The Law Society of the Australian Capital Territory: Contract for Sale

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		222	4769	24-48	18	Braddon
		and known as Unit 816/1 Elouera Street Braddon ACT 2612				
Seller	Full name	Paul Francis Robbie				
	ACN/ABN					
	Address	816/1 Elouera Street, Braddon, ACT 2612				
Seller Solicitor	Firm	McGilvray Law				
	Email	**marie@mcgilvraylaw.com.au**				
	Phone	02 6189 5820	Ref: Marie Tan			
	DX/Address	Level 10, 197 London Circuit, Canberra, ACT 2600				
Stakeholder	Name	Hive Property (ACT) Pty Ltd Trust Account				
Seller Agent	Firm	Hive Property (ACT) Pty Ltd				
	Email	matt@hiveproperty.co				
	Phone	0408 218 179	Ref: Matt Shipard			
	DX/Address	Level 1, 4 Campion Street, DEAKIN ACT 2600				
Restriction on Transfer	*Mark as applicable*	☒ Nil	☐ section 370	☐ section 280	☐ section 306	☐ section 351
Land Rent	*Mark one*	☒ Non-Land Rent Lease	☐ Land Rent Lease			
Occupancy	*Mark one*	☒ Vacant possession	☐ Subject to tenancy			
Breach of covenant or unit articles	Description *(Insert other breaches)*	As disclosed in the Required Documents and				
Goods	Description	Fixed floor coverings, light fittings, window treatments as inspected				
Date for Registration of Units Plan						
Date for Completion		On or before 30 days from the Date of this Contract				
Electronic Transaction?		☐ No	☒ Yes, using Nominated ELN:	PEXA		
Land Tax to be adjusted?		☐ No	☒ Yes			
Residential Withholding Tax		New residential premises?	☒ No	☐ Yes		
		Potential residential land?	☒ No	☐ Yes		
		Buyer required to make a withholding payment?	☒ No	☐ Yes (insert details on p.3)		
~~**Foreign Resident Withholding Tax**~~		~~Relevant Price more than $750,000.00?~~	☐ No	☐ Yes		
		~~Clearance Certificates attached for all the Sellers?~~	☐ No	☐ Yes		

An agent may only complete the details in this black box and exchange this contract. See page 3 for more information.				
Buyer	Full name			
	ACN/ABN			
	Address			
Buyer Solicitor	Firm			
	Email			
	Phone		Ref	
	DX/Address			
Price	Price	$	(GST inclusive unless otherwise specified)	
	Less deposit	$	(10% of Price)	☐ Deposit by Instalments (clause 52 applies)
	Balance	$		
Date of this Contract				

Co-Ownership	*Mark one (show shares)*	☐ Joint tenants	☐ Tenants in common in the following shares:

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- ☐ Proposed plan
- ☐ Inclusions list

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

- ☐ Inclusions list
- ☐ Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

Invoices

- ☐ Building and Compliance Inspection Report
- ☐ Pest Inspection Report

Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

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

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

Tenancy Summary

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

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

Name		Phone	
Address			

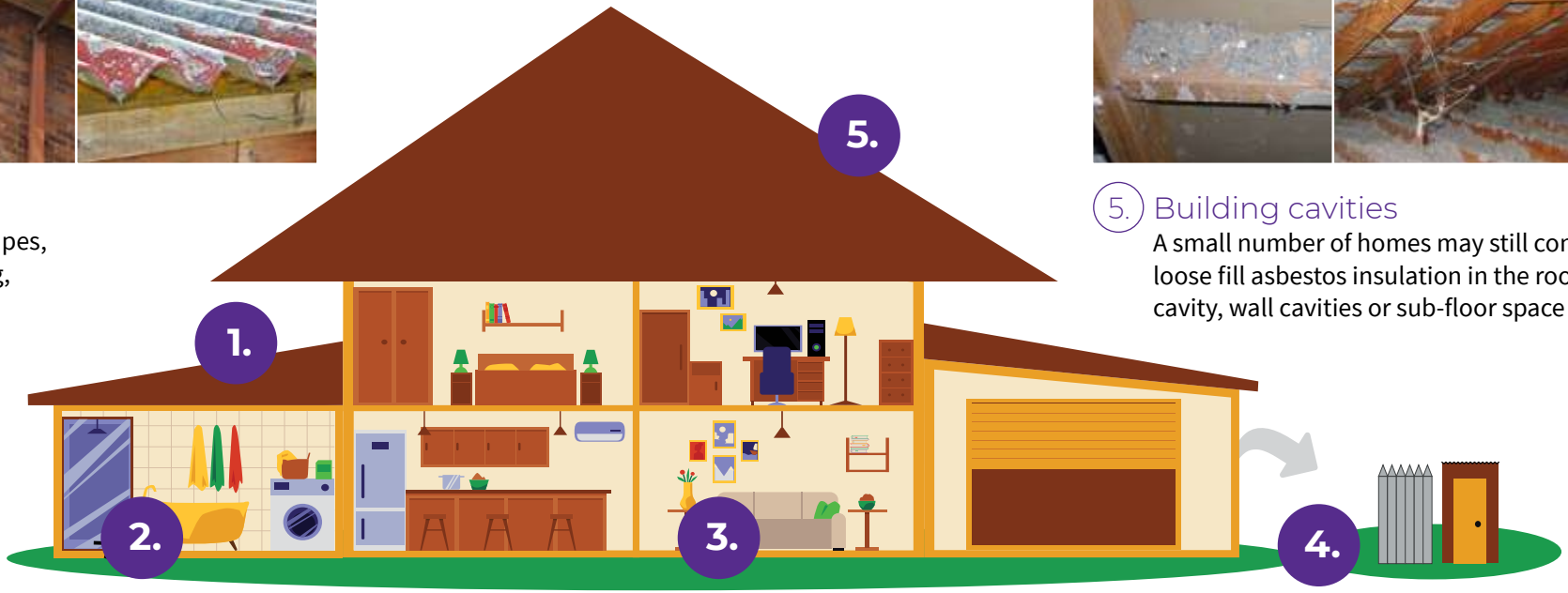
If a home was built before 1990
it may contain dangerous asbestos material

ACT Government

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

ACT Government

Assess the risk

A licensed asbestos assessor can help identify asbestos in your home and its condition.

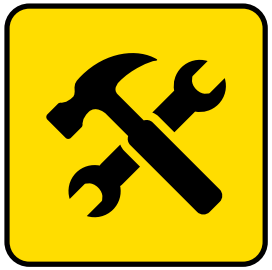
Asbestos materials become dangerous when:



Broken or in poor condition



Damaged accidentally



Disturbed during renovation or repairs



Loose fill asbestos insulation

Manage asbestos safely

- Monitor the condition of asbestos in your home
- Inform tradespeople of locations of asbestos in your home
- Avoid disturbing or damaging asbestos if working on your home
- Engage a licensed asbestos removalist to remove asbestos

If you suspect your home contains loose fill asbestos insulation, contact Access Canberra.

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

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

McGilvray.

SPECIAL CONDITIONS

These Special Conditions apply in addition to the Printed Terms. In the event of any inconsistency between the Printed Terms and these Special Conditions, the Special Conditions prevail to the extent of the inconsistency.

1. Variations to Printed Terms

1.1 Variations

The Printed Terms are hereby varied as follows:

(a) '**Land Charges**' is amended by inserting 'including body corporate levies' after 'Property';

(b) clause 2.3 is replaced with the following:

'The Deposit may be paid by cheque, cash (up to $3,000.00), Electronic Fund Transfer (EFT) or DEFT Auction Pay, but if it is not paid on time or, if the Deposit is not received as cleared funds into the trust account of the Stakeholder by 5:00pm on the second business day after the Date of this Contract, the Buyer is in default.';

(c) clause 5.3 is amended by replacing 'no later than 14 days before' with 'on';

(d) clause 8.4 is amended by adding 'based on the Seller's reasonable calculation' at the end of the sentence;

(e) clause 10.1 is replaced with the following:

'The Buyer may, on reasonable notice to the Seller and at a reasonable time, inspect the Property once only before Completion.';

(f) insert clause 10.3 as follows:

'10.3 The Seller is not required to maintain any lawn or gardens after the Date of this Contract, and the Buyer cannot make any objection or claim or cause any delay due to any deterioration of the landscaping or lawn between the Date of this Contract and Completion.';

(g) clause 12.1.5 is deleted;

(h) clause 13.4.1(a) is deleted;

(i) clause 13.4.2 is deleted;

(j) clause 13.6 is amended by replacing 'within 7 days of the Effective Date' with 'prior to Completion';

(k) clause 13.8 is amended by replacing 'Within 7 days of' with 'After';

(l) clause 13.9 is deleted;

(m) clause 13.10 is deleted;

(n) clause 33.1 is amended by replacing 'Date of this Contract' with 'Date of the Unit Title Certificate';

(o) clause 38.1.1 is deleted;

(p) clause 39 is deleted;

(q) The definition of *Relevant Price* in Clause 51.1 is deleted;

(r) Clause 51.2 is deleted.

(s) clause 52.3.1 is replaced with the following:

'5% of the Price by cheque, cash (up to $3,000.00), Electronic Fund Transfer (EFT) or DEFT Auction Pay on the Date of this Contract (**First Instalment**); and'

(t) clause 52.5.2 is amended by adding 'or' after 'presentation';

(u) a new clause, 52.5.3 is inserted as follows:

'52.5.3 not received as cleared funds into the trust account of the Stakeholder by 5:00pm on the second business day after the Date of this Contract,'.

2. Buyer Acknowledgements

2.1 Despite clause 15.5, the Buyer agrees to accept the Property and Goods in their current state and repair at the Date of this Contract, and cannot object, make a claim, rescind or terminate this Contract due to any change in the Property or Goods after the Date of this Contract, unless that change was caused deliberately, recklessly or negligently by the Seller.

2.2 If the Property is a Unit:

(a) the Buyer was provided with a reasonable opportunity to undertake enquiries in relation to the body corporate records and inspect, review and take advice in relation to the body corporate records, including records not disclosed in the Unit Title Certificate;

(b) the Buyer cannot make a claim or objection or rescind or terminate this Contract in respect of any undisclosed liabilities of the Owners Corporation, including the raising of any special levies, after the date of the Unit Title Certificate, irrespective of the Date of this Contract.

3. Agent Warranty

3.1 Warranty

(a) The Buyer warrants that the Buyer was not introduced to the Seller or the Property by any agent (or employee of or person connected with an agency) other than the Seller's agent (if any) stated on the Schedule. This warranty does not merge on Completion.

(b) In the event that the Buyer is in breach of the warranty in Special Condition 3.1(a), the Buyer hereby agrees to indemnify the Seller for any costs, damages, losses, liability, fees and/or expenses, arising out of such breach, including all legal costs on a full indemnity basis. This indemnity does not merge on Completion.

McGilvray.

4. Keys

4.1 Keys

The Seller will supply all keys for the Property in the possession of the Seller. The Buyer must not delay completion, make any objection, requisition or claim for compensation in relation to keys for the Property.

5. Adjustments

5.1 Adjustments

If this Contract is not completed on or before the Date for Completion due to delay or default caused by the Buyer, then:

(a) notwithstanding clause 8, the Buyer will be liable for all Land Charges from the Date for Completion; and

(b) the Seller will be entitled to all Income up to and including actual completion.

6. Deposit Bond

6.1 Deposit Bond

(a) The Deposit may be paid by delivery of a Deposit Bond with the Seller's consent.

(b) If the Deposit is to be paid by delivery of a Deposit Bond, the Printed Terms are amended as follows:

(i) clause 2.3 is deleted and replaced with the following:

2.3 The Deposit may be paid by delivery of a Deposit Bond in a form approved by the Seller

6.2 Payment to Seller

The Buyer must pay to the Seller the amount guaranteed under the Deposit Bond by cash, unendorsed bank cheque or by payment electronically in the Electronic Workspace on the earlier of:

(a) Completion;

(b) termination of this Contract by the Seller for Buyer default;

(c) within 24 hours of the Seller serving on the Buyer a notice in writing claiming the Buyer forfeits the Deposit; and

(d) any other date that the Deposit is due to be paid, is payable, or is forfeited to, the Seller.

6.3 Replacement of Deposit Bond

In the event that Completion has not occurred and the Deposit Bond has an expiration date that is less than 30 days, the Buyer must either:

(a) replace the Deposit Bond with another deposit bond in a form approved in writing by the Seller before expiration of the Deposit Bond; or

(b) pay the amount guaranteed under the Deposit Bond by unendorsed bank cheque before expiration of the Deposit Bond.

6.4 Payment to Stakeholder

(a) In the event that:

(i) the Buyer fails to comply with its obligations under Special Condition 6.3;

(ii) in the Seller's opinion, the provider of, or insurer under, the Deposit Bond, is unable to pay the amount referred to in the Bond; or

(iii) the provider of, or insurer under, the Deposit Bond is placed under external administration or is insolvent;

then the Buyer must, within 24 hours of the above event occurring, pay the Deposit (or so much of it as has not already been paid by unendorsed bank cheque) to the Stakeholder, by unendorsed bank cheque.

6.5 Call Upon Deposit Bond

(a) If the Buyer fails to comply with its obligations under Special Condition 6.2, 6.3 or 6.4, then the Seller is entitled to:

(i) immediately terminate this Contract by notice in writing (if not terminated already); and/or

(ii) call upon the provider of, or insurer under, the Deposit Bond for payment to the Seller of the amount guaranteed under the Deposit Bond; and/or

(iii) claim the Deposit from the Buyer.

(b) It is agreed and acknowledged that the Seller is not required to call upon the provider of, or insurer under, the Deposit Bond for payment of the Deposit in the first instance, or before claiming the Deposit from the Buyer.

6.6 Timing of the Essence

Timing is of the essence for the purposes of this Special Condition 6.

7. Corporate Buyer

7.1 Director's Guarantee

If the Buyer is a corporation, all officeholders of that corporation must guarantee that corporation's performance of its obligations under this Contract by executing the annexed Directors Guarantee.

McGilvray.

8. Miscellaneous

8.1 Death and Incapacity

If any of the parties die or is found by a court or tribunal to be incapable of administering their own affairs prior to completion, the Seller may rescind the contract and clause 21 will apply.

8.2 Caveat

The Buyer may not, directly or indirectly lodge or register a caveat on the Land or Property or cause a caveat to be lodged or registered on the Land or Property prior to Completion.

8.3 Annexures

The Seller does not warrant the accuracy or completeness of any document annexed or exhibited to this Contract, or forming part of this Contract.

8.4 Waiver

The Seller does not waive any of its rights under this Contract, at law or in equity, unless it is in writing and signed by the Seller or the Seller's solicitor. Failure to exercise a right or remedy, or delay in doing so, cannot be interpreted as a waiver of the right of the Seller to that right or remedy.

8.5 Variation

This Contract can only be varied by agreement of both parties in writing and signed by each party (or their solicitor on behalf of a relevant party).

8.6 Whole Contract

This Contract comprises the entire agreement of the parties in relation to the Property. This Contract supersedes any prior draft contract, negotiation, agreement, promises or representations and conduct in relation to the Property.

8.7 Warranties

Warranties given by the Buyer under this Contract do not merge on Completion or termination but endure for the benefit of the Seller.

8.8 Counterparts

This Contract may be executed in any number of counterparts and all counterparts, taken together, constitute one instrument. A Party may execute this Deed by executing any counterpart.

8.9 Legal Advice

Each Party acknowledges that it has received legal advice about this Contract or has had the opportunity of receiving legal advice about this Deed.

DIRECTORS GUARANTEE

Background

A. The Guarantor has agreed to provide a guarantee and indemnity, in their personal capacity, in relation to this Contract upon the terms set out in this guarantee.

B. The Guarantor has obtained, or has had the right and opportunity to obtain, independent legal advice in relation to this guarantee.

C. The Guarantor signs this guarantee freely and voluntarily, and without any undue pressure or influence from the Buyer or the Seller.

1. Definitions and Interpretation

1.1 Definitions

In this Contract, the following expressions have the following meanings, unless a different meaning should be applied as a result of the context:

Company means the Buyer;

Guaranteed Money means any and all amounts that:

(a) at any time;

(b) for any reason or circumstance are payable by the Buyer under the terms of this Contract;

(c) whether at law or otherwise; and

(d) whether or not of a type within the contemplation of the Parties at the date of this Deed;

Guaranteed Obligations means all express and implied obligations to be observed or performed by or on behalf of the Buyer under this Contract.

1. Guarantee and Indemnity

1.1 Consideration

The Guarantor acknowledges that the Seller is acting in reliance on the Guarantor incurring obligations and giving rights under this guarantee in their personal capacity. In consideration of the Seller entering this Contract to sell the Property to the Buyer, the Guarantor grants this Guarantee and Indemnity.

1.2 Guarantee

(a) The Guarantor, in their personal capacity, unconditionally and irrevocably guarantees payment to the Seller of the Guaranteed Money.

(b) If the Company does not pay the Guaranteed Money on time and in accordance with the Contract then the Guarantor agrees to pay the Guaranteed Moneys to the Seller on demand from the Seller. A demand may be made at any time, and whether or not the Seller has made demand on the Company.

(c) The Guarantor, in their personal capacity, unconditionally and irrevocably guarantees the due observance and performance of all Guaranteed Obligations of the Company under this Contract.

(d) If the Company does not fully observe and perform all of its Guaranteed Obligations then the Guarantor agrees to observe and perform those obligations on demand from the Seller. A

demand may be made at any time, and whether or not the Seller has made demand on the Company.

1.3 Indemnity

(a) The Guarantor, in their personal capacity, indemnifies the Seller against any liability or loss arising, and any costs it suffers or incurs:

(i) if the Company does not, or is unable to, pay the Guaranteed Money;

(ii) if the Company does not, or is unable to, perform or observe a Guaranteed Obligation;

(iii) if an obligation that the Company would otherwise have to pay the Guaranteed Money is found to be void, voidable or unenforceable;

(iv) if a Guaranteed Obligation is found to be void, voidable or unenforceable;

(v) if the Seller is obliged, or agrees, to pay an amount to a trustee in bankruptcy or liquidator (of an insolvent person) in connection with a payment by the Guarantor or the Company. (For example, the Seller may have to, or may agree to, pay interest on the amount); or

(vi) if it defaults under this Deed; and/or

(vii) in connection with the Seller exercising, or not exercising, rights under this Deed.

(b) The Guarantor agrees to pay amounts due under this indemnity on demand from the Seller.

1.4 Acknowledgement

The Guarantor acknowledges that it is responsible for making itself aware of the financial position of the Company and in relation to any payment of the Guaranteed Money and observance and performance of the Guaranteed Obligations.

Executed by:

Signature of witness	Signature of Guarantor
Name of witness (print)	Name of Guarantor

Executed by:

Signature of witness	Signature of Guarantor
Name of witness (print)	Name of Guarantor

Product	Title Details
Date/Time	21/05/2026 11:27AM
Customer Reference	25996
Order ID	20260521000592
Cost	$35.00

Volume 2430 **Folio** 52 **Edition** 9

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Braddon Section 18 Block 25 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Unit 222 (Class A) entitlement 516 of 100000, 3 subsidiaries

Braddon Section 18 Block 26 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Unit 222 (Class A) entitlement 516 of 100000, 3 subsidiaries

Braddon Section 18 Block 27 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Unit 222 (Class A) entitlement 516 of 100000, 3 subsidiaries

Braddon Section 18 Block 28 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Unit 222 (Class A) entitlement 516 of 100000, 3 subsidiaries

Braddon Section 18 Block 29 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Unit 222 (Class A) entitlement 516 of 100000, 3 subsidiaries

Braddon Section 18 Block 30 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Unit 222 (Class A) entitlement 516 of 100000, 3 subsidiaries

Braddon Section 18 Block 31 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Unit 222 (Class A) entitlement 516 of 100000, 3 subsidiaries

Braddon Section 18 Block 32 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Unit 222 (Class A) entitlement 516 of 100000, 3 subsidiaries

Braddon Section 18 Block 33 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Unit 222 (Class A) entitlement 516 of 100000, 3 subsidiaries

Braddon Section 18 Block 34 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Unit 222 (Class A) entitlement 516 of 100000, 3 subsidiaries

Braddon Section 18 Block 35 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Unit 222 (Class A) entitlement 516 of 100000, 3 subsidiaries

Braddon Section 18 Block 36 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Unit 222 (Class A) entitlement 516 of 100000, 3 subsidiaries

Braddon Section 18 Block 37 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Unit 222 (Class A) entitlement 516 of 100000, 3 subsidiaries

Braddon Section 18 Block 38 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Unit 222 (Class A) entitlement 516 of 100000, 3 subsidiaries

Braddon Section 18 Block 39 on Deposited Plan 11682 with 230 units on Unit Plan 4769

This data (excluding administrative interests) is certified correct by the Registrar-General at 11:27:45 on 21/05/2026

Unregistered dealings have not been formally recorded in the register.

Unit 222 (Class A) entitlement 516 of 100000, 3 subsidiaries

Braddon Section 18 Block 40 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Unit 222 (Class A) entitlement 516 of 100000, 3 subsidiaries

Braddon Section 18 Block 41 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Unit 222 (Class A) entitlement 516 of 100000, 3 subsidiaries

Braddon Section 18 Block 42 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Unit 222 (Class A) entitlement 516 of 100000, 3 subsidiaries

Braddon Section 18 Block 43 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Unit 222 (Class A) entitlement 516 of 100000, 3 subsidiaries

Braddon Section 18 Block 44 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Unit 222 (Class A) entitlement 516 of 100000, 3 subsidiaries

Braddon Section 18 Block 45 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Unit 222 (Class A) entitlement 516 of 100000, 3 subsidiaries

Braddon Section 18 Block 46 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Unit 222 (Class A) entitlement 516 of 100000, 3 subsidiaries

Braddon Section 18 Block 47 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Unit 222 (Class A) entitlement 516 of 100000, 3 subsidiaries

Braddon Section 18 Block 48 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Unit 222 (Class A) entitlement 516 of 100000, 3 subsidiaries

Lease commenced on 04/11/2019, terminating on 19/08/2108

Proprietor

PAUL FRANCIS ROBBIE

11 EHRLICH CIRCUIT, WATSON ACT 2602

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
20/09/2019	2235637	Easement for access, access on foot, support, utility services and utility infrastructure
20/09/2019	2235638	Easement for access, access on foot, support, utility services and utility infrastructure

This data (excluding administrative interests) is certified correct by the Registrar-General at 11:27:45 on 21/05/2026

Unregistered dealings have not been formally recorded in the register.

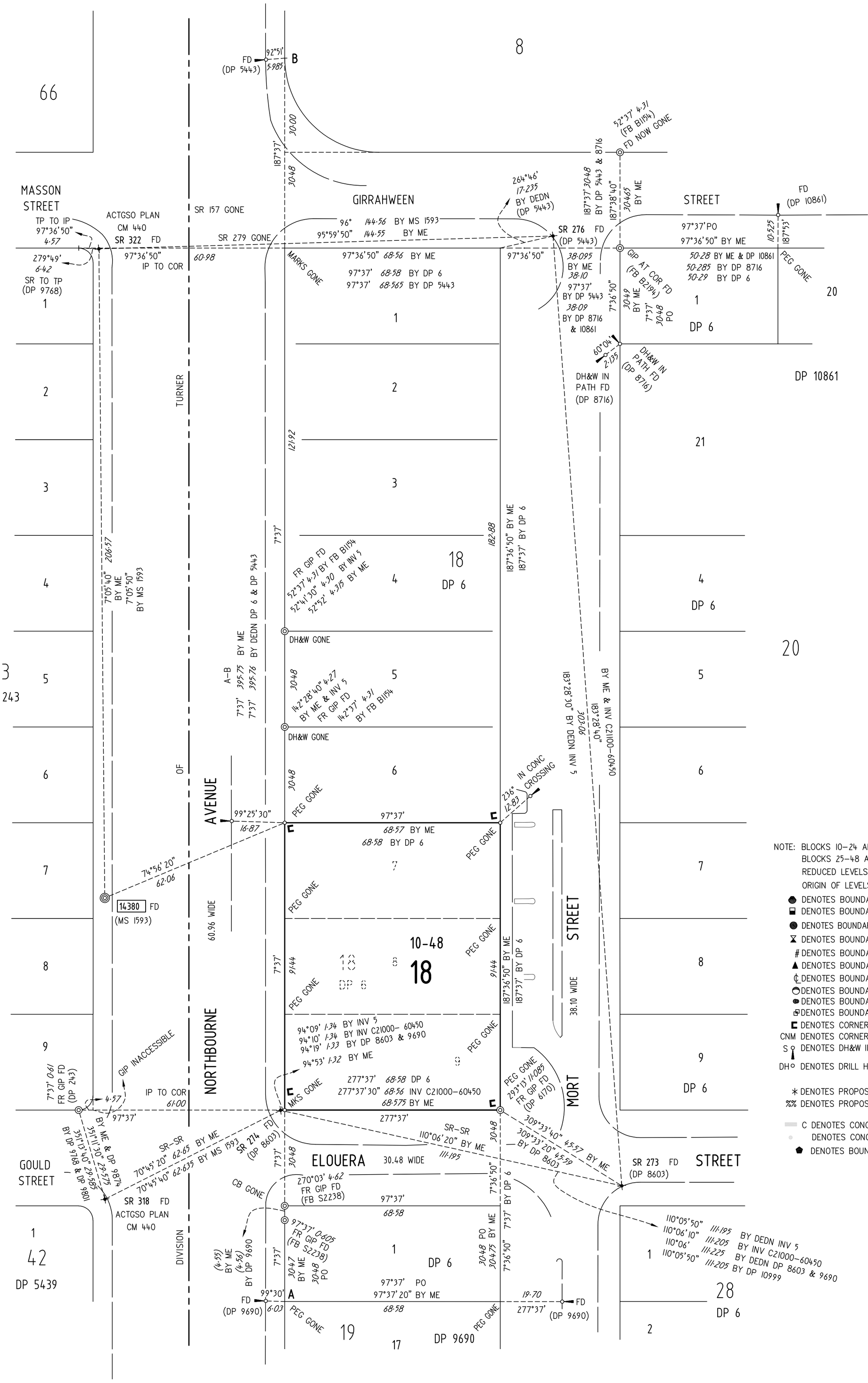
Product	Title Details
Date/Time	21/05/2026 11:27AM
Customer Reference	25996
Order ID	20260521000592
Cost	$35.00

Registered Date	Dealing Number	Description
20/04/2026	3449631	Mortgage to WESTPAC BANKING CORPORATION (ACN: 007 457 141)

End of interests

This data (excluding administrative interests) is certified correct by the Registrar-General at 11:27:45 on 21/05/2026

Unregistered dealings have not been formally recorded in the register.



NOTE: BLOCKS 10–24 ARE IN THE COMMERCIAL LEASE
BLOCKS 25–48 ARE IN THE RESIDENTIAL LEASE
REDUCED LEVELS ARE ON AUSTRALIAN HEIGHT DATUM
ORIGIN OF LEVELS SRM 273 RL 570·100 AND SRM 274 RL 568·808

- DENOTES BOUNDARY IS FACE OF PLASTIC CLAD CONCRETE WALL (PCCW)
- DENOTES BOUNDARY IS THROUGH CONCRETE SLAB
- DENOTES BOUNDARY IS FACE OF AND OR LINE OF FACE OF CONCRETE WALL
- DENOTES BOUNDARY IS CENTRELINE OF METAL WALL
- # DENOTES BOUNDARY IS CENTRELINE OF 0·20 WIDE COLUMN
- ▲ DENOTES BOUNDARY IS FACE OF METAL WALL
- ℄ DENOTES BOUNDARY IS CENTRELINE OF 0·20 WIDE CONC WALL
- DENOTES BOUNDARY IS CENTRELINE OF 0·22 METAL & PLASTER WALL
- DENOTES BOUNDARY IS CENTRELINE OF 0·16 METAL & PLASTER WALL
- DENOTES BOUNDARY IS CENTRELINE OF 0·28 METAL & PLASTER WALL
- DENOTES CORNER NOT MARKED (CONSTRUCTION ACTIVITY)
- CNM DENOTES CORNER NOT MARKED (INACCESSIBLE)
- S DENOTES DH&W IN CONC SLAB
- DH DENOTES DRILL HOLE IN CONC SLAB
- ✳ DENOTES PROPOSED EASEMENT FOR ACCESS
- %% DENOTES PROPOSED EASEMENT FOR PEDESTRIAN ACCESS
- C DENOTES CONCRETE COLUMN
- DENOTES CONCRETE COLUMN
- DENOTES BOUNDARY IS OUTER FACE OF METAL LETTERBOXES

REFERENCE MARKS

- ◎ Denotes GIP in road
- ◎ Denotes PLAQUE IN KERB
- ✦ Denotes DEEP DRIVEN ROD
- Denotes DH&W IN KERB (Except as otherwise shown)

NOTE

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

Azimuth: A–B (Strom)

Field Books:
Surveyor's Ref : 296065.02

I, WILLIAM ROBERT CAMPBELL
of VERIS AUSTRALIA Pty Limited CANBERRA
a surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on 2 AUGUST 2019

(Signature) .....
Surveyor registered under the Surveyors Act 2007. 12 AUGUST 2019

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

21 August 2019

Surveyor–General of the ACT

PLAN OF
BLOCKS 10-48 SECTION 18
BEING A RESUBDIVISION OF BLOCKS 7-9

DIVISION: BRADDON
DISTRICT: CANBERRA CENTRAL
AUSTRALIAN CAPITAL TERRITORY

SCALE 1:750
10 20 40 60 METRES

Deposited in the office of the Registrar of Titles at Canberra
In the Australian Capital Territory at
1:07 pm, 13/09/2019

Approved
David Snowden
Registrar-General

Registrar of Titles

DEPOSITED PLAN

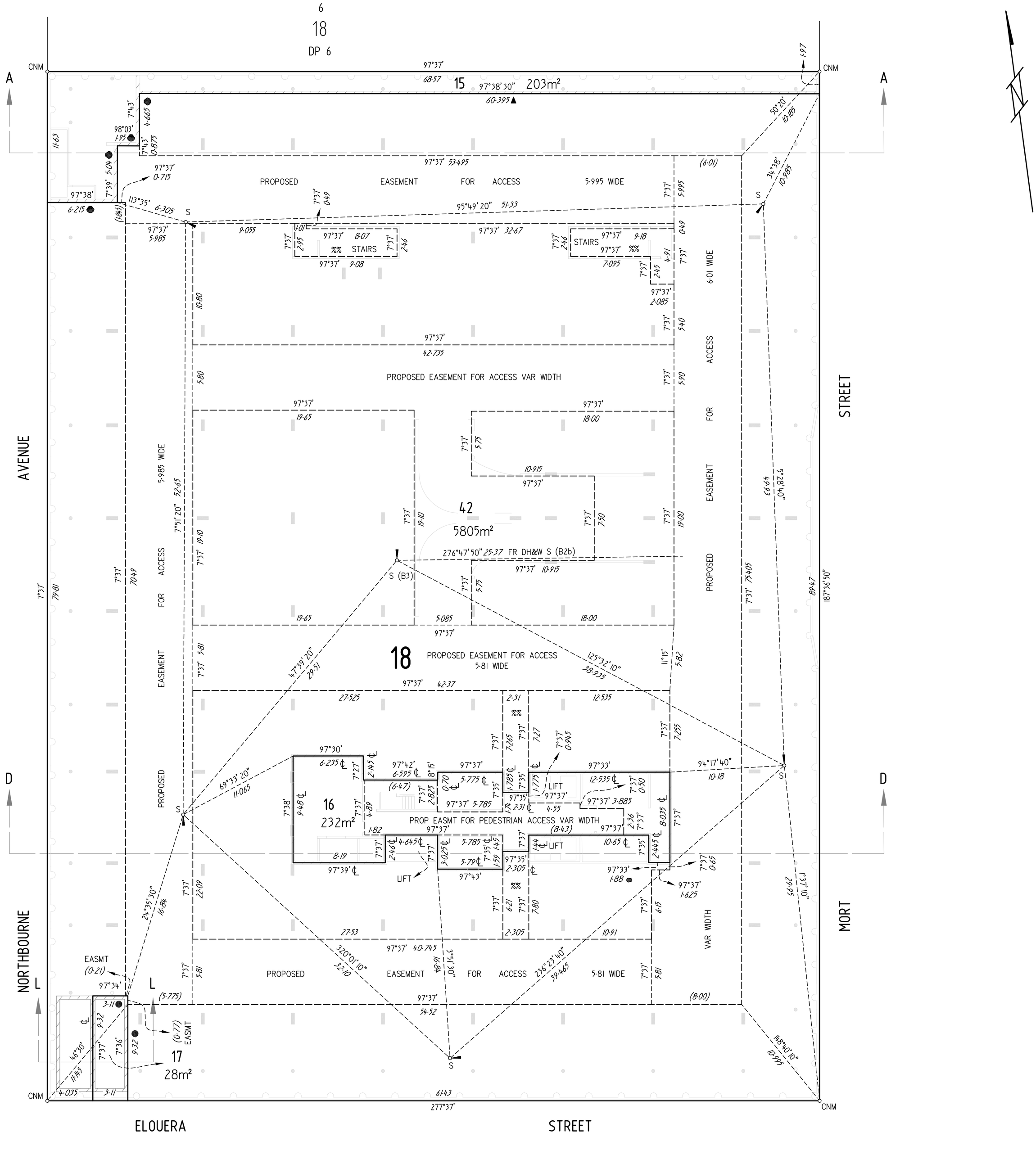
11682/1
AMENDS DP 6

*JH

X21720/1

BASEMENT 3

6
18
DP 6



THE REAR OF THE SHOTCRETE AND PILES IS INACCESSIBLE
AND THEREFORE NO RELATIONSHIP TO THE BOUNDARY IS NOTED

BLOCKS 15 TO 17 ARE STRATUM BLOCKS LIMITED IN HEIGHT TO RL 561·46 AND UNLIMITED IN DEPTH
BLOCK 42 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 561·46 AND UNLIMITED IN DEPTH

SCALE 1:200
0 5 10 METRES

THIS IS SHEET 2 OF MY PLAN IN 12 SHEETS

DATED 12 AUGUST 2019

(Signature)
Surveyor registered under the Surveyors Act 2007

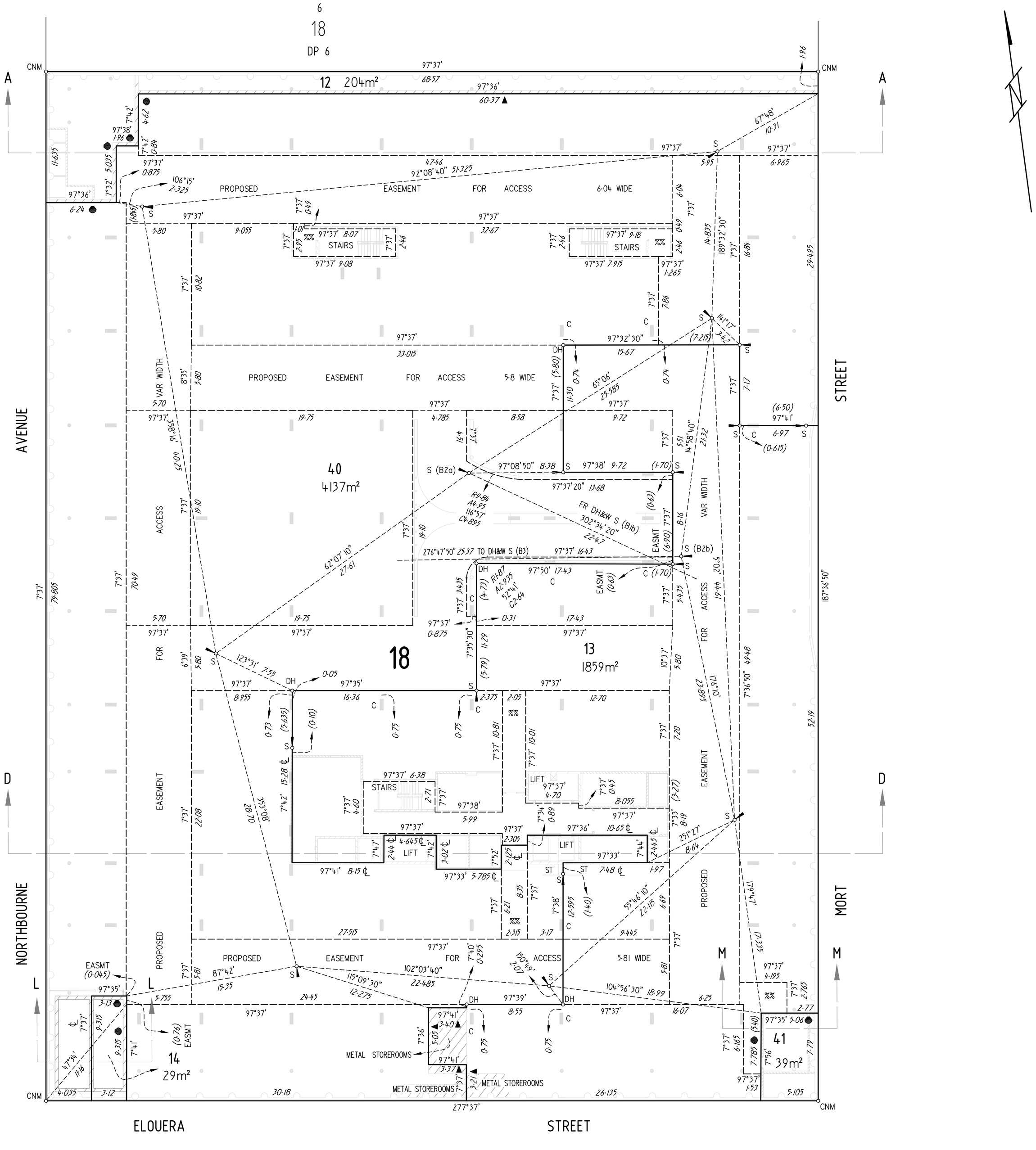
DEPOSITED PLAN

11682/2

*JH

X21720/2

BASEMENT 2



THE REAR OF THE SHOTCRETE AND PILES IS INACCESSIBLE
AND THEREFORE NO RELATIONSHIP TO THE BOUNDARY IS NOTED

BLOCKS 12 TO 14 ARE STRATUM BLOCKS LIMITED IN HEIGHT TO RL 564·36 AND LIMITED IN DEPTH TO RL 561·46
BLOCKS 40 & 41 ARE STRATUM BLOCKS LIMITED IN HEIGHT TO RL 564·36 AND LIMITED IN DEPTH TO RL 561·46

SCALE 1:200
0 5 10 METRES

THIS IS SHEET 3 OF MY PLAN IN 12 SHEETS

DATED 12 AUGUST 2019

(Signature)
Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

11682/3

*JH

X21720/3

BASEMENT 1

6
18
DP 6

CENTRELINE OF 0·15 WIDE PCCW

CNM 97°37' 68·57 CNM

144°32'30" 10·255 129°13'20" 23·025

97°37' 54·57

(7·00) 5·195 7°37' 7·49 7°37' 0·81 7°46' 3·10 97°35' 5·485 97°35' 5·495 3·10 (1·01) 97°37' 6·915 97°37' 1·505

34
17m²

(5·985) PROPOSED EASEMENT FOR ACCESS VAR WIDTH

136°26' 2·72 7°37' 0·295 7°37' 0·295 7°37' 0·305 98°13'30" 40·87 39°21' 4·94 101° 24·2

97°37' 6·65 8·08 97°37' 15·01 97°35' 262°57' 5·05

7°37' 2·75 STAIRS 9·48 2·86 7°46' 97°41' 97°41' 97°37' 15·02 7°31' 2·85 9·375 2·86 7°33' STAIRS 9·375 97°39' (2·03)

4·69 4·78 LIFT SEE DIAGRAM 7°41' 0·10

32
26m²

33
26m²

7°37' 10·80 7°37' 7·64

97°37' 39·915

PROPOSED EASEMENT 11 FOR ACCESS VAR WIDTH
6035m²

14°50' 5·645 21°37'30" 31·72 97°37' 17·035 108°33' 4·48 97°37' 3·715 7°37' 0·75 97°37' 17·585 12°05'10" 32·745 188°10' 6·275

7°37' 5·525 7°37' 3·68 296°00'30" C5·13 A5·19 R9·83 115°28' 10·705 6·05 7°37' 19·10

97°34' 97°37' 0·85 97°37' 0·86 35 64m² 15·85 0·49 0·50 7°32' 4·08 7°39' 4·09 97°37' 15·84 37°50' 3·66 0·15 89°30'10" 28·16 S (B1a) 46·505 271°53'50" FR DH&W (G) 97°37' 16·43 TO DH&W S (B2a) 302°34'20" 22·47

R1·86 52°41" C2·64 A2·935 97°37' 19·43 7°37' 3·435 7°37' 0·75 3·715 97°37' 17·585 S (B1b) 6·90 6·05

97°37' 17·035 7°37' 9·495 7°37' 74·11 9144

PROPOSED EASEMENT 18 FOR ACCESS VAR WIDTH

97°37' 97°34' 11·685 2·40 13·60 2·40 12·65 2·40 7°37' 5·40 97°37' 2·70 97°43' 1·98 13·60 97°37' 97°34' 12·65 137°56' 2·69 7°37' 0·40 7°37' 0·35 97°37' 2·765 12°01'20" 21·615 5·80 7°37' 5·81 7°37' 32·87 9°21'40" 7°37' 22·10

38
33m²
6·105 5·57 5·57 6·09 7°26'30" 97°42' 94°20' 2·01 97°39' 7°37' 0·16 97°37' 5·90 37
11m²
4·90 LIFT 4·645 4·65 2·455 2·45 3·20 7°53' COR–COR 97°39'40" 8·095 7°37' 3·20 7°38' 97°35' 10·645 LIFT 2·445 97°31' 10·635 7°37' 1·00 7°37' 0·395 4·65 97°37' 3·70 2·55 11°37' 2·25 256°09' 3·085 7°46' 3·405 1·50 4·50 2·765 97°37' 97°37' 97°37' 97°37' 97°36' 0·13 97°37' c 5·915 STAIRS 97°37' 6·185 7°37' 2·76 97°37' 10·65 7°37' 2·57 97°37' 6·00 7°37' 4·04 7°37' 2·84 2·38 16·65 16·11 4°05'30" 2·15 10·635 6·795 36
26m²
7°37' 5·41 6·815 13·21 4°05'30"

62°23'20" 13·455 234°38'30" 9·43 8·65 111°08'30" 25·115 PROPOSED EASEMENT FOR ACCESS 5·8 WIDE DH–COR 93°07'40" 22·715 97°37' 53·925 (8·27) 5·80 7°37' 1·29 (5·185) 97°37' 0·73 97°34' 3·23 9·31 7°37' 9·315 7°36' 49°44' 11·53 3·23 64·54 277°37' 0·805 145°21'40" 15·73 CNM CNM

39
30m²

NORTHBOURNE AVENUE

ELOUERA STREET

MORT STREET

32

97°41' 97°41' 4·69 4·78 7°41' 0·10 11

DIAGRAM

NOT TO SCALE

THE REAR OF THE SHOTCRETE AND PILES IS INACCESSIBLE
AND THEREFORE NO RELATIONSHIP TO THE BOUNDARY IS NOTED

BLOCK 11 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 567·85 AND LIMITED IN DEPTH TO RL 564·36
BLOCKS 32 TO 39 ARE STRATUM BLOCKS LIMITED IN HEIGHT TO RL 567·85 AND LIMITED IN DEPTH TO RL 564·36

SCALE 1:200
0 5 10 METRES

THIS IS SHEET 4 OF MY PLAN IN 12 SHEETS

DATED 12 AUGUST 2019

(Signature) W.K. Campbell

Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

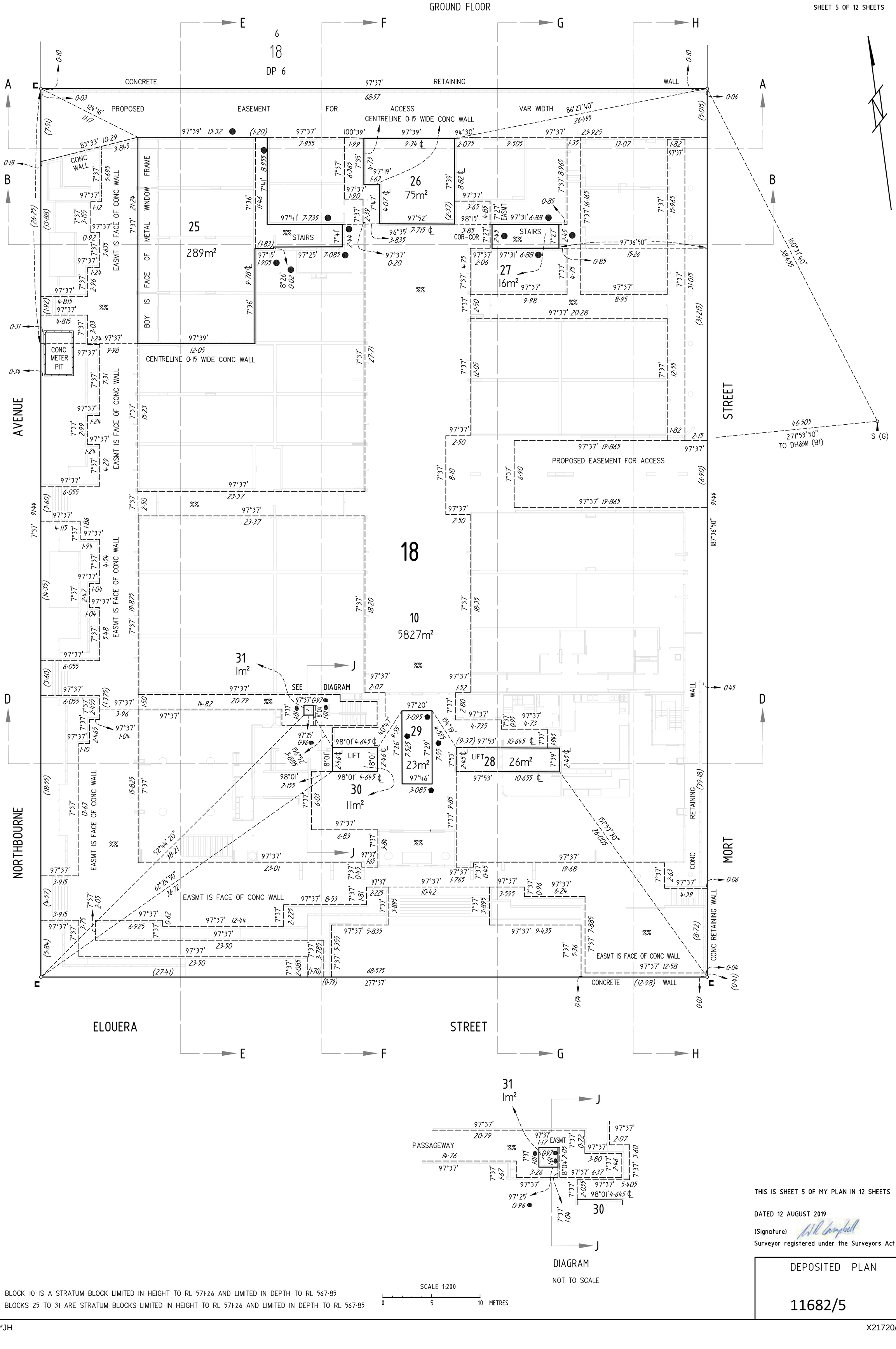
11682/4

*JH

X217204

GROUND FLOOR

SHEET 5 OF 12 SHEETS



DIAGRAM

NOT TO SCALE

SCALE 1:200

0 5 10 METRES

BLOCK 10 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 571·26 AND LIMITED IN DEPTH TO RL 567·85

BLOCKS 25 TO 31 ARE STRATUM BLOCKS LIMITED IN HEIGHT TO RL 571·26 AND LIMITED IN DEPTH TO RL 567·85

THIS IS SHEET 5 OF MY PLAN IN 12 SHEETS

DATED 12 AUGUST 2019

(Signature)

Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

11682/5

*JH

X21720/5

LEVEL 1

SHEET 6 OF 12 SHEETS

6
18
DP 6

E F G H

A B C D

AVENUE STREET NORTHBOURNE MORT ELOUERA STREET

AT GROUND LEVEL

97°37' 68·57

5·015 5·025

97°40' 20·33 97°37' 5·18 7°37' 0·45 97°37' 27·83 %% 97°35' 3·55 97°35' 9·125

7°43' 8·105 (7·80) 7°37' 3·495 7°37' 3·945 2·56 97°37' 97°37' 2·03 7°37' 2·045 97°37' 2·03 7°39' 8·105 (3·85) (1·90) EASMT EASMT

97°26' 119°24' 2·29 97°38' 6·885 97°36' 29·34 EASMT 97°38' 6·87 76°26' 2·335 97°39' 3·985

1·695 7°26' 5·505 7°38' 2·45 %% STAIRS 43 16m² 7°38' 2·45 7°35' 2·45 STAIRS 44 %% 16m² 7°49' 2·45 7°43' 5·84 EASMT 7°35' 5·20

97°36' 15·39

EASMT 7°38' 4·87 (1·91) 97°38' 6·885 7°32' 0·49 97°35' 6·86 97°48' 1·845 EASMT 2·17

97°32' 2·04 98°26' 1·03 98°26' 0·52 98°26' 0·455 7°48' 0·175 7°26' 1·01 97°26' 0·83 97°26' 0·64

C

7°37' 18·105 # 7°32' 18·105 #

18
2170m²

97°27' 0·65 97°41' 0·655

4·43 7°19' 4·44 7°41'

97°19' 0·67 97°41' 0·65

8 STOREY
CONCRETE BUILDING
UNDER CONSTRUCTION

18

7°37' 57·29 57·245 187°36'50"

7°36' 19·60 # 7°36' 22·635 #

97°37' 4·09 STAIRS 97°37' 97°33' 21·94 97°36' 13·095

7°38' 3·35 (2·58) (6·51) 6·51 %% 7°37' (2·58) 7°33' 0·805 LIFT 97°33' 4·68 7°33' 0·51 97°33' 6·03 7°36' 5·55

7°33' 5·55 97°37' 14·645 45 2290m² 97°15' 8·08 97°43' 8·08 97°43' 2·095

2·455 7°55' LIFT 97°37' 7°41' 2·445 4·655 2·49 7°38' LIFT 97°31' 10·635 2·45

19
1775m²

29·135 29·17

68·575 277°37'

E F G H

THIS IS SHEET 6 OF MY PLAN IN 12 SHEETS

DATED 12 AUGUST 2019

(Signature)

Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

11682/6

BLOCKS 18 & 19 ARE STRATUM BLOCKS LIMITED IN HEIGHT TO RL 574·06 AND LIMITED IN DEPTH TO RL 571·26
BLOCKS 43 TO 45 ARE STRATUM BLOCKS LIMITED IN HEIGHT TO RL 574·06 AND LIMITED IN DEPTH TO RL 571·26

SCALE 1:200
0 5 10 METRES

*JH

X21720/6

LEVEL 2

SHEET 7 OF 12 SHEETS

E F G H

6
18
DP 6

A A

B B

97°37' 68·57

3·925

97°37' 10·065

109°42' 5·255

97°37' 21·49

7°31' 10·415

97°37' 21·59

7°38' 10·415

85°32' 5·25

97°37' 1·145

S AT GROUND LEVEL

STAIRS

97°37' 6·88 (6·88)

7°36' 2·56 %%

7°43' 2·57

8°27' 1·12 (2·65)

97°59' 3·00

97°43' LIFT 9·69 ℄

7°36' 2·585

97°49' 0·50

7°49' 1·03

97°49' 0·515

STAIRS

7°37' 2·57

97°37' 6·88 (6·88)

97°35' 3·36

7°02' 1·10 (2·40)

7°33' 2·57

97°39' 9·33 ℄

7°33' 2·615

7°39' 1·00

98°13' 0·635

96°30' 0·65

C AVENUE

20
1798m²

18

STREET C

7°37' 87·515

7°36' # 18·095

7°38' 19·60 #

7°33' 18·11 #

7°34' 22·60 #

87·515 187°36'50"

97°34' 0·67

7°34' 4·455

97°34' 0·67

97°38' 0·66

7°37' 4·43

97°37' 0·66

C

D D

97°29' 4·105 ℄

STAIRS

97°43' 6·51 (6·51)

7°49' 3·35 ℄

(2·57)

7°49' 2·57 %%

97°43' 14·55 ℄

7°34' 0·825 ℄

LIFT 97°41' 4·765 ℄

7°28' 0·46 ℄

97°26' 6·065 ℄

97°37' 15·115

97°37' 5·78

148°24'30" 2·95

7°37' 2·26

21 13m²

7°37' 2·26

LIFT

LIFT

97°37' 5·78

CARPARK EXHAUST

46
4458m²

NORTHBOURNE

56°17'50" 32·19

(26·165)

MORT

0·10 CONC SLAB

68·575 277°37'

ELOUERA STREET

E F G H

BLOCK 20 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 576·86 AND LIMITED IN DEPTH TO RL 574·06
BLOCK 21 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 576·86 AND LIMITED IN DEPTH TO RL 574·06
BLOCK 46 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 576·86 AND LIMITED IN DEPTH TO RL 574·06

SCALE 1:200
0 5 10 METRES

THIS IS SHEET 7 OF MY PLAN IN 12 SHEETS

DATED 12 AUGUST 2019

(Signature) W.K. Campbell

Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

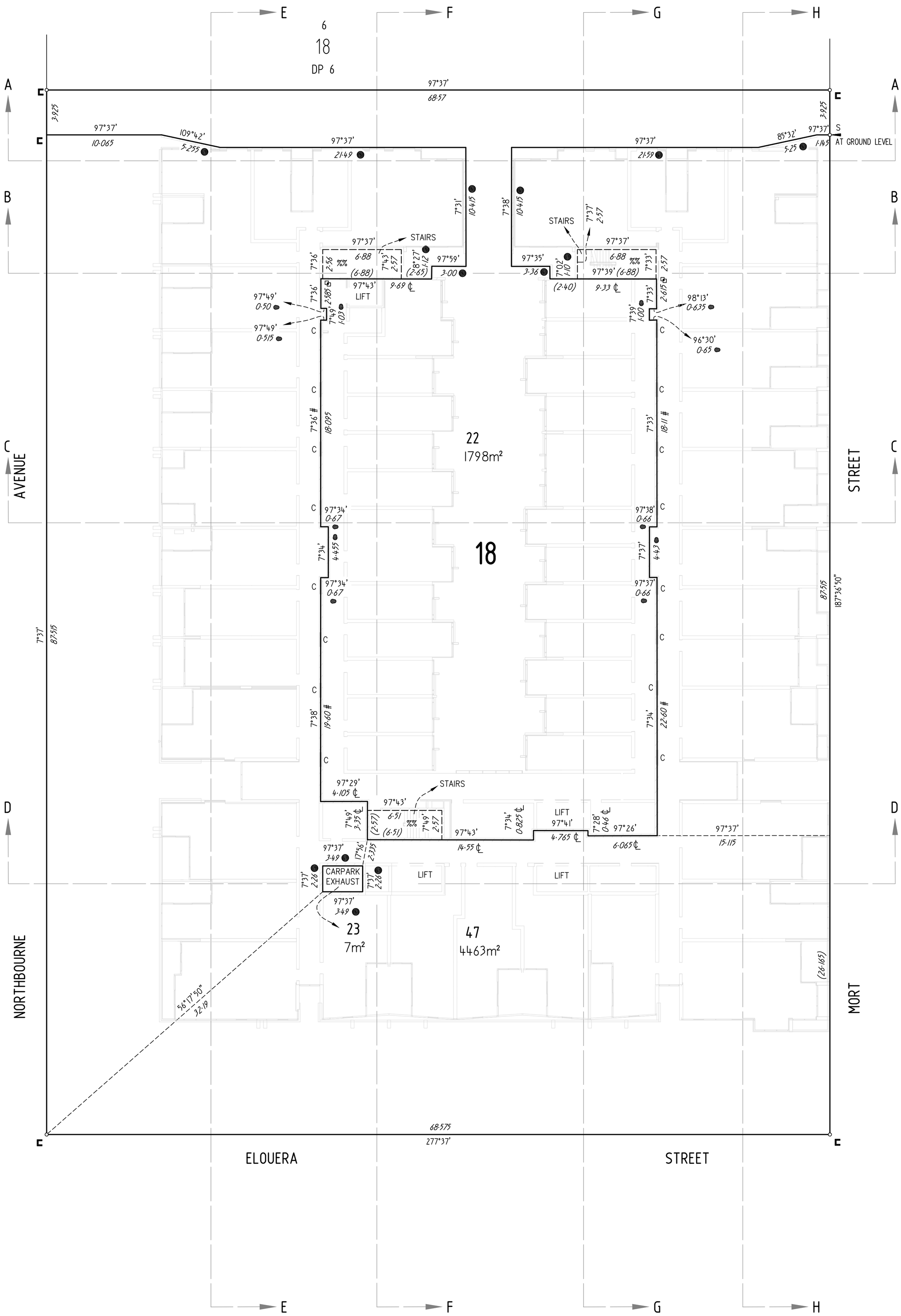
11682/7

*JH

X21720/7

LEVEL 3 TO LEVEL 7

SHEET 8 OF 12 SHEETS



BLOCK 22 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 590·86 AND LIMITED IN DEPTH TO RL 576·86
BLOCK 23 IS A STRATUM BLOCK UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL 576·86
BLOCK 47 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 590·86 AND LIMITED IN DEPTH TO RL 576·86

SCALE 1:200
0 5 10 METRES

THIS IS SHEET 8 OF MY PLAN IN 12 SHEETS

DATED 12 AUGUST 2019

(Signature)

Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

11682/8

*JH

X21720/8

LEVEL 8

SHEET 9 OF 12 SHEETS

6
18
DP 6

24
1732m²

18

23
7m²

48
4529m²

AVENUE

STREET

NORTHBOURNE

MORT

ELOUERA

STREET

STAIRS

LIFT

CARPARK EXHAUST

AT GROUND LEVEL

BLOCK 24 IS A STRATUM BLOCK UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL 590·86
BLOCK 48 IS A STRATUM BLOCK UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL 590·86

SCALE 1:200
0 5 10 METRES

THIS IS SHEET 9 OF MY PLAN IN 12 SHEETS

DATED 12 AUGUST 2019

(Signature)

Surveyor registered under the Surveyors Act 2007

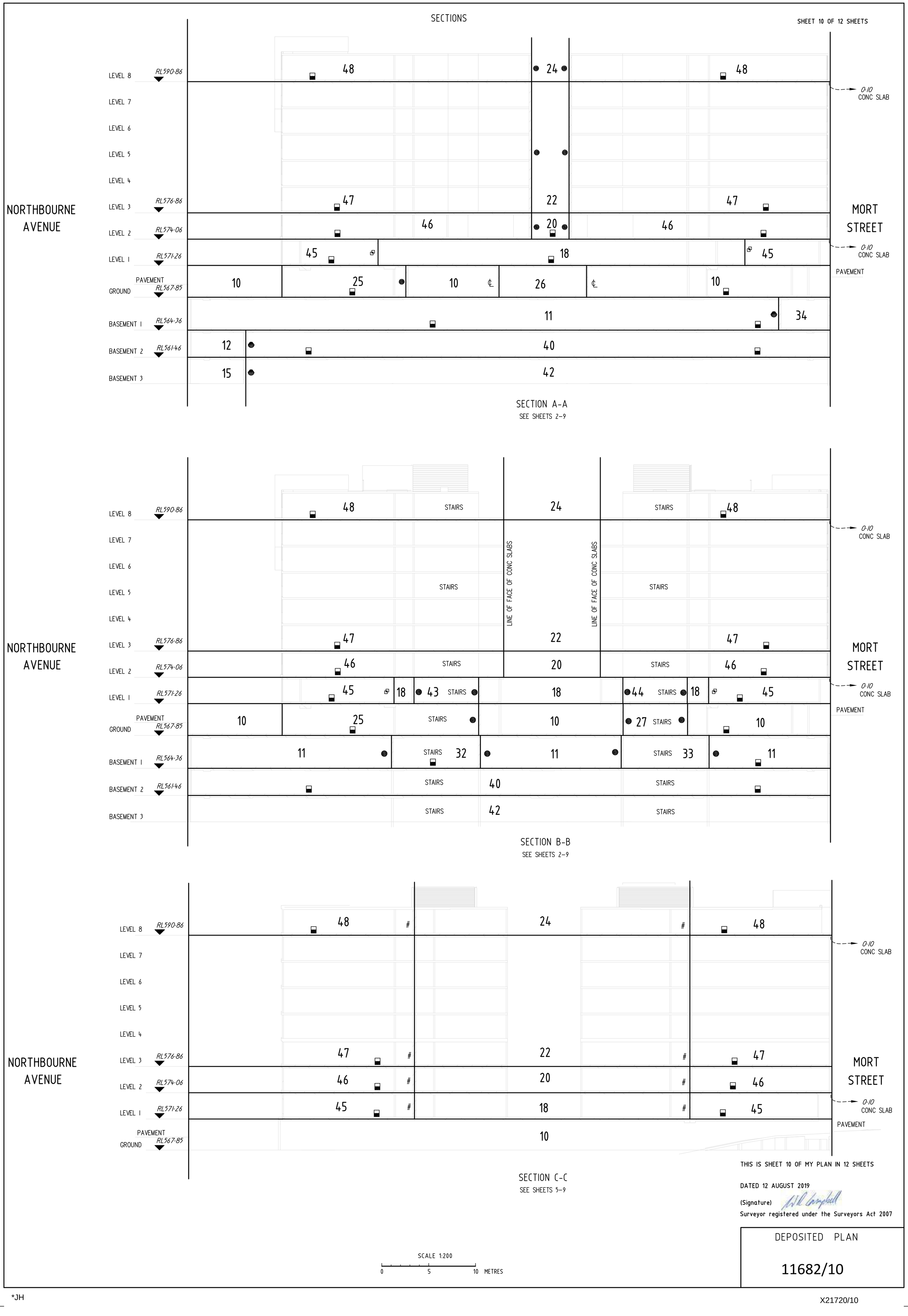
DEPOSITED PLAN

11682/9

*JH

X21720/9

SECTIONS



SCALE 1:200

0 5 10 METRES

THIS IS SHEET 10 OF MY PLAN IN 12 SHEETS

DATED 12 AUGUST 2019

(Signature)

Surveyor registered under the Surveyors Act 2007

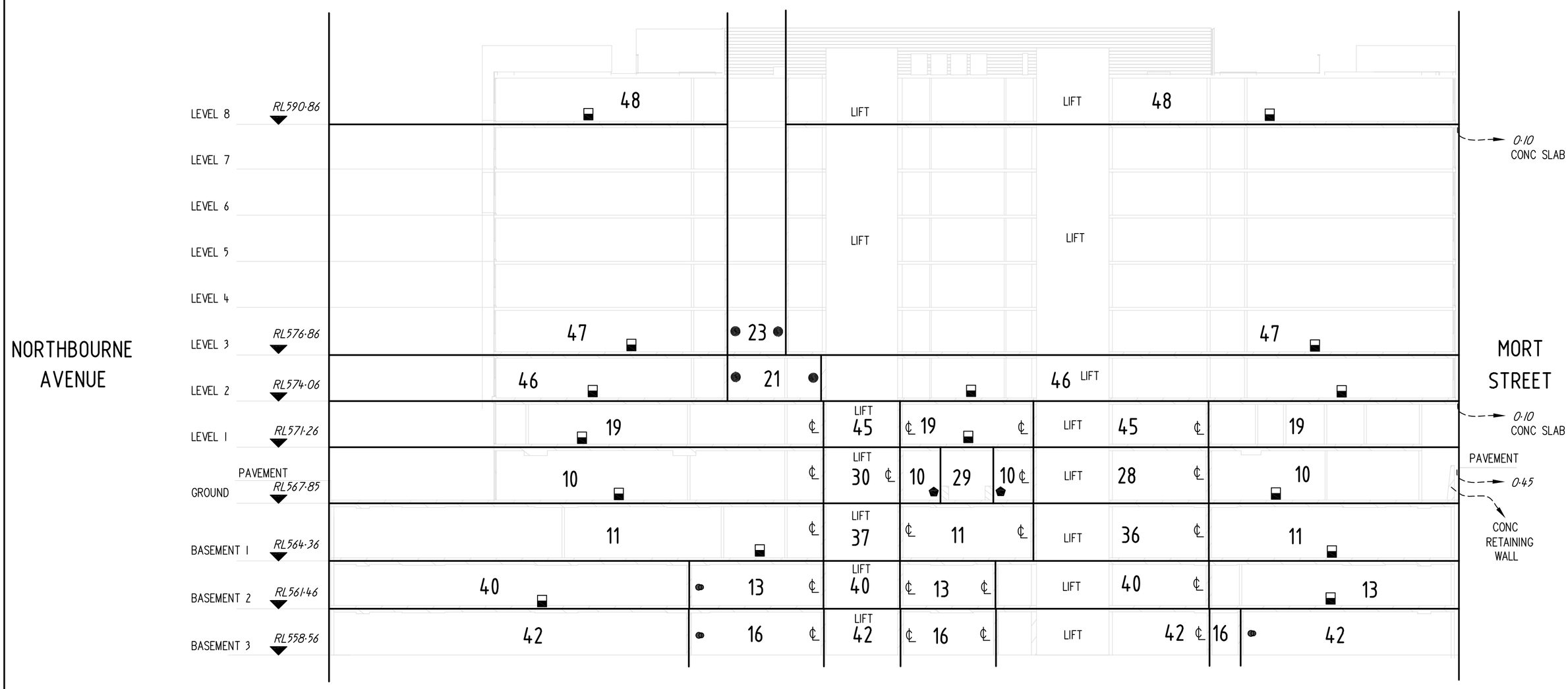
DEPOSITED PLAN

11682/10

*JH

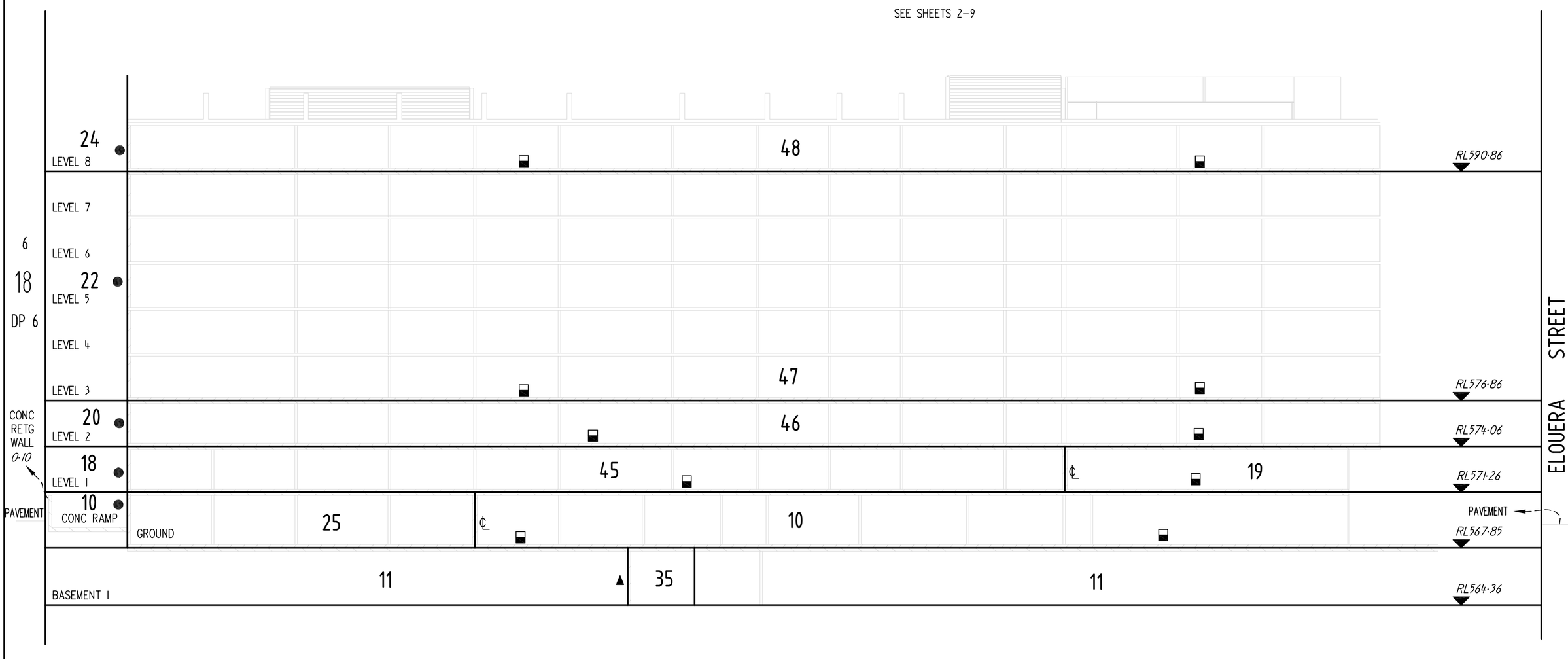
X21720/10

SECTIONS



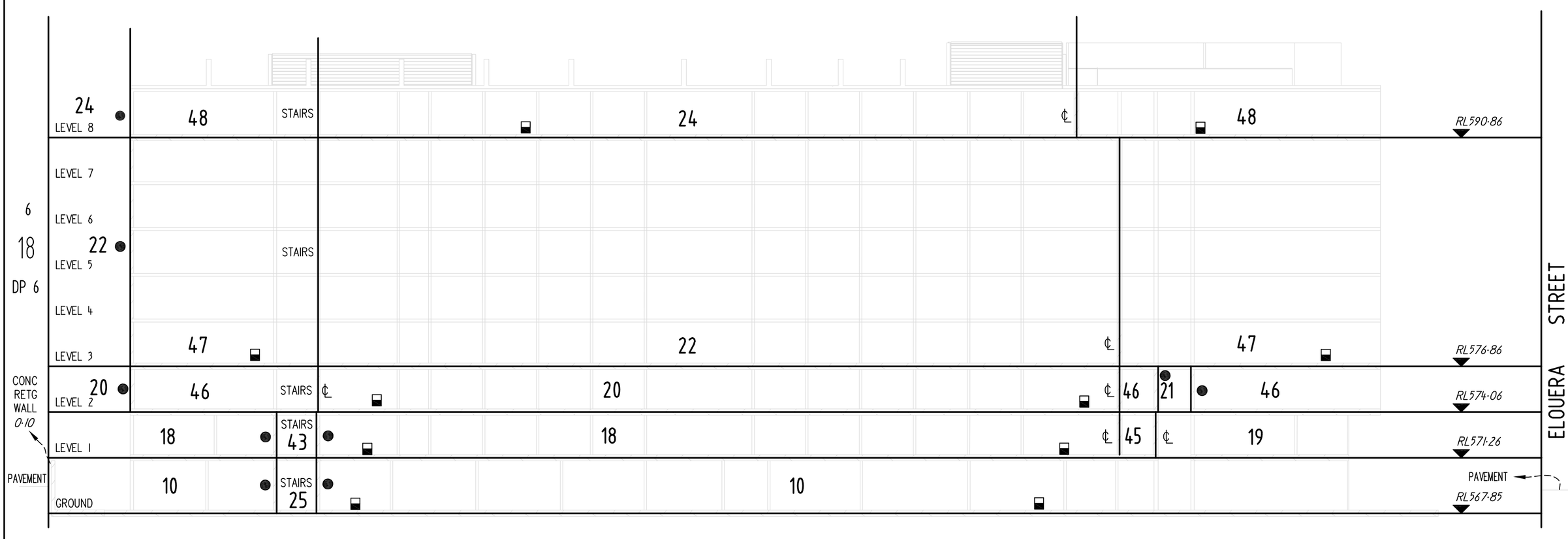
SECTION D-D

SEE SHEETS 2–9



SECTION E-E

SEE SHEETS 4–9



SECTION F-F

SEE SHEETS 5–9

SCALE 1:200

0 5 10 METRES

THIS IS SHEET 11 OF MY PLAN IN 12 SHEETS

DATED 12 AUGUST 2019

Surveyor registered under the Surveyors Act 2007

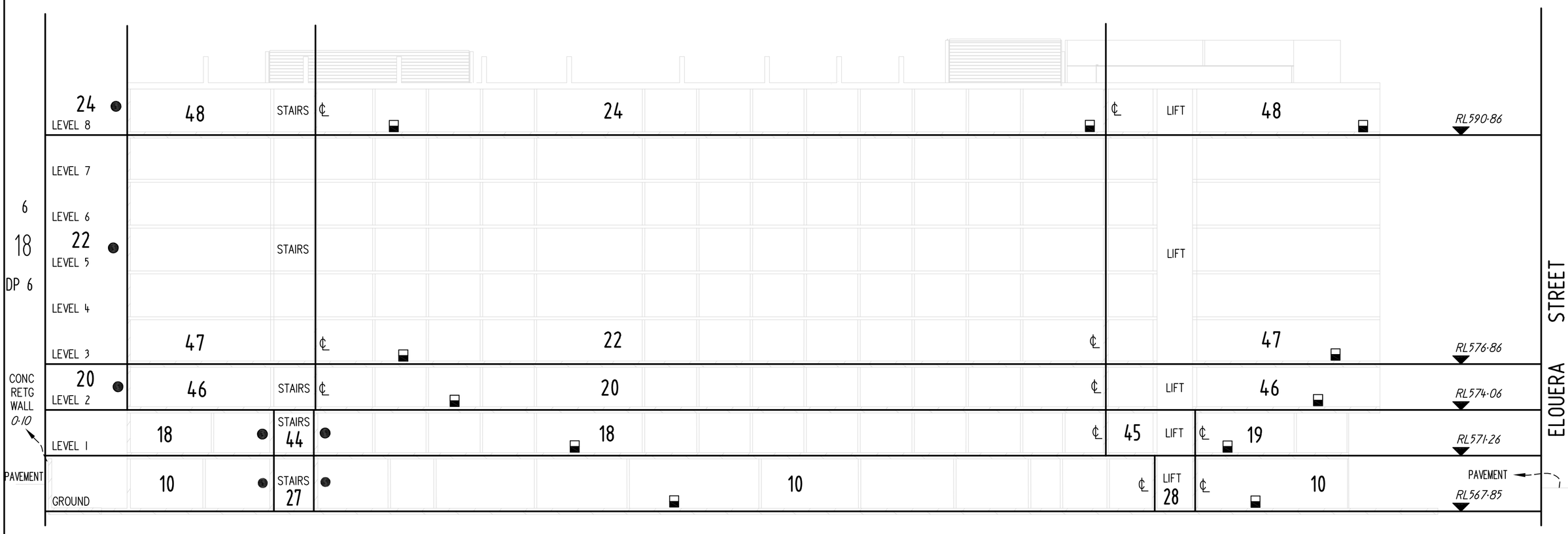
DEPOSITED PLAN

11682/11

*JH

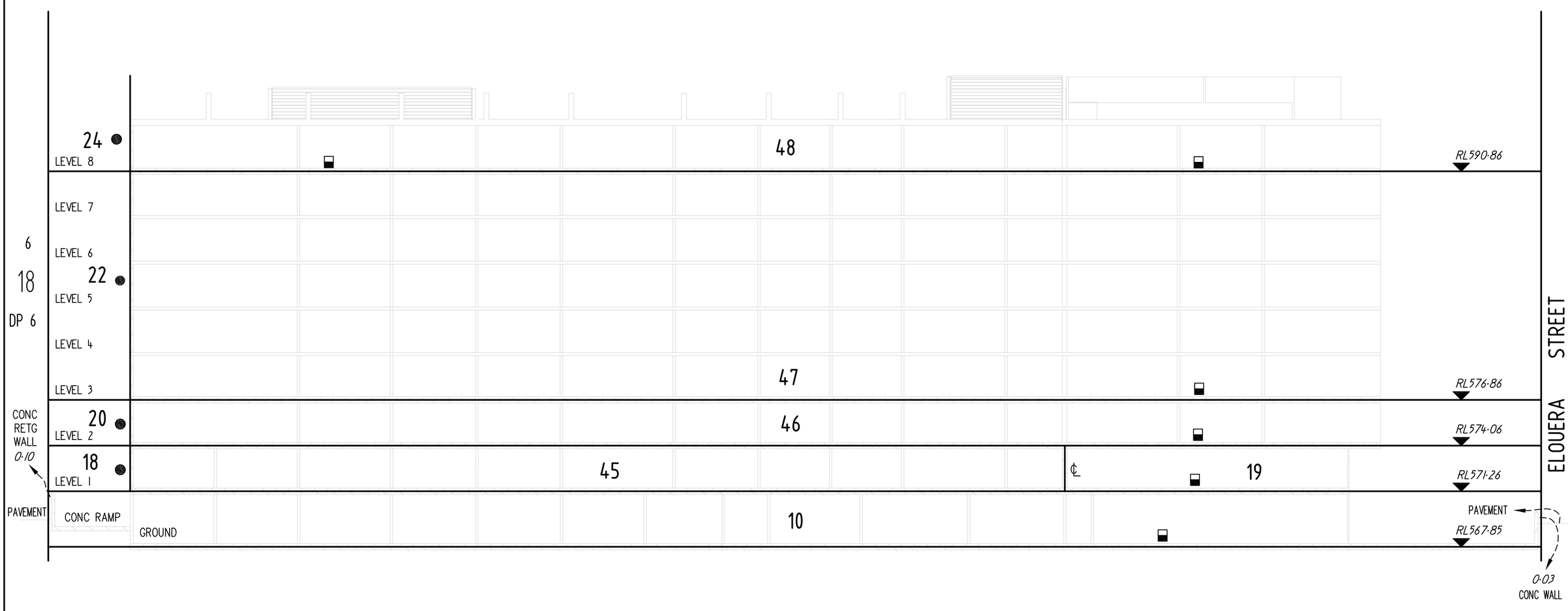
X21720/11

SECTIONS



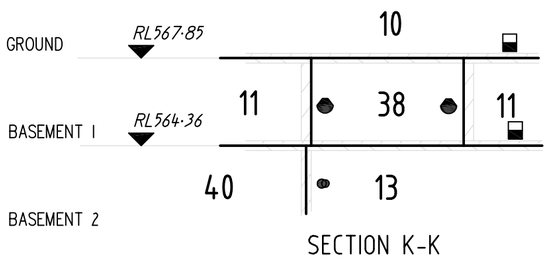
SECTION G-G

SEE SHEETS 5–9



SECTION H-H

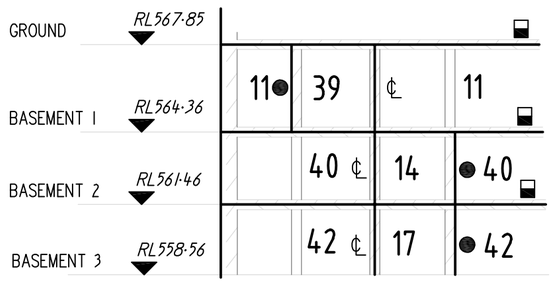
SEE SHEETS 5–9



SECTION K-K

SEE SHEET 4

NORTHBOURNE AVENUE

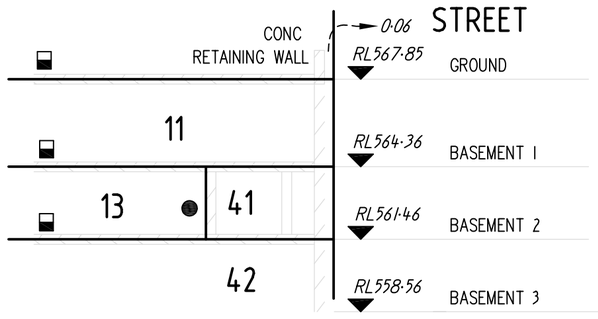


SECTION L-L

NOT TO SCALE

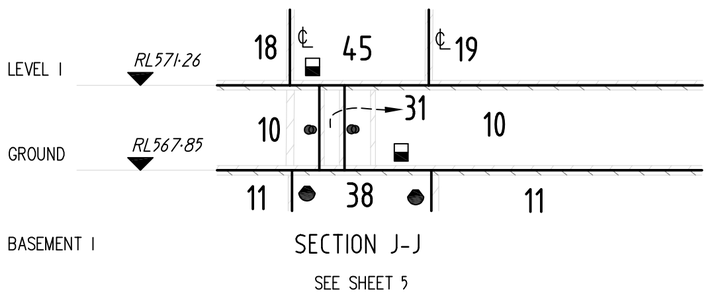
SEE SHEETS 2–5

MORT STREET



SECTION M-M

SEE SHEET 3



SECTION J-J

SEE SHEET 5

SCALE 1:200

0 5 10 METRES

THIS IS SHEET 12 OF MY PLAN IN 12 SHEETS

DATED 12 AUGUST 2019

Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

11682/12

*JH

X21720/12

Product	Title Details
Date/Time	21/05/2026 11:28AM
Customer Reference	25996
Order ID	20260521000601
Cost	$35.00

Volume 2428 **Folio** 30 **Edition** 3

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Braddon Section 18 Block 25 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Braddon Section 18 Block 26 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Braddon Section 18 Block 27 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Braddon Section 18 Block 28 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Braddon Section 18 Block 29 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Braddon Section 18 Block 30 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Braddon Section 18 Block 31 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Braddon Section 18 Block 32 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Braddon Section 18 Block 33 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Braddon Section 18 Block 34 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Braddon Section 18 Block 35 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Braddon Section 18 Block 36 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Braddon Section 18 Block 37 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Braddon Section 18 Block 38 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Braddon Section 18 Block 39 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Braddon Section 18 Block 40 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Braddon Section 18 Block 41 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Braddon Section 18 Block 42 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Braddon Section 18 Block 43 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Braddon Section 18 Block 44 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Braddon Section 18 Block 45 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Braddon Section 18 Block 46 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Braddon Section 18 Block 47 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Braddon Section 18 Block 48 on Deposited Plan 11682 with 230 units on Unit Plan 4769

Lease commenced on 04/11/2019, terminating on 19/08/2108

COMMON PROPERTY

Proprietor

The Owners-Units Plan No 4769

c/- Grady Strata and Facilities, PO Box 3197 Manuka 2603

This data (excluding administrative interests) is certified correct by the Registrar-General at 11:29:05 on 21/05/2026

Unregistered dealings have not been formally recorded in the register.

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
20/09/2019	2235637	Easement for access, access on foot, support, utility services and utility infrastructure
20/09/2019	2235638	Easement for access, access on foot, support, utility services and utility infrastructure
01/02/2022	3134425	Application to Note Special Resolution
03/02/2026	3434293	Application to Note Special Resolution - Refer Instrument

End of interests

This data (excluding administrative interests) is certified correct by the Registrar-General at 11:29:05 on 21/05/2026

Unregistered dealings have not been formally recorded in the register.

ACT Government

Access Canberra.

Chief Minist

T

LAND TITLES

TGE$2235637 09/09/2019 14:54:27

2235637

Land Titles Act 1925

Form 080 - TGE

LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
Meyer Vandenberg	Level 2, 121 Marcus Clarke St Canberra ACT 2601 brooke.campbell@mvlawyers.com.au	(02) 6279 4444

TITLE AND LAND DETAILS SERVIENT TENEMENT / GRANTOR				
Volume & Folio	District/Division	Section	Block	Unit
2422 : 25	Braddon	18	25-48	

TITLE AND LAND DETAILS DOMINANT TENEMENT / GRANTEE				
Volume & Folio	District/Division	Section	Block	Unit
2422 : 24	Braddon	18	10-24	

FULL NAME AND ADDRESS OF APPLICANT / GRANTOR / SERVIENT TENEMENT (Surname Last) (ACN required for all Companies)

NG LANDHOLDINGS No. 14 PTY LIMITED ACN 612 218 292 and ABODE BRADDON PTY LIMITED ACN 612 218 569
Unit 18, 24 Iron Knob Street, Fyshwick ACT 2609

FULL NAME AND ADDRESS OF GRANTEE / DOMINANT TENEMENT (Surname Last) (ACN required for all Companies)

NG LANDHOLDINGS No. 14 PTY LIMITED ACN 612 218 292 and ABODE BRADDON PTY LIMITED ACN 612 218 569
Unit 18, 24 Iron Knob Street, Fyshwick ACT 2609

TYPE OF APPLICATION (Please state in full the type of easement – ie, Easement for Overhang and Guttering)

Easement for Support
Easement for Utility Services
Easement for Utility Infrastructure
Easement for Access on Foot
Easement for Access

DETAILS OF APPLICATION (Please outline briefly and add full detail on annexure page with plan as attachment)

The applicant/s (grantor – servient tenement) hereby apply to transfer and grant an easement as described briefly below and in the attached plan –
Refer to the Deed of Transfer and Grant of Easement together with plans within Annexure 'A' and Annexure 'B' of that Deed, as attached.

CONSENTING PARTY – SUPPORTING DOCUMENTATION

Approved form AF2017-97 approved by Fred Arugay, Deputy Registrar-General on 29/03/2017 under section 140 of the *Land Titles Act 1925* (approved forms)
This form revokes AF2012-81
Unauthorised version prepared by ACT Parliamentary Counsel's Office

☒ Please complete and attach – **Form 042 – C – Consent** (One form required for each party required to consent)

RECITAL DOCUMENT

☒ Please complete and attach the recital document

DATE

9 September 2019

EXECUTION BY GRANTOR / SERVIENT TENEMENT

Print full name of grantor / servient tenement	Print full name of grantor / servient tenement
Executed by **NG Landholdings No. 14 Pty Limited ACN 612 218 292** in accordance with section 127 of the Corporations Act 2001:	Executed by **Abode Braddon Pty Limited ACN 612 218 569** in accordance with section 127 of the Corporations Act 2001:
Nikolaos Georgalis Sole Director/~~Secretary~~	Nikolaos Georgalis Sole Director/~~Secretary~~
Signature or common seal of grantor / servient tenement	Signature or common seal of grantee / servient tenement

EXECUTION BY GRANTEE / DOMINANT TENEMENT

Print full name of grantee / dominant tenement	Print full name of grantee / dominant tenement
Executed by **NG Landholdings No. 14 Pty Limited ACN 612 218 292** in accordance with section 127 of the Corporations Act 2001:	Executed by **Abode Braddon Pty Limited ACN 612 218 569** in accordance with section 127 of the Corporations Act 2001:
Nikolaos Georgalis Sole Director/~~Secretary~~	Nikolaos Georgalis Sole Director/~~Secretary~~
Signature or common seal of grantee / dominant tenement	Signature or common seal of grantee / servient tenement

OFFICE USE ONLY

Lodged by		Certificate of title lodged	
Data entered by		Certificates attached to title	
Registered by		~~Attachments~~ / Annexures	x legend
Registration date	20 SEP 2019	Consent form attached	

w:\1901483\p030.rtf

Approved form AF2017-97 approved by Fred Anugay, Deputy Registrar-General on 29/03/2017 under section 140 of the *Land Titles Act 1925* (approved forms)
This form revokes AF2012-81
Unauthorised version prepared by ACT Parliamentary Counsel's Office

DATED 9th September 2019

BETWEEN

NG LANDHOLDINGS No. 14 PTY LIMITED ACN 612 218 292 and ABODE BRADDON PTY LIMITED ACN 612 218 569 ~~AS TRUSTEE FOR THE ABODE BRADDON TRUST~~

AND

NG LANDHOLDINGS No. 14 PTY LIMITED ACN 612 218 292 and ABODE BRADDON PTY LIMITED ACN 612 218 569 ~~AS TRUSTEE FOR THE ABODE BRADDON TRUST~~

Deed of Transfer and Grant of Easement

IVI

MEYER VANDENBERG
LAWYERS

Level 2, 121 Marcus Clarke Street
Canberra City ACT 2601

Telephone: (02) 6279 4444
Facsimile: (02) 6279 4455
Email: email@meyervandenberg.com.au

CONTENTS

1	**DEFINITIONS & INTERPRETATION**	**3**
1.1	Definitions	3
1.2	Interpretation	7
1.3	Continuity and Survival of Covenants and Agreements	8
1.4	Replacement Body	8
2	**EASEMENTS**	**8**
2.1	Granted Easements	8
2.2	Statutory Rights and Obligations	9
2.3	Non Exclusive	9
3	**EASEMENT FOR SUPPORT**	**9**
3.1	Grantor's Obligation	9
3.2	Grantee's Entitlement	9
3.3	Notice	10
4	**UTILITY EASEMENTS**	**10**
4.1	Rights Relating to the Utility Easements	10
4.2	Ownership of Utility Infrastructure	10
4.3	Notice	11
4.4	Grantee's Utility Services	11
5	**ACCESS EASEMENTS**	**11**
5.1	Maintenance of Access Easements	11
5.2	Grantee's Entitlement	11
5.3	Notice	11
5.4	Costs	12
6	**EXERCISE OF RIGHTS BY GRANTEE**	**12**
7	**CONTRIBUTION TO COSTS**	**12**
7.1	Grantee to Contribute	12
7.2	Notice and Information	13
8	**GRANTEE MAY RECTIFY**	**13**
9	**DESTRUCTION OR DAMAGE**	**14**
9.1	Grantor must reconstruct	14
9.2	Grantee may reconstruct	14
10	**INSURANCE**	**14**
10.1	Obligation	14
10.2	Grantee may Insure	15
11	**COMPLIANCE BY GRANTEE'S AGENTS AND LAND USERS**	**15**
12	**RIGHTS OF AUTHORITIES**	**15**
13	**SURRENDER OF CROWN LEASE**	**15**

14	**GST**	**16**
14.1	Recovery of GST	16
14.2	Time of Payment	16
14.3	Adjustment of Additional Amount	16
14.4	Reimbursement	16
15	**APPLICATION TO UNIT TITLE**	**16**
15.1	Application of this clause	16
15.2	Benefit of Easements	16
15.3	Obligations of Unit owners in Servient Tenement	17
15.4	Inconsistency of Rules	17
15.5	Appointment Property Manager	17
16	**GOVERNING LAW**	**18**
SCHEDULE 1 – EASEMENTS FOR ACCESS		**20**
SCHEDULE 2 – EASEMENT FOR ACCESS ON FOOT		**23**
SCHEDULE 3 – EASEMENT FOR UTILITY SERVICES		**26**
ANNEXURE A		**27**
ANNEXURE B		**28**

2

THIS DEED is made on the 9th day of September 2019.

PARTIES

1 NG Landholdings No. 14 Pty Limited ACN 612 218 292 AND Abode Braddon Pty Limited ACN 612 218 569 as trustee for the Abode Braddon Trust

of Unit 18, 24 Iron Knob Street, Fyshwick ACT 2609;

('**Grantor**')

2 NG Landholdings No. 14 Pty Limited ACN 612 218 292 AND Abode Braddon Pty Limited ACN 612 218 569 as trustee for the Abode Braddon Trust

of Unit 18, 24 Iron Knob Street, Fyshwick ACT 2609;

('**Grantee**')

BACKGROUND

A. The Grantor is the Crown lessee of the Servient Tenement.

B. The Grantee is the Crown lessee of the Dominant Tenement.

C. The Grantor and the Grantee have agreed that the Grantor will grant to the Grantee the easements and rights over and in respect of the Servient Tenement on the terms contained in this Deed.

D. The Grantee accepts the grant of the easements and rights in accordance with and subject to the terms contained in this Deed.

OPERATIVE PROVISIONS

1 DEFINITIONS & INTERPRETATION

1.1 Definitions

The following words have these meanings in this Deed unless the contrary intention appears:

(a) **Access Easements** means the easements granted by the Grantor under clause 2.1(d);

(b) **Agents** means employees, contractors, agents, officers and authorised persons;

(c) **Authority** means any government, governmental authority, semi-governmental authority, department, commission, agency, instrumentality, council or utility, and includes:

(i) any 'service provider' identified or described in a Crown lease for a Stratum Parcel;

(ii) the Planning and Land Authority established by section 10 of the *Planning and Development Act 2007* (ACT); and

(iii) any person providing a public utility service;

(d) **Commonwealth** means the Commonwealth of Australia;

(e) **Commercial Parcel** means Blocks 10 - 24 Section 18 Braddon;

(f) **Common Property** has the meaning given in the *Unit Titles Act 2001* (ACT);

(g) **Costs** means, whether present or contingent, all costs, claims, actions, proceedings, liabilities, damage, loss, expenses, fees, and charges;

(h) **Deed** means this deed of Transfer and Grant of Easement and all schedules and annexures to it;

(i) **Dominant Tenement** means the Commercial Parcel;

(j) **Dominant Tenement Car Parking** means those parts of the Dominant Tenement designed for use associated with parking Vehicles including all driveways and access ways;

(k) **Easement for Access** means the non-exclusive right to pass and repass at all times by day and by night with vehicles or on foot, and with or without, materials and equipment over the parts of the Servient Tenement identified in Schedule 1 for the purposes specified in Schedule 1;

(l) **Easement for Access on Foot** means the non-exclusive right to pass and repass at all times by day and by night on foot and with or without, materials and equipment over the parts of the Servient Tenement identified in Schedule 2 for the purposes specified in Schedule 2;

(m) **Easement for Support** means the non-exclusive right to have the improvements within or forming part of the Servient Tenement (whether such improvements are lateral, superjacent, or subjacent, to the Dominant Tenement) support and uphold the improvements and structure within or forming part of the Dominant Tenement;

(n) **Easement for Utility Infrastructure** means the non-exclusive right to enter onto the Servient Tenement with or without, vehicles, plant, tools, equipment and materials, using the most practical route at all reasonable times (and at any time in the event of an emergency) and remain there for such periods as are reasonably necessary for the purpose of inspecting, accessing, assembling, constructing, installing, establishing, maintaining, fixing, repairing, renewing, replacing, removing, or upgrading Utility Infrastructure within the parts of the Servient Tenement designated as Easement for Utility Services;

(o) **Easement for Utility Services** means the non-exclusive right to install, establish, maintain, fix, keep, repair, renew, replace, and upgrade Utility Infrastructure over the parts of the Servient Tenement

identified in Schedule 3 for any purpose connected with one or more Utility Service;

(p) **GST** has the meaning it has in the GST Act;

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

(r) **Grantee** means the registered owner of the Dominant Tenement, its successors, controllers and assigns and, where a Units Plan is registered on the Dominant Tenement (or part of it) the owners corporation for the Units Plan.

(s) **Grantee's Land Users** means:

(i) the owners and occupiers of the Dominant Tenement;

(ii) the owners and occupiers of Units (if any) within the Dominant Tenement, or part of the Dominant Tenement; and

(iii) the invitees, visitors and other authorised persons of the owners and occupiers under paragraphs (i) and (ii) above;

(t) **Grantee's Percentage** means the ratio that the area of the Dominant Tenement bears to the combined area of the Dominant Tenement and the Servient Tenement expressed as a percentage, which as at the date of this Deed is 45.3%;

(u) **Granted Easements** means the easements granted by the Grantor under clause 2.1 of this Deed;

(v) **Grantor** means the registered owner of the Servient Tenement, its successors, controllers and assigns and, where a Units Plan is registered on the Servient Tenement (or part of it) the owners corporation for the Units Plan;

(w) **Grantor's Land Users** means:

(i) the owners and occupiers of the Servient Tenement;

(ii) the owners and occupiers of Units (if any) within the Servient Tenement, or part of the Servient Tenement; and

(iii) the invitees, visitors and other authorised persons of the owners and occupiers under paragraphs (i) and (ii) above;

(x) **Grantor's Percentage** means the ratio that the area of the Servient Tenement bears to the combined area of the Dominant Tenement and the Servient Tenement expressed as a percentage, which as at the date of this Deed is 54.7%;

(y) **Law** includes Commonwealth and Territory legislation, case law, right or equity;

(z) **Party Wall** has the same meaning as in the *Common Boundaries Act* 1981 (ACT);

(aa) **Party Wall Obligations** means the provisions of the *Common Boundaries Act* 1981 (ACT) relating to a Party Wall;

(bb) **Plans** means the plans attached to this Deed at Annexure A and Annexure B;

(cc) **Property Manager** means the manager as referred to under clause 15.5(a) of this Deed;

(dd) **Public Utility Entitlement** means any right or entitlement conferred on any Authority by:

(i) any statute (Commonwealth or Territory); or

(ii) the Crown lease for a Stratum Parcel,

entitling the Authority to enter onto the Servient Tenement to undertake any works, or to access, inspect, construct, install, fix, repair, replace, upgrade, remove, maintain or keep any Utility Infrastructure on the Servient Tenement which benefits the Dominant Tenement in whole or in part;

(ee) **Residential Parcel** means Blocks 25-48 Section 18 Braddon;

(ff) **Rules** means the rules of the owners corporation (if any) for the Servient Tenement;

(gg) **Servient Tenement** means the Residential Parcel;

(hh) **Stratum Parcels** means the Commercial Parcel and the Residential Parcel and each one a **Stratum Parcel**;

(ii) **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* (Cth);

(jj) **Unit** has the meaning given in the *Unit Titles Act 2001* (ACT);

(kk) **Unitisation** means the registration of a Units Plan;

(ll) **Units Plan** mean a units plan within the meaning of the *Unit Titles Act 2001* (ACT) that has been registered on a Stratum Parcel;

(mm) **Utility Easements** means the easements granted by the Grantor under clauses 2.1(b) and 2.1(c);

(nn) **Utility Infrastructure** means cables, wires, pipes, sewers, drains, ducts, plant, infrastructure, and any other items or equipment by which Utility Services are or can be supplied;

(oo) **Utility Services** means:

(i) water reticulation or supply;

(ii) gas reticulation or supply;

(iii) air supply and exhaust services;

(iv) electricity supply;

(v) fire services including sprinklers and smoke spill services;

(vi) air-conditioning, whether for heating or cooling;

(vii) telecommunication and internet and associated services (including NBN network or data cabling);

(viii) computer, television, radio or other transmission services;

(ix) a sewer system;

(x) drainage;

(xi) a system for the removal of garbage or waste;

(xii) security systems;

(xiii) exhaust systems; and

(xiv) any other utility system or service designed to improve the amenity, or increase the enjoyment of the Dominant Tenement and any improvements on it; and

(pp) **Vehicles** means ordinary motor car vehicles with an approximate gross vehicle mass of 4.5 tonnes and includes motorcycles and bicycles.

1.2 Interpretation

In this Deed unless the contrary intention appears:

(a) a reference to a person includes a reference to a body corporate and an owners corporation;

(b) a reference to a statute, ordinance, code or other Law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(c) the singular includes the plural and vice versa;

(d) headings do not affect the interpretation of this Deed;

(e) the word "include" is used without any limitation;

(f) a reference to an "Annexure" or "Schedule" is a reference to an annexure or schedule to this Deed;

(g) if a party comprises more than one entity, the obligations and covenants given by those entities are given by and bind those entities jointly and severally; and

(h) a party that is a trustee is bound both personally and in its capacity as a trustee.

1.3 Continuity and Survival of Covenants and Agreements

(a) The terms, covenants, obligations and agreements in this Deed:

(i) bind the Grantee and every person who is entitled after the date of this Deed to an estate or interest in possession of the Dominant Tenement or any part of it;

(ii) bind the Grantor and every person who is entitled after the date of this Deed to an estate or interest in possession of the Servient Tenement or any part of it; and

(iii) will not bind a person from the time that person ceases to be the owner, or entitled to an estate or interest in possession, of the Dominant Tenement or the Servient Tenement except in respect of any breaches or obligations which occurred or were incurred prior to that time, for which they will remain liable.

(b) The parties intend that the benefit and burden of the terms, covenants and agreements in this Deed will pass with the Dominant Tenement and the Servient Tenement and all estates or interest in possession to which they may from time to time be subject.

1.4 Replacement Body

A reference in this Deed to any person or body which:

(a) is replaced, is a reference to the body or person that replaced it; or

(b) ceases to exist, is a reference to the body or person which has substantially the same objects as that body or person.

2 EASEMENTS

2.1 Granted Easements

Subject to the Grantee complying in all material respects with its obligations under this Deed, the Grantor grants to:

(a) the Grantee the Easement for Support;

(b) the Grantee the Easement for Utility Services;

(c) the Grantee and its Agents the Easement for Utility Infrastructure; and

(d) the Grantee, its Agents and the Grantee's Land Users the:

(i) Easement for Access on Foot; and

(ii) Easement for Access.

2.2 Statutory Rights and Obligations

The Grantee and the Grantor acknowledge that:

(a) the boundaries between the Stratum Parcels may be Party Walls and subject to the Party Wall Obligations; and

(b) the Servient Tenement may be subject to one or more Public Utility Entitlements.

2.3 Non Exclusive

The Grantee acknowledges and agrees that:

(a) nothing in this Deed gives the Grantee exclusive use or exclusive entitlement to the Granted Easements; and

(b) the Grantee must not exclude the Grantor, its Agents or the Grantor's Land Users (where applicable) from accessing or using any of the Granted Easements other than any temporary interruptions which may be necessary while undertaking activities permitted under this Deed.

3 EASEMENT FOR SUPPORT

3.1 Grantor's Obligation

The Grantor covenants that it will at all times keep the structure of the Servient Tenement in a state and condition that it can support and uphold the improvements and structures within or forming part of the Dominant Tenement.

3.2 Grantee's Entitlement

Where in the reasonable opinion of the Grantee the structure of the Servient Tenement:

(a) is not in a state or condition that it can support and uphold the improvements or structure within or forming part of the Dominant Tenement; or

(b) will not, unless works are undertaken within a reasonably imminent period of time, remain in a state or condition that it can support and uphold the improvements or structure within or forming part of the Dominant Tenement,

the Grantee and its Agents:

(c) have, in addition to any other right (statutory or otherwise), the right to:

(i) enter onto the Servient Tenement with or without, vehicles, plant, tools, equipment and materials, using the most practical route at all reasonable times (and at any time in the event of an emergency) and remain there for such periods as are

reasonably necessary to inspect the structure of the Servient Tenement and to undertake such works and activities as the Grantee is permitted under this Deed to undertake; and

(ii) undertake all works to the Servient Tenement that are in the Grantee's opinion reasonably necessary to ensure or procure that the Dominant Tenement has full benefit of the Easement for Support and to rectify any damage caused to the Dominant Tenement, including the entitlement to:

A. undertake works to maintain the structure or fabric of the Servient Tenement; and

B. erect and keep for so long as is reasonably necessary temporary scaffolding, supporting structures and other equipment on the Servient Tenement to support or uphold the structure of the Dominant Tenement.

3.3 Notice

Except in the case of an emergency where no notice is required, prior to exercising any right under clause 3.2 the Grantee must serve not less than 21 days written notice on the Grantor specifying:

(a) the deficiency in, or risk to, the structure of the Servient Tenement and its effect on the Dominant Tenement; and

(b) the works or action that the Grantee intends to undertake and the manner in which it will be undertaken.

4 UTILITY EASEMENTS

4.1 Rights Relating to the Utility Easements

In exercising any right relating to a Utility Easement, the Grantee and its Agents have, in addition to any other right (statutory or otherwise), the right to enter onto the Servient Tenement with or without, vehicles, plant, tools, equipment and materials, using the most practical route (at all reasonable times (and at any time in the event of an emergency) and remain there for such periods as are reasonably necessary for all purposes connected with a Utility Easement.

4.2 Ownership of Utility Infrastructure

(a) All Utility Infrastructure that exclusively benefits the Dominant Tenement and which is located on the Servient Tenement is (subject to any rights of a relevant Authority to the contrary) the property of the Grantee.

(b) All Utility Infrastructure that benefits both the Dominant Tenement and the Servient Tenement and which is located on the Servient Tenement is (subject to any rights of a relevant Authority to the contrary) the property of both the Grantee and the Grantor.

(c) All Utility Infrastructure located on the Servient Tenement other than that contemplated in clause 4.2(a) and 4.2(b) is (subject to any rights of a relevant Authority to the contrary) the property of the Grantor.

4.3 Notice

Except in an emergency where no notice is required, the Grantee must, before entering the Servient Tenement to carry out any works in connection with a Utility Easement, give reasonable written notice to the Grantor identifying:

(a) the works or activities that the Grantee intends to undertake;

(b) the manner in which it will be undertaken; and

(c) the expected duration of those works or activities.

4.4 Grantee's Utility Services

Nothing in this Deed limits the obligation of the Grantee to maintain at its own cost its own Utility Services or Utility Infrastructure.

5 ACCESS EASEMENTS

5.1 Maintenance of Access Easements

The Grantor must keep and maintain the Access Easements including keeping them:

(a) illuminated where and when reasonably necessary for their safe use and enjoyment;

(b) clear and free of obstructions; and

(c) in a clean state and condition.

5.2 Grantee's Entitlement

Where, in the reasonable opinion of the Grantee, the Grantor has failed to comply with its obligations under clause 5.1 the Grantee and its Agents have, in addition to any other right, statutory or otherwise, the right to:

(a) enter onto the Servient Tenement using the most practical route with or without, vehicles, plant, tools, equipment and materials, at all reasonable times (and at any time in the event of an emergency) and remain there for such periods as are reasonably necessary to inspect the structure of the Servient Tenement and to undertake such works and activities as the Grantee is permitted to undertake; and

(b) undertake all works to the Servient Tenement that are in the Grantee's opinion reasonably necessary to ensure that the Dominant Tenement has full benefit of the Access Easements.

5.3 Notice

Except in the case of an emergency where no notice is required, prior to exercising any right under clause 5.2 the Grantee must serve not less than 21 days written notice on the Grantor identifying:

(a) the Grantor's failure to comply with its obligations under clause 5.1;

(b) the works or action that the Grantee intends to undertake;

(c) the manner in which it will be undertaken; and

(d) the expected duration of those works.

5.4 Costs

(a) The Grantee must pay to the Grantor on demand the Grantee's Percentage of the Costs incurred by the Grantor in cleaning, maintaining and repairing the Access Easements.

(b) Where the provisions of clause 5.2 apply, the Grantor must pay to the Grantee on demand the Grantor's Percentage of the Costs incurred by the Grantee.

6 EXERCISE OF RIGHTS BY GRANTEE

The Grantee and its Agents in exercising the rights under clause 3.2, 4.1 or 5.2 must:

(a) do so in a manner that will, so far as is reasonably practicable, minimise any:

(i) inconvenience to the Grantor and Grantor's Land Users; and

(ii) damage to the Servient Tenement;

(b) promptly make good all damage caused to the Servient Tenement to the reasonable satisfaction of the Grantor; and

(c) when carrying out any works, except where prior arrangements have been made with the Grantor or in an emergency:

(i) not deliberately disrupt any Utility Service to the Servient Tenement or any part of it in circumstances where the Grantor or any of the Grantee's Land Users may suffer interruption to the business or commercial activities conducted on the Servient Tenement; and

(ii) comply with the reasonable security or other arrangements or requirements ordinarily applying for persons entering the Servient Tenement.

7 CONTRIBUTION TO COSTS

7.1 Grantee to Contribute

Subject to the Grantor complying with clause 7.2, the Grantee agrees to pay to the Grantor within 21 days of demand the Grantee's Percentage of the Costs incurred by the Grantor in respect of:

(a) any works, repair or maintenance to the structure of the Servient Tenement where such works, repair or maintenance is reasonably necessary to comply with the Grantor's obligations under or in connection with the Easement for Support, the Utility Easements or the Access Easements; and

(b) any cleaning, maintenance, upgrades, resurfacing works, or other works that are not of a structural nature but which are reasonably necessary to be undertaken to ensure that the Grantee has the continued benefit of the Access Easements but excluding any works that are decorative in nature or which are for aesthetic purposes only.

7.2 Notice and Information

(a) Except in the case of an emergency when no notice is required, prior to undertaking any works, repair or maintenance that is subject to a contribution by the Grantee under clause 7.1 ('**Stratum Works**') the Grantor must not less than 21 days prior to the earlier of the works being undertaken or the Grantor incurring a liability to any contractor, provide the Grantee with written notice identifying in reasonable detail:

(i) the Stratum Works and the circumstances giving rise to the requirement for the Stratum Works;

(ii) the manner in which the Stratum Works will be undertaken and their expected duration; and

(iii) at least 2 quotes from reputable contractors with expertise in the relevant Stratum Works.

(b) Following completion of the Stratum Works the Grantor must provide the Grantee with:

(i) evidence that the Stratum Works, where required to comply, comply with all applicable Laws;

(ii) evidence of the Cost of the Stratum Works; and

(iii) copies of any documentation relating to the Stratum Works that the Grantee reasonably requests.

8 GRANTEE MAY RECTIFY

After giving the Grantor reasonable notice, the Grantee may, without prejudice to any other right that the Grantee may have or be entitled to under this Deed:

(a) do anything:

(i) which the Grantor should have done under this Deed but which has not been done within a reasonable time; or

(ii) which the Grantee reasonably considers that the Grantor has not done properly; and

(b) recover from the Grantor:

(i) where, had the Grantor performed the relevant obligation properly or promptly the Grantee would have had an obligation to pay the Grantee's Percentage of the Costs, the Grantor's Percentage of the Costs incurred by the Grantee, or for which the Grantee is liable for, in connection with the works or action undertaken by the Grantee; and

(ii) where, had the Grantor performed the obligation properly or promptly the Grantee would not have had an obligation to pay the Grantee's Percentage of the Costs, the entirety of the Costs incurred by the Grantee, or for which the Grantee is liable for, in connection with the works or action undertaken by the Grantee.

9 DESTRUCTION OR DAMAGE

9.1 Grantor must reconstruct

If for any reason the improvements on the Servient Tenement are damaged, destroyed or removed (in whole or in part) from the Servient Tenement and such damage, destruction or removal adversely affects the Grantee's enjoyment of the Easement for Support, the Grantor must as soon as is practicable following the damage, destruction or removal cause the reinstatement of the improvements:

(a) at the Grantor's own Cost;

(b) with all reasonable speed; and

(c) in a good and workmanlike manner and in compliance with all applicable Laws,

to a state and condition that enables the Grantee to enjoy the full benefit of the Easement for Support.

9.2 Grantee may reconstruct

If, in the Grantee's reasonable opinion the Grantor has not complied, or will not comply with, its obligations under clause 9.1, the Grantee may, at the cost of the Grantor, cause the reinstatement of the structure of the improvements to a state and condition that enables the Grantee to enjoy the full benefit of the Easement for Support.

10 INSURANCE

10.1 Obligation

The Grantor must:

(a) ensure that at all times the improvements on the Servient Tenement are insured with a reputable insurer:

(i) covering the full reinstatement Cost of the improvements including removal of damaged and destroyed improvements and the Cost of obtaining all necessary approvals for reinstatement of the improvements;

(ii) against all risks that a prudent landowner would insure against including loss or damage by fire, wind, storm, impact and tempest including resulting from explosion; and

(b) provide the Grantee with evidence of the insurance effected by the Grantor when requested by the Grantee.

10.2 Grantee may Insure

Where, in the reasonable opinion of the Grantee, the Grantor has failed to comply with its obligations under clause 10.1 the Grantee may, at the cost of the Grantor, put in place insurance covering the improvements on the Servient Tenement.

11 COMPLIANCE BY GRANTEE'S AGENTS AND LAND USERS

The Grantee must use all reasonable endeavours to ensure that the Grantee's Agents and the Grantee's Land Users, when exercising any rights or entitlements that benefit or accrue to them under this Deed, comply with the terms of this Deed.

12 RIGHTS OF AUTHORITIES

(a) The Grantee and the Grantor must:

(i) permit an Authority that has reasonable cause or entitlement, to enter onto the Dominant Tenement and the Servient Tenement to inspect and test Utility Infrastructure and/or Public Utility Entitlement and its use; and

(ii) comply with the lawful directions of an Authority made in connection with Utility Infrastructure, Utility Services and/or Public Utility Entitlement or their use.

(b) The Grantee and the Grantor agree that it is their intention that an Authority has the benefit of, and may enforce, the right conferred by this clause 12 despite an Authority not being a party to this Deed.

13 SURRENDER OF CROWN LEASE

If:

(a) the Grantor surrenders its Crown lease in respect of the Servient Tenement;

(b) the Grantee surrenders its Crown lease in respect of the Dominant Tenement; or

(c) any other act, event, occurrence (other than the agreement of the Grantor and the Grantee) terminates, invalidates or renders the grant of the Granted Easements in whole or in part void,

the Grantor and the Grantee must as soon as practicable do all things necessary to:

(d) enter into a replacement Deed of Transfer and Grant of Easements on substantially the same terms as this Deed; and

(e) do all things necessary to ensure that at all times the Dominant Tenement enjoys and has the benefit of the Granted Easements.

14 GST

14.1 Recovery of GST

If a supply under this Deed is subject to GST, the recipient must pay to the supplier an additional amount equal to the amount of the consideration multiplied by the applicable GST rate.

14.2 Time of Payment

The additional amount is payable at the same time as the consideration for the supply is payable or is to be provided. However, the additional amount need not be paid until the supplier gives the recipient a valid tax invoice.

14.3 Adjustment of Additional Amount

If the additional amount differs from the amount of GST payable by the supplier, the parties must adjust the additional amount.

14.4 Reimbursement

If a party is entitled to be reimbursed or indemnified under this Deed, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an input tax credit.

15 APPLICATION TO UNIT TITLE

15.1 Application of this clause

This clause 15 applies in the event that a Stratum Parcel is subject to Unitisation.

15.2 Benefit of Easements

The Grantor and the Grantee acknowledge and agree that following Unitisation:

(a) all obligations imposed or arising under this Deed will continue to subsist for the benefit and burden of the relevant Units Plan; and

(b) the owners corporation for the Units Plan registered on the Dominant Tenement may authorise:

(i) all of the Grantee's Land Users; or

(ii) one or more persons or category of persons within the definition of the Grantee's Land Users, to the exclusion of the owners, occupiers and visitors of specified Units within the Units Plan,

to use and enjoy, some or all of the:

(iii) Access Easements; or

(iv) Utility Easements,

in common with the Units Plan.

15.3 Obligations of Unit owners in Servient Tenement

Following Unitisation every person who is entitled to an estate or interest in a Unit in the Units Plan registered on the Servient Tenement must comply with the obligations of the Grantor under this Deed.

15.4 Inconsistency of Rules

Without limiting this Deed:

(a) the Rules of the Units Plan may not override the rights granted to the Grantee or the obligations assumed by the Grantor under this Deed; and

(b) if the Rules of the Units Plan allocate responsibility for complying with obligations under this Deed to a different person than that set out in this Deed, this Deed prevails to the extent of the inconsistency.

15.5 Appointment Property Manager

(a) The parties agree and acknowledge that:

(i) the harmonious and practical administration of the Stratum Parcels in a cost effective way may be best achieved by the appointment of a single manager ('**Property Manager**') to manage the structures within the Stratum Parcels and to administer the Units Plan(s);

(ii) the provisions of the *Unit Titles (Management) Act* 2011 (ACT) as at the date of this Deed prevent the Units Plan(s) from being obliged to appoint the same Property Manager;

(iii) the parties will recommend to the owners corporations for the Units Plan(s) that the same Property Manager be appointed to both Stratum Parcels; and

(iv) in the event that the same Property Manager is appointed to both Stratum Parcels the remaining provisions of this clause 15.5 will apply.

(b) The Property Manager may, subject to the direction of the parties appointing the Property Manager:

(i) be appointed under a separate contract in respect of each Stratum Parcel;

(ii) be responsible for the management and administration of the rights and obligations granted and assumed under this Deed;

(iii) be directed to administer and manage the collection and payment of the expenditure necessary to comply with the parties obligations under this Deed; and

(iv) be directed to prepare an annual budget for the administration and management of expenditure necessary to maintain the rights granted and to discharge the obligations assumed under this Deed.

16 GOVERNING LAW

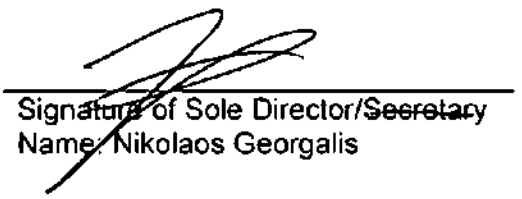
(a) This Deed is governed by and must be construed according to the Law applying in the Territory.

(b) The parties submit to the non-exclusive jurisdiction of the courts of the Territory and any courts which may hear appeals from those courts in respect of any proceedings in connection with this Deed.

EXECUTED AS A DEED

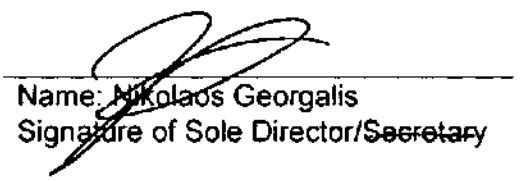
Grantor

Executed by **NG Landholdings No. 14 Pty Limited ACN 612 218 292** in accordance with section 127 of the Corporations Act 2001:)



Signature of Sole Director/~~Secretary~~
Name: Nikolaos Georgalis

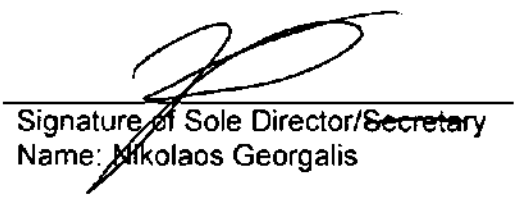
Executed by **Abode Braddon Pty Limited ACN 612 218 569** in accordance with section 127 of the Corporations Act 2001:)



Name: Nikolaos Georgalis
Signature of Sole Director/~~Secretary~~

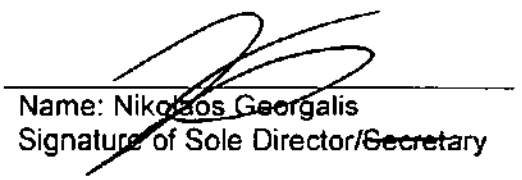
Grantee

Executed by **NG Landholdings No. 14 Pty Limited ACN 612 218 292** in accordance with section 127 of the Corporations Act 2001:)



Signature of Sole Director/~~Secretary~~
Name: Nikolaos Georgalis

Executed by **Abode Braddon Pty Limited ACN 612 218 569** in accordance with section 127 of the Corporations Act 2001:)



Name: Nikolaos Georgalis
Signature of Sole Director/~~Secretary~~

SCHEDULE 1 – EASEMENTS FOR ACCESS

1 Easement 1 For Access

"PROPOSED EASEMENT FOR ACCESS 5.995 WIDE" on the plans within Annexure A on Deposited Plan Blocks 25-48, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 2 of 12 sheets;

2 Easement 2 For Access

"PROPOSED EASEMENT FOR ACCESS VAR WIDTH" on the plans within Annexure A on Deposited Plan Blocks 25-48, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 2 of 12 sheets;

3 Easement 3 For Access

"PROPOSED EASEMENT FOR ACCESS 5.81 WIDE" on the plans within Annexure A on Deposited Plan Blocks 25-48, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 2 of 12 sheets;

4 Easement 4 For Access

PROPOSED EASEMENT FOR ACCESS 5.81 WIDE" on the plans within Annexure A on Deposited Plan Blocks 25-48, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 2 of 12 sheets;

5 Easement 5 For Access

"PROPOSED EASEMENT FOR ACCESS 5.985 WIDE" on the plans within Annexure A on Deposited Plan Blocks 25-48, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 2 of 12 sheets;

6 Easement 6 For Access

"PROPOSED EASEMENT FOR ACCESS 6.01 WIDE" on the plans within Annexure A on Deposited Plan Blocks 25-48, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 2 of 12 sheets;

7 Easement 7 For Access

"VAR WIDTH" on the plans within Annexure A on Deposited Plan Blocks 25-48, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 2 of 12 sheets;

8 Easement 8 For Access

"EASMT (0.21)" and "EASMT (0.77)" on the plans within Annexure A on Deposited Plan Blocks 25-48, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 2 of 12 sheets;

9 Easement 9 For Access

"PROPOSED EASEMENT FOR ACCESS 6.04 WIDE" on the plans within Annexure A on Deposited Plan Blocks 25-48, Section 18, being a re subdivision of Blocks 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 3 of 12 sheets;

10 Easement 10 For Access

"PROPOSED EASEMENT FOR ACCESS 5.8 WIDE" on the plans within Annexure A on Deposited Plan Blocks 25-48, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 3 of 12 sheets;

11 Easement 11 For Access

"PROPOSED EASEMENT FOR ACCESS 5.81 WIDE" on the plans within Annexure A on Deposited Plan Blocks 25-48, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 3 of 12 sheets;

12 Easement 12 For Access

"PROPOSED EASEMENT FOR ACCESS VAR WIDTH" on the plans within Annexure A on Deposited Plan Blocks 25-48, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 3 of 12 sheets;

13 Easement 13 For Access

"EASMT (0.63)" and "EASMT (6.90)" on the plans within Annexure A on Deposited Plan Blocks 25-48, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 3 of 12 sheets;

14 Easement 14 For Access

"EASMT (0.045)" and "EASMT (0.76)" on the plans within Annexure A on Deposited Plan Blocks 25-48, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 3 of 12 sheets;

15 Easement 15 For Access

"EASMT 7'38 4.87" and "EASMT 2.17" and "EASMT 7'35 5.20" and "EASMT (3.85)" and "EASMT (1.90)" on the plans within Annexure A on Deposited Plan Blocks 25-48, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 6 of 12 sheets.

Purpose of Easement For Access 1 to 15

For the purpose of access to and from the Dominant Tenement at all times, and for the purpose of gaining access to the improvements (including Dominant Tenement Car Parking, as applicable) or waste collection facilities or amenities (if applicable) or the Utility Services or Utility Infrastructure or maintenance or repair on the Dominant Tenement and between the Stratum Parcels.

SCHEDULE 2 – EASEMENT FOR ACCESS ON FOOT

1. Easement 1 For Access on Foot

   "PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Blocks 25-48, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 2 of 12 sheets;

2. Easement 2 For Access on Foot

   "PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Blocks 25-48, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 2 of 12 sheets;

3. Easement 3 For Access on Foot

   "PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Blocks 25-48, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 2 of 12 sheets;

4. Easement 4 For Access on Foot

   "PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Blocks 25-48, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 2 of 12 sheets;

5. Easement 5 For Access on Foot

   "PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Blocks 25-48, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 3 of 12 sheets;

6. Easement 6 For Access on Foot

   "PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Blocks 25-48, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 3 of 12 sheets;

7. Easement 7 For Access on Foot

   "PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Blocks 25-48, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 3 of 12 sheets;

8. Easement 8 For Access on Foot

"PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Blocks 25-48, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 4 of 12 sheets;

9. Easement 9 For Access on Foot

"PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Blocks 25-48, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 4 of 12 sheets;

10. Easement 10 For Access on Foot

"PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Blocks 25-48, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 5 of 12 sheets;

11. Easement 11 For Access on Foot

"PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Blocks 25-48, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 5 of 12 sheets;

12. Easement 12 For Access on Foot

"PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Blocks 25-48, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 6 of 12 sheets;

13. Easement 13 For Access on Foot

"PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Blocks 25-48, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 6 of 12 sheets;

14. Easement 14 For Access on Foot

"PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Blocks 25-48, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 7 of 12 sheets;

15. Easement 15 For Access on Foot

"PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Blocks 25-48, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 7 of 12 sheets;

16. Easement 16 For Access on Foot

"PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Blocks 25-48, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 8 of 12 sheets;

17. Easement 17 For Access on Foot

"PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Blocks 25-48, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 8 of 12 sheets;

18. Easement 18 For Access on Foot

"PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Blocks 25-48, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 9 of 12 sheets;

19. Easement 19 For Access on Foot

"PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Blocks 25-48, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 9 of 12 sheets.

Purpose of Easement For Access on Foot 1 to 19

For the purpose of access to and from the Dominant Tenement and for the purpose of:

(a) gaining access to the improvements (including car parking spaces and visitor car parking spaces, as applicable), including fire egress and waste collection facilities (as applicable) or amenities (as applicable) or the Utility Services on the Dominant Tenement and between the Stratum Parcels; and

(b) if applicable, for the repair and/or maintenance of the improvements or the Utility Services or Utility Infrastructure on the Dominant Tenement

SCHEDULE 3 – EASEMENT FOR UTILITY SERVICES

1 EASEMENT FOR UTILITY SERVICES 1

"PROPOSED EASEMENT FOR SERVICES LIMITED IN HEIGHT TO RL561.46 AND UNLIMITED IN DEPTH" on the plans within Annexure B Proposed Easement For Services Residential Lease Basement 3 over Block 42, Section 18, Division of Braddon, Project No 96065 Sheet No. 1 of 6;

2 EASEMENT FOR UTILITY SERVICES 2

"PROPOSED EASEMENT FOR SERVICES LIMITED IN HEIGHT TO RL564.36 AND LIMITED IN DEPTH TO RL561.46" on the plans within Annexure B of Proposed Easement For Services Residential Lease Basement 2 over Blocks 40 & 41, Section 18, Division Of Braddon, Project No 96065 Sheet No. 2 of 6;

3 EASEMENT FOR UTILITY SERVICES 3

"PROPOSED EASEMENT FOR SERVICES LIMITED IN HEIGHT TO RL567.85 AND LIMITED IN DEPTH TO RL564.36" on the plans within Annexure B of Proposed Easement For Services Residential Lease Basement 1 over Blocks 32-39, Section 18, Division of Braddon, Project No 96065 Sheet No. 3 of 6;

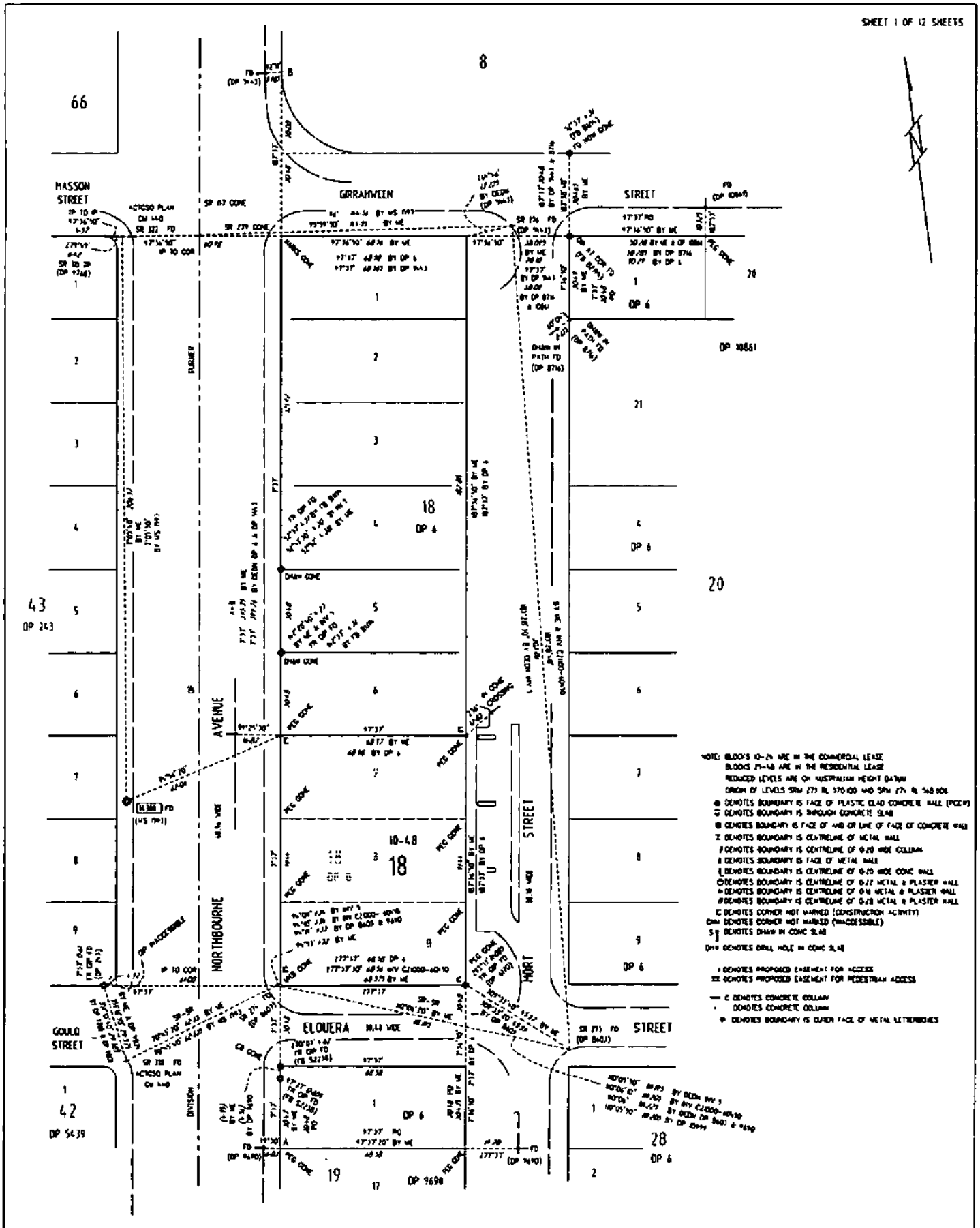
4 EASEMENT FOR UTILITY SERVICES 4

"PROPOSED EASEMENT FOR SERVICES LIMITED IN HEIGHT TO RL571.26 AND LIMITED IN DEPTH TO RL570.15" on the plans within Annexure B of Proposed Easement For Services Residential Lease Ground over Blocks 25–31, Section 18, Division of Braddon, Project No 96065, Sheet No. 4 of 6;

THE PURPOSE OF EASEMENT FOR UTILITY SERVICES 1 TO 4

For the purpose of allowing the Dominant Tenement to inspect, install, establish, maintain, fix, renew, repair, replace, remove or upgrade any Utility Infrastructure or Utility Service, for any purpose connected with a Utility Service, at all times, subject to the terms of this deed.

ANNEXURE A



REFERENCE MARKS

NOTE

Azimuths A–B (Strain)

Field Books

Surveyor's Ref. 29806.88

PLAN OF

BLOCKS 10-48 SECTION 18

BEING A RESUBDIVISION OF BLOCKS 7-9

DIVISION: BRADDON

DISTRICT: CANBERRA CENTRAL

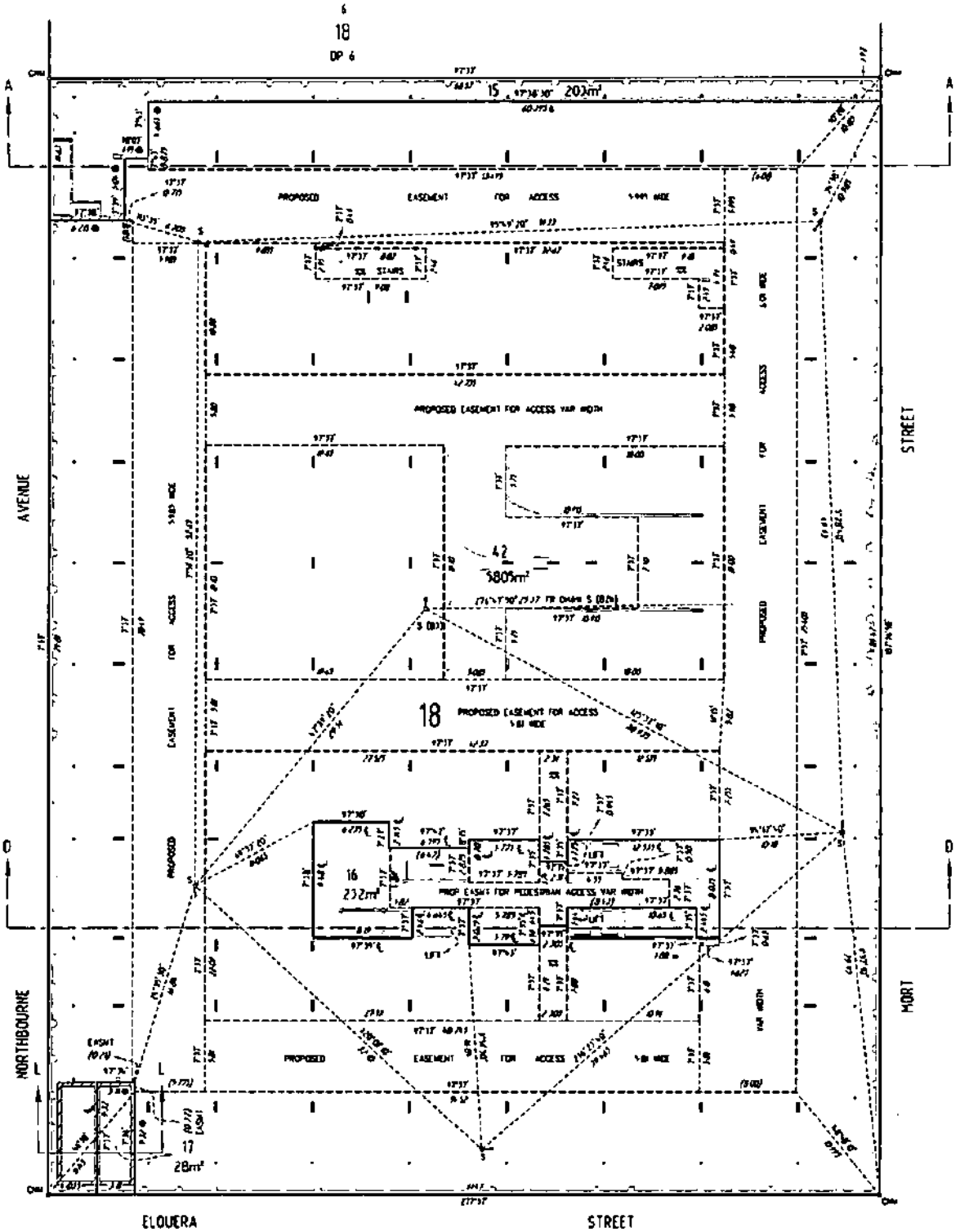
AUSTRALIAN CAPITAL TERRITORY

Scale 1:750

DEPOSITED PLAN

AMENDS DP 6

BASEMENT 3



THE REAR OF THE SHOTCRETE AND PILES IS INACCESSIBLE AND THEREFORE NO RELATIONSHIP TO THE BOUNDARY IS NOTED

BLOCKS A TO 17 ARE STRATUM BLOCKS LIMITED IN HEIGHT TO RL [illegible] AND UNLIMITED IN DEPTH
BLOCK 42 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL [illegible] AND UNLIMITED IN DEPTH

SCALE 1:200

THIS IS SHEET 3 OF MY PLAN IN 13 SHEETS

DATED 29 JULY 2019

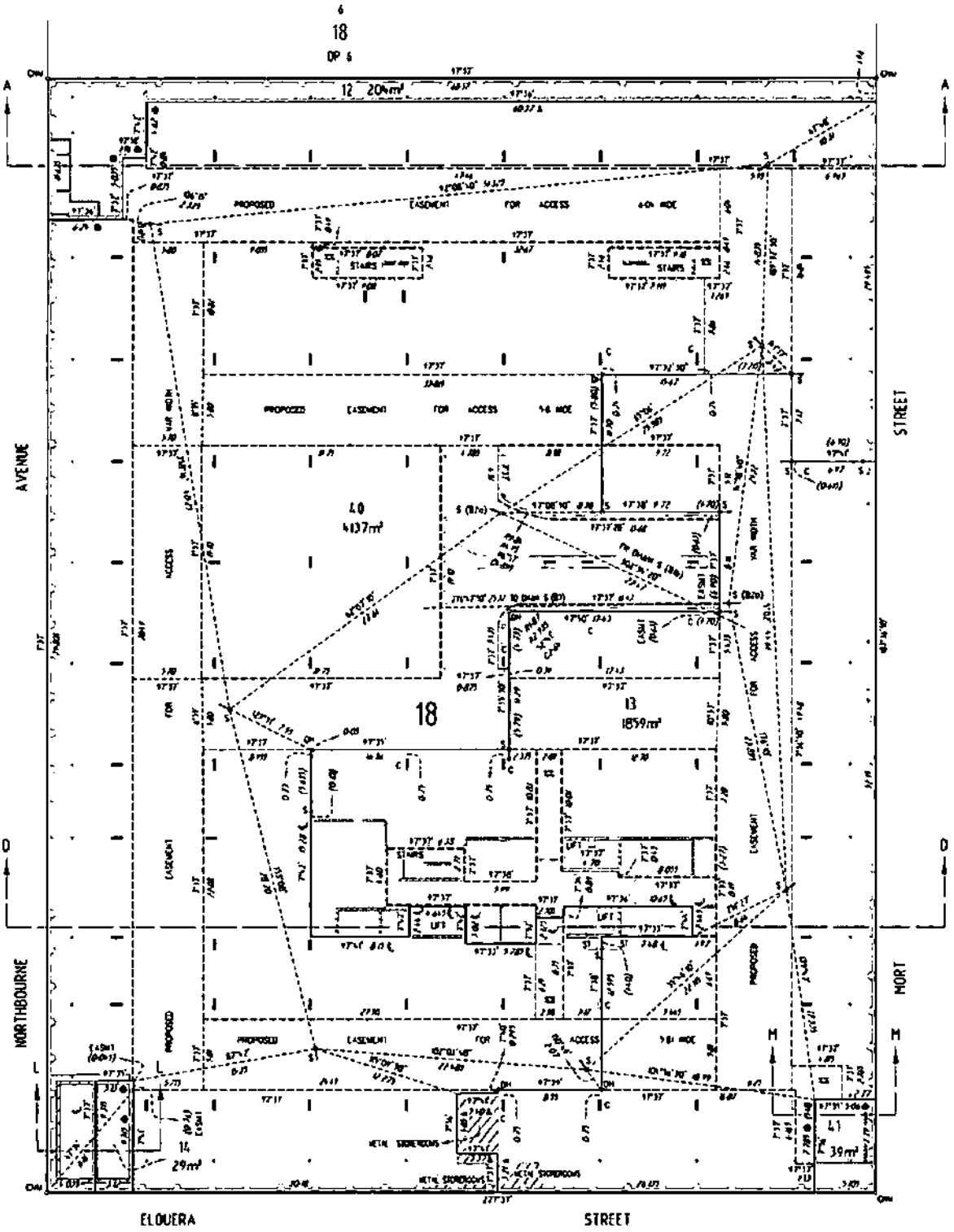
Signature

Surveyor registered under the Surveyors Act 2017

DEPOSITED PLAN

BASEMENT 2

SHEET 3 OF 12 SHEETS



THE REAR OF THE SHOTCRETE AND PILES IS INACCESSIBLE AND THEREFORE NO RELATIONSHIP TO THE BOUNDARY IS NOTED

BLOCKS 12 TO 14 ARE STRATUM BLOCKS LIMITED IN HEIGHT TO RL 564.36 AND LIMITED IN DEPTH TO RL 561.46
BLOCKS 10 & 11 ARE STRATUM BLOCKS LIMITED IN HEIGHT TO RL 564.36 AND LIMITED IN DEPTH TO RL 561.46

SCALE 1:200
0 5 10 METRES

THIS IS SHEET 3 OF MY PLAN OF 12 SHEETS

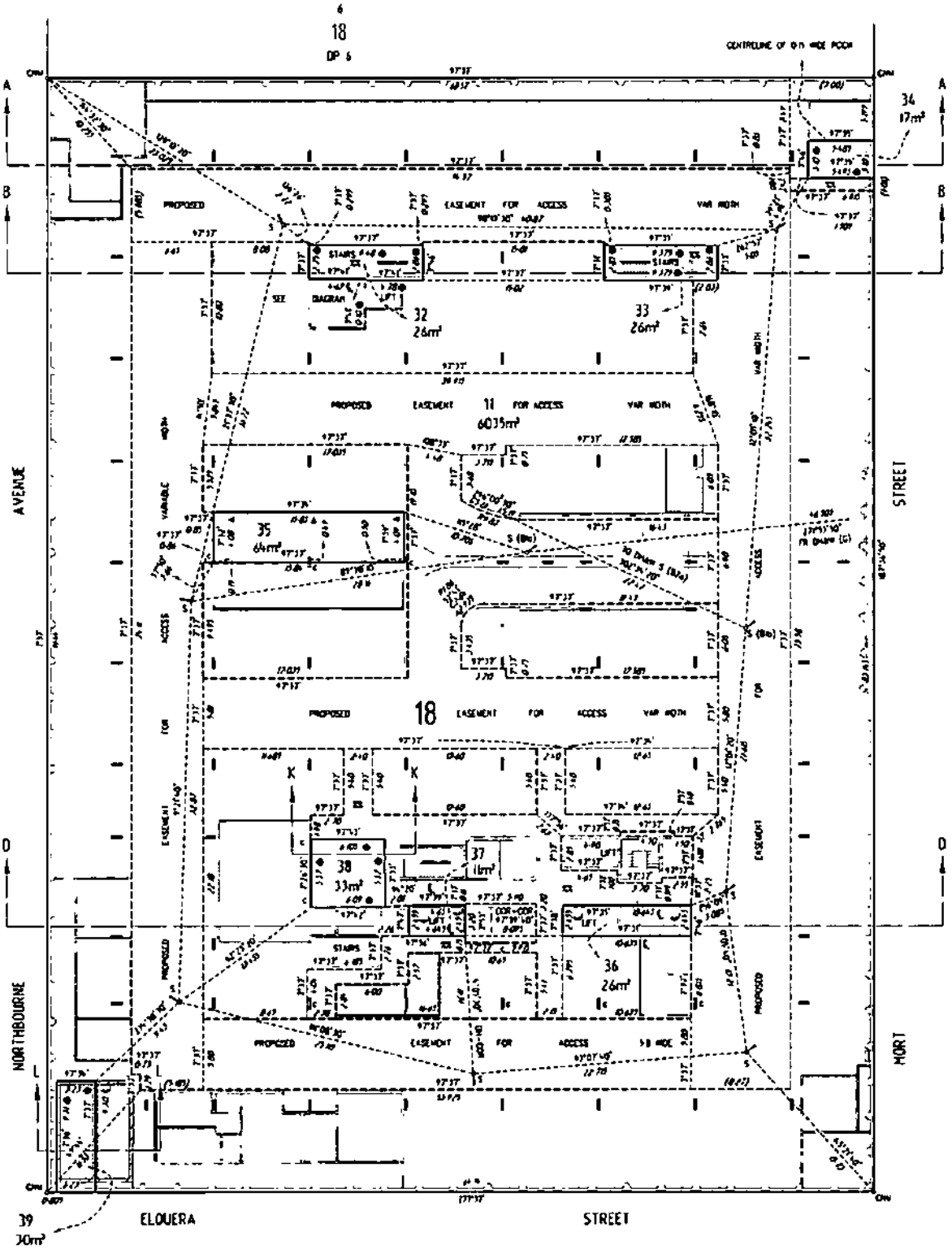
DATED 29 JULY 2019

Signature:

Surveyor registered under the Surveyors Act 2017

DEPOSITED PLAN

BASEMENT 1



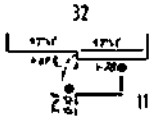


DIAGRAM
NOT TO SCALE

THE REAR OF THE SHOTCRETE AND PILES IS INACCESSIBLE AND THEREFORE NO RELATIONSHIP TO THE BOUNDARY IS NOTED

BLOCK 18 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL %2.85 AND LIMITED IN DEPTH TO RL %% %%
BLOCKS 32 TO 39 ARE STRATUM BLOCKS LIMITED IN HEIGHT TO RL %7.85 AND LIMITED IN DEPTH TO RL %% %%

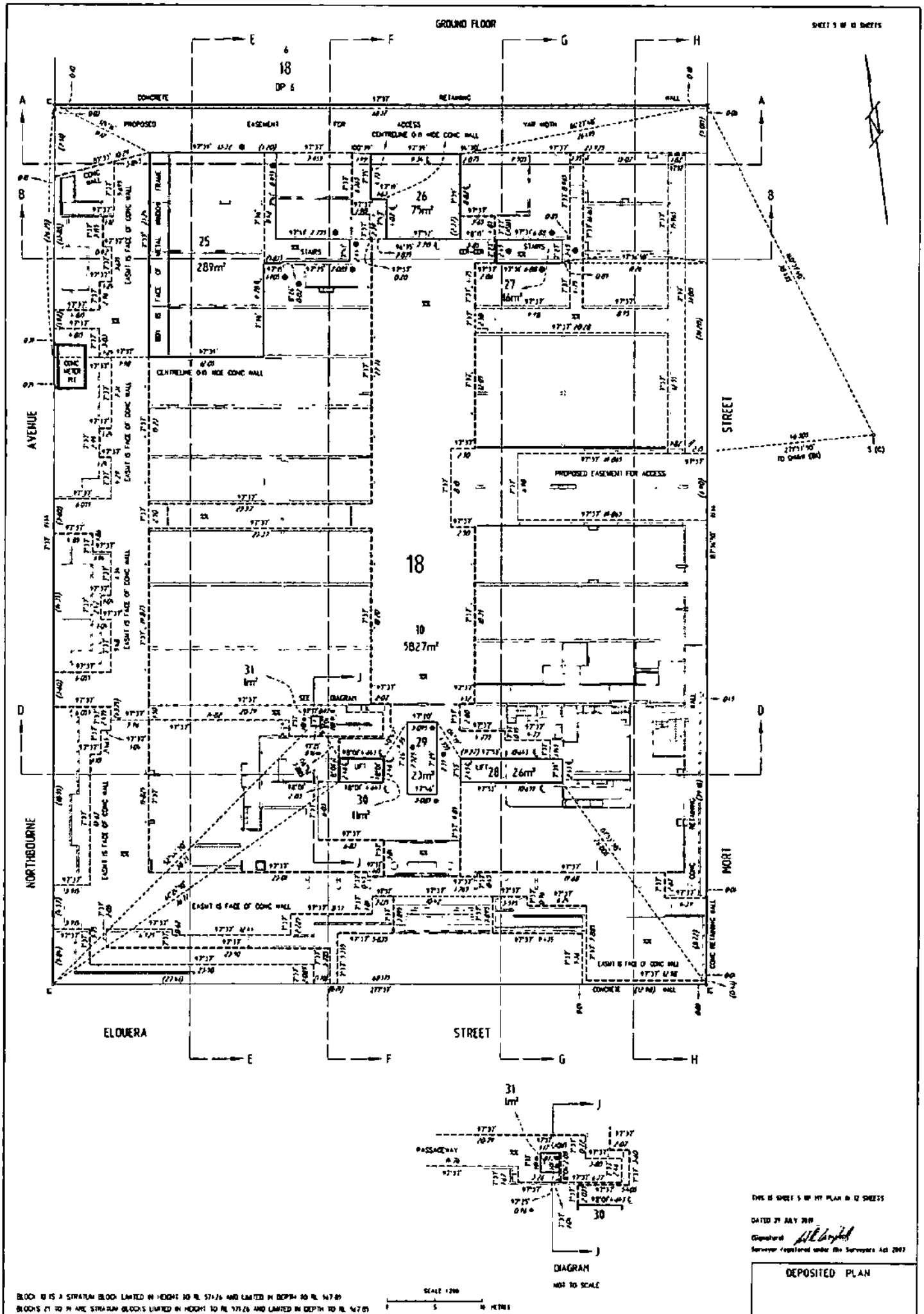
SCALE 1:200
0 5 10 METRES

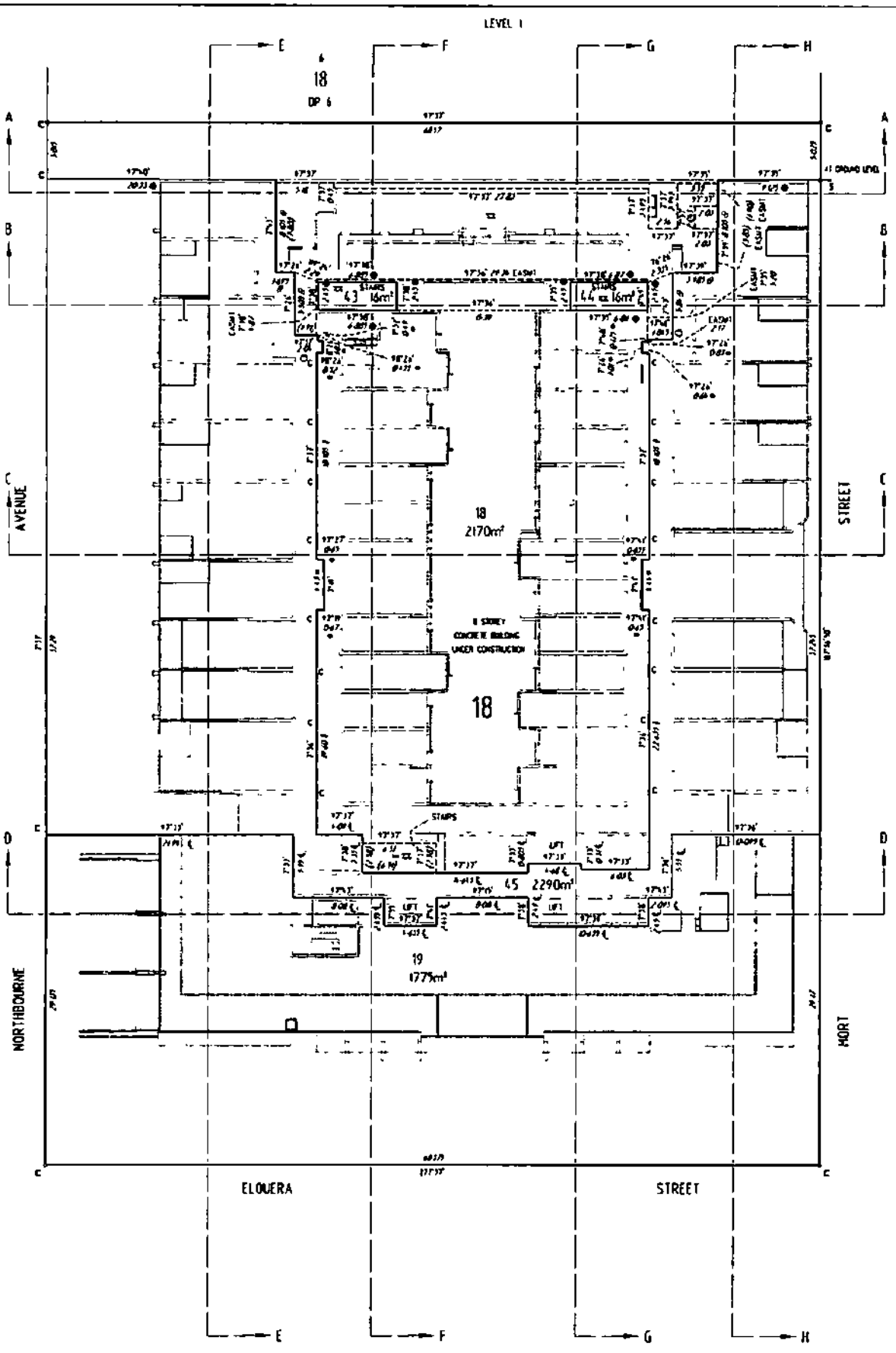
THIS IS SHEET 4 OF MY PLAN IN 12 SHEETS

DATED 29 JULY 2011

Signature: [signature]
Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN


GROUND FLOOR
SHEET 5 OF 12 SHEETS
18
DP 6
CONCRETE
RETAINING
WALL
PROPOSED
EASEMENT
FOR
ACCESS
CENTRELINE 0.6 WIDE CONC WALL
VAR WIDTH
26
75m²
25
289m²
27
46m²
STAIRS
EASMT IS FACE OF CONC WALL
CENTRELINE 0.6 WIDE CONC WALL
AVENUE
STREET
PROPOSED EASEMENT FOR ACCESS
18
10
5827m²
31
1m²
SEE DIAGRAM
29
23m²
30
18m²
28
26m²
NORTHBOURNE
MORT
EASMT IS FACE OF CONC WALL
CONC RETAINING WALL
ELOUERA
STREET
PASSAGEWAY
DIAGRAM
NOT TO SCALE
SCALE 1:200
0
5
10 METRES
THIS IS SHEET 5 OF MY PLAN IN 12 SHEETS
DATED 29 JULY 2010
Surveyor registered under the Surveyors Act 2002
DEPOSITED PLAN
BLOCK 10 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 571.76 AND LIMITED IN DEPTH TO RL 547.85
BLOCKS 21 TO 29 ARE STRATUM BLOCKS LIMITED IN HEIGHT TO RL 571.76 AND LIMITED IN DEPTH TO RL 547.85



THIS IS SHEET 6 OF MY PLAN IN 10 SHEETS

DATED 19 JULY 2019

Signature

Surveyor registered under the Surveyors Act 2007

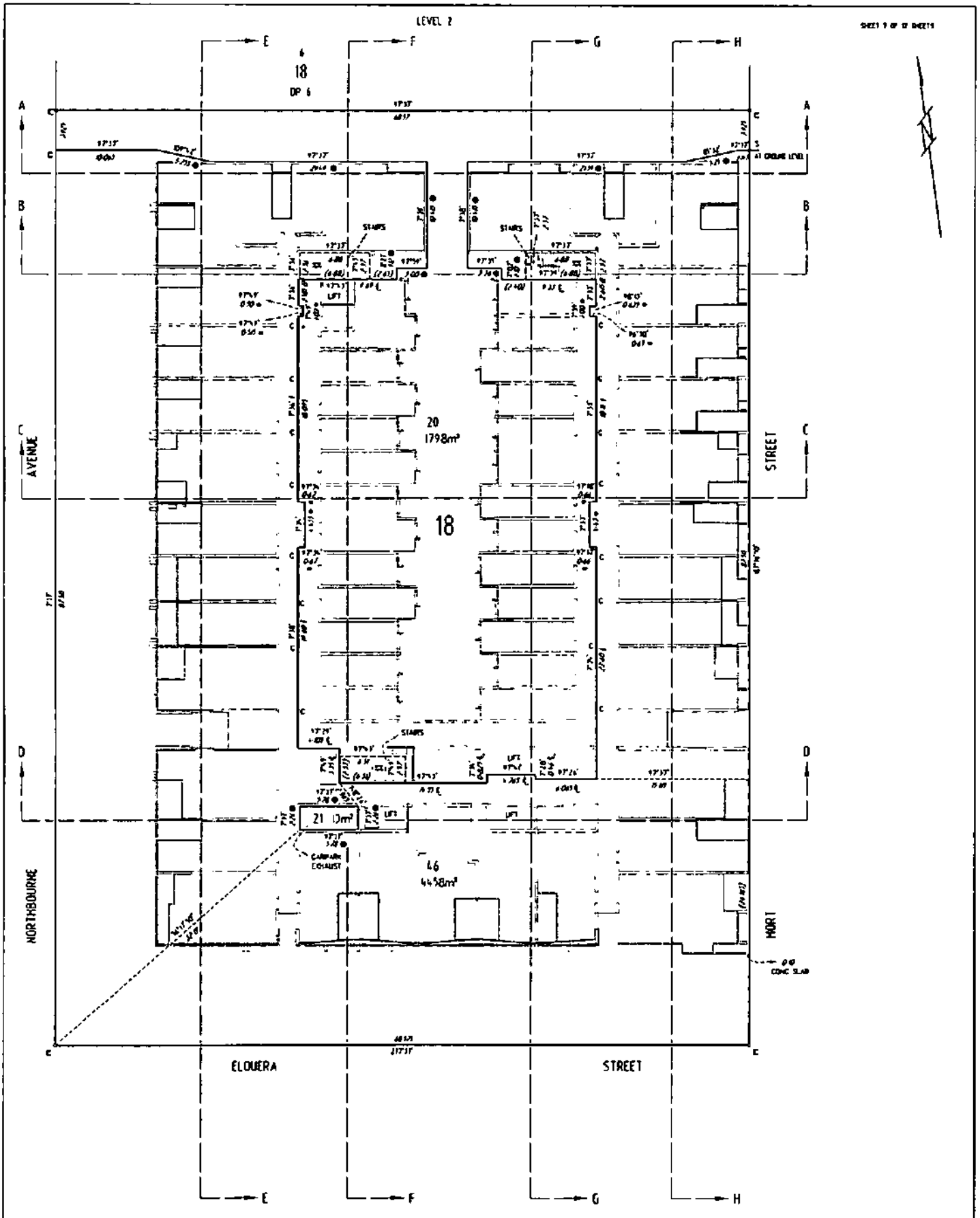
DEPOSITED PLAN

BLOCKS 40 & 41 ARE STRATUM BLOCKS LIMITED IN HEIGHT TO RL 574.06 AND LIMITED IN DEPTH TO RL 571.26

BLOCKS 43 TO 45 ARE STRATUM BLOCKS LIMITED IN HEIGHT TO RL 574.06 AND LIMITED IN DEPTH TO RL 571.26

SCALE 1:200

0 5 10 METRES



THIS IS SHEET 2 OF MY PLAN IN 12 SHEETS

DATED 29 JULY 2019

(Signature) _____

Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

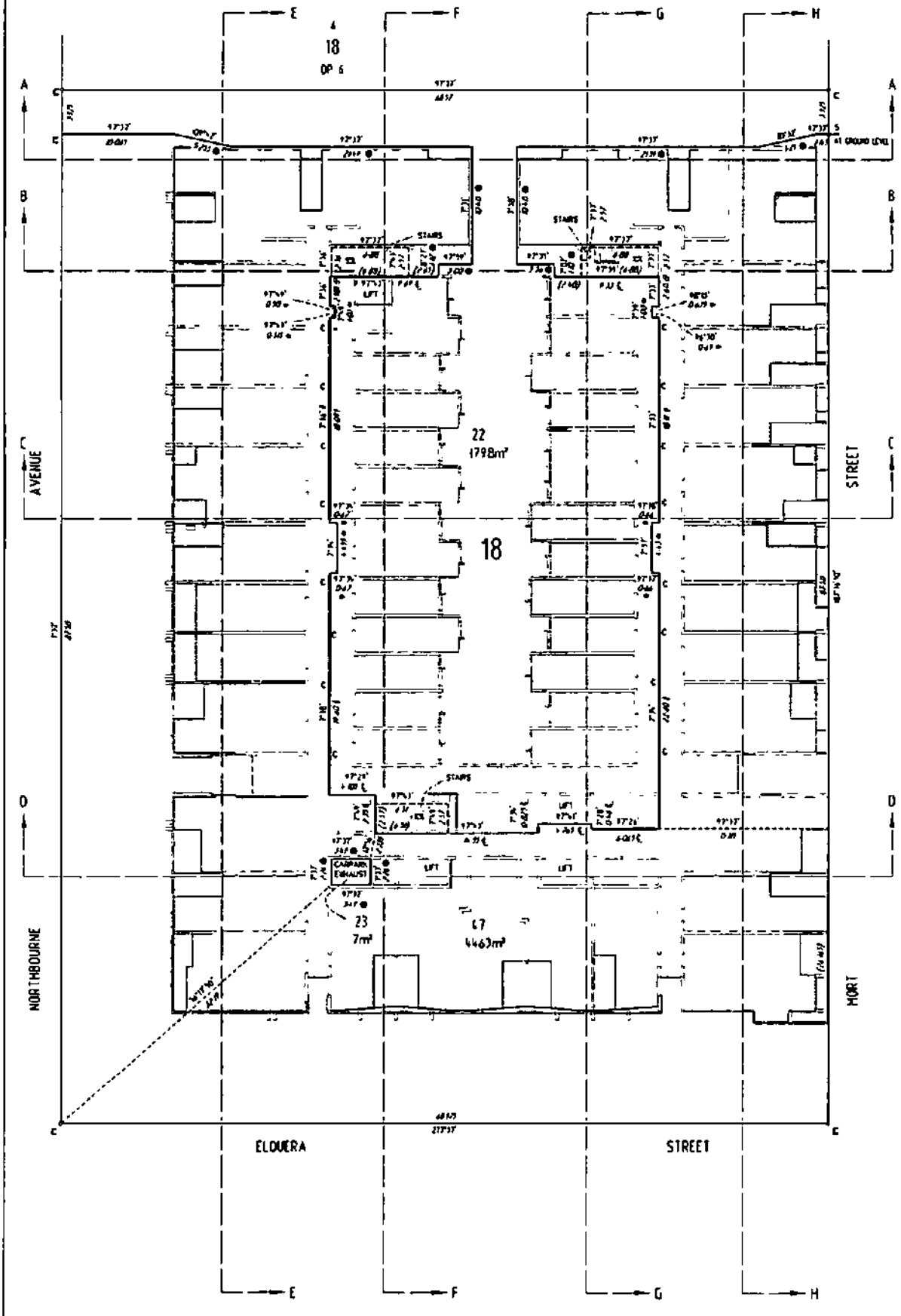
BLOCK 20 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 576.66 AND LIMITED IN DEPTH TO RL 574.06
BLOCK 21 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 576.66 AND LIMITED IN DEPTH TO RL 574.06
BLOCK 46 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 576.66 AND LIMITED IN DEPTH TO RL 574.06

SCALE 1:200

0 5 10 METRES

LEVEL 3 TO LEVEL 7

SHEET 4 OF 12 SHEETS



THIS IS SHEET 4 OF MY PLAN OF 12 SHEETS

DATED 29 JULY 1999

Signature:

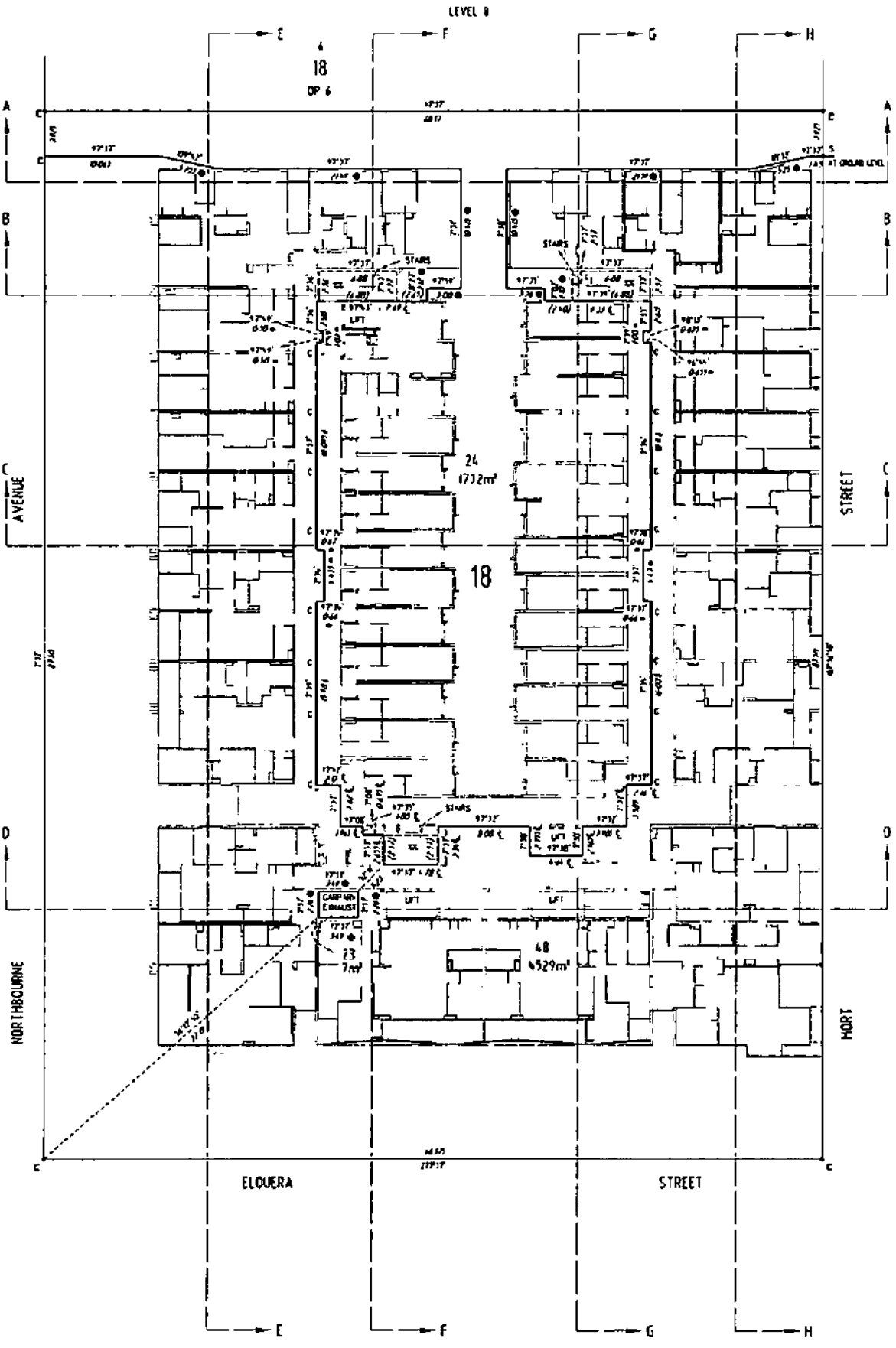
Surveyor registered under the Surveyor's Act 1967

DEPOSITED PLAN

BLOCK 22 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 590.86 AND LIMITED IN DEPTH TO RL 576.86
BLOCK 23 IS A STRATUM BLOCK UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL 576.86
BLOCK L7 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 590.86 AND LIMITED IN DEPTH TO RL 576.86

SCALE 1:200

0 5 10 METRES



THIS IS SHEET 9 OF MY PLAN OF 12 SHEETS

DATED 29 JULY 1991

Signature

Surveyor registered under the Surveyors Act 1967

DEPOSITED PLAN

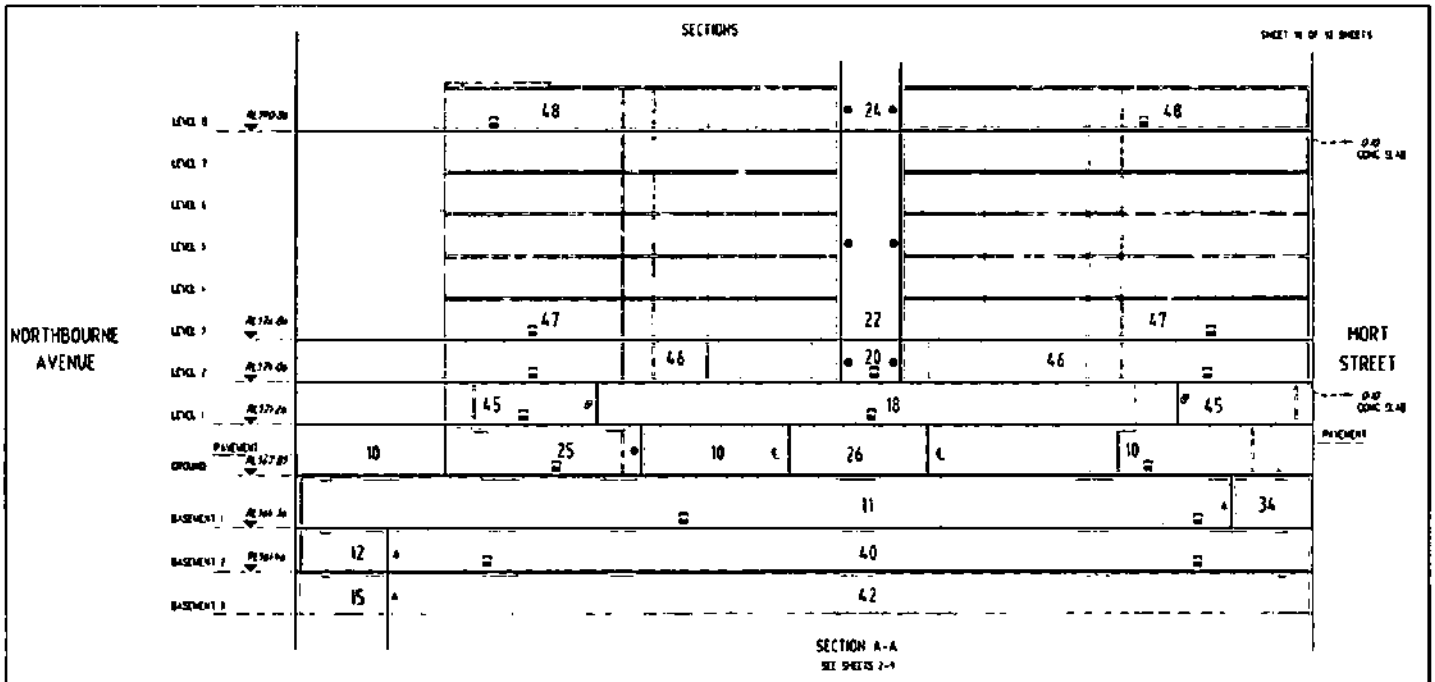
BLOCK 24 IS A STRATUM BLOCK UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL 590.84

BLOCK 48 IS A STRATUM BLOCK UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL 590.84

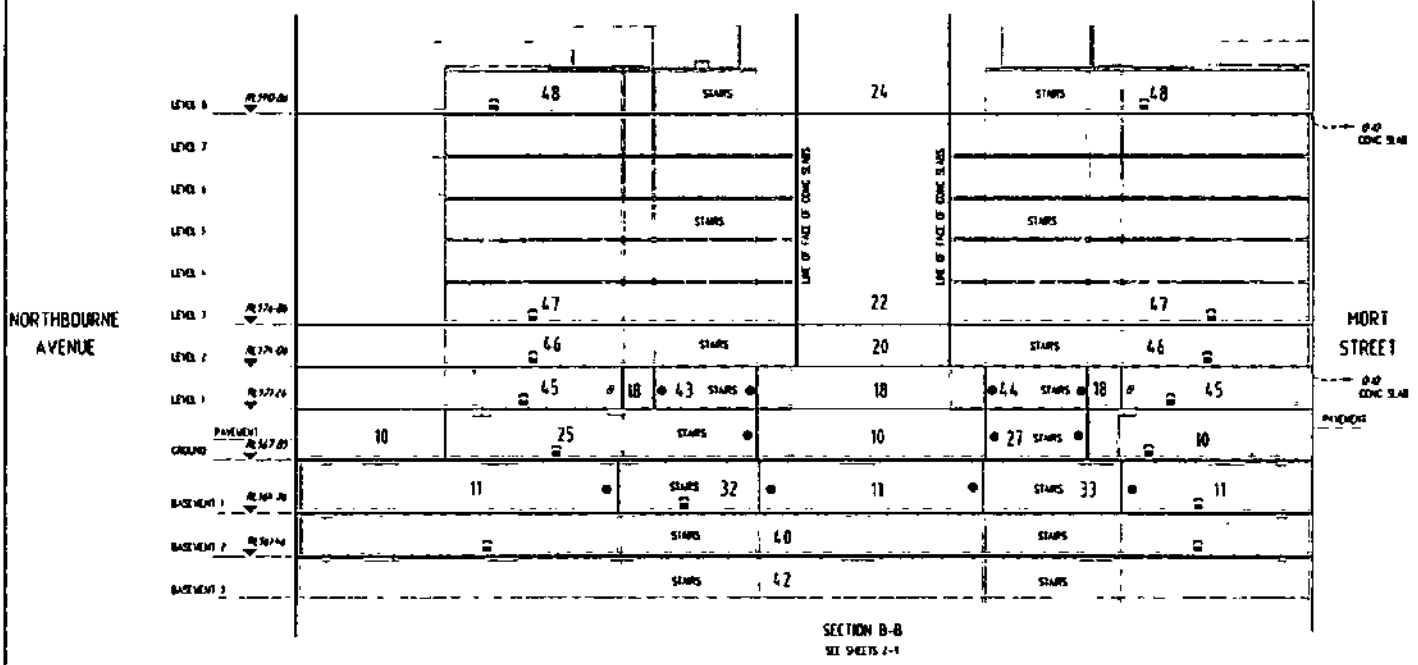
SCALE 1:200

0 5 10 METRES

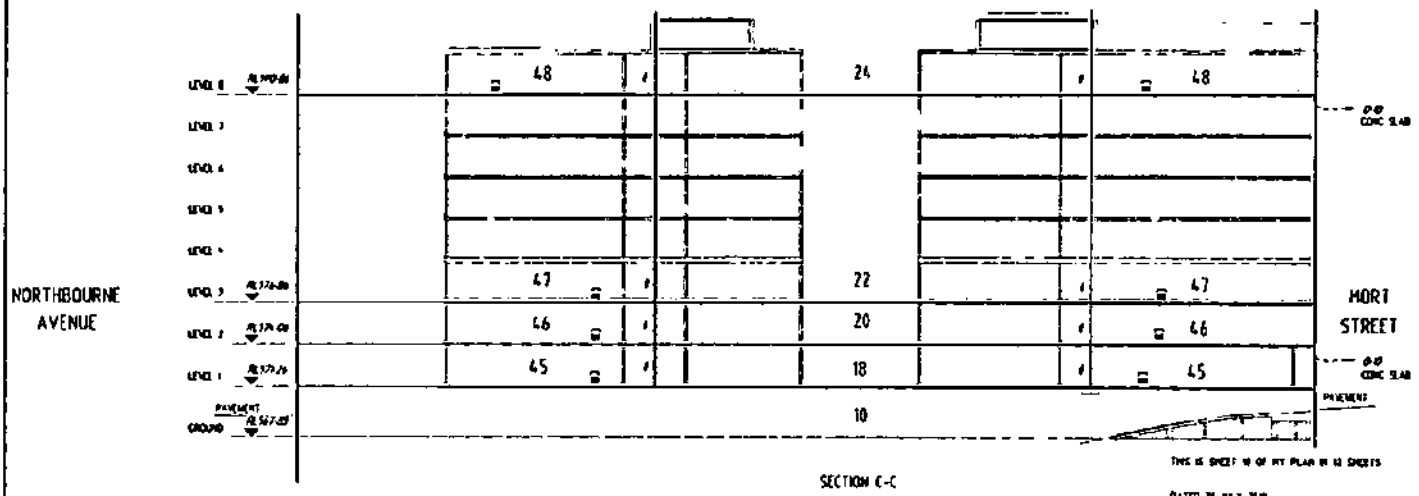
SECTIONS



SECTION A-A
SEE SHEETS 2-4



SECTION B-B
SEE SHEETS 2-4



SECTION C-C
SEE SHEETS 3-4

THIS IS SHEET 10 OF MY PLAN IN 12 SHEETS

DATED 29 JULY 2019

(Signature) [signature]

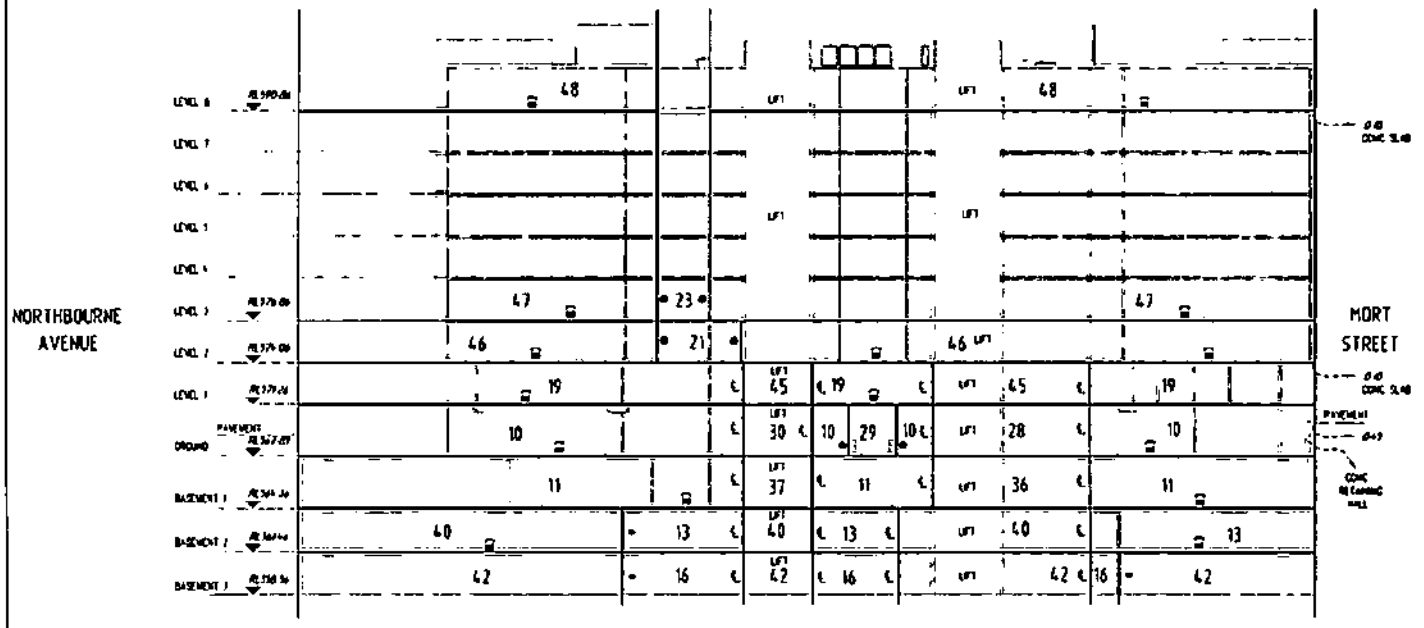
Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

SCALE 1:200

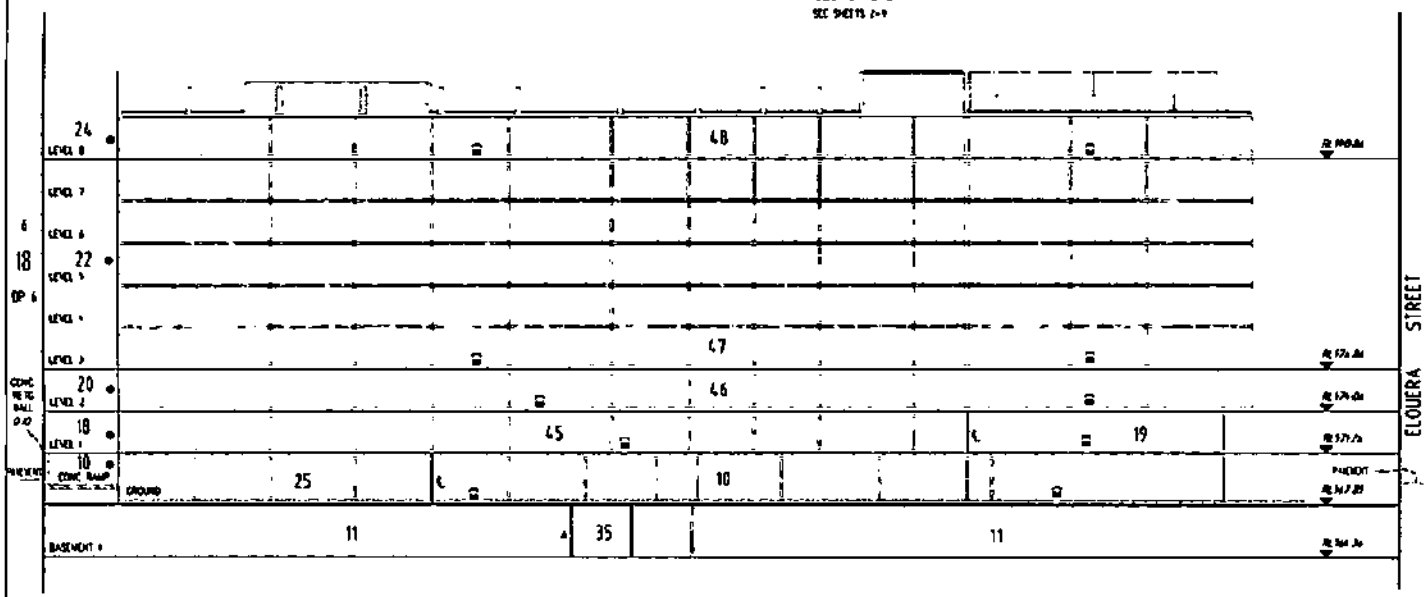
0 5 10 METRES

SECTIONS



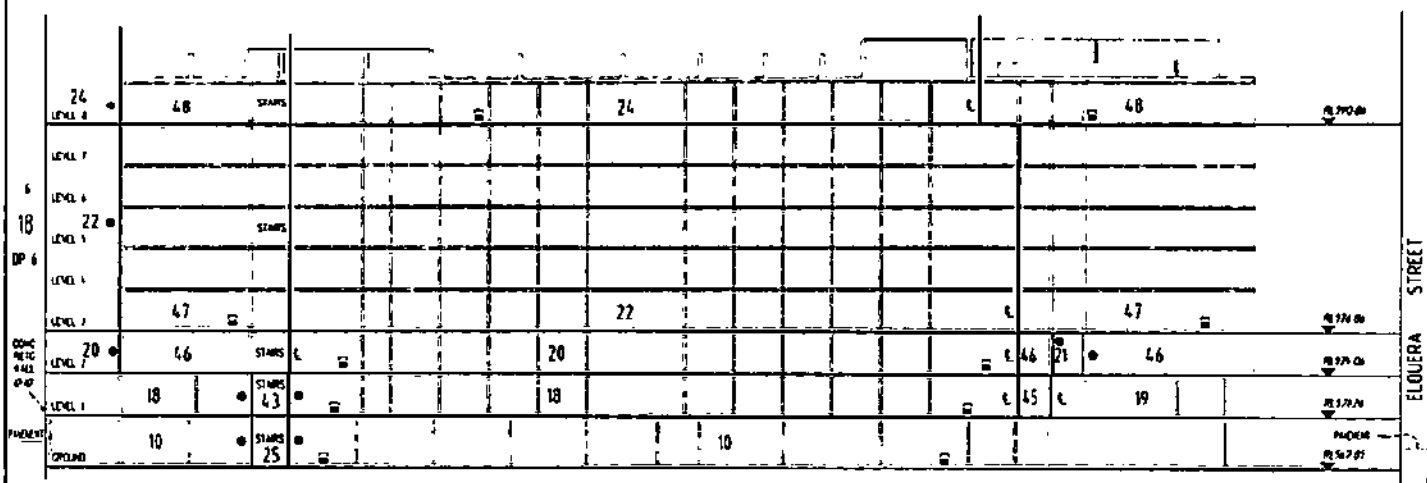
SECTION D-D

SEE SHEETS 2-9



SECTION E-E

SEE SHEETS 5-9



SECTION F-F

SEE SHEETS 5-9

THIS IS SHEET 11 OF MY PLAN IN 12 SHEETS

DATED 31 JULY 2019

Surveyor registered under the Surveyors Act 2002

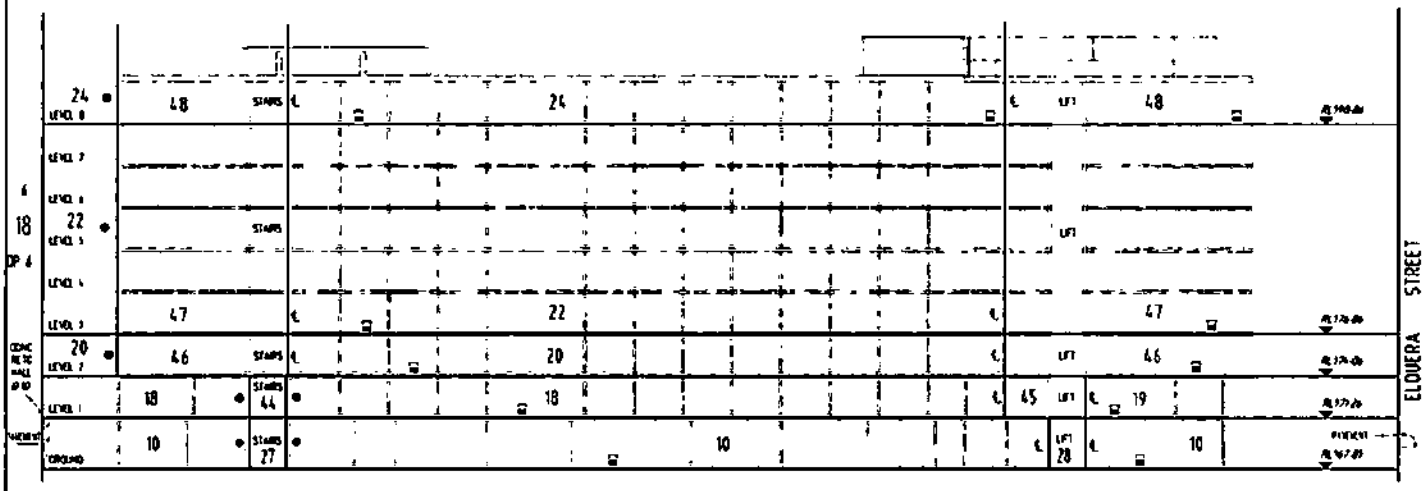
DEPOSITED PLAN

SCALE 1:200

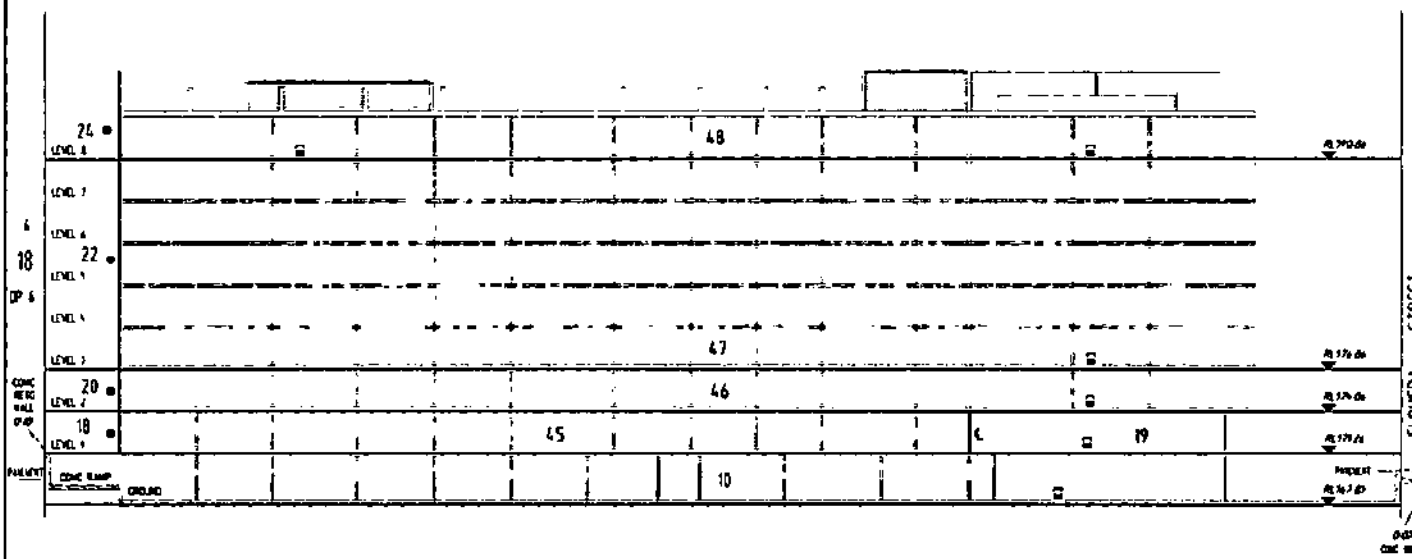
0 5 10 METRES

SECTIONS

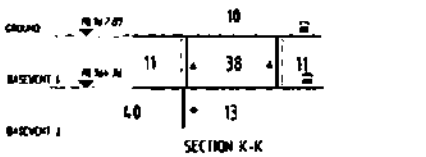
SHEET 10 OF 12 SHEETS



SECTION G-G
SEE SHEETS 5-9

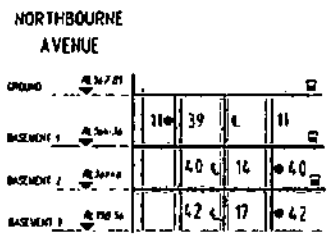


SECTION H-H
SEE SHEETS 5-9



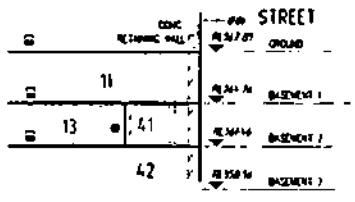
SECTION K-K
SEE SHEET 9

NORTHBOURNE AVENUE

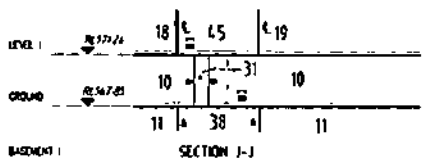


SECTION L-L
NOT TO SCALE
SEE SHEETS 7-9

MORT STREET



SECTION M-M
SEE SHEET 9



SECTION J-J
SEE SHEET 9

THIS IS SHEET 10 OF MY PLAN OF 12 SHEETS

DATED 19 JULY 2019

Surveyor registered under the Surveyors Act 2017

DEPOSITED PLAN

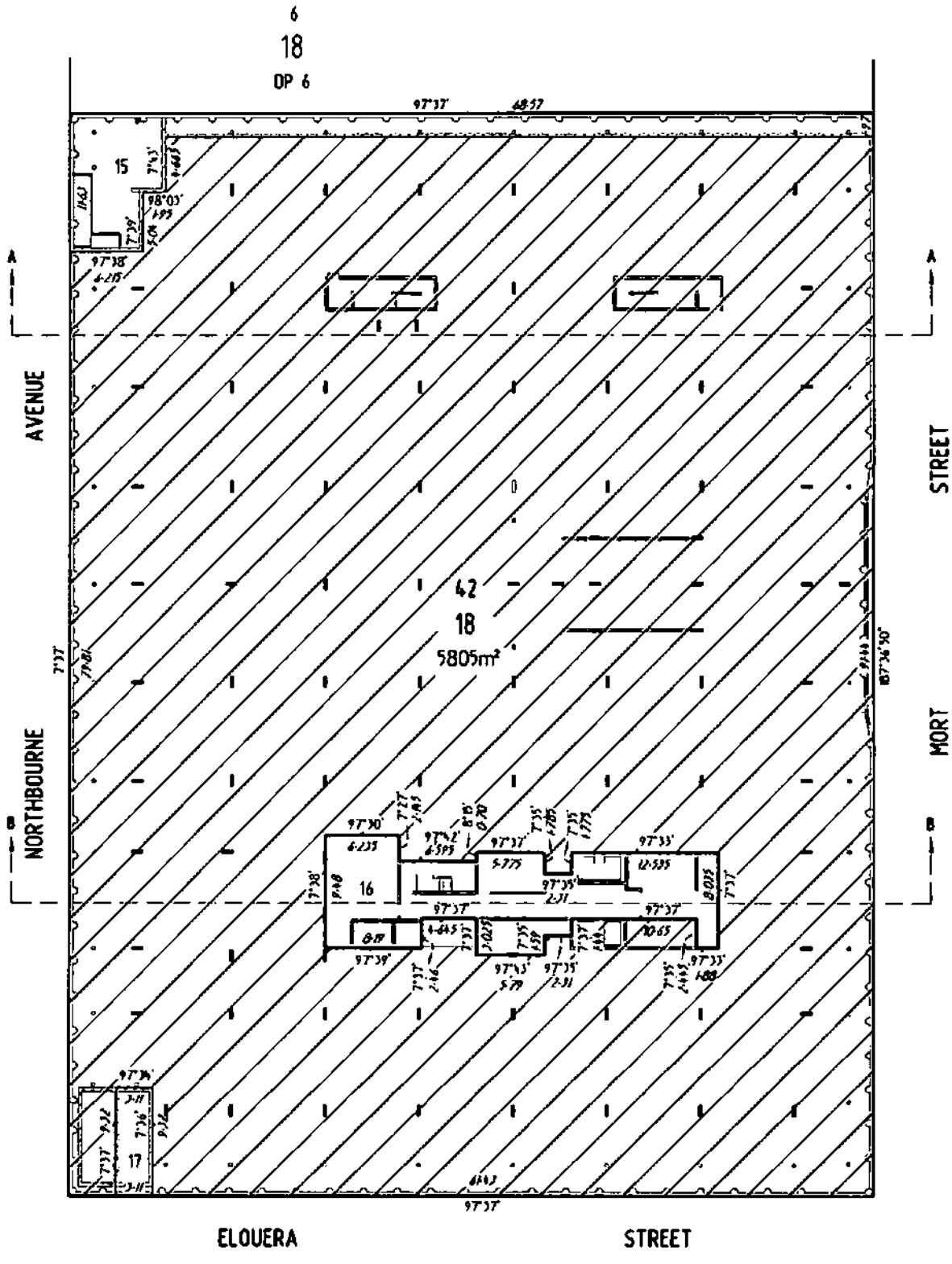
SCALE 1:200

0 5 10 METRES

ANNEXURE B

w:\1901483\p028.docx

BASEMENT 3



NOTE: PROPOSED EASEMENT FOR SERVICES OVER BLOCKS 42 SECTION 18, LIMITED IN HEIGHT TO RL561.46 AND UNLIMITED IN DEPTH
SEE SHEET 5 FOR SECTION

1:500 0 5 10 20

Surveyed		
Drawn	R. FITZSIMMONS	08/07/2019
Checked		02/08/2019
Approved		

Surveyor, Registered under the Surveyors Act 2007.

veris

CANBERRA
11-13 Lawry Place,
Macquarie, ACT, 2614
Phone 02 6202 7600

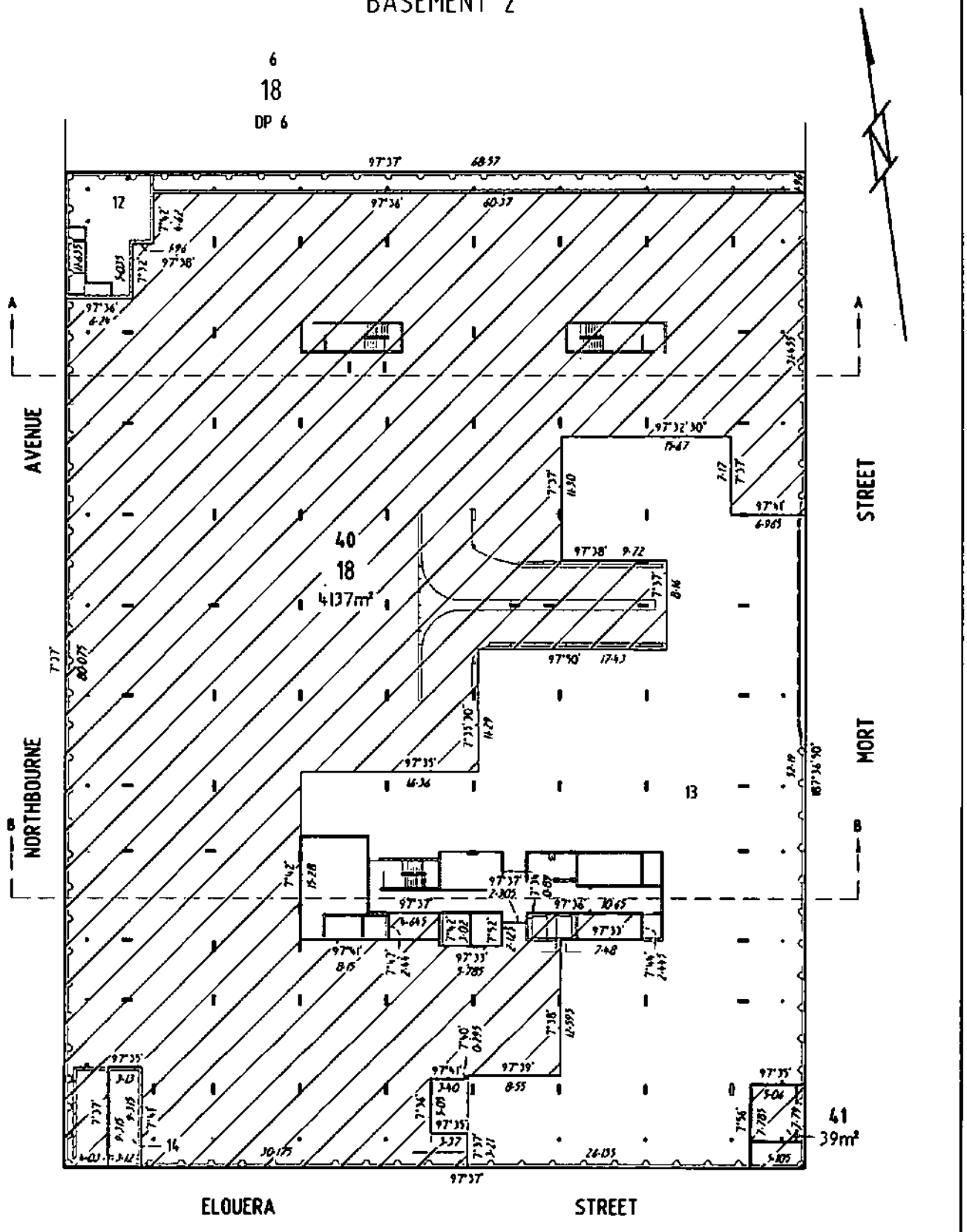
PROPOSED EASEMENT FOR SERVICES
RESIDENTIAL LEASE
BASEMENT 3
BLOCKS 42 SECTION 18
DIVISION OF BRADDON

Proj No. 96065 Rev

Sheet No. 1 of 6 96065_02_EASEMENTS.dwg

© Veris Australia Pty Limited ABN 33 615 738 727 A4

BASEMENT 2



NOTE: PROPOSED EASEMENT FOR SERVICES OVER BLOCKS 40 & 41 SECTION 18, LIMITED IN HEIGHT TO RL564.36 AND LIMITED IN DEPTH TO RL561.46
SEE SHEET 5 FOR SECTION

1:500 0 5 10 20

Surveyed		
Drawn	R. FITZSIMMONS	05/07/2019
Checked		02/08/2019
Approved		

Surveyor registered under the Surveyors Act 2007.

veris

CANBERRA
11-13 Lawry Place,
Macquarie, ACT, 2614
Phone 02 6202 7600

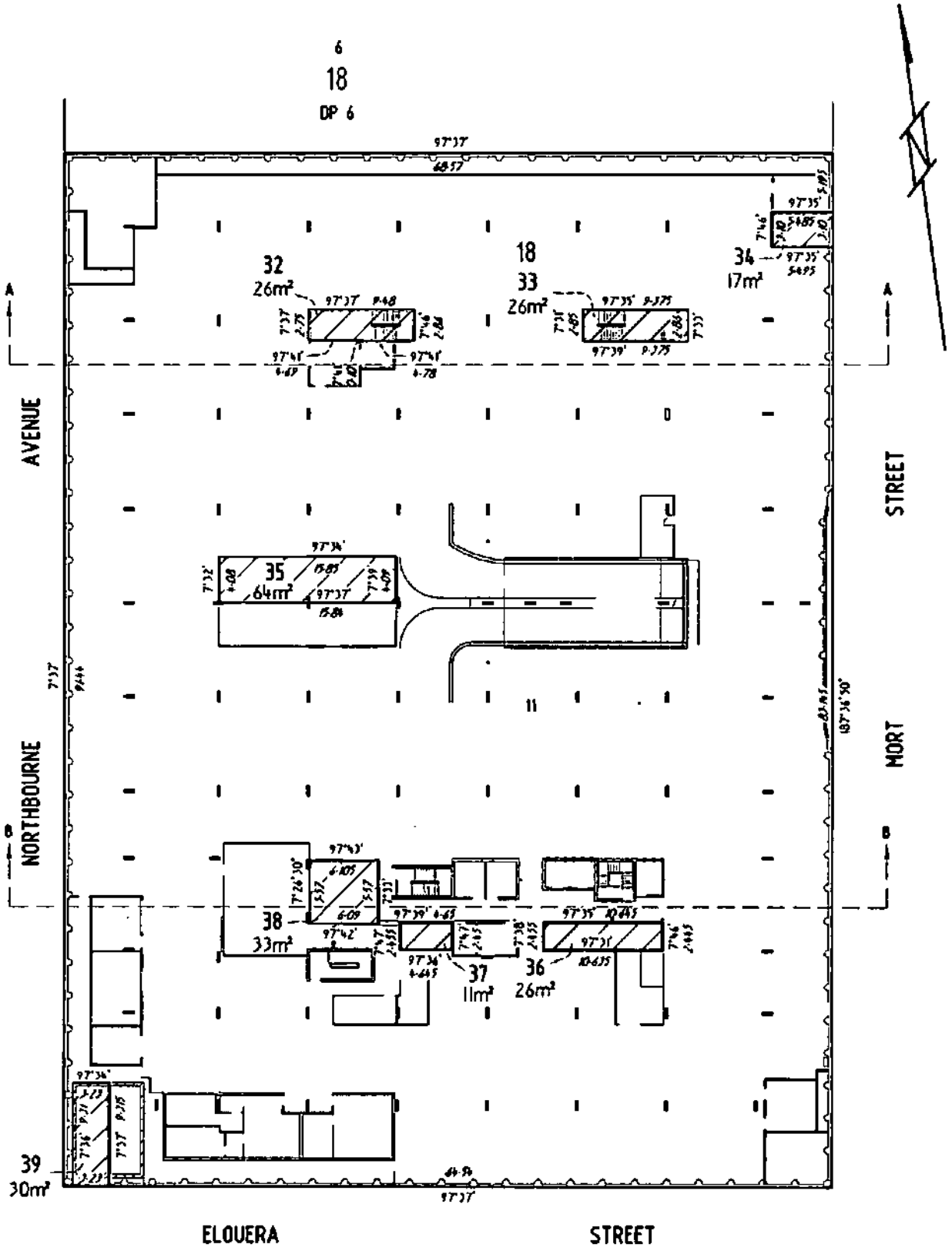
PROPOSED EASEMENT FOR SERVICES
RESIDENTIAL LEASE
BASEMENT 2
BLOCKS 40 & 41 SECTION 18
DIVISION OF BRADDON

Proj No. 96065 Rev

Sheet No. 2 of 6 96065_02_EASEMENTS.dwg

© Veris Australia Pty Limited ABN 53 615 735 727 A4

BASEMENT 1



NOTE: PROPOSED EASEMENT FOR SERVICES OVER BLOCKS 32-39 SECTION 18, LIMITED IN HEIGHT TO RL567.85 AND LIMITED IN DEPTH TO RL564.36
SEE SHEET 5 FOR SECTION

1:500 0 5 10 20

Surveyed		
Drawn	R. FITZSIMMONS	08/07/2019
Checked		02/08/2019
Approved		

veris

CANBERRA
11-13 Lawry Place,
Macquarie, ACT, 2614
Phone 02 6202 7600

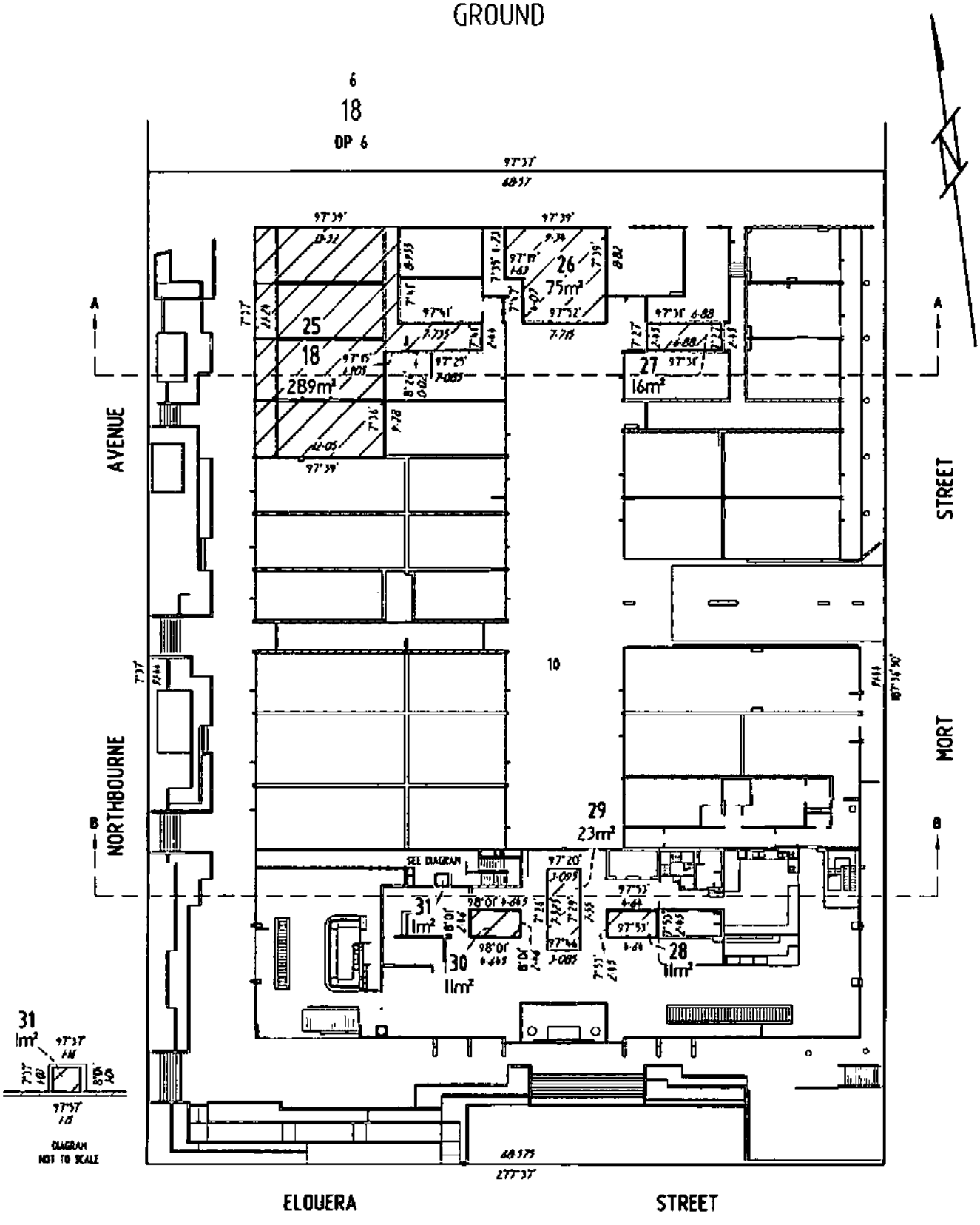
PROPOSED EASEMENT FOR SERVICES
RESIDENTIAL LEASE
BASEMENT 1
BLOCKS 32 - 39 SECTION 18
DIVISION OF BRADDON

Proj No. 96065 Rev

Sheet No. 3 of 5 96065_02_EASEMENTS.dwg

© Veris Australia Pty Limited ABN 88 616 736 722 A4

GROUND



NOTE: PROPOSED EASEMENT FOR SERVICES OVER BLOCKS 25-31 SECTION 18. LIMITED IN HEIGHT TO RL571.26 AND LIMITED IN DEPTH TO RL570.15
SEE SHEET 5 FOR SECTION

1:500 0 5 10 20

Surveyed		
Drawn	R. FITZSIMMONS	08/07/2019
Checked		02/08/2019
Approved		

Surveyor, Registered under the Surveyors Act 2007,

veris

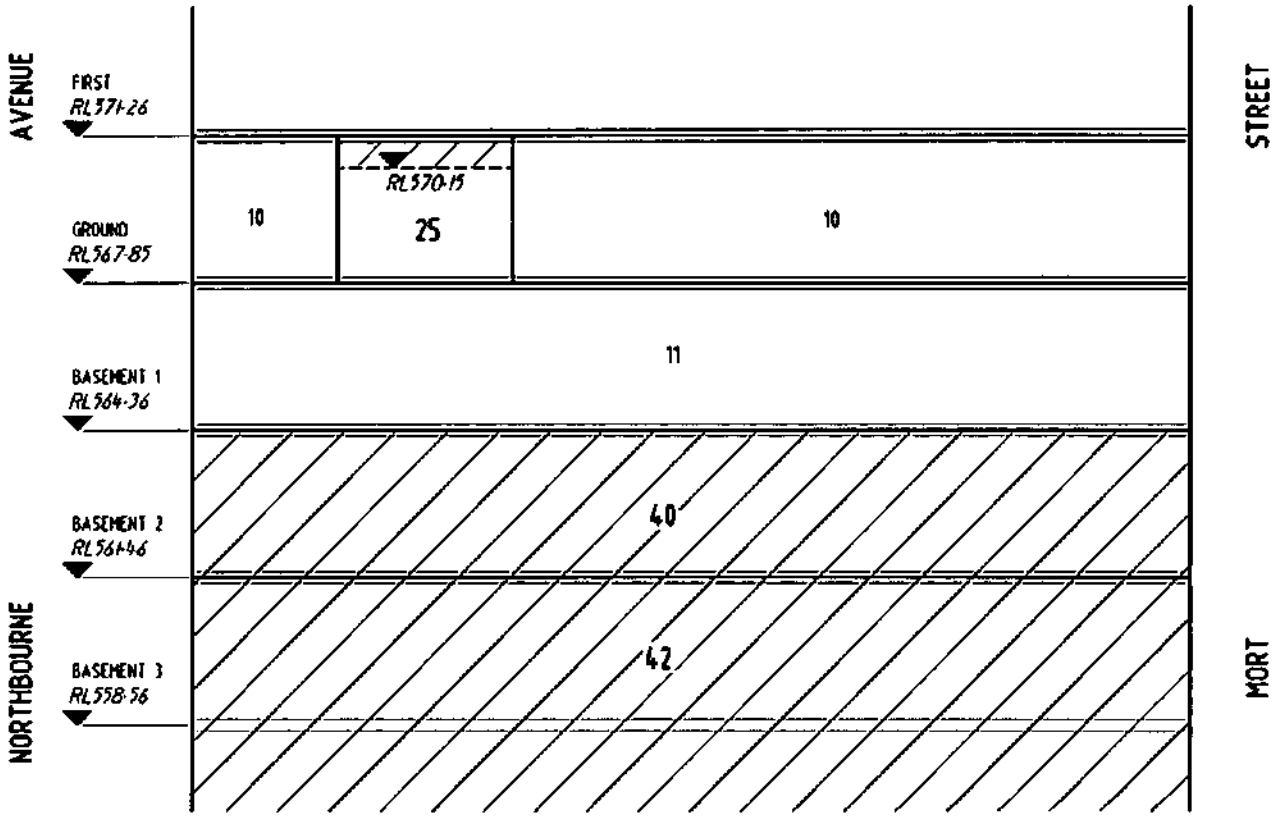
CANBERRA
11-13 Lawry Place,
Macquarie, ACT, 2614
Phone 02 6202 7600

PROPOSED EASEMENT FOR SERVICES
RESIDENTIAL LEASE
GROUND
BLOCKS 25 - 31 SECTION 18
DIVISION OF BRADDON

Proj No. 96065 Rev

Sheet No. 4 of 8 96065_02_EASEMENTS.dwg

© Veris Australia Pty Limited ABN 33 613 726 727 A4



SECTION A - A

PROPOSED EASEMENTS FOR SERVICES

Surveyor
Drawn R. FITZSIMMONS 08/07/2019
Checked 02/08/2019
Approved

Surveyor, Registered Under the Surveyors Act 2007.

veris

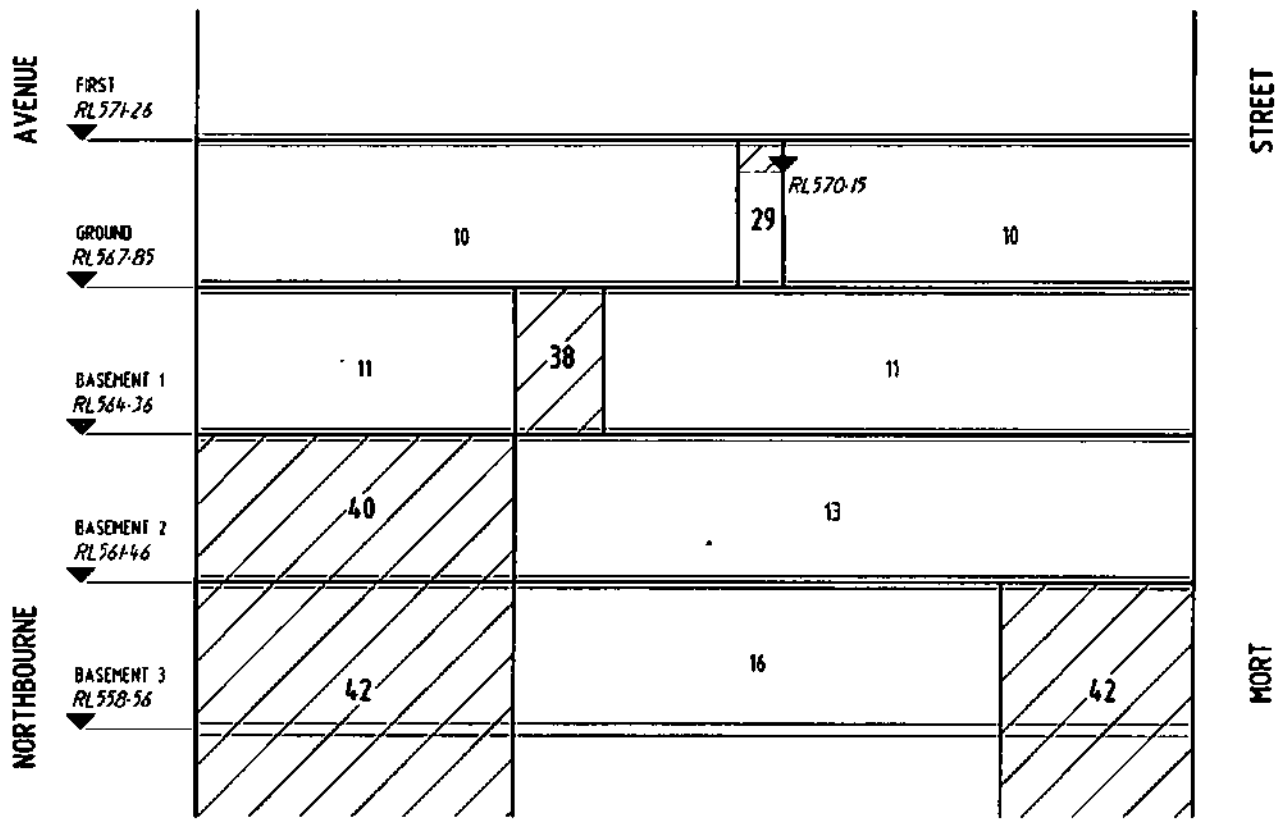
CANBERRA
11-13 Lawry Place,
Macquarie, ACT, 2614
Phone 02 6202 7600

PROPOSED EASEMENT FOR SERVICES
RESIDENTIAL LEASE
SECTION A-A
BLOCKS 25 - 42 SECTION 18
DIVISION OF BRADDON

Proj No. 96065 Rev

Sheet No. 5 of 6 96065_02_EASEMENTS.dwg

© Veris Australia Pty Limited ABN 99 615 726 727 A4



SECTION B - B

PROPOSED EASEMENTS FOR SERVICES

Surveyed
Drawn R. FITZSIMMONS 08/07/2019
Checked 02/08/2019
Approved
Surveyor, Registered under the Surveyors Act 2007.

veris

CANBERRA
11-13 Lawry Place,
Macquarie, ACT, 2614
Phone 02 6202 7600

PROPOSED EASEMENT FOR SERVICES
RESIDENTIAL LEASE
SECTION B-B
BLOCKS 25 - 42 SECTION 18
DIVISION OF BRADDON

Proj No. 96065 Rev

Sheet No. 6 of 6 96065_02_EASEMENTS.dwg
© Veris Australia Pty Limited ABN 33 615 730 727 A4

ACT Government

Access Canberra.

Chief Min

LAND TITLES
ACCESS CANBERRA
ite

TGE$2235638 09/09/2019 14:54:27 NT

2235638 1925

Form 080 - TGE

LODGING PARTY DETAILS		
Name	**Postal Address**	**Contact Telephone Number**
meyer vandenberg	Level 2, 121 Marcus Clarke St, Canberra ACT 2601	(02) 6279 4444
	brooke.campbell@mvlawyers.com.au	

TITLE AND LAND DETAILS SERVIENT TENEMENT / GRANTOR

Volume & Folio	District/Division	Section	Block	Unit
2422:24	Braddon	18	10-24	

TITLE AND LAND DETAILS DOMINANT TENEMENT / GRANTEE

Volume & Folio	District/Division	Section	Block	Unit
2422:25	Braddon	18	25-48	

FULL NAME AND ADDRESS OF APPLICANT / GRANTOR / SERVIENT TENEMENT (Surname Last) (ACN required for all Companies)

NG LANDHOLDINGS No. 14 PTY LIMITED ACN 612 218 292 and ABODE BRADDON PTY LIMITED ACN 612 218 569
Unit 18, 24 Iron Knob Street, Fyshwick ACT 2609

FULL NAME AND ADDRESS OF GRANTEE / DOMINANT TENEMENT (Surname Last) (ACN required for all Companies)

NG LANDHOLDINGS No. 14 PTY LIMITED ACN 612 218 292 and ABODE BRADDON PTY LIMITED ACN 612 218 569
Unit 18, 24 Iron Knob Street, Fyshwick ACT 2609

TYPE OF APPLICATION (Please state in full the type of easement – ie, Easement for Overhang and Guttering)

Easement for Support
Easement for Utility Services
Easement for Utility Infrastructure
Easement for Access on Foot
Easement for Access

DETAILS OF APPLICATION (Please outline briefly and add full detail on annexure page with plan as attachment)

The applicant/s (grantor – servient tenement) hereby apply to transfer and grant an easement as described briefly below and in the attached plan –
Refer to the Deed of Transfer and Grant of Easement together with plans within Annexure 'A' and Annexure 'B' of that Deed, as attached.

Approved form AF2017-97 approved by Fred Arugay, Deputy Registrar-General on 29/03/2017 under section 140 of the *Land Titles Act 1925* (approved forms)
This form revokes AF2012-81
Unauthorised version prepared by ACT Parliamentary Counsel's Office

CONSENTING PARTY – SUPPORTING DOCUMENTATION

☒ Please complete and attach – **Form 042 – C – Consent** (One form required for each party required to consent)

RECITAL DOCUMENT

☐ Please complete and attach the recital document

DATE

9 September 2019

EXECUTION BY GRANTOR / SERVIENT TENEMENT

Print full name of grantor / servient tenement	Print full name of grantor / servient tenement
Executed by **NG Landholdings No. 14 Pty Limited ACN 612 218 292** in accordance with section 127 of the Corporations Act 2001:	Executed by **Abode Braddon Pty Limited ACN 612 218 569** in accordance with section 127 of the Corporations Act 2001:
Nikolaos Georgalis Sole Director/~~Secretary~~	Nikolaos Georgalis Sole Director/~~Secretary~~
Signature or common seal of grantor / servient tenement	Signature or common seal of grantee / servient tenement

EXECUTION BY GRANTEE / DOMINANT TENEMENT

Print full name of grantee / dominant tenement	Print full name of grantee / dominant tenement
Executed by **NG Landholdings No. 14 Pty Limited ACN 612 218 292** in accordance with section 127 of the Corporations Act 2001:	Executed by **Abode Braddon Pty Limited ACN 612 218 569** in accordance with section 127 of the Corporations Act 2001:
Nikolaos Georgalis Sole Director/~~Secretary~~	Nikolaos Georgalis Sole Director/~~Secretary~~
Signature or common seal of grantee / dominant tenement	Signature or common seal of grantee / servient tenement

OFFICE USE ONLY

Lodged by		Certificate of title lodged	24 22:24 XJJ:35
Data entered by		Certificates attached to title	CLA2.
Registered by		~~Attachments /~~ Annexures	Legend
Registration date	20 SEP 2019	Consent form attached	

Approved form AF2017-97 approved by Fred Arugay, Deputy Registrar-General on 29/03/2017 under section 140 of the *Land Titles Act 1925* (approved forms)
This form revokes AF2012-81
Unauthorised version prepared by ACT Parliamentary Counsel's Office

DATED 9 September **2019**

BETWEEN

NG LANDHOLDINGS No. 14 PTY LIMITED ACN 612 218 292 and ABODE BRADDON PTY LIMITED ACN 612 218 569 AS T~~RUSTEE FOR THE ABODE BRADDON TRUST~~

AND

NG LANDHOLDINGS No. 14 PTY LIMITED ACN 612 218 292 and ABODE BRADDON PTY LIMITED ACN 612 218 569 ~~AS TRUSTEE FOR THE ABODE BRADDON TRUST~~

Deed of Transfer and Grant of Easement

MEYER VANDENBERG
LAWYERS

Level 2, 121 Marcus Clarke Street
Canberra City ACT 2601

Telephone: (02) 6279 4444
Facsimile: (02) 6279 4455
Email: email@meyervandenberg.com.au

CONTENTS

1	**DEFINITIONS & INTERPRETATION**	**3**
1.1	Definitions	3
1.2	Interpretation	7
1.3	Continuity and Survival of Covenants and Agreements	8
1.4	Replacement Body	8
2	**EASEMENTS**	**8**
2.1	Granted Easements	8
2.2	Statutory Rights and Obligations	9
2.3	Non Exclusive	9
3	**EASEMENT FOR SUPPORT**	**9**
3.1	Grantor's Obligation	9
3.2	Grantee's Entitlement	9
3.3	Notice	10
4	**UTILITY EASEMENTS**	**10**
4.1	Rights Relating to the Utility Easements	10
4.2	Ownership of Utility Infrastructure	10
4.3	Notice	11
4.4	Grantee's Utility Services	11
5	**ACCESS EASEMENTS**	**11**
5.1	Maintenance of Access Easements	11
5.2	Grantee's Entitlement	11
5.3	Notice	11
5.4	Costs	12
6	**EXERCISE OF RIGHTS BY GRANTEE**	**12**
7	**CONTRIBUTION TO COSTS**	**12**
7.1	Grantee to Contribute	12
7.2	Notice and Information	13
8	**GRANTEE MAY RECTIFY**	**13**
9	**DESTRUCTION OR DAMAGE**	**14**
9.1	Grantor must reconstruct	14
9.2	Grantee may reconstruct	14
10	**INSURANCE**	**14**
10.1	Obligation	14
10.2	Grantee may Insure	15
11	**COMPLIANCE BY GRANTEE'S AGENTS AND LAND USERS**	**15**
12	**RIGHTS OF AUTHORITIES**	**15**

13	**SURRENDER OF CROWN LEASE**	**15**
14	**GST**	**16**
14.1	Recovery of GST	16
14.2	Time of Payment	16
14.3	Adjustment of Additional Amount	16
14.4	Reimbursement	16
15	**APPLICATION TO UNIT TITLE**	**16**
15.1	Application of this clause	16
15.2	Benefit of Easements	16
15.3	Obligations of Unit owners in Servient Tenement	17
15.4	Inconsistency of Rules	17
15.5	Appointment Property Manager	17
16	**GOVERNING LAW**	**18**
SCHEDULE 1 – EASEMENTS FOR ACCESS		**20**
SCHEDULE 2 – EASEMENT FOR ACCESS ON FOOT		**22**
SCHEDULE 3 – EASEMENT FOR UTILITY SERVICES		**25**
ANNEXURE A		**26**
ANNEXURE B		**27**

THIS DEED is made on the 9th day of September 2019.

PARTIES

1 NG Landholdings No. 14 Pty Limited ACN 612 218 292 AND Abode Braddon Pty Limited ACN 612 218 569 as trustee for the Abode Braddon Trust

of Unit 18, 24 Iron Knob Street, Fyshwick ACT 2609;

('**Grantor**')

2 NG Landholdings No. 14 Pty Limited ACN 612 218 292 AND Abode Braddon Pty Limited ACN 612 218 569 as trustee for the Abode Braddon Trust

of Unit 18, 24 Iron Knob Street, Fyshwick ACT 2609;

('**Grantee**')

BACKGROUND

A. The Grantor is the Crown lessee of the Servient Tenement.

B. The Grantee is the Crown lessee of the Dominant Tenement.

C. The Grantor and the Grantee have agreed that the Grantor will grant to the Grantee the easements and rights over and in respect of the Servient Tenement on the terms contained in this Deed.

D. The Grantee accepts the grant of the easements and rights in accordance with and subject to the terms contained in this Deed.

OPERATIVE PROVISIONS

1 DEFINITIONS & INTERPRETATION

1.1 Definitions

The following words have these meanings in this Deed unless the contrary intention appears:

(a) **Access Easements** means the easements granted by the Grantor under clause 2.1(d);

(b) **Agents** means employees, contractors, agents, officers and authorised persons;

(c) **Authority** means any government, governmental authority, semi-governmental authority, department, commission, agency, instrumentality, council or utility, and includes:

(i) any 'service provider' identified or described in a Crown lease for a Stratum Parcel;

(ii) the Planning and Land Authority established by section 10 of the *Planning and Development Act 2007 (ACT)*; and

(iii) any person providing a public utility service;

(d) **Commonwealth** means the Commonwealth of Australia;

(e) **Commercial Parcel** means Blocks 10 - 24 Section 18 Braddon;

(f) **Common Property** has the meaning given in the *Unit Titles Act 2001 (ACT)*;

(g) **Costs** means, whether present or contingent, all costs, claims, actions, proceedings, liabilities, damage, loss, expenses, fees, and charges;

(h) **Deed** means this deed of Transfer and Grant of Easement and all schedules and annexures to it;

(i) **Dominant Tenement** means the Residential Parcel;

(j) **Dominant Tenement Car Parking** means those parts of the Dominant Tenement designed for use associated with parking Vehicles including all driveways and access ways;

(k) **Easement for Access** means the non-exclusive right to pass and repass at all times by day and by night with vehicles or on foot, and with or without, materials and equipment over the parts of the Servient Tenement identified in Schedule 1 for the purposes specified in Schedule 1;

(l) **Easement for Access on Foot** means the non-exclusive right to pass and repass at all times by day and by night on foot and with or without, materials and equipment over the parts of the Servient Tenement identified in Schedule 2 for the purposes specified in Schedule 2;

(m) **Easement for Support** means the non-exclusive right to have the improvements within or forming part of the Servient Tenement (whether such improvements are lateral, superjacent, or subjacent, to the Dominant Tenement) support and uphold the improvements and structure within or forming part of the Dominant Tenement;

(n) **Easement for Utility Infrastructure** means the non-exclusive right to enter onto the Servient Tenement with or without, vehicles, plant, tools, equipment and materials, using the most practical route at all reasonable times (and at any time in the event of an emergency) and remain there for such periods as are reasonably necessary for the purpose of inspecting, accessing, assembling, constructing, installing, establishing, maintaining, fixing, repairing, renewing, replacing, removing, or upgrading Utility Infrastructure within the parts of the Servient Tenement designated as Easement for Utility Services;

(o) **Easement for Utility Services** means the non-exclusive right to install, establish, maintain, fix, keep, repair, renew, replace, and upgrade Utility Infrastructure over the parts of the Servient Tenement

identified in Schedule 3 for any purpose connected with one or more Utility Service;

(p) **GST** has the meaning it has in the GST Act;

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

(r) **Grantee** means the registered owner of the Dominant Tenement, its successors, controllers and assigns and, where a Units Plan is registered on the Dominant Tenement (or part of it) the owners corporation for the Units Plan.

(s) **Grantee's Land Users** means:

(i) the owners and occupiers of the Dominant Tenement;

(ii) the owners and occupiers of Units (if any) within the Dominant Tenement, or part of the Dominant Tenement; and

(iii) the invitees, visitors and other authorised persons of the owners and occupiers under paragraphs (i) and (ii) above;

(t) **Grantee's Percentage** means the ratio that the area of the Dominant Tenement bears to the combined area of the Dominant Tenement and the Servient Tenement expressed as a percentage, which as at the date of this Deed is 54.7%;

(u) **Granted Easements** means the easements granted by the Grantor under clause 2.1 of this Deed;

(v) **Grantor** means the registered owner of the Servient Tenement, its successors, controllers and assigns and, where a Units Plan is registered on the Servient Tenement (or part of it) the owners corporation for the Units Plan;

(w) **Grantor's Land Users** means:

(i) the owners and occupiers of the Servient Tenement;

(ii) the owners and occupiers of Units (if any) within the Servient Tenement, or part of the Servient Tenement; and

(iii) the invitees, visitors and other authorised persons of the owners and occupiers under paragraphs (i) and (ii) above;

(x) **Grantor's Percentage** means the ratio that the area of the Servient Tenement bears to the combined area of the Dominant Tenement and the Servient Tenement expressed as a percentage, which as at the date of this Deed is 45.3%;

(y) **Law** includes Commonwealth and Territory legislation, case law, right or equity;

(z) **Party Wall** has the same meaning as in the *Common Boundaries Act* 1981 (ACT);

(aa) **Party Wall Obligations** means the provisions of the *Common Boundaries Act* 1981 (ACT) relating to a Party Wall;

(bb) **Plans** means the plans attached to this Deed at Annexure A and Annexure B;

(cc) **Property Manager** means the manager as referred to under clause 15.5(a) of this Deed;

(dd) **Public Utility Entitlement** means any right or entitlement conferred on any Authority by:

(i) any statute (Commonwealth or Territory); or

(ii) the Crown lease for a Stratum Parcel,

entitling the Authority to enter onto the Servient Tenement to undertake any works, or to access, inspect, construct, install, fix, repair, replace, upgrade, remove, maintain or keep any Utility Infrastructure on the Servient Tenement which benefits the Dominant Tenement in whole or in part;

(ee) **Residential Parcel** means Blocks 25-48 Section 18 Braddon;

(ff) **Rules** means the rules of the owners corporation (if any) for the Servient Tenement;

(gg) **Servient Tenement** means the Commercial Parcel;

(hh) **Stratum Parcels** means the Commercial Parcel and the Residential Parcel and each one a **Stratum Parcel**;

(ii) **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* (Cth);

(jj) **Unit** has the meaning given in the *Unit Titles Act 2001* (ACT);

(kk) **Unitisation** means the registration of a Units Plan;

(ll) **Units Plan** mean a units plan within the meaning of the *Unit Titles Act 2001* (ACT) that has been registered on a Stratum Parcel;

(mm) **Utility Easements** means the easements granted by the Grantor under clauses 2.1(b) and 2.1(c);

(nn) **Utility Infrastructure** means cables, wires, pipes, sewers, drains, ducts, plant, infrastructure, and any other items or equipment by which Utility Services are or can be supplied;

(oo) **Utility Services** means:

(i) water reticulation or supply;

(ii) gas reticulation or supply;

(iii) air supply and exhaust services;

(iv) electricity supply;

(v) fire services including sprinklers and smoke spill services;

(vi) air-conditioning, whether for heating or cooling;

(vii) telecommunication and internet and associated services (including NBN network or data cabling);

(viii) computer, television, radio or other transmission services;

(ix) a sewer system;

(x) drainage;

(xi) a system for the removal of garbage or waste;

(xii) security systems;

(xiii) exhaust systems; and

(xiv) any other utility system or service designed to improve the amenity, or increase the enjoyment of the Dominant Tenement and any improvements on it.

(pp) **Vehicles** means ordinary motor car vehicles with an approximate gross vehicle mass of 4.5 tonnes and includes motorcycles and bicycles.

1.2 Interpretation

In this Deed unless the contrary intention appears:

(a) a reference to a person includes a reference to a body corporate and an owners corporation;

(b) a reference to a statute, ordinance, code or other Law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(c) the singular includes the plural and vice versa;

(d) headings do not affect the interpretation of this Deed;

(e) the word "include" is used without any limitation;

(f) a reference to an "Annexure" or "Schedule" is a reference to an annexure or schedule to this Deed;

(g) if a party comprises more than one entity, the obligations and covenants given by those entities are given by and bind those entities jointly and severally; and

(h) a party that is a trustee is bound both personally and in its capacity as a trustee.

1.3 Continuity and Survival of Covenants and Agreements

(a) The terms, covenants, obligations and agreements in this Deed:

(i) bind the Grantee and every person who is entitled after the date of this Deed to an estate or interest in possession of the Dominant Tenement or any part of it;

(ii) bind the Grantor and every person who is entitled after the date of this Deed to an estate or interest in possession of the Servient Tenement or any part of it; and

(iii) will not bind a person from the time that person ceases to be the owner, or entitled to an estate or interest in possession, of the Dominant Tenement or the Servient Tenement except in respect of any breaches or obligations which occurred or were incurred prior to that time, for which they will remain liable.

(b) The parties intend that the benefit and burden of the terms, covenants and agreements in this Deed will pass with the Dominant Tenement and the Servient Tenement and all estates or interest in possession to which they may from time to time be subject.

1.4 Replacement Body

A reference in this Deed to any person or body which:

(a) is replaced, is a reference to the body or person that replaced it; or

(b) ceases to exist, is a reference to the body or person which has substantially the same objects as that body or person.

2 EASEMENTS

2.1 Granted Easements

Subject to the Grantee complying in all material respects with its obligations under this Deed, the Grantor grants to:

(a) the Grantee the Easement for Support;

(b) the Grantee the Easement for Utility Services;

(c) the Grantee and is Agents the Easement for Utility Infrastructure; and

(d) the Grantee, its Agents and the Grantee's Land Users the:

(i) Easement for Access on Foot; and

(ii) Easement for Access.

2.2 Statutory Rights and Obligations

The Grantee and the Grantor acknowledge that:

(a) the boundaries between the Stratum Parcels may be Party Walls and subject to the Party Wall Obligations; and

(b) the Servient Tenement may be subject to one or more Public Utility Entitlements.

2.3 Non Exclusive

The Grantee acknowledges and agrees that:

(a) nothing in this Deed gives the Grantee exclusive use or exclusive entitlement to the Granted Easements; and

(b) the Grantee must not exclude the Grantor, its Agents or the Grantor's Land Users (where applicable) from accessing or using any of the Granted Easements other than any temporary interruptions which may be necessary while undertaking activities permitted under this Deed.

3 EASEMENT FOR SUPPORT

3.1 Grantor's Obligation

The Grantor covenants that it will at all times keep the structure of the Servient Tenement in a state and condition that it can support and uphold the improvements and structures within or forming part of the Dominant Tenement.

3.2 Grantee's Entitlement

Where in the reasonable opinion of the Grantee the structure of the Servient Tenement:

(a) is not in a state or condition that it can support and uphold the improvements or structure within or forming part of the Dominant Tenement; or

(b) will not, unless works are undertaken within a reasonably imminent period of time, remain in a state or condition that it can support and uphold the improvements or structure within or forming part of the Dominant Tenement,

the Grantee and its Agents:

(c) have, in addition to any other right (statutory or otherwise), the right to:

(i) enter onto the Servient Tenement with or without, vehicles, plant, tools, equipment and materials, using the most practical route at all reasonable times (and at any time in the event of an emergency) and remain there for such periods as are

reasonably necessary to inspect the structure of the Servient Tenement and to undertake such works and activities as the Grantee is permitted under this Deed to undertake; and

(ii) undertake all works to the Servient Tenement that are in the Grantee's opinion reasonably necessary to ensure or procure that the Dominant Tenement has full benefit of the Easement for Support and to rectify any damage caused to the Dominant Tenement, including the entitlement to:

A. undertake works to maintain the structure or fabric of the Servient Tenement; and

B. erect and keep for so long as is reasonably necessary temporary scaffolding, supporting structures and other equipment on the Servient Tenement to support or uphold the structure of the Dominant Tenement.

3.3 Notice

Except in the case of an emergency where no notice is required, prior to exercising any right under clause 3.2 the Grantee must serve not less than 21 days written notice on the Grantor specifying:

(a) the deficiency in, or risk to, the structure of the Servient Tenement and its effect on the Dominant Tenement; and

(b) the works or action that the Grantee intends to undertake and the manner in which it will be undertaken.

4 UTILITY EASEMENTS

4.1 Rights Relating to the Utility Easements

In exercising any right relating to a Utility Easement, the Grantee and its Agents have, in addition to any other right (statutory or otherwise), the right to enter onto the Servient Tenement with or without, vehicles, plant, tools, equipment and materials, using the most practical route (at all reasonable times (and at any time in the event of an emergency) and remain there for such periods as are reasonably necessary for all purposes connected with a Utility Easement.

4.2 Ownership of Utility Infrastructure

(a) All Utility Infrastructure that exclusively benefits the Dominant Tenement and which is located on the Servient Tenement is (subject to any rights of a relevant Authority to the contrary) the property of the Grantee.

(b) All Utility Infrastructure that benefits both the Dominant Tenement and the Servient Tenement and which is located on the Servient Tenement is (subject to any rights of a relevant Authority to the contrary) the property of both the Grantee and the Grantor.

(c) All Utility Infrastructure located on the Servient Tenement other than that contemplated in clause 4.2(a) and 4.2(b) is (subject to any rights of a relevant Authority to the contrary) the property of the Grantor.

4.3 Notice

Except in an emergency where no notice is required, the Grantee must, before entering the Servient Tenement to carry out any works in connection with a Utility Easement, give reasonable written notice to the Grantor identifying:

(a) the works or activities that the Grantee intends to undertake;

(b) the manner in which it will be undertaken; and

(c) the expected duration of those works or activities.

4.4 Grantee's Utility Services

Nothing in this Deed limits the obligation of the Grantee to maintain at its own cost its own Utility Services or Utility Infrastructure.

5 ACCESS EASEMENTS

5.1 Maintenance of Access Easements

The Grantor must keep and maintain the Access Easements including keeping them:

(a) illuminated where and when reasonably necessary for their safe use and enjoyment;

(b) clear and free of obstructions; and

(c) in a clean state and condition.

5.2 Grantee's Entitlement

Where, in the reasonable opinion of the Grantee, the Grantor has failed to comply with its obligations under clause 5.1 the Grantee and its Agents have, in addition to any other right, statutory or otherwise, the right to:

(a) enter onto the Servient Tenement using the most practical route with or without, vehicles, plant, tools, equipment and materials, at all reasonable times (and at any time in the event of an emergency) and remain there for such periods as are reasonably necessary to inspect the structure of the Servient Tenement and to undertake such works and activities as the Grantee is permitted to undertake; and

(b) undertake all works to the Servient Tenement that are in the Grantee's opinion reasonably necessary to ensure that the Dominant Tenement has full benefit of the Access Easements.

5.3 Notice

Except in the case of an emergency where no notice is required, prior to exercising any right under clause 5.2 the Grantee must serve not less than 21 days written notice on the Grantor identifying:

(a) the Grantor's failure to comply with its obligations under clause 5.1;

(b) the works or action that the Grantee intends to undertake;

(c) the manner in which it will be undertaken; and

(d) the expected duration of those works.

5.4 Costs

(a) The Grantee must pay to the Grantor on demand the Grantee's Percentage of the Costs incurred by the Grantor in cleaning, maintaining and repairing the Access Easements.

(b) Where the provisions of clause 5.2 apply, the Grantor must pay to the Grantee on demand the Grantor's Percentage of the Costs incurred by the Grantee.

6 EXERCISE OF RIGHTS BY GRANTEE

The Grantee and its Agents in exercising the rights under clause 3.2, 4.1 or 5.2 must:

(a) do so in a manner that will, so far as is reasonably practicable, minimise any:

(i) inconvenience to the Grantor and Grantor's Land Users; and

(ii) damage to the Servient Tenement;

(b) promptly make good all damage caused to the Servient Tenement to the reasonable satisfaction of the Grantor; and

(c) when carrying out any works, except where prior arrangements have been made with the Grantor or in an emergency:

(i) not deliberately disrupt any Utility Service to the Servient Tenement or any part of it in circumstances where the Grantor or any of the Grantee's Land Users may suffer interruption to the business or commercial activities conducted on the Servient Tenement; and

(ii) comply with the reasonable security or other arrangements or requirements ordinarily applying for persons entering the Servient Tenement.

7 CONTRIBUTION TO COSTS

7.1 Grantee to Contribute

Subject to the Grantor complying with clause 7.2, the Grantee agrees to pay to the Grantor within 21 days of demand the Grantee's Percentage of the Costs incurred by the Grantor in respect of:

(a) any works, repair or maintenance to the structure of the Servient Tenement where such works, repair or maintenance is reasonably necessary to comply with the Grantor's obligations under or in connection with the Easement for Support, the Utility Easements or the Access Easements; and

(b) any cleaning, maintenance, upgrades, resurfacing works, or other works that are not of a structural nature but which are reasonably necessary to be undertaken to ensure that the Grantee has the continued benefit of the Access Easements but excluding any works that are decorative in nature or which are for aesthetic purposes only.

7.2 Notice and Information

(a) Except in the case of an emergency when no notice is required, prior to undertaking any works, repair or maintenance that is subject to a contribution by the Grantee under clause 7.1 ('**Stratum Works**') the Grantor must not less than 21 days prior to the earlier of the works being undertaken or the Grantor incurring a liability to any contractor, provide the Grantee with written notice identifying in reasonable detail:

(i) the Stratum Works and the circumstances giving rise to the requirement for the Stratum Works;

(ii) the manner in which the Stratum Works will be undertaken and their expected duration; and

(iii) at least 2 quotes from reputable contractors with expertise in the relevant Stratum Works.

(b) Following completion of the Stratum Works the Grantor must provide the Grantee with:

(i) evidence that the Stratum Works, where required to comply, comply with all applicable Laws;

(ii) evidence of the Cost of the Stratum Works; and

(iii) copies of any documentation relating to the Stratum Works that the Grantee reasonably requests.

8 GRANTEE MAY RECTIFY

After giving the Grantor reasonable notice, the Grantee may, without prejudice to any other right that the Grantee may have or be entitled to under this Deed:

(a) do anything:

(i) which the Grantor should have done under this Deed but which has not been done within a reasonable time; or

(ii) which the Grantee reasonably considers that the Grantor has not done properly; and

(b) recover from the Grantor:

(i) where, had the Grantor performed the relevant obligation properly or promptly the Grantee would have had an obligation to pay the Grantee's Percentage of the Costs, the Grantor's Percentage of the Costs incurred by the Grantee, or for which the Grantee is liable for, in connection with the works or action undertaken by the Grantee; and

(ii) where, had the Grantor performed the obligation properly or promptly the Grantee would not have had an obligation to pay the Grantee's Percentage of the Costs, the entirety of the Costs incurred by the Grantee, or for which the Grantee is liable for, in connection with the works or action undertaken by the Grantee.

9 DESTRUCTION OR DAMAGE

9.1 Grantor must reconstruct

If for any reason the improvements on the Servient Tenement are damaged, destroyed or removed (in whole or in part) from the Servient Tenement and such damage, destruction or removal adversely affects the Grantee's enjoyment of the Easement for Support, the Grantor must as soon as is practicable following the damage, destruction or removal cause the reinstatement of the improvements:

(a) at the Grantor's own Cost;

(b) with all reasonable speed; and

(c) in a good and workmanlike manner and in compliance with all applicable Laws,

to a state and condition that enables the Grantee to enjoy the full benefit of the Easement for Support.

9.2 Grantee may reconstruct

If, in the Grantee's reasonable opinion the Grantor has not complied, or will not comply with, its obligations under clause 9.1, the Grantee may, at the cost of the Grantor, cause the reinstatement of the structure of the improvements to a state and condition that enables the Grantee to enjoy the full benefit of the Easement for Support.

10 INSURANCE

10.1 Obligation

The Grantor must:

(a) ensure that at all times the improvements on the Servient Tenement are insured with a reputable insurer:

(i) covering the full reinstatement Cost of the improvements including removal of damaged and destroyed improvements and the Cost of obtaining all necessary approvals for reinstatement of the improvements;

(ii) against all risks that a prudent landowner would insure against including loss or damage by fire, wind, storm, impact and tempest including resulting from explosion; and

(b) provide the Grantee with evidence of the insurance effected by the Grantor when requested by the Grantee.

10.2 Grantee may Insure

Where, in the reasonable opinion of the Grantee, the Grantor has failed to comply with its obligations under clause 10.1 the Grantee may, at the cost of the Grantor, put in place insurance covering the improvements on the Servient Tenement.

11 COMPLIANCE BY GRANTEE'S AGENTS AND LAND USERS

The Grantee must use all reasonable endeavours to ensure that the Grantee's Agents and the Grantee's Land Users, when exercising any rights or entitlements that benefit or accrue to them under this Deed, comply with the terms of this Deed.

12 RIGHTS OF AUTHORITIES

(a) The Grantee and the Grantor must:

(i) permit an Authority that has reasonable cause or entitlement, to enter onto the Dominant Tenement and the Servient Tenement to inspect and test Utility Infrastructure and/or Public Utility Entitlement and its use; and

(ii) comply with the lawful directions of an Authority made in connection with Utility Infrastructure, Utility Services and/or Public Utility Entitlement or their use.

(b) The Grantee and the Grantor agree that it is their intention that an Authority has the benefit of, and may enforce, the right conferred by this clause 12 despite an Authority not being a party to this Deed.

13 SURRENDER OF CROWN LEASE

If:

(a) the Grantor surrenders its Crown lease in respect of the Servient Tenement;

(b) the Grantee surrenders its Crown lease in respect of the Dominant Tenement; or

(c) any other act, event, occurrence (other than the agreement of the Grantor and the Grantee) terminates, invalidates or renders the grant of the Granted Easements in whole or in part void,

the Grantor and the Grantee must as soon as practicable do all things necessary to:

(d) enter into a replacement Deed of Transfer and Grant of Easements on substantially the same terms as this Deed; and

(e) do all things necessary to ensure that at all times the Dominant Tenement enjoys and has the benefit of the Granted Easements.

14 GST

14.1 Recovery of GST

If a supply under this Deed is subject to GST, the recipient must pay to the supplier an additional amount equal to the amount of the consideration multiplied by the applicable GST rate.

14.2 Time of Payment

The additional amount is payable at the same time as the consideration for the supply is payable or is to be provided. However, the additional amount need not be paid until the supplier gives the recipient a valid tax invoice.

14.3 Adjustment of Additional Amount

If the additional amount differs from the amount of GST payable by the supplier, the parties must adjust the additional amount.

14.4 Reimbursement

If a party is entitled to be reimbursed or indemnified under this Deed, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an input tax credit.

15 APPLICATION TO UNIT TITLE

15.1 Application of this clause

This clause 15 applies in the event that a Stratum Parcel is subject to Unitisation.

15.2 Benefit of Easements

The Grantor and the Grantee acknowledge and agree that following Unitisation:

(a) all obligations imposed or arising under this Deed will continue to subsist for the benefit and burden of the relevant Units Plan; and

(b) the owners corporation for the Units Plan registered on the Dominant Tenement may authorise:

(i) all of the Grantee's Land Users; or

(ii) one or more persons or category of persons within the definition of the Grantee's Land Users, to the exclusion of the owners, occupiers and visitors of specified Units within the Units Plan,

to use and enjoy, some or all of the:

(iii) Access Easements; or

(iv) Utility Easements,

in common with the Units Plan.

15.3 Obligations of Unit owners in Servient Tenement

Following Unitisation every person who is entitled to an estate or interest in a Unit in the Units Plan registered on the Servient Tenement must comply with the obligations of the Grantor under this Deed.

15.4 Inconsistency of Rules

Without limiting this Deed:

(a) the Rules of the Units Plan may not override the rights granted to the Grantee or the obligations assumed by the Grantor under this Deed; and

(b) if the Rules of the Units Plan allocate responsibility for complying with obligations under this Deed to a different person than that set out in this Deed, this Deed prevails to the extent of the inconsistency.

15.5 Appointment Property Manager

(a) The parties agree and acknowledge that:

(i) the harmonious and practical administration of the Stratum Parcels in a cost effective way may be best achieved by the appointment of a single manager ('**Property Manager**') to manage the structures within the Stratum Parcels and to administer the Units Plan(s);

(ii) the provisions of the *Unit Titles (Management) Act* 2011 (ACT) as at the date of this Deed prevent the Units Plan(s) from being obliged to appoint the same Property Manager;

(iii) the parties will recommend to the owners corporations for the Units Plan(s) that the same Property Manager be appointed to both Stratum Parcels; and

(iv) in the event that the same Property Manager is appointed to both Stratum Parcels the remaining provisions of this clause 15.5 will apply.

(b) The Property Manager may, subject to the direction of the parties appointing the Property Manager:

(i) be appointed under a separate contract in respect of each Stratum Parcel;

(ii) be responsible for the management and administration of the rights and obligations granted and assumed under this Deed;

(iii) be directed to administer and manage the collection and payment of the expenditure necessary to comply with the parties obligations under this Deed; and

(iv) be directed to prepare an annual budget for the administration and management of expenditure necessary to maintain the rights granted and to discharge the obligations assumed under this Deed.

16 GOVERNING LAW

(a) This Deed is governed by and must be construed according to the Law applying in the Territory.

(b) The parties submit to the non-exclusive jurisdiction of the courts of the Territory and any courts which may hear appeals from those courts in respect of any proceedings in connection with this Deed.

EXECUTED AS A DEED

Grantor

Executed by **NG Landholdings No. 14 Pty Limited ACN 612 218 292** in accordance with section 127 of the Corporations Act 2001:)

Signature of Sole Director/~~Secretary~~
Name: Nikolaos Georgalis

Executed by **Abode Braddon Pty Limited ACN 612 218 569** in accordance with section 127 of the Corporations Act 2001:)

Name: Nikolaos Georgalis
Signature of Sole Director/~~Secretary~~

Grantee

Executed by **NG Landholdings No. 14 Pty Limited ACN 612 218 292** in accordance with section 127 of the Corporations Act 2001:)

Signature of Sole Director/~~Secretary~~
Name: Nikolaos Georgalis

Executed by **Abode Braddon Pty Limited ACN 612 218 569** in accordance with section 127 of the Corporations Act 2001:)

Name: Nikolaos Georgalis
Signature of Sole Director/~~Secretary~~

SCHEDULE 1 – EASEMENTS FOR ACCESS

1 Easement 1 For Access

"PROPOSED EASEMENT FOR ACCESS VAR WIDTH" on the plans within Annexure A on Deposited Plan Blocks 10-24, Section 18, being a re subdivision of Blocks 7 - 9, Braddon, Canberra Central, Australian Capital Territory, Sheet 3 of 12 sheets;

2 Easement 2 For Access

"PROPOSED EASEMENT FOR ACCESS VAR WIDTH" on the plans within Annexure A on Deposited Plan Blocks 10-24, Section 18, being a re subdivision of Blocks 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 4 of 12 sheets;

3 Easement 3 For Access

"PROPOSED EASEMENT FOR ACCESS VAR WIDTH" on the plans within Annexure A on Deposited Plan Blocks 10-24, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 4 of 12 sheets;

4 Easement 4 For Access

"PROPOSED EASEMENT FOR ACCESS VAR WIDTH" on the plans within Annexure A on Deposited Plan Blocks 10-24, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 4 of 12 sheets;

5 Easement 5 For Access

"PROPOSED EASEMENT FOR ACCESS5.8 WIDE" on the plans within Annexure A on Deposited Plan Blocks 10-24, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 4 of 12 sheets;

6 Easement 6 For Access

"PROPOSED EASEMENT FOR ACCESS VARIABLE WIDTH" on the plans within Annexure A on Deposited Plan Blocks 10-24, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 4 of 12 sheets ;

7 Easement 7 For Access

"PROPOSED EASEMENT FOR ACCESSVAR WIDTH" on the plans within Annexure A on Deposited Plan Blocks 10-24, Section 18, being a re subdivision of Blocks 7 - 9, Braddon, Canberra Central, Australian Capital Territory, Sheet 4 of 12 sheets

8 Easement 8 For Access

"PROPOSED EASEMENT FOR ACCESS" on the plans within Annexure A on Deposited Plan Blocks 10-24, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory Sheet 5 of 12 sheets;

9 Easement 9 For Access

"PROPOSED EASEMENT FOR ACCESS VAR WIDTH" on the plans within Annexure A on Deposited Plan Blocks 10-24, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory Sheet 5 of 12 sheets;

10 Easement 10 For Access

"EASMT IS FACE OF CONC WALL" on the plans within Annexure A on Deposited Plan Blocks 10-24, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 5 of 12 sheets;

11 Easement 11 For Access

"EASMT IS FACE OF CONC WALL" on the plans within Annexure A on Deposited Plan Blocks 10-24, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 5 of 12 sheets;

12 Easement 12 For Access

"EASMT IS FACE OF CONC WALL" on the plans within Annexure A on Deposited Plan Blocks 10-24, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 5 of 12 sheets;

13 Easement 13 For Access

"EASMT IS FACE OF CONC WALL" on the plans within Annexure A on Deposited Plan Blocks 10-24, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 5 of 12 sheets;

14 Easement 14 For Access

"EASMT IS FACE OF CONC WALL" on the plans within Annexure A on Deposited Plan Blocks 10-24, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 5 of 12 sheets;

15 Easement 15 For Access

"EASMT IS FACE OF CONC WALL" on the plans within Annexure A on Deposited Plan Blocks 10-24, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 5 of 12 sheets.

Purpose of Easement For Access 1 to 15

For the purpose of access to and from the Dominant Tenement at all times, and for the purpose of gaining access to the improvements (including Dominant Tenement Car Parking, as applicable) or waste collection facilities or amenities (if applicable) or the Utility Services or Utility Infrastructure or maintenance or repair on the Dominant Tenement and between the Stratum Parcels.

SCHEDULE 2 – EASEMENT FOR ACCESS ON FOOT

1. Easement 1 For Access on Foot

   "PROP EASMT FOR PEDESTRIAN ACCESS VAR WIDTH" on the plans within Annexure A on Deposited Plan Blocks 10-24, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 2 of 12 sheets;

2. Easement 2 For Access on Foot

   "PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Blocks 10-24, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 3 of 12 sheets;

3. Easement 3 For Access on Foot

   "PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Blocks 10-24, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 3 of 12 sheets;

4. Easement 4 For Access on Foot

   "PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Block 10, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 4 of 12 sheets

5. Easement 5 For Access on Foot

   "PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Blocks 10-24, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 4 of 12 sheets;

6. Easement 6 For Access on Foot

   "PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Blocks 10-24, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 4 of 12 sheets;

7. Easement 7 For Access on Foot

   "PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Blocks 10-24, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 4 of 12 sheets;

8. Easement 8 For Access on Foot

"EASMT" on the plans within Annexure A on Deposited Plan Blocks 10-24, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 5 of 12 sheets;

9. Easement 9 For Access on Foot

"PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Blocks 10-24, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 5 of 12 sheets;

10. Easement 10 For Access on Foot

"PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Blocks 10-24, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 5 of 12 sheets;

11. Easement 11 For Access on Foot

"PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Blocks 10-24, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 5 of 12 sheets;

12. Easement 12 For Access on Foot

"PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Blocks 10-24, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 5 of 12 sheets;

13. Easement 13 For Access on Foot

"PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Blocks 10-24, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 5 of 12 sheets;

14. Easement 14 For Access on Foot

"PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Blocks 10-24, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 5 of 12 sheets;

15. Easement 15 For Access on Foot

"PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Blocks 10-24, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 5 of 12 sheets;

16. Easement 16 For Access on Foot

"1.16 EASMT" on the plans within Annexure A on Deposited Plan Blocks 10-24, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 5 of 12 sheets;

17. Easement 17 For Access on Foot

"PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Blocks 10-24, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 6 of 12 sheets;

18. Easement 18 For Access on Foot

"PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Blocks 10-24, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 6 of 12 sheets;

19. Easement 19 For Access on Foot

"PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Blocks 10-24, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 7 of 12 sheets;

20. Easement 20 For Access on Foot

"PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Blocks 10-24, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 8 of 12 sheets;

21. Easement 21 For Access on Foot

"PROPOSED EASEMENT FOR PEDESTRIAN ACCESS (%%)" on the plans within Annexure A on Deposited Plan Blocks 10-24, Section 18, being a re subdivision of Block 7-9, Braddon, Canberra Central, Australian Capital Territory, Sheet 9 of 12 sheets.

Purpose of Easement For Access On Foot 1 to 21

For the purpose of access to and from the Dominant Tenement and for the purpose of:

(a) gaining access to the improvements (including Dominant Tenement Car Parking, as applicable), including fire egress and waste collection facilities (as applicable) or amenities (as applicable) or the Utility Services on the Dominant Tenement and between the Stratum Parcels; and

(b) if applicable, for the repair and/or maintenance of the improvements or the Utility Services or Utility Infrastructure on the Dominant Tenement.

SCHEDULE 3 – EASEMENT FOR UTILITY SERVICES

1 EASEMENT FOR UTILITY SERVICES 1

"PROPOSED EASEMENT FOR SERVICES LIMITED IN HEIGHT TO RL561.46 AND UNLIMITED IN DEPTH" on the plans within Annexure B of Proposed Easement For Services Commercial Lease Basement 3 over Block 15-17, Section 18, Division of Braddon, Project No 96065 Sheet No. 1 of 6;

2 EASEMENT FOR UTILITY SERVICES 2

"PROPOSED EASEMENT FOR SERVICES LIMITED IN HEIGHT TO RL564.36 AND LIMITED IN DEPTH TO RL561.46" on the plans within Annexure B of Proposed Easement For Services Commercial Lease Basement 2 over Blocks 12-14, Section 18, Division of Braddon, Project No 96065 Sheet No. 2 of 6;

3 EASEMENT FOR UTILITY SERVICES 3

"PROPOSED EASEMENT FOR SERVICES LIMITED IN HEIGHT TO RL567.85 AND LIMITED IN DEPTH TO RL564.36" on the plans within Annexure B of Proposed Easement For Services Commercial Lease Basement 1 over Block 11, Section 18, Division of Braddon, Project No 96065 Sheet No. 3 of 6;

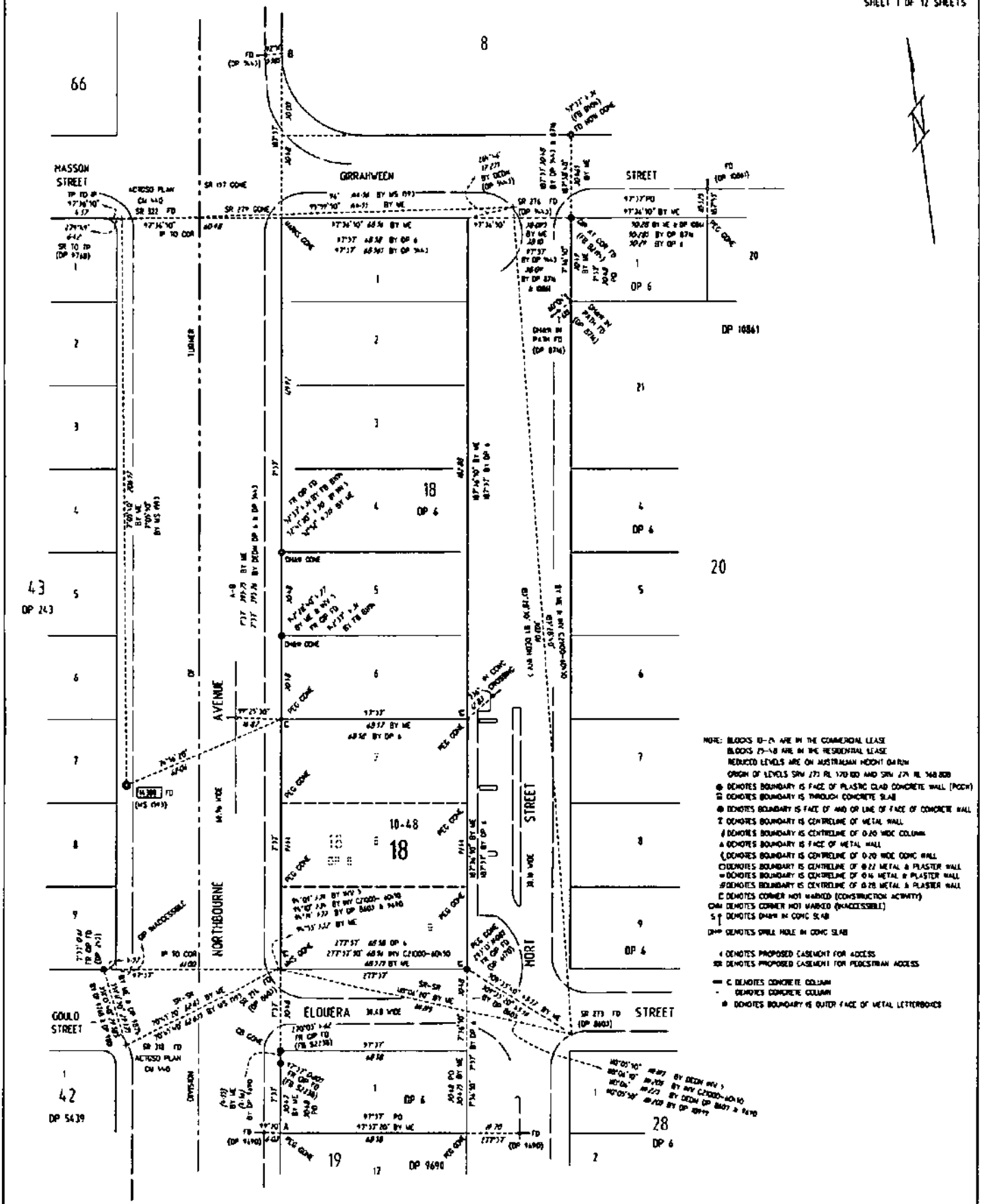
4 EASEMENT FOR UTILITY SERVICES 4

"PROPOSED EASEMENT FOR SERVICES LIMITED IN HEIGHT TO RL571.26 AND LIMITED IN DEPTH TO RL570.15" on the plans within Annexure B of Proposed Easement For Services Commercial Lease on Ground over Block 10, Section 18, Division of Braddon, Project No 96065, Sheet No. 4 of 6;

THE PURPOSE OF EASEMENT FOR UTILITY SERVICES 1 TO 4

For the purpose of allowing the Dominant Tenement to inspect, install, establish, maintain, fix, renew, repair, replace, remove or upgrade any Utility Infrastructure or Utility Service, for any purpose connected with a Utility Service, at all times, subject to the terms of this deed.:

ANNEXURE A



REFERENCE MARKS

NOTE

PLAN OF

BLOCKS 10-48 SECTION 18

BEING A RESUBDIVISION OF BLOCKS 7-9

DIVISION: BRADDON

DISTRICT: CANBERRA CENTRAL

AUSTRALIAN CAPITAL TERRITORY

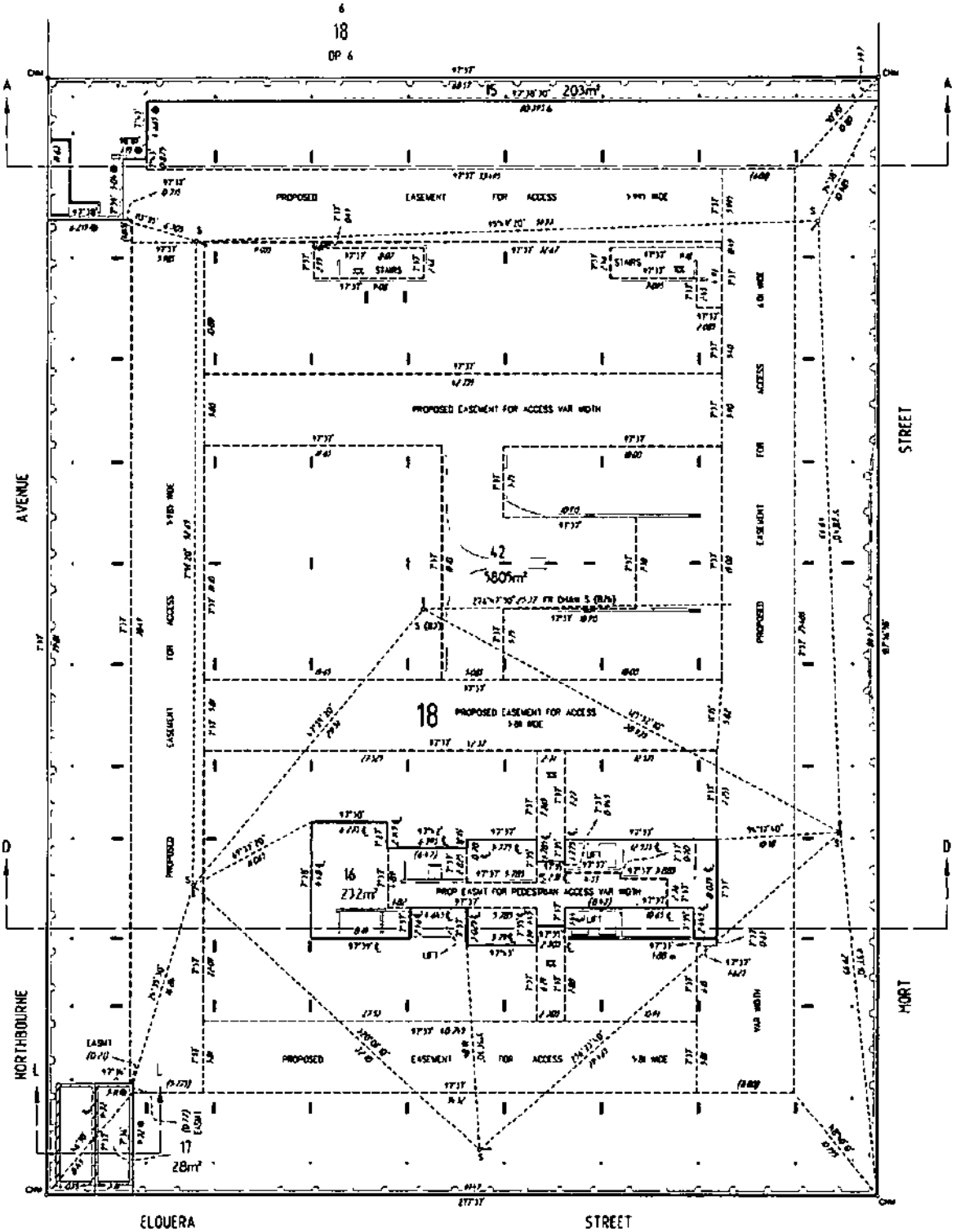
SCALE 1:250

DEPOSITED PLAN

AMENDS DP 6

BASEMENT 1

SHEET 2 OF 12 SHEETS



THE REAR OF THE SHOTCRETE AND PILES IS INACCESSIBLE AND THEREFORE NO RELATIONSHIP TO THE BOUNDARY IS NOTED

BLOCKS 11 TO 17 ARE STRATUM BLOCKS LIMITED IN HEIGHT TO RL 564.46 AND UNLIMITED IN DEPTH
BLOCK 42 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 567.46 AND UNLIMITED IN DEPTH

SCALE 1:250
0 5 10 METRES

THIS IS SHEET 2 OF MY PLAN IN 12 SHEETS

DATED 29 JULY 2019

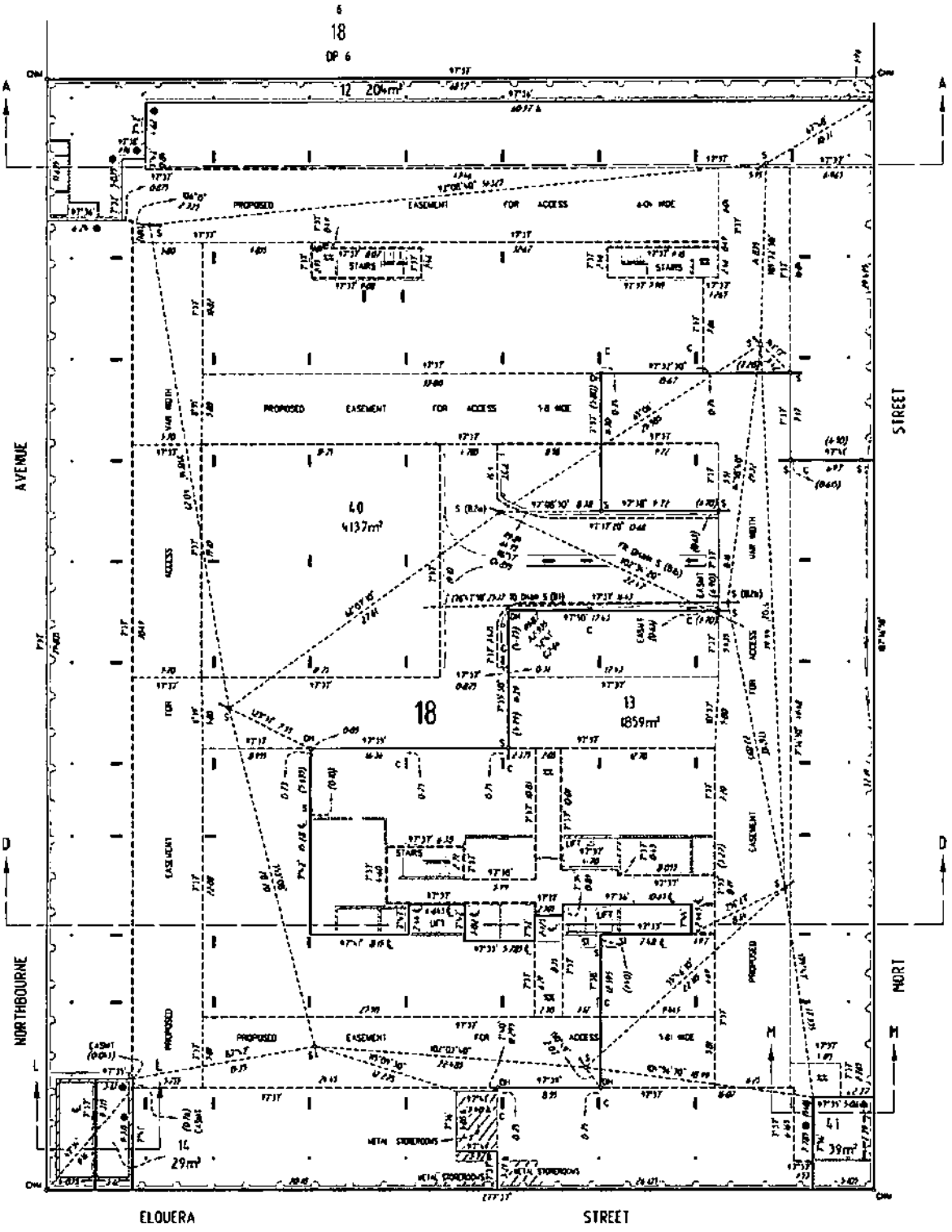
Signature:

Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

BASEMENT 2

SHEET 3 OF 12 SHEETS



THE REAR OF THE SHOTCRETE AND PILES IS INACCESSIBLE AND THEREFORE NO RELATIONSHIP TO THE BOUNDARY IS NOTED

BLOCKS 12 TO 14 ARE STRATUM BLOCKS LIMITED IN HEIGHT TO RL 564.76 AND LIMITED IN DEPTH TO RL 564.16
BLOCKS 40 & 41 ARE STRATUM BLOCKS LIMITED IN HEIGHT TO RL 564.36 AND LIMITED IN DEPTH TO RL 564.16

SCALE 1:200
0 5 10 METRES

THIS IS SHEET 3 OF MY PLAN IN 12 SHEETS

DATED 29 JULY 2019

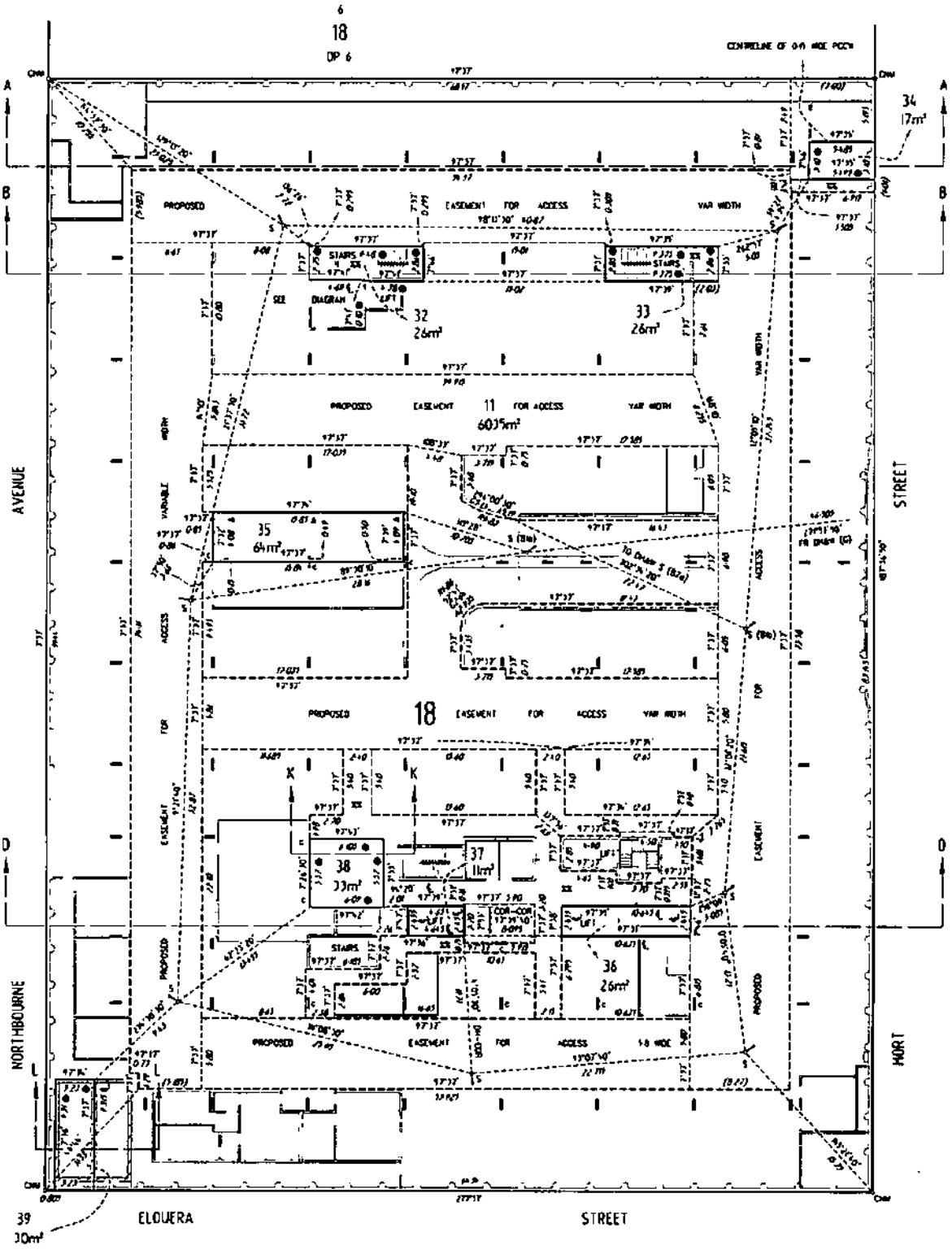
(Signature) _____

Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

BASEMENT 1

SHEET 4 OF 12 SHEETS



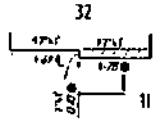


DIAGRAM
NOT TO SCALE

THE REAR OF THE SHOTCRETE AND PILES IS INACCESSIBLE AND THEREFORE NO RELATIONSHIP TO THE BOUNDARY IS NOTED

BLOCK 8 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 567.65 AND LIMITED IN DEPTH TO RL 564.36
BLOCKS 32 TO 39 ARE STRATUM BLOCKS LIMITED IN HEIGHT TO RL 567.65 AND LIMITED IN DEPTH TO RL 564.36

SCALE 1:200
0 5 10 METRES

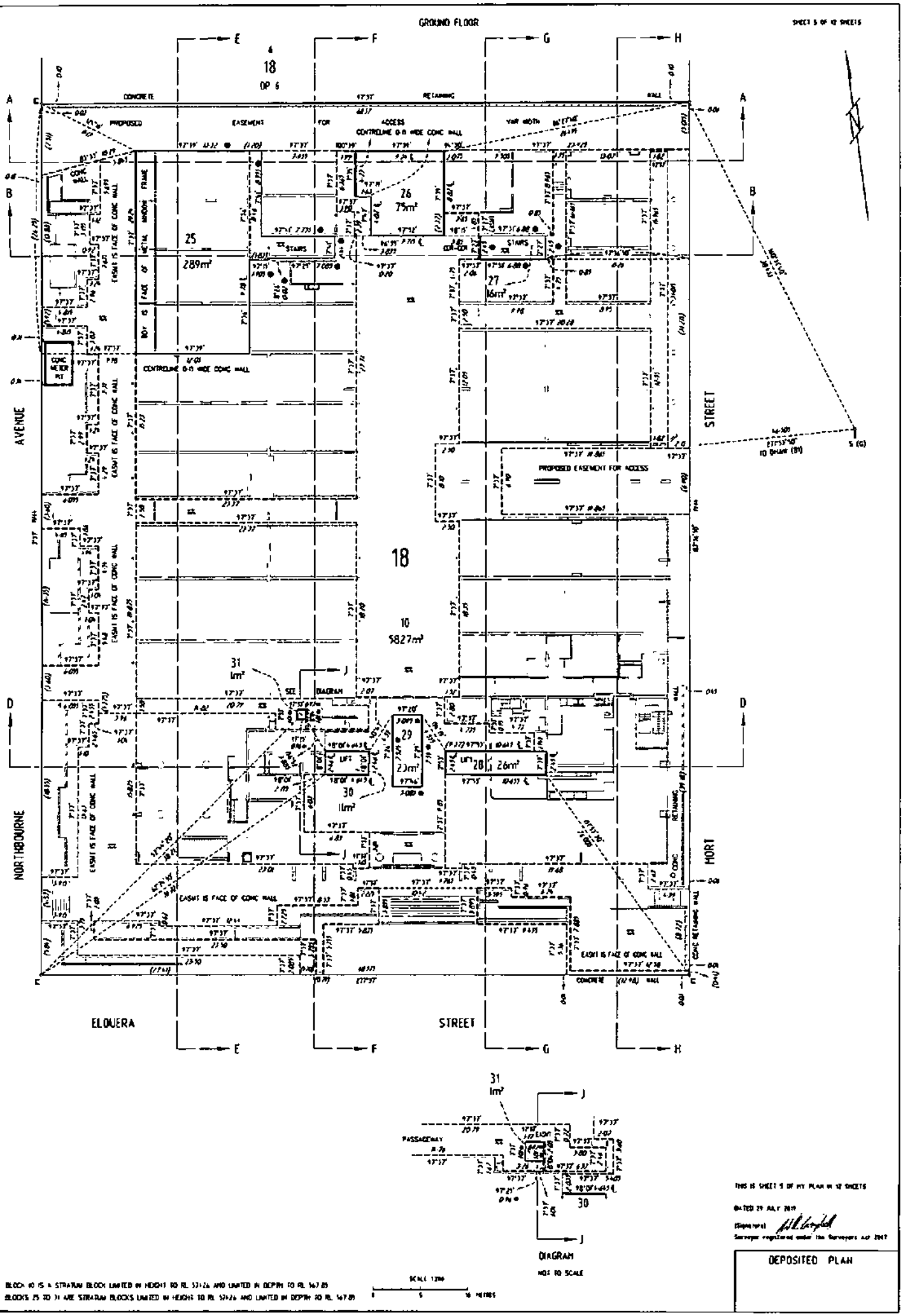
THIS IS SHEET 4 OF MY PLAN IN 12 SHEETS

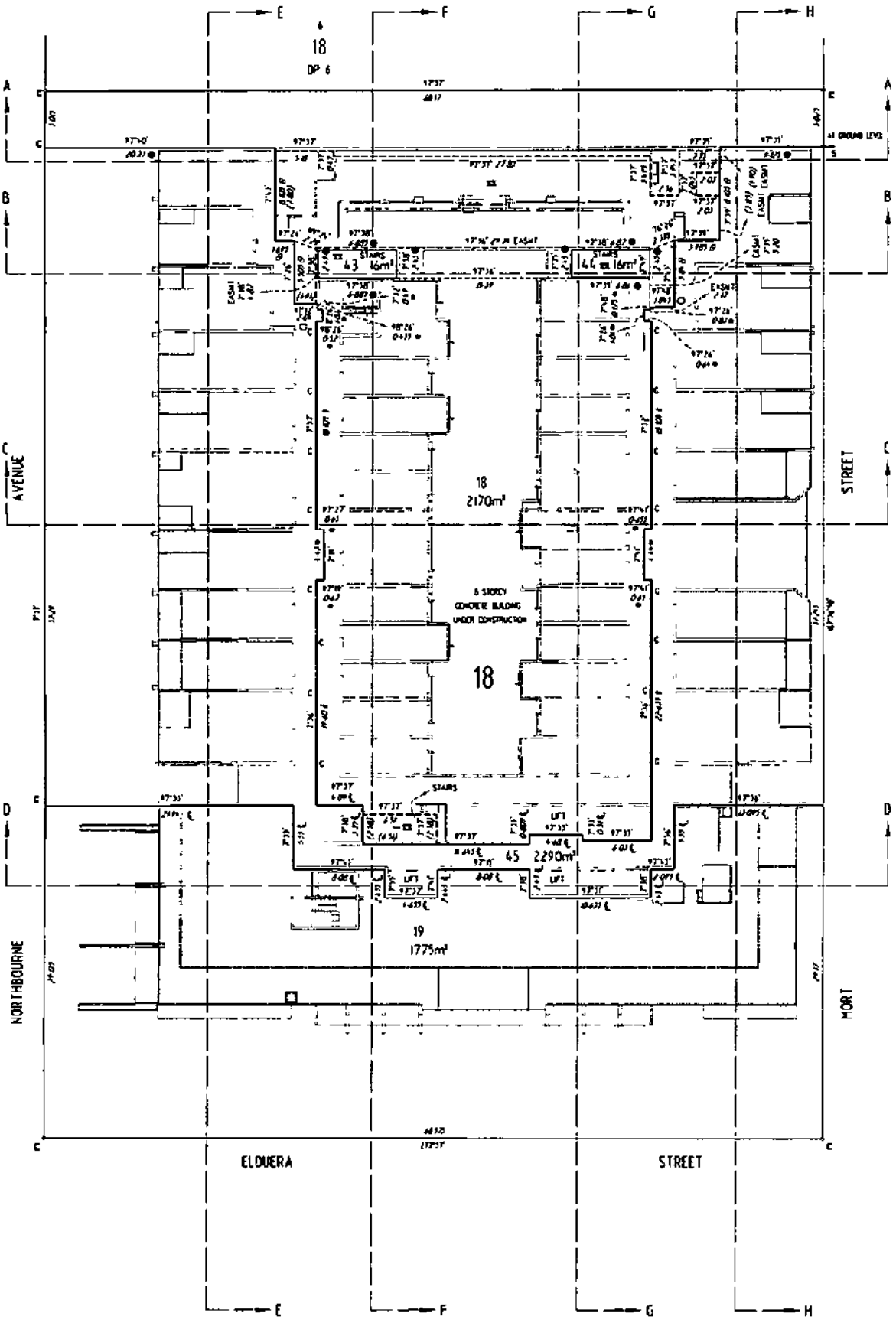
DATED 19 JULY 2019

(Signature) _____

Surveyor registered under the Surveyors Act 2002

DEPOSITED PLAN


GROUND FLOOR
SHEET 5 OF 12 SHEETS
18
DP 6
CONCRETE
RETAINING
WALL
PROPOSED
EASEMENT
FOR
ACCESS
CONTROLLINE 0.6 WIDE CONC WALL
VAR WIDTH
25
289m²
26
79m²
27
16m²
STAIRS
EXSHT IS FACE OF METAL WINDOW FRAME
BOX IS
CONC METER PIT
EXSHT IS FACE OF CONC WALL
AVENUE
STREET
PROPOSED EASEMENT FOR ACCESS
18
10
5827m²
31
1m²
SEE
DIAGRAM
29
23m²
28
26m²
LIFT
30
11m²
NORTHBOURNE
HORT
EXSHT IS FACE OF CONC WALL
CONC RETAINING WALL
CONCRETE
ELOUERA
STREET
PASSAGEWAY
DIAGRAM
NOT TO SCALE
SCALE 1:200
0
5
10 METRES
THIS IS SHEET 5 OF MY PLAN IN 12 SHEETS
DATED 29 JULY 2019
Surveyor registered under the Surveyors Act 2017
DEPOSITED PLAN
BLOCK 10 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 537.26 AND LIMITED IN DEPTH TO RL 567.85
BLOCKS 25 TO 31 ARE STRATUM BLOCKS LIMITED IN HEIGHT TO RL 537.26 AND LIMITED IN DEPTH TO RL 567.85



THIS IS SHEET 4 OF MY PLAN OF 12 SHEETS

DATED 29 JULY 2010

Signature

Surveyor registered under the Surveyors Act 2007

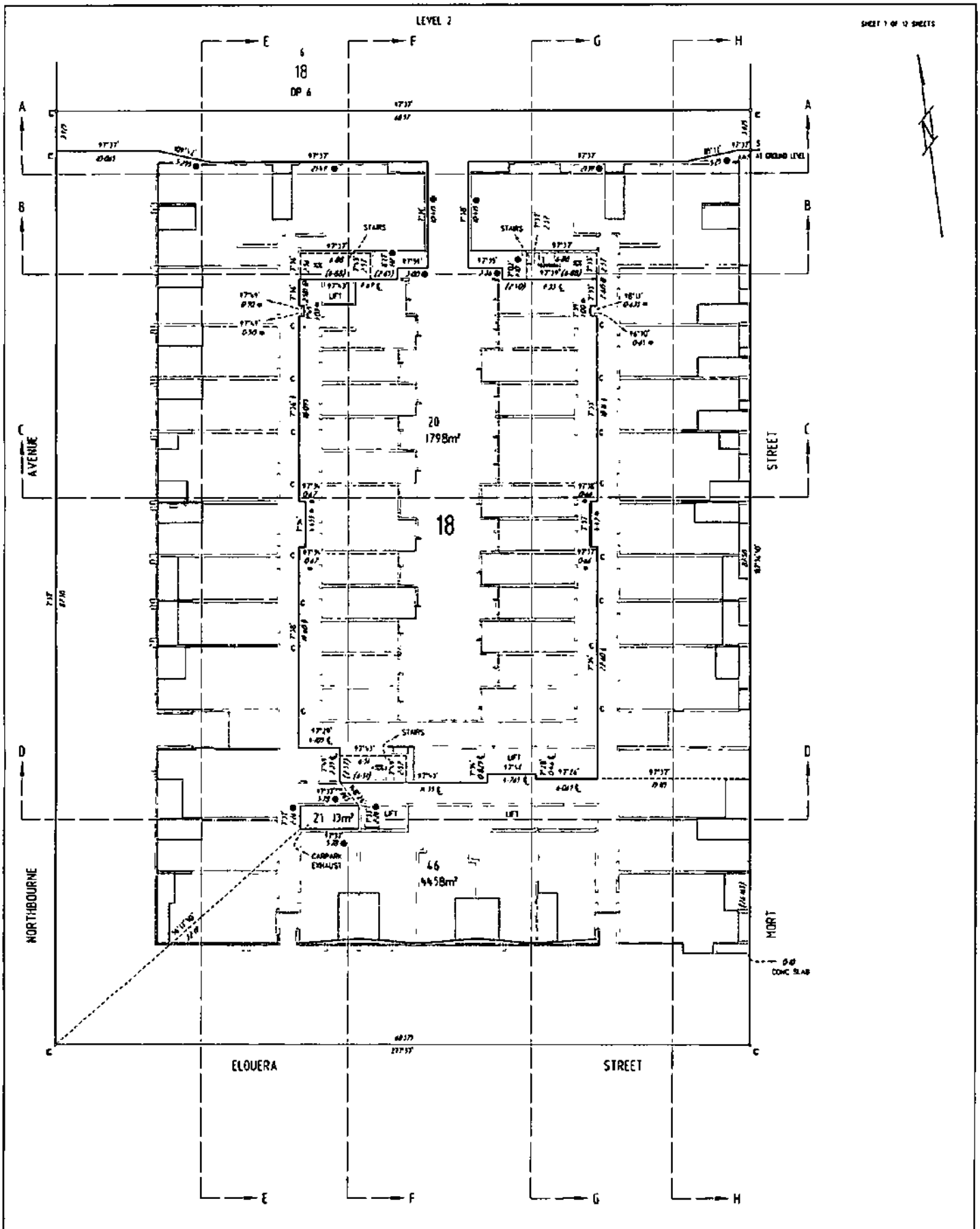
DEPOSITED PLAN

BLOCKS 18 & 19 ARE STRATUM BLOCKS LIMITED IN HEIGHT TO RL 579.06 AND LIMITED IN DEPTH TO RL 579.76

BLOCKS 43 TO 45 ARE STRATUM BLOCKS LIMITED IN HEIGHT TO RL 579.06 AND LIMITED IN DEPTH TO RL 579.76

SCALE 1:250

0 5 10 METRES



THIS IS SHEET 7 OF MY PLAN IN 12 SHEETS

DATED 19 JULY 2019

Signature: [signature]

Surveyor registered under the Surveyors Act 2003

DEPOSITED PLAN

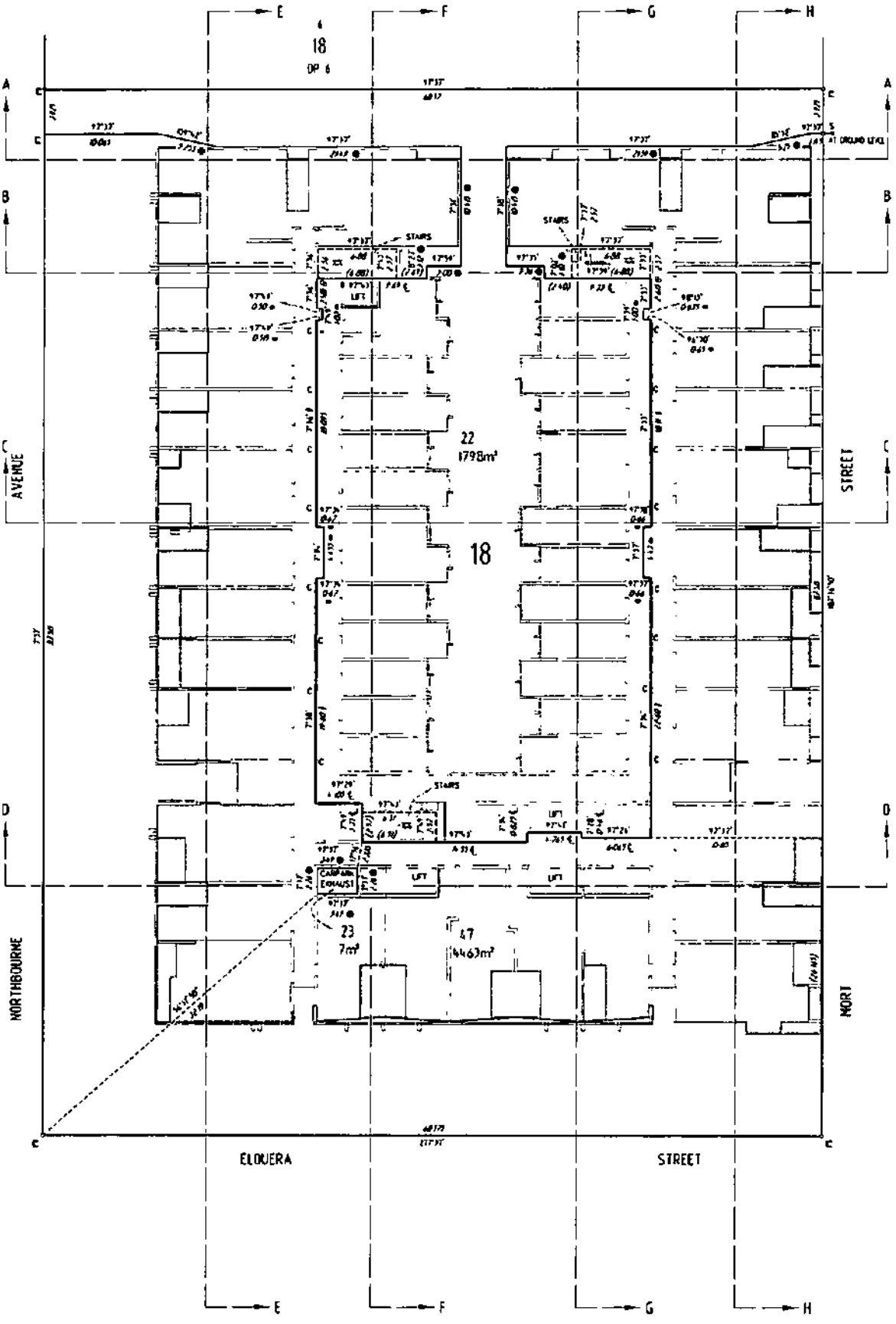
BLOCK 20 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 176.86 AND LIMITED IN DEPTH TO RL 171.06
BLOCK 21 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 176.86 AND LIMITED IN DEPTH TO RL 171.06
BLOCK 46 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 176.86 AND LIMITED IN DEPTH TO RL 171.06

SCALE 1:200

0 5 10 METRES

LEVEL 3 TO LEVEL 7

SHEET 6 OF 12 SHEETS



THIS IS SHEET 6 OF MY PLAN IN 12 SHEETS

DATED 29 JULY 2019

Signature: [signature]

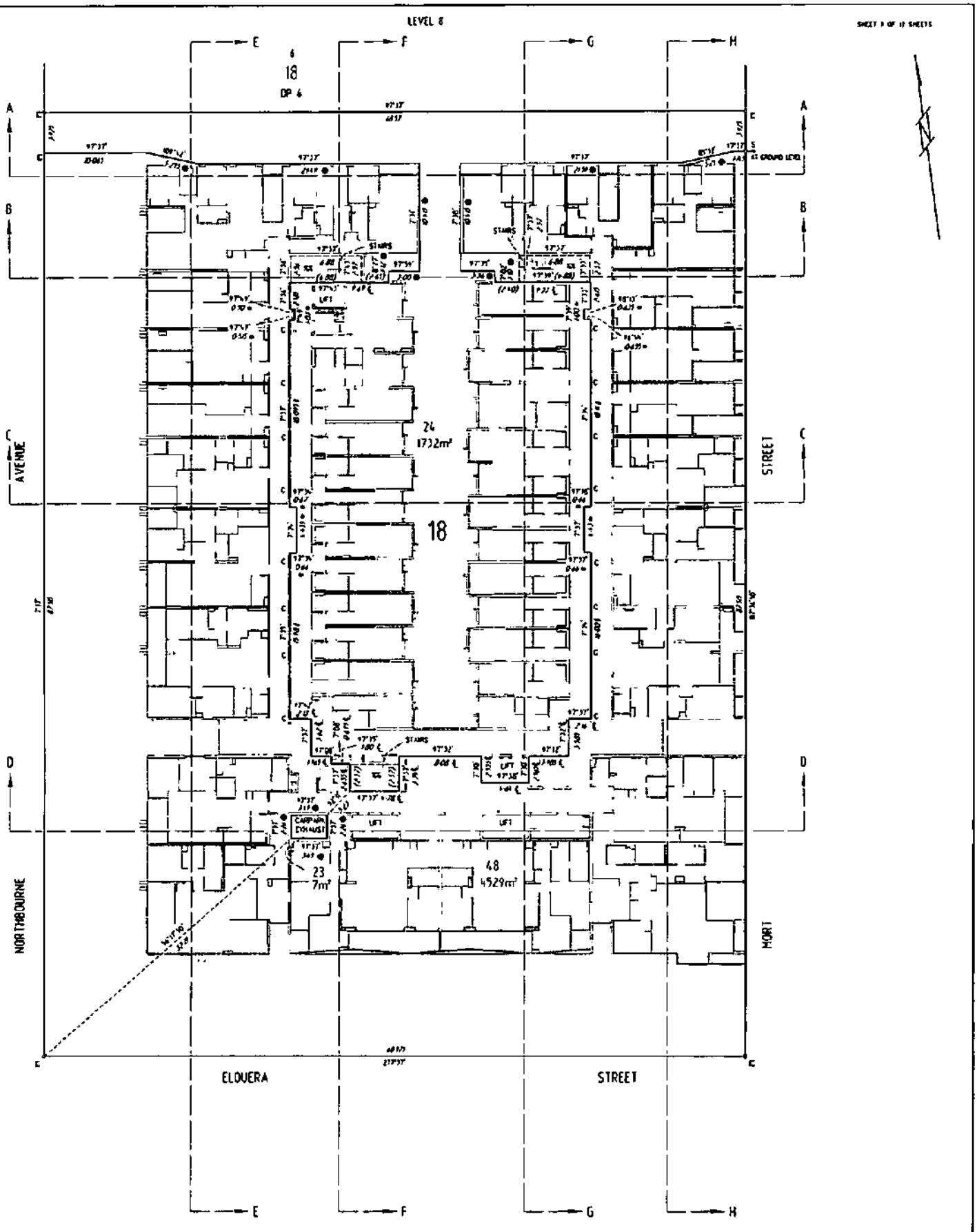
Surveyor registered under the Surveyors Act 2017

DEPOSITED PLAN

BLOCK 22 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 590.86 AND LIMITED IN DEPTH TO RL 576.86
BLOCK 23 IS A STRATUM BLOCK UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL 576.86
BLOCK 47 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 590.86 AND LIMITED IN DEPTH TO RL 576.86

SCALE 1:250

0 5 10 METRES



THIS IS SHEET 9 OF MY PLAN OF 12 SHEETS

DATED 29 JULY 2019

Signature: [signature]

Surveyor registered under the Surveyors Act 2007

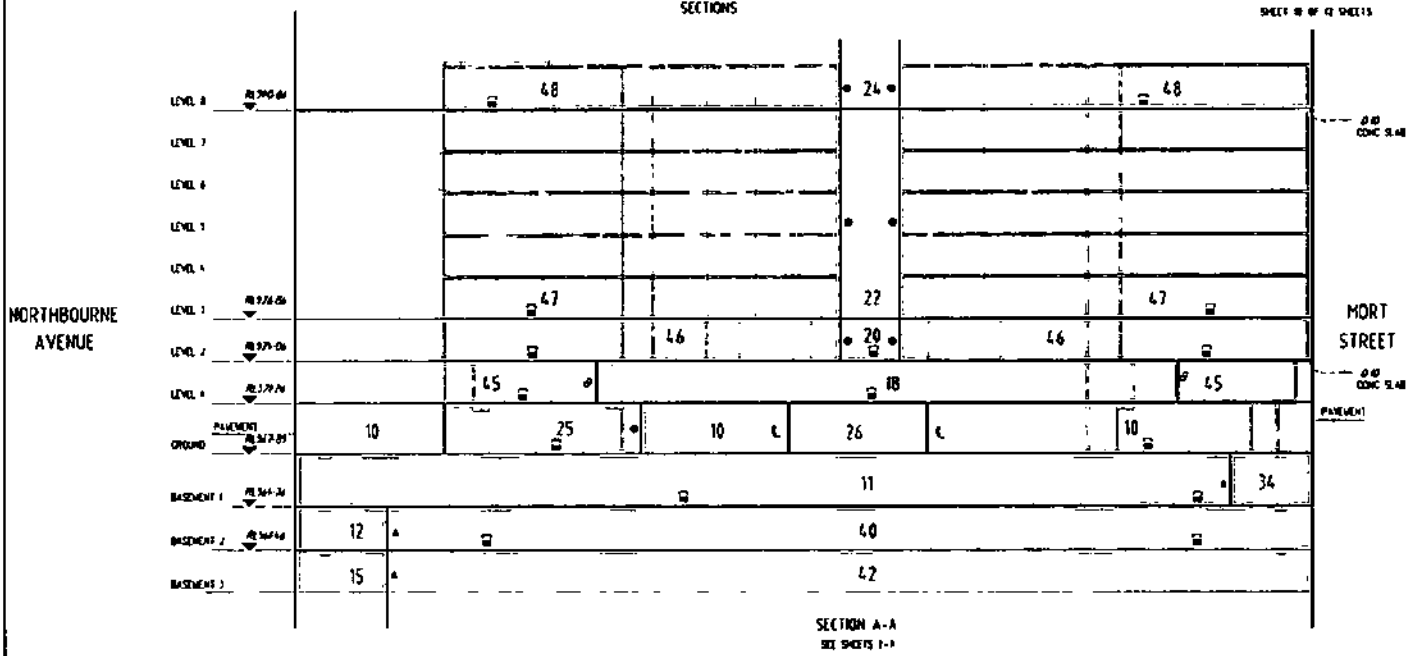
DEPOSITED PLAN

BLOCK 24 IS A STRATUM BLOCK UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL 590.86
BLOCK 48 IS A STRATUM BLOCK UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL 590.86

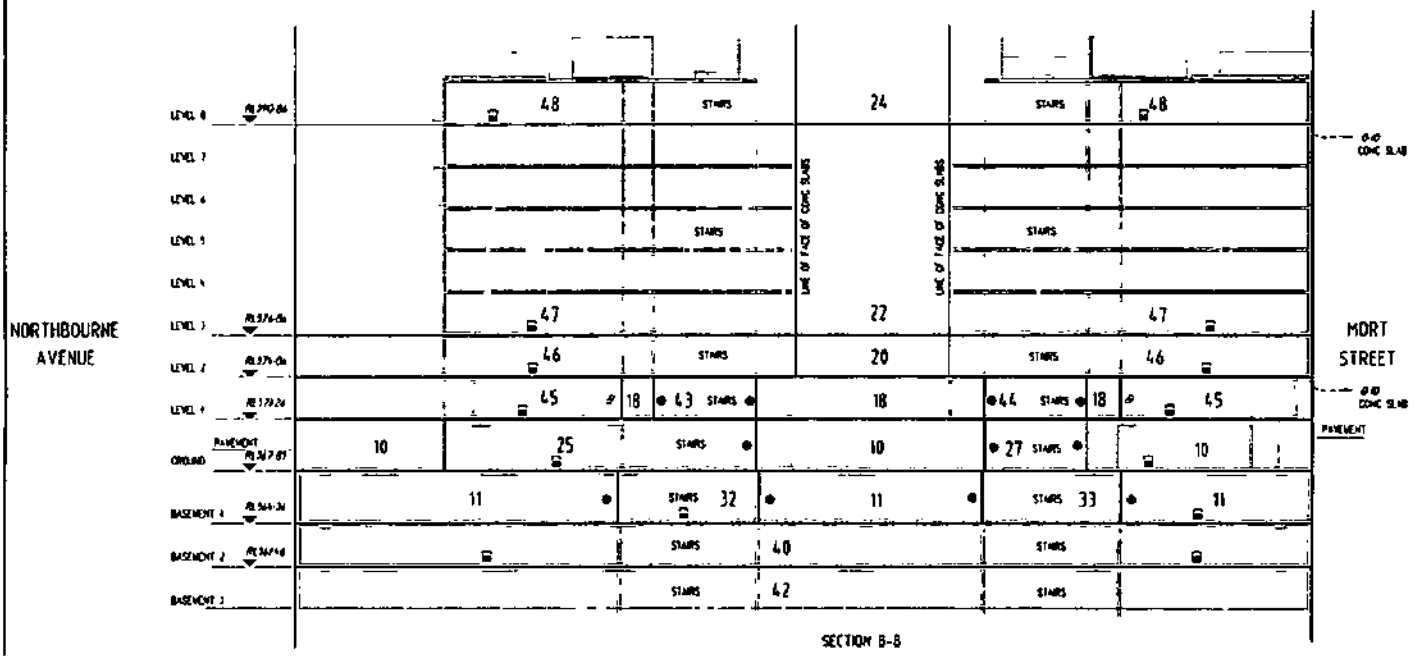
SCALE 1:200

0 5 10 METRES

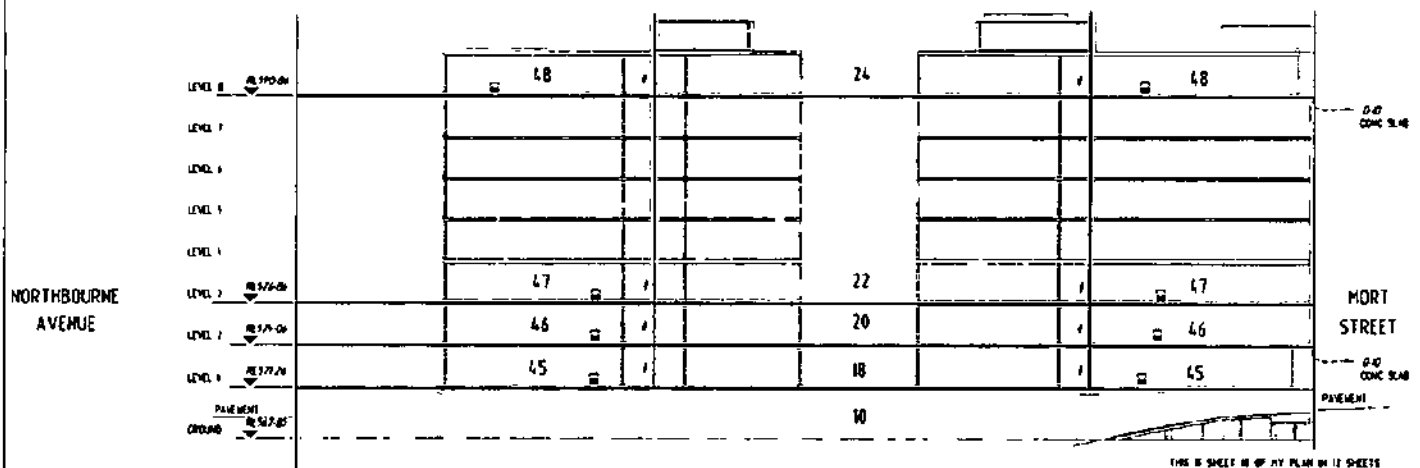
SECTIONS



SECTION A-A
SEE SHEETS 1-9



SECTION B-B
SEE SHEETS 1-9



SECTION C-C
SEE SHEETS 1-9

THIS IS SHEET 10 OF MY PLAN IN 12 SHEETS

DATED 29 JULY 2010

Signature

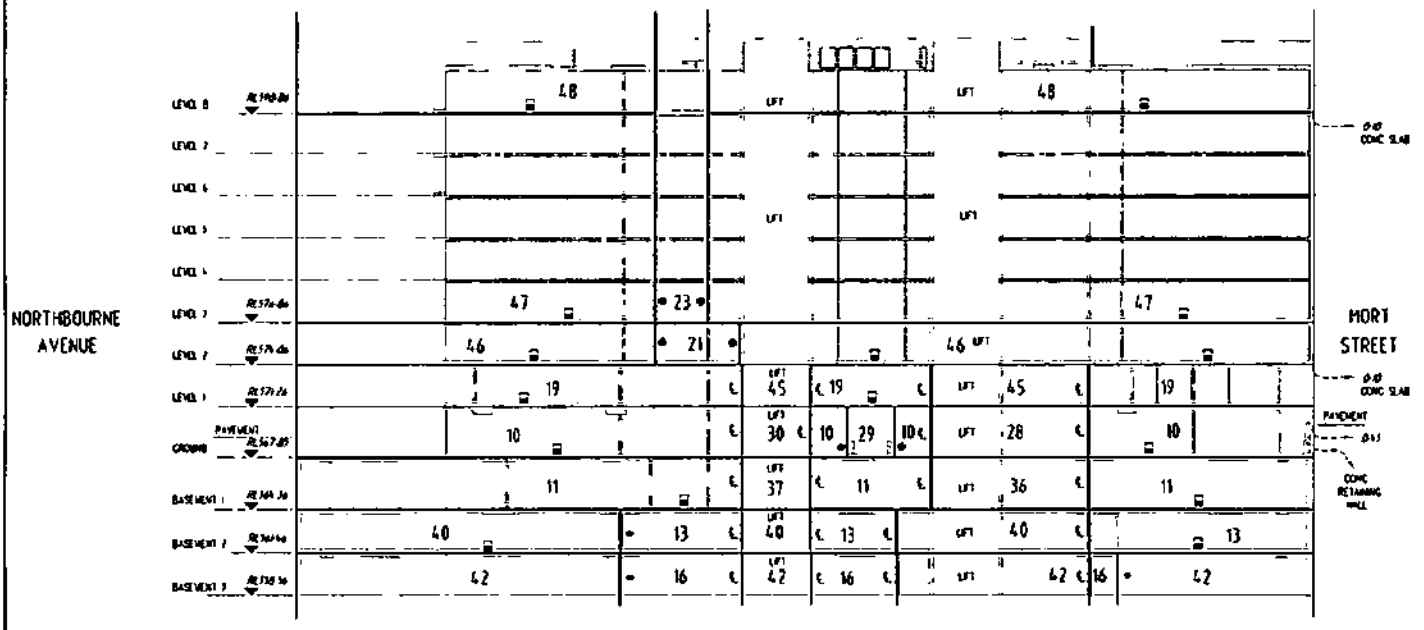
Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

SCALE 1:200

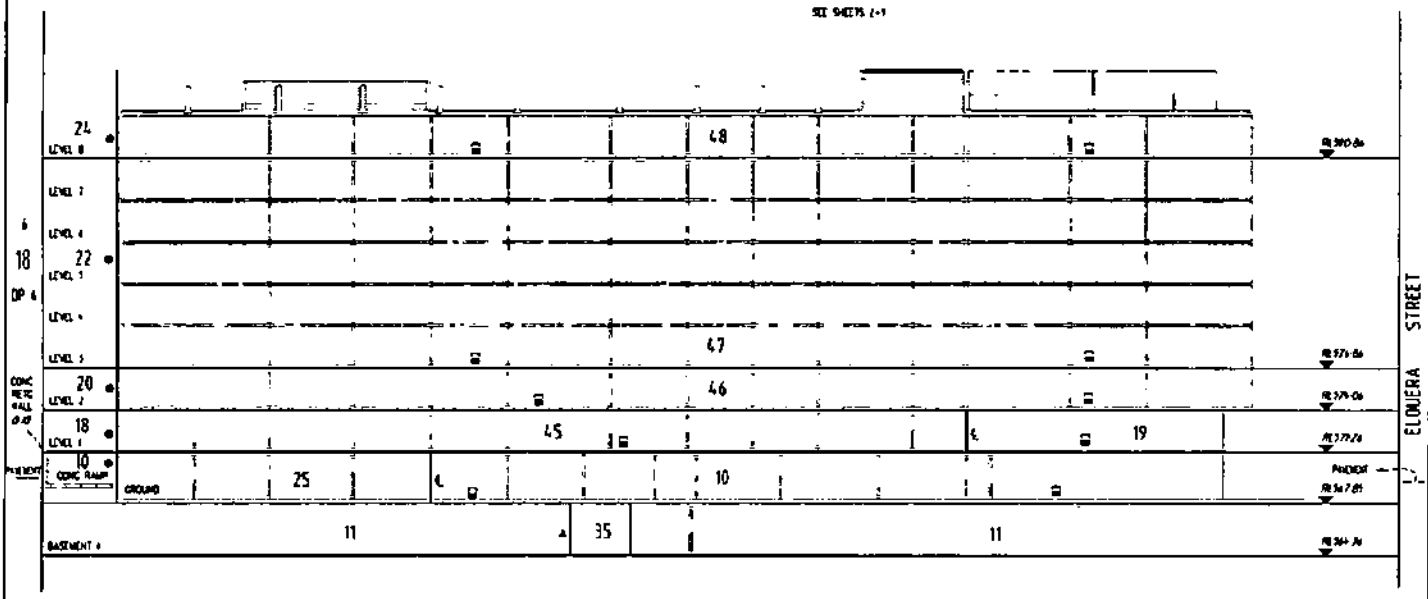
0 5 10 METRES

SECTIONS



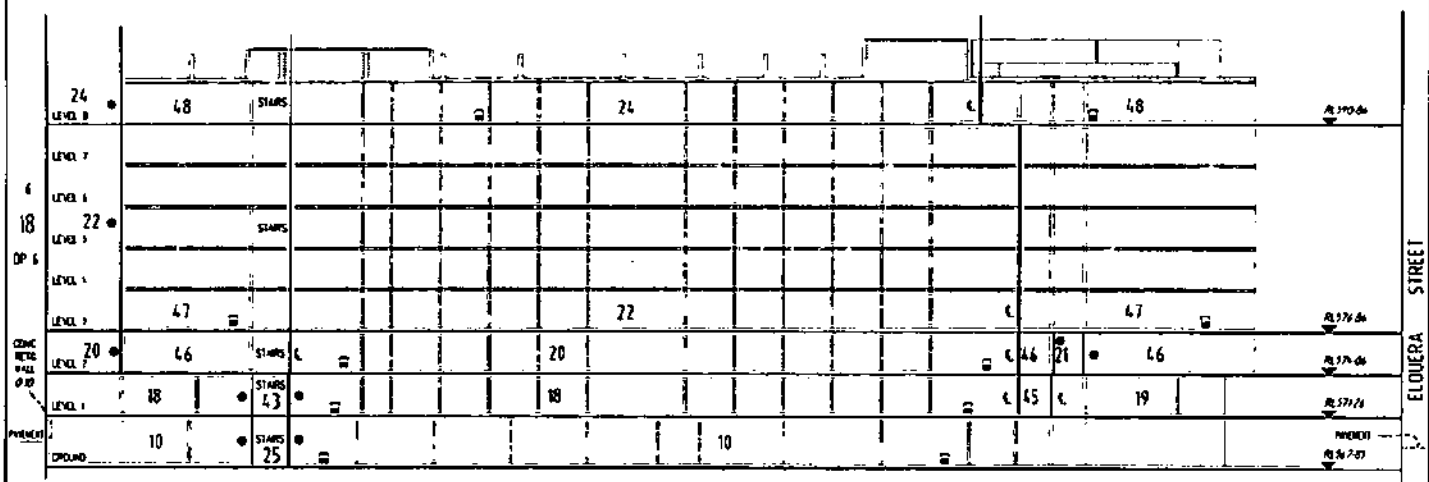
SECTION D-D

SEE SHEETS 2-9



SECTION E-E

SEE SHEETS 1-9



SECTION F-F

SEE SHEETS 5-9

THIS IS SHEET 11 OF MY PLAN OF 12 SHEETS

DATED 19 JULY 2019

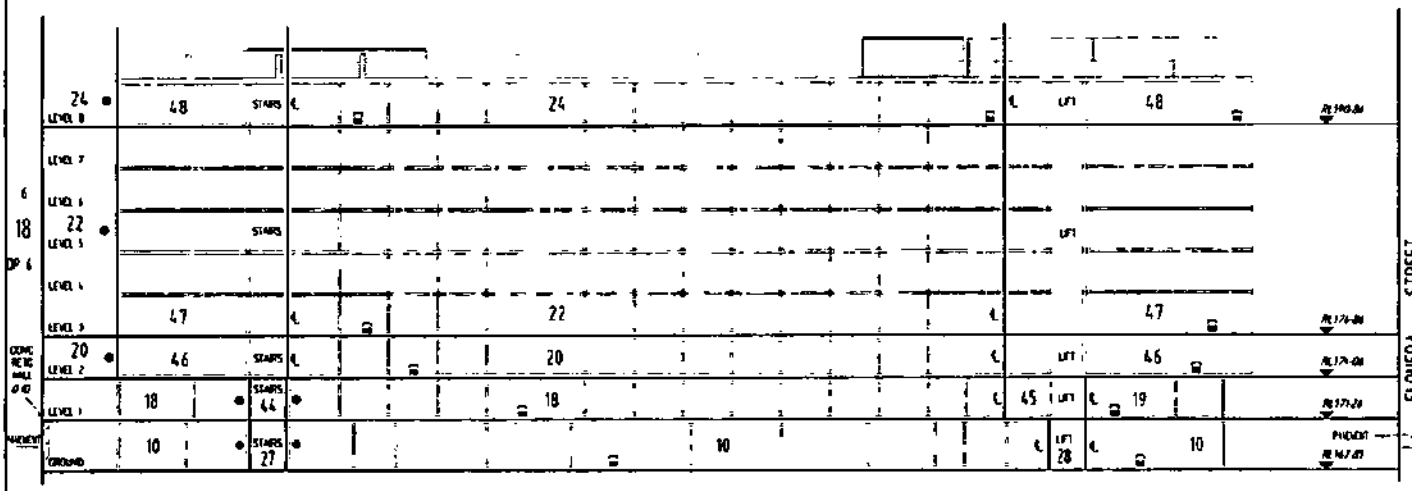
Surveyor registered under the Surveyors Act 2017

DEPOSITED PLAN

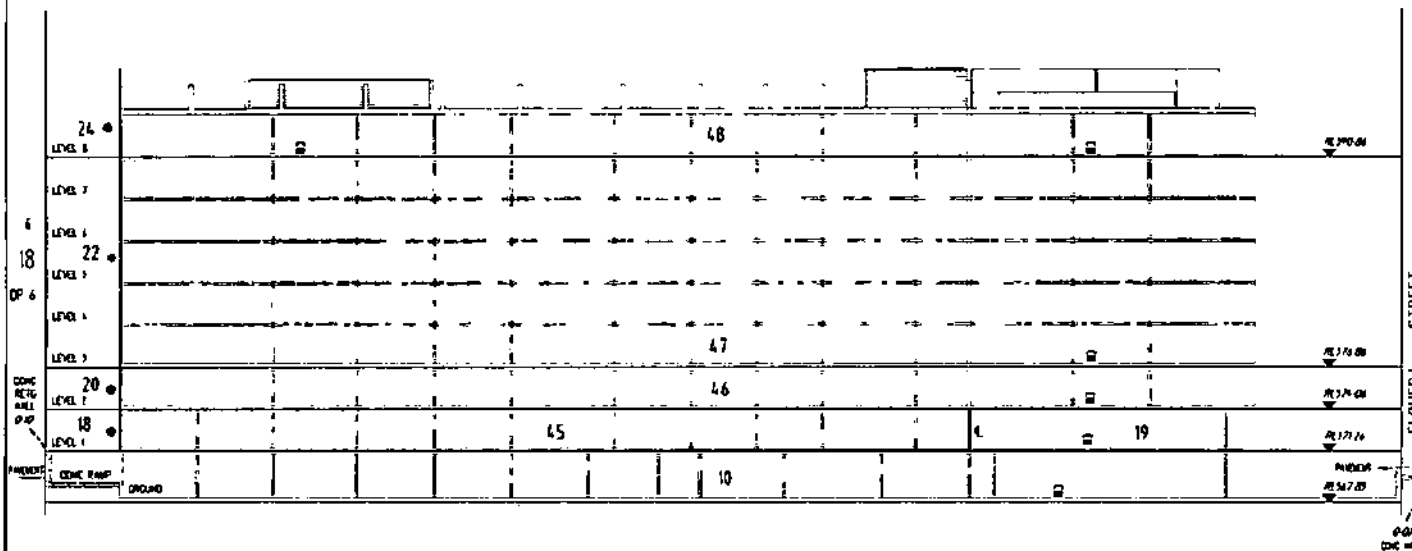
SCALE 1:200

0 5 10 METRES

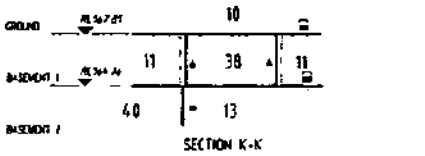
SECTIONS



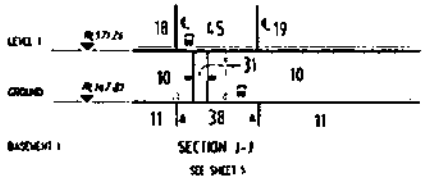
SECTION G-G
SEE SHEETS 5-9



SECTION H-H
SEE SHEETS 5-9

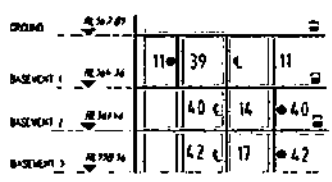


SECTION K-K
SEE SHEET 5



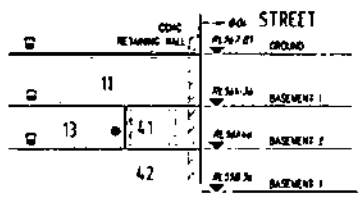
SECTION J-J
SEE SHEET 5

NORTHBOURNE AVENUE



SECTION L-L
NOT TO SCALE
SEE SHEETS 7-9

MORT STREET



SECTION M-M
SEE SHEET 7

THIS IS SHEET 10 OF MY PLAN IN 10 SHEETS

DATED 29 MAY 2019

Surveyor registered under the Surveyors Act 2002

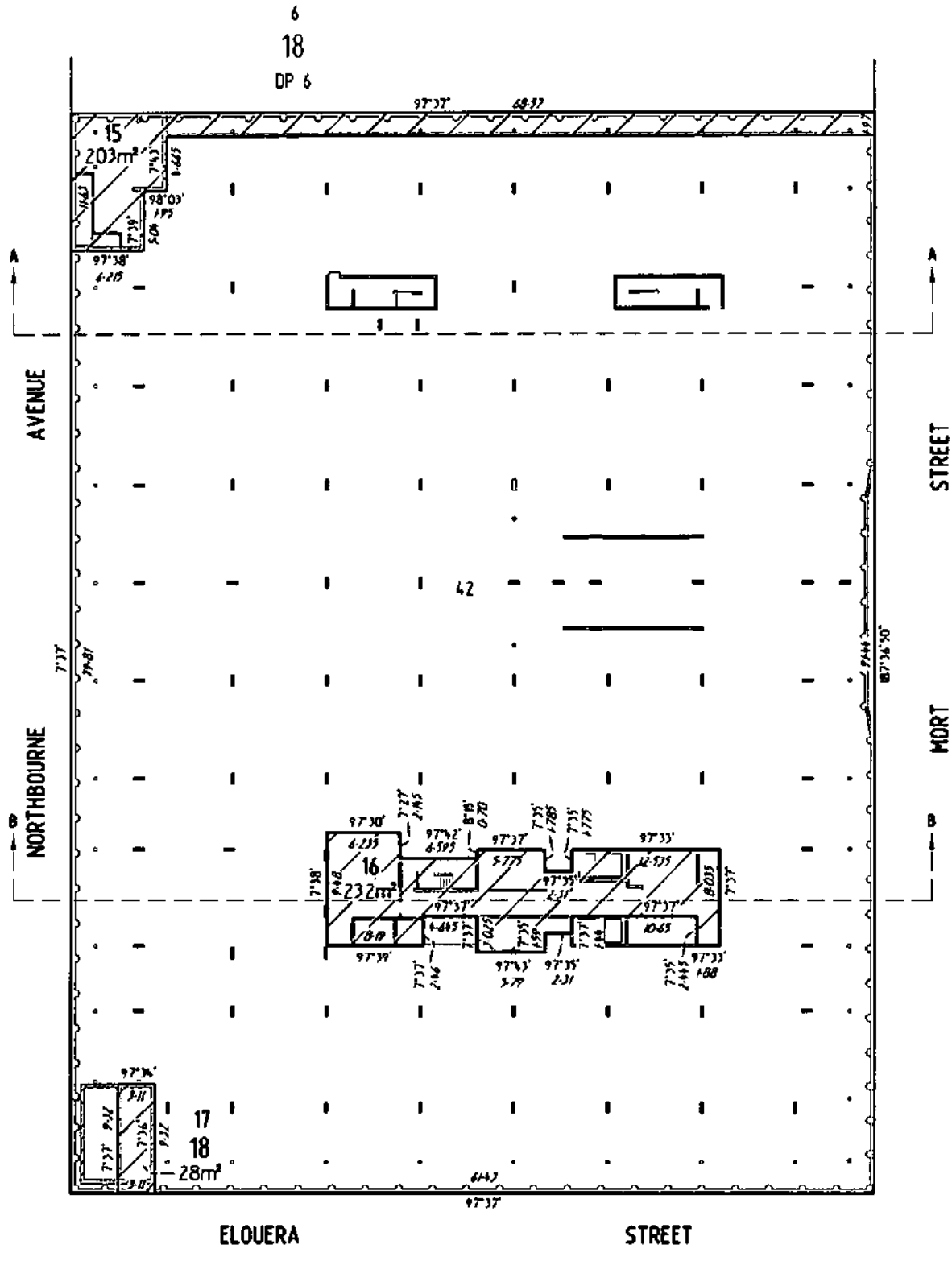
DEPOSITED PLAN

SCALE 1:200

ANNEXURE B

w:\1901483\p029.docx

BASEMENT 3



NOTE: PROPOSED EASEMENT FOR SERVICES OVER BLOCKS 15-17 SECTION 18. LIMITED IN HEIGHT TO RL561.46 AND UNLIMITED IN DEPTH
SEE SHEET 5 FOR SECTION

1:500 0 5 10 20

Surveyed		
Drawn	R. FITZSIMMONS	08/07/2019
Checked		02/08/2019
Approved		

Surveyor, Registered Under the Surveyors Act 2007.

veris
CANBERRA
11-13 Lawry Place,
Macquarie, ACT, 2614
Phone 02 6202 7500

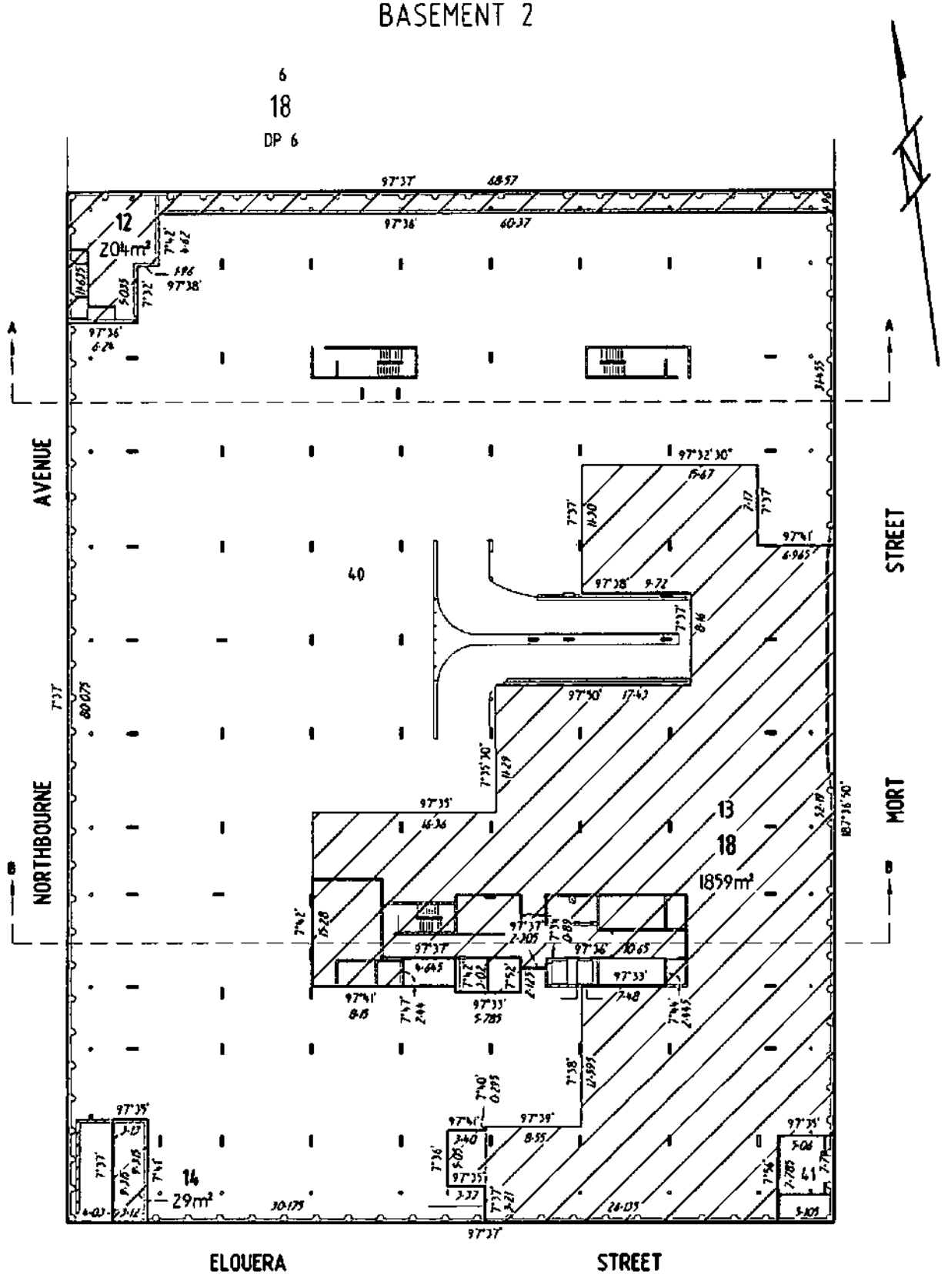
PROPOSED EASEMENT FOR SERVICES
COMMERCIAL LEASE
BASEMENT 3
BLOCKS 15 - 17 SECTION 18
DIVISION OF BRADDON

Proj No. 96065 Rev

Sheet No. 1 of 6 96065_02_EASEMENTS.dwg

© Veris Australia Pty Limited ABN 50 615 755 723 A4

BASEMENT 2



NOTE: PROPOSED EASEMENT FOR SERVICES OVER BLOCKS 12-14 SECTION 18. LIMITED IN HEIGHT TO RL564.36 AND LIMITED IN DEPTH TO RL561.46
SEE SHEET 5 FOR SECTION

1:500 0 5 10 20

Surveyed		
Drawn	R. FITZSIMMONS	05/07/2019
Checked		02/08/2019
Approved		

Surveyor, Registered under the Surveyors Act 2007.

veris
CANBERRA
11-13 Lawry Place,
Macquarie, ACT, 2614
Phone 02 6202 7600

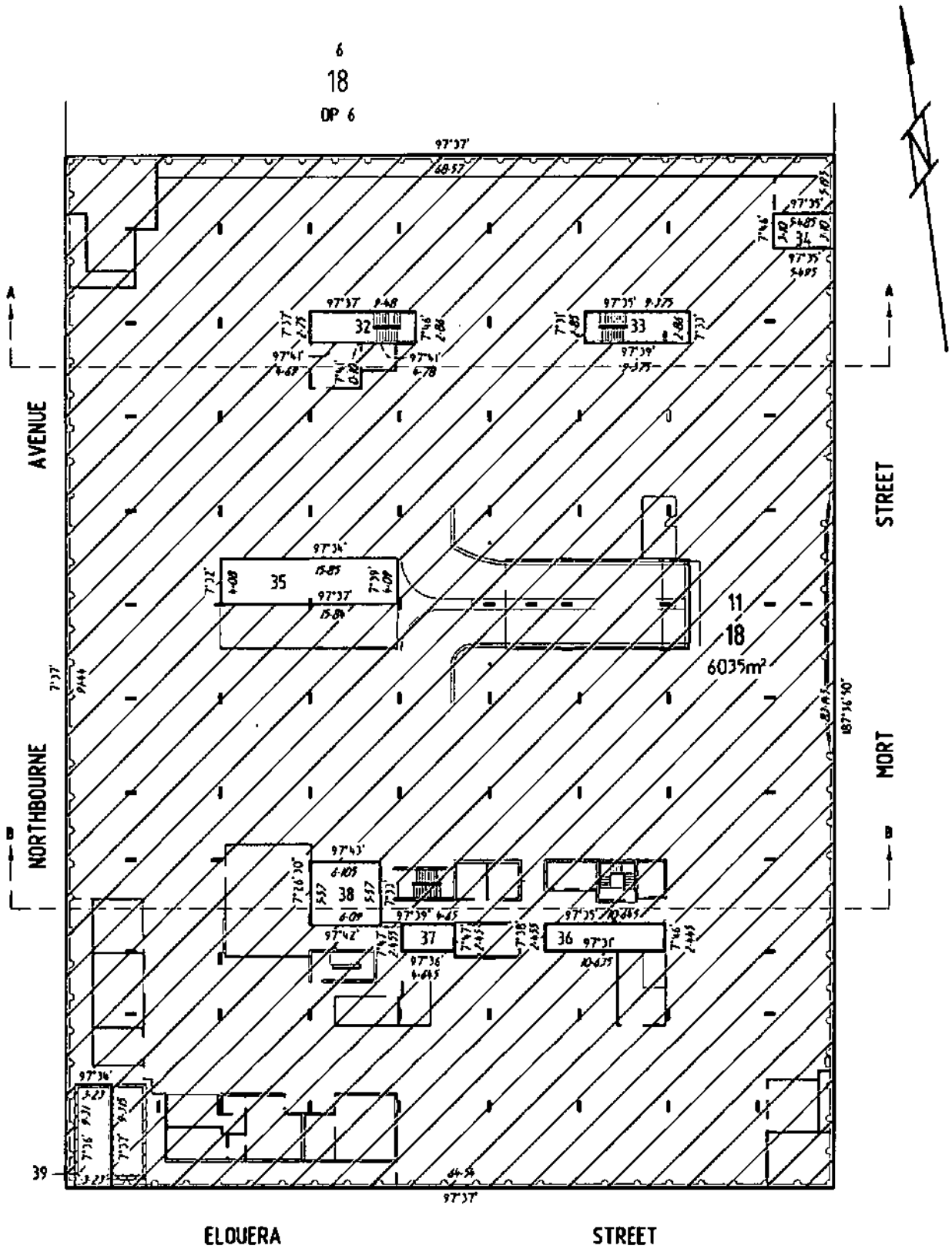
PROPOSED EASEMENT FOR SERVICES
COMMERCIAL LEASE
BASEMENT 2
BLOCKS 12 -14 SECTION 18
DIVISION OF BRADDON

Proj No. 96065 Rev

Sheet No. 2 of 5 96065_02_EASEMENTS.dwg

© Veris Australia Pty Limited ABN 93 615 735 727 A4

BASEMENT 1



NOTE: PROPOSED EASEMENT FOR SERVICES OVER BLOCK 11 SECTION 18. LIMITED IN HEIGHT TO RL567.85 AND LIMITED IN DEPTH TO RL564.36
SEE SHEET 5 FOR SECTION

1:500 0 5 10 20

Surveyed		
Drawn	R. FITZSIMMONS	08/07/2019
Checked		02/08/2019
Approved		

Surveyor, Registered under the Surveyors Act 2007.

veris

CANBERRA
11-13 Lawry Place,
Macquarie, ACT, 2614
Phone 02 6202 7600

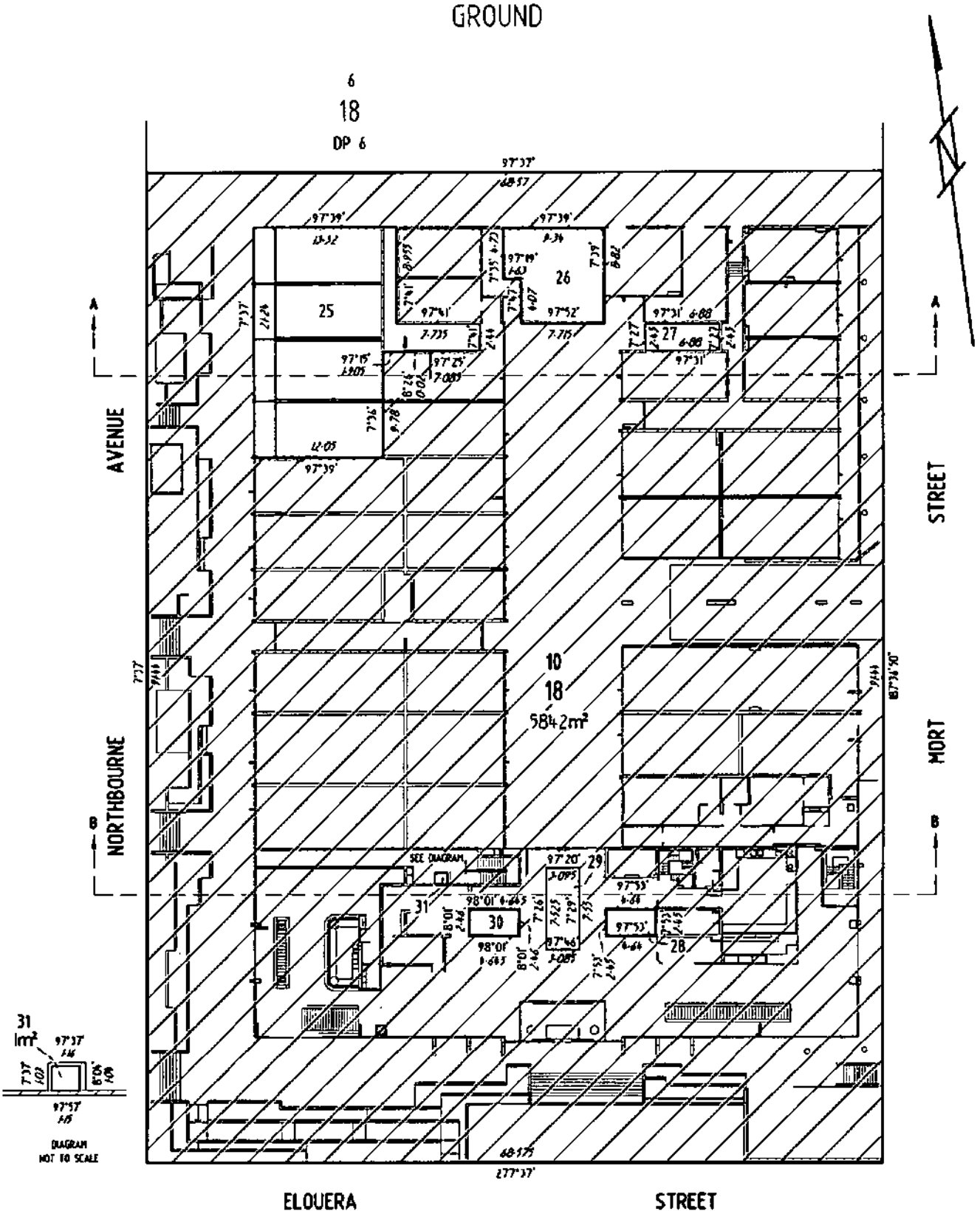
PROPOSED EASEMENT FOR SERVICES
COMMERCIAL LEASE
BASEMENT 1
BLOCK 11 SECTION 18
DIVISION OF BRADDON

Proj No. 96065 Rev

Sheet No. 3 of 5 96065_02_EASEMENTS.dwg

© Veris Australia Pty Limited ABN 93 615 735 727 A4

GROUND



NOTE: PROPOSED EASEMENT FOR SERVICES OVER BLOCKS 10 SECTION 18. LIMITED IN HEIGHT TO RL571.26 AND LIMITED IN DEPTH TO RL570.15
SEE SHEET 5 FOR SECTION

1:500 0 5 10 20

Surveyed		
Drawn	R. FITZSIMMONS	08/07/2019
Checked		02/08/2019
Approved		

Surveyor, Registered under the Surveyors Act 2007.

veris

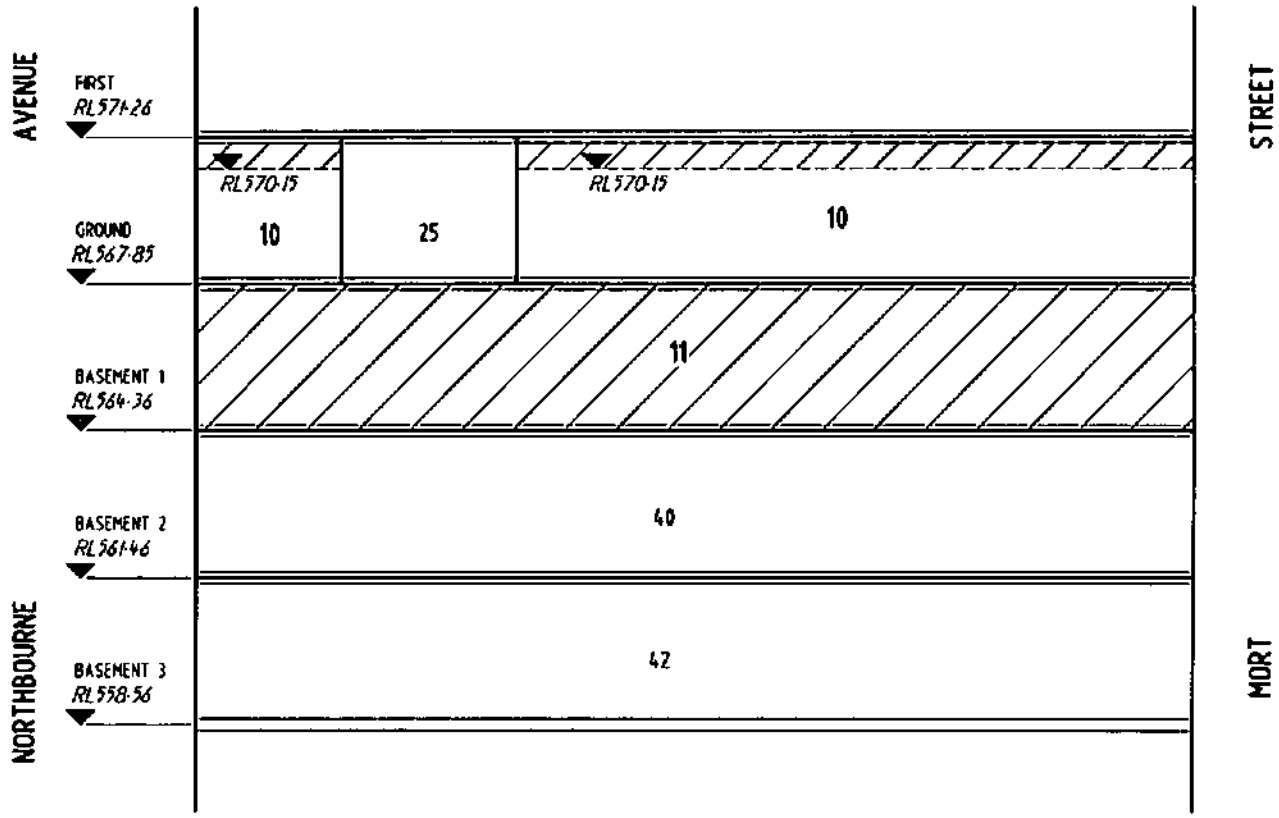
CANBERRA
11-13 Lawry Place,
Macquarie, ACT, 2614
Phone 02 6202 7600

PROPOSED EASEMENT FOR SERVICES
COMMERCIAL LEASE
GROUND
BLOCKS 10 SECTION 18
DIVISION OF BRADDON

Proj No. 96065 Rev

Sheet No. 4 of 5 96065_02_EASEMENTS.dwg

© Veris Australia Pty Limited ABN 33 613 736 172 A4



SECTION A - A

PROPOSED EASEMENTS FOR SERVICES

Surveyed
Drawn R. FITZSIMMONS 08/07/2019
Checked 02/08/2019
Approved

Surveyor, Registered under the Surveyors Act 2007.

veris

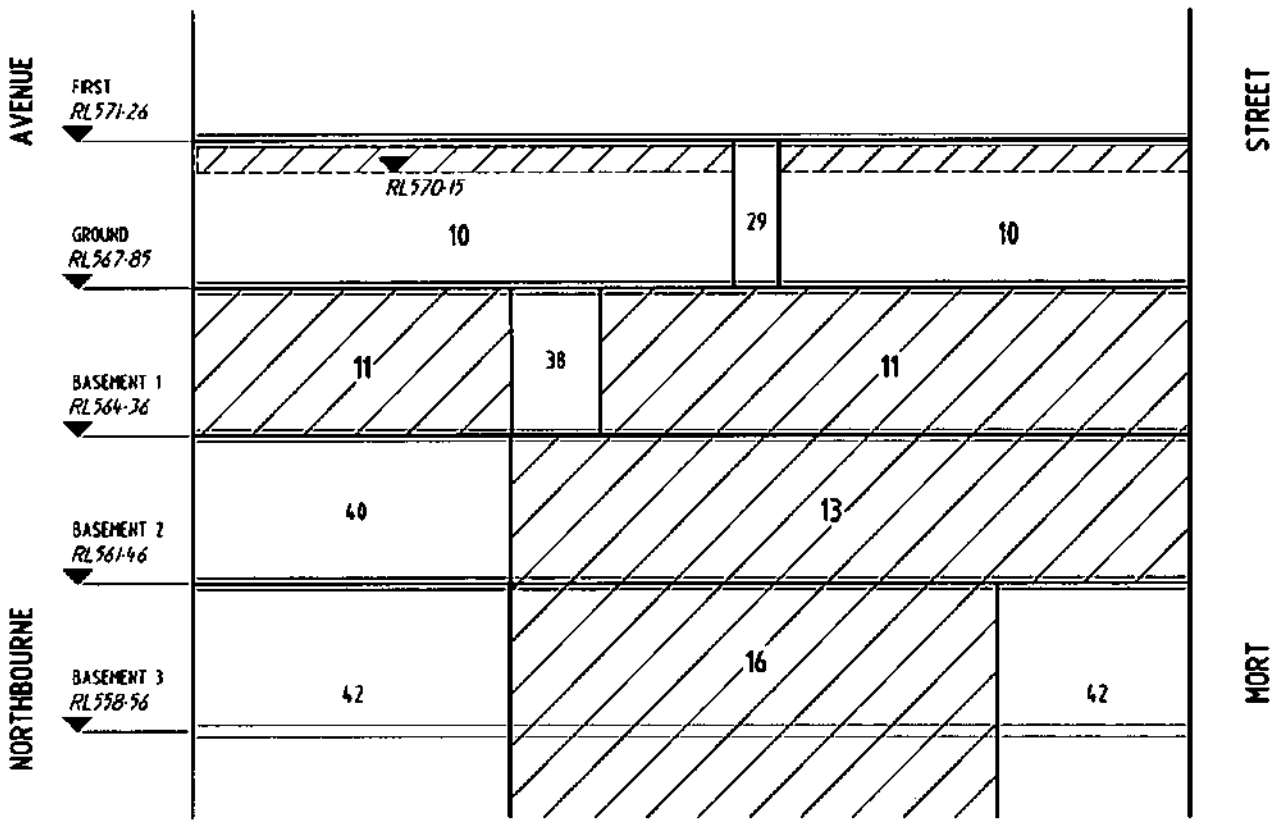
CANBERRA
11-13 Lawry Place,
Macquarie, ACT, 2614
Phone 02 6202 7600

PROPOSED EASEMENT FOR SERVICES
COMMERCIAL LEASE
SECTION A-A
BLOCKS 10 - 17 SECTION 18
DIVISION OF BRADDON

Proj No. 96065 Rev

Sheet No. 5 of 6 96065_02_EASEMENTS.dwg

© Veris Australia Pty Limited ABN 33 919 739 727 A4



SECTION B - B

PROPOSED EASEMENTS FOR SERVICES

Surveyed		
Drawn	R. FITZSIMMONS	06/07/2019
Checked		02/08/2019
Approved		

Surveyor, Registered under the Surveyors Act 2007.

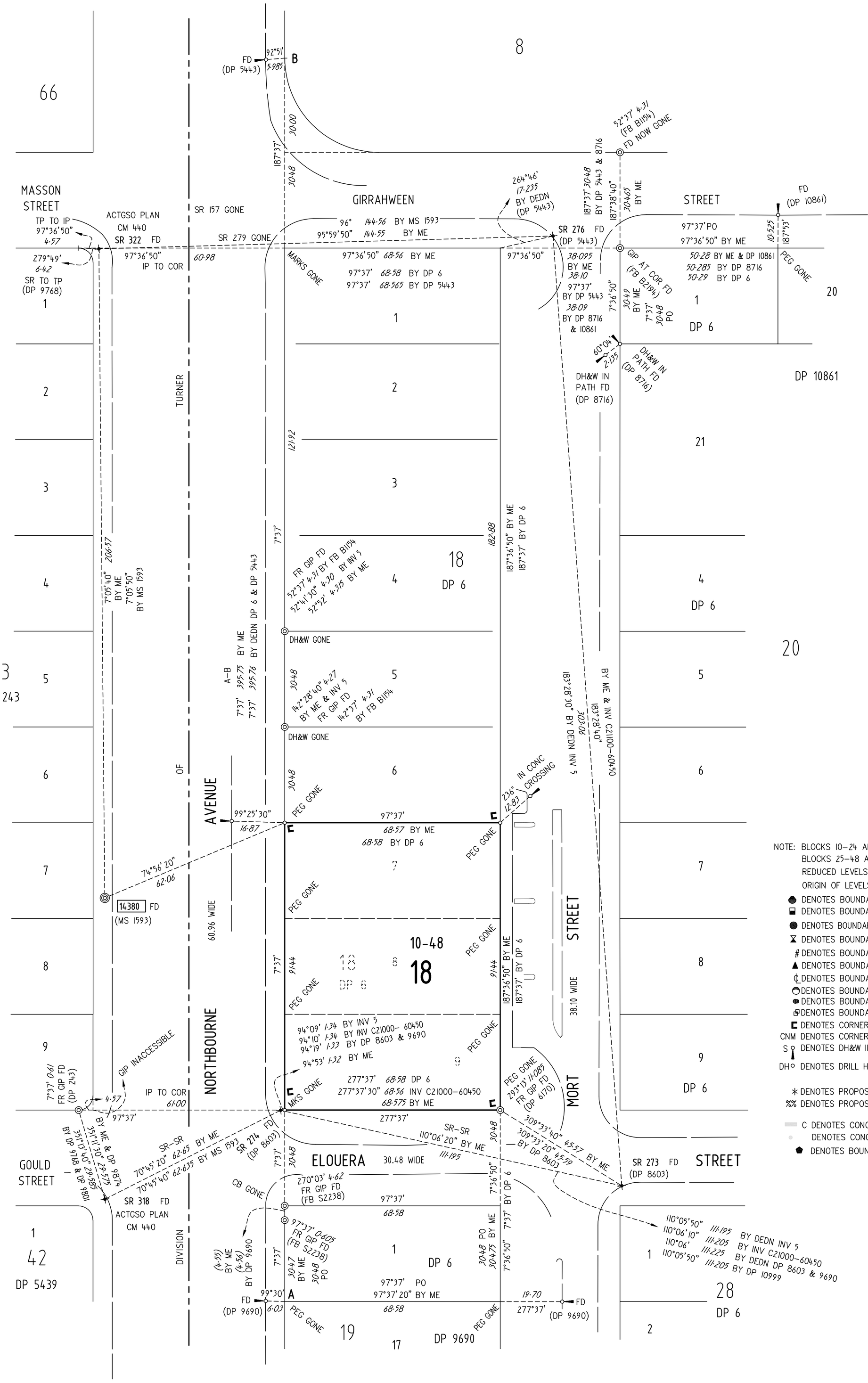
veris
CANBERRA
11-13 Lawry Place,
Macquarie, ACT, 2614
Phone 02 6202 7600

PROPOSED EASEMENT FOR SERVICES
COMMERCIAL LEASE
SECTION B-B
BLOCKS 10 - 17 SECTION 18
DIVISION OF BRADDON

Proj No. 96065 Rev

Sheet No. 6 of 6 96065_02_EASEMENTS.dwg

© Veris Australia Pty Limited ABN 53 615 735 727 A4



NOTE: BLOCKS 10–24 ARE IN THE COMMERCIAL LEASE
BLOCKS 25–48 ARE IN THE RESIDENTIAL LEASE
REDUCED LEVELS ARE ON AUSTRALIAN HEIGHT DATUM
ORIGIN OF LEVELS SRM 273 RL 570·100 AND SRM 274 RL 568·808

- DENOTES BOUNDARY IS FACE OF PLASTIC CLAD CONCRETE WALL (PCCW)
- DENOTES BOUNDARY IS THROUGH CONCRETE SLAB
- DENOTES BOUNDARY IS FACE OF AND OR LINE OF FACE OF CONCRETE WALL
- DENOTES BOUNDARY IS CENTRELINE OF METAL WALL
- # DENOTES BOUNDARY IS CENTRELINE OF 0·20 WIDE COLUMN
- ▲ DENOTES BOUNDARY IS FACE OF METAL WALL
- ℄ DENOTES BOUNDARY IS CENTRELINE OF 0·20 WIDE CONC WALL
- DENOTES BOUNDARY IS CENTRELINE OF 0·22 METAL & PLASTER WALL
- DENOTES BOUNDARY IS CENTRELINE OF 0·16 METAL & PLASTER WALL
- DENOTES BOUNDARY IS CENTRELINE OF 0·28 METAL & PLASTER WALL
- DENOTES CORNER NOT MARKED (CONSTRUCTION ACTIVITY)
- CNM DENOTES CORNER NOT MARKED (INACCESSIBLE)
- S DENOTES DH&W IN CONC SLAB
- DH DENOTES DRILL HOLE IN CONC SLAB
- ✳ DENOTES PROPOSED EASEMENT FOR ACCESS
- %% DENOTES PROPOSED EASEMENT FOR PEDESTRIAN ACCESS
- C DENOTES CONCRETE COLUMN
- DENOTES CONCRETE COLUMN
- DENOTES BOUNDARY IS OUTER FACE OF METAL LETTERBOXES

REFERENCE MARKS

- ◎ Denotes GIP in road
- ◎ Denotes PLAQUE IN KERB
- ✦ Denotes DEEP DRIVEN ROD
- Denotes DH&W IN KERB (Except as otherwise shown)

NOTE

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

Azimuth: A–B (Strom)

Field Books:
Surveyor's Ref : 296065.02

I, WILLIAM ROBERT CAMPBELL
of VERIS AUSTRALIA Pty Limited CANBERRA
a surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on 2 AUGUST 2019

(Signature) .....
Surveyor registered under the Surveyors Act 2007. 12 AUGUST 2019

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

21 August 2019

Surveyor–General of the ACT

PLAN OF
BLOCKS 10-48 SECTION 18
BEING A RESUBDIVISION OF BLOCKS 7-9

DIVISION: BRADDON
DISTRICT: CANBERRA CENTRAL
AUSTRALIAN CAPITAL TERRITORY

SCALE 1:750
10 20 40 60 METRES

Deposited in the office of the Registrar of Titles at Canberra
In the Australian Capital Territory at
1:07 pm, 13/09/2019

Approved
David Snowden
Registrar-General

Registrar of Titles

DEPOSITED PLAN

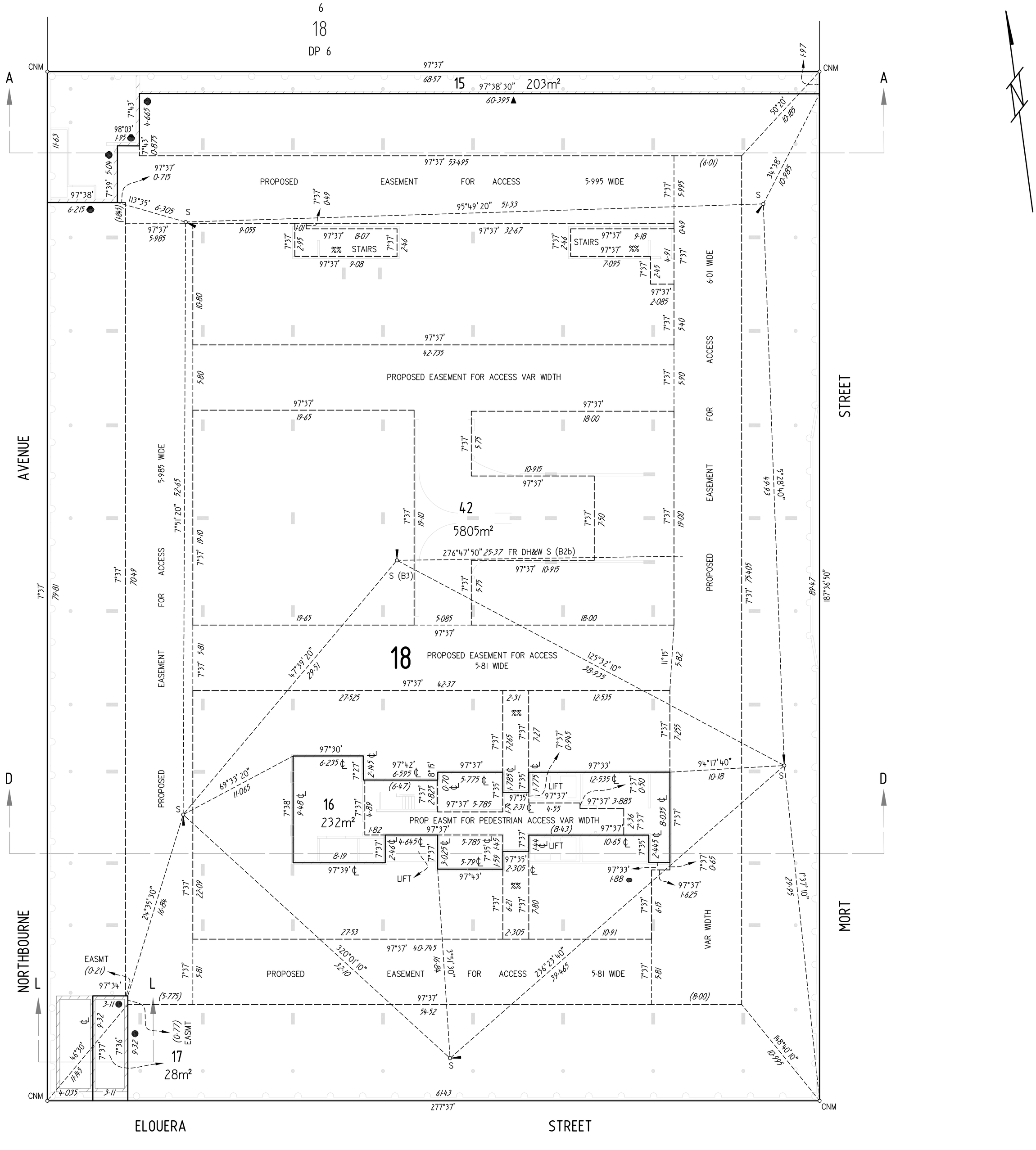
11682/1
AMENDS DP 6

*JH

X21720/1

BASEMENT 3

6
18
DP 6



THE REAR OF THE SHOTCRETE AND PILES IS INACCESSIBLE
AND THEREFORE NO RELATIONSHIP TO THE BOUNDARY IS NOTED

BLOCKS 15 TO 17 ARE STRATUM BLOCKS LIMITED IN HEIGHT TO RL 561·46 AND UNLIMITED IN DEPTH
BLOCK 42 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 561·46 AND UNLIMITED IN DEPTH

SCALE 1:200
0 5 10 METRES

THIS IS SHEET 2 OF MY PLAN IN 12 SHEETS

DATED 12 AUGUST 2019

(Signature)
Surveyor registered under the Surveyors Act 2007

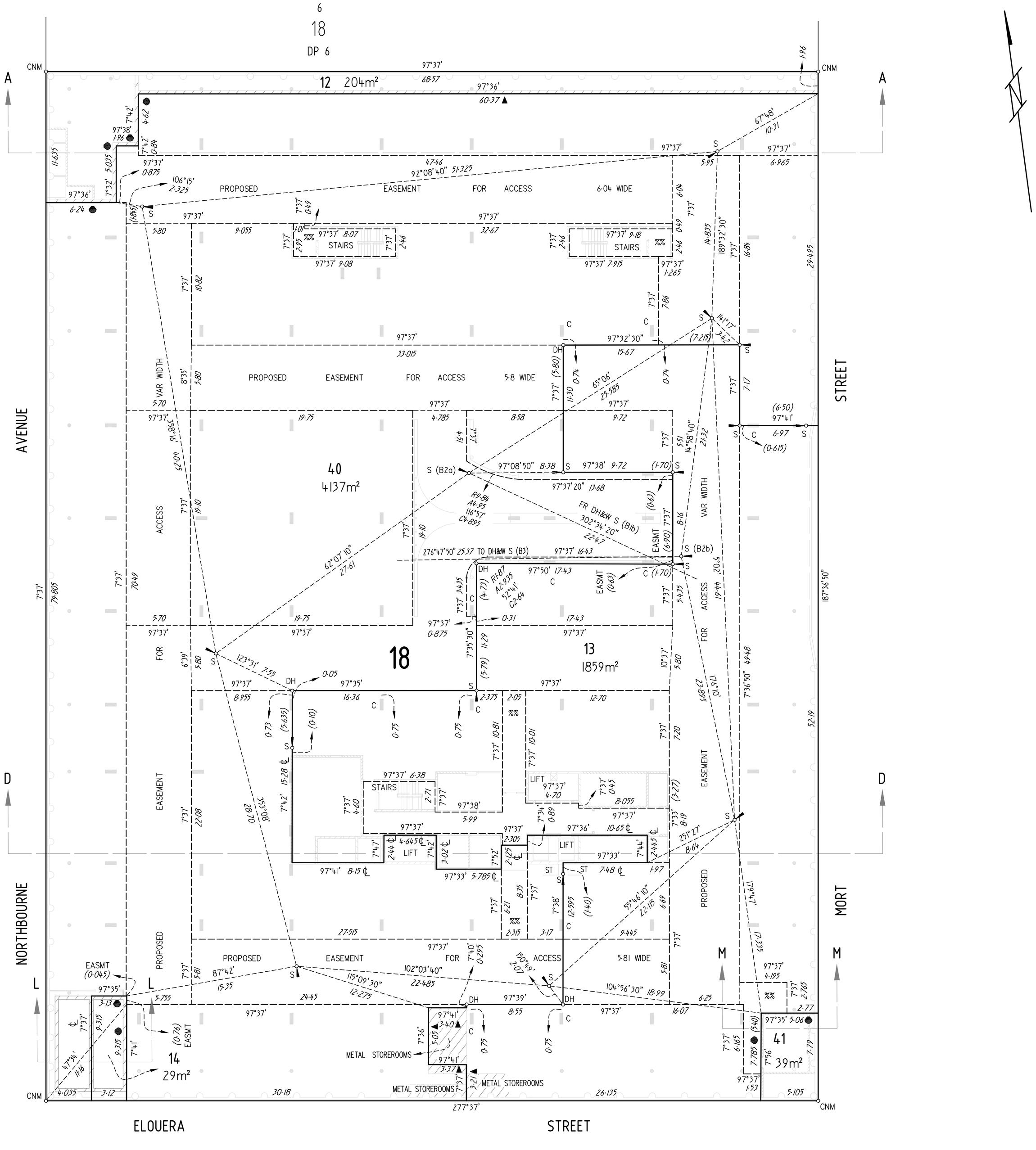
DEPOSITED PLAN

11682/2

*JH

X21720/2

BASEMENT 2



THE REAR OF THE SHOTCRETE AND PILES IS INACCESSIBLE
AND THEREFORE NO RELATIONSHIP TO THE BOUNDARY IS NOTED

BLOCKS 12 TO 14 ARE STRATUM BLOCKS LIMITED IN HEIGHT TO RL 564·36 AND LIMITED IN DEPTH TO RL 561·46
BLOCKS 40 & 41 ARE STRATUM BLOCKS LIMITED IN HEIGHT TO RL 564·36 AND LIMITED IN DEPTH TO RL 561·46

SCALE 1:200
0 5 10 METRES

THIS IS SHEET 3 OF MY PLAN IN 12 SHEETS

DATED 12 AUGUST 2019

(Signature)
Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

11682/3

*JH

X21720/3

BASEMENT 1

6
18
DP 6

CENTRELINE OF 0·15 WIDE PCCW

CNM 97°37' 68·57 CNM

144°32'30" 10·255 129°13'20" 23·025

97°37' 54·57

(7·00) 5·195 7°37' 7·49 7°37' 0·81 7°46' 3·10 97°35' 5·485 97°35' 5·495 3·10 (1·01) 97°37' 6·915 97°37' 1·505

34
17m²

(5·985) PROPOSED EASEMENT FOR ACCESS VAR WIDTH

136°26' 2·72 7°37' 0·295 7°37' 0·295 7°37' 0·305 98°13'30" 40·87 39°21' 4·94 101° 24·2

97°37' 6·65 8·08 97°37' 15·01 97°35' 262°57' 5·05

7°37' 2·75 STAIRS 9·48 2·86 7°46' 97°41' 97°41' 97°37' 15·02 7°31' 2·85 9·375 2·86 7°33' STAIRS 9·375 97°39' (2·03)

4·69 4·78 LIFT SEE DIAGRAM 7°41' 0·10

32
26m²

33
26m²

7°37' 10·80 7°37' 7·64

97°37' 39·915

PROPOSED EASEMENT 11 FOR ACCESS VAR WIDTH
6035m²

14°50' 5·645 21°37'30" 31·72 97°37' 17·035 108°33' 4·48 97°37' 3·715 7°37' 0·75 97°37' 17·585 12°05'10" 32·745 188°10' 6·275

7°37' 5·525 7°37' 3·68 296°00'30" C5·13 A5·19 R9·83 115°28' 10·705 6·05 7°37' 19·10

97°34' 97°37' 0·85 97°37' 0·86 35 64m² 15·85 0·49 0·50 7°32' 4·08 7°39' 4·09 97°37' 15·84 37°50' 3·66 0·15 89°30'10" 28·16 S (B1a) 46·505 271°53'50" FR DH&W (G) 97°37' 16·43 TO DH&W S (B2a) 302°34'20" 22·47

R1·86 52°41" C2·64 A2·935 97°37' 19·43 7°37' 3·435 7°37' 0·75 3·715 97°37' 17·585 S (B1b) 6·90 6·05

97°37' 17·035 7°37' 9·495 7°37' 74·11 9144

PROPOSED EASEMENT 18 FOR ACCESS VAR WIDTH

97°37' 97°34' 11·685 2·40 13·60 2·40 12·65 2·40 7°37' 5·40 97°37' 2·70 97°43' 1·98 13·60 97°37' 97°34' 12·65 137°56' 2·69 7°37' 0·40 7°37' 0·35 97°37' 2·765 12°01'20" 21·615 5·80 7°37' 5·81 7°37' 32·87 9°21'40" 7°37' 22·10

38
33m²
6·105 5·57 5·57 6·09 7°26'30" 97°42' 94°20' 2·01 97°39' 7°37' 0·16 97°37' 5·90 37
11m²
4·90 LIFT 4·645 4·65 2·455 2·45 3·20 7°53' COR–COR 97°39'40" 8·095 7°37' 3·20 7°38' 97°35' 10·645 LIFT 2·445 97°31' 10·635 7°37' 1·00 7°37' 0·395 4·65 97°37' 3·70 2·55 11°37' 2·25 256°09' 3·085 7°46' 3·405 1·50 4·50 2·765 97°37' 97°37' 97°37' 97°37' 97°36' 0·13 97°37' c 5·915 STAIRS 97°37' 6·185 7°37' 2·76 97°37' 10·65 7°37' 2·57 97°37' 6·00 7°37' 4·04 7°37' 2·84 2·38 16·65 16·11 4°05'30" 2·15 10·635 6·795 36
26m²
7°37' 5·41 6·815 13·21 4°05'30"

62°23'20" 13·455 234°38'30" 9·43 8·65 111°08'30" 25·115 PROPOSED EASEMENT FOR ACCESS 5·8 WIDE DH–COR 93°07'40" 22·715 97°37' 53·925 (8·27) 5·80 7°37' 1·29 (5·185) 97°37' 0·73 97°34' 3·23 9·31 7°37' 9·315 7°36' 49°44' 11·53 3·23 64·54 277°37' 0·805 145°21'40" 15·73 CNM CNM

39
30m²

NORTHBOURNE AVENUE

ELOUERA STREET

MORT STREET

32

97°41' 97°41' 4·69 4·78 7°41' 0·10 11

DIAGRAM

NOT TO SCALE

THE REAR OF THE SHOTCRETE AND PILES IS INACCESSIBLE
AND THEREFORE NO RELATIONSHIP TO THE BOUNDARY IS NOTED

BLOCK 11 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 567·85 AND LIMITED IN DEPTH TO RL 564·36
BLOCKS 32 TO 39 ARE STRATUM BLOCKS LIMITED IN HEIGHT TO RL 567·85 AND LIMITED IN DEPTH TO RL 564·36

SCALE 1:200
0 5 10 METRES

THIS IS SHEET 4 OF MY PLAN IN 12 SHEETS

DATED 12 AUGUST 2019

(Signature) W.K. Campbell

Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

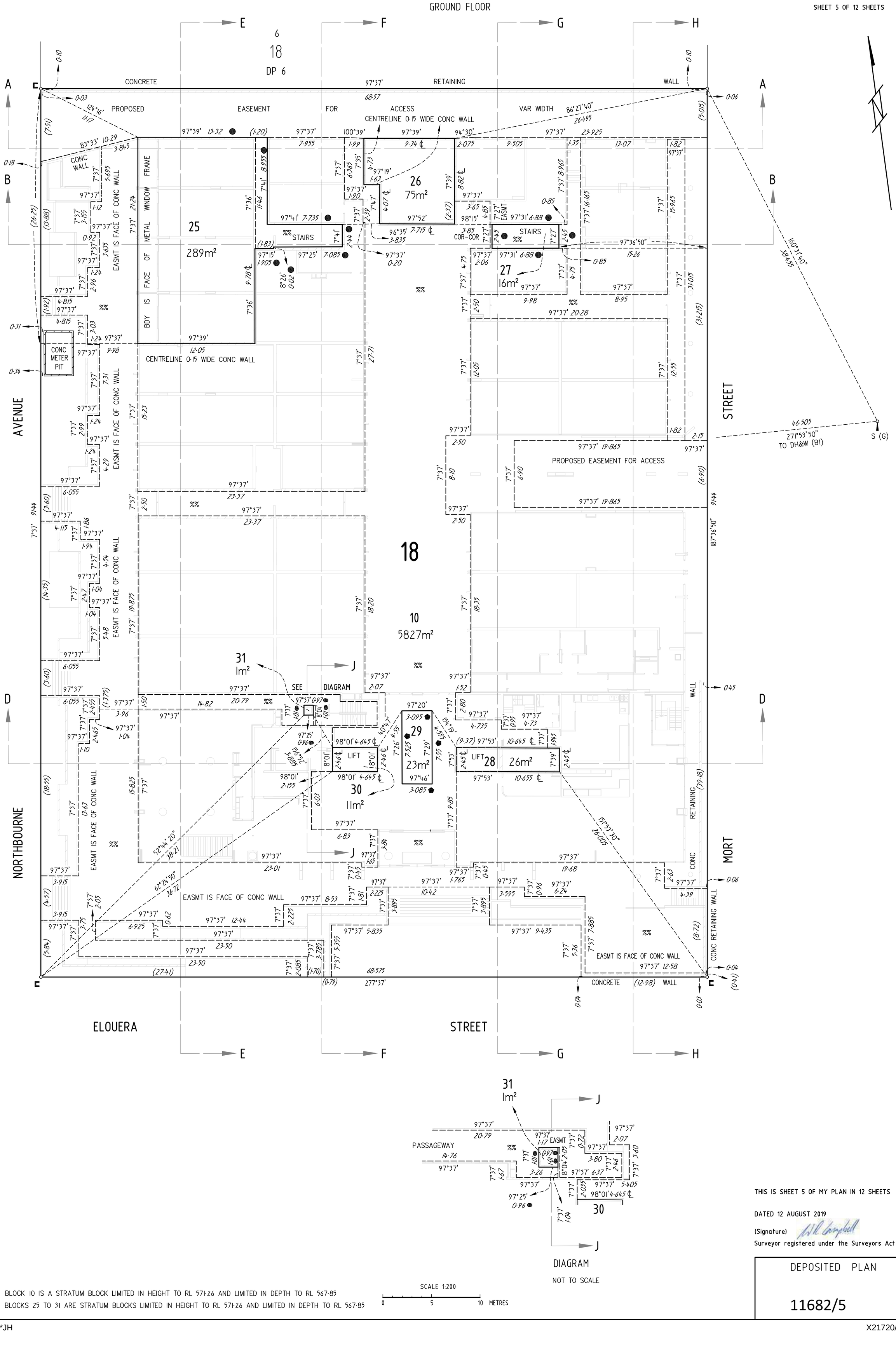
11682/4

*JH

X217204

GROUND FLOOR

SHEET 5 OF 12 SHEETS



DIAGRAM

NOT TO SCALE

SCALE 1:200

0 5 10 METRES

BLOCK 10 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 571·26 AND LIMITED IN DEPTH TO RL 567·85

BLOCKS 25 TO 31 ARE STRATUM BLOCKS LIMITED IN HEIGHT TO RL 571·26 AND LIMITED IN DEPTH TO RL 567·85

THIS IS SHEET 5 OF MY PLAN IN 12 SHEETS

DATED 12 AUGUST 2019

(Signature)

Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

11682/5

*JH

X21720/5

LEVEL 1

SHEET 6 OF 12 SHEETS

6
18
DP 6

E F G H

A B C D

AVENUE STREET NORTHBOURNE MORT ELOUERA STREET

AT GROUND LEVEL

97°37' 68·57

5·015 5·025

97°40' 20·33 97°37' 5·18 7°37' 0·45 97°37' 27·83 %% 97°35' 3·55 97°35' 9·125

7°43' 8·105 (7·80) 7°37' 3·495 7°37' 3·945 2·56 97°37' 97°37' 2·03 7°37' 2·045 97°37' 2·03 7°39' 8·105 (3·85) (1·90) EASMT EASMT

97°26' 119°24' 2·29 97°38' 6·885 97°36' 29·34 EASMT 97°38' 6·87 76°26' 2·335 97°39' 3·985

1·695 7°26' 5·505 7°38' 2·45 %% STAIRS 43 16m² 7°38' 2·45 7°35' 2·45 STAIRS 44 %% 16m² 7°49' 2·45 7°43' 5·84 EASMT 7°35' 5·20

97°36' 15·39

EASMT 7°38' 4·87 (1·91) 97°38' 6·885 7°32' 0·49 97°35' 6·86 97°48' 1·845 EASMT 2·17

97°32' 2·04 98°26' 1·03 98°26' 0·52 98°26' 0·455 7°48' 0·175 7°26' 1·01 97°26' 0·83 97°26' 0·64

C

7°37' 18·105 # 7°32' 18·105 #

18
2170m²

97°27' 0·65 97°41' 0·655

4·43 7°19' 4·44 7°41'

97°19' 0·67 97°41' 0·65

8 STOREY
CONCRETE BUILDING
UNDER CONSTRUCTION

18

7°37' 57·29 57·245 187°36'50"

7°36' 19·60 # 7°36' 22·635 #

97°37' 4·09 STAIRS 97°37' 97°33' 21·94 97°36' 13·095

7°38' 3·35 (2·58) (6·51) 6·51 %% 7°37' (2·58) 7°33' 0·805 LIFT 97°33' 4·68 7°33' 0·51 97°33' 6·03 7°36' 5·55

7°33' 5·55 97°37' 14·645 45 2290m² 97°15' 8·08 97°43' 8·08 97°43' 2·095

2·455 7°55' LIFT 97°37' 7°41' 2·445 4·655 2·49 7°38' LIFT 97°31' 10·635 2·45

19
1775m²

29·135 29·17

68·575 277°37'

E F G H

THIS IS SHEET 6 OF MY PLAN IN 12 SHEETS

DATED 12 AUGUST 2019

(Signature)

Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

11682/6

BLOCKS 18 & 19 ARE STRATUM BLOCKS LIMITED IN HEIGHT TO RL 574·06 AND LIMITED IN DEPTH TO RL 571·26
BLOCKS 43 TO 45 ARE STRATUM BLOCKS LIMITED IN HEIGHT TO RL 574·06 AND LIMITED IN DEPTH TO RL 571·26

SCALE 1:200
0 5 10 METRES

*JH

X21720/6

LEVEL 2

SHEET 7 OF 12 SHEETS

E F G H

6
18
DP 6

A A

B B

97°37' 68·57

3·925

97°37' 10·065

109°42' 5·255

97°37' 21·49

7°31' 10·415

97°37' 21·59

7°38' 10·415

85°32' 5·25

97°37' 1·145

S AT GROUND LEVEL

STAIRS

97°37' 6·88 (6·88)

7°36' 2·56 %%

7°43' 2·57

8°27' 1·12 (2·65)

97°59' 3·00

97°43' LIFT 9·69 ℄

7°36' 2·585

97°49' 0·50

7°49' 1·03

97°49' 0·515

STAIRS

7°37' 2·57

97°37' 6·88 (6·88)

97°35' 3·36

7°02' 1·10 (2·40)

7°33' 2·57

97°39' 9·33 ℄

7°33' 2·615

7°39' 1·00

98°13' 0·635

96°30' 0·65

C AVENUE

20
1798m²

18

STREET C

7°37' 87·515

7°36' # 18·095

7°38' 19·60 #

7°33' 18·11 #

7°34' 22·60 #

87·515 187°36'50"

97°34' 0·67

7°34' 4·455

97°34' 0·67

97°38' 0·66

7°37' 4·43

97°37' 0·66

C

D D

97°29' 4·105 ℄

STAIRS

97°43' 6·51 (6·51)

7°49' 3·35 ℄

(2·57)

7°49' 2·57 %%

97°43' 14·55 ℄

7°34' 0·825 ℄

LIFT 97°41' 4·765 ℄

7°28' 0·46 ℄

97°26' 6·065 ℄

97°37' 15·115

97°37' 5·78

148°24'30" 2·95

7°37' 2·26

21 13m²

7°37' 2·26

LIFT

LIFT

97°37' 5·78

CARPARK EXHAUST

46
4458m²

NORTHBOURNE

56°17'50" 32·19

(26·165)

MORT

0·10 CONC SLAB

68·575 277°37'

ELOUERA STREET

E F G H

BLOCK 20 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 576·86 AND LIMITED IN DEPTH TO RL 574·06
BLOCK 21 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 576·86 AND LIMITED IN DEPTH TO RL 574·06
BLOCK 46 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 576·86 AND LIMITED IN DEPTH TO RL 574·06

SCALE 1:200
0 5 10 METRES

THIS IS SHEET 7 OF MY PLAN IN 12 SHEETS

DATED 12 AUGUST 2019

(Signature) W.K. Campbell

Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

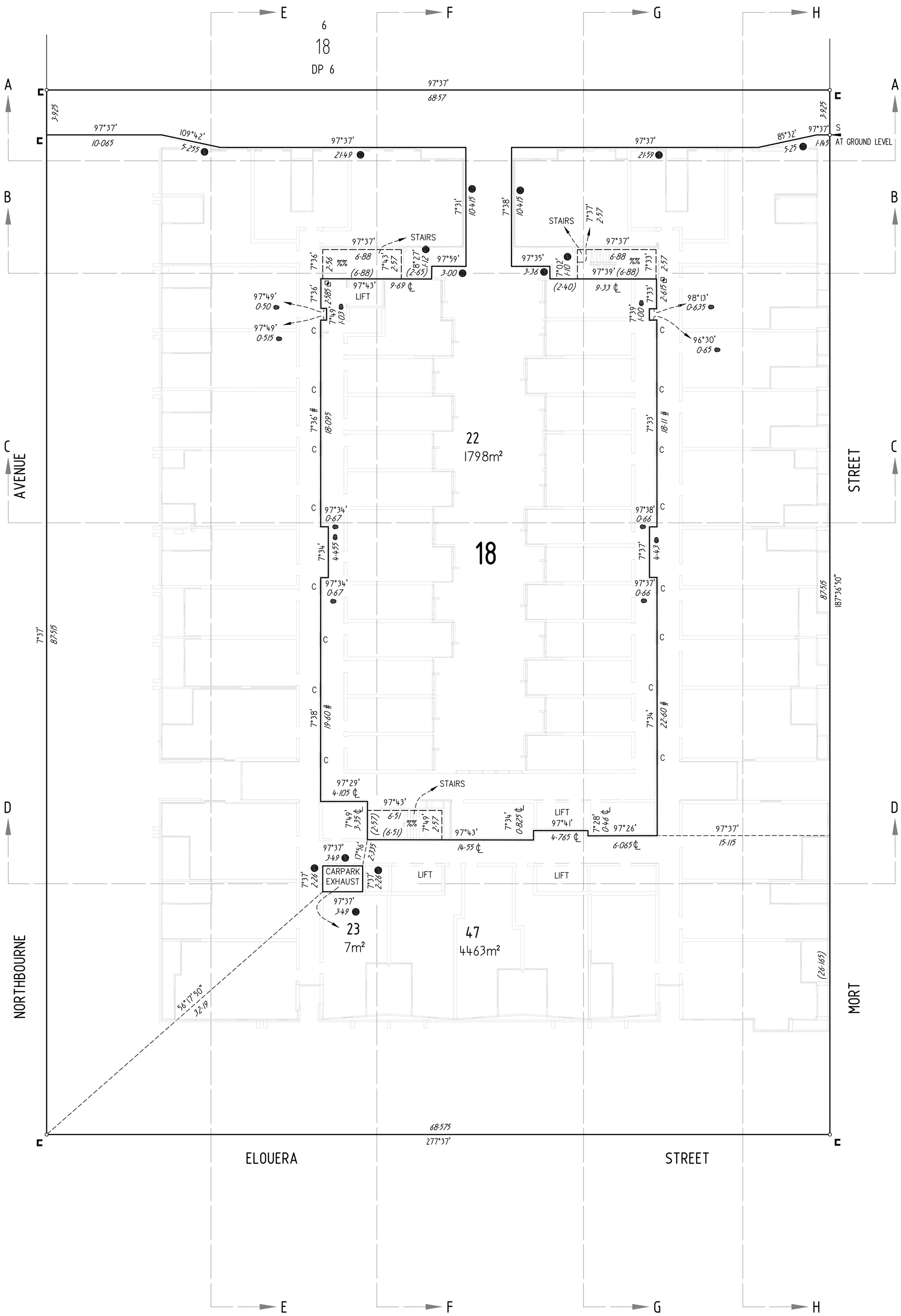
11682/7

*JH

X21720/7

LEVEL 3 TO LEVEL 7

SHEET 8 OF 12 SHEETS



BLOCK 22 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 590·86 AND LIMITED IN DEPTH TO RL 576·86
BLOCK 23 IS A STRATUM BLOCK UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL 576·86
BLOCK 47 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 590·86 AND LIMITED IN DEPTH TO RL 576·86

SCALE 1:200
0 5 10 METRES

THIS IS SHEET 8 OF MY PLAN IN 12 SHEETS

DATED 12 AUGUST 2019

(Signature)

Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

11682/8

*JH

X21720/8

LEVEL 8

SHEET 9 OF 12 SHEETS

6
18
DP 6

24
1732m²

18

23
7m²

48
4529m²

AVENUE

STREET

NORTHBOURNE

MORT

ELOUERA

STREET

AT GROUND LEVEL

STAIRS

LIFT

CARPARK EXHAUST

BLOCK 24 IS A STRATUM BLOCK UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL 590·86
BLOCK 48 IS A STRATUM BLOCK UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL 590·86

SCALE 1:200
0 5 10 METRES

THIS IS SHEET 9 OF MY PLAN IN 12 SHEETS

DATED 12 AUGUST 2019

(Signature)

Surveyor registered under the Surveyors Act 2007

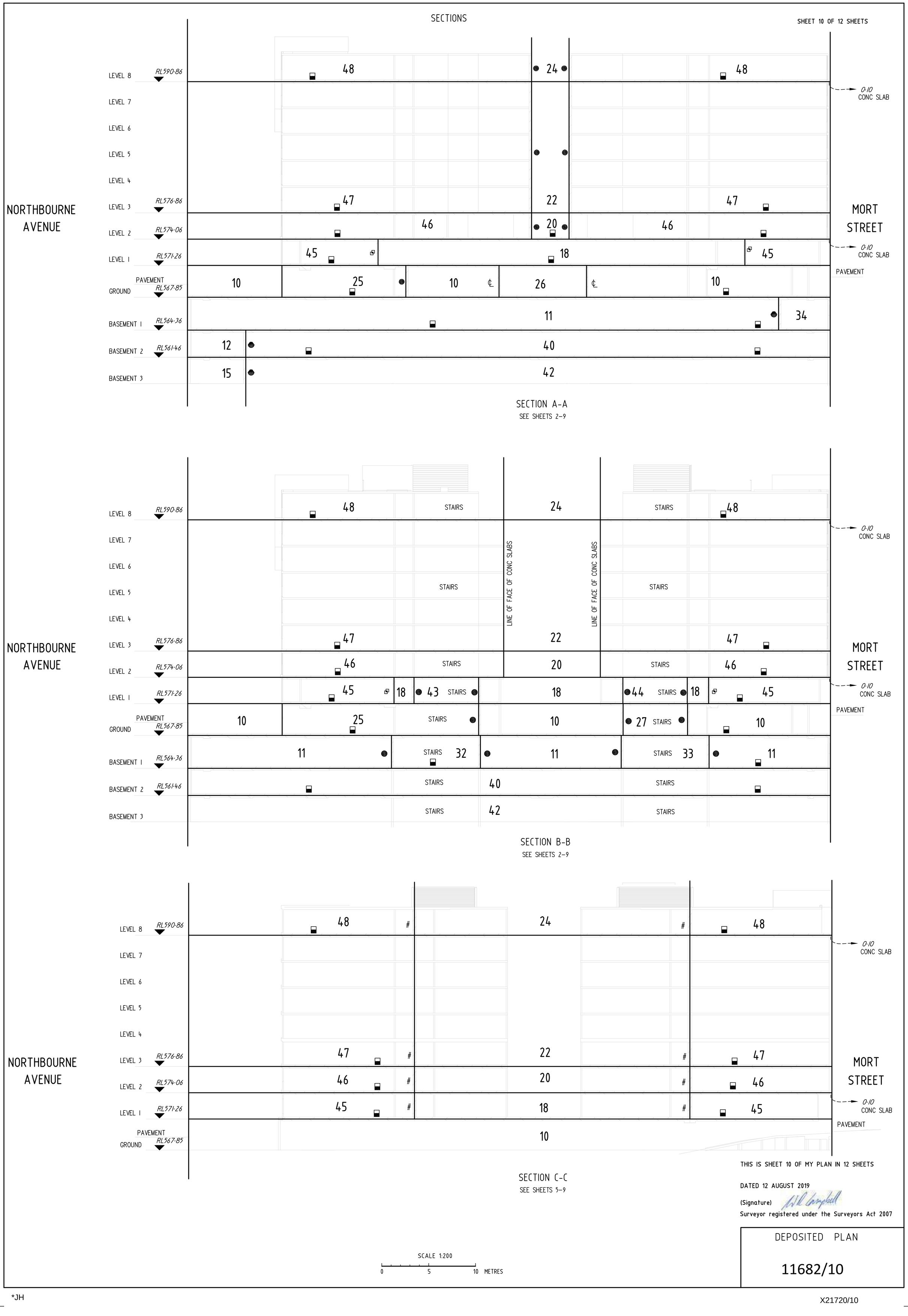
DEPOSITED PLAN

11682/9

*JH

X21720/9

SECTIONS



THIS IS SHEET 10 OF MY PLAN IN 12 SHEETS

DATED 12 AUGUST 2019

(Signature)

Surveyor registered under the Surveyors Act 2007

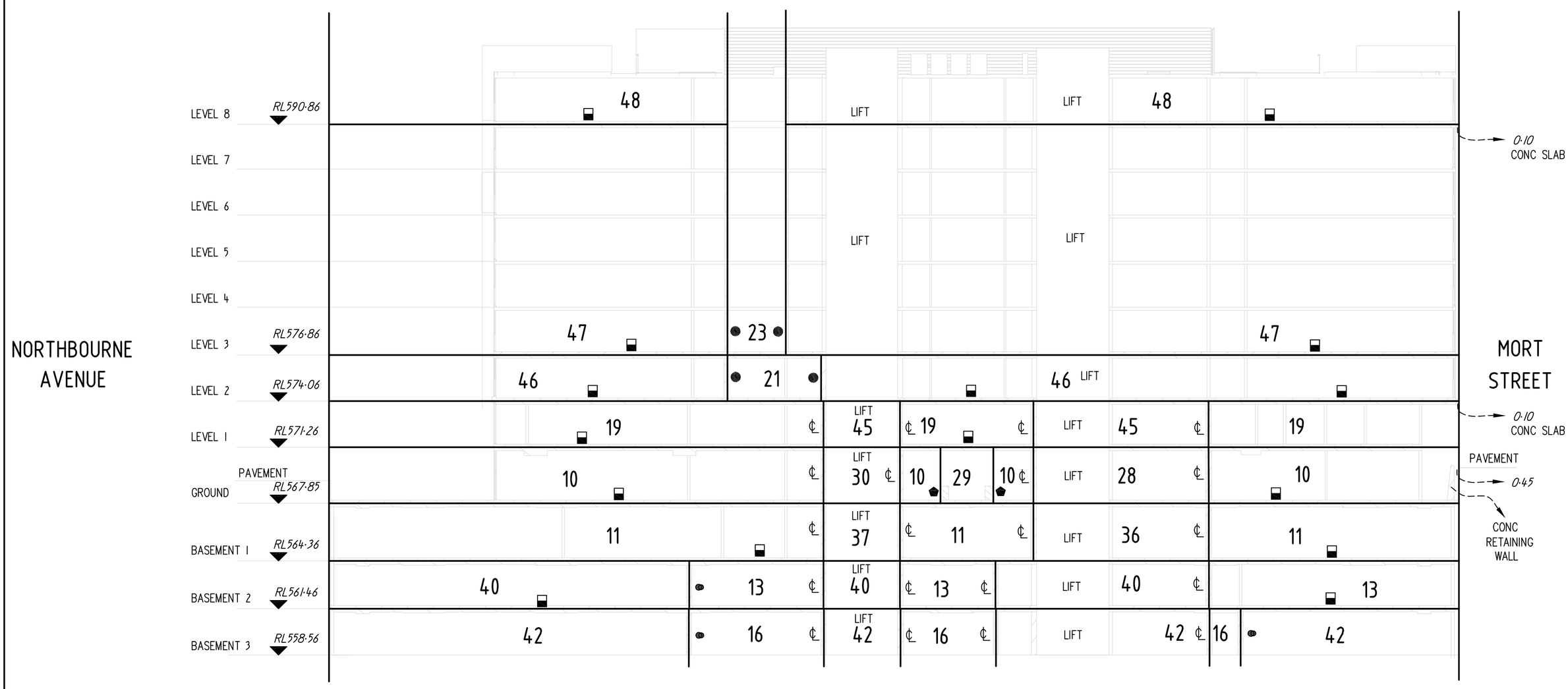
DEPOSITED PLAN

11682/10

*JH

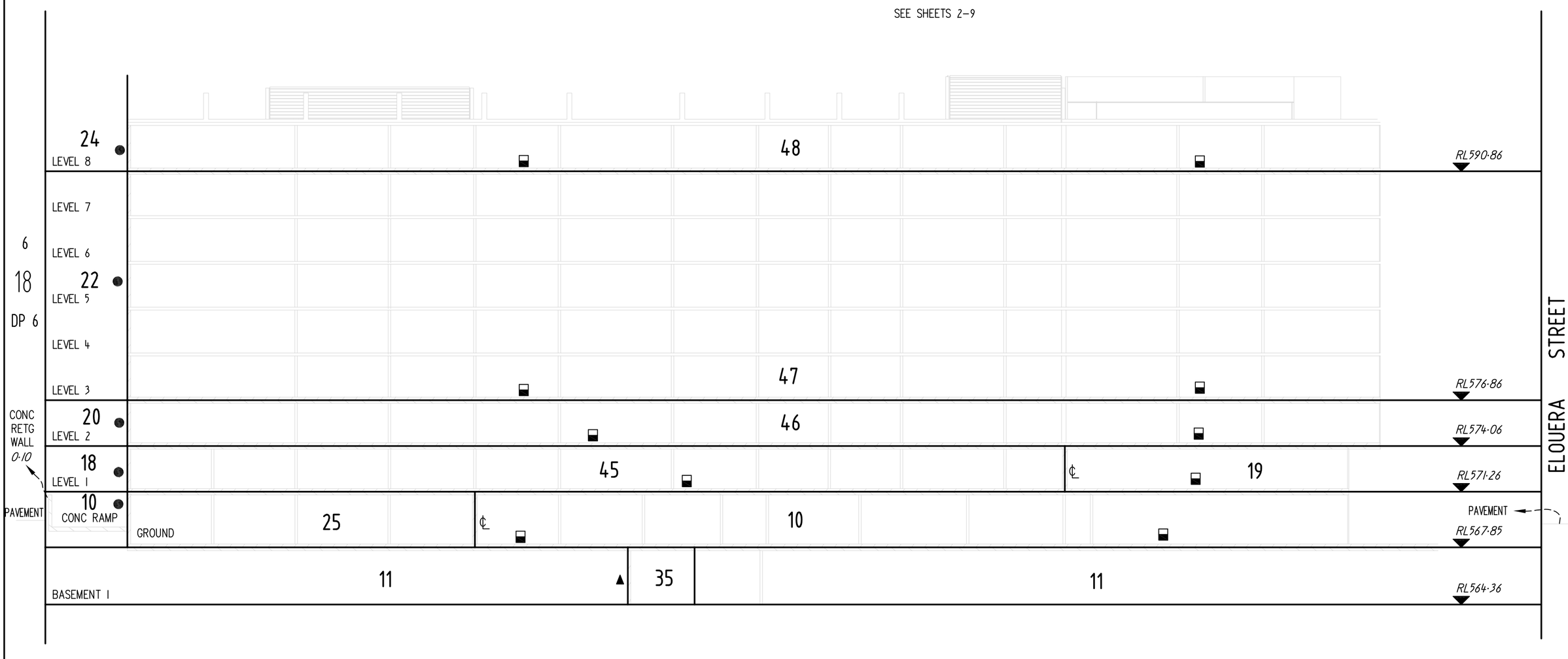
X21720/10

SECTIONS



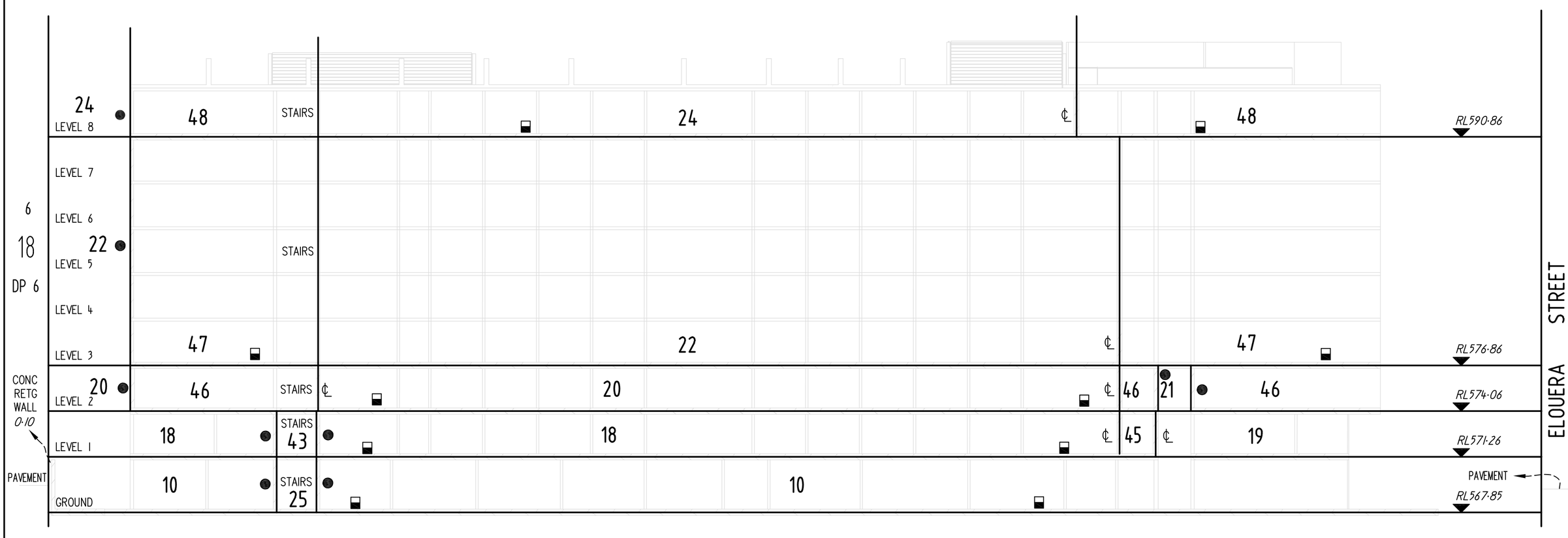
SECTION D-D

SEE SHEETS 2–9



SECTION E-E

SEE SHEETS 4–9



SECTION F-F

SEE SHEETS 5–9

SCALE 1:200

0 5 10 METRES

THIS IS SHEET 11 OF MY PLAN IN 12 SHEETS

DATED 12 AUGUST 2019

Surveyor registered under the Surveyors Act 2007

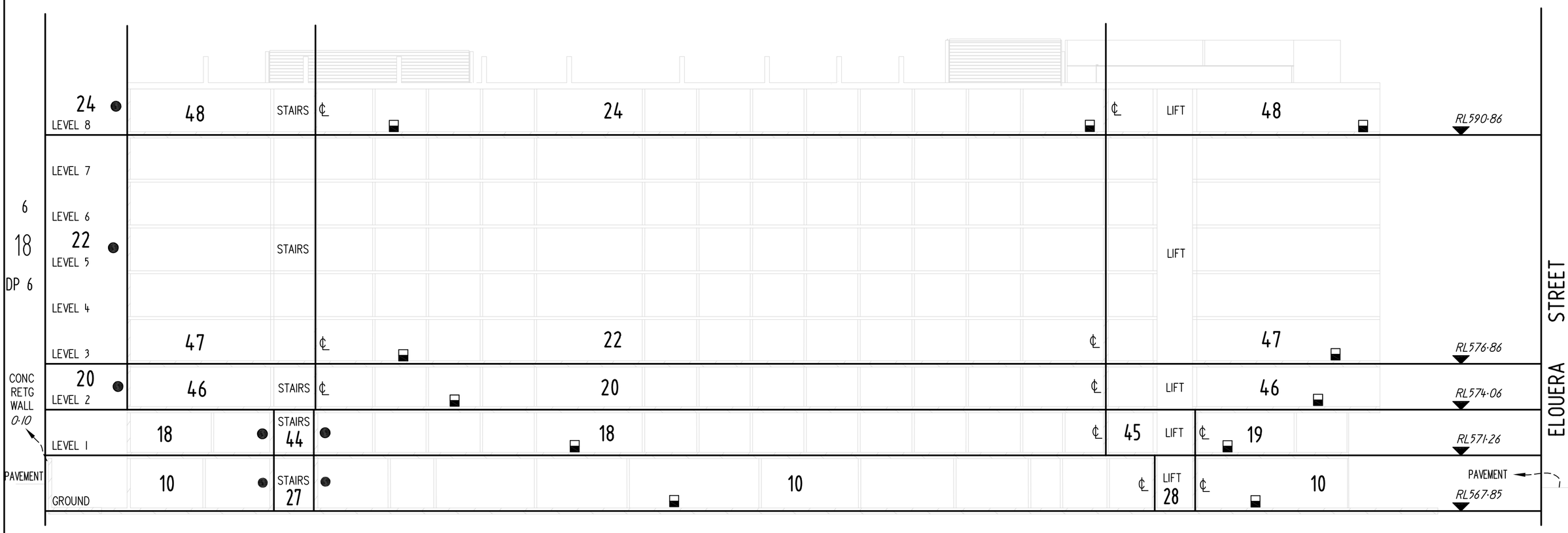
DEPOSITED PLAN

11682/11

*JH

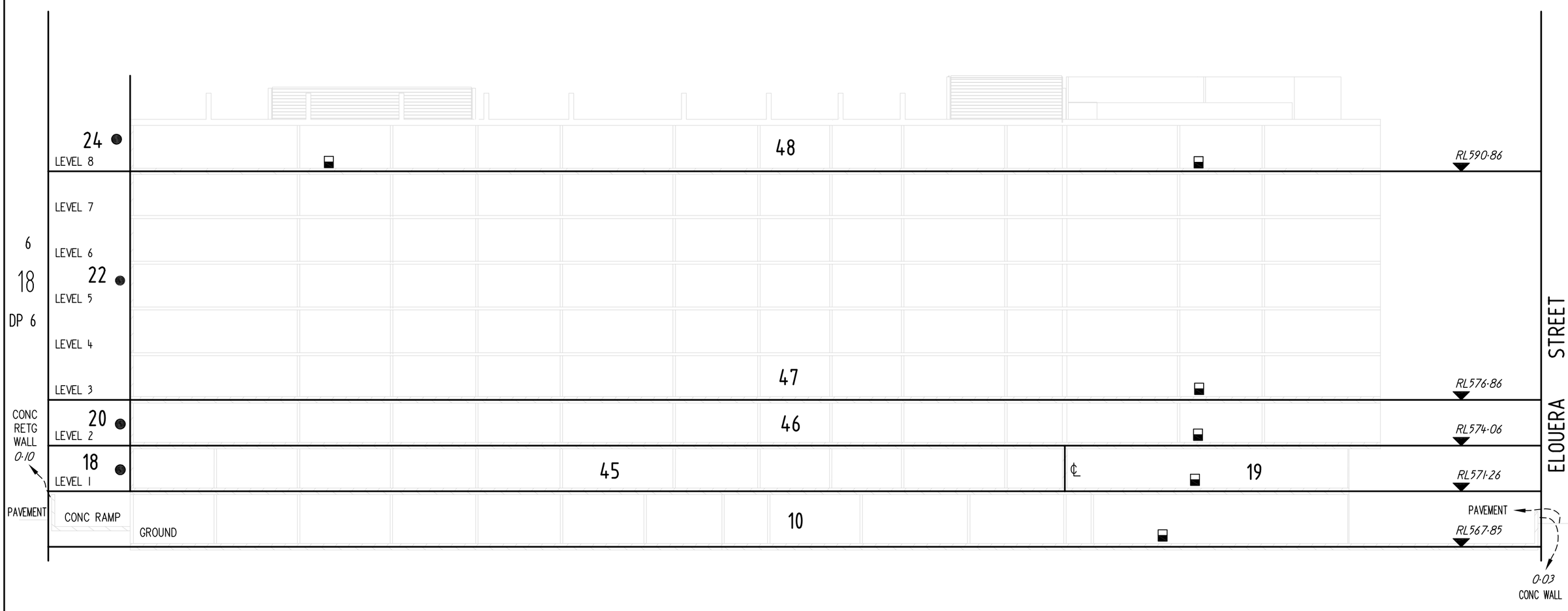
X21720/11

SECTIONS



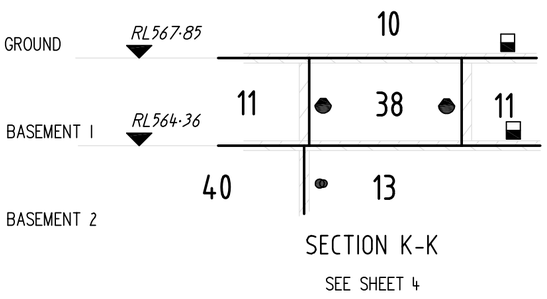
SECTION G-G

SEE SHEETS 5–9



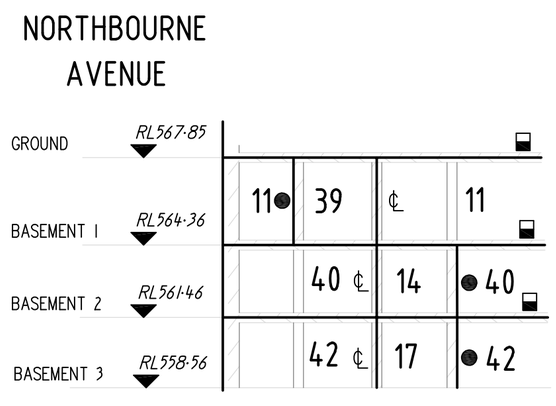
SECTION H-H

SEE SHEETS 5–9



SECTION K-K

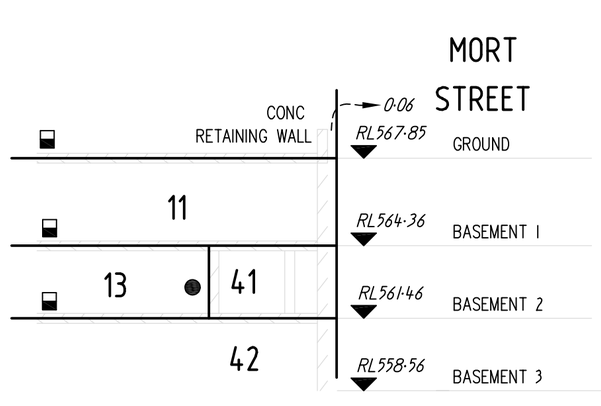
SEE SHEET 4



SECTION L-L

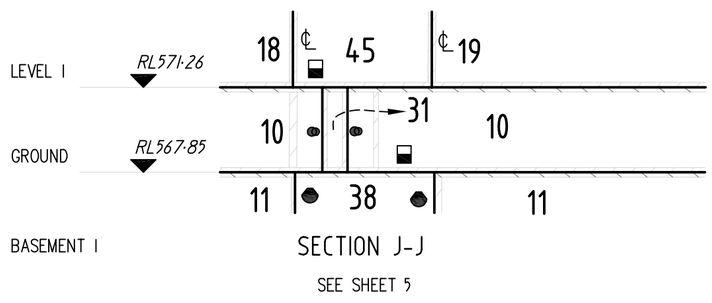
NOT TO SCALE

SEE SHEETS 2–5



SECTION M-M

SEE SHEET 3



SECTION J-J

SEE SHEET 5

SCALE 1:200

0 5 10 METRES

THIS IS SHEET 12 OF MY PLAN IN 12 SHEETS

DATED 12 AUGUST 2019

Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

11682/12

*JH

X21720/12

ACT Government

Access Canberra.

LAND TITLES

Chief Min SR$3134425 17/01/2022 10:52:56 Elri P

3134425

SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	**Email Address**	**Contact Telephone Number**
CANBERRA STRATA ~~HOLLY LOUISE GULLETT~~	hgullett@canberrastrata.com.au	02 6295 6888

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2428 : 30	BRADDON	18	25-48	4769

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

REGISTER HOUSE RULES

SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
☒ Sealed copy of Minutes of Meeting ☒ Sealed copy of Resolution/Motion ☐ Other (specify) -	THE OWNERS - UNITS PLAN No. 4769 Common Seal

CERTIFICATION **Delete the inapplicable*

Applicant

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

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

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

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

Signed By: Ella Morella

Ella Joyce Morella

<Name of certifying party>

<Capacity of certifying party>

for: *CANBERRA STRATA*

on behalf of the Registered Proprietor/Managing Agent

WITNESS: C/ CARES HENRIQUEZ AFP 24386

AUSTRALIAN FEDERAL POLICE CITY POLICE STATION 16-18 London Circuit CANBERRA CITY ACT 2601

Witness: Emily Wood

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes ☐
Registered by	- 1 FEB 2022	Registration Date	

Midnight

Residential Units Plan 4769

1-8 Elouera Street, Braddon, ACT

Owners Corporation Rules



INDEX

SECTION ONE - INTRODUCTION 4

1. BUILDING DESCRIPTION 4

2. APPROVAL 4

SECTION 2 - USE OF COMMON PROPERTY 5

3. BEHAVIOUR AND RESPONSIBILITY ON COMMON PROPERTY 5

4. SECURITY 6

5. MOVING AND DELIVERING 7

6. ACCESS TO COMMON PROPERTY BY SERVICE PROVIDERS 8

7. WASTE DISPOSAL 8

SECTION 3 - USE OF LOTS 10

8. OCCUPATION AND USE OF LOTS 10

9. ACCESS THROUGH LOTS 11

SECTION 4 - RIGHTS AND CONDUCT OF THE OWNERS CORPORATION 13

10. RULES 13

11. PROVISION OF AMENITIES OR SERVICES 13

12. REMEDY AGAINST OWNER 14

SECTION 5 - RIGHTS AND CONDUCT OF OWNERS 15

13. APPLICATIONS, COMPLAINTS AND REPORTING 15

14. LEASE OR LICENCE OF LOTS 15

15. COMPENSATION TO OWNERS CORPORATION 15

16. LAWS AND REQUIREMENTS 16

17. INVITEES 16

18. KEEPING OF PETS 17

19. SIGNS 18

20. INSURANCE PREMIUMS 19

SECTION 6 –WORK 20

21. WORK TO WHICH THIS SECTION APPLIES 20

22. APPROVAL 20

23. MINOR RENOVATIONS 20

24. MAJOR RENOVATIONS 21

25. GENERAL 24

SECTION 7 – BUILDING MANAGEMENT STATEMENT 25

26. BUILDING MANAGEMENT STATEMENT 25

SECTION 8 – COMMON PROPERTY RIGHTS RULES 27

27. ABOUT THE RULES IN THIS SECTION 27

28. EXCLUSIVE USE AND SPECIAL PRIVILEGES 27

29. PROCEDURES FOR COST RECOVERY BY OWNERS CORPORATION 29

THE OWNERS - UNITS PLAN 4259 Common Seal

SECTION 9 – ADDITIONAL RULES 31
30. ABOUT THE RULES IN THIS SECTION 31
SECTION 10 - DICTIONARY AND INTERPRETATION 32
31. DICTIONARY 32
32. INTERPRETATION 37



1. BUILDING DESCRIPTION

1.1 Building subject of a Units Plan

The Building to which these rules applies:

(a) is the subject of a Units Plan registered under the Development Act; and

(b) is subject to the provisions of the Management Act.

1.2 Building Management Statement

(a) Owners and Occupiers may be bound by a Building Management Statement.

(b) Matters relating to the Building Management Statement are set out in Section 7.

2. APPROVAL

2.1 Approval of the Owners Corporation

Where a rule requires the approval of the Owners Corporation to a particular activity, unless stated otherwise in the rule the approval may be given by either:

(a) the Owners Corporation in general meeting; or

(b) unless the activity is a Restricted Matter, the Executive Committee at a duly convened meeting of the Executive Committee.

2.2 Approval of Minor Renovations

For the purposes of Section 6, the Functions of the Owners Corporation in approving Minor Renovations are delegated to the Executive Committee.

2.3 Approval not to be withheld

Neither the Owners Corporation nor the Executive Committee may withhold its approval to an application for an activity approved by a Rule.

2.4 Conditions

Owners must comply with all conditions in an approval.

2.5 Building Manager

The Owners Corporation may engage the services of a Building Manager to assist it in carrying out some of its rights, duties and obligations under the Rules.

THE OWNERS - UNITS PLAN No. 4769
Common Seal

3. BEHAVIOUR AND RESPONSIBILITY ON COMMON PROPERTY

3.1 General obligations

(a) Owners must be adequately clothed when on Common Property.

(b) Owners must not break a Law when on Common Property.

(c) Owners must ensure their children and the children of their Invitees:

(i) are accompanied by a responsible adult if they are playing within the bounds of Common Property; and

(ii) unless accompanied by a responsible adult, do not enter areas of Common Property that are likely to be dangerous to children.

(d) Owners must ensure their Invitees:

(i) are not left to remain on Common Property unsupervised except to the extent reasonably necessary for their arrival and departure;

(ii) comply with the Rules; and

(iii) are removed from the Building on refusing to comply with the Rules.

3.2 Prohibited behaviour

Owners must not:

(a) make noise or behave in a way likely to interfere with another Owner's peaceful enjoyment of their Lot or Common Property;

(b) use language or behave in a manner likely to cause offence or embarrassment to another Owner or to any person lawfully using Common Property;

(c) obstruct the lawful use of Common Property by any person;

(d) smoke while on Common Property or allow smoke to emit from their Lot;

(e) bring or permit to be brought, a heavy article which might cause structural damage to the Building;

(f) do anything to damage or deface Common Property;

(g) interfere with personal property vested in the Owners Corporation;

(h) damage any lawn, plant, tree or garden situated within Common Property;

(i) use part of a lawn or garden, a plant or tree situated within Common Property for their own purposes;

(j) place or hang an item (including laundry) on Common Property;

(k) install a satellite dish to Common Property or a Lot visible from outside the Lot;

(l) park or stand a Vehicle on Common Property unless doing so is permitted by the Rules;

THE OWNERS - UNITS PLAN NO. 4769 Common Seal

(m) use or interfere with fire safety Equipment except in the case of an emergency and must not obstruct fire stairs or fire escapes;

(n) interfere with the operation of Equipment installed on Common Property;

(o) modify existing Equipment attached to Common Property (whether or not such Equipment is contained wholly within their Lot);

(p) interfere with Common Property or remove an item from Common Property placed there by the direction or authority of the Owners Corporation;

(q) attach or install any item on the roof of the Building; or

(r) use the roof of the Building for any purpose, excluding Owners/Occupiers with rooftop terrace entitlements in their Lot.

3.3 Easements

Owners must not do anything to prevent, hinder or delay a Benefited Party from carrying out its Functions under an Easement.

3.4 Duty to notify defects to the Owners Corporation

Owners must inform the Owners Corporation of any defect they become aware of on Common Property or any property vested in the Owners Corporation.

4. SECURITY

4.1 Functions of the Owners Corporation

(a) The Owners Corporation is responsible for:

(i) the issue, programming, coding and re-coding of Security Keys;

(ii) determining to whom Security Keys should be issued; and

(iii) may delegate this function to the Executive Committee and/or Facilities Manager.

(b) An Owner may be charged a fee for:

(i) any Security Key (whether it is a new Security Key, an additional Security Key or a replacement Security Key); and

(ii) coding or re-coding of any Security Key.

(c) The Owners Corporation may require the provision of a bond before:

(i) issuing any Security Key (whether it is a new Security Key, an additional Security Key or a replacement Security Key); or

(ii) coding or re-coding of any Security Key.

(d) The Owners Corporation may:

(i) make rules about the use of Security Keys;

(ii) restrict the number of Security Keys it issues to any Owner; and

(iii) activate or de-activate Security Keys as it considers appropriate.



(e) Remotes for garage access are limited to one (1) device per car space.

4.2 Obligations of Owners

(a) An Owner must not do anything or permit anything which may or which would be likely to prejudice the security of the Building.

(b) Owners must:

(i) comply with all rules and directions of the Owners Corporation relating to the security and safety of the Building;

(ii) exercise great care in making Security Keys available to any person; and

(iii) promptly notify the Facilities Manager if a Security Key is lost or destroyed.

(c) Owners must not duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than to a party who is entitled to a Security Key.

5. MOVING AND DELIVERING

5.1 Moving and delivering Goods

Owners must not transport or deliver, or permit or cause to be transported or delivered, Goods on Common Property except in compliance with this rule.

5.2 Conditions

(a) Prior to transporting or delivering Goods on or to Common Property, Owners:

(i) must give the Owners Corporation not less than 24 hours' notice of the date and time the Goods will be transported; and

(ii) if the Owner has engaged a Removalist, if requested by the Owners Corporation, must give the Owners Corporation satisfactory evidence of suitable public liability or contractors all risk insurance held by the Removalist for the benefit and protection of the Owners Corporation.

(b) Notices to the Owners Corporation:

(i) must be given not less than 24 hours before the day of transportation;

(ii) if the day of transportation is a Saturday or Sunday, must be given no later than 12 noon on the immediately preceding Friday;

(iii) must identify the approximate quantity of the Goods; and

(iv) must include details of the Removalist (name, telephone number, mobile number, address, email address and contact name).

(c) Owners may only transport Goods on Common Property at the times determined by a in accordance with the directions of the Owners Corporation.

(d) Owners may only transport Goods in a lift if the lift has a lift protector or blanket.

THE OWNERS - UNITS PLAN No. 4769 Common Seal

(e) Owners must ensure they and their Removalist comply with all Rules in connection with transporting Goods on Common Property.

(f) Owners must ensure neither they nor their Removalist:

(i) obstructs Common Property when transporting Goods; or

(ii) interferes with the peaceful enjoyment of Common Property by another Owner.

(g) Owners must supervise their Removalist in order to ensure no damage is caused to Common Property, another Lot or property vested in the Owners Corporation, by transporting Goods.

(h) Owners at their own expense:

(i) must immediately rectify any damage caused to Common Property, another Lot or property vested in the Owners Corporation, by transporting Goods;

(ii) must remove debris or other materials left on Common Property as a result of transporting Goods; and

(iii) must clean any part of Common Property which requires cleaning as a consequence of transporting Goods.

5.3 Security Deposit

(a) Prior to transporting Goods on Common Property, if requested by the Owners Corporation, Owners must give a Security Deposit of the Security Deposit Amount to the Owners Corporation to be used by the Owners Corporation in accordance with the terms of this rule.

(b) The Owners Corporation may apply all or part of a Security Deposit to remedy a breach of this rule. Such an application by the Owners Corporation is without prejudice to any other right or remedy of the Owners Corporation.

(c) Provided the Owners Corporation is satisfied there has not been a breach of this rule, or if there has been a breach, that breach has been rectified, the Owners Corporation must refund the Security Deposit paid under rule 5.3(a) (or so much of it that remains unrefunded) to the party who provided it within 7 days of the Owner completing transporting the Goods.

6. ACCESS TO COMMON PROPERTY BY SERVICE PROVIDERS

6.1 Obligations of the Owners Corporation

The Owners Corporation must put in place arrangements to allow access to the Building by Service Providers.

7. WASTE DISPOSAL

7.1 General

(a) Owners must not place or leave Waste anywhere on Common Property other than in accordance with this rule or as directed by the Owners Corporation.

(b) Owners must:

(i) promptly remove Waste that has spilled on Common Property; and

(ii) promptly clean the area on which the Waste has been spilled.

7.2 Obligations of the Owners Corporation



(a) The Owners Corporation must ensure that:

(i) the garbage rooms in the Building are kept clean and orderly;

(ii) the Waste receptacles in the garbage rooms are regularly cleaned and deodorized; and

(iii) no odours are permitted to escape from the garbage rooms.

(b) The Owners Corporation must engage the relevant Authority to regularly collect and remove its Waste from the Building.

7.3 Treating Waste

(a) Non-recyclable material and recyclable material must be separated from each other.

(b) Non-recyclable material must be securely wrapped in small parcels and double-bagged (tins or other containers must be completely drained before being wrapped).

(c) Bottles must be completely drained.

(d) Nothing must be placed in a Waste receptacle other than domestic Waste generated from the use of Lots.

(e) Waste must be prepared and placed in the relevant Waste receptacles in either the Building or the Complex in accordance with the applicable recycling guidelines and waste management plan for the Building or the Complex (whether prepared by or for the Owners Corporation, the Building Management Committee or a relevant Authority).



8. OCCUPATION AND USE OF LOTS

8.1 General

(a) Owners must keep their Lot clean, tidy and in good repair.

(b) Owners must pay all rates, taxes and any other amount payable for the Lot.

(c) Owners must not:

(i) store or use chemical, liquid, gas or flammable material on their Lot unless it is to be used in the lawful, permitted use of their Lot, and it is stored in accordance with the required legislation;

(ii) use, occupy or allow their Lot to be used or occupied for:

(A) an unlawful purpose; or

(B) a purpose that may affect, lessen or damage the reputation of the Building;

(iii) cause annoyance, disturbance or nuisance to other Owners;

(iv) allow smoking of any substance, including vaping which allows smoke or odours to escape from their Lot or into common areas;

(v) break a Law whilst on their Lot;

(vi) place or hang laundry, towels, rugs, bedding or any other similar item on any part of their Lot that is visible from outside their Lot;

(vii) place or keep anything which is visible from outside their Lot which is inconsistent with the visual aesthetics of the Building; this includes lights, signage, flags.

(viii) operate, or allow to operate, a device or electronic Equipment on their Lot which interferes with a domestic appliance lawfully in use in the Building or another Lot;

(ix) fix an aerial, a security device or wires on their Lot or Common Property; or

(x) install or operate an intruder alarm in their Lot which emits an audible signal.

THE OWNERS - UNITS PLAN No. 4769 Common Seal

8.2 Window coverings

(a) Owners must not:

(i) fix vertical blinds in their Lot which are visible from outside their Lot;

(ii) tint the windows or glass doors of their Lot with mirror reflective tint; or

(iii) fix a window treatment to the outside of the windows or doors on their Lot (such as louvres, shutters, awnings, sun shades, blinds or sun blinds).

(b) Owners must not, without the consent of the Owners Corporation, fix bars, screens (whether security screens or insect screens), grilles, locks or any other safety devices on the interior or exterior of windows or doors of their Lot which are visible from outside the Lot.

(c) Owners may install window coverings backed with grey, white or black backing only, without the consent of the Owners Corporation.

8.3 Cleaning windows and doors

(a) Owners must keep clean all interior and exterior surfaces of glass in windows and doors on the boundary of their Lot, including glass on Common Property, unless:

(i) the Owners Corporation resolves that it will keep the glass or a specified part of the glass clean; or

(ii) that glass or part of glass cannot be accessed by the Owner safely or at all.

(b) The Owners Corporation may decide:

(i) to keep clean that part of Common Property which is the glass surface of a window or door on the boundary of a Lot; or

(ii) not to keep clean that part of Common Property which is the glass surface of a window or door on the boundary of a Lot.

8.4 Car Space

(a) Car Spaces may not be used for any purpose other than for parking Vehicles.

(b) Owners must keep their Car Space clean and free from grease.

(c) Owners must not store or place any item other than Vehicles permitted by rule 8.4(a) in their Car Space.

(d) Only registered and roadworthy Vehicles permitted by rule 8.4(a) may park or stand in a Car Space.

(e) Repair work and wet cleaning of a Vehicle may not be carried out in a Car Space.

8.5 False alarms

Owners must compensate the Owners Corporation the costs incurred by it for any false fire alarm caused by the Owner or emanating from the Owner's Lot for any reason. The Owners Corporation may assume a false fire alarm was caused by an Owner or emanated from a Lot if it is so advised by ACT Emergency Services or a fire monitoring contractor engaged by the Owners Corporation.

9. ACCESS THROUGH LOTS

9.1 Owners Corporation may have access

The Owners Corporation, by its agents, employees and contractors, with or without tools and materials, may enter, have access to and go through a Lot or any part of a Lot for the purposes of:

(a) carrying out work required to be carried out by the Owners Corporation in accordance with the requirements of the Management Act;

(b) carrying out work required to be carried out by the Owners Corporation by a notice served on it by an Authority;

(c) carrying out work required to be carried out by the Owners Corporation by an order under the Management Act;

(d) carrying out work required to be carried out by the Owners Corporation in accordance with it rights, duties and obligations in the Rules;

THE OWNERS - UNITS PLAN No. 4769 Common Seal

(e) carrying out work to the gardens, planter boxes and landscaped areas in Common Property adjacent to or near the Lot;

(f) cleaning the windows in the Building; and

(g) accessing anchor points attached to Common Property adjacent to or near the Lot.

9.2 Obligations of Owners

(a) Owners must permit the Owners Corporation to temporarily store necessary Equipment or material on their Lot in order for the Owners Corporation to undertake a right, duty or obligation in this rule.

(b) Owners must not obstruct or hinder the Owners Corporation in the exercise of a right, duty or obligation in this rule.

(c) If access is required through a Car Space and if requested by the Owners Corporation, the Owner must temporarily move any Vehicle from the Car Space.

THE OWNERS - UNITS PLAN No. 4769
Common Seal

10. RULES

10.1 Power of the Owners Corporation to make Rules

The Owners Corporation may make and register Rules relating to matters associated with:

(a) the use and management of the Building;

(b) the use of Lots;

(c) the security and control of the Building;

(d) the manner of treating windows and doors of Lots;

(e) the type of bars, screens (whether security screens or insect screens), grilles, locks or other safety devices on the interior or exterior of external windows and doors in Lots;

(f) the appearance of Lots;

(g) the appearance of the Building;

(h) the type of items that may be placed on Balconies;

(i) cosmetic, minor and major renovations; and

(j) any other matter determined by the Owners Corporation.

10.2 Amending or replacing Rules

(a) The Owners Corporation may amend or replace a Rule by seeking the relevant special resolution and registering the amendment.

(b) The Owners Corporation must display a new or amended Rule on the notice board of the Building for at least 7 days or send a copy to each Owner.

(c) Owners must send a copy of a new Rule to the Occupier of their Lot within 7 days of receiving a copy from the Owners Corporation.

10.3 Owners and Occupiers bound

Owners and Occupiers are bound by registered Rules and must comply with them at all times.

10.4 Breach

Breach of a registered Rule will be regarded as, and deemed to be, a breach of the Rules.

11. PROVISION OF AMENITIES OR SERVICES

11.1 Owners Corporation may contract out

The Owners Corporation may determine to enter into arrangements for the provision of amenities or services to one or more of the Lots, or to one or more Owners, including (this list is not exhaustive):

(a) window cleaning;

THE OWNERS - UNITS PLAN NO. 4769 Common Seal

(b) Waste disposal and recycling services;

(c) Building management services;

(d) electricity, water or gas supply; and

(e) telecommunication services (for example, cable television).

11.2 Services fee

The Owners Corporation may charge Owners for providing an amenity or a service.

12. REMEDY AGAINST OWNER

12.1 Rights of the Owners Corporation

(a) At its election, the Owners Corporation may perform an obligation which an Owner has failed to perform.

(b) In carrying out its Functions in this rule, the Owners Corporation may:

(i) enter and remain on the Lot for as long as it is necessary;

(ii) carry out the act or thing; and

(iii) recover appropriate costs from the Owner of the Lot.

(c) The Owners Corporation may recover monies owing to it under this rule as a debt in any competent court of jurisdiction.

(d) During the period an amount payable under this rule remains unpaid by the Owner, interest on that unpaid amount is payable to the Owners Corporation by the Owner, such interest to be payable on demand and calculated on daily balances at the same rate as interest on unpaid levies under the Management Act.



13. APPLICATIONS, COMPLAINTS AND REPORTING

13.1 Obligations of Owners

An application or complaint or reporting of an activity to the Owners Corporation, unless stated otherwise in a rule must be made or reported to:

(a) the Managing Agent, if one has been appointed; and

(b) to the Building Manager, if one has been appointed (in addition to the Managing Agent); or

(c) to a member of the Executive Committee, if neither a Managing Agent or a Building Manager has been appointed.

14. LEASE OR LICENCE OF LOTS

14.1 Obligations of Owners

Owners:

(a) must ensure the Occupier of their Lot has a copy of the most recent version of the Rules and Building Management Statement (including all amendments or changes from time to time);

(b) must act promptly to comply with all notices the Owner may receive from the Owners Corporation, the Executive Committee, the Managing Agent, the Building Manager or the Facilities Manager regarding the Occupier of the Lot;

(c) must take all reasonable action available to ensure the Occupier of the Lot complies with the Rules, Rules and Building Management Statement;

(d) must ensure the term of the lease does not contravene any Law or Development Consent; and

(e) must take all reasonable action available to ensure the Occupier of their Lot complies with all notices the Occupier receives from the Owners Corporation, the Building Manager or the Facilities Manager in connection with the Occupier's use and occupation of the Lot.

14.2 Obligations of Occupiers

Occupiers:

(a) must comply with the Rules;

(b) must promptly comply with all notices it receives from the Owners Corporation, the Executive Committee, the Managing Agent, the Building Manager or the Facilities Manager;

(c) when requested to do so, must give the Owners Corporation a copy of its Rental Agreement;

(d) when requested to do so, must promptly give the Owners Corporation, the Occupier's contact details (name, telephone number, mobile number, address and email address); and

(e) when requested to do so, must promptly give the Owners Corporation the Occupier's photo identification.

15. COMPENSATION TO OWNERS CORPORATION

THE OWNERS - UNITS PLAN No. 4769 Common Seal

15.1 Damage

Owners:

(a) must compensate the Owners Corporation for any damage to Common Property or any property vested in the Owners Corporation caused by them or their Invitees; and

(b) must reimburse the Owners Corporation for any costs incurred by the Owners Corporation as a result of any act or omission of the Owner or the Owner's Invitees.

15.2 Costs

Costs incurred by the Owners Corporation under this rule (including legal costs and disbursements on an indemnity basis) may be recovered as a debt due and owing to the Owners Corporation, together with interest, such interest being payable on demand and calculated on daily balances at the same rate as interest on unpaid levies under the Management Act.

16. LAWS AND REQUIREMENTS

16.1 Obligations of Owners

When in the Building, occupying their Lot, or exercising a right, carrying out an obligation or performing a function under these rules, Owners must:

(a) comply with the requirements of all Laws and the requirements of, and notices from, all Authorities;

(b) obtain and comply with all relevant Development Consents;

(c) if Development Consent is required to conduct an activity on their Lot, not conduct that activity without that Development Consent;

(d) not use or occupy their Lot, or permit any other person to do so, in contravention of a Law or without the requisite Development Consent;

(e) comply with a notice issued to them by the Owners Corporation seeking them or their Invitees to comply with, or to desist from breaching:

(i) a Law;

(ii) a requirement of, or notice issued by, an Authority; or

(iii) a condition in a Development Consent;

(f) ensure their Invitees:

(i) comply with the requirements of all Laws and Authorities applicable to, or to the use of, their Lot or the Building; and

(ii) comply with a Development Consent applicable to, or to the use of, their Lot or the Building.

17. INVITEES

17.1 Obligations of Owners

(a) Owners must take all reasonable steps to ensure their Invitees comply with the Rules and the Building Management Statement.

(b) If an Owner cannot comply with rule 17.1(a), then that Owner must:

THE OWNERS - UNITS PLAN NO. 4769 Common Seal

(i) withdraw their consent to their Invitee being on or remaining in the Building; and

(ii) request that Invitee immediately leave the Building.

(c) If the Rules prohibit an Owner from doing a thing, the Owner must not allow or cause their Invitee to do that thing.

(d) Owners must ensure their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Invitee in the Building.

18. KEEPING OF PETS

18.1 Pet Register

The Owners Corporation must establish and keep at all times a Pet Register recording all relevant information it has received in connection with pets kept in the Building.

18.2 Notification

Owners who keep or intend to keep a pet on their Lot must give the Owners Corporation the following information for inclusion in the Pet Register:

(a) its species;

(b) its breed;

(c) its name;

(d) its sex;

(e) a photograph sufficient to identify it;

(f) its microchip number;

(g) whether it has been spayed or neutered; and

(h) evidence it has been registered with the appropriate Authority.

18.3 Permitted

(a) Subject to rules 18.1 and 18.2, Owners may keep a pet provided they are not selling or providing food from their Lot.

(b) A pet permitted under this rule must be recorded on the Pet Register, including Assistance Animals and Guide Dogs.

(c) The right to keep a pet on a Lot includes the right to access parts of Common Property for the purposes of taking the pet to and from the Lot.

18.4 Prohibited

The following are not permitted to visit or be kept on a Lot or Common Property:

(a) an animal that does not satisfy the requirements of rule 3 with the exception of Assistance Animals and Guide Dogs (which animals are permitted notwithstanding non-compliance with rule 18.3(b));



(b) a pet that is vicious or aggressive;

(c) a pet that is not registered with the appropriate Authority;

(d) a pet which is declared dangerous under the *Domestic Animals Act 2000 (ACT)*; or

(e) a pet which the Australian Government prohibits from importation into Australia.

18.5 Obligations of Owners

In relation to a pet owned or in the care of an Owner or owned or in the care of an Invitee of an Owner, the Owner must:

(a) provide notification of the pet

(b) clean up all excrement or refuse left upon Common Property by the pet;

(c) make good, or bear the cost of making good, damage to Common Property by the pet;

(d) ensure the pet is under control or otherwise contained when on Common Property;

(e) ensure the pet does not cause annoyance, disturbance or nuisance to other Owners;

(f) ensure the pet does not wander onto another Owner's Lot or onto Common Property;

(g) ensure the pet does not provide a nuisance or danger to another Lot or Common Property if the pet is left on the Lot in the absence of the Owner;

(h) ensure the living quarters of the pet are maintained in a manner to prevent odours escaping from the Lot; and

(i) ensure the pet's waste is treated and disposed of in accordance with the Rules and, without limiting the generality of this rule, ensure:

(i) all waste from the pet is double-bagged or placed in large, strong bags; and

(ii) litter is not placed in toilets.

18.6 Right to keep and responsibility

(a) Subject only to rule 18.7, Owners are entitled to keep for the balance of its life, any pet on the Pet Register, notwithstanding anything else to the contrary in the Rules.

(b) Notwithstanding rule 18.6(a) the Owners Corporation is not responsible for the safety or well-being of any pet owned or in the care of an Owner or owned or in the care of an Invitee of an Owner.

18.7 Compliance

(a) If the Owners Corporation, acting reasonably, forms the view:

(i) a pet is or has become vicious or aggressive; or

(ii) there is a breach of any part of rule 18.5 on a continuing basis,

the Owners Corporation may serve a notice on the Owner of the Lot containing that pet requiring that pet to be removed permanently from the Building.

(b) An Owner who has received a notice from the Owners Corporation under rule 18.7(a) must comply with the requirements of the notice within 14 days of receiving it.

THE OWNERS - UNITS PLAN No. 4769 Common Seal

19. SIGNS

19.1 Prohibited

(a) Owners must not fix a Sign to or on Common Property or their Lot which is visible from outside their Lot.

19.2 Real Estate

(a) Unit owners are not permitted to display any signs in any visible external windows to their unit or on the common property except with the prior approval of the Executive Committee.

(b) Signs including real estate 'For Sale' and 'To Let/Lease' signs are not permitted to be erected on the common property unless permission is given by the Executive Committee.

(c) Under no circumstances are real estate signs to be erected in any other area, than those expressly permitted.

(d) Rectification of any damage caused because of the erection of real estate signs, will be the responsibility of the owner of the unit advertised for sale or lease.

(e) Any previously approved real estate signs are to be removed immediately upon sale or lease of the property and are not to remain erected with the 'Sold' or 'Leased' stickers affixed.

19.3 Qualification

The provisions of this rule do not apply to a Sign fixed:

(a) on any part of the Building by the Original Owner, a party on behalf of the Original Owner or a party authorised by the Original Owner;

(b) on any part of the Building by the Building Manager or a party on behalf of the Building Manager in connection with a service or duty provided by the Building Manager to the Owners Corporation; or

(c) on any part of the Building pursuant to the right to do so under a Common Property Rights Rule or Easement.

20. INSURANCE PREMIUMS

20.1 Obligations of Owners

(a) Unless there is prior written consent of the Owners Corporation, Owners may not do or permit anything which may invalidate, suspend or increase the premium for an insurance policy effected by the Owners Corporation.

(b) Owners must immediately notify the Owners Corporation of any activity carried out, intended to be carried out or permitted to be carried out on their Lot which may increase the premiums for the insurances held by the Owners Corporation.

20.2 Owner liable

(a) Consent under rule 20.1(a) allows the Owners Corporation to require an Owner to reimburse the Owners Corporation for the higher premiums.

(b) Owners must pay the amount by which an insurance premium may increase as a result of an activity being carried out on that Owner's Lot. The increased amount must be paid from time to time on demand from the Owners Corporation. A letter from the broker for the Owners Corporation is, in the absence of manifest error, conclusive evidence of the increased amount.

THE OWNERS - UNITS PLAN No. Common Seal

[redacted]

21. WORK TO WHICH THIS SECTION APPLIES

21.1 Work

This Section applies to:

(a) Cosmetic Work;

(b) Minor Renovations; and

(c) Major Renovations.

22. APPROVAL

22.1 Approval required

(a) Owners must not carry out or commence to carry out Work without following the procedures in this Section.

(b) Cosmetic Work may be carried out without the approval of the Owners Corporation or the Executive Committee.

(c) Minor Renovations may only be carried out with the approval of the Executive Committee and by otherwise following the procedures in this Section.

(d) Major Renovations may only be carried out with the approval of the Owners Corporation in general meeting by way of special resolution (and if necessary supported by the relevant rule) and by otherwise following the procedures in this Section.

23. MINOR RENOVATIONS

23.1 Approval to Minor Renovations

(a) The approval of the Executive Committee may be given subject to reasonable conditions and cannot be unreasonably withheld.

(b) If the work is installing or replacing wood or hard floors, the Executive Committee may require as a condition of its approval a report from a properly qualified consultant specifying the proposed acoustic treatment together with certification from the consultant once the work is completed.

23.2 The application

The application for approval to Minor Renovations must include the following:

(a) any fee prescribed by the Owners Corporation;

(b) a general description of the proposed work; and

(c) if relevant, information on the type, make and size of machinery the subject of the work (including details of manufacturers and suppliers).

23.3 Access to Common Property

Owners who have received approval to carry out Minor Renovations may access all relevant parts of Common

THE OWNERS - UNITS PLAN NO. 4769 Common Seal

Property for such reasonable time as may be necessary to carry out the work (or for such time as nominated in an approval).

23.4 Conditions when carrying out Minor Renovations

When carrying out Minor Renovations, Owners must:

(a) comply with the reasonable requirements in the conditions in any consent from the Executive Committee;

(b) ensure the work is carried out in a competent and proper manner;

(c) use only qualified and, where appropriate, licensed tradesmen;

(d) ensure the work is carried out without undue delay;

(e) ensure no materials, tools, rubbish or debris are left lying on Common Property;

(f) cause as little disturbance as is practicable to other Owners;

(g) ensure any damage caused to any part of the Common Property by carrying out the work is repaired;

(h) ensure any damage to the property of another Owner by carrying out the work is repaired; and

(i) ensure the work is only carried out within the times permitted by a Development Consent or if there is no Development Consent within times reasonably prescribed by the Owners Corporation.

23.5 Completion of Minor Renovations

On completion of Minor Renovations, Owners must:

(a) ensure all rubbish and debris caused by the work is removed from the Building and surrounds;

(b) ensure Common Property is left clean and tidy; and

(c) make good or pay to make good any damage caused to Common Property in the course of the works.

24. MAJOR RENOVATIONS

24.1 The application

The application for approval to Major Renovations must include the following:

(a) a draft of the special resolution sought by the Owner authorising the carrying out of the work;

(b) if the ongoing maintenance of Common Property affected by or the subject of the work is to be the responsibility of the Owner;

(i) a draft of the rule to this effect;

(ii) the Owner's written consent to the making of the rule; and

(iii) any fee prescribed by the Owners Corporation for making the rule;

(c) any fee prescribed by the Owners Corporation for approving the work;

(d) a general description of the work;

(e) detailed plans and specifications of the work;

THE OWNERS - UNITS PLAN NO. Common Seal

(f) if relevant, a report from a properly qualified engineer concerning the impact of the work on the structural integrity of the Building;

(g) if relevant, information on the type, make and size of machinery the subject of the work (including details of manufacturers and suppliers);

(h) information on all approvals, consents and permits required for the work;

(i) copies of all approvals, consents and permits obtained for the work;

(j) details of persons carrying out the work, including qualifications of the party appointed to supervise the work; and

(k) arrangements to manage any resulting rubbish or debris.

24.2 Bond

In processing an application for Major Renovations, the Owners Corporation may require the payment of a bond:

(a) to be applied at the discretion of the Owners Corporation towards any cost incurred by the Owners Corporation as a result of the work;

(b) to be applied by the Owners Corporation towards rectification of possible damage to Common Property as a result of the work; or

(c) to be applied by the Owners Corporation towards any costs incurred by the Owners Corporation in carrying out its Functions associated with the work.

24.3 Pre-conditions to commencing Major Renovations

Major Renovations may not commence unless:

(a) the relevant approval of the Owners Corporation has been obtained for the work;

(b) (if applicable) the appropriate rule has been registered;

(c) (if applicable) all necessary consents from the relevant Authorities have been procured (including a Development Consent (if applicable)) and copies provided to the Owners Corporation;

(d) (if applicable) all relevant insurances are in place and copies of the policy and the certificate of currency provided to the Owners Corporation;

(e) (if applicable) the bond required by the Owners Corporation, has been paid to the Owners Corporation;

(f) the Owners Corporation has been given reports and any other information requested by the Owners Corporation in connection with the work;

(g) the Owners Corporation has been given details of the builder/contractor carrying out the work (and a point of contact (including name and telephone number));

(h) any fee required by the Owners Corporation in connection with the work has been paid; and

(i) all reasonable fees requested by the Owners Corporation have been paid for:

(i) reviewing the proposal (including legal and consultant's fees);

THE OWNERS - UNITS PLAN NO. 4769 Common Seal

(ii) convening any relevant meeting (including the Managing Agent's fees); and

(iii) registering the relevant rule.

24.4 Access to Common Property

Owners who have received approval to carry out Major Renovations may access all relevant parts of Common Property for such reasonable time as may be necessary to carry out the work (or for such time as nominated in an approval).

24.5 Conditions when carrying out Major Renovations

When carrying out Major Renovations, Owners must:

(a) comply with the reasonable requirements of the Owners Corporation and the conditions in any consent from the Owners Corporation;

(b) ensure the work is carried out in a competent and proper manner;

(c) use only qualified and, where appropriate, licensed tradesmen;

(d) ensure the work is carried out without undue delay;

(e) ensure no materials, tools, rubbish or debris are left lying on Common Property;

(f) cause as little disturbance as is practicable to other Owners;

(g) ensure any damage caused to any part of the Common Property by carrying out the work is repaired;

(h) ensure any damage to the property of another Owner by carrying out the work is repaired; and

(i) ensure the work is only carried out within the times permitted by any Development Consent or if there is no Development Consent within times reasonably prescribed by the Owners Corporation.

24.6 Completion of Major Renovations

On completion of Major Renovations, Owners must:

(a) ensure all rubbish and debris caused by the work is removed from the Building and environs;

(b) ensure Common Property is left clean and tidy;

(c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the work;

(d) if required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the completed work does not impact on the structural integrity of the Building; and

(e) if required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the completed work complies with all approvals and consents.

24.7 Work must comply with Laws and requirements of Authorities

Owners who have carried out Work must ensure the completed work complies with the requirements of all Laws and Authorities and does not result in the Owners Corporation breaching a Law or the requirement of a Authority.

THE OWNERS - STRATA PLAN [illegible]
Common Seal

24.8 Indemnity

Owners who have carried out Work agree to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses, expenses and damages incurred by the Owners Corporation:

(a) as a result of the work (including costs to approve the work); and

(b) arising out of damage to property (including Common Property) or injury to persons as a result of the work or resulting from the work once completed.

24.9 Right of Owners Corporation to remedy

At its election, the Owners Corporation may:

(a) perform an obligation relating to the carrying out of Work which an Owner has failed to perform within a reasonable time after written notice from the Owners Corporation;

(b) enter any part of a Lot to carry out a Function in this rule; and

(c) recover its costs incurred in carrying out its Functions in this rule (including legal costs and disbursements on an indemnity basis) as a debt due and owing to the Owners Corporation, together with interest, such interest being payable on demand and calculated on daily balances at the same rate as interest on unpaid levies under the Management Act.

24.10 Future alterations to Work

Owners must not make alterations, additions or modifications to Work, once completed, without following the procedures in this rule.

24.11 Work not permitted to remain

Owners may not keep on their Lot or Common Property Work which has not been approved in accordance with this Section.

24.12 Development Consent

Consent by the Owners Corporation to a Development Application must not be regarded as consent by the Owners Corporation to carry out the Work the subject of the Development Application.

25. GENERAL

25.1 Occupiers

(a) References in this Section to "Owner" do not include the Occupier of the Lot.

(b) Occupiers are not permitted to, and must not, carry out Work of any kind.

25.2 Original Owner

Other than as required by the Legislation, the provisions of this Section do not apply to the Original Owner.



[redacted]

26. BUILDING MANAGEMENT STATEMENT

26.1 What the Building Management Statement is about

The Building Management Statement the subject of this rule:

(a) governs the relationship between the Owners Corporation and the other parties to the Building Management Statement in connection with the management of the buildings the subject of the statement and the Shared Facilities; and

(b) contains rules in connection with the Shared Facilities.

26.2 Rules

The Owners Corporation must do what is reasonable (including passing the relevant resolutions in general meeting to cure any inconsistency) to ensure none of the Rules are inconsistent with the terms of the Building Management Statement.

26.3 Power to enter into the Building Management Statement

The Owners Corporation has the power to enter into the Building Management Statement and to appoint a Representative and Substitute Representative on the Building Management Committee.

26.4 Representative of the Building Management Committee

(a) The Owners Corporation must at all times have a Representative or Substitute Representative on the Building Management Committee, whose identity shall be as determined by rule 26.4(b).

(b) Subject to the provisions of rule 26.4(e), the Representative and Substitute Representative must be one of the members of the Executive Committee. The Executive Committee must appoint one of its members to be its Representative and Substitute Representative on the Building Management Committee and has the power to terminate those appointments and to make fresh appointments at meetings of the Executive Committee, as the Executive Committee considers appropriate.

(c) The Executive Committee must give all necessary directions to the Representative and Substitute Representative to enable those parties to perform their duties as the Representative and Substitute Representative of the Owners Corporation at meetings of the Building Management Committee.

(d) The Representative and Substitute Representative must abide by the decisions and directions of the Executive Committee (or the Owners Corporation in general meeting) when performing their respective Functions as the Representative and Substitute Representative of the Owners Corporation at meetings of the Building Management Committee.

(e) Unless and until the Owners Corporation receives written notice from the Original Owner that it does not require its nominee to be the Owners Corporation's Representative and Substitute Representative on the Building Management Committee, the Owners Corporation's Representative

THE OWNERS - UNITS PLAN No. [redacted]
Common Seal

and Substitute Representative on the Building Management Committee shall be nominees of the Original Owner.

26.5 Consent of the Building Management Committee

(a) The granting of consent to an Owner under the rules to the doing of an act is not to be regarded as consent from the Building Management Committee to the act.

(b) If the consent of the Building Management Committee is required to the doing of an act, then the Owners Corporation or an Owner who wishes to do the act must procure the consent of the Building Management Committee before doing the act.

26.6 Compliance with the Building Management Statement and the directions of the Building Management Committee

The Owners Corporation and every Owner must comply with:

(a) their respective obligations in the Building Management Statement; and

(b) the directions of the Building Management Committee and the Facilities Manager given in the proper exercise of their respective Functions under the Building Management Statement.

26.7 Shared Facilities

(a) In respect of a Shared Facility which is located on Common Property, the Owners Corporation:

(i) must comply with the terms of the Building Management Statement so far as it relates to that Shared Facility; and

(ii) must not restrict access to that Shared Facility by any party who is entitled to access under the Building Management Statement.

(b) In respect of a Shared Facility which is located within a Lot, the Owner of that Lot:

(i) must comply with the terms of the Building Management Statement so far as it relates to that Shared Facility; and

(ii) must not restrict access to that Shared Facility to any party who is entitled to access under the Building Management Statement.

26.8 Building Management Committee to assume some Functions

In circumstances where a rule applies to a certain activity (such as security keys (rule 4), moving and deliveries (rule 5) and waste disposal (rule 7) and that activity is also regulated by the Building Management Statement, then:

(a) those activities are regulated by the Building Management Statement rather than these rules; and

(b) the relevant Function is the responsibility of the Building Management Committee rather than the Owners Corporation.

THE OWNERS - UNITS PLAN NO. 4769 Common Seal

27. ABOUT THE RULES IN THIS SECTION

27.1 What Common Property Rights Rules do

(a) A Common Property Rights Rule confers on the Owner of the Lot the subject of the rule:

(i) a right of exclusive use and enjoyment of the whole or a specified part of the Common Property; or

(ii) special privileges in respect of the whole or a specified part of the Common Property.

(b) An Owner with the benefit of a Common Property Rights Rule may allow the Occupier of their Lot to exercise the rights of the Owner under the rule. The Owner remains responsible to the Owners Corporation to comply with the rule.

(c) A Common Property Rights Rule, so far as it relates to a Lot, may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the consent of the Owner of the Lot.

(d) The approval of the Owner with the benefit of a Common Property Rights Rule must be obtained to the creation of an Easement which affects or relates to the Common Property the subject of the rule. Approval must not be unreasonably withheld if the proposed Easement does not impact adversely on the rights of the Owner under the rule or the Owner's use of the Common Property the subject of the rule.

27.2 Inconsistency with other rules

If there is inconsistency between a Common Property Rights Rule and any other rule, the Common Property Rule prevails to the extent of the inconsistency.

28. EXCLUSIVE USE AND SPECIAL PRIVILEGES

28.1 Common Property Rights Table

(a) Section 9 contains the Common Property Rights Table which:

(i) describes the exclusive use rights and special privileges;

(ii) identifies those Lots for which the Owner has an exclusive use right or special privilege;

(iii) identifies the party with the maintenance and repair responsibility in respect of those rights and privileges.

(b) Reference to a "column" is a reference to a column in the Common Property Rights Table.

28.2 Exclusive use and special privilege

The Owner of the Lot identified in column 3 has the exclusive use rights or special privileges described in column 2.

28.3 Maintenance and repair

THE OWNERS - UNITS PLAN Common Seal

(a) The party identified in column 4 is responsible for the proper maintenance of and keeping in a state of good and serviceable repair, Common Property the subject of the exclusive right or special privilege.

(b) Where the Owners Corporation has the maintenance and repair responsibility:

(i) in accordance with its right to do so under section 30 of the Management Act, the Owners Corporation may charge a fee to each Benefited Lot Owner who has the exclusive use right or special privilege in the manner provided by this Section;

(ii) if there is more than one Benefited Lot, each Benefited Lot Owner must pay that fee according to the proportion the unit entitlement of its Lot bears to the aggregate unit entitlement of all Lots having the exclusive use or special privilege; and

(iii) the Owners Corporation must determine and recover the monies in the manner provided by rule 29.

(c) Unless specified otherwise, the Owners Corporation is responsible for the structural maintenance and repair of Common Property the subject of the exclusive use or special privilege.

(d) Unless specified otherwise, a Benefited Lot Owner who has carried out Works is responsible for the proper maintenance of and keeping in a state of good and serviceable repair, those Works.

28.4 Other obligations

(a) A Benefited Lot Owner with the responsibility for the maintenance and repair of an item of Common Property must:

(i) regularly clean the item;

(ii) keep it in a state of good and serviceable repair;

(iii) replace it when it is appropriate to do so, either from a practical, aesthetic or safety perspective;

(iv) where it would be usual or good practice to do so, have in place a maintenance contract for the item;

(v) where it would be usual or good practice to do so, or the requirement of a Law or an Authority to do so, cause to have prepared the required certificates for the item;

(vi) insure the item;

(vii) pay all electricity costs (where relevant) and water meter costs (where relevant) in connection with the item; and

(viii) comply with the requirements of, and notices issued pursuant to or by, all Laws and Authorities in connection with the item.

(b) Except as permitted by this rule, nothing in this Section gives a Benefited Lot Owner the right to make alterations, additions or changes to Common Property.

28.5 Rights

A Benefited Lot Owner has the following additional special privileges:

(a) to renew or replace the item with an item of an identical style, size, shape, colour and in an identical position as the original item;

THE OWNERS - UNITS PLAN NO. 4769 Common Seal

(b) to access all relevant parts of Common Property for such time as may be necessary for the purposes of carrying out a Function in these rules; and

(c) to penetrate all relevant parts of Common Property for the purposes of carrying out a Function in this Section.

28.6 Consent of the Owners Corporation

If the consent of the Owners Corporation is required before a Benefited Lot Owner can carry out a Function in a rule:

(a) the Owners Corporation may not unreasonably withhold its consent; and

(b) the role of the Owners Corporation is procedural only and the Owners Corporation does not take responsibility for the adequacy or appropriateness of a consent it may grant.

29. PROCEDURES FOR COST RECOVERY BY OWNERS CORPORATION

29.1 When this rule applies

This rule applies if rule 28.3(b) applies.

29.2 Obligations of Owners Corporation

(a) At each annual general meeting, the Owners Corporation:

(i) must estimate how much money it will need to meet its obligations for the 12 months following the meeting; and

(ii) based on those estimates must make a determination of the amount to be paid by each Benefited Lot Owner in accordance with rule 28.3(b).

(b) When preparing the estimates, the Owners Corporation may include an amount to cover the estimated long term expenditure.

(c) Following each annual general meeting, the Owners Corporation must give each Benefited Lot Owner regular invoices for the 12 month period following the meeting based on the determination made at the meeting.

(d) Invoices to each Benefited Lot Owner for each 12 month period:

(i) must be based on the determination made at the relevant meeting; and

(ii) must set out the time for payment (which must be in advance and which may be either quarterly at the same time as contributions to the administrative fund and the capital works fund or such other period as reasonably determined by the Owners Corporation).

(e) If expenditure for a 12 month period exceeds the amount determined for that period, then the Owners Corporation may issue additional invoices to cover that expenditure.

(f) If expenditure for a 12 month period is less than the amount determined for that period, then at the direction of the majority of Benefited Lot Owners, the Owners Corporation may reimburse the overpayment in the same proportions as the payments were made.

(g) The Owners Corporation:

(i) must deposit in the appropriate account the amounts collected for

THE OWNERS - UNITS PLAN No. 4769 Common Seal

(ii) must keep proper records and books of account of matters in connection with its obligations in this Section; and

(iii) if an auditor is appointed, must have the income and expenditure the subject of this Section audited in the same manner as other expenditures of the Owners Corporation.

29.3 Obligations of Benefited Lot Owners

(a) Each Benefited Lot Owner:

(i) must pay the Owners Corporation on time each invoice issued to it by the Owners Corporation under this Section;

(ii) must give the Owners Corporation access to the Common Property Items to enable the Owners Corporation to carry out its Functions in this Section and otherwise as required by the Management Act; and

(iii) must indemnify the Owners Corporation and keep it indemnified for all costs incurred by the Owners Corporation in carrying out its Functions in this Section in the same proportion it is required to contribute to the cost of the Common Property Item.

(b) A Benefited Lot Owner must pay interest on each invoice which remains unpaid by it at the end of one month after it becomes due for payment at the same rate and in the same manner as unpaid contributions levied by the Owners Corporation.

29.4 Rights of Owners Corporation

The Owners Corporation may recover as a debt due and owing in any court of competent jurisdiction (together with interest and legal costs and disbursements on an indemnity basis) any invoice which remains unpaid at the end of one month after it becomes due for payment.

29.5 Purchasers

If a person becomes the Owner of a Benefited Lot at a time when the former Owner is liable to pay money to the Owners Corporation under this Section, the person who becomes the new Owner is jointly and severally liable with the former Owner to pay the money to the Owners Corporation.

THE OWNERS - UNITS PLAN No. 4769
Common Seal

30. ABOUT THE RULES IN THIS SECTION

30.1 The Rules in this Section are in addition to the standard Default Rules and these Rules.

Recovery of Legal Fees

If the Owners Corporation incurs legal fees as a result of the conduct of a Lot Owner (including the recovery of a debt owed to the Owners Corporation) the Lot owner shall be liable to pay to the Owners Corporation the amount of the legal fees incurred by the Owners Corporation in undertaking legal action against the Lot owner.

Airconditioning

(a) All Lot owners will be responsible for the repair and maintenance of the air conditioning system that services their Lot, notwithstanding the fact that part of the air conditioning plant may be located on the Common Property.

(b) The Owners Corporation will not be responsible for contributing to the repair and maintenance of the air conditioning plant except where it services the Common Property.

(c) The Lot owners must ensure individual air conditioning units are maintained on a regular basis to manufacture's specifications so as to minimise noise disturbance to other occupiers.

Load Limits

A Lot owner must not overload any floors or balconies and observe the maximum floor loading and any maximum load limits in the Common Property and within their Lot.

Contracts

The executive committee is delegated the authority to enter into contracts on behalf of the owners corporation for a term not exceeding 3 years in duration.

Protection of Lifts and Common Property

In addition to the provisions of clause 5 in relation to the movement of goods, any damage caused by Lot Owner or Occupier to the common property and the costs incurred by the Owners Corporation in repairing that property will be invoiced directly by the Owners Corporation to the Lot Owner.

THE OWNERS - UNITS PLAN No. 4769 Common Seal

31. DICTIONARY

31.1 Meaning of terms

In these rules, these terms (in any form) mean:

Animated Sign includes mechanical moving signs, moving "LED" signs, video/television screens, projected laser signs and other flashing, intermittently illuminated or sequenced lighting signs.

Assistance Animal is a dog or other animal:

(a) accredited by a prescribed animal training organisation; or

(b) trained to assist to alleviate the effect of a disability.

Authority means a Governmental Agency or a statutory, public or other authority having jurisdiction over the Building.

Balcony includes balconies, terraces, courtyards, roof top gardens and similar areas comprising part of or attached to a Lot.

Benefited Lot means a Lot having the benefit of a Common Property Rights Rule/Special Privilege.

Benefited Lot Owner means the Owner of a Lot with the benefit of a Common Property Rights Rule/Special Privilege.

Benefited Party means a person or body corporate with the benefit of an Easement.

Building means the building or buildings the subject of the Units Plan.

Building Management Committee means the building management committee constituted on registration of the Building Management Statement.

Building Manager means the party (if any) appointed by the Owners Corporation as building manager.

Building Work means either Cosmetic Work, Minor Renovations or Major Renovations.

Business Day means a day on which banks in the Australian Capital Territory are open for business but does not include a Saturday or a Sunday.

Rule Instrument means these rules as registered over the Units Plan within three months of the passing of a special resolution in accordance with the Management Act.

Rules means the rules in place from time to time for the Building.

Car Park means that part of the Building containing the area for the parking of Vehicles.

Car Space means that part of the Building designed for parking cars and includes a Lot marked a car space on the Units Plan and any part of a Lot marked as a car space on the Units Plan.

Common Property means so much of the Parcel as from time to time is not comprised in a Lot.

Common Property Rights Rule means an exclusive use and special privilege rule made in accordance with the Management Act.

THE OWNERS - UNITS PLAN No. 4769
Common Seal

Common Property Rights Rule Work means work carried out to Common Property pursuant to a right to do so under a Common Property Rights Rule.

Common Property Rights Table is the table in Section 9.

Complex means the building known as Midnight of which two Units Plans form part.

Cosmetic Work means:

(a) work within the internal airspace of a Lot which does not impact on Common Property; and

(b) minor penetrations in, or attachments to, Common Property including:

(i) installing or replacing hooks, nails or screws for hanging paintings and other things on walls;

(ii) installing or replacing handrails;

(iii) painting;

(iv) filling minor holes and cracks in internal walls;

(v) installing or replacing built-in wardrobes; and

(vi) installing or replacing internal blinds and curtains, in accordance with clause 8.2(c).

Development Act means the *Unit Titles Act 2001* (ACT).

Development Application means an application for a development consent made under the *Planning and Development Act 2007* (ACT) and includes all amendments and variations to an application.

Development Consent means a consent to a Development Application issued under the *Planning and Development Act 2007* (ACT) and includes all amendments and variations to a consent.

Developer Control Period has the meaning given to the term by the Management Act.

Easement means an easement or restrictive covenant burdening or benefiting Common Property.

Equipment includes cables, plant, machinery, equipment and security devices.

Executive Committee means the committee appointed by the Owners Corporation in accordance with Part 4 of the Management Act.

Facilities Manager means the facilities manager appointed by the Owners Corporation.

Fee means a fee payable.

Function means right, duty or obligation.

Goods includes items requiring transport in the nature of plant, machinery, Equipment, furniture, appliances, boxes, merchandise, materials, domestic and commercial waste, refuse and garbage (including associated receptacles) but excludes baby strollers, shopping bags on wheels, prams, luggage, wheelchairs and items of a personal nature.

Governmental Agency means a governmental, semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or other similar entity.

THE OWNERS - UNITS PLAN No. 3769
Common Seal

Grease Arrester means that part of the Common Property comprising the grease arrester and all associated Services Apparatus.

Invitee means a person in the Building at the invitation of, under the control of or with the permission of (whether express or implied) the Owners Corporation or an Owner.

Law includes a requirement of a statute, rule, regulation, proclamation, planning instrument, ordinance or rule, present or future, whether state or federal.

Legislation means the Management Act and the Development Act or as the context requires.

Lot means a lot in the Units Plan and otherwise has the meaning given to it by the Development Act.

Major Renovations means all work which is not Cosmetic Building Work or Minor Renovations and includes:

(a) work involving structural changes;

(b) work which may or are likely to impact on or affect the structural integrity of the Building;

(c) work that detrimentally affects the safety of a Lot or Common Property, including fire safety systems;

(d) work or the erection of a structure on a Lot that changes the external appearance of that Lot which is visible from outside that Lot;

(e) work involving waterproofing or the plumbing or the exhaust system in the Building;

(f) work or alterations which are likely to interfere with services in the Building;

(g) the erection of a structure on Common Property;

(h) work that changes the colour of external surfaces of a Lot or the Building (including those on the Balcony attached to a Lot);

(i) work to the Balcony attached to a Lot (such as, by way of example only, enclosing it or changing security screens, railings or balustrades);

(j) work which may or is likely to impact on or affect the structural integrity of the Building; and

(k) work for which consent or another approval is required under any Act other than the Management Act.

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

Managing Agent means the person appointed by the Owners Corporation under Division 4.2 of the Management Act.

Minor Renovations means:

(a) renovating a kitchen;

(b) changing recessed light fittings;

(c) replacing or altering floor coverings;

(d) installing or replacing wiring or cabling or power or access points;

(e) work involving reconfiguring walls;

THE OWNERS - UNITS PLAN No. 4769 Common Seal

(f) installing a rainwater tank;

(g) installing a clothesline;

(h) installing a reverse cycle split system air conditioner;

(i) installing double or triple glazed windows;

(j) installing a heat pump;

(k) installing ceiling insulation; and

(l) the installation of fixtures (such as hooks) to the external surfaces of a Lot or the Building provided that such work does not involve structural changes, does not alter the external appearance of that Lot which is visible from outside that Lot, and is not waterproofing.

Occupier means a person in lawful occupation for the time being of a Lot (not being the Owner of the Lot).

Original Owner means the registered proprietor of the Lots at the time of registration of the Units Plan.

Owner means the person for the time being recorded in the Register as entitled to an estate in fee simple in the Lot.

Owners Corporation means the owners corporation constituted on registration of the Units Plan.

Parcel means the land comprising the Lots and Common Property the subject of the Units Plan.

Pet Register means the pet register the subject of rule 18.1.

Real Estate Services means the provision by the Building Manager to those Owners who elect to use them services associated with the letting, managing and sale of Lots.

Register means the register kept by the Registrar-General at ACT Titles Office.

Removalist means a party engaged by an Owner to assist in transporting Goods on Common Property: the expression includes the Owner if they transport the Goods themselves.

Rental Agreement means an agreement under which an Occupier occupies a Lot.

Representative means the representative appointed by the Owners Corporation to the Building Management Committee.

Restricted Matter means a matter or class of matter:

(a) which in accordance with the Legislation may only be determined by the Owners Corporation in general meeting; or

(b) which has been determined by the Owners Corporation in general meeting as being a matter or class of matter which may only be determined by the Owners Corporation in general meeting.

Rule means a rule made by the Owners Corporation in accordance with rule 10 (as it may be amended or changed) and these Rules are in addition to the Default Rules under the Management Act, and to the extent of any inconsistency these Rules prevail to the extent of any inconsistency.

THE OWNERS - UNITS PLAN NO. 4769
Common Seal

Security Deposit means a bond provided to the Owners Corporation by an Owner in accordance with rule 5.3(a).

Security Deposit Amount means the monetary amount of the Security Deposit as determined by the Owners Corporation from time to time.

Security Key means a key, magnetic card, remote control or other device used to open and close doors, garage doors, gates or locks or to operate alarms, security systems or communication systems in the Building.

Service means water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, air, ducted air, air-conditioning, garbage, telephone, telecommunications, television impulses or signals, radios impulses or signals or any other prescribed service.

Service Contract means a contract for the provision of services to the Owners Corporation.

Service Provider means the party providing the services under a Service Contract.

Services Apparatus means:

(a) any wire, cable, pipe, drain, duct, line, flue, riser or chute through which a Service passes;

(b) any item of plant or equipment in which a Service is generated, contained or stored (by way of example, motors, storage tanks, cooling towers and air-conditioning units); and

(c) any item of plant or equipment in which a Service is cleaned or filtered.

Shared Facilities means the services and facilities in the Building which are located in one part of the building and which are accessed and used by Members and Parties of other parts of the Building.

Sign includes a sign, light, advertisement, name, notice, placard, banner or other similar item about a product, service or activity and includes a sign that advertises a Lot for sale or to let.

Storage Space means that part of the Building designed for storage purposes: it includes a Lot or any part of a Lot marked as storage on the Units Plan and any part of a Lot designed for storage.

Building Management Statement means the Building Management Statement for the Complex.

Managing Agent means the person appointed by the Owners Corporation under section 49 of the Management Act.

Units Plan means the Units Plan to which these rules relate and has the meaning given to it by the Management Act.

Substitute Representative means the substitute representative appointed by the Owners Corporation to the Building Management Committee.

Vehicle includes motor cars, motor bicycles, bicycles, boats, caravans, trucks and trailers.

Waste means garbage refuse and waste.

Work means:

(a) Cosmetic Work;

(b) Minor Renovations; and

(c) Major Renovations.



32. INTERPRETATION

32.1 Undefined words

Undefined words in these rules have the same meaning as they do in the Management Act.

32.2 Interpretation

Reference to:

(a) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and rules issued under the later legislation;

(b) a thing includes the whole or each part of it; and

(c) the singular includes the plural and vice versa.

32.3 Headings

Headings do not affect the interpretation of the rules.

32.4 Severance

(a) Subject to rule 32.4(b):

(i) if a rule is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, the provision must be read down;

(ii) if, despite rule 32.4(a)(i) a rule is still void, voidable, unenforceable or illegal and the rule would not be void, voidable, unenforceable or illegal if words were severed, those words must be severed; or

(iii) in any other case, the whole rule must be severed.

(b) If an event under rule 32.4(a) occurs, the remainder of these rules continue in full force and effect.

32.5 Meaning of Owner

When used in a rule, Owner includes Occupier unless the rule expressly states otherwise or direct reference is made to Occupier.

THE OWNERS - UNITS PLAN No. 4769 Common Seal

Midnight

Canberra Strata

MINUTES OF ANNUAL GENERAL MEETING

MIDNIGHT RESIDENTIAL UNITS PLAN 4769

Held: **5:30pm, Tuesday 17 August 2021**

At: **Canberra Strata, 2 Kennedy Street, KINGSTON**
And via Zoom teleconference link

THE OWNERS - UNITS PLAN No. 4769
Common Seal

Midnight

Canberra Strata

1) Meeting Administration

In accordance with Schedule 3, Part 3.1, Section 3.13 (1) of the Unit Titles (Management) Act 2011 (UTMA), Ms Seaborn assumed the role of Chair and opened the meeting at 5.30pm.

OWNERS PRESENT (REPRESENTATIVES OF LOT NUMBER):

LOT 10 - Ms. L. Dwyer
LOT 14 - Mr. W. Espie
LOT 20 - Ms. Y. Chee & Mr. R. Rennie
LOT 30 - Mr. A. Storey
LOT 81 - Mr. J. Iseppi
LOT 136 - Mr. R. Jackson
LOT 144 - Ms. V. Apoutou
LOT 146 - Ms. J. Ha
LOT 147 - Mr. M. Holmes
LOT 158 - Ms. T. McWade
LOT 161 - Mr. R. Dalton
LOT 163 - Mr. L. Rocha
LOT 205 - Ms. J. Seaborn
LOT 206 - Ms. I. Atmosukarto
LOT 210 - Ms. R. Armstrong
LOT 212 - Mr. R. Mullins
LOT 228 - Ms. A. Barnard

THE OWNERS - UNITS PLAN No. 4[illegible]
Common Seal

Midnight

Canberra Strata

CANBERRA STRATA REPRESENTATIVES:

Ms. H. Gullett, Ms. E. Morella, Mr. F. Morella, Mr. S. Norgrove, Ms. K. Taylor

APOLOGIES:

LOT 229 - Mrs. E. Moore & Mr. R. Moore

PROXIES:

No Proxies

ABSENTEE VOTES:

LOT 200 - Ms. J. Darbyshire & Mr. O. Linfoot
LOT 229 - Mrs. E. Moore & Mr. R. Moore

QUORUM

The Chair noted a standard quorum was not present, however the meeting would proceed at 6pm with a reduced quorum in accordance with Schedule 3, Part 3.1, Section 3.9 (2) of the UTMA.

OPENING

The Chair welcomed owners and made an Acknowledgement of Country.

We would like to acknowledge the Ngunnawal people who are the traditional custodians of this land on which we are meeting and pay respect to the Elders of the Ngunnawal Nation both past and present. We wish to acknowledge and respect their continuing culture and contributions. We also extend that respect to Aboriginal and Torres Strait Islander peoples who may be at this meeting today.

At 6.00 pm the Chair declared that the meeting was open and would proceed with a reduced quorum.

2) Minutes of the Previous Annual General Meeting

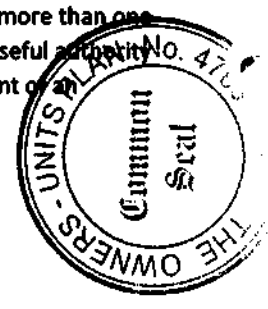
a) **MOTION 1**:

"That the minutes of the General Meeting held on 23 March 2021 be confirmed as an accurate record of that meeting."

CARRIED

b) The Chair reported on Business Arising from the Minutes
   i) Shared Facilities (pool, gym, sauna) - the OC exercised its right under the Shared Facilities Deed to confirm a further term of five years.
   ii) Building Management Statement (BMS):

   As Midnight was registered prior to new legislation requiring a BMS for buildings with more than one units plan, there is no requirement for a BMS, however the advice is that it may be a useful activity moving forward. The Executive Committee will continue to assess the value and content of an appropriate BMS.



iii) NBN:

The Strata Manager has been working on getting the building approved for NBN connection. An application is pending.

i) Carpark access remotes

The EC reviewed a previously-denied request from an owner for an additional remote for carpark access and spoke directly with the owner. Since the owner already had access using their existing access remote, the EC did not consider that there were any extenuating circumstances which gave rise to the need for an additional remote and reaffirmed its policy of one car park access remote per car space.

3) General Business

a) REPORTS

(i) Executive Committee Report – (Ms Seaborn)

HIGHLIGHTS SINCE LAST AGM

a. Formed Executive Committee including office bearers
b. Established sinking fund
c. Operated within budget
d. Financial audit completed
e. Established ongoing engagement with Commercial UP
f. Revised Midnight OC Rules
g. Market testing and procurement for
    i. Strata Manager/Building Manager
    ii. Residential cleaning
h. Carried out significant basement garage clean up
i. Renewed Shared Facilities Agreement
j. Managed a major power outage
k. Removed basement mechanic workshop

GOVERNANCE

a. Meetings
    - The EC met formally three times after being elected at the last AGM in March, either in person or via zoom, as well as many informal interactions and meetings.
b. Communications
    - Increased usage of MyCommunity and direct emails with key information for owners, such as minutes from EC meetings.
    - Encourage owners to get in touch with the strata manager in the first instance as most inquiries can be resolved quickly.

c. Levies
    - OC must resolve to strike levies before notices can be issued.
    - The Chair thanked owners for paying their levies promptly after the last AGM in March, noting there was a bit of confusion amongst owners who had not attended the AGM or read their minutes about the fact that there would be three notices in quick succession. These three levy notices should all have been paid by now, and owners were asked to make payment ASAP if not.

d. Shared Facilities Agreement
    - Renewed agreement and currently negotiating budget

THE OWNERS - UNITS PLAN NO. 4709 Common Seal

Midnight

Canberra Strata

BUILDING

a. New Building Manager.
b. Ongoing hard waste and rubbish disposal challenges were addressed through a basement garage clean-up which saw a significant volume of items removed.
c. Progressively replace the foyer areas on each floor with carpet tiles of commercial quality to address trip hazards, for longevity and so that spills and damage can be dealt with more cost effectively.
d. Power outage.
e. Lack or slow hot water will be addressed by adjusting individual temperature of units.
f. Mechanics workshop in basement removed.
g. Front driveway and footpath are badly damaged, deliveries addressed.
h. COVID-19 lockdown assistance.

SAFETY AND SECURITY

a. CCTV placement
b. Parcel lockers will be installed after lockdown
c. Mobile phone signal boosters to enable emergency calls in the basement
d. Carpark roller door coming

ADMINISTRATION

a. Significant Contracts
    - Strata contract
        - The EC conducted a comprehensive Request for Tender process inviting the incumbent and three other leading strata managers to participate.
    - Cleaning contract
        - The EC approved the quotation submitted by Norris Cleaning.
        - As a result of this process annual cleaning costs for the residential property will be reduced by around $40,000. We expect the new cleaners will start in September, COVID-19 restrictions pending.
b. Insurance advice - Residents should have their own contents insurance to ensure coverage for personal items stored in storage locker facilities.
c. Pet applications - Residents are required to complete an application and all pets must be on the Midnight pet register.
d. Owner/Resident details - It is a requirement of the UTMA that we keep details of all owners and occupiers. Please ensure your information is up to date.
e. City buildings coop.
f. COVID-19 lockdown assistance.

LOOKING AHEAD

a. Finalising new strata agreement
b. Finalising Shared Facilities Agreement budget
c. Installation of:
    - parcel lockers
    - carpark roller door
    - basement mobile boosters
    - new carpet in the lift foyers
d. Remediation of driveway/footpath and bollards
e. Continuing to work cooperatively with our developer/builder on any maintenance issues
f. Register revised OC Rules

THANK YOU

- EC Members



- Chair - Jane Seaborn
- Treasurer - Rebecca Armstrong
- Secretary - Rionel Hernandez
- Jess Ha
- Richard Moore
- Robert Mullins
- Reece Vlazlovski

- Building Manager
  - Paull English and Dom Davidson at Midnight Hotel for their ongoing assistance in managing the day to day running of the building, and especially to the Hotel team for their help during the blackout.

- Canberra Strata (formerly Raine and Horne Strata)
  - Frank Morella, Emily Dean, Holly Gullett, Shaun Norgrove, Karin Taylor and Ella Morella

(ii) Treasurer's Report (Ms R Armstrong)

2020/2021 FINANCIAL YEAR SUMMARY - 1

Due to the shortened FY and quick levy succession, current balance of:

- Administrative fund is $136,000, with invoices imminent for Parcel Lockers, maintenance contracts and
- Sinking fund is $224,000
- Currently $55,000 arrears, please ensure your levy payments are up to date (three levies were issued in April, May and June)

2020/2021 FINANCIAL YEAR SUMMARY - 2

Expenditure on:

- Body corporate management ($57k)
- Building management ($57k)
- Cleaning Services ($75k)
- Lift Maintenance ($35k)
- Shared Facilities ($86k)
- Forensic Building Defect report ($24k)
- Parcel Locker purchased, cost to fall due 21/22 FY
- Variances predominantly due to payable date, and late payments due to late AGM and shortened FY

2020/2021 FINANCIAL YEAR SUMMARY - 3

- Audited financial statements requirement under Unit Titles Act 2001
- Kelly + Partners have audited financial statements since initial building registration
- Findings:
  - Financial reports presented fairly
  - Matters:
    - Shared Facilities Management Deed – budget review underway
    - Insurance costs – underpayment from Commercial, to be recovered
    - Electricity – ACTEW did not provide a bill for previous two Financial Years
    - Water – Icon issues raised last week

2020/2021 FINANCIAL YEAR SUMMARY - 4

- Full financial year, from 1 July 2021 to 30 June 2022
- Budget of $552,894 set for Administrative/General fund



- Budget of $89,200 set for Sinking fund/Capital fund; however $277,368 to be raised in accordance with sinking fund requirements
- Each unit plan will be required to pay four contributions between now and 30 June 2022, pending approval at AGM:
    - 14 September 2021
    - 4 December 2021
    - 4 March 2022
    - 4 June 2022

SINKING FUND

- Midnight's sinking fund plan was completed Nov 2020 by Solutions in Engineering
- Highlights from sinking fund plan:
    - Whilst closing balance in 15th year is $2mil, this is eroded quickly in years 15-20, due to concrete maintenance, important to continue contribution, and review in 5yrs + add any additional capital works
    - All shared services have been divided across units plans, and efficiencies may be found in completing maintenance as a joint partner
    - Carpet expenditure may need to be brought forward due to carpet quality issues identified in Y2

OPERATIONAL EXPENDITURE - Total Administrative Fund Budget $552,894.00

Key expenses:

- Insurance
- Body corporate management
- Building maintenance/management
    - Cleaning – new supplier, reduced cost
    - Building management – new supplier, reduced cost
- Water
- Shared Facilities – budget under review/negotiations

CAPITAL EXPENDITURE - Total Capital Fund Budget $89,200 – to be expended/$277,368 to be raised

Key expenses:

- Parcel lockers – ordered
- Extension of mobile service – additional cost when pricing sought
- Floor coverings – carpet replacement – key/damaged floors
- Sinking fund plan year 2 contribution and maintenance (waterproofing repairs, building exterior maintenance)

JUL 2021/ JUN 2022 Contributions

Four equal payments, with respect to your unit entitlement amounts on:

- 14 September 2021
- 4 December 2021
- 4 March 2022
- 4 June 2022

The Treasurer noted to Owners that the EC is appreciative of prompt payment, but in case this is not achievable, please contact Canberra Strata to arrange a payment plan.

OUTSTANDING/ONGOING TREASURER ACTIVITIES

- Review of outstanding contractual arrangements
- Ongoing monitoring of invoice approvals
- Monitoring budget, arrears



- Providing advice on budget available for maintenance
- Sinking fund, Unit Titles Act and auditor compliance
- Preparing next FY budget, including items deferred
- Reviewing quotes
- Estimated: 6 hours per month work ongoing

b) FINANCES

i) FINANCIAL STATEMENTS to 30 June 2021

MOTION 2:

"That the financial statements for the period 4 November 2020 to 30 June 2021 be accepted as presented."

CARRIED

ii) STATEMENT FROM THE AUDITOR

The Treasurer advised that the financial records of UP4769 had been audited in accordance with Schedule 2, Section 2.1 (1) (g) of the UTMA and the statement from the Auditor would be reviewed by the EC and posted on the MyCommunity portal.

iii) PROPOSED BUDGETS

1) Executive Committee Honorarium

The Treasurer detailed the demands on the Executive Committee to run a large, high-quality property focussing on maintaining and enhancing the value of the asset for the Owners Corporation. Throughout the past 18 months, this has meant significant time and resources to be invested by members of the Executive Committee to administer the complex affairs of a building with 230 units in a mixed use development. The Executive Committee believes that it is important to ensure the continuation of the extensive time and effort needed to administer the affairs of UP4769 to a high standard. To appeal to individuals with appropriate skills and commitment to stand for election to the EC in the future, and to recognise EC members for the considerable time and resources they need to commit, it was proposed that an honorarium be applied in the form of a discount to levies.

MOTION 3:

"That in recognition of the significant investment of time and resources required by elected members of the Executive Committee to administer the affairs of UP4769 to a high standard on behalf of the Owners Corporation, an honorarium will be granted to Executive Committee members in the form of a discount on the annual levies payable by those EC members as follows: at a rate of 20% for the Chair, Treasurer and Secretary and 5% for up to four general members of the EC. The discount for the whole year will be applied in the last quarter of the financial year following confirmation of contributions by the full EC prior to the discount being applied."

CARRIED

2) Administrative and Sinking Fund Budgets to 30 June 2022 (Attachment 3)

MOTION 4:

"That the proposed Administrative Fund budget of $552,894.00 ex GST be accepted."

CARRIED

MOTION 5:

THE OWNERS UNITS PLAN NO. 4769 Common Seal

"That the proposed Sinking Fund budget of $89,200.00 ex GST be accepted."

CARRIED

iv) Administrative and Sinking Fund Levy Contributions (Attachment 3)

MOTION 6:

"That the Owners Corporation determine an Administrative Fund Levy of $552, 894.00 ex GST for the current financial year to be contributed in accordance with unit entitlements in four equal instalments with due dates to be 14 September 2021, 4 December 2021, 4 March 2022 and 4 June 2022."

CARRIED

MOTION 7:

"That the Owners Corporation determine a Sinking Fund Levy of $277,368.00 ex GST for the current financial year to be contributed in accordance with unit entitlements in four equal instalments with due dates to be 14 September 2021, 4 December 2021, 4 March 2022 and 4 June 2022."

CARRIED

v) Appointment of Auditor

MOTION 8:

"That the Owners Corporation authorise Kelly + Partners to complete an audit of the financial statements."

CARRIED

c) Insurance (Attachment 4)

The meeting noted the Owners Corporation of UP 4769 holds insurance cover with Chubb in a joint policy with the Owners Corporation of UP4776 (Midnight Commercial).

Policy No: 01GS546146 Due date - 10/10/21

THE OWNERS - UNITS PLAN NO. 4769 Common Seal

Sum insured:

Building & Common property	$98,980,000
Temporary Accommodation and Loss of Rent	$14,700,000
General Liability	$20,000,000
Crime Insurance	$100,000
Machinery Breakdown	$100,000
Management Committee Liability	$5,000,000
Voluntary Workers (in the aggregate any one period)	$500,000
Voluntary Workers (per volunteer)	$200,000
Professional Expenses (in the aggregate any one period)	$25,000

MOTION 9:

"That the Owners Corporation authorises the Managing Agent to adjust the building insurance in consultation with the Executive Committee."

CARRIED

d) Building

In accordance with Notifiable instrument NI2020–601 made under the Unit Titles (Management) Act 2011, section 41, the meeting noted:

i) Structural Defects
The EC will work with the Strata Manager and Geocon to address any maintenance issues identified in the commissioned building report.

ii) Building Maintenance

(1) General

i) Geocon has been undertaking maintenance works addressing the damaged waterproofing membrane on the roof.
ii) A few isolated window leaks are being resolved (post lockdown).
iii) A campaign to remove rubbish and dumped items from the basement car parks was executed in July and the EC extends its thanks to residents for their cooperation during this project.

(2) Building services contracts

i) O'Neill & Brown Fire Services: 3 year contract from 04/08/2020
ii) Kone Elevators: 3 year contract from 20/08/2020
iii) Glascott Landscaping: month to month contract for garden maintenance
iv) Cleanaway: Cardboard waste bin: month to month contract
v) Norris Cleaning: 3 year contract from August 2021

(3) Building maintenance schedules

- Fire Services monthly – fire sprinklers, fire pumps, fire detection and alarm testing;

i) :

- six-monthly – fire hose reels, fire extinguishers, fire door sets;
- annually – full function fire test, fire safety certification.

ii) Lift Services:

- monthly testing of lift mechanics, phone line and emergency brakes.

iii) Gardening:



- weekly gardening services.

(4) Fire safety review (Attachment 5)
The annual Essential Measures Safety Report was undertaken by O'Neill & Brown Fire Services.

iii) Building enhancements
(1) CCTV has been installed in high traffic areas in the basement and car park access ramps.
(2) Parcel Lockers have been ordered and will be installed in September (pending COVID-19 restrictions)
(3) Appointment of dedicated Building Manager from September 2021
As part of the review of all major contracts, the EC determined that the needs of the residential UP would be better met by having our own dedicated building manager, both in terms of reduced costs and service delivery (their role will be focussed entirely on the needs of the residential building). On behalf of the Owners Corporation the EC sincerely thanks the staff at Midnight Hotel for their carriage of this service to date and looks forward to continuing the excellent cooperation we enjoy on matters relevant to both organisations.

e) Appointment of Strata Manager

As the current strata management agreement is due to expire in November 2021, the EC undertook a comprehensive process to test the market for strata management services for Midnight through a select Request For Tender. Four leading agencies including the incumbent were invited to participate and provided written submissions addressing key criteria. Two agencies were shortlisted, interviewed and reference checked. The process confirmed Midnight is achieving value for money. Following this, the EC determined that the incumbent was the preferred tenderer. In accordance with the Act, the EC put that recommendation to the Owners Corporation for ratification.

MOTION 10:

"That the Owners Corporation accepts the recommendation of the Executive Committee of UP4769 to enter into contract negotiations with the incumbent for a new three-year, performance-focussed Strata Management Agreement to commence on 4 November 2021."

CARRIED

f) Adequacy of authorisations, delegations & appointments

Following the previous AGM, the Executive Committee appointed a Chair (Ms J Seaborn), a Treasurer (Ms R Armstrong) and a Secretary (Mr R Hernandez) who are authorised to exercise the functions of the Executive Committee on behalf of the Owners Corporation in accordance with the Unit Titles (Management) Act 2011. Delegation of the Executive Committee's responsibilities to the Strata Manager and Building/Facilities Manager is permitted under the Act. These delegations are governed by services agreements which include explicit requirements for the EC to authorise expenditure above modest set limits, or outside of budget allocations, or to enter into contracts.

4) Any Other Business

a. Midnight Residential Owners Corporation Rules (Attachment 6)

The default rules adopted at the first AGM had to be updated primarily to reflect changes to the legislation passed in November 2020 (Unit Titles Legislation (Amendment) Act 2020) and correctly document that Midnight may, but does not currently, have a Building Management Statement.



MOTION 11:

"That the Owners Corporation endorses the amended Midnight Residential UP 4769 Rules as presented."

CARRIED

5) Election of Executive Committee

Six nominations were received and the following were elected in accordance with the UTMA to form the Executive Committee until the next Annual General Meeting.

LOT 81 Mr. James Iseppi
LOT 146 Ms. Jessica Ha
LOT 205 Ms. Jane Seaborn
LOT 210 Ms. Rebecca Armstrong
LOT 212 Mr. Robert Mullins
LOT 229 Mr. Richard Moore

6) Meeting Close

There being no further business the meeting was declared closed at 6.41pm.



ACT Government

Access Canberra.

SR$3434293 23/01/2026 10:20:08 McCa J

'LES
RRA
ırate

SPECIAL RI **3434293** .ON

094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Email Address	Customer Reference Number	Contact Telephone Number
Capital Settlement Services	gerry@settlementservices.com.au	GRADY	0418 662 109

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2428:30	BRADDON	18	25-48	4769

DETAILS OF RULES BEING REGISTERED	DATE MEETING HELD (must be registered within 3 months)
Owners Corporation rules	30 October 2025

SUPPORTING DOCUMENTATION
(Please select appropriate item – Original signed copy must be supplied)

- ☒ Sealed copy of Minutes of Meeting
- ☐ Sealed copy of Resolution/Motion
- ☒ Sealed copy of Alternate Rules
- ☐ Other (specify) -

COMMON SEAL OF OWNERS CORPORATION
(Seal may be affixed)

THE OWNERS - UNITS PLAN No. 4769 Common Seal

CERTIFICATION **Delete the inapplicable*

Applicant

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

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

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

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

Signed By: Isabella Victoria Terracini

<Name of certifying party> Grady Strata and Facilities

<Capacity of certifying party> Assistant Office Manager

for: <Company name> Grady Strata and Facilities

on behalf of the Registered Proprietor/Managing Agent

Gerard Ellem

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/~~Resolution/Motion~~/Rules
Data entered by		Evidence Manager Appointed	Yes ☐
Registered by		Registration Date	LMT - 03/02/2026

Information collected by the Registrar-General is disclosed to the ACT Revenue Office and Commonwealth Commissioner for tax administration purposes, ACT Government Directorates and other third parties. For more information visit: Access Canberra Privacy - Access Canberra (act.gov.au)

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

ANNEXURE

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	Unit	Consideration (Only complete is if requesting transactions not be aggregated)
2428: 30	BRADDON	18	25-48	0	

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
094-SR	46

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)

The Owners - Units Plan No. 4769

VOI Sighted X 1

Change of Name by .....

Authority to Deal Y

ASIC Y

Category 1

Signed by Jen McCauley

Date 23/01/2026

Midnight
RESIDENTIAL

ANNUAL GENERAL MEETING
'MIDNIGHT RESIDENTIAL'
UNITS PLAN 4769
1 ELOUERA ST, BRADDON

Meeting Location: The Conservatory, Midnight Hotel on **Thursday 30 October at 5:30pm**.

Commenced: 5:30PM

Quorum: As there were not enough members present to constitute a quorum the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Reopened: 6:00PM

Appointment of Chair: Glenn Luthy as the outgoing Chair of the Executive Committee was appointed Chair of the Annual General Meeting.

Present: Representatives for Lots 201, 231, 330, 507, 617, 622, 706, 711, 803, 823

Proxies: 110, 806

Absentee Voting Forms for Lots: 709

Item 1: Previous Minutes

Motion 1: *"That the minutes of the Annual General Meeting held on 30th September 2024 be confirmed as an accurate record of that meeting."*

Motion Carried

Item 2: 2024/25 Financial Statements & Reports

The Owners Corporation noted that the financial statements presented have been audited by Hardwickes Accounting in accordance with the legislative requirements for Owners Corporation the size of Midnight Residential, with no significant findings or notes of relevance.

Motion 2: *"That the Owners Corporation adopt the audited financial statements for the financial year ended 30th June 2025"*

Motion Carried

Item 3: 2025/26 Budget

The meeting noted that there has been a reduction in the cost of the shared facilities based on the prior years actual expenditure, however the EC will continue to ensure that transparency is maintained, with the hotel now providing copies of invoices and quotes for work. The commercial stake holders have now agreed to sit down and meet regarding a memorandum of understanding for broader shared items in around the complex.

Motion 3: *"That the Owners Corporation RESOLVE to adopt an administrative budget of $716,150 (plus GST) and a sinking fund budget of $287,963.70 (plus GST) for the 2025/2026 financial year and RESOLVE to strike four equal levies equal to the sum of the budgets to fall due on the 28th November 2025, 4th January 2026, 4th March 2026 and 4th June 2026"*

Motion Carried

Item 4: Executive Committee Appointment

Motion 4: *"That the Owners Corporation RESOLVE to create 9 Executive Committee positions and appoint Glenn Luthy, Leah Dwyer, James Iseppi, Robert Mullins, Gary Milton, Tracy Ross, Tanya Costin, Nick Tzafaris and Robert Watson to serve as executive committee members until the next Annual General Meeting in accordance with Section 39 of the Unit Titles (Management) Act 2011"*

Motion Carried by Special Resolution

Item 5: Delegations, Maintenance, Defects, Fire and Insurance Claims

DELEGATIONS, AUTHORISATIONS AND APPOINTMENTS
The meeting noted that the only delegations, authorisations or appointments in force outside of those undertaken by the Executive Committee existed in the contract between the Owners Corporation and Grady Strata, with a copy of that contract available upon request.

MAINTENANCE ISSUES & CONTRACTS
The meeting noted the plans to investigate tiles on level 1 due to the ongoing issues with wet carpet coming from the pool. The meeting noted that the tiles should be as hardy as possible to prevent cracking and chipping. The meeting noted that carpet tiles are being investigated for the upper levels as an alternative. An Owner suggested that laminate also be investigated.

The meeting noted the installation of protective barriers to the corners of the lift exits and requested the same are installed on Basement Level 2 & 3.

The meeting discussed an ongoing electrical smell on Basement Level 1. C Grady to approach the Commercial Manager for details on the EV charging compliance certificates to ensure all electrical items are being tested and tagged to reduce risk.

The meeting noted that the wall adjacent to the water retention tanks requires painting, C Grady to arrange painting of the wall.

The meeting discussed the interface between the boom gate and roller door out of normal business hours, noting that when the gate is out of order it can cause the garage door to be unresponsive to remote prompts. C Grady to discuss with hotel.

MAINTENANCE PLAN
The meeting noted that a copy of the maintenance plan is available via Grady Strata.

DEFECTS
The meeting noted that Geocon is actively resolving outstanding common property and individual unit defects collaboratively with the Executive Committee.

The meeting noted that some of the seals from the glass balustrades have begun to delaminate, C Grady to arrange quotes for abseil inspection of all glass across the residential portion of the building.

The meeting noted correspondence received regarding passive fire items across the midnight building, enquiring if an independent passive fire inspection had been undertaken. The meeting noted that independent certification should have been undertaken at the time of build, however C Grady will request a quote from O'Neil and Brown fire for a full passive fire inspection to include penetrations and fire doors.
Thermal detectors are tested on an as available basis, with the contractor door knocking for available apartments to test, C Grady to follow up with the fire contractor for full testing to be undertaken.

The meeting noted the ongoing cat related smell on level 2, with cats being spotted on common property. The Building Manager is in the process of narrowing down the source of the smell so a rule infringement notice can be issued. The fresh air intake fans are being inspected to ensure they are operating in this area.

FIRE SAFETY REVIEW
The meeting noted that the buildings fire systems are maintenance by O'Neil and Brown Fire in accordance with the relevant Australian Standards.

The meeting noted announcements made over the fire evacuation system which they believe may not have been the brigade. C Grady to follow up with the Commercial Unit Plan regarding fire evacuation training to ensure there is no unauthorised use of the system.

INSURANCE CLAIMS
The meeting noted that there is currently one open claim from a leak.

The meeting noted the $10,000 water related claim excess and that wood floors are not covered under the current policy. The meeting agreed this be noted in the minutes for Owners consideration under their contents insurance.

Item 6: Insurance

***Motion 5**: "That the Owners Corporation agree to authorise the Managing Agent to renew and adjust the building insurance policy via consultation and instruction from the Executive Committee."*

Motion Carried

Item 7: Management Agreement

Motion 6: *"That the Owners Corporation authorise the Executive Committee to enter into a written management agreement appointing Grady Strata & Facilities Pty Ltd as follows:*

(a) A contract be negotiated with Grady Strata & Facilities Pty Ltd 'Agent', on broadly the same terms as the current Strata Management and Building Management contracts, to provide services as Strata Manager and Building Manager of Units Plan 4769 for a period of 1 year commencing at the conclusion of the existing agreement.

(b) The Owners Corporation/Executive Committee delegates to the Agent some of its functions [other than those prohibited by legislation].

The delegation mentioned in subsection (b) is subject to the conditions and limitations set out in the Contract between the Owners Corporation and the Agent and in the Unit Titles (Management) Act 2011."

Motion Carried

Item 8: Solar Grant Scheme

The meeting discussed the proposed solar installation, noting that a hot water preheater would be used to obtain entry into the ACT Government solar grant scheme, to offset the cost of gas to keep the water in the buildings recirculation system heated.

***Motion 7**: "That the Owners Corporation approve the installation of an 99.76 kW rooftop solar electricity system at Midnight at a cost of no more than $141,968 ex GST, to support residential common area electricity use."*

Motion Carried

***Motion 8**: (Subject to Motion 7 being carried) "That the EC is authorised to invest money from the Admin Surplus with the remainder coming from the Sinking Fund for the solar project and repay these annually from common area electricity power cost savings until fully recovered".*

Motion Carried by Special Resolution

***Motion 9**: "That Midnight Apartments (1 Elouera Street, Braddon, ACT, UP4769) agrees to take part in the ACT Government Solar for Apartments Program and agrees to the Program Terms and Conditions (link)."*

Motion Carried by Special Resolution

***Motion 10**: "That Midnight Apartments (1 Elouera Street, Braddon, ACT, UP4769) agrees to proceed with the preferred quote (EPC Solar – 99.76 kW Solar Proposal – QN9884, 16 October 2025 with possible minor amendments accounting for panel placement) subject to receiving written confirmation of Funding Approval (as per section 6.3.3 of the ACT Government Solar for Apartments Program Terms and Conditions, link). This makes sure that all Program processes have been followed as required and we have no missing links."*

Motion Carried by Special Resolution

***Motion 11**: "That the Owners Corporation authorise for gas and electricity consumption figures to be shared with the applicable ACT Government related parties for the purpose of achieving entry into the Solar Grant Scheme."*

Motion Carried by Special Resolution

Item 9: General Business

The meeting discussed the leaks occurring from unit tempering valves, with recent repair costs for a single event exceeding $3000 and agreed that the Owners Corporation would arrange plumbing health checks for all units at the Owners Corporation expense.

The Owner of Unit 330 raised the following motion from the floor, seconded by the Owner of Unit 201:

Motion 12: *"That the Owners Corporation agree to undertake a plumbing health check program on behalf of all Owners and that resultant repair costs will be the responsibility of individual lot Owners, to be on charged by the Owners Corporation."*

Motion Carried by Special Resolution

The meeting agreed to adopt a corresponding rule proposed by the Owner of Unit 330 and seconded by the Owner of Unit 201:

Motion 12: *"That the Owners Corporation adopt a rule as follows:*
Plumbing Audits and Remedial Works
(a) ***Audit authority.*** *On at least 7 days' written notice (or immediately in an emergency), the Owners Corporation may enter a Lot to carry out a plumbing audit.*
(b) ***Report and owner obligation.*** *The Owners Corporation will provide the Owner with the audit report. The Owner must, within the timeframe stated in the notice (not less than 14 days unless an emergency), complete any repairs/maintenance identified that are the Owner's responsibility under the Default Rules to keep the Lot and its services in good repair.*
(c) ***Failure to comply.*** *If the Owner does not complete the work within the stated timeframe, the Owners Corporation may do the work, enter the Lot for that purpose, and recover its costs from the Owner as a debt together with interest in accordance with the Rules.*
(d) ***Access.*** *For the purposes of this rule, the Owners Corporation and its contractors may enter and pass through the Lot with tools and materials at reasonable times on notice, or immediately in an emergency."*

Motion Carried by Special Resolution

The meeting noted ongoing issues with smoke drift from unit to unit, C Grady to issue a further building wide notice specifying unit responsibility to ensure smoke does not permeate adjacent units.

Meeting Closed at 7:14 PM

Midnight

Residential Units Plan 4769

1-8 Elouera Street, Braddon, ACT

Owners Corporation Rules

INDEX

SECTION ONE - INTRODUCTION 4

1. BUILDING DESCRIPTION 4

2. APPROVAL 4

SECTION 2 - USE OF COMMON PROPERTY 5

3. BEHAVIOUR AND RESPONSIBILITY ON COMMON PROPERTY 5

4. SECURITY 6

5. MOVING AND DELIVERING 7

6. ACCESS TO COMMON PROPERTY BY SERVICE PROVIDERS 8

7. WASTE DISPOSAL 8

SECTION 3 - USE OF LOTS 10

8. OCCUPATION AND USE OF LOTS 10

9. ACCESS THROUGH LOTS 11

SECTION 4 - RIGHTS AND CONDUCT OF THE OWNERS CORPORATION 13

10. RULES 13

11. PROVISION OF AMENITIES OR SERVICES 13

12. REMEDY AGAINST OWNER 14

SECTION 5 - RIGHTS AND CONDUCT OF OWNERS 15

13. APPLICATIONS, COMPLAINTS AND REPORTING 15

14. LEASE OR LICENCE OF LOTS 15

15. COMPENSATION TO OWNERS CORPORATION 15

16. LAWS AND REQUIREMENTS 16

17. INVITEES 16

18. KEEPING OF PETS 17

19. SIGNS 18

20. INSURANCE PREMIUMS 19

SECTION 6 –WORK 20

21. WORK TO WHICH THIS SECTION APPLIES 20

22. APPROVAL 20

23. MINOR RENOVATIONS 20

24. MAJOR RENOVATIONS 21

25. GENERAL 24

SECTION 7 – BUILDING MANAGEMENT STATEMENT 25

26. BUILDING MANAGEMENT STATEMENT 25

SECTION 8 – COMMON PROPERTY RIGHTS RULES 27

27. ABOUT THE RULES IN THIS SECTION 27

28. EXCLUSIVE USE AND SPECIAL PRIVILEGES 27
29. PROCEDURES FOR COST RECOVERY BY OWNERS CORPORATION 29
SECTION 9 – ADDITIONAL RULES 31
30. ABOUT THE RULES IN THIS SECTION 31
SECTION 10 - DICTIONARY AND INTERPRETATION 32
31. DICTIONARY 32
32. INTERPRETATION 37

SECTION ONE – INTRODUCTION

1. BUILDING DESCRIPTION

1.1 Building subject of a Units Plan

The Building to which these rules applies:

(a) is the subject of a Units Plan registered under the Development Act; and

(b) is subject to the provisions of the Management Act.

1.2 Building Management Statement

(a) Owners and Occupiers may be bound by a Building Management Statement.

(b) Matters relating to the Building Management Statement are set out in Section 7.

2. APPROVAL

2.1 Approval of the Owners Corporation

Where a rule requires the approval of the Owners Corporation to a particular activity, unless stated otherwise in the rule the approval may be given by either:

(a) the Owners Corporation in general meeting; or

(b) unless the activity is a Restricted Matter, the Executive Committee at a duly convened meeting of the Executive Committee.

2.2 Approval of Minor Renovations

For the purposes of Section 6, the Functions of the Owners Corporation in approving Minor Renovations are delegated to the Executive Committee.

2.3 Approval not to be withheld

Neither the Owners Corporation nor the Executive Committee may withhold its approval to an application for an activity approved by a Rule.

2.4 Conditions

Owners must comply with all conditions in an approval.

2.5 Building Manager

The Owners Corporation may engage the services of a Building Manager to assist it in carrying out some of its rights, duties and obligations under the Rules

SECTION 2 - USE OF COMMON PROPERTY

3. BEHAVIOUR AND RESPONSIBILITY ON COMMON PROPERTY

3.1 General obligations

(a) Owners must be adequately clothed when on Common Property.

(b) Owners must not break a Law when on Common Property.

(c) Owners must ensure their children and the children of their Invitees:

(i) are accompanied by a responsible adult if they are playing within the bounds of Common Property; and

(ii) unless accompanied by a responsible adult, do not enter areas of Common Property that are likely to be dangerous to children.

(d) Owners must ensure their Invitees:

(i) are not left to remain on Common Property unsupervised except to the extent reasonably necessary for their arrival and departure;

(ii) comply with the Rules; and

(iii) are removed from the Building on refusing to comply with the Rules.

3.2 Prohibited behaviour

Owners must not:

(a) make noise or behave in a way likely to interfere with another Owner's peaceful enjoyment of their Lot or Common Property;

(b) use language or behave in a manner likely to cause offence or embarrassment to another Owner or to any person lawfully using Common Property;

(c) obstruct the lawful use of Common Property by any person;

(d) smoke while on Common Property or allow smoke to emit from their Lot;

(e) bring or permit to be brought, a heavy article which might cause structural damage to the Building;

(f) do anything to damage or deface Common Property;

(g) interfere with personal property vested in the Owners Corporation;

(h) damage any lawn, plant, tree or garden situated within Common Property;

(i) use part of a lawn or garden, a plant or tree situated within Common Property for their own purpose;

(j) place or hang an item (including laundry) on Common Property;

(k) install a satellite dish to Common Property or a Lot visible from outside the Lot;

(l) park or stand a Vehicle on Common Property unless doing so is permitted by the Rules;

(m) use or interfere with fire safety Equipment except in the case of an emergency and must not obstruct fire stairs or fire escapes;

(n) interfere with the operation of Equipment installed on Common Property;

(o) modify existing Equipment attached to Common Property (whether or not such Equipment is contained wholly within their Lot);

(p) interfere with Common Property or remove an item from Common Property placed there by the direction or authority of the Owners Corporation;

(q) attach or install any item on the roof of the Building; or

(r) use the roof of the Building for any purpose, excluding Owners/Occupiers with rooftop terrace entitlements in their Lot.

3.3 Easements

Owners must not do anything to prevent, hinder or delay a Benefited Party from carrying out its Functions under an Easement.

3.4 Duty to notify defects to the Owners Corporation

Owners must inform the Owners Corporation of any defect they become aware of on Common Property or any property vested in the Owners Corporation.

4. SECURITY

4.1 Functions of the Owners Corporation

(a) The Owners Corporation is responsible for:

(i) the issue, programming, coding and re-coding of Security Keys;

(ii) determining to whom Security Keys should be issued; and

(iii) may delegate this function to the Executive Committee and/or Facilities Manager.

(b) An Owner may be charged a fee for:

(i) any Security Key (whether it is a new Security Key, an additional Security Key or a replacement Security Key); and

(ii) coding or re-coding of any Security Key.

(c) The Owners Corporation may require the provision of a bond before:

(i) issuing any Security Key (whether it is a new Security Key, an additional Security Key or a replacement Security Key); or

(ii) coding or re-coding of any Security Key.

(d) The Owners Corporation may:

(i) make rules about the use of Security Keys;

(ii) restrict the number of Security Keys it issues to any Owner; and

(iii) activate or de-activate Security Keys as it considers appropriate.

(e) Remotes for garage access are limited to one (1) device per car space.

4.2 Obligations of Owners

(a) An Owner must not do anything or permit anything which may or which would be likely to prejudice the security of the Building.

(b) Owners must:

(i) comply with all rules and directions of the Owners Corporation relating to the security and safety of the Building;

(ii) exercise great care in making Security Keys available to any person; and

(iii) promptly notify the Facilities Manager if a Security Key is lost or destroyed.

(c) Owners must not duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than to a party who is entitled to a Security Key.

5. MOVING AND DELIVERING

5.1 Moving and delivering Goods

Owners must not transport or deliver, or permit or cause to be transported or delivered, Goods on Common Property except in compliance with this rule.

5.2 Conditions

(a) Prior to transporting or delivering Goods on or to Common Property, Owners:

(i) must give the Owners Corporation not less than 24 hours' notice of the date and time the Goods will be transported; and

(ii) if the Owner has engaged a Removalist, if requested by the Owners Corporation, must give the Owners Corporation satisfactory evidence of suitable public liability or contractors all risk insurance held by the Removalist for the benefit and protection of the Owners Corporation.

(b) Notices to the Owners Corporation:

(i) must be given not less than 24 hours before the day of transportation;

(ii) if the day of transportation is a Saturday or Sunday, must be given no later than 12 noon on the immediately preceding Friday;

(iii) must identify the approximate quantity of the Goods; and

(iv) must include details of the Removalist (name, telephone number, mobile number, address, email address and contact name).

(c) Owners may only transport Goods on Common Property at the times determined by and in accordance with the directions of the Owners Corporation.

(d) Owners may only transport Goods in a lift if the lift has a lift protector or blanket.

(e) Owners must ensure they and their Removalist comply with all Rules in connection with transporting Goods on Common Property.

(f) Owners must ensure neither they nor their Removalist:

(i) obstructs Common Property when transporting Goods; or

(ii) interferes with the peaceful enjoyment of Common Property by another Owner.

(g) Owners must supervise their Removalist in order to ensure no damage is caused to Common Property, another Lot or property vested in the Owners Corporation, by transporting Goods.

(h) Owners at their own expense:

(i) must immediately rectify any damage caused to Common Property, another Lot or property vested in the Owners Corporation, by transporting Goods;

(ii) must remove debris or other materials left on Common Property as a result of transporting Goods; and

(iii) must clean any part of Common Property which requires cleaning as a consequence of transporting Goods.

5.3 Security Deposit

(a) Prior to transporting Goods on Common Property, if requested by the Owners Corporation, Owners must give a Security Deposit of the Security Deposit Amount to the Owners Corporation to be used by the Owners Corporation in accordance with the terms of this rule.

(b) The Owners Corporation may apply all or part of a Security Deposit to remedy a breach of this rule. Such an application by the Owners Corporation is without prejudice to any other right or remedy of the Owners Corporation.

(c) Provided the Owners Corporation is satisfied there has not been a breach of this rule, or if there has been a breach, that breach has been rectified, the Owners Corporation must refund the Security Deposit paid under rule 5.3(a) (or so much of it that remains unrefunded) to the party who provided it within 7 days of the Owner completing transporting the Goods.

6. ACCESS TO COMMON PROPERTY BY SERVICE PROVIDERS

6.1 Obligations of the Owners Corporation

The Owners Corporation must put in place arrangements to allow access to the Building by Service Providers.

7. WASTE DISPOSAL

7.1 General

(a) Owners must not place or leave Waste anywhere on Common Property other than in accordance with this rule or as directed by the Owners Corporation.

(b) Owners must:

(i) promptly remove Waste that has spilled on Common Property; and

(ii) promptly clean the area on which the Waste has been spilled.

7.2 Obligations of the Owners Corporation

(a) The Owners Corporation must ensure that:

(i) the garbage rooms in the Building are kept clean and orderly;

(ii) the Waste receptacles in the garbage rooms are regularly cleaned and deodorized; and

(iii) no odours are permitted to escape from the garbage rooms.

(b) The Owners Corporation must engage the relevant Authority to regularly collect and remove its Waste from the Building.

7.3 Treating Waste

(a) Non-recyclable material and recyclable material must be separated from each other.

(b) Non-recyclable material must be securely wrapped in small parcels and double-bagged (tins or other containers must be completely drained before being wrapped).

(c) Bottles must be completely drained.

(d) Nothing must be placed in a Waste receptacle other than domestic Waste generated from the use of Lots.

(e) Waste must be prepared and placed in the relevant Waste receptacles in either the Building or the Complex in accordance with the applicable recycling guidelines and waste management plan for the Building or the Complex (whether prepared by or for the Owners Corporation, the Building Management Committee or a relevant Authority).

SECTION 3 - USE OF LOTS

8. OCCUPATION AND USE OF LOTS

8.1 General

(a) Owners must keep their Lot clean, tidy and in good repair.

(b) Owners must pay all rates, taxes and any other amount payable for the Lot.

(c) Owners must not:

(i) store or use chemical, liquid, gas or flammable material on their Lot unless it is to be used in the lawful, permitted use of their Lot, and it is stored in accordance with the required legislation;

(ii) use, occupy or allow their Lot to be used or occupied for:

(A) an unlawful purpose; or

(B) a purpose that may affect, lessen or damage the reputation of the Building;

(iii) cause annoyance, disturbance or nuisance to other Owners;

(iv) allow smoking of any substance, including vaping which allows smoke or odours to escape from their Lot or into common areas;

(v) break a Law whilst on their Lot;

(vi) place or hang laundry, towels, rugs, bedding or any other similar item on any part of their Lot that is visible from outside their Lot;

(vii) place or keep anything which is visible from outside their Lot which is inconsistent with the visual aesthetics of the Building; this includes lights, signage, flags.

(viii) operate, or allow to operate, a device or electronic Equipment on their Lot which interferes with a domestic appliance lawfully in use in the Building or another Lot;

(ix) fix an aerial, a security device or wires on their Lot or Common Property; or

(x) install or operate an intruder alarm in their Lot which emits an audible signal.

8.2 Window coverings

(a) Owners must not:

(i) fix vertical blinds in their Lot which are visible from outside their Lot;

(ii) tint the windows or glass doors of their Lot with mirror reflective tint; or

(iii) fix a window treatment to the outside of the windows or doors on their Lot (such as louvres, shutters, awnings, sun shades, blinds or sun blinds).

(b) Owners must not, without the consent of the Owners Corporation, fix bars, screens (whether security screens or insect screens), grilles, locks or any other safety devices on the interior or exterior of windows or doors of their Lot which are visible from outside the Lot.

(c) Owners may install window coverings backed with grey, white or black backing only, without the consent of the Owners Corporation.

8.3 Cleaning windows and doors

(a) Owners must keep clean all interior and exterior surfaces of glass in windows and doors on the boundary of their Lot, including glass on Common Property, unless:

(i) the Owners Corporation resolves that it will keep the glass or a specified part of the glass clean; or

(ii) that glass or part of glass cannot be accessed by the Owner safely or at all.

(b) The Owners Corporation may decide:

(i) to keep clean that part of Common Property which is the glass surface of a window or door on the boundary of a Lot; or

(ii) not to keep clean that part of Common Property which is the glass surface of a window or door on the boundary of a Lot.

8.4 Car Space

(a) Car Spaces may not be used for any purpose other than for parking Vehicles.

(b) Owners must keep their Car Space clean and free from grease.

(c) Owners must not store or place any item other than Vehicles permitted by rule 8.4(a) in their Car Space.

(d) Only registered and roadworthy Vehicles permitted by rule 8.4(a) may park or stand in a Car Space.

(e) Repair work and wet cleaning of a Vehicle may not be carried out in a Car Space.

8.5 False alarms

Owners must compensate the Owners Corporation the costs incurred by it for any false fire alarm caused by the Owner or emanating from the Owner's Lot for any reason. The Owners Corporation may assume a false fire alarm was caused by an Owner or emanated from a Lot if it is so advised by ACT Emergency Services or a fire monitoring contractor engaged by the Owners Corporation.

9. ACCESS THROUGH LOTS

9.1 Owners Corporation may have access

The Owners Corporation, by its agents, employees and contractors, with or without tools and materials, may enter, have access to and go through a Lot or any part of a Lot for the purposes of:

(a) carrying out work required to be carried out by the Owners Corporation in accordance with the requirements of the Management Act;

(b) carrying out work required to be carried out by the Owners Corporation by a notice served on it by an Authority;

(c) carrying out work required to be carried out by the Owners Corporation by an order under the Management Act;

(d) carrying out work required to be carried out by the Owners Corporation in accordance with it rights, duties and obligations in the Rules;

(e) carrying out work to the gardens, planter boxes and landscaped areas in Common Property adjacent to or near the Lot;

(f) cleaning the windows in the Building; and

(g) accessing anchor points attached to Common Property adjacent to or near the Lot.

9.2 Obligations of Owners

(a) Owners must permit the Owners Corporation to temporarily store necessary Equipment or material on their Lot in order for the Owners Corporation to undertake a right, duty or obligation in this rule.

(b) Owners must not obstruct or hinder the Owners Corporation in the exercise of a right, duty or obligation in this rule.

(c) If access is required through a Car Space and if requested by the Owners Corporation, the Owner must temporarily move any Vehicle from the Car Space.

9.3 Plumbing Audits and Remedial Works

(a) **Audit authority.** On at least 7 days' written notice (or immediately in an emergency), the Owners Corporation may enter a Lot to carry out a plumbing audit.

(b) **Report and owner obligation.** The Owners Corporation will provide the Owner with the audit report. The Owner must, within the timeframe stated in the notice (not less than 14 days unless an emergency), complete any repairs/maintenance identified that are the Owner's responsibility under the Default Rules to keep the Lot and its services in good repair.

(c) **Failure to comply.** If the Owner does not complete the work within the stated timeframe, the Owners Corporation may do the work, enter the Lot for that purpose, and recover its costs from the Owner as a debt together with interest in accordance with the Rules.

(d) **Access.** For the purposes of this rule, the Owners Corporation and its contractors may enter and pass through the Lot with tools and materials at reasonable times on notice, or immediately in an emergency

SECTION 4 - RIGHTS AND CONDUCT OF THE OWNERS CORPORATION

10. RULES

10.1 Power of the Owners Corporation to make Rules

The Owners Corporation may make and register Rules relating to matters associated with:

(a) the use and management of the Building;

(b) the use of Lots;

(c) the security and control of the Building;

(d) the manner of treating windows and doors of Lots;

(e) the type of bars, screens (whether security screens or insect screens), grilles, locks or other safety devices on the interior or exterior of external windows and doors in Lots;

(f) the appearance of Lots;

(g) the appearance of the Building;

(h) the type of items that may be placed on Balconies;

(i) cosmetic, minor and major renovations; and

(j) any other matter determined by the Owners Corporation.

10.2 Amending or replacing Rules

(a) The Owners Corporation may amend or replace a Rule by seeking the relevant special resolution and registering the amendment.

(b) The Owners Corporation must display a new or amended Rule on the notice board of the Building for at least 7 days or send a copy to each Owner.

(c) Owners must send a copy of a new Rule to the Occupier of their Lot within 7 days of receiving a copy from the Owners Corporation.

10.3 Owners and Occupiers bound

Owners and Occupiers are bound by registered Rules and must comply with them at all times.

10.4 Breach

Breach of a registered Rule will be regarded as, and deemed to be, a breach of the Rules.

11. PROVISION OF AMENITIES OR SERVICES

11.1 Owners Corporation may contract out

The Owners Corporation may determine to enter into arrangements for the provision of amenities or services to one or more of the Lots, or to one or more Owners, including (this list is not exhaustive):

(a) window cleaning;
(b) Waste disposal and recycling services;
(c) Building management services;
(d) electricity, water or gas supply; and
(e) telecommunication services (for example, cable television).

11.2 Services fee

The Owners Corporation may charge Owners for providing an amenity or a service.

12. REMEDY AGAINST OWNER

12.1 Rights of the Owners Corporation

(a) At its election, the Owners Corporation may perform an obligation which an Owner has failed to perform.

(b) In carrying out its Functions in this rule, the Owners Corporation may:

(i) enter and remain on the Lot for as long as it is necessary;

(ii) carry out the act or thing; and

(iii) recover appropriate costs from the Owner of the Lot.

(c) The Owners Corporation may recover monies owing to it under this rule as a debt in any competent court of jurisdiction.

(d) During the period an amount payable under this rule remains unpaid by the Owner, interest on that unpaid amount is payable to the Owners Corporation by the Owner, such interest to be payable on demand and calculated on daily balances at the same rate as interest on unpaid levies under the Management Act.

SECTION 5 - RIGHTS AND CONDUCT OF OWNERS

13. APPLICATIONS, COMPLAINTS AND REPORTING

13.1 Obligations of Owners

An application or complaint or reporting of an activity to the Owners Corporation, unless stated otherwise in a rule must be made or reported to:

(a) the Managing Agent, if one has been appointed; and

(b) to the Building Manager, if one has been appointed (in addition to the Managing Agent); or

(c) to a member of the Executive Committee, if neither a Managing Agent or a Building Manager has been appointed.

14. LEASE OR LICENCE OF LOTS

14.1 Obligations of Owners

Owners:

(a) must ensure the Occupier of their Lot has a copy of the most recent version of the Rules and Building Management Statement (including all amendments or changes from time to time);

(b) must act promptly to comply with all notices the Owner may receive from the Owners Corporation, the Executive Committee, the Managing Agent, the Building Manager or the Facilities Manager regarding the Occupier of the Lot;

(c) must take all reasonable action available to ensure the Occupier of the Lot complies with the Rules, Rules and Building Management Statement;

(d) must ensure the term of the lease does not contravene any Law or Development Consent; and

(e) must take all reasonable action available to ensure the Occupier of their Lot complies with all notices the Occupier receives from the Owners Corporation, the Building Manager or the Facilities Manager in connection with the Occupier's use and occupation of the Lot.

14.2 Obligations of Occupiers

Occupiers:

(a) must comply with the Rules;

(b) must promptly comply with all notices it receives from the Owners Corporation, the Executive Committee, the Managing Agent, the Building Manager or the Facilities Manager;

(c) when requested to do so, must give the Owners Corporation a copy of its Rental Agreement;

(d) when requested to do so, must promptly give the Owners Corporation, the Occupier's contact details (name, telephone number, mobile number, address and email address); and

(e) when requested to do so, must promptly give the Owners Corporation the Occupier's photo identification.

15. COMPENSATION TO OWNERS CORPORATION

15.1 Damage

Owners:

(a) must compensate the Owners Corporation for any damage to Common Property or any property vested in the Owners Corporation caused by them or their Invitees; and

(b) must reimburse the Owners Corporation for any costs incurred by the Owners Corporation as a result of any act or omission of the Owner or the Owner's Invitees.

15.2 Costs

Costs incurred by the Owners Corporation under this rule (including legal costs and disbursements on an indemnity basis) may be recovered as a debt due and owing to the Owners Corporation, together with interest, such interest being payable on demand and calculated on daily balances at the same rate as interest on unpaid levies under the Management Act.

16. LAWS AND REQUIREMENTS

16.1 Obligations of Owners

When in the Building, occupying their Lot, or exercising a right, carrying out an obligation or performing a function under these rules, Owners must:

(a) comply with the requirements of all Laws and the requirements of, and notices from, all Authorities;

(b) obtain and comply with all relevant Development Consents;

(c) if Development Consent is required to conduct an activity on their Lot, not conduct that activity without that Development Consent;

(d) not use or occupy their Lot, or permit any other person to do so, in contravention of a Law or without the requisite Development Consent;

(e) comply with a notice issued to them by the Owners Corporation seeking them or their Invitees to comply with, or to desist from breaching:

(i) a Law;

(ii) a requirement of, or notice issued by, an Authority; or

(iii) a condition in a Development Consent;

(f) ensure their Invitees:

(i) comply with the requirements of all Laws and Authorities applicable to, or to the use of, their Lot or the Building; and

(ii) comply with a Development Consent applicable to, or to the use of, their Lot or the Building.

17. INVITEES

17.1 Obligations of Owners

(a) Owners must take all reasonable steps to ensure their Invitees comply with the Rules and the Building Management Statement.

(b) If an Owner cannot comply with rule 17.1(a), then that Owner must:
(i) withdraw their consent to their Invitee being on or remaining in the Building; and

(ii) request that Invitee immediately leave the Building.

(c) If the Rules prohibit an Owner from doing a thing, the Owner must not allow or cause their Invitee to do that thing.

(d) Owners must ensure their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Invitee in the Building.

18. KEEPING OF PETS

18.1 Pet Register

The Owners Corporation must establish and keep at all times a Pet Register recording all relevant information it has received in connection with pets kept in the Building.

18.2 Notification

Owners who keep or intend to keep a pet on their Lot must give the Owners Corporation the following information for inclusion in the Pet Register:

(a) its species;

(b) its breed;

(c) its name;

(d) its sex;

(e) a photograph sufficient to identify it;

(f) its microchip number;

(g) whether it has been spayed or neutered; and

(h) evidence it has been registered with the appropriate Authority.

18.3 Permitted

(a) Subject to rules 18.1 and 18.2, Owners may keep a pet provided they are not selling or providing food from their Lot.

(b) A pet permitted under this rule must be recorded on the Pet Register, including Assistance Animals and Guide Dogs.

(c) The right to keep a pet on a Lot includes the right to access parts of Common Property for the purposes of taking the pet to and from the Lot.

18.4 Prohibited

The following are not permitted to visit or be kept on a Lot or Common Property:

(a) an animal that does not satisfy the requirements of rule 3 with the exception of Assistance Animals and Guide Dogs (which animals are permitted notwithstanding non-compliance with rule 18.3(b));

(b) a pet that is vicious or aggressive;

(c) a pet that is not registered with the appropriate Authority;

(d) a pet which is declared dangerous under the *Domestic Animals Act 2000 (ACT)*; or

(e) a pet which the Australian Government prohibits from importation into Australia.

18.5 Obligations of Owners

In relation to a pet owned or in the care of an Owner or owned or in the care of an Invitee of an Owner, the Owner must:

(a) provide notification of the pet

(b) clean up all excrement or refuse left upon Common Property by the pet;

(c) make good, or bear the cost of making good, damage to Common Property by the pet;

(d) ensure the pet is under control or otherwise contained when on Common Property;

(e) ensure the pet does not cause annoyance, disturbance or nuisance to other Owners;

(f) ensure the pet does not wander onto another Owner's Lot or onto Common Property;

(g) ensure the pet does not provide a nuisance or danger to another Lot or Common Property if the pet is left on the Lot in the absence of the Owner;

(h) ensure the living quarters of the pet are maintained in a manner to prevent odours escaping from the Lot; and

(i) ensure the pet's waste is treated and disposed of in accordance with the Rules and, without limiting the generality of this rule, ensure:

(i) all waste from the pet is double-bagged or placed in large, strong bags; and

(ii) litter is not placed in toilets.

18.6 Right to keep and responsibility

(a) Subject only to rule 18.7, Owners are entitled to keep for the balance of its life, any pet on the Pet Register, notwithstanding anything else to the contrary in the Rules.

(b) Notwithstanding rule 18.6(a) the Owners Corporation is not responsible for the safety or well-being of any pet owned or in the care of an Owner or owned or in the care of an Invitee of an Owner.

18.7 Compliance

(a) If the Owners Corporation, acting reasonably, forms the view:

(i) a pet is or has become vicious or aggressive; or

(ii) there is a breach of any part of rule 18.5 on a continuing basis,

the Owners Corporation may serve a notice on the Owner of the Lot containing that pet requiring that pet to be removed permanently from the Building.

(b) An Owner who has received a notice from the Owners Corporation under rule 18.7(a) must comply with the requirements of the notice within 14 days of receiving it.

19. SIGNS

19.1 Prohibited

(a) Owners must not fix a Sign to or on Common Property or their Lot which is visible from outside their Lot.

19.2 Real Estate

(a) Unit owners are not permitted to display any signs in any visible external windows to their unit or on the common property except with the prior approval of the Executive Committee.

(b) Signs including real estate 'For Sale' and 'To Let/Lease' signs are not permitted to be erected on the common property unless permission is given by the Executive Committee.

(c) Under no circumstances are real estate signs to be erected in any other area, than those expressly permitted.

(d) Rectification of any damage caused because of the erection of real estate signs, will be the responsibility of the owner of the unit advertised for sale or lease.

(e) Any previously approved real estate signs are to be removed immediately upon sale or lease of the property and are not to remain erected with the 'Sold' or 'Leased' stickers affixed.

19.3 Qualification

The provisions of this rule do not apply to a Sign fixed:

(a) on any part of the Building by the Original Owner, a party on behalf of the Original Owner or a party authorised by the Original Owner;

(b) on any part of the Building by the Building Manager or a party on behalf of the Building Manager in connection with a service or duty provided by the Building Manager to the Owners Corporation; or

(c) on any part of the Building pursuant to the right to do so under a Common Property Rights Rule or Easement.

20. INSURANCE PREMIUMS

20.1 Obligations of Owners

(a) Unless there is prior written consent of the Owners Corporation, Owners may not do or permit anything which may invalidate, suspend or increase the premium for an insurance policy effected by the Owners Corporation.

(b) Owners must immediately notify the Owners Corporation of any activity carried out, intended to be carried out or permitted to be carried out on their Lot which may increase the premiums for the insurances held by the Owners Corporation.

20.2 Owner liable

(a) Consent under rule 20.1(a) allows the Owners Corporation to require an Owner to reimburse the Owners Corporation for the higher premiums.

(b) Owners must pay the amount by which an insurance premium may increase as a result of an activity being carried out on that Owner's Lot. The increased amount must be paid from time to time on demand from the Owners Corporation. A letter from the broker for the Owners Corporation is, in the absence of manifest error, conclusive evidence of the increased amount.

SECTION 6 - WORK

21. WORK TO WHICH THIS SECTION APPLIES

21.1 Work

This Section applies to:

(a) Cosmetic Work;

(b) Minor Renovations; and

(c) Major Renovations.

22. APPROVAL

22.1 Approval required

(a) Owners must not carry out or commence to carry out Work without following the procedures in this Section.

(b) Cosmetic Work may be carried out without the approval of the Owners Corporation or the Executive Committee.

(c) Minor Renovations may only be carried out with the approval of the Executive Committee and by otherwise following the procedures in this Section.

(d) Major Renovations may only be carried out with the approval of the Owners Corporation in general meeting by way of special resolution (and if necessary supported by the relevant rule) and by otherwise following the procedures in this Section.

23. MINOR RENOVATIONS

23.1 Approval to Minor Renovations

(a) The approval of the Executive Committee may be given subject to reasonable conditions and cannot be unreasonably withheld.

(b) If the work is installing or replacing wood or hard floors, the Executive Committee may require as a condition of its approval a report from a properly qualified consultant specifying the proposed acoustic treatment together with certification from the consultant once the work is completed.

23.2 The application

The application for approval to Minor Renovations must include the following:

(a) any fee prescribed by the Owners Corporation;

(b) a general description of the proposed work; and

(c) if relevant, information on the type, make and size of machinery the subject of the work (including details of manufacturers and suppliers).

23.3 Access to Common Property

Owners who have received approval to carry out Minor Renovations may access all relevant parts of Common Property for such reasonable time as may be necessary to carry out the work (or for such time as nominated in an approval).

23.4 Conditions when carrying out Minor Renovations

When carrying out Minor Renovations, Owners must:

(a) comply with the reasonable requirements in the conditions in any consent from the Executive Committee;

(b) ensure the work is carried out in a competent and proper manner;

(c) use only qualified and, where appropriate, licensed tradesmen;

(d) ensure the work is carried out without undue delay;

(e) ensure no materials, tools, rubbish or debris are left lying on Common Property;

(f) cause as little disturbance as is practicable to other Owners;

(g) ensure any damage caused to any part of the Common Property by carrying out the work is repaired;

(h) ensure any damage to the property of another Owner by carrying out the work is repaired; and

(i) ensure the work is only carried out within the times permitted by a Development Consent or if there is no Development Consent within times reasonably prescribed by the Owners Corporation.

23.5 Completion of Minor Renovations

On completion of Minor Renovations, Owners must:

(a) ensure all rubbish and debris caused by the work is removed from the Building and surrounds;

(b) ensure Common Property is left clean and tidy; and

(c) make good or pay to make good any damage caused to Common Property in the course of the works.

24. MAJOR RENOVATIONS

24.1 The application

The application for approval to Major Renovations must include the following:

(a) a draft of the special resolution sought by the Owner authorising the carrying out of the work;

(b) if the ongoing maintenance of Common Property affected by or the subject of the work is to be the responsibility of the Owner;

(i) a draft of the rule to this effect;

(ii) the Owner's written consent to the making of the rule; and

(iii) any fee prescribed by the Owners Corporation for making the rule;

(c) any fee prescribed by the Owners Corporation for approving the work;

(d) a general description of the work;

(e) detailed plans and specifications of the work;

(f) if relevant, a report from a properly qualified engineer concerning the impact of the work on the structural integrity of the Building;

(g) if relevant, information on the type, make and size of machinery the subject of the work (including details of manufacturers and suppliers);

(h) information on all approvals, consents and permits required for the work;

(i) copies of all approvals, consents and permits obtained for the work;

(j) details of persons carrying out the work, including qualifications of the party appointed to supervise the work; and

(k) arrangements to manage any resulting rubbish or debris.

24.2 Bond

In processing an application for Major Renovations, the Owners Corporation may require the payment of a bond:

(a) to be applied at the discretion of the Owners Corporation towards any cost incurred by the Owners Corporation as a result of the work;

(b) to be applied by the Owners Corporation towards rectification of possible damage to Common Property as a result of the work; or

(c) to be applied by the Owners Corporation towards any costs incurred by the Owners Corporation in carrying out its Functions associated with the work.

24.3 Pre-conditions to commencing Major Renovations

Major Renovations may not commence unless:

(a) the relevant approval of the Owners Corporation has been obtained for the work;

(b) (if applicable) the appropriate rule has been registered;

(c) (if applicable) all necessary consents from the relevant Authorities have been procured (including a Development Consent (if applicable)) and copies provided to the Owners Corporation;

(d) (if applicable) all relevant insurances are in place and copies of the policy and the certificate of currency provided to the Owners Corporation;

(e) (if applicable) the bond required by the Owners Corporation, has been paid to the Owners Corporation;

(f) the Owners Corporation has been given reports and any other information requested by the Owners Corporation in connection with the work;

(g) the Owners Corporation has been given details of the builder/contractor carrying out the work (and a point of contact (including name and telephone number));

(h) any fee required by the Owners Corporation in connection with the work has been paid; and

(i) all reasonable fees requested by the Owners Corporation have been paid for:

(i) reviewing the proposal (including legal and consultant's fees);
(ii) convening any relevant meeting (including the Managing Agent's fees); and

(iii) registering the relevant rule.

24.4 Access to Common Property

Owners who have received approval to carry out Major Renovations may access all relevant parts of Common Property for such reasonable time as may be necessary to carry out the work (or for such time as nominated in an approval).

24.5 Conditions when carrying out Major Renovations

When carrying out Major Renovations, Owners must:

(a) comply with the reasonable requirements of the Owners Corporation and the conditions in any consent from the Owners Corporation;

(b) ensure the work is carried out in a competent and proper manner;

(c) use only qualified and, where appropriate, licensed tradesmen;

(d) ensure the work is carried out without undue delay;

(e) ensure no materials, tools, rubbish or debris are left lying on Common Property;

(f) cause as little disturbance as is practicable to other Owners;

(g) ensure any damage caused to any part of the Common Property by carrying out the work is repaired;

(h) ensure any damage to the property of another Owner by carrying out the work is repaired; and

(i) ensure the work is only carried out within the times permitted by any Development Consent or if there is no Development Consent within times reasonably prescribed by the Owners Corporation.

24.6 Completion of Major Renovations

On completion of Major Renovations, Owners must:

(a) ensure all rubbish and debris caused by the work is removed from the Building and environs;

(b) ensure Common Property is left clean and tidy;

(c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the work;

(d) if required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the completed work does not impact on the structural integrity of the Building; and

(e) if required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the completed work complies with all approvals and consents.

24.7 Work must comply with Laws and requirements of Authorities

Owners who have carried out Work must ensure the completed work complies with the requirements of all Laws and Authorities and does not result in the Owners Corporation breaching a Law or the requirement of a Authority.

24.8 Indemnity

Owners who have carried out Work agree to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses, expenses and damages incurred by the Owners Corporation:

(a) as a result of the work (including costs to approve the work); and

(b) arising out of damage to property (including Common Property) or injury to persons as a result of the work or resulting from the work once completed.

24.9 Right of Owners Corporation to remedy

At its election, the Owners Corporation may:

(a) perform an obligation relating to the carrying out of Work which an Owner has failed to perform within a reasonable time after written notice from the Owners Corporation;

(b) enter any part of a Lot to carry out a Function in this rule; and

(c) recover its costs incurred in carrying out its Functions in this rule (including legal costs and disbursements on an indemnity basis) as a debt due and owing to the Owners Corporation, together with interest, such interest being payable on demand and calculated on daily balances at the same rate as interest on unpaid levies under the Management Act.

24.10 Future alterations to Work

Owners must not make alterations, additions or modifications to Work, once completed, without following the procedures in this rule.

24.11 Work not permitted to remain

Owners may not keep on their Lot or Common Property Work which has not been approved in accordance with this Section.

24.12 Development Consent

Consent by the Owners Corporation to a Development Application must not be regarded as consent by the Owners Corporation to carry out the Work the subject of the Development Application.

25. GENERAL

25.1 Occupiers

(a) References in this Section to "Owner" do not include the Occupier of the Lot.

(b) Occupiers are not permitted to, and must not, carry out Work of any kind.

25.2 Original Owner

Other than as required by the Legislation, the provisions of this Section do not apply to the Original Owner.

SECTION 7 – BUILDING MANAGEMENT STATEMENT

26. BUILDING MANAGEMENT STATEMENT

26.1 What the Building Management Statement is about

The Building Management Statement the subject of this rule:

(a) governs the relationship between the Owners Corporation and the other parties to the Building Management Statement in connection with the management of the buildings the subject of the statement and the Shared Facilities; and

(b) contains rules in connection with the Shared Facilities.

26.2 Rules

The Owners Corporation must do what is reasonable (including passing the relevant resolutions in general meeting to cure any inconsistency) to ensure none of the Rules are inconsistent with the terms of the Building Management Statement.

26.3 Power to enter into the Building Management Statement

The Owners Corporation has the power to enter into the Building Management Statement and to appoint a Representative and Substitute Representative on the Building Management Committee.

26.4 Representative of the Building Management Committee

(a) The Owners Corporation must at all times have a Representative or Substitute Representative on the Building Management Committee, whose identity shall be as determined by rule 26.4(b).

(b) Subject to the provisions of rule 26.4(e), the Representative and Substitute Representative must be one of the members of the Executive Committee. The Executive Committee must appoint one of its members to be its Representative and Substitute Representative on the Building Management Committee and has the power to terminate those appointments and to make fresh appointments at meetings of the Executive Committee, as the Executive Committee considers appropriate.

(c) The Executive Committee must give all necessary directions to the Representative and Substitute Representative to enable those parties to perform their duties as the Representative and Substitute Representative of the Owners Corporation at meetings of the Building Management Committee.

(d) The Representative and Substitute Representative must abide by the decisions and directions of the Executive Committee (or the Owners Corporation in general meeting) when performing their respective Functions as the Representative and Substitute Representative of the Owners Corporation at meetings of the Building Management Committee.

(e) Unless and until the Owners Corporation receives written notice from the Original Owner that it does not require its nominee to be the Owners Corporation's Representative and Substitute Representative on the Building Management Committee, the Owners Corporation's Representative and Substitute Representative on the Building Management Committee shall be nominees of the Original Owner.

26.5 Consent of the Building Management Committee

(a) The granting of consent to an Owner under the rules to the doing of an act is not to be regarded as consent from the Building Management Committee to the act.

(b) If the consent of the Building Management Committee is required to the doing of an act, then the Owners Corporation or an Owner who wishes to do the act must procure the consent of the Building Management Committee before doing the act.

26.6 Compliance with the Building Management Statement and the directions of the Building Management Committee

The Owners Corporation and every Owner must comply with:

(a) their respective obligations in the Building Management Statement; and

(b) the directions of the Building Management Committee and the Facilities Manager given in the proper exercise of their respective Functions under the Building Management Statement.

26.7 Shared Facilities

(a) In respect of a Shared Facility which is located on Common Property, the Owners Corporation:

(i) must comply with the terms of the Building Management Statement so far as it relates to that Shared Facility; and

(ii) must not restrict access to that Shared Facility by any party who is entitled to access under the Building Management Statement.

(b) In respect of a Shared Facility which is located within a Lot, the Owner of that Lot:

(i) must comply with the terms of the Building Management Statement so far as it relates to that Shared Facility; and

(ii) must not restrict access to that Shared Facility to any party who is entitled to access under the Building Management Statement.

26.8 Building Management Committee to assume some Functions

In circumstances where a rule applies to a certain activity (such as security keys (rule 4), moving and deliveries (rule 5) and waste disposal (rule 7) and that activity is also regulated by the Building Management Statement, then:

(a) those activities are regulated by the Building Management Statement rather than these rules; and

(b) the relevant Function is the responsibility of the Building Management Committee rather than the Owners Corporation.

SECTION 8 – COMMON PROPERTY RIGHTS RULES

27. ABOUT THE RULES IN THIS SECTION

27.1 What Common Property Rights Rules do

(a) A Common Property Rights Rule confers on the Owner of the Lot the subject of the rule:

(i) a right of exclusive use and enjoyment of the whole or a specified part of the Common Property; or

(ii) special privileges in respect of the whole or a specified part of the Common Property.

(b) An Owner with the benefit of a Common Property Rights Rule may allow the Occupier of their Lot to exercise the rights of the Owner under the rule. The Owner remains responsible to the Owners Corporation to comply with the rule.

(c) A Common Property Rights Rule, so far as it relates to a Lot, may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the consent of the Owner of the Lot.

(d) The approval of the Owner with the benefit of a Common Property Rights Rule must be obtained to the creation of an Easement which affects or relates to the Common Property the subject of the rule. Approval must not be unreasonably withheld if the proposed Easement does not impact adversely on the rights of the Owner under the rule or the Owner's use of the Common Property the subject of the rule.

27.2 Inconsistency with other rules

If there is inconsistency between a Common Property Rights Rule and any other rule, the Common Property Rule prevails to the extent of the inconsistency.

28. EXCLUSIVE USE AND SPECIAL PRIVILEGES

28.1 Common Property Rights Table

(a) Section 9 contains the Common Property Rights Table which:

(i) describes the exclusive use rights and special privileges;

(ii) identifies those Lots for which the Owner has an exclusive use right or special privilege;

(iii) identifies the party with the maintenance and repair responsibility in respect of those rights and privileges.

(b) Reference to a "column" is a reference to a column in the Common Property Rights Table.

28.2 Exclusive use and special privilege

The Owner of the Lot identified in column 3 has the exclusive use rights or special privileges described in column 2.

28.3 Maintenance and repair

(a) The party identified in column 4 is responsible for the proper maintenance of and keeping in a state of good and serviceable repair, Common Property the subject of the exclusive right or special privilege.

(b) Where the Owners Corporation has the maintenance and repair responsibility:

(i) in accordance with its right to do so under section 30 of the Management Act, the Owners Corporation may charge a fee to each Benefited Lot Owner who has the exclusive use right or special privilege in the manner provided by this Section;

(ii) if there is more than one Benefited Lot, each Benefited Lot Owner must pay that fee according to the proportion the unit entitlement of its Lot bears to the aggregate unit entitlement of all Lots having the exclusive use or special privilege; and

(iii) the Owners Corporation must determine and recover the monies in the manner provided by rule 29.

(c) Unless specified otherwise, the Owners Corporation is responsible for the structural maintenance and repair of Common Property the subject of the exclusive use or special privilege.

(d) Unless specified otherwise, a Benefited Lot Owner who has carried out Works is responsible for the proper maintenance of and keeping in a state of good and serviceable repair, those Works.

28.4 Other obligations

(a) A Benefited Lot Owner with the responsibility for the maintenance and repair of an item of Common Property must:

(i) regularly clean the item;

(ii) keep it in a state of good and serviceable repair;

(iii) replace it when it is appropriate to do so, either from a practical, aesthetic or safety perspective;

(iv) where it would be usual or good practice to do so, have in place a maintenance contract for the item;

(v) where it would be usual or good practice to do so, or the requirement of a Law or an Authority to do so, cause to have prepared the required certificates for the item;

(vi) insure the item;

(vii) pay all electricity costs (where relevant) and water meter costs (where relevant) in connection with the item; and

(viii) comply with the requirements of, and notices issued pursuant to or by, all Laws and Authorities in connection with the item.

(b) Except as permitted by this rule, nothing in this Section gives a Benefited Lot Owner the right to make alterations, additions or changes to Common Property.

28.5 Rights

A Benefited Lot Owner has the following additional special privileges:

(a) to renew or replace the item with an item of an identical style, size, shape, colour and in an identical position as the original item;

(b) to access all relevant parts of Common Property for such time as may be necessary for the purposes of carrying out a Function in these rules; and

(c) to penetrate all relevant parts of Common Property for the purposes of carrying out a Function in this Section.

28.6 Consent of the Owners Corporation

If the consent of the Owners Corporation is required before a Benefited Lot Owner can carry out a Function in a rule:

(a) the Owners Corporation may not unreasonably withhold its consent; and

(b) the role of the Owners Corporation is procedural only and the Owners Corporation does not take responsibility for the adequacy or appropriateness of a consent it may grant.

29. PROCEDURES FOR COST RECOVERY BY OWNERS CORPORATION

29.1 When this rule applies

This rule applies if rule 28.3(b) applies.

29.2 Obligations of Owners Corporation

(a) At each annual general meeting, the Owners Corporation:

(i) must estimate how much money it will need to meet its obligations for the 12 months following the meeting; and

(ii) based on those estimates must make a determination of the amount to be paid by each Benefited Lot Owner in accordance with rule 28.3(b).

(b) When preparing the estimates, the Owners Corporation may include an amount to cover the estimated long term expenditure.

(c) Following each annual general meeting, the Owners Corporation must give each Benefited Lot Owner regular invoices for the 12 month period following the meeting based on the determination made at the meeting.

(d) Invoices to each Benefited Lot Owner for each 12 month period:

(i) must be based on the determination made at the relevant meeting; and

(ii) must set out the time for payment (which must be in advance and which may be either quarterly at the same time as contributions to the administrative fund and the capital works fund or such other period as reasonably determined by the Owners Corporation).

(e) If expenditure for a 12 month period exceeds the amount determined for that period, then the Owners Corporation may issue additional invoices to cover that expenditure.

(f) If expenditure for a 12 month period is less than the amount determined for that period, then at the direction of the majority of Benefited Lot Owners, the Owners Corporation may reimburse the overpayment in the same proportions as the payments were made.

(g) The Owners Corporation:

(i) must deposit in the appropriate account the amounts collected by it;

(ii) must keep proper records and books of account of matters in connection with its obligations in this Section; and

(iii) if an auditor is appointed, must have the income and expenditure the subject of this Section audited in the same manner as other expenditures of the Owners Corporation.

29.3 Obligations of Benefited Lot Owners

(a) Each Benefited Lot Owner:

(i) must pay the Owners Corporation on time each invoice issued to it by the Owners Corporation under this Section;

(ii) must give the Owners Corporation access to the Common Property Items to enable the Owners Corporation to carry out its Functions in this Section and otherwise as required by the Management Act; and

(iii) must indemnify the Owners Corporation and keep it indemnified for all costs incurred by the Owners Corporation in carrying out its Functions in this Section in the same proportion it is required to contribute to the cost of the Common Property Item.

(b) A Benefited Lot Owner must pay interest on each invoice which remains unpaid by it at the end of one month after it becomes due for payment at the same rate and in the same manner as unpaid contributions levied by the Owners Corporation.

29.4 Rights of Owners Corporation

The Owners Corporation may recover as a debt due and owing in any court of competent jurisdiction (together with interest and legal costs and disbursements on an indemnity basis) any invoice which remains unpaid at the end of one month after it becomes due for payment.

29.5 Purchasers

If a person becomes the Owner of a Benefited Lot at a time when the former Owner is liable to pay money to the Owners Corporation under this Section, the person who becomes the new Owner is jointly and severally liable with the former Owner to pay the money to the Owners Corporation.

SECTION 9 – ADDITIONAL RULES

30. ABOUT THE RULES IN THIS SECTION

30.1 The Rules in this Section are in addition to the standard Default Rules and these Rules.

Recovery of Legal Fees

If the Owners Corporation incurs legal fees as a result of the conduct of a Lot Owner (including the recovery of a debt owed to the Owners Corporation) the Lot owner shall be liable to pay to the Owners Corporation the amount of the legal fees incurred by the Owners Corporation in undertaking legal action against the Lot owner.

Airconditioning

(a) All Lot owners will be responsible for the repair and maintenance of the air conditioning system that services their Lot, notwithstanding the fact that part of the air conditioning plant may be located on the Common Property.

(b) The Owners Corporation will not be responsible for contributing to the repair and maintenance of the air conditioning plant except where it services the Common Property.

(c) The Lot owners must ensure individual air conditioning units are maintained on a regular basis to manufacture's specifications so as to minimise noise disturbance to other occupiers.

Load Limits

A Lot owner must not overload any floors or balconies and observe the maximum floor loading and any maximum load limits in the Common Property and within their Lot.

Contracts

The executive committee is delegated the authority to enter into contracts on behalf of the owners corporation for a term not exceeding 3 years in duration.

Protection of Lifts and Common Property

In addition to the provisions of clause 5 in relation to the movement of goods, any damage caused by Lot Owner or Occupier to the common property and the costs incurred by the Owners Corporation in repairing that property will be invoiced directly by the Owners Corporation to the Lot Owner.

SECTION 10 - DICTIONARY AND INTERPRETATION

31. DICTIONARY

31.1 Meaning of terms

In these rules, these terms (in any form) mean:

Animated Sign includes mechanical moving signs, moving "LED" signs, video/television screens, projected laser signs and other flashing, intermittently illuminated or sequenced lighting signs.

Assistance Animal is a dog or other animal:

(a) accredited by a prescribed animal training organisation; or

(b) trained to assist to alleviate the effect of a disability.

Authority means a Governmental Agency or a statutory, public or other authority having jurisdiction over the Building.

Balcony includes balconies, terraces, courtyards, roof top gardens and similar areas comprising part of or attached to a Lot.

Benefited Lot means a Lot having the benefit of a Common Property Rights Rule/Special Privilege.

Benefited Lot Owner means the Owner of a Lot with the benefit of a Common Property Rights Rule/Special Privilege.

Benefited Party means a person or body corporate with the benefit of an Easement.

Building means the building or buildings the subject of the Units Plan.

Building Management Committee means the building management committee constituted on registration of the Building Management Statement.

Building Manager means the party (if any) appointed by the Owners Corporation as building manager.

Building Work means either Cosmetic Work, Minor Renovations or Major Renovations.

Business Day means a day on which banks in the Australian Capital Territory are open for business but does not include a Saturday or a Sunday.

Rule Instrument means these rules as registered over the Units Plan within three months of the passing of a special resolution in accordance with the Management Act.

Rules means the rules in place from time to time for the Building.

Car Park means that part of the Building containing the area for the parking of Vehicles.

Car Space means that part of the Building designed for parking cars and includes a Lot marked a car space on the Units Plan and any part of a Lot marked as a car space on the Units Plan.

Common Property means so much of the Parcel as from time to time is not comprised in a Lot.

Common Property Rights Rule means an exclusive use and special privilege rule made in accordance with the Management Act.
Common Property Rights Rule Work means work carried out to Common Property pursuant to a right to do so under a Common Property Rights Rule.

Common Property Rights Table is the table in Section 9.

Complex means the building known as Midnight of which two Units Plans form part.

Cosmetic Work means:

(a) work within the internal airspace of a Lot which does not impact on Common Property; and

(b) minor penetrations in, or attachments to, Common Property including:

(i) installing or replacing hooks, nails or screws for hanging paintings and other things on walls;

(ii) installing or replacing handrails;

(iii) painting;

(iv) filling minor holes and cracks in internal walls;

(v) installing or replacing built-in wardrobes; and

(vi) installing or replacing internal blinds and curtains, in accordance with clause 8.2(c).

Development Act means the *Unit Titles Act 2001* (ACT).

Development Application means an application for a development consent made under the *Planning and Development Act 2007* (ACT) and includes all amendments and variations to an application.

Development Consent means a consent to a Development Application issued under the *Planning and Development Act 2007* (ACT) and includes all amendments and variations to a consent.

Developer Control Period has the meaning given to the term by the Management Act.

Easement means an easement or restrictive covenant burdening or benefiting Common Property.

Equipment includes cables, plant, machinery, equipment and security devices.

Executive Committee means the committee appointed by the Owners Corporation in accordance with Part 4 of the Management Act.

Facilities Manager means the facilities manager appointed by the Owners Corporation.

Fee means a fee payable.

Function means right, duty or obligation.

Goods includes items requiring transport in the nature of plant, machinery, Equipment, furniture, appliances, boxes, merchandise, materials, domestic and commercial waste, refuse and garbage (including associated receptacles) but excludes baby strollers, shopping bags on wheels, prams, luggage, wheelchairs and items of a personal nature.

Governmental Agency means a governmental, semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or other similar entity.

Grease Arrester means that part of the Common Property comprising the grease arrester and all associated Services Apparatus.

Invitee means a person in the Building at the invitation of, under the control of or with the permission of (whether express or implied) the Owners Corporation or an Owner.

Law includes a requirement of a statute, rule, regulation, proclamation, planning instrument, ordinance or rule, present or future, whether state or federal.

Legislation means the Management Act and the Development Act or as the context requires.

Lot means a lot in the Units Plan and otherwise has the meaning given to it by the Development Act.

Major Renovations means all work which is not Cosmetic Building Work or Minor Renovations and includes:

(a) work involving structural changes;

(b) work which may or are likely to impact on or affect the structural integrity of the Building;

(c) work that detrimentally affects the safety of a Lot or Common Property, including fire safety systems;

(d) work or the erection of a structure on a Lot that changes the external appearance of that Lot which is visible from outside that Lot;

(e) work involving waterproofing or the plumbing or the exhaust system in the Building;

(f) work or alterations which are likely to interfere with services in the Building;

(g) the erection of a structure on Common Property;

(h) work that changes the colour of external surfaces of a Lot or the Building (including those on the Balcony attached to a Lot);

(i) work to the Balcony attached to a Lot (such as, by way of example only, enclosing it or changing security screens, railings or balustrades);

(j) work which may or is likely to impact on or affect the structural integrity of the Building; and

(k) work for which consent or another approval is required under any Act other than the Management Act.

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

Managing Agent means the person appointed by the Owners Corporation under Division 4.2 of the Management Act.

Minor Renovations means:

(a) renovating a kitchen;

(b) changing recessed light fittings;

(c) replacing or altering floor coverings;

(d) installing or replacing wiring or cabling or power or access points;

(e) work involving reconfiguring walls;

(f) installing a rainwater tank;

(g) installing a clothesline;

(h) installing a reverse cycle split system air conditioner;

(i) installing double or triple glazed windows;

(j) installing a heat pump;

(k) installing ceiling insulation; and

(l) the installation of fixtures (such as hooks) to the external surfaces of a Lot or the Building provided that such work does not involve structural changes, does not alter the external appearance of that Lot which is visible from outside that Lot, and is not waterproofing.

Occupier means a person in lawful occupation for the time being of a Lot (not being the Owner of the Lot).

Original Owner means the registered proprietor of the Lots at the time of registration of the Units Plan.

Owner means the person for the time being recorded in the Register as entitled to an estate in fee simple in the Lot.

Owners Corporation means the owners corporation constituted on registration of the Units Plan.

Parcel means the land comprising the Lots and Common Property the subject of the Units Plan.

Pet Register means the pet register the subject of rule 18.1.

Real Estate Services means the provision by the Building Manager to those Owners who elect to use them services associated with the letting, managing and sale of Lots.

Register means the register kept by the Registrar-General at ACT Titles Office.

Removalist means a party engaged by an Owner to assist in transporting Goods on Common Property: the expression includes the Owner if they transport the Goods themselves.

Rental Agreement means an agreement under which an Occupier occupies a Lot.

Representative means the representative appointed by the Owners Corporation to the Building Management Committee.

Restricted Matter means a matter or class of matter:

(a) which in accordance with the Legislation may only be determined by the Owners Corporation in general meeting; or

(b) which has been determined by the Owners Corporation in general meeting as being a matter or class of matter which may only be determined by the Owners Corporation in general meeting.

Rule means a rule made by the Owners Corporation in accordance with rule 10 (as it may be amended or changed) and these Rules are in addition to the Default Rules under the Management Act, and to the extent of any inconsistency these Rules prevail to the extent of any inconsistency.
Security Deposit means a bond provided to the Owners Corporation by an Owner in accordance with rule 5.3(a).

Security Deposit Amount means the monetary amount of the Security Deposit as determined by the Owners Corporation from time to time.

Security Key means a key, magnetic card, remote control or other device used to open and close doors, garage doors, gates or locks or to operate alarms, security systems or communication systems in the Building.

Service means water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, air, ducted air, air-conditioning, garbage, telephone, telecommunications, television impulses or signals, radios impulses or signals or any other prescribed service.

Service Contract means a contract for the provision of services to the Owners Corporation.

Service Provider means the party providing the services under a Service Contract.

Services Apparatus means:

(a) any wire, cable, pipe, drain, duct, line, flue, riser or chute through which a Service passes;

(b) any item of plant or equipment in which a Service is generated, contained or stored (by way of example, motors, storage tanks, cooling towers and air-conditioning units); and

(c) any item of plant or equipment in which a Service is cleaned or filtered.

Shared Facilities means the services and facilities in the Building which are located in one part of the building and which are accessed and used by Members and Parties of other parts of the Building.

Sign includes a sign, light, advertisement, name, notice, placard, banner or other similar item about a product, service or activity and includes a sign that advertises a Lot for sale or to let.

Storage Space means that part of the Building designed for storage purposes: it includes a Lot or any part of a Lot marked as storage on the Units Plan and any part of a Lot designed for storage.

Building Management Statement means the Building Management Statement for the Complex.

Managing Agent means the person appointed by the Owners Corporation under section 49 of the Management Act.

Units Plan means the Units Plan to which these rules relate and has the meaning given to it by the Management Act.

Substitute Representative means the substitute representative appointed by the Owners Corporation to the Building Management Committee.

Vehicle includes motor cars, motor bicycles, bicycles, boats, caravans, trucks and trailers.

Waste means garbage refuse and waste.

Work means:

(a) Cosmetic Work;

(b) Minor Renovations; and

(c) Major Renovations.

32. INTERPRETATION

32.1 Undefined words

Undefined words in these rules have the same meaning as they do in the Management Act.

32.2 Interpretation

Reference to:

(a) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and rules issued under the later legislation;

(b) a thing includes the whole or each part of it; and

(c) the singular includes the plural and vice versa.

32.3 Headings

Headings do not affect the interpretation of the rules.

32.4 Severance

(a) Subject to rule 32.4(b):

(i) if a rule is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, the provision must be read down;

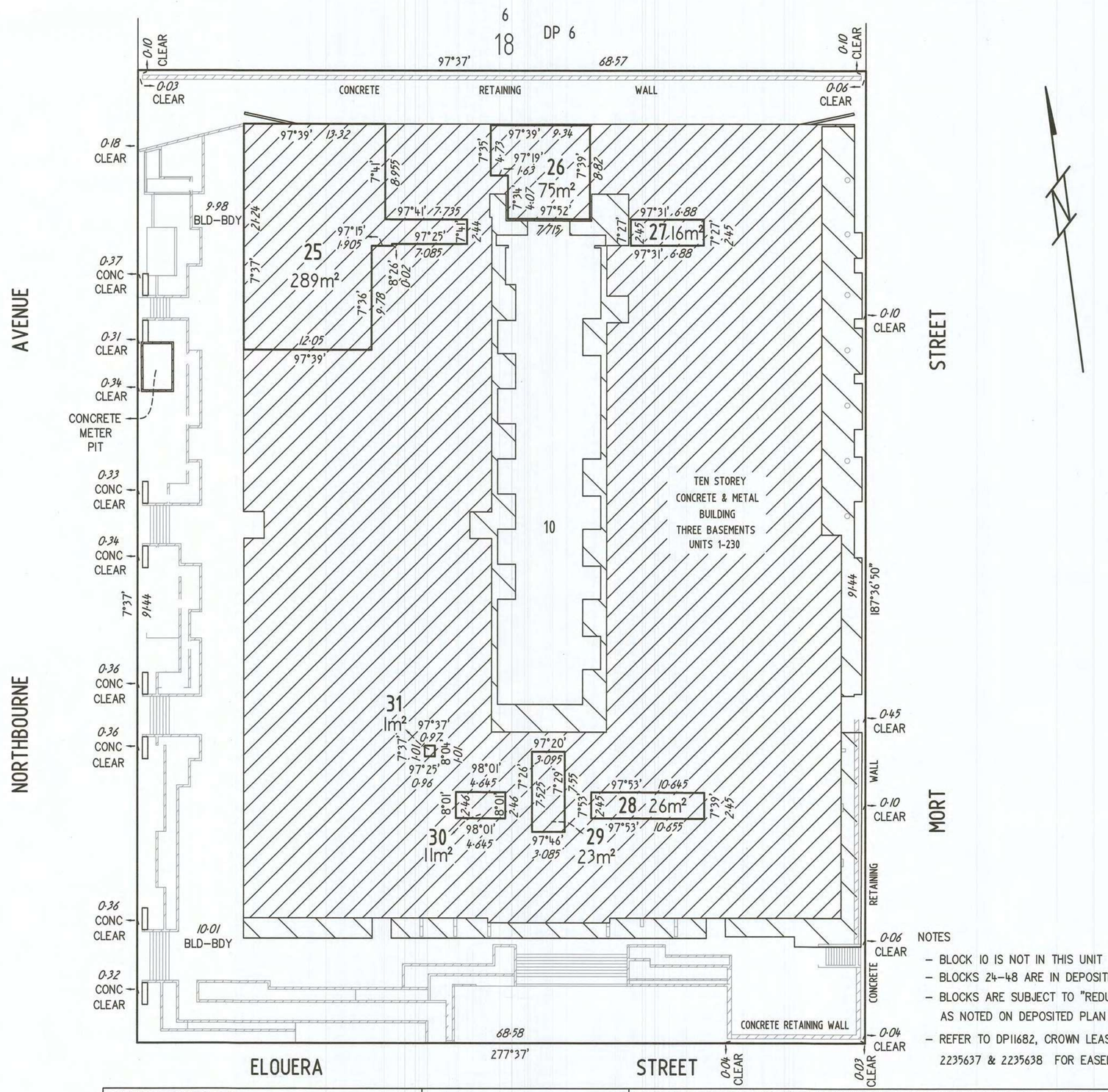
(ii) if, despite rule 32.4(a)(i) a rule is still void, voidable, unenforceable or illegal and the rule would not be void, voidable, unenforceable or illegal if words were severed, those words must be severed; or

(iii) in any other case, the whole rule must be severed.

(b) If an event under rule 32.4(a) occurs, the remainder of these rules continue in full force and effect.

32.5 Meaning of Owner

When used in a rule, Owner includes Occupier unless the rule expressly states otherwise or direct reference is made to Occupier.



NOTES

- BLOCK 10 IS NOT IN THIS UNIT PLAN
- BLOCKS 24–48 ARE IN DEPOSITED PLAN No 11682
- BLOCKS ARE SUBJECT TO "REDUCED LEVELS" AS NOTED ON DEPOSITED PLAN No 11682
- REFER TO DP11682, CROWN LEASE AND DEALING NOs 2235637 & 2235638 FOR EASEMENT INFORMATION

Form 1

Form 088 - SP

0 5 10 20 METRES

Graphic bar scale - SCALE 1: 300

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

SURVEYORS DECLARATION

I, DAVID AMBROSE STONE of VERIS AUSTRALIA PTY LIMITED

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

1. The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on (insert date) - 13 SEPTEMBER 2019
2. The survey is in accordance with the following Acts:
   - *Unit Titles Act 2001*;
   - *Land Titles (Unit Titles) Act 1970*;
   - *Land Titles Act 1925*; and,
   - any other Regulation made under those Acts and in accordance with the *Surveyors Practice Directions*.

Signature of Registered Surveyor

Dated 16 OCTOBER 2019

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

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

OR

3 (a), (b), (c)

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

2 Kennedy Street Kingston ACT 2604

Address for Service of Notice

Raine & Horne Strata

Name of Manager / Owners Corporation

REF: 2196065.02UP

LAND TITLES

ACCESS CANBERRA

Chief Minister, Treasury and Economic Development Directorate

Sheet No. 1 of 3

SITE PLAN

LAND DETAILS

Block
25 - 48

Section
18

Division
BRADDON

Deposited Plan Number
11682

Volume/Folio
2422/25

Class of Units (A or B)
A

NIKOLAOS GEORGALIS, SOLE DIRECTOR
NG Landholdings No. 14 Pty Ltd ACN 612 218 292

Signature of Lessee

Lyn Tankey

Delegate of the ACT Planning and Land Authority

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

David Pryce
Registrar-General

- 4 NOV 2019

UNITS PLAN No.

4769

Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
BRADDON	18	25-48

Unit Plan No
4769

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	415	3	2428	31
2	306	3	2428	32
3	306	3	2428	33
4	319	3	2428	34
5	455	4	2428	35
6	319	3	2428	36
7	682	4	2428	37
8	682	4	2428	38
9	437	4	2428	39
10	682	3	2428	40
11	485	3	2428	41
12	315	3	2428	42
13	324	3	2428	43
14	328	3	2428	44
15	310	3	2428	45
16	310	3	2428	46
17	310	3	2428	47
18	437	3	2428	48
19	337	3	2428	49
20	341	3	2428	50
21	332	3	2428	51
22	328	3	2428	52
23	463	3	2428	53
24	324	3	2428	54
25	468	3	2428	55
Aggregate				

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

Volume	Folio
2428	30

.....
Signature of Lessee

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

Dated Twenty eighth this day of October 2019

Lyn Tankey
.....
Delegate of the Authority/Executive

David Pryce
Registrar-General
.....
Deputy Registrar-General

Approved form AF 2006 – 231 approved by Danielle Krajina, Registrar-General on 25 July 2006 under s140 *Land Titles Act 1925* (approved forms) and revokes form AF 2004-116

Unauthorised version prepared by ACT Parliamentary Counsel's Office

Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 3 of 37 Sheets

SUE
Form 076

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
BRADDON	18	25-48

Unit Plan No
4769

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	424	3	2428	56
27	310	3	2428	57
28	310	3	2428	58
29	324	3	2428	59
30	463	4	2428	60
31	324	3	2428	61
32	341	4	2428	62
33	341	3	2428	63
34	472	3	2428	64
35	324	3	2428	65
36	472	3	2428	66
37	472	3	2428	67
38	324	3	2428	68
39	490	3	2428	69
40	350	3	2428	70
41	328	3	2428	71
42	328	3	2428	72
43	463	4	2428	73
44	328	3	2428	74
45	315	3	2428	75
46	315	3	2428	76
47	446	4	2428	77
48	490	3	2428	78
49	332	3	2428	79
50	490	3	2428	80
Aggregate				

I .....
Signature of Lessee

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

Dated Twenty eighth this day of October 2019

Lyn Tankey
Delegate of the Authority/Executive

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

Volume	Folio
2428	30

David Pryce
Registrar-General

Deputy Registrar-General

Approved form AF 2006 – 231 approved by Danielle Krajina, Registrar-General on 25 July 2006 under s140 *Land Titles Act 1925* (approved forms) and revokes form AF 2004-116

Unauthorised version prepared by ACT Parliamentary Counsel's Office

Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

~~District~~/Division	Section	Block
BRADDON	18	25-48

Unit Plan No
4769

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	328	3	2428	81
52	341	3	2428	82
53	345	3	2428	83
54	337	3	2428	84
55	332	3	2428	85
56	468	3	2428	86
57	328	3	2428	87
58	472	3	2428	88
59	433	3	2428	89
60	315	3	2428	90
61	634	4	2428	91
62	472	4	2428	92
63	328	3	2428	93
64	328	3	2428	94
65	350	3	2428	95
66	477	3	2428	96
67	328	3	2428	97
68	477	3	2428	98
69	477	3	2428	99
70	328	3	2428	100
71	494	3	2429	1
72	363	3	2429	2
73	332	3	2429	3
74	332	3	2429	4
75	468	4	2429	5
Aggregate				

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

Volume	Folio
2428	30

.....
Signature of Lessee

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

Dated Twenty eighth this day of October 2019

Lyn Tankey
.....
Delegate of the Authority/Executive

David Pryce
Registrar-General
.....
Deputy Registrar-General

Approved form AF 2006 – 231 approved by Danielle Krajina, Registrar-General on 25 July 2006 under s140 *Land Titles Act 1925* (approved forms) and revokes form AF 2004-118

Unauthorised version prepared by ACT Parliamentary Counsel's Office

Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 5 of 37 Sheets

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
BRADDON	18	25-48

Unit Plan No
4769

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
76	656	4	2429	6
77	319	3	2429	7
78	455	3	2429	8
79	498	3	2429	9
80	332	3	2429	10
81	498	3	2429	11
82	332	3	2429	12
83	345	3	2429	13
84	350	3	2429	14
85	341	3	2429	15
86	337	3	2429	16
87	472	3	2429	17
88	332	3	2429	18
89	477	3	2429	19
90	442	3	2429	20
91	319	3	2429	21
92	638	4	2429	22
93	481	4	2429	23
94	332	3	2429	24
95	332	3	2429	25
96	359	3	2429	26
97	481	3	2429	27
98	332	3	2429	28
99	481	3	2429	29
100	481	3	2429	30
Aggregate				

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

Volume	Folio
2428	30

.....
Signature of Lessee

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

Dated Twenty eighth this day of October 2019

Lyn Tankey
.....
Delegate of the Authority/Executive

David Pryce
Registrar-General
.....
Deputy Registrar-General

Approved form AF 2006 – 231 approved by Danielle Kraljina, Registrar-General on 25 July 2006 under s140 *Land Titles Act 1925* (approved forms) and revokes form AF 2004-116

Unauthorised version prepared by ACT Parliamentary Counsel's Office

Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 6 of 37 Sheets

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
BRADDON	18	25-48

Unit Plan No
4769

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
101	332	3	2429	31
102	498	3	2429	32
103	367	3	2429	33
104	337	3	2429	34
105	337	3	2429	35
106	472	4	2429	36
107	660	4	2429	37
108	324	3	2429	38
109	459	3	2429	39
110	503	3	2429	40
111	341	3	2429	41
112	507	3	2429	42
113	337	3	2429	43
114	350	3	2429	44
115	354	3	2429	45
116	345	3	2429	46
117	341	3	2429	47
118	477	3	2429	48
119	337	3	2429	49
120	481	3	2429	50
121	450	3	2429	51
122	324	3	2429	52
123	643	4	2429	53
124	490	4	2429	54
125	337	3	2429	55
Aggregate				

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

Volume	Folio
2428	30

.....
Signature of Lessee

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

Dated Twenty eighth this day of October 2019

Lyn Tonkey
.....
Delegate of the Authority/Executive

David Pryce
Registrar-General

.....
Deputy Registrar-General

Approved form AF 2006 – 231 approved by Daniella Krajina, Registrar-General on 25 July 2006 under s140 *Land Titles Act 1925* (approved forms) and revokes form AF 2004-116

Unauthorised version prepared by ACT Parliamentary Counsel's Office

Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 7 of 37 Sheets

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
BRADDON	18	25-48

Unit Plan No
4769

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
126	337	3	2429	56
127	367	3	2429	57
128	485	3	2429	58
129	337	3	2429	59
130	485	3	2429	60
131	503	3	2429	61
132	337	3	2429	62
133	503	3	2429	63
134	372	3	2429	64
135	341	3	2429	65
136	341	3	2429	66
137	481	4	2429	67
138	665	4	2429	68
139	328	3	2429	69
140	463	3	2429	70
141	516	3	2429	71
142	341	3	2429	72
143	516	3	2429	73
144	341	3	2429	74
145	354	3	2429	75
146	359	3	2429	76
147	350	3	2429	77
148	345	3	2429	78
149	481	3	2429	79
150	341	3	2429	80
Aggregate				

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

Volume	Folio
2428	30

.....
Signature of Lessee

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

Dated Twenty eighth this day of October 2019

Lyn Tankey
Delegate of the Authority/Executive

David Pryce
Registrar-General
Deputy Registrar-General

Approved form AF 2006 – 231 approved by Danielle Krajina, Registrar-General on 25 July 2006 under s140 *Land Titles Act 1925* (approved forms) and revokes form AF 2004-116

Unauthorised version prepared by ACT Parliamentary Counsel's Office

Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 8 of 37 Sheets

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

~~District~~/Division	Section	Block
BRADDON	18	25-48

Unit Plan No
4769

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
151	485	3	2429	81
152	459	3	2429	82
153	328	3	2429	83
154	647	4	2429	84
155	498	4	2429	85
156	341	3	2429	86
157	341	3	2429	87
158	376	3	2429	88
159	490	3	2429	89
160	341	3	2429	90
161	490	3	2429	91
162	490	3	2429	92
163	341	3	2429	93
164	507	3	2429	94
165	376	3	2429	95
166	345	3	2429	96
167	345	3	2429	97
168	490	4	2429	98
169	669	4	2429	99
170	332	3	2429	100
171	468	3	2430	1
172	520	3	2430	2
173	345	3	2430	3
174	520	3	2430	4
175	345	3	2430	5
Aggregate				

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

Volume	Folio
2428	30

.....
Signature of Lessee

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

Dated Twenty eighth this day of October 2019

Lyn Tankey
Delegate of the Authority/Executive

David Pryce
Registrar-General
Deputy Registrar-General

Approved form AF 2006 – 231 approved by Daniella Krajina, Registrar-General on 25 July 2006 under s140 *Land Titles Act 1925* (approved forms) and revokes form AF 2004-116

Unauthorised version prepared by ACT Parliamentary Counsel's Office

Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

~~District~~/Division	Section	Block
BRADDON	18	25-48

Unit Plan No
4769

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
176	359	3	2430	6
177	363	3	2430	7
178	354	3	2430	8
179	350	3	2430	9
180	490	3	2430	10
181	345	3	2430	11
182	490	3	2430	12
183	468	3	2430	13
184	332	3	2430	14
185	651	4	2430	15
186	507	4	2430	16
187	345	3	2430	17
188	345	3	2430	18
189	385	3	2430	19
190	494	3	2430	20
191	350	3	2430	21
192	494	3	2430	22
193	494	3	2430	23
194	350	3	2430	24
195	512	3	2430	25
196	380	3	2430	26
197	350	3	2430	27
198	350	3	2430	28
199	498	4	2430	29
200	673	4	2430	30
Aggregate				

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

Volume	Folio
2428	30

.....
Signature of Lessee

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

Dated Twenty eighth this day of October 2019

Lyn Tankey
.....
Delegate of the Authority/Executive

David Pryce
Registrar-General
.....
Deputy Registrar-General

Approved form AF 2006 – 231 approved by Danielle Kraina, Registrar-General on 25 July 2006 under s140 *Land Titles Act 1925* (approved forms) and revokes form AF 2004-116

Unauthorised version prepared by ACT Parliamentary Counsel's Office

Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 10 of 37 Sheets

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

~~District~~/Division	Section	Block
BRADDON	18	25-48

Unit Plan No
4769

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
201	337	3	2430	31
202	472	3	2430	32
203	525	3	2430	33
204	345	3	2430	34
205	525	3	2430	35
206	350	3	2430	36
207	1049	4	2430	37
208	1139	4	2430	38
209	1093	3	2430	39
210	787	3	2430	40
211	940	3	2430	41
212	831	4	2430	42
213	516	5	2430	43
214	350	3	2430	44
215	350	3	2430	45
216	389	3	2430	46
217	498	3	2430	47
218	354	3	2430	48
219	498	3	2430	49
220	498	3	2430	50
221	354	3	2430	51
222	516	3	2430	52
223	385	3	2430	53
224	354	3	2430	54
225	354	3	2430	55
Aggregate				

.....
Signature of Lessee

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

Volume	Folio
2428	30

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

Dated Twenty eighth this day of October 2019

Lyn Tankey
Delegate of the Authority/Executive

David Pryce
Registrar-General

.....
Deputy Registrar-General

Approved form AF 2006 – 231 approved by Danielle Kraljina, Registrar-General on 25 July 2006 under s140 *Land Titles Act 1925* (approved forms) and revokes form AF 2004-116

Unauthorised version prepared by ACT Parliamentary Counsel's Office

Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 11 of 37 Sheets

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
BRADDON	18	25-48

Unit Plan No
4769

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO.	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
226	503	4	2430	56
227	678	4	2430	57
228	940	4	2430	58
229	678	3	2430	59
230	1182	3	2430	60
Aggregate	100000	726		

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

Volume	Folio
2428	30

.....
Signature of Lessee

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

Dated Twenty eighth this day of October 2019

Lyn Tankey
.....
Delegate of the Authority/Executive

David Pryce
Registrar-General

.....
Deputy Registrar-General

Approved form AF 2006 – 231 approved by Danielle Krejma, Registrar-General on 25 July 2006 under s140 *Land Titles Act 1925* (approved forms) and revokes form AF 2004-116

Unauthorised version prepared by ACT Parliamentary Counsel's Office

ADDRESS	UNIT IDENTIFIER				SUBSIDIARIES										
					YARD		BALCONY		GARDEN		CAR SPACE / GARAGE		STORE ROOM		
	UNIT No.	SHEET No.	FLOOR	DOOR No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUBSIDIARY TOTAL
STREET	1	17	FIRST	101			1	17			2	13	3	13	3
	2	17	FIRST	102			1	17			2	13	3	13	3
	3	17	FIRST	103			1	17			2	13	3	13	3
	4	17	FIRST	104			1	17			2	13	3	13	3
	5	17	FIRST	105			1,2	17, 17			3	13	4	13	4
	6	17	FIRST	106			1	17			2	13	3	13	3
	7	16	G, 1	107	1	16	2	17			3	14	4	14	4
	8	16	G, 1	108	1	16	2	17			3	14	4	14	4
	9	16	G, 1	109	1	16	2	17			3	13	4	13	4
	10	16	G, 1	110	1	16					2	14	3	14	3
	11	17	FIRST	111			1	17			2	13	3	13	3
	12	17	FIRST	112			1	17			2	13	3	13	3
	13	17	FIRST	113			1	17			2	13	3	13	3
	14	17	FIRST	114			1	17			2	13	3	13	3
	15	17	FIRST	115			1	17			2	13	3	13	3
	16	17	FIRST	116			1	17			2	13	3	13	3
	17	17	FIRST	117			1	17			2	13	3	13	3
	18	17	FIRST	118			1	17			2	14	3	14	3
	19	18	SECOND	201			1	18			2	13	3	13	3
	20	18	SECOND	202			1	18			2	13	3	13	3
	21	18	SECOND	203			1	18			2	13	3	13	3
	22	18	SECOND	204			1	18			2	13	3	13	3
	23	18	SECOND	205			1	18			2	13	3	13	3
	24	18	SECOND	206			1	18			2	13	3	13	3
	25	18	SECOND	207			1	18			2	13	3	13	3
	26	18	SECOND	208			1	18			2	13	3	13	3
	27	18	SECOND	209			1	18			2	13	3	13	3
	28	18	SECOND	210			1	18			2	13	3	13	3
	29	18	SECOND	211			1	18			2	13	3	13	3
	30	18	SECOND	212			1, 2	18, 18			3	13	4	13	4
	31	18	SECOND	213			1	18			2	13	3	13	3
	32	18	SECOND	214			1	18			2, 4	13, 14	3	14	4
	33	18	SECOND	215			1	18			2	13	3	13	3
	34	18	SECOND	216			1	18			2	14	3	14	3
	35	18	SECOND	217			1	18			2	13	3	13	3
	36	18	SECOND	218			1	18			2	14	3	14	3
	37	18	SECOND	219			1	18			2	13	3	13	3
	38	18	SECOND	220			1	18			2	13	3	13	3
	39	18	SECOND	221			1	18			2	14	3	14	3
	40	18	SECOND	222			1	18			2	13	3	13	3
	41	18	SECOND	223			1	18			2	13	3	13	3
	42	18	SECOND	224			1	18			2	13	3	13	3
	43	18	SECOND	225			1, 2	18, 18			3	13	4	13	4
	44	18	SECOND	226			1	18			2	13	3	13	3
	45	18	SECOND	227			1	18			2	14	3	14	3
	46	18	SECOND	228			1	18			2	13	3	13	3
	47	18	SECOND	229			1, 2	18, 18			3	13	4	13	4
	48	18	SECOND	230			1	18			2	13	3	13	3
	49	18	SECOND	231			1	18			2	13	3	13	3
	50	18	SECOND	232			1	18			2	14	3	14	3
	51	18	SECOND	233			1	18			2	14	3	14	3
	52	19	THIRD	301			1	19			2	13	3	13	3
	53	19	THIRD	302			1	19			2	13	3	13	3
	54	19	THIRD	303			1	19			2	13	3	13	3
	55	19	THIRD	304			1	19			2	13	3	13	3
	56	19	THIRD	305			1	19			2	14	3	14	3
	57	19	THIRD	306			1	19			2	13	3	13	3
	58	19	THIRD	307			1	19			2	13	3	13	3
	59	19	THIRD	308			1	19			2	13	3	13	3
	60	19	THIRD	309			1	19			2	13	3	13	3
	61	19	THIRD	310			1, 2	19, 19			3	14	4	14	4
	62	19	THIRD	311			1, 2	19, 19			3	13	4	13	4
	63	19	THIRD	312			1	19			2	13	3	13	3
	64	19	THIRD	313			1	19			2	13	3	13	3
	65	19	THIRD	314			1	19			2	13	3	13	3
	66	19	THIRD	315			1	19			2	14	3	14	3
	67	19	THIRD	316			1	19			2	13	3	13	3
	68	19	THIRD	317			1	19			2	14	3	14	3
	69	19	THIRD	318			1	19			2	14	3	14	3
	70	19	THIRD	319			1	19			2	13	3	13	3
	71	19	THIRD	320			1	19			2	13	3	13	3
	72	19	THIRD	321			1	19			2	13	3	13	3
	73	19	THIRD	322			1	19			2	13	3	13	3
	74	19	THIRD	323			1	19			2	13	3	13	3
	75	19	THIRD	324			1, 2	19, 19			3	13	4	13	4
	76	19	THIRD	325			1, 2	19, 19			3	13	4	13	4
	77	19	THIRD	326			1	19			2	13	3	13	3
	78	19	THIRD	327			1	19			2	13	3	13	3
	79	19	THIRD	328			1	19			2	13	3	13	3
	80	19	THIRD	329			1	19			2	13	3	13	3
	81	19	THIRD	330			1	19			2	14	3	14	3
	82	19	THIRD	331			1	19			2	13	3	13	3
	83	20	FOURTH	401			1	20			2	14	3	14	3
	84	20	FOURTH	402			1	20			2	13	3	13	3
	85	20	FOURTH	403			1	20			2	13	3	13	3
	86	20	FOURTH	404			1	20			2	13	3	13	3
	87	20	FOURTH	405			1	20			2	13	3	13	3
	88	20	FOURTH	406			1	20			2	13	3	13	3
	89	20	FOURTH	407			1	20			2	13	3	13	3
	90	20	FOURTH	408			1	20			2	13	3	13	3
	91	20	FOURTH	409			1	20			2	13	3	13	3
	92	20	FOURTH	410			1, 2	20, 20			3	13	4	13	4
	93	20	FOURTH	411			1, 2	20, 20			3	13	4	13	4
	94	20	FOURTH	412			1	20			2	13	3	13	3
	95	20	FOURTH	413			1	20			2	13	3	13	3
	96	20	FOURTH	414			1	20			2	13	3	13	3
	97	20	FOURTH	415			1	20			2	13	3	13	3
	98	20	FOURTH	416			1	20			2	13	3	13	3
	99	20	FOURTH	417			1	20			2	13	3	13	3
	100	20	FOURTH	418			1	20			2	13	3	13	3
	101	20	FOURTH	419			1	20			2	13	3	13	3
	102	20	FOURTH	420			1	20			2	13	3	13	3
	103	20	FOURTH	421			1	20			2	13	3	13	3
	104	20	FOURTH	422			1	20			2	13	3	13	3
	105	20	FOURTH	423			1	20			2	13	3	13	3
	106	20	FOURTH	424			1, 2	20, 20			3	14	4	14	4
	107	20	FOURTH	425			1, 2	20, 20			3	14	4	14	4
	108	20	FOURTH	426			1	20			2	13	3	13	3
	109	20	FOURTH	427			1	20			2	13	3	13	3
	110	20	FOURTH	428			1	20			2	13	3	13	3
	111	20	FOURTH	429			1	20			2	13	3	13	3
	112	20	FOURTH	430			1	20			2	14	3	14	3
	113	20	FOURTH	431			1	20			2	13	3	13	3
	114	21	FIFTH	501			1	21			2	13	3	13	3
	115	21	FIFTH	502			1	21			2	13	3	13	3
	116	21	FIFTH	503			1	21			2	13	3	13	3
	117	21	FIFTH	504			1	21			2	13	3	13	3
	118	21	FIFTH	505			1	21			2	14	3	14	3
	119	21	FIFTH	506			1	21			2	13	3	13	3
	120	21	FIFTH	507			1	21			2	13	3	13	3
	121	21	FIFTH	508			1	21			2	13	3	13	3
	122	21	FIFTH	509			1	21			2	14	3	14	3
	123	21	FIFTH	510			1, 2	21, 21			3	14	4	14	4
	124	21	FIFTH	511			1, 2	21, 21			3	13	4	13	4
	125	21	FIFTH	512			1	21			2	13	3	13	3
	126	21	FIFTH	513			1	21			2	14	3	14	3
	127	21	FIFTH	514			1	21			2	13	3	13	3
	128	21	FIFTH	515			1	21			2	13	3	13	3
	129	21	FIFTH	516			1	21			2	13	3	13	3
	130	21	FIFTH	517			1	21			2	13	3	13	3
	131	21	FIFTH	518			1	21			2	14	3	14	3
	132	21	FIFTH	519			1	21			2	13	3	13	3
	133	21	FIFTH	520			1	21			2	14	3	14	3
	134	21	FIFTH	521			1	21			2	13	3	13	3
	135	21	FIFTH	522			1	21			2	13	3	13	3
	136	21	FIFTH	523			1	21			2	13	3	13	3
	137	21	FIFTH	524			1, 2	21, 21			3	13	4	13	4
	138	21	FIFTH	525			1, 2	21, 21			3	13	4	13	4
	139	21	FIFTH	526			1	21			2	13	3	13	3
	140	21	FIFTH	527			1	21			2	13	3	13	3
	141	21	FIFTH	528			1	21			2	13	3	13	3
	142	21	FIFTH	529			1	21			2	13	3	13	3
	143	21	FIFTH	530			1	21			2	14	3	14	3
	144	21	FIFTH	531			1	21			2	13	3	13	3
	145	22	SIXTH	601			1	22			2	13	3	13	3
	146	22	SIXTH	602			1	22			2	14	3	14	3
	147	22	SIXTH	603			1	22			2	14	3	14	3
	148	22	SIXTH	604			1	22			2	13	3	13	3
	149	22	SIXTH	605			1	22			2	13	3	13	3
	150	22	SIXTH	606			1	22			2	14	3	14	3
	151	22	SIXTH	607			1	22			2	14	3	14	3
	152	22	SIXTH	608			1	22			2	14	3	14	3
	153	22	SIXTH	609			1	22			2	14	3	14	3
	154	22	SIXTH	610			1, 2	22, 22			3	13	4	13	4
	155	22	SIXTH	611			1, 2	22, 22			3	13	4	13	4
	156	22	SIXTH	612			1	22			2	14	3	14	3
	157	22	SIXTH	613			1	22			2	13	3	13	3
	158	22	SIXTH	614			1	22			2	14	3	14	3
	159	22	SIXTH	615			1	22			2	14	3	14	3
	160	22	SIXTH	616			1	22			2	14	3	14	3
	161	22	SIXTH	617			1	22			2	14	3	14	3
	162	22	SIXTH	618			1	22			2	14	3	14	3
	163	22	SIXTH	619			1	22			2	14	3	14	3
	164	22	SIXTH	620			1	22			2	13	3	13	3
	165	22	SIXTH	621			1	22			2	14	3	14	3
	166	22	SIXTH	622			1	22			2	14	3	14	3
	167	22	SIXTH	623			1	22			2	14	3	14	3
	168	22	SIXTH	624			1, 2	22, 22			3	14	4	14	4
	169	22	SIXTH	625			1, 2	22, 22			3	14	4	13	4
	170	22	SIXTH	626			1	22			2	13	3	13	3
	171	22	SIXTH	627			1	22			2	14	3	14	3
	172	22	SIXTH	628			1	22			2	14	3	14	3
	173	22	SIXTH	629			1	22			2	14	3	14	3
	174	22	SIXTH	630			1	22			2	14	3	14	3
	175	22	SIXTH	631			1	22			2	14	3	14	3
	176	23	SEVENTH	701			1	23			2	14	3	14	3
	177	23	SEVENTH	702			1	23			2	14	3	14	3
	178	23	SEVENTH	703			1	23			2	14	3	14	3
	179	23	SEVENTH	704			1	23			2	13	3	13	3
	180	23	SEVENTH	705			1	23			2	13	3	13	3
	181	23	SEVENTH	706			1	23			2	14	3	14	3
	182	23	SEVENTH	707			1	23			2	14	3	14	3
	183	23	SEVENTH	708			1	23			2	14	3	14	3
	184	23	SEVENTH	709			1	23			2	13	3	13	3
	185	23	SEVENTH	710			1, 2	23, 23			3	14	4	14	4
	186	23	SEVENTH	711			1, 2	23, 23			3	14	4	14	4
	187	23	SEVENTH	712			1	23			2	14	3	14	3
	188	23	SEVENTH	713			1	23			2	14	3	14	3
	189	23	SEVENTH	714			1	23			2	14	3	14	3
	190	23	SEVENTH	715			1	23			2	13	3	13	3
	191	23	SEVENTH	716			1	23			2	14	3	14	3
	192	23	SEVENTH	717			1	23			2	13	3	13	3
	193	23	SEVENTH	718			1	23			2	13	3	13	3
	194	23	SEVENTH	719			1	23			2	13	3	13	3
	195	23	SEVENTH	720			1	23			2	13	3	13	3
	196	23	SEVENTH	721			1	23			2	14	3	14	3
	197	23	SEVENTH	722			1	23			2	13	3	13	3
	198	23	SEVENTH	723			1	23			2	13	3	13	3
	199	23	SEVENTH	724			1, 2	23, 23			3	14	4	14	4
	200	23	SEVENTH	725			1, 2	23, 23			3	14	4	14	4
	201	23	SEVENTH	726			1	23			2	13	3	13	3
	202	23	SEVENTH	727			1	23			2	13	3	13	3
	203	23	SEVENTH	728			1	23			2	13	3	13	3
	204	23	SEVENTH	729			1	23			2	13	3	13	3
	205	23	SEVENTH	730			1	23			2	14	3	14	3
	206	23	SEVENTH	731			1	23			2	13	3	13	3
	207	24	EIGHTH	801			1, 2	24, 24	3	25	4	14			4
	208	24	EIGHTH	802			1, 2	24, 24	3	25	4	14			4
	209	24	EIGHTH	803			1	24	2	25	3	14			3
	210	24	EIGHTH	804			1	24	2	25	3	14			3
	211	24	EIGHTH	805			1	24			2	13	3	13	3
	212	24	EIGHTH	806			1, 2	24, 24			3	13	4	13	4
	213	24	EIGHTH	807			1, 2	24, 24			3, 5	13, 13	4	13	5
	214	24	EIGHTH	808			1	24			2	13	3	13	3
	215	24	EIGHTH	809			1	24			2	13	3	13	3
	216	24	EIGHTH	810			1	24			2	14	3	14	3
	217	24	EIGHTH	811			1	24			2	14	3	14	3
	218	24	EIGHTH	812			1	24			2	14	3	14	3
	219	24	EIGHTH	813			1	24			2	13	3	13	3
	220	24	EIGHTH	814			1	24			2	14	3	14	3
	221	24	EIGHTH	815			1	24			2	14	3	14	3
	222	24	EIGHTH	816			1	24			2	13	3	13	3
	223	24	EIGHTH	817			1	24			2	14	3	14	3
	224	24	EIGHTH	818			1	24			2	14	3	14	3
	225	24	EIGHTH	819			1	24			2	14	3	14	3
	226	24	EIGHTH	820			1, 2	24, 24			3	13	4	13	4
	227	24	EIGHTH	821			1, 2	24, 24			3	13	4	13	4
	228	24	EIGHTH	822			1, 2	24, 24			3	14	4	14	4
	229	24	EIGHTH	823			1	24	2	25	3	14			3
	230	24	EIGHTH	824			1	24	2	25	3	14			3

ELOUERA 1

UR UTILITY ROOM
UC UTILITY CUPBOARD
Y DENOTES YARD
D DENOTES DUCT - BEING COMMON PROPERTY
C DENOTES COLUMN
B DENOTES BALCONY
S DENOTES STOREROOM
ST STAIRS
CP DENOTES COMMON PROPERTY
\# DENOTES BOUNDARY IS FACE OR LINE OF FACE OF COLUMN
* DENOTES BOUNDARY THROUGH CENTRE OR LINE OF CENTRE OF COLUMN
◧ DENOTES BOUNDARY IS FACE OR LINE OF FACE OF WALL

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

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

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

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

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

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

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

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

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

NIKOLAOS GEORGALIS
SOLE DIRECTOR
NG LANDHOLDINGS NO. 14 PTY LTD
ACN 612 218 292

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

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

Sheet No. 12 of 37

FLOOR PLAN

Block
25 - 48

Section
18

Division
BRADDON

FLOOR NUMBER
INDEX / LEGEND

UNITS PLAN No.
4769

Form 3

Form 091 - FP

REF: 2196065.02UP

LAND TITLES

ACCESS CANBERRA

Chief Minister, Treasury and Economic Development Directorate

Sheet No. 13 of 37

FLOOR PLAN

Block: 25 - 48

Section: 18

Division: BRADDON

FLOOR NUMBER: BASEMENT 3

CLASS A UNITS AND UNIT SUBSIDIARIES

BLOCK 15
SECTION 18

BLOCK 16
SECTION 18

BLOCK 17
SECTION 18

PLANT CP

AVENUE

NORTHBOURNE

STREET

MORT

ELOUERA

STREET

UNIT SUBSIDIARY BOUNDARY IS FACE OF CONCRETE WALL

DIAGRAM A

DIAGRAM B

DIAGRAM C

DIAGRAM D

DIAGRAM E

DIAGRAM F

DIAGRAM G

DIAGRAM H

NIKOLAOS GEORGALIS
SOLE DIRECTOR
NG LANDHOLDINGS No. 14 PTY LTD
ACN 612 218 292

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

SEE SHEET 12 FOR LEGEND

Form 3

Form 091 - FP

0 5 10 METRES

Graphic bar scale - SCALE 1: 250

UNITS PLAN No. 4769

REF: 2196065.02UP

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

Sheet No. 14 of 37

FLOOR PLAN

Block: 25 - 48

Section: 18

Division: BRADDON

FLOOR NUMBER: BASEMENT 2

CLASS A UNITS AND UNIT SUBSIDIARIES

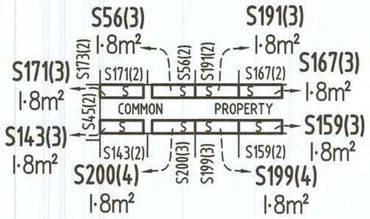


DIAGRAM A

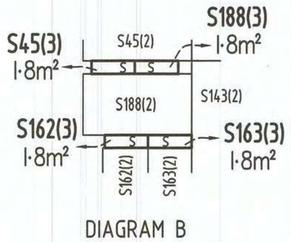


DIAGRAM B

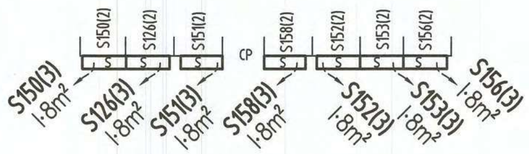


DIAGRAM C

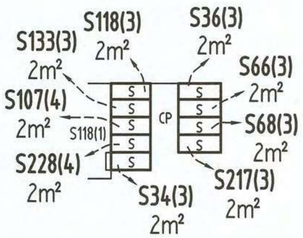


DIAGRAM D

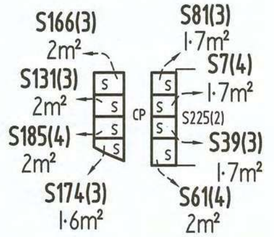


DIAGRAM E

Nikolaos Georgalis
Sole Director
N.C. Landholdings No.14 Pty Ltd
ACN 612 218 292
a delegate of the Planning and Land Authority in exercising its functions
Lyn Tankey

SEE SHEET 12 FOR LEGEND

UNITS PLAN NO.
4769

Form 3

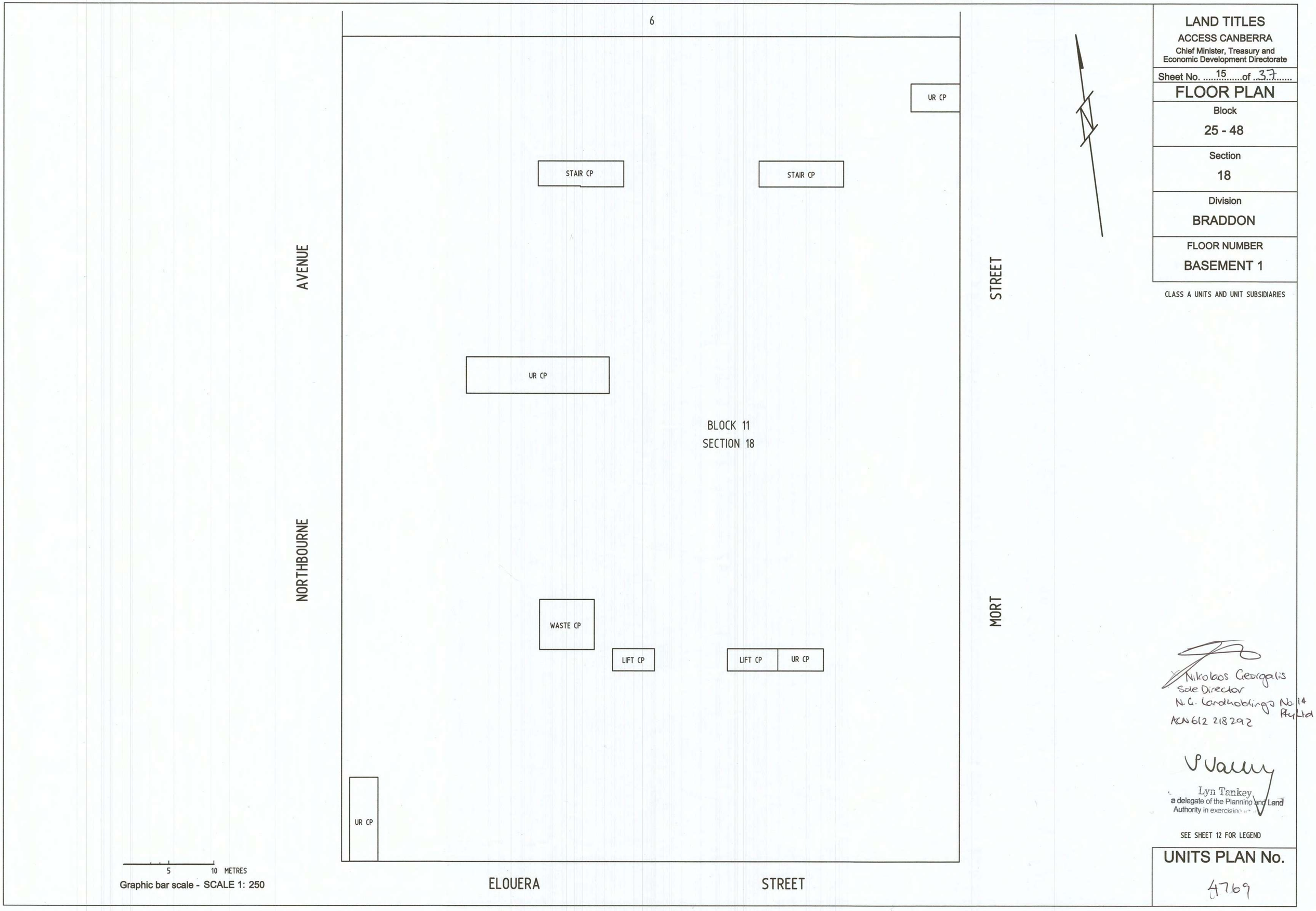
Form 091 - FP

0 5 10 METRES

Graphic bar scale - SCALE 1: 250

REF: 2196065.02UP

6



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

Sheet No. 15 of 37

FLOOR PLAN

Block
25 - 48

Section
18

Division
BRADDON

FLOOR NUMBER
BASEMENT 1

CLASS A UNITS AND UNIT SUBSIDIARIES

Nikolaos Georgalis
Sole Director
N. G. Landholdings No 14 Pty Ltd
ACN 612 218 292

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

SEE SHEET 12 FOR LEGEND

UNITS PLAN No.
4769

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

Sheet No. 16 of 37

FLOOR PLAN

Block
25 - 48

Section
18

Division
BRADDON

FLOOR NUMBER
GROUND

CLASS A UNITS AND UNIT SUBSIDIARIES

6

AVENUE

NORTHBOURNE

S10(1) 8m² YARD	PT 10 (51m²)	TOTAL 104m²
S9(1) 8m² YARD	PT 9 (50m²)	TOTAL 84m²
S8(1) 10m² YARD	PT 8 (56m²)	TOTAL 103m²
S7(1) 9m² YARD	PT 7 (52m²)	TOTAL 102m²

STAIR
STAIR
STAIR
STAIR

PROPERTY COMMON

BLOCK 10
SECTION 18

WASTE CP

STAIR CP

Nikolaos Georgalis
Sole Director
N.G. Landholdings No 14 Pty Ltd
ACN 612 298 292

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

SEE SHEET 12 FOR LEGEND

0 1 2 3 4 5 METRES

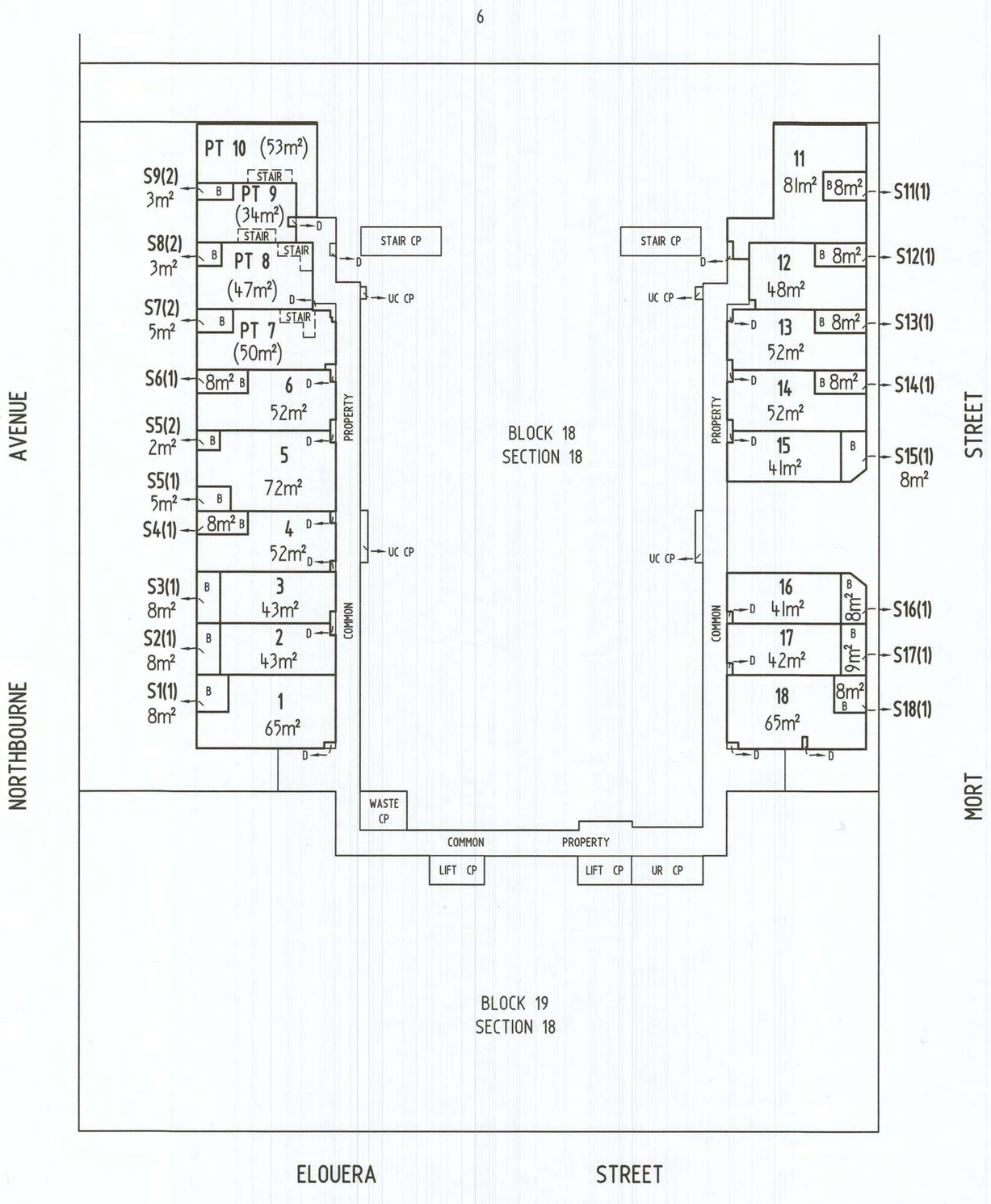
Graphic bar scale - SCALE 1: 100

Form 091 - FP

UNITS PLAN No.
4769

REF: 2196065.02UP

6



Nikolaos Georgalis
Sole Director
N.G. Landholdings No.14 Pty Ltd
ACN 612 218 292

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

SEE SHEET 12 FOR LEGEND

Form 3

Form 091 - FP

0 5 10 20 METRES

Graphic bar scale - SCALE 1: 300

REF: 2196065.02UP

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

Sheet No. 17 of 37

FLOOR PLAN

Block
25 - 48

Section
18

Division
BRADDON

FLOOR NUMBER
FIRST

CLASS A UNITS AND UNIT SUBSIDIARIES

UNITS PLAN No.
4769

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

Sheet No. 18 of 37

FLOOR PLAN

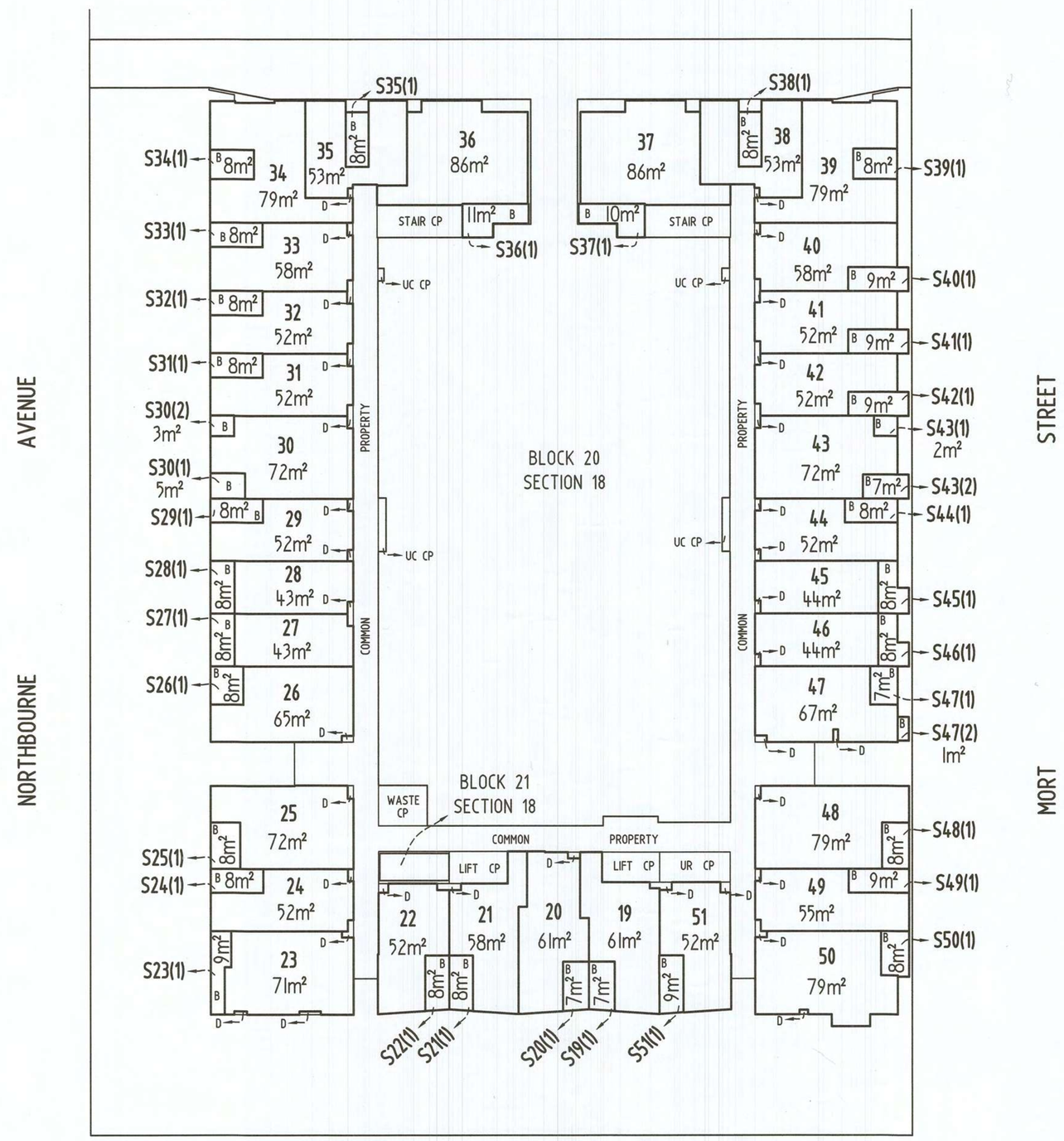
Block
25 - 48

Section
18

Division
BRADDON

FLOOR NUMBER
SECOND

CLASS A UNITS AND UNIT SUBSIDIARIES



Nikolaos Georgalis
Sole Director
N.G. Landholdings No. 14 Pty Ltd
ACN 612 218 292

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

SEE SHEET 12 FOR LEGEND

Form 3

Form 091 - FP

0 5 10 20 METRES

Graphic bar scale - SCALE 1: 300

UNITS PLAN No.
4769

REF: 2196065.02UP

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

Sheet No. 19 of 37

FLOOR PLAN

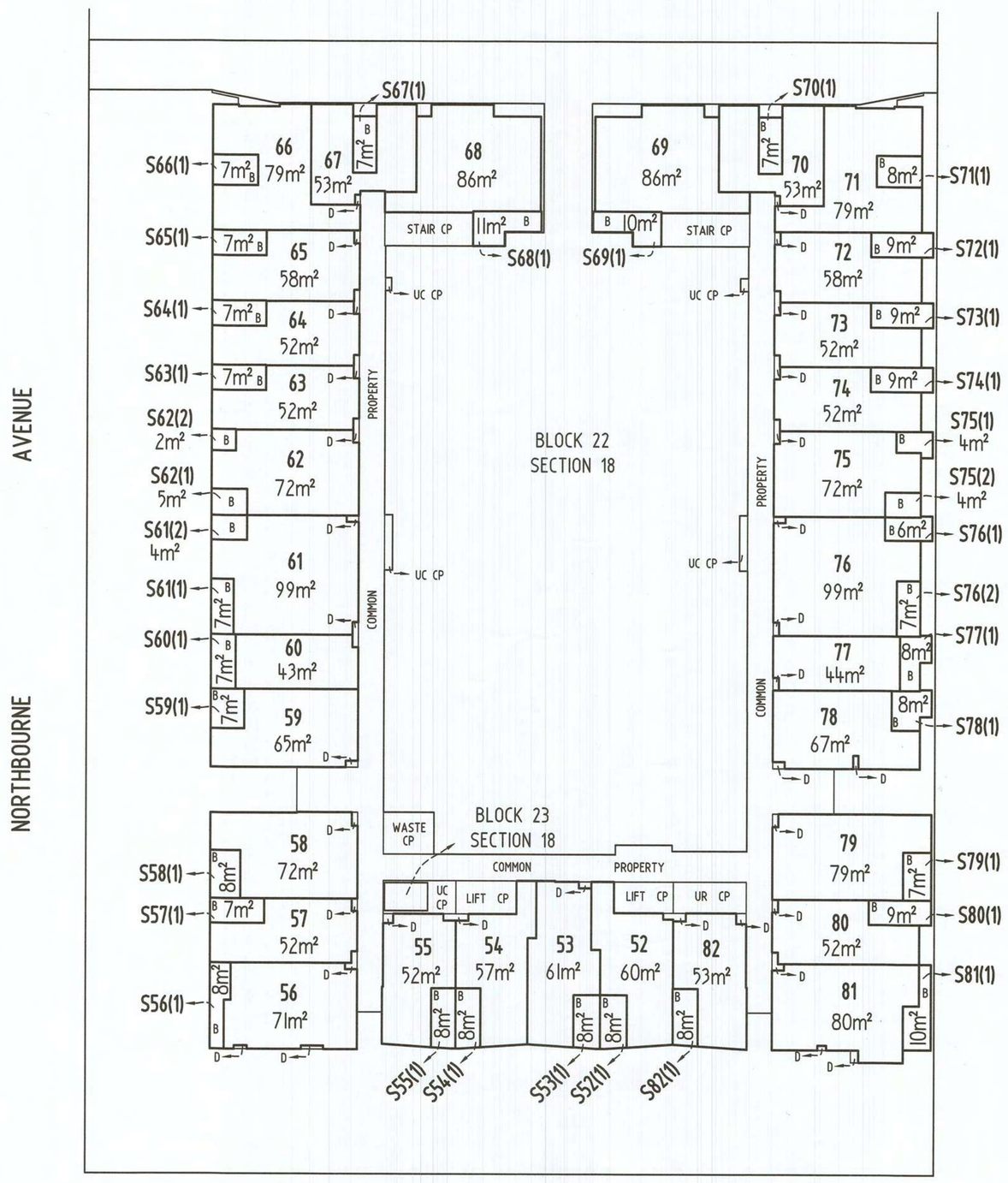
Block
25 - 48

Section
18

Division
BRADDON

FLOOR NUMBER
THIRD

CLASS A UNITS AND UNIT SUBSIDIARIES



Nikolaos Georgalis
Sole Director
N.G. Landholdings No.14 Pty Ltd
ACN 612 218 292

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

SEE SHEET 12 FOR LEGEND

Form 3

Form 091 - FP

0 5 10 20 METRES

Graphic bar scale - SCALE 1: 300

UNITS PLAN No.
4769

REF: 2196065.02UP

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

Sheet No. 20 of 37

FLOOR PLAN

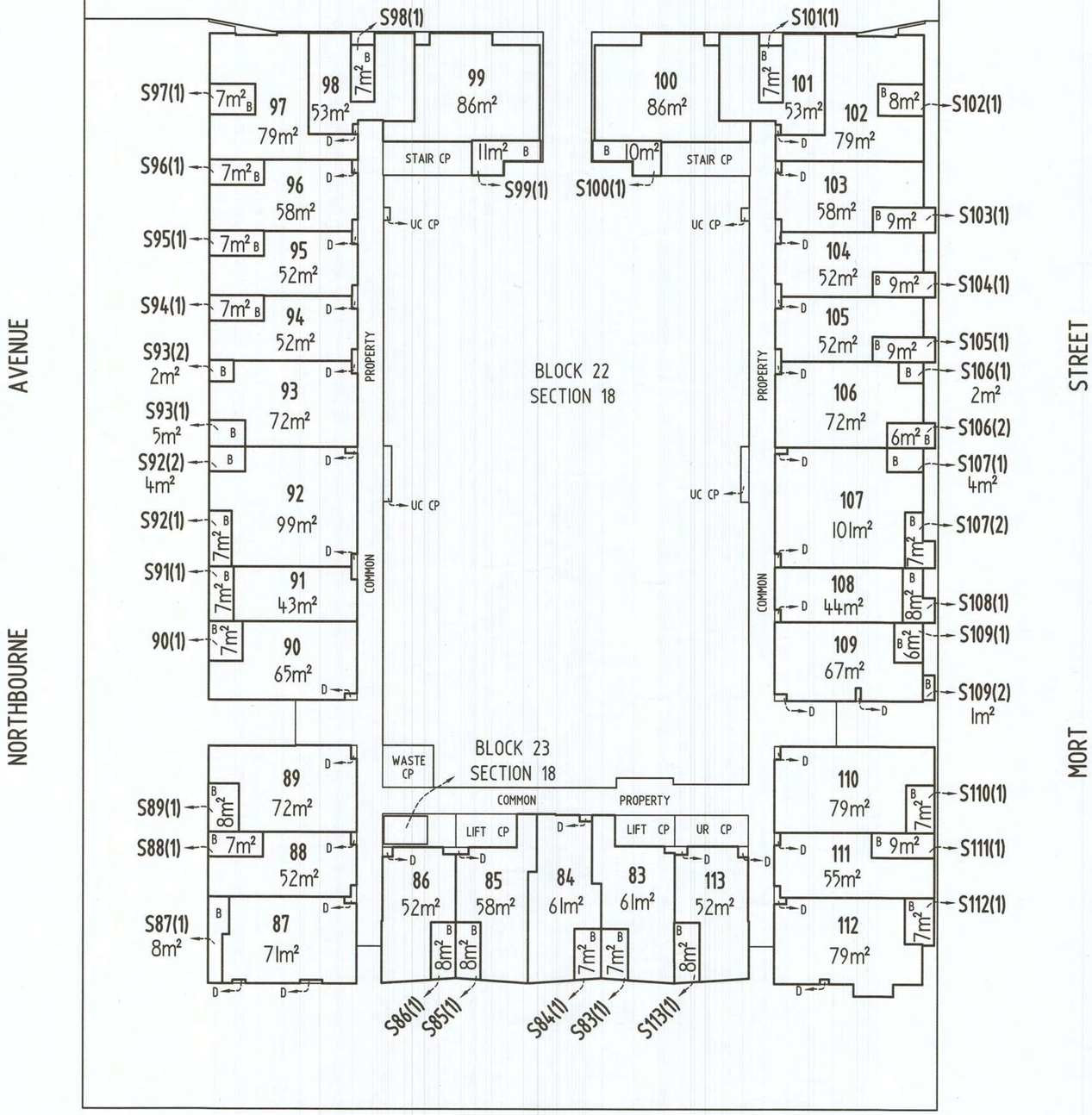
Block
25 - 48

Section
18

Division
BRADDON

FLOOR NUMBER
FOURTH

CLASS A UNITS AND UNIT SUBSIDIARIES



Form 3

Form 091 - FP

0 5 10 20 METRES

Graphic bar scale - SCALE 1: 300

Nikolaos Georgalis
Sole Director
N.G. Landholdings No. 14 Pty Ltd
ACN 612 218 292

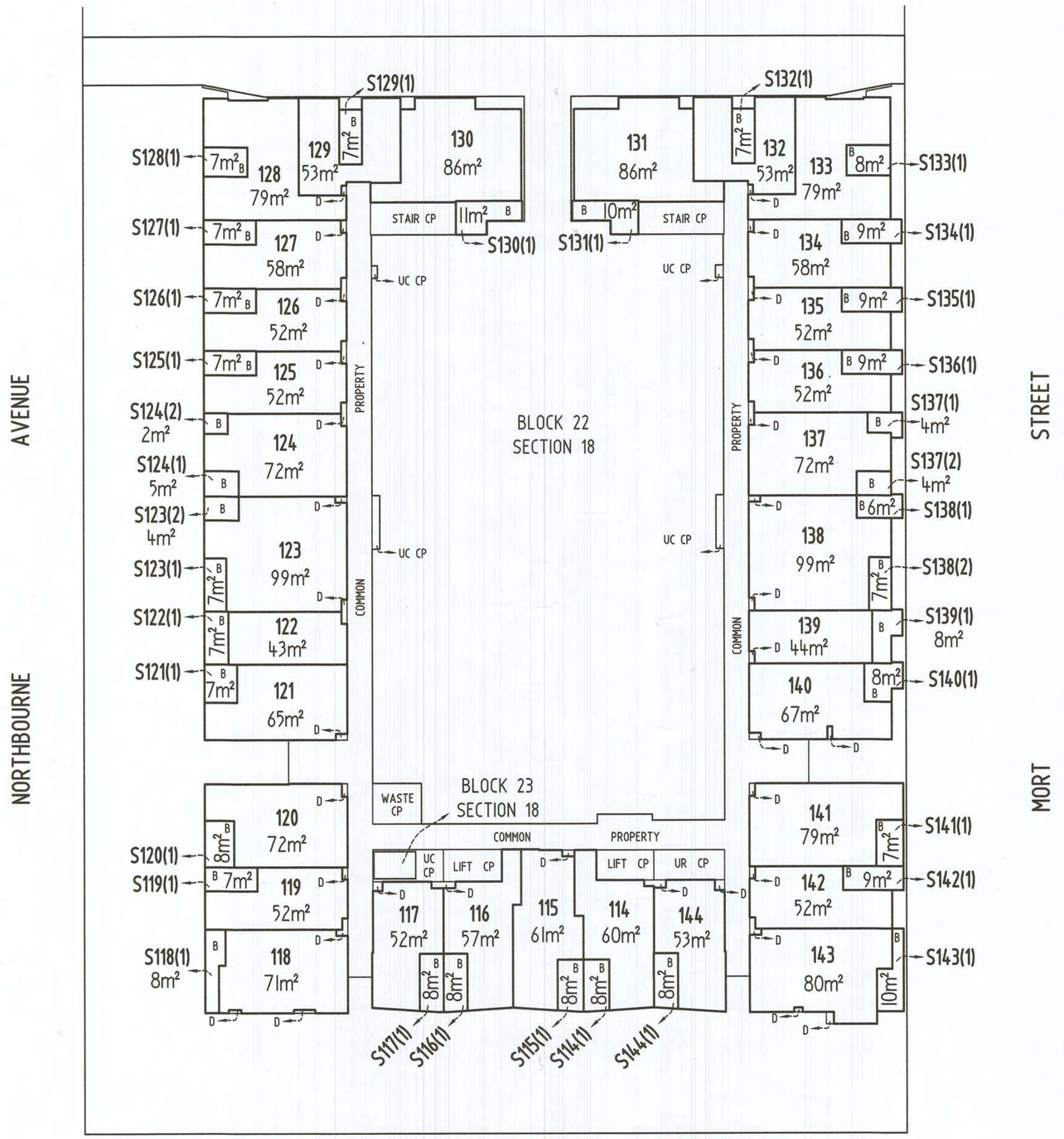
Ivy Tarjoy
a delegate of the Planning and Land Authority in exercising its functions

SEE SHEET 12 FOR LEGEND

UNITS PLAN No.
4769

REF: 2196065.02UP

6



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

Sheet No. 21 of 37

FLOOR PLAN

Block
25 - 48

Section
18

Division
BRADDON

FLOOR NUMBER
FIFTH

CLASS A UNITS AND UNIT SUBSIDIARIES

Nikolaos Georgalis
Sole Director
N.G. Landholdings No.14 Pty Ltd
ACN 612 218 292

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

SEE SHEET 12 FOR LEGEND

Form 3

Form 091 - FP

0 5 10 20 METRES

Graphic bar scale - SCALE 1: 300

UNITS PLAN No.
4769

REF: 2196065.02UP

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

Sheet No. 22 of 37

FLOOR PLAN

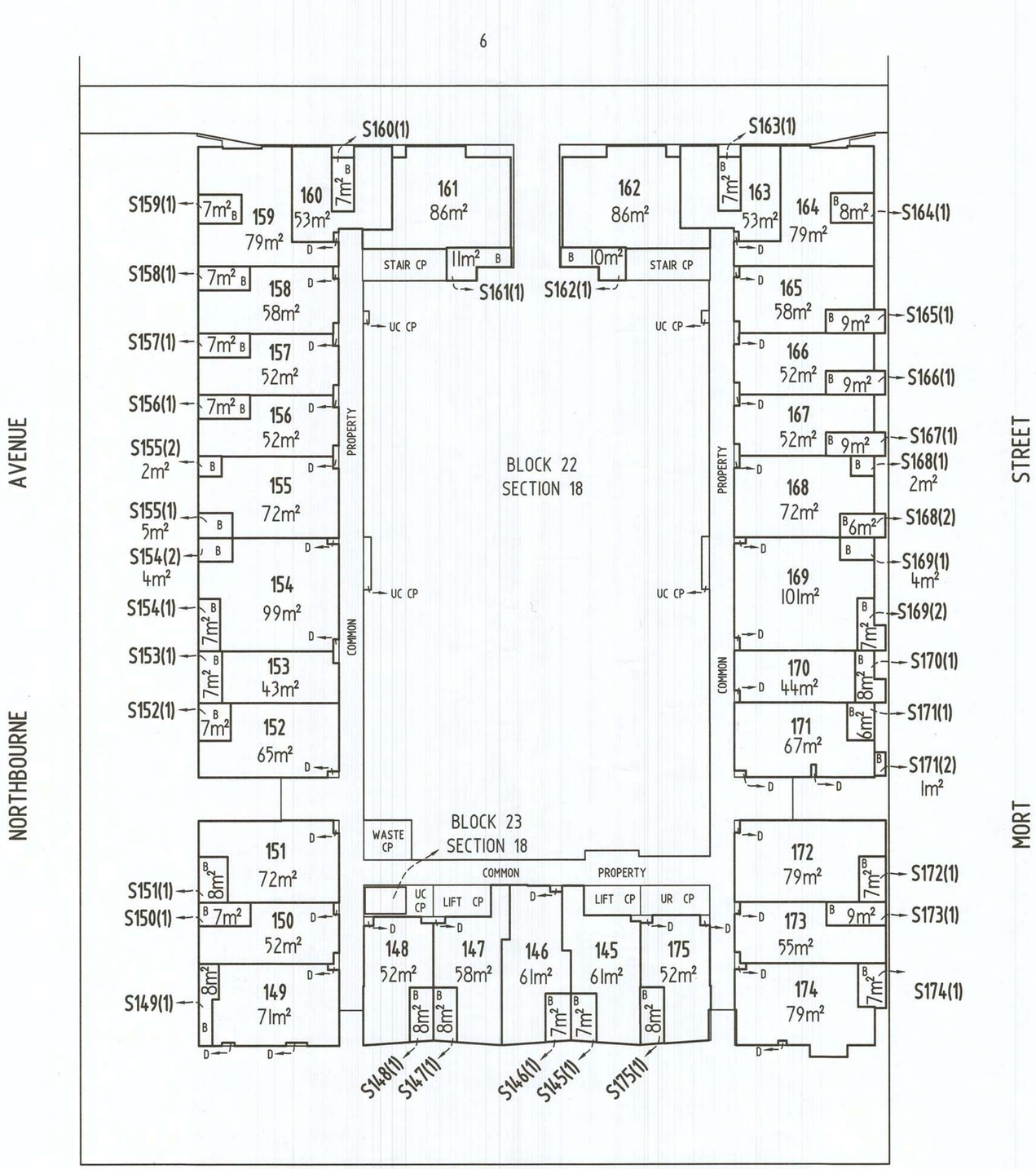
Block
25 - 48

Section
18

Division
BRADDON

FLOOR NUMBER
SIXTH

CLASS A UNITS AND UNIT SUBSIDIARIES



Nikolaos Georgalis
Sole Director
N.G. Landholdings No.14 Pty Ltd
ACN 612 218 292

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

SEE SHEET 12 FOR LEGEND

Form 3

Form 091 - FP

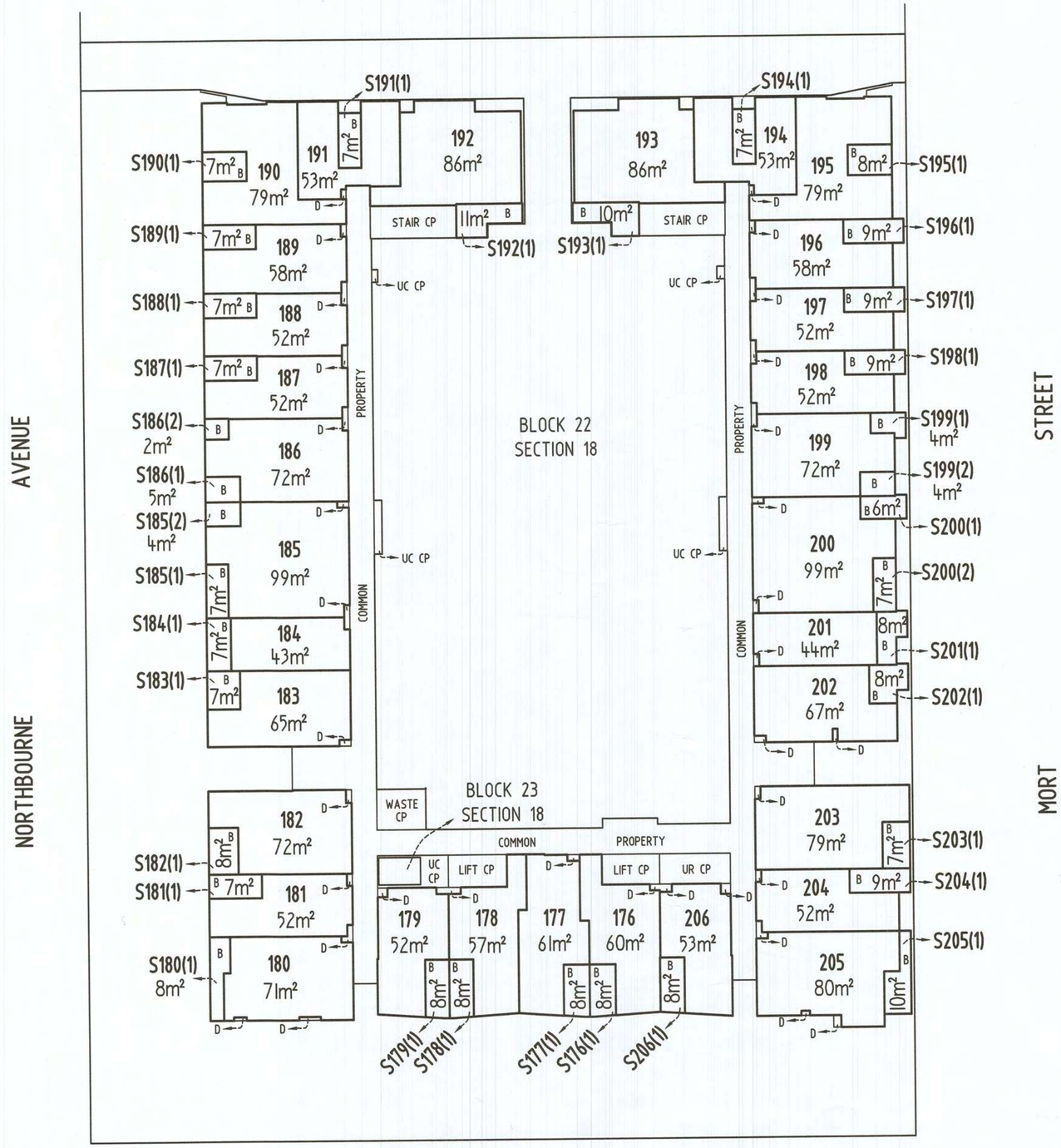
0 5 10 20 METRES

Graphic bar scale - SCALE 1: 300

UNITS PLAN No.
4769

REF: 2196065.02UP

6



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

Sheet No. 23 of 37

FLOOR PLAN

Block
25 - 48

Section
18

Division
BRADDON

FLOOR NUMBER
SEVENTH

CLASS A UNITS AND UNIT SUBSIDIARIES

Nikolaos Georgalis
Sole Director
N.G. Landholdings No. 14 Pty Ltd
ACN 612 218 292

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

SEE SHEET 12 FOR LEGEND

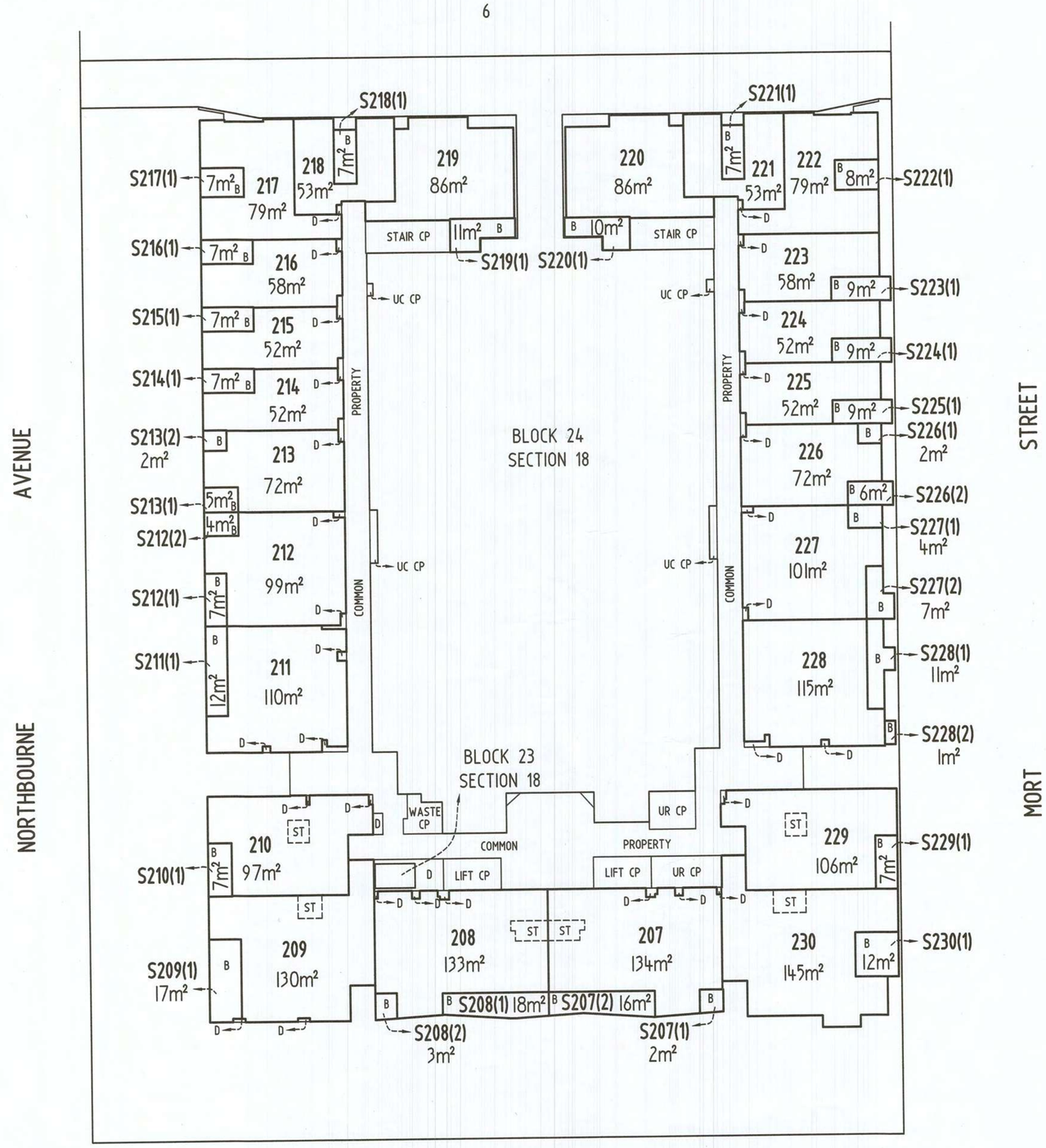
UNITS PLAN No.
4769

Form 3
Form 091 - FP

0 5 10 20 METRES
Graphic bar scale - SCALE 1: 300

REF: 2196065.02UP

6



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

Sheet No. 24 of 37

FLOOR PLAN

Block
25 - 48

Section
18

Division
BRADDON

FLOOR NUMBER
EIGHTH

CLASS A UNITS AND UNIT SUBSIDIARIES

Nikolaos Georgalis
Sole Director
N.G. Landholdings No.14 Pty Ltd
ACN 612 218 292

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

SEE SHEET 12 FOR LEGEND

Form 3

Form 091 - FP

0 5 10 20 METRES

Graphic bar scale - SCALE 1: 300

UNITS PLAN No.
4769

REF: 2196065.02UP

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

Sheet No. 25 of 37

FLOOR PLAN

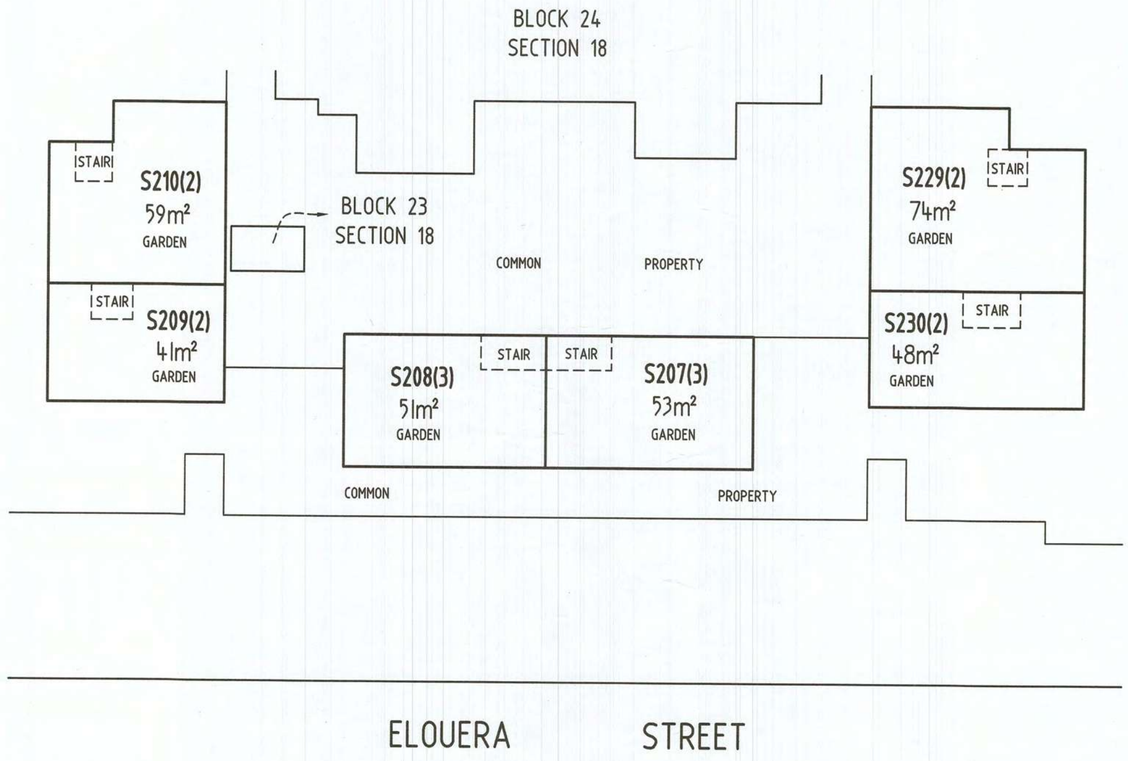
Block
25 - 48

Section
18

Division
BRADDON

FLOOR NUMBER
NINTH

CLASS A UNITS AND UNIT SUBSIDIARIES



Nikolaos Georgalis
Sole Director
N.G. Landholdings No. 14 Pty Ltd
ACN 612 218 292

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

SEE SHEET 12 FOR LEGEND

Form 3

Form 091 - FP

0 5 10 METRES

Graphic bar scale - SCALE 1: 200

UNITS PLAN No.
4769

REF: 2196065.02UP

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

PHONE: 62071923

LEASE CONVEYANCING ENQUIRY

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

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

Unit	222	Block	37	Section	18	Suburb	BRADDON

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) N/A	( )	( )

Certificate Number: Dated:

Please Note: There are no development covenants within the latest Crown Lease, therefore a Compliance Certificate is not applicable.
Please Note: There are multiple blocks within the Crown Lease.

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)

Date: 08-DEC-25 16:31:15

Applicant's Name : McGilvray Law
E-mail Address : marie@mcgilvraylaw.com.au
Client Reference : 25996

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

INFORMATION ABOUT THE PROPERTY

BRADDON Section 18/Block 37/Unit 222 **Building Class: A**

Area(m2): 11.4
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.

BRADDON Section 18/Block 38/Unit 222 **Building Class: A**

Area(m2): 34.0
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.

BRADDON Section 18/Block 34/Unit 222 **Building Class: A**

Area(m2): 17.0
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.

BRADDON Section 18/Block 31/Unit 222 **Building Class: A**

Area(m2): 1.0
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.

BRADDON Section 18/Block 43/Unit 222 **Building Class: A**

Area(m2): 16.9
Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

BRADDON Section 18/Block 43/Unit 222

Area(m2): 16.9
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.

BRADDON Section 18/Block 44/Unit 222 **Building Class: A**

Area(m2): 16.8
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.

BRADDON Section 18/Block 30/Unit 222 **Building Class: A**

Area(m2): 11.4
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.

BRADDON Section 18/Block 36/Unit 222 **Building Class: A**

Area(m2): 26.1
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.

BRADDON Section 18/Block 40/Unit 222 **Building Class: A**

Area(m2): 4,137.5
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.

Building Class: A

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

BRADDON Section 18/Block 39/Unit 222

Area(m2): 30.1
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.

BRADDON Section 18/Block 33/Unit 222 **Building Class: A**

Area(m2): 26.8
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.

BRADDON Section 18/Block 45/Unit 222 **Building Class: A**

Area(m2): 2,290.9
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.

BRADDON Section 18/Block 32/Unit 222 **Building Class: A**

Area(m2): 26.6
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.

BRADDON Section 18/Block 27/Unit 222 **Building Class: A**

Area(m2): 16.9
Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

BRADDON Section 18/Block 27/Unit 222

Area(m2): 16.9
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.

BRADDON Section 18/Block 28/Unit 222 **Building Class: A**

Area(m2): 26.1
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.

BRADDON Section 18/Block 46/Unit 222 **Building Class: A**

Area(m2): 4,459.0
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.

BRADDON Section 18/Block 47/Unit 222 **Building Class: A**

Area(m2): 4,464.2
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.

BRADDON Section 18/Block 25/Unit 222 **Building Class: A**

Area(m2): 289.4
Unimproved Value: $14,800,000 **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.

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

BRADDON Section 18/Block 29/Unit 222 **Building Class: A**

Area(m2): 23.3
Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

BRADDON Section 18/Block 42/Unit 222 **Building Class: A**

Area(m2): 5,805.7
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.

BRADDON Section 18/Block 48/Unit 222 **Building Class: A**

Area(m2): 4,530.0
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.

BRADDON Section 18/Block 26/Unit 222 **Building Class: A**

Area(m2): 75.6
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.

BRADDON Section 18/Block 35/Unit 222 **Building Class: A**

Area(m2): 64.7
Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

BRADDON Section 18/Block 35/Unit 222

Area(m2): 64.7
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.

BRADDON Section 18/Block 41/Unit 222 **Building Class: A**

Area(m2): 39.6
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.

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

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA201935350 **Lodged** 25-JUN-19 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR NEW SIGNS - proposal is for 5 new signs on Blocks 7, 8 & 9 Section 18 Braddon and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201935350 **Lodged** 25-JUN-19 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR NEW SIGNS - proposal is for 5 new signs on Blocks 7, 8 & 9 Section 18 Braddon and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201935350 **Lodged** 25-JUN-19 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR NEW SIGNS - proposal is for 5 new signs on Blocks 7, 8 & 9 Section 18 Braddon and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201935350 **Lodged** 25-JUN-19 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR NEW SIGNS - proposal is for 5 new signs on Blocks 7, 8 & 9 Section 18 Braddon and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201935350 **Lodged** 25-JUN-19 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR NEW SIGNS - proposal is for 5 new signs on Blocks 7, 8 & 9 Section 18 Braddon and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201935350 **Lodged** 25-JUN-19 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR NEW SIGNS - proposal is for 5 new signs on Blocks 7, 8 & 9 Section 18 Braddon and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201935350 **Lodged** 25-JUN-19 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR NEW SIGNS - proposal is for 5 new signs on Blocks 7, 8 & 9 Section 18 Braddon and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201935350 **Lodged** 25-JUN-19 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR NEW SIGNS - proposal is for 5 new signs on Blocks 7, 8 & 9 Section 18 Braddon and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201935350 **Lodged** 25-JUN-19 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR NEW SIGNS - proposal is for 5 new signs on Blocks 7, 8 & 9 Section 18 Braddon and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201935350 **Lodged** 25-JUN-19 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR NEW SIGNS - proposal is for 5 new signs on Blocks 7, 8 & 9 Section 18 Braddon and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201935350 **Lodged** 25-JUN-19 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR NEW SIGNS - proposal is for 5 new signs on Blocks 7, 8 & 9 Section 18 Braddon and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201935350 **Lodged** 25-JUN-19 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR NEW SIGNS - proposal is for 5 new signs on Blocks 7, 8 & 9 Section 18 Braddon and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201935350 **Lodged** 25-JUN-19 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR NEW SIGNS - proposal is for 5 new signs on Blocks 7, 8 & 9 Section 18 Braddon and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201935350 **Lodged** 25-JUN-19 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR NEW SIGNS - proposal is for 5 new signs on Blocks 7, 8 & 9 Section 18 Braddon and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201935350 **Lodged** 25-JUN-19 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR NEW SIGNS - proposal is for 5 new signs on Blocks 7, 8 & 9 Section 18 Braddon and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201935350 **Lodged** 25-JUN-19 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR NEW SIGNS - proposal is for 5 new signs on Blocks 7, 8 & 9 Section 18 Braddon and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201935350 **Lodged** 25-JUN-19 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR NEW SIGNS - proposal is for 5 new signs on Blocks 7, 8 & 9 Section 18 Braddon and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201935350 **Lodged** 25-JUN-19 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR NEW SIGNS - proposal is for 5 new signs on Blocks 7, 8 & 9 Section 18 Braddon and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201935350 **Lodged** 25-JUN-19 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR NEW SIGNS - proposal is for 5 new signs on Blocks 7, 8 & 9 Section 18 Braddon and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

Application DA201935350 **Lodged** 25-JUN-19 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR NEW SIGNS - proposal is for 5 new signs on Blocks 7, 8 & 9 Section 18 Braddon and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201935350 **Lodged** 25-JUN-19 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR NEW SIGNS - proposal is for 5 new signs on Blocks 7, 8 & 9 Section 18 Braddon and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201935350 **Lodged** 25-JUN-19 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR NEW SIGNS - proposal is for 5 new signs on Blocks 7, 8 & 9 Section 18 Braddon and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201935350 **Lodged** 25-JUN-19 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR NEW SIGNS - proposal is for 5 new signs on Blocks 7, 8 & 9 Section 18 Braddon and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201935350 **Lodged** 25-JUN-19 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR NEW SIGNS - proposal is for 5 new signs on Blocks 7, 8 & 9 Section 18 Braddon and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201834783 **Lodged** 08-NOV-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR 9 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT - internal alterations to the hotel. LEASE VARIATION - lease variation to subdivide the block into two separate blocks and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Geoff Davidson
Representor	James Iseppi

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201834783 **Lodged** 08-NOV-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR 9 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT - internal alterations to the hotel. LEASE VARIATION - lease variation to subdivide the block into two separate blocks and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Geoff Davidson
Representor	James Iseppi

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201834783 **Lodged** 08-NOV-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR 9 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT - internal alterations to the hotel. LEASE VARIATION - lease variation to subdivide the block into two separate blocks and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Geoff Davidson
Representor	James Iseppi

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201834783 **Lodged** 08-NOV-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR 9 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT - internal alterations to the hotel. LEASE VARIATION - lease variation to subdivide the block into two separate blocks and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Geoff Davidson
Representor	James Iseppi

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201834783 **Lodged** 08-NOV-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR 9 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT - internal alterations to the hotel. LEASE VARIATION - lease variation to subdivide the block into two separate blocks and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Geoff Davidson
Representor	James Iseppi

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201834783 **Lodged** 08-NOV-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR 9 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT - internal alterations to the hotel. LEASE VARIATION - lease variation to subdivide the block into two separate blocks and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Geoff Davidson
Representor	James Iseppi

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201834783 **Lodged** 08-NOV-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR 9 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT - internal alterations to the hotel. LEASE VARIATION - lease variation to subdivide the block into two separate blocks and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Geoff Davidson
Representor	James Iseppi

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201834783 **Lodged** 08-NOV-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR 9 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT - internal alterations to the hotel. LEASE VARIATION - lease variation to subdivide the block into two separate blocks and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Geoff Davidson
Representor	James Iseppi

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201834783 **Lodged** 08-NOV-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR 9 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT - internal alterations to the hotel. LEASE VARIATION - lease variation to subdivide the block into two separate blocks and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Geoff Davidson
Representor	James Iseppi

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201834783 **Lodged** 08-NOV-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR 9 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT - internal alterations to the hotel. LEASE VARIATION - lease variation to subdivide the block into two separate blocks and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Geoff Davidson
Representor	James Iseppi

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201834783 **Lodged** 08-NOV-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR 9 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT - internal alterations to the hotel. LEASE VARIATION - lease variation to subdivide the block into two separate blocks and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Geoff Davidson
Representor	James Iseppi

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201834783 **Lodged** 08-NOV-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR 9 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT - internal alterations to the hotel. LEASE VARIATION - lease variation to subdivide the block into two separate blocks and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Geoff Davidson
Representor	James Iseppi

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201834783 **Lodged** 08-NOV-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR 9 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT - internal alterations to the hotel. LEASE VARIATION - lease variation to subdivide the block into two separate blocks and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Geoff Davidson
Representor	James Iseppi

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201834783 **Lodged** 08-NOV-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR 9 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT - internal alterations to the hotel. LEASE VARIATION - lease variation to subdivide the block into two separate blocks and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Geoff Davidson
Representor	James Iseppi

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201834783 **Lodged** 08-NOV-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR 9 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT - internal alterations to the hotel. LEASE VARIATION - lease variation to subdivide the block into two separate blocks and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Geoff Davidson
Representor	James Iseppi

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201834783 **Lodged** 08-NOV-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR 9 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT - internal alterations to the hotel. LEASE VARIATION - lease variation to subdivide the block into two separate blocks and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Geoff Davidson
Representor	James Iseppi

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201834783 **Lodged** 08-NOV-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR 9 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT - internal alterations to the hotel. LEASE VARIATION - lease variation to subdivide the block into two separate blocks and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Geoff Davidson
Representor	James Iseppi

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201834783 **Lodged** 08-NOV-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR 9 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT - internal alterations to the hotel. LEASE VARIATION - lease variation to subdivide the block into two separate blocks and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Geoff Davidson
Representor	James Iseppi

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201834783 **Lodged** 08-NOV-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR 9 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT - internal alterations to the hotel. LEASE VARIATION - lease variation to subdivide the block into two separate blocks and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Geoff Davidson
Representor	James Iseppi

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201834783 **Lodged** 08-NOV-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR 9 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT - internal alterations to the hotel. LEASE VARIATION - lease variation to subdivide the block into two separate blocks and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Geoff Davidson
Representor	James Iseppi

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201834783 **Lodged** 08-NOV-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR 9 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT - internal alterations to the hotel. LEASE VARIATION - lease variation to subdivide the block into two separate blocks and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Geoff Davidson
Representor	James Iseppi

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201834783 **Lodged** 08-NOV-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR 9 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT - internal alterations to the hotel. LEASE VARIATION - lease variation to subdivide the block into two separate blocks and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Geoff Davidson
Representor	James Iseppi

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201834783 **Lodged** 08-NOV-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR 9 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT - internal alterations to the hotel. LEASE VARIATION - lease variation to subdivide the block into two separate blocks and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Geoff Davidson
Representor	James Iseppi

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201834783 **Lodged** 08-NOV-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR 9 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT - internal alterations to the hotel. LEASE VARIATION - lease variation to subdivide the block into two separate blocks and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Geoff Davidson
Representor	James Iseppi

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

Application DA201833687 **Lodged** 23-APR-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - Construction of two new Pergolas, landscaping and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K

-- Activities ----------

Activity Name	Status
Merit Track	Withdrawn

Application DA201833687 **Lodged** 23-APR-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - Construction of two new Pergolas, landscaping and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K

-- Activities ----------

Activity Name	Status
Merit Track	Withdrawn

Application DA201833687 **Lodged** 23-APR-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - Construction of two new Pergolas, landscaping and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K

-- Activities ----------

Activity Name	Status
Merit Track	Withdrawn

Application DA201833687 **Lodged** 23-APR-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - Construction of two new Pergolas, landscaping and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K

-- Activities ----------

Activity Name	Status
Merit Track	Withdrawn

Application DA201833687 **Lodged** 23-APR-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - Construction of two new Pergolas, landscaping and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K

-- Activities ----------

Activity Name	Status
Merit Track	Withdrawn

Application DA201833687 **Lodged** 23-APR-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - Construction of two new Pergolas, landscaping and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K

-- Activities ----------

Activity Name	Status
Merit Track	Withdrawn

Application DA201833687 **Lodged** 23-APR-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - Construction of two new Pergolas, landscaping and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K

-- Activities ----------

Activity Name	Status
Merit Track	Withdrawn

Application DA201833687 **Lodged** 23-APR-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - Construction of two new Pergolas, landscaping and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K

-- Activities ----------

Activity Name	Status
Merit Track	Withdrawn

Application DA201833687 **Lodged** 23-APR-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - Construction of two new Pergolas, landscaping and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K

-- Activities ----------

Activity Name	Status
Merit Track	Withdrawn

Application DA201833687 **Lodged** 23-APR-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - Construction of two new Pergolas, landscaping and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K

-- Activities ----------

Activity Name	Status
Merit Track	Withdrawn

Application DA201833687 **Lodged** 23-APR-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - Construction of two new Pergolas, landscaping and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K

-- Activities ----------

Activity Name	Status
Merit Track	Withdrawn

Application DA201833687 **Lodged** 23-APR-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - Construction of two new Pergolas, landscaping and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K

-- Activities ----------

Activity Name	Status
Merit Track	Withdrawn

Application DA201833687 **Lodged** 23-APR-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - Construction of two new Pergolas, landscaping and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K

-- Activities ----------

Activity Name	Status
Merit Track	Withdrawn

Application DA201833687 **Lodged** 23-APR-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - Construction of two new Pergolas, landscaping and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K

-- Activities ----------

Activity Name	Status
Merit Track	Withdrawn

Application DA201833687 **Lodged** 23-APR-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - Construction of two new Pergolas, landscaping and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K

-- Activities ----------

Activity Name	Status
Merit Track	Withdrawn

Application DA201833687 **Lodged** 23-APR-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - Construction of two new Pergolas, landscaping and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K

-- Activities ----------

Activity Name	Status
Merit Track	Withdrawn

Application DA201833687 **Lodged** 23-APR-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - Construction of two new Pergolas, landscaping and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K

-- Activities ----------

Activity Name	Status
Merit Track	Withdrawn

Application DA201833687 **Lodged** 23-APR-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - Construction of two new Pergolas, landscaping and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K

-- Activities ----------

Activity Name	Status
Merit Track	Withdrawn

Application DA201833687 **Lodged** 23-APR-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - Construction of two new Pergolas, landscaping and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K

-- Activities ----------

Activity Name	Status
Merit Track	Withdrawn

Application DA201833687 **Lodged** 23-APR-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - Construction of two new Pergolas, landscaping and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K

-- Activities ----------

Activity Name	Status
Merit Track	Withdrawn

Application DA201833687 **Lodged** 23-APR-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - Construction of two new Pergolas, landscaping and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K

-- Activities ----------

Activity Name	Status
Merit Track	Withdrawn

Application DA201833687 **Lodged** 23-APR-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - Construction of two new Pergolas, landscaping and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K

-- Activities ----------

Activity Name	Status
Merit Track	Withdrawn

Application DA201833687 **Lodged** 23-APR-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - Construction of two new Pergolas, landscaping and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K

-- Activities ----------

Activity Name	Status
Merit Track	Withdrawn

Application DA201833687 **Lodged** 23-APR-18 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - Construction of two new Pergolas, landscaping and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Ng Landholdings Braddon Nomine
Applicant	Blak Plan Pty Ltd/Trading As K

-- Activities ----------

Activity Name	Status
Merit Track	Withdrawn

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

Application DA201630974 **Lodged** 23-JAN-17 **Type** See Subclass

-- Application Details ----------

Description
AMENDMENT TO APPROVED DA201630974. Amendment to the development application for proposal for 9 storey mixed use commercial and residential development - the amendment is to commercial access stairs added, adaptable apartments relocated to eastern side, materials and finishes consolidated to reflect applied finishes, level changes along Elouera Street.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Insurance Australia Limited
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Black Fire Resturant

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201630974 **Lodged** 23-JAN-17 **Type** See Subclass

-- Application Details ----------

Description
AMENDMENT TO APPROVED DA201630974. Amendment to the development application for proposal for 9 storey mixed use commercial and residential development - the amendment is to commercial access stairs added, adaptable apartments relocated to eastern side, materials and finishes consolidated to reflect applied finishes, level changes along Elouera Street.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Insurance Australia Limited
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Black Fire Resturant

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201630974 **Lodged** 23-JAN-17 **Type** See Subclass

-- Application Details ----------

Description
AMENDMENT TO APPROVED DA201630974. Amendment to the development application for proposal for 9 storey mixed use commercial and residential development - the amendment is to commercial access stairs added, adaptable apartments relocated to eastern side, materials and finishes consolidated to reflect applied finishes, level changes along Elouera Street.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Insurance Australia Limited
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Black Fire Resturant

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201630974 **Lodged** 23-JAN-17 **Type** See Subclass

-- Application Details ----------

Description
AMENDMENT TO APPROVED DA201630974. Amendment to the development application for proposal for 9 storey mixed use commercial and residential development - the amendment is to commercial access stairs added, adaptable apartments relocated to eastern side, materials and finishes consolidated to reflect applied finishes, level changes along Elouera Street.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Insurance Australia Limited
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Black Fire Resturant

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201630974 **Lodged** 23-JAN-17 **Type** See Subclass

-- Application Details ----------

Description
AMENDMENT TO APPROVED DA201630974. Amendment to the development application for proposal for 9 storey mixed use commercial and residential development - the amendment is to commercial access stairs added, adaptable apartments relocated to eastern side, materials and finishes consolidated to reflect applied finishes, level changes along Elouera Street.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Insurance Australia Limited
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Black Fire Resturant

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201630974 **Lodged** 23-JAN-17 **Type** See Subclass

-- Application Details ----------

Description
AMENDMENT TO APPROVED DA201630974. Amendment to the development application for proposal for 9 storey mixed use commercial and residential development - the amendment is to commercial access stairs added, adaptable apartments relocated to eastern side, materials and finishes consolidated to reflect applied finishes, level changes along Elouera Street.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Insurance Australia Limited
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Black Fire Resturant

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201630974 **Lodged** 23-JAN-17 **Type** See Subclass

-- Application Details ----------

Description
AMENDMENT TO APPROVED DA201630974. Amendment to the development application for proposal for 9 storey mixed use commercial and residential development - the amendment is to commercial access stairs added, adaptable apartments relocated to eastern side, materials and finishes consolidated to reflect applied finishes, level changes along Elouera Street.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Insurance Australia Limited
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Black Fire Resturant

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201630974 **Lodged** 23-JAN-17 **Type** See Subclass

-- Application Details ----------

Description
AMENDMENT TO APPROVED DA201630974. Amendment to the development application for proposal for 9 storey mixed use commercial and residential development - the amendment is to commercial access stairs added, adaptable apartments relocated to eastern side, materials and finishes consolidated to reflect applied finishes, level changes along Elouera Street.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Insurance Australia Limited
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Black Fire Resturant

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201630974 **Lodged** 23-JAN-17 **Type** See Subclass

-- Application Details ----------

Description
AMENDMENT TO APPROVED DA201630974. Amendment to the development application for proposal for 9 storey mixed use commercial and residential development - the amendment is to commercial access stairs added, adaptable apartments relocated to eastern side, materials and finishes consolidated to reflect applied finishes, level changes along Elouera Street.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Insurance Australia Limited
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Black Fire Resturant

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201630974 **Lodged** 23-JAN-17 **Type** See Subclass

-- Application Details ----------

Description
AMENDMENT TO APPROVED DA201630974. Amendment to the development application for proposal for 9 storey mixed use commercial and residential development - the amendment is to commercial access stairs added, adaptable apartments relocated to eastern side, materials and finishes consolidated to reflect applied finishes, level changes along Elouera Street.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Insurance Australia Limited
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Black Fire Resturant

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201630974 **Lodged** 23-JAN-17 **Type** See Subclass

-- Application Details ----------

Description
AMENDMENT TO APPROVED DA201630974. Amendment to the development application for proposal for 9 storey mixed use commercial and residential development - the amendment is to commercial access stairs added, adaptable apartments relocated to eastern side, materials and finishes consolidated to reflect applied finishes, level changes along Elouera Street.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Insurance Australia Limited
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Black Fire Resturant

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201630974 **Lodged** 23-JAN-17 **Type** See Subclass

-- Application Details ----------

Description
AMENDMENT TO APPROVED DA201630974. Amendment to the development application for proposal for 9 storey mixed use commercial and residential development - the amendment is to commercial access stairs added, adaptable apartments relocated to eastern side, materials and finishes consolidated to reflect applied finishes, level changes along Elouera Street.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Insurance Australia Limited
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Black Fire Resturant

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201630974 **Lodged** 23-JAN-17 **Type** See Subclass

-- Application Details ----------

Description

AMENDMENT TO APPROVED DA201630974. Amendment to the development application for proposal for 9 storey mixed use commercial and residential development - the amendment is to commercial access stairs added, adaptable apartments relocated to eastern side, materials and finishes consolidated to reflect applied finishes, level changes along Elouera Street.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Insurance Australia Limited
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Black Fire Resturant

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201630974 **Lodged** 23-JAN-17 **Type** See Subclass

-- Application Details ----------

Description
AMENDMENT TO APPROVED DA201630974. Amendment to the development application for proposal for 9 storey mixed use commercial and residential development - the amendment is to commercial access stairs added, adaptable apartments relocated to eastern side, materials and finishes consolidated to reflect applied finishes, level changes along Elouera Street.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Insurance Australia Limited
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Black Fire Resturant

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201630974 **Lodged** 23-JAN-17 **Type** See Subclass

-- Application Details ----------

Description
AMENDMENT TO APPROVED DA201630974. Amendment to the development application for proposal for 9 storey mixed use commercial and residential development - the amendment is to commercial access stairs added, adaptable apartments relocated to eastern side, materials and finishes consolidated to reflect applied finishes, level changes along Elouera Street.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Insurance Australia Limited
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Black Fire Resturant

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201630974 **Lodged** 23-JAN-17 **Type** See Subclass

-- Application Details ----------

Description
AMENDMENT TO APPROVED DA201630974. Amendment to the development application for proposal for 9 storey mixed use commercial and residential development - the amendment is to commercial access stairs added, adaptable apartments relocated to eastern side, materials and finishes consolidated to reflect applied finishes, level changes along Elouera Street.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Insurance Australia Limited
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Black Fire Resturant

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201630974 **Lodged** 23-JAN-17 **Type** See Subclass

-- Application Details ----------

Description
AMENDMENT TO APPROVED DA201630974. Amendment to the development application for proposal for 9 storey mixed use commercial and residential development - the amendment is to commercial access stairs added, adaptable apartments relocated to eastern side, materials and finishes consolidated to reflect applied finishes, level changes along Elouera Street.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Insurance Australia Limited
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Black Fire Resturant

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201630974 **Lodged** 23-JAN-17 **Type** See Subclass

-- Application Details ----------

Description
AMENDMENT TO APPROVED DA201630974. Amendment to the development application for proposal for 9 storey mixed use commercial and residential development - the amendment is to commercial access stairs added, adaptable apartments relocated to eastern side, materials and finishes consolidated to reflect applied finishes, level changes along Elouera Street.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Insurance Australia Limited
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Black Fire Resturant

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201630974 **Lodged** 23-JAN-17 **Type** See Subclass

-- Application Details ----------

Description
AMENDMENT TO APPROVED DA201630974. Amendment to the development application for proposal for 9 storey mixed use commercial and residential development - the amendment is to commercial access stairs added, adaptable apartments relocated to eastern side, materials and finishes consolidated to reflect applied finishes, level changes along Elouera Street.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Insurance Australia Limited
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Black Fire Resturant

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201630974 **Lodged** 23-JAN-17 **Type** See Subclass

-- Application Details ----------

Description
AMENDMENT TO APPROVED DA201630974. Amendment to the development application for proposal for 9 storey mixed use commercial and residential development - the amendment is to commercial access stairs added, adaptable apartments relocated to eastern side, materials and finishes consolidated to reflect applied finishes, level changes along Elouera Street.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Insurance Australia Limited
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Black Fire Resturant

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201630974 **Lodged** 23-JAN-17 **Type** See Subclass

-- Application Details ----------

Description
AMENDMENT TO APPROVED DA201630974. Amendment to the development application for proposal for 9 storey mixed use commercial and residential development - the amendment is to commercial access stairs added, adaptable apartments relocated to eastern side, materials and finishes consolidated to reflect applied finishes, level changes along Elouera Street.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Insurance Australia Limited
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Black Fire Resturant

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201630974 **Lodged** 23-JAN-17 **Type** See Subclass

-- Application Details ----------

Description
AMENDMENT TO APPROVED DA201630974. Amendment to the development application for proposal for 9 storey mixed use commercial and residential development - the amendment is to commercial access stairs added, adaptable apartments relocated to eastern side, materials and finishes consolidated to reflect applied finishes, level changes along Elouera Street.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Insurance Australia Limited
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Black Fire Resturant

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201630974 **Lodged** 23-JAN-17 **Type** See Subclass

-- Application Details ----------

Description
AMENDMENT TO APPROVED DA201630974. Amendment to the development application for proposal for 9 storey mixed use commercial and residential development - the amendment is to commercial access stairs added, adaptable apartments relocated to eastern side, materials and finishes consolidated to reflect applied finishes, level changes along Elouera Street.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Insurance Australia Limited
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Black Fire Resturant

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA201630974 **Lodged** 23-JAN-17 **Type** See Subclass

-- Application Details ----------

Description
AMENDMENT TO APPROVED DA201630974. Amendment to the development application for proposal for 9 storey mixed use commercial and residential development - the amendment is to commercial access stairs added, adaptable apartments relocated to eastern side, materials and finishes consolidated to reflect applied finishes, level changes along Elouera Street.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Lessee	Insurance Australia Limited
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Black Fire Resturant

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

Application DA200800935 **Lodged** 26-MAR-08 **Type** Lease Variation

-- Application Details ----------

Description
LEASE VARIATION-SUBDIVISION - Vary the purpose clause in the crown lease to read as follows: to use the premises for one or more of the following: business agency, carparking; child care centre; community activity centre; cultural facility educational establishment; financial establishment; health facility; hotel; motel; office, personal service; public agency; religious associated use; residential use RESTRICTED to multi unit housing; restaurant;and tourist faciltiy; AND to subdivide the lease into two leases.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Cb Richard Ellis
Lessee	Iag Insurance Limited
Objector	Gerlinde Sullivan

-- Activities ----------

Activity Name	Status
Da - Public Notification	Approval Conditional

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

Application DA200800935 **Lodged** 26-MAR-08 **Type** Lease Variation

-- Application Details ----------

Description
LEASE VARIATION-SUBDIVISION - Vary the purpose clause in the crown lease to read as follows: to use the premises for one or more of the following: business agency, carparking; child care centre; community activity centre; cultural facility educational establishment; financial establishment; health facility; hotel; motel; office, personal service; public agency; religious associated use; residential use RESTRICTED to multi unit housing; restaurant;and tourist faciltiy; AND to subdivide the lease into two leases.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Cb Richard Ellis
Lessee	Iag Insurance Limited
Objector	Gerlinde Sullivan

-- Activities ----------

Activity Name	Status
Da - Public Notification	Approval Conditional

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

Application DA200800935 **Lodged** 26-MAR-08 **Type** Lease Variation

-- Application Details ----------

Description

LEASE VARIATION-SUBDIVISION - Vary the purpose clause in the crown lease to read as follows: to use the premises for one or more of the following: business agency, carparking; child care centre; community activity centre; cultural facility educational establishment; financial establishment; health facility; hotel; motel; office, personal service; public agency; religious associated use; residential use RESTRICTED to multi unit housing; restaurant;and tourist faciltiy; AND to subdivide the lease into two leases.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Cb Richard Ellis
Lessee	Iag Insurance Limited
Objector	Gerlinde Sullivan

-- Activities ----------

Activity Name	Status
Da - Public Notification	Approval Conditional

Application DA200800935 **Lodged** 26-MAR-08 **Type** Lease Variation

-- Application Details ----------

Description

LEASE VARIATION-SUBDIVISION - Vary the purpose clause in the crown lease to read as follows: to use the premises for one or more of the following: business agency, carparking; child care centre; community activity centre; cultural facility educational establishment; financial establishment; health facility; hotel; motel; office, personal service; public agency; religious associated use; residential use RESTRICTED to multi unit housing; restaurant;and tourist faciltiy; AND to subdivide the lease into two leases.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Cb Richard Ellis
Lessee	Iag Insurance Limited
Objector	Gerlinde Sullivan

-- Activities ----------

Activity Name	Status
Da - Public Notification	Approval Conditional

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

Application DA200800935 **Lodged** 26-MAR-08 **Type** Lease Variation

-- Application Details ----------

Description
LEASE VARIATION-SUBDIVISION - Vary the purpose clause in the crown lease to read as follows: to use the premises for one or more of the following: business agency, carparking; child care centre; community activity centre; cultural facility educational establishment; financial establishment; health facility; hotel; motel; office, personal service; public agency; religious associated use; residential use RESTRICTED to multi unit housing; restaurant;and tourist faciltiy; AND to subdivide the lease into two leases.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Cb Richard Ellis
Lessee	Iag Insurance Limited
Objector	Gerlinde Sullivan

-- Activities ----------

Activity Name	Status
Da - Public Notification	Approval Conditional

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

Application DA200800935 **Lodged** 26-MAR-08 **Type** Lease Variation

-- Application Details ----------

Description

LEASE VARIATION-SUBDIVISION - Vary the purpose clause in the crown lease to read as follows: to use the premises for one or more of the following: business agency, carparking; child care centre; community activity centre; cultural facility educational establishment; financial establishment; health facility; hotel; motel; office, personal service; public agency; religious associated use; residential use RESTRICTED to multi unit housing; restaurant;and tourist faciltiy; AND to subdivide the lease into two leases.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Cb Richard Ellis
Lessee	Iag Insurance Limited
Objector	Gerlinde Sullivan

-- Activities ----------

Activity Name	Status
Da - Public Notification	Approval Conditional

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

Application DA200800935 **Lodged** 26-MAR-08 **Type** Lease Variation

-- Application Details ----------

Description
LEASE VARIATION-SUBDIVISION - Vary the purpose clause in the crown lease to read as follows: to use the premises for one or more of the following: business agency, carparking; child care centre; community activity centre; cultural facility educational establishment; financial establishment; health facility; hotel; motel; office, personal service; public agency; religious associated use; residential use RESTRICTED to multi unit housing; restaurant;and tourist faciltiy; AND to subdivide the lease into two leases.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Cb Richard Ellis
Lessee	Iag Insurance Limited
Objector	Gerlinde Sullivan

-- Activities ----------

Activity Name	Status
Da - Public Notification	Approval Conditional

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

Application DA200800935 **Lodged** 26-MAR-08 **Type** Lease Variation

-- Application Details ----------

Description
LEASE VARIATION-SUBDIVISION - Vary the purpose clause in the crown lease to read as follows: to use the premises for one or more of the following: business agency, carparking; child care centre; community activity centre; cultural facility educational establishment; financial establishment; health facility; hotel; motel; office, personal service; public agency; religious associated use; residential use RESTRICTED to multi unit housing; restaurant;and tourist faciltiy; AND to subdivide the lease into two leases.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Cb Richard Ellis
Lessee	Iag Insurance Limited
Objector	Gerlinde Sullivan

-- Activities ----------

Activity Name	Status
Da - Public Notification	Approval Conditional

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

Application DA200800935 **Lodged** 26-MAR-08 **Type** Lease Variation

-- Application Details ----------

Description

LEASE VARIATION-SUBDIVISION - Vary the purpose clause in the crown lease to read as follows: to use the premises for one or more of the following: business agency, carparking; child care centre; community activity centre; cultural facility educational establishment; financial establishment; health facility; hotel; motel; office, personal service; public agency; religious associated use; residential use RESTRICTED to multi unit housing; restaurant;and tourist faciltiy; AND to subdivide the lease into two leases.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Cb Richard Ellis
Lessee	Iag Insurance Limited
Objector	Gerlinde Sullivan

-- Activities ----------

Activity Name	Status
Da - Public Notification	Approval Conditional

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

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Application DA200800935 **Lodged** 26-MAR-08 **Type** Lease Variation

-- Application Details ----------

Description

LEASE VARIATION-SUBDIVISION - Vary the purpose clause in the crown lease to read as follows: to use the premises for one or more of the following: business agency, carparking; child care centre; community activity centre; cultural facility educational establishment; financial establishment; health facility; hotel; motel; office, personal service; public agency; religious associated use; residential use RESTRICTED to multi unit housing; restaurant;and tourist faciltiy; AND to subdivide the lease into two leases.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Cb Richard Ellis
Lessee	Iag Insurance Limited
Objector	Gerlinde Sullivan

-- Activities ----------

Activity Name	Status
Da - Public Notification	Approval Conditional

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

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Application DA200800935 **Lodged** 26-MAR-08 **Type** Lease Variation

-- Application Details ----------

Description

LEASE VARIATION-SUBDIVISION - Vary the purpose clause in the crown lease to read as follows: to use the premises for one or more of the following: business agency, carparking; child care centre; community activity centre; cultural facility educational establishment; financial establishment; health facility; hotel; motel; office, personal service; public agency; religious associated use; residential use RESTRICTED to multi unit housing; restaurant;and tourist faciltiy; AND to subdivide the lease into two leases.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Cb Richard Ellis
Lessee	Iag Insurance Limited
Objector	Gerlinde Sullivan

-- Activities ----------

Activity Name	Status
Da - Public Notification	Approval Conditional

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

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Application DA200800935 **Lodged** 26-MAR-08 **Type** Lease Variation

-- Application Details ----------

Description

LEASE VARIATION-SUBDIVISION - Vary the purpose clause in the crown lease to read as follows: to use the premises for one or more of the following: business agency, carparking; child care centre; community activity centre; cultural facility educational establishment; financial establishment; health facility; hotel; motel; office, personal service; public agency; religious associated use; residential use RESTRICTED to multi unit housing; restaurant;and tourist faciltiy; AND to subdivide the lease into two leases.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Cb Richard Ellis
Lessee	Iag Insurance Limited
Objector	Gerlinde Sullivan

-- Activities ----------

Activity Name	Status
Da - Public Notification	Approval Conditional

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

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Application DA200800935 **Lodged** 26-MAR-08 **Type** Lease Variation

-- Application Details ----------

Description

LEASE VARIATION-SUBDIVISION - Vary the purpose clause in the crown lease to read as follows: to use the premises for one or more of the following: business agency, carparking; child care centre; community activity centre; cultural facility educational establishment; financial establishment; health facility; hotel; motel; office, personal service; public agency; religious associated use; residential use RESTRICTED to multi unit housing; restaurant;and tourist faciltiy; AND to subdivide the lease into two leases.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Cb Richard Ellis
Lessee	Iag Insurance Limited
Objector	Gerlinde Sullivan

-- Activities ----------

Activity Name	Status
Da - Public Notification	Approval Conditional

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

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Application DA200800935 **Lodged** 26-MAR-08 **Type** Lease Variation

-- Application Details ----------

Description

LEASE VARIATION-SUBDIVISION - Vary the purpose clause in the crown lease to read as follows: to use the premises for one or more of the following: business agency, carparking; child care centre; community activity centre; cultural facility educational establishment; financial establishment; health facility; hotel; motel; office, personal service; public agency; religious associated use; residential use RESTRICTED to multi unit housing; restaurant;and tourist faciltiy; AND to subdivide the lease into two leases.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Cb Richard Ellis
Lessee	Iag Insurance Limited
Objector	Gerlinde Sullivan

-- Activities ----------

Activity Name	Status
Da - Public Notification	Approval Conditional

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

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Application DA200800935 **Lodged** 26-MAR-08 **Type** Lease Variation

-- Application Details ----------

Description

LEASE VARIATION-SUBDIVISION - Vary the purpose clause in the crown lease to read as follows: to use the premises for one or more of the following: business agency, carparking; child care centre; community activity centre; cultural facility educational establishment; financial establishment; health facility; hotel; motel; office, personal service; public agency; religious associated use; residential use RESTRICTED to multi unit housing; restaurant;and tourist faciltiy; AND to subdivide the lease into two leases.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Cb Richard Ellis
Lessee	Iag Insurance Limited
Objector	Gerlinde Sullivan

-- Activities ----------

Activity Name	Status
Da - Public Notification	Approval Conditional

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

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Application DA200800935 **Lodged** 26-MAR-08 **Type** Lease Variation

-- Application Details ----------

Description

LEASE VARIATION-SUBDIVISION - Vary the purpose clause in the crown lease to read as follows: to use the premises for one or more of the following: business agency, carparking; child care centre; community activity centre; cultural facility educational establishment; financial establishment; health facility; hotel; motel; office, personal service; public agency; religious associated use; residential use RESTRICTED to multi unit housing; restaurant;and tourist faciltiy; AND to subdivide the lease into two leases.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Cb Richard Ellis
Lessee	Iag Insurance Limited
Objector	Gerlinde Sullivan

-- Activities ----------

Activity Name	Status
Da - Public Notification	Approval Conditional

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

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Application DA200800935 **Lodged** 26-MAR-08 **Type** Lease Variation

-- Application Details ----------

Description

LEASE VARIATION-SUBDIVISION - Vary the purpose clause in the crown lease to read as follows: to use the premises for one or more of the following: business agency, carparking; child care centre; community activity centre; cultural facility educational establishment; financial establishment; health facility; hotel; motel; office, personal service; public agency; religious associated use; residential use RESTRICTED to multi unit housing; restaurant;and tourist faciltiy; AND to subdivide the lease into two leases.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Cb Richard Ellis
Lessee	Iag Insurance Limited
Objector	Gerlinde Sullivan

-- Activities ----------

Activity Name	Status
Da - Public Notification	Approval Conditional

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

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Application DA200800935 **Lodged** 26-MAR-08 **Type** Lease Variation

-- Application Details ----------

Description

LEASE VARIATION-SUBDIVISION - Vary the purpose clause in the crown lease to read as follows: to use the premises for one or more of the following: business agency, carparking; child care centre; community activity centre; cultural facility educational establishment; financial establishment; health facility; hotel; motel; office, personal service; public agency; religious associated use; residential use RESTRICTED to multi unit housing; restaurant;and tourist faciltiy; AND to subdivide the lease into two leases.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Cb Richard Ellis
Lessee	Iag Insurance Limited
Objector	Gerlinde Sullivan

-- Activities ----------

Activity Name	Status
Da - Public Notification	Approval Conditional

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

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Application DA200800935 **Lodged** 26-MAR-08 **Type** Lease Variation

-- Application Details ----------

Description

LEASE VARIATION-SUBDIVISION - Vary the purpose clause in the crown lease to read as follows: to use the premises for one or more of the following: business agency, carparking; child care centre; community activity centre; cultural facility educational establishment; financial establishment; health facility; hotel; motel; office, personal service; public agency; religious associated use; residential use RESTRICTED to multi unit housing; restaurant;and tourist faciltiy; AND to subdivide the lease into two leases.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Cb Richard Ellis
Lessee	Iag Insurance Limited
Objector	Gerlinde Sullivan

-- Activities ----------

Activity Name	Status
Da - Public Notification	Approval Conditional

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

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Application DA200800935 **Lodged** 26-MAR-08 **Type** Lease Variation

-- Application Details ----------

Description

LEASE VARIATION-SUBDIVISION - Vary the purpose clause in the crown lease to read as follows: to use the premises for one or more of the following: business agency, carparking; child care centre; community activity centre; cultural facility educational establishment; financial establishment; health facility; hotel; motel; office, personal service; public agency; religious associated use; residential use RESTRICTED to multi unit housing; restaurant;and tourist faciltiy; AND to subdivide the lease into two leases.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Cb Richard Ellis
Lessee	Iag Insurance Limited
Objector	Gerlinde Sullivan

-- Activities ----------

Activity Name	Status
Da - Public Notification	Approval Conditional

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

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Application DA200800935 **Lodged** 26-MAR-08 **Type** Lease Variation

-- Application Details ----------

Description

LEASE VARIATION-SUBDIVISION - Vary the purpose clause in the crown lease to read as follows: to use the premises for one or more of the following: business agency, carparking; child care centre; community activity centre; cultural facility educational establishment; financial establishment; health facility; hotel; motel; office, personal service; public agency; religious associated use; residential use RESTRICTED to multi unit housing; restaurant;and tourist faciltiy; AND to subdivide the lease into two leases.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Cb Richard Ellis
Lessee	Iag Insurance Limited
Objector	Gerlinde Sullivan

-- Activities ----------

Activity Name	Status
Da - Public Notification	Approval Conditional

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

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Application DA200800935 **Lodged** 26-MAR-08 **Type** Lease Variation

-- Application Details ----------

Description

LEASE VARIATION-SUBDIVISION - Vary the purpose clause in the crown lease to read as follows: to use the premises for one or more of the following: business agency, carparking; child care centre; community activity centre; cultural facility educational establishment; financial establishment; health facility; hotel; motel; office, personal service; public agency; religious associated use; residential use RESTRICTED to multi unit housing; restaurant;and tourist faciltiy; AND to subdivide the lease into two leases.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Cb Richard Ellis
Lessee	Iag Insurance Limited
Objector	Gerlinde Sullivan

-- Activities ----------

Activity Name	Status
Da - Public Notification	Approval Conditional

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

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Application DA200800935 **Lodged** 26-MAR-08 **Type** Lease Variation

-- Application Details ----------

Description

LEASE VARIATION-SUBDIVISION - Vary the purpose clause in the crown lease to read as follows: to use the premises for one or more of the following: business agency, carparking; child care centre; community activity centre; cultural facility educational establishment; financial establishment; health facility; hotel; motel; office, personal service; public agency; religious associated use; residential use RESTRICTED to multi unit housing; restaurant;and tourist faciltiy; AND to subdivide the lease into two leases.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Cb Richard Ellis
Lessee	Iag Insurance Limited
Objector	Gerlinde Sullivan

-- Activities ----------

Activity Name	Status
Da - Public Notification	Approval Conditional

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

Application DA200800935 **Lodged** 26-MAR-08 **Type** Lease Variation

-- Application Details ----------

Description
LEASE VARIATION-SUBDIVISION - Vary the purpose clause in the crown lease to read as follows: to use the premises for one or more of the following: business agency, carparking; child care centre; community activity centre; cultural facility educational establishment; financial establishment; health facility; hotel; motel; office, personal service; public agency; religious associated use; residential use RESTRICTED to multi unit housing; restaurant;and tourist faciltiy; AND to subdivide the lease into two leases.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Cb Richard Ellis
Lessee	Iag Insurance Limited
Objector	Gerlinde Sullivan

-- Activities ----------

Activity Name	Status
Da - Public Notification	Approval Conditional

Application DA20004185 **Lodged** 12-MAY-00 **Type** Non-residential

-- Application Details ----------

Description
Construction of a garbage enclosure within an existing carpark

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd
Contact	Apps
Lessee	Nrma Insurance Limited

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

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

Application DA20004185 **Lodged** 12-MAY-00 **Type** Non-residential

-- Application Details ----------

Description
Construction of a garbage enclosure within an existing carpark

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd
Contact	Apps
Lessee	Nrma Insurance Limited

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

Application DA20004185 **Lodged** 12-MAY-00 **Type** Non-residential

-- Application Details ----------

Description
Construction of a garbage enclosure within an existing carpark

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd
Contact	Apps
Lessee	Nrma Insurance Limited

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

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

Application DA20004185 **Lodged** 12-MAY-00 **Type** Non-residential

-- Application Details ----------

Description
Construction of a garbage enclosure within an existing carpark

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd
Contact	Apps
Lessee	Nrma Insurance Limited

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

Application DA20004185 **Lodged** 12-MAY-00 **Type** Non-residential

-- Application Details ----------

Description
Construction of a garbage enclosure within an existing carpark

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd
Contact	Apps
Lessee	Nrma Insurance Limited

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

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

Application DA20004185 **Lodged** 12-MAY-00 **Type** Non-residential

-- Application Details ----------

Description
Construction of a garbage enclosure within an existing carpark

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd
Contact	Apps
Lessee	Nrma Insurance Limited

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

Application DA20004185 **Lodged** 12-MAY-00 **Type** Non-residential

-- Application Details ----------

Description
Construction of a garbage enclosure within an existing carpark

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd
Contact	Apps
Lessee	Nrma Insurance Limited

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

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

Application DA20004185 **Lodged** 12-MAY-00 **Type** Non-residential

-- Application Details ----------

Description
Construction of a garbage enclosure within an existing carpark

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd
Contact	Apps
Lessee	Nrma Insurance Limited

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

Application DA20004185 **Lodged** 12-MAY-00 **Type** Non-residential

-- Application Details ----------

Description
Construction of a garbage enclosure within an existing carpark

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd
Contact	Apps
Lessee	Nrma Insurance Limited

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

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

Application DA20004185 **Lodged** 12-MAY-00 **Type** Non-residential

-- Application Details ----------

Description
Construction of a garbage enclosure within an existing carpark

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd
Contact	Apps
Lessee	Nrma Insurance Limited

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

Application DA20004185 **Lodged** 12-MAY-00 **Type** Non-residential

-- Application Details ----------

Description
Construction of a garbage enclosure within an existing carpark

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd
Contact	Apps
Lessee	Nrma Insurance Limited

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

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

Application DA20004185 **Lodged** 12-MAY-00 **Type** Non-residential

-- Application Details ----------

Description
Construction of a garbage enclosure within an existing carpark

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd
Contact	Apps
Lessee	Nrma Insurance Limited

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

Application DA20004185 **Lodged** 12-MAY-00 **Type** Non-residential

-- Application Details ----------

Description
Construction of a garbage enclosure within an existing carpark

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd
Contact	Apps
Lessee	Nrma Insurance Limited

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

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

Application DA20004185 **Lodged** 12-MAY-00 **Type** Non-residential

-- Application Details ----------

Description
Construction of a garbage enclosure within an existing carpark

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd
Contact	Apps
Lessee	Nrma Insurance Limited

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

Application DA20004185 **Lodged** 12-MAY-00 **Type** Non-residential

-- Application Details ----------

Description
Construction of a garbage enclosure within an existing carpark

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd
Contact	Apps
Lessee	Nrma Insurance Limited

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

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

Application DA20004185 **Lodged** 12-MAY-00 **Type** Non-residential

-- Application Details ----------

Description
Construction of a garbage enclosure within an existing carpark

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd
Contact	Apps
Lessee	Nrma Insurance Limited

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

Application DA20004185 **Lodged** 12-MAY-00 **Type** Non-residential

-- Application Details ----------

Description
Construction of a garbage enclosure within an existing carpark

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd
Contact	Apps
Lessee	Nrma Insurance Limited

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

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

Application DA20004185 **Lodged** 12-MAY-00 **Type** Non-residential

-- Application Details ----------

Description
Construction of a garbage enclosure within an existing carpark

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd
Contact	Apps
Lessee	Nrma Insurance Limited

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

Application DA20004185 **Lodged** 12-MAY-00 **Type** Non-residential

-- Application Details ----------

Description
Construction of a garbage enclosure within an existing carpark

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd
Contact	Apps
Lessee	Nrma Insurance Limited

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

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

Application DA20004185 **Lodged** 12-MAY-00 **Type** Non-residential

-- Application Details ----------

Description
Construction of a garbage enclosure within an existing carpark

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd
Contact	Apps
Lessee	Nrma Insurance Limited

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

Application DA20004185 **Lodged** 12-MAY-00 **Type** Non-residential

-- Application Details ----------

Description
Construction of a garbage enclosure within an existing carpark

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd
Contact	Apps
Lessee	Nrma Insurance Limited

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

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

Application DA20004185 **Lodged** 12-MAY-00 **Type** Non-residential

-- Application Details ----------

Description
Construction of a garbage enclosure within an existing carpark

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd
Contact	Apps
Lessee	Nrma Insurance Limited

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

Application DA20004185 **Lodged** 12-MAY-00 **Type** Non-residential

-- Application Details ----------

Description
Construction of a garbage enclosure within an existing carpark

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd
Contact	Apps
Lessee	Nrma Insurance Limited

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

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

Application DA20004185 **Lodged** 12-MAY-00 **Type** Non-residential

-- Application Details ----------

Description
Construction of a garbage enclosure within an existing carpark

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd
Contact	Apps
Lessee	Nrma Insurance Limited

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

Application DA981022 **Lodged** 19-MAR-98 **Type** Single Dwelling **RESTRICTED**

-- Application Details ----------

Description
OFFICE BUILDING - ASBESTOS REMOVAL

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	9-9	0
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	White

-- Activities ----------

Activity Name	Status
Ba Single House	Not Relevant

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

Application DA981022 **Lodged** 19-MAR-98 **Type** Single Dwelling **RESTRICTED**

-- Application Details ----------

Description
OFFICE BUILDING - ASBESTOS REMOVAL

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	9-9	0
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	White

-- Activities ----------

Activity Name	Status
Ba Single House	Not Relevant

Application DA981022 **Lodged** 19-MAR-98 **Type** Single Dwelling **RESTRICTED**

-- Application Details ----------

Description
OFFICE BUILDING - ASBESTOS REMOVAL

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	9-9	0
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	White

-- Activities ----------

Activity Name	Status
Ba Single House	Not Relevant

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

Application DA981022 **Lodged** 19-MAR-98 **Type** Single Dwelling **RESTRICTED**

-- Application Details ----------

Description
OFFICE BUILDING - ASBESTOS REMOVAL

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	9-9	0
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	White

-- Activities ----------

Activity Name	Status
Ba Single House	Not Relevant

Application DA981022 **Lodged** 19-MAR-98 **Type** Single Dwelling **RESTRICTED**

-- Application Details ----------

Description
OFFICE BUILDING - ASBESTOS REMOVAL

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	9-9	0
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	White

-- Activities ----------

Activity Name	Status
Ba Single House	Not Relevant

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

Application DA981022 **Lodged** 19-MAR-98 **Type** Single Dwelling **RESTRICTED**

-- Application Details ----------

Description
OFFICE BUILDING - ASBESTOS REMOVAL

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	9-9	0
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	White

-- Activities ----------

Activity Name	Status
Ba Single House	Not Relevant

Application DA981022 **Lodged** 19-MAR-98 **Type** Single Dwelling **RESTRICTED**

-- Application Details ----------

Description
OFFICE BUILDING - ASBESTOS REMOVAL

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	9-9	0
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	White

-- Activities ----------

Activity Name	Status
Ba Single House	Not Relevant

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

Application DA981022 **Lodged** 19-MAR-98 **Type** Single Dwelling **RESTRICTED**

-- Application Details ----------

Description
OFFICE BUILDING - ASBESTOS REMOVAL

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	9-9	0
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	White

-- Activities ----------

Activity Name	Status
Ba Single House	Not Relevant

Application DA981022 **Lodged** 19-MAR-98 **Type** Single Dwelling **RESTRICTED**

-- Application Details ----------

Description
OFFICE BUILDING - ASBESTOS REMOVAL

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	9-9	0
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	White

-- Activities ----------

Activity Name	Status
Ba Single House	Not Relevant

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

Application DA981022 **Lodged** 19-MAR-98 **Type** Single Dwelling **RESTRICTED**

-- Application Details ----------

Description
OFFICE BUILDING - ASBESTOS REMOVAL

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	9-9	0
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	White

-- Activities ----------

Activity Name	Status
Ba Single House	Not Relevant

Application DA981022 **Lodged** 19-MAR-98 **Type** Single Dwelling **RESTRICTED**

-- Application Details ----------

Description
OFFICE BUILDING - ASBESTOS REMOVAL

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	9-9	0
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	White

-- Activities ----------

Activity Name	Status
Ba Single House	Not Relevant

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

Application DA981022 **Lodged** 19-MAR-98 **Type** Single Dwelling **RESTRICTED**

-- Application Details ----------

Description
OFFICE BUILDING - ASBESTOS REMOVAL

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	9-9	0
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	White

-- Activities ----------

Activity Name	Status
Ba Single House	Not Relevant

Application DA981022 **Lodged** 19-MAR-98 **Type** Single Dwelling **RESTRICTED**

-- Application Details ----------

Description
OFFICE BUILDING - ASBESTOS REMOVAL

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	9-9	0
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	White

-- Activities ----------

Activity Name	Status
Ba Single House	Not Relevant

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

Application DA981022 **Lodged** 19-MAR-98 **Type** Single Dwelling **RESTRICTED**

-- Application Details ----------

Description
OFFICE BUILDING - ASBESTOS REMOVAL

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	9-9	0
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	White

-- Activities ----------

Activity Name	Status
Ba Single House	Not Relevant

Application DA981022 **Lodged** 19-MAR-98 **Type** Single Dwelling **RESTRICTED**

-- Application Details ----------

Description
OFFICE BUILDING - ASBESTOS REMOVAL

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	9-9	0
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	White

-- Activities ----------

Activity Name	Status
Ba Single House	Not Relevant

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

Application DA981022 **Lodged** 19-MAR-98 **Type** Single Dwelling **RESTRICTED**

-- Application Details ----------

Description
OFFICE BUILDING - ASBESTOS REMOVAL

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	9-9	0
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	White

-- Activities ----------

Activity Name	Status
Ba Single House	Not Relevant

Application DA981022 **Lodged** 19-MAR-98 **Type** Single Dwelling **RESTRICTED**

-- Application Details ----------

Description
OFFICE BUILDING - ASBESTOS REMOVAL

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	9-9	0
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	White

-- Activities ----------

Activity Name	Status
Ba Single House	Not Relevant

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

Application DA981022 **Lodged** 19-MAR-98 **Type** Single Dwelling **RESTRICTED**

-- Application Details ----------

Description
OFFICE BUILDING - ASBESTOS REMOVAL

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	9-9	0
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	White

-- Activities ----------

Activity Name	Status
Ba Single House	Not Relevant

Application DA981022 **Lodged** 19-MAR-98 **Type** Single Dwelling **RESTRICTED**

-- Application Details ----------

Description
OFFICE BUILDING - ASBESTOS REMOVAL

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	9-9	0
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	White

-- Activities ----------

Activity Name	Status
Ba Single House	Not Relevant

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

Application DA981022 **Lodged** 19-MAR-98 **Type** Single Dwelling **RESTRICTED**

-- Application Details ----------

Description
OFFICE BUILDING - ASBESTOS REMOVAL

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	9-9	0
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	White

-- Activities ----------

Activity Name	Status
Ba Single House	Not Relevant

Application DA981022 **Lodged** 19-MAR-98 **Type** Single Dwelling **RESTRICTED**

-- Application Details ----------

Description
OFFICE BUILDING - ASBESTOS REMOVAL

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	9-9	0
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	White

-- Activities ----------

Activity Name	Status
Ba Single House	Not Relevant

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

Application DA981022 **Lodged** 19-MAR-98 **Type** Single Dwelling **RESTRICTED**

-- Application Details ----------

Description
OFFICE BUILDING - ASBESTOS REMOVAL

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	9-9	0
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	White

-- Activities ----------

Activity Name	Status
Ba Single House	Not Relevant

Application DA981022 **Lodged** 19-MAR-98 **Type** Single Dwelling **RESTRICTED**

-- Application Details ----------

Description
OFFICE BUILDING - ASBESTOS REMOVAL

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	9-9	0
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	White

-- Activities ----------

Activity Name	Status
Ba Single House	Not Relevant

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

Application DA981022 **Lodged** 19-MAR-98 **Type** Single Dwelling **RESTRICTED**

-- Application Details ----------

Description
OFFICE BUILDING - ASBESTOS REMOVAL

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	9-9	0
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	White

-- Activities ----------

Activity Name	Status
Ba Single House	Not Relevant

Application DA971736 **Lodged** 02-MAY-97 **Type** Non-residential

-- Application Details ----------

Description
ROOF ENCLOSURE/PLATFORM & PERIMETER LOUVRE SCREENING

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd

-- Activities ----------

Activity Name	Status
Da - No Dap. (Level 2)	Approval Conditional

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

Application DA971736 **Lodged** 02-MAY-97 **Type** Non-residential

-- Application Details ----------

Description
ROOF ENCLOSURE/PLATFORM & PERIMETER LOUVRE SCREENING

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd

-- Activities ----------

Activity Name	Status
Da - No Dap. (Level 2)	Approval Conditional

Application DA971736 **Lodged** 02-MAY-97 **Type** Non-residential

-- Application Details ----------

Description
ROOF ENCLOSURE/PLATFORM & PERIMETER LOUVRE SCREENING

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd

-- Activities ----------

Activity Name	Status
Da - No Dap. (Level 2)	Approval Conditional

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

Application DA971736 **Lodged** 02-MAY-97 **Type** Non-residential

-- Application Details ----------

Description
ROOF ENCLOSURE/PLATFORM & PERIMETER LOUVRE SCREENING

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd

-- Activities ----------

Activity Name	Status
Da - No Dap. (Level 2)	Approval Conditional

Application DA971736 **Lodged** 02-MAY-97 **Type** Non-residential

-- Application Details ----------

Description
ROOF ENCLOSURE/PLATFORM & PERIMETER LOUVRE SCREENING

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd

-- Activities ----------

Activity Name	Status
Da - No Dap. (Level 2)	Approval Conditional

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

Application DA971736 **Lodged** 02-MAY-97 **Type** Non-residential

-- Application Details ----------

Description
ROOF ENCLOSURE/PLATFORM & PERIMETER LOUVRE SCREENING

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd

-- Activities ----------

Activity Name	Status
Da - No Dap. (Level 2)	Approval Conditional

Application DA971736 **Lodged** 02-MAY-97 **Type** Non-residential

-- Application Details ----------

Description
ROOF ENCLOSURE/PLATFORM & PERIMETER LOUVRE SCREENING

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd

-- Activities ----------

Activity Name	Status
Da - No Dap. (Level 2)	Approval Conditional

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

Application DA971736 **Lodged** 02-MAY-97 **Type** Non-residential

-- Application Details ----------

Description
ROOF ENCLOSURE/PLATFORM & PERIMETER LOUVRE SCREENING

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd

-- Activities ----------

Activity Name	Status
Da - No Dap. (Level 2)	Approval Conditional

Application DA971736 **Lodged** 02-MAY-97 **Type** Non-residential

-- Application Details ----------

Description
ROOF ENCLOSURE/PLATFORM & PERIMETER LOUVRE SCREENING

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd

-- Activities ----------

Activity Name	Status
Da - No Dap. (Level 2)	Approval Conditional

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

Application DA971736 **Lodged** 02-MAY-97 **Type** Non-residential

-- Application Details ----------

Description
ROOF ENCLOSURE/PLATFORM & PERIMETER LOUVRE SCREENING

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd

-- Activities ----------

Activity Name	Status
Da - No Dap. (Level 2)	Approval Conditional

Application DA971736 **Lodged** 02-MAY-97 **Type** Non-residential

-- Application Details ----------

Description
ROOF ENCLOSURE/PLATFORM & PERIMETER LOUVRE SCREENING

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd

-- Activities ----------

Activity Name	Status
Da - No Dap. (Level 2)	Approval Conditional

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

Application DA971736 **Lodged** 02-MAY-97 **Type** Non-residential

-- Application Details ----------

Description
ROOF ENCLOSURE/PLATFORM & PERIMETER LOUVRE SCREENING

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd

-- Activities ----------

Activity Name	Status
Da - No Dap. (Level 2)	Approval Conditional

Application DA971736 **Lodged** 02-MAY-97 **Type** Non-residential

-- Application Details ----------

Description
ROOF ENCLOSURE/PLATFORM & PERIMETER LOUVRE SCREENING

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd

-- Activities ----------

Activity Name	Status
Da - No Dap. (Level 2)	Approval Conditional

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

Application DA971736 **Lodged** 02-MAY-97 **Type** Non-residential

-- Application Details ----------

Description
ROOF ENCLOSURE/PLATFORM & PERIMETER LOUVRE SCREENING

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd

-- Activities ----------

Activity Name	Status
Da - No Dap. (Level 2)	Approval Conditional

Application DA971736 **Lodged** 02-MAY-97 **Type** Non-residential

-- Application Details ----------

Description
ROOF ENCLOSURE/PLATFORM & PERIMETER LOUVRE SCREENING

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd

-- Activities ----------

Activity Name	Status
Da - No Dap. (Level 2)	Approval Conditional

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

Application DA971736 **Lodged** 02-MAY-97 **Type** Non-residential

-- Application Details ----------

Description
ROOF ENCLOSURE/PLATFORM & PERIMETER LOUVRE SCREENING

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd

-- Activities ----------

Activity Name	Status
Da - No Dap. (Level 2)	Approval Conditional

Application DA971736 **Lodged** 02-MAY-97 **Type** Non-residential

-- Application Details ----------

Description
ROOF ENCLOSURE/PLATFORM & PERIMETER LOUVRE SCREENING

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd

-- Activities ----------

Activity Name	Status
Da - No Dap. (Level 2)	Approval Conditional

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

Application DA971736 **Lodged** 02-MAY-97 **Type** Non-residential

-- Application Details ----------

Description
ROOF ENCLOSURE/PLATFORM & PERIMETER LOUVRE SCREENING

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd

-- Activities ----------

Activity Name	Status
Da - No Dap. (Level 2)	Approval Conditional

Application DA971736 **Lodged** 02-MAY-97 **Type** Non-residential

-- Application Details ----------

Description
ROOF ENCLOSURE/PLATFORM & PERIMETER LOUVRE SCREENING

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd

-- Activities ----------

Activity Name	Status
Da - No Dap. (Level 2)	Approval Conditional

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

Application DA971736 **Lodged** 02-MAY-97 **Type** Non-residential

-- Application Details ----------

Description
ROOF ENCLOSURE/PLATFORM & PERIMETER LOUVRE SCREENING

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd

-- Activities ----------

Activity Name	Status
Da - No Dap. (Level 2)	Approval Conditional

Application DA971736 **Lodged** 02-MAY-97 **Type** Non-residential

-- Application Details ----------

Description
ROOF ENCLOSURE/PLATFORM & PERIMETER LOUVRE SCREENING

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd

-- Activities ----------

Activity Name	Status
Da - No Dap. (Level 2)	Approval Conditional

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

Application DA971736 **Lodged** 02-MAY-97 **Type** Non-residential

-- Application Details ----------

Description
ROOF ENCLOSURE/PLATFORM & PERIMETER LOUVRE SCREENING

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd

-- Activities ----------

Activity Name	Status
Da - No Dap. (Level 2)	Approval Conditional

Application DA971736 **Lodged** 02-MAY-97 **Type** Non-residential

-- Application Details ----------

Description
ROOF ENCLOSURE/PLATFORM & PERIMETER LOUVRE SCREENING

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd

-- Activities ----------

Activity Name	Status
Da - No Dap. (Level 2)	Approval Conditional

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

Application DA971736 **Lodged** 02-MAY-97 **Type** Non-residential

-- Application Details ----------

Description
ROOF ENCLOSURE/PLATFORM & PERIMETER LOUVRE SCREENING

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	7-7	
Canberra Central	Braddon	18	8-8	
Canberra Central	Braddon	18	9-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Woodhouse & Danks Pty Ltd

-- Activities ----------

Activity Name	Status
Da - No Dap. (Level 2)	Approval Conditional

Application DA960696 **Lodged** 23-FEB-96 **Type** Non-residential

-- Application Details ----------

Description
New Works

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	8-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Spowers Architects
Objector	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
D+S Non Residential	Approved

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

Application DA960696 **Lodged** 23-FEB-96 **Type** Non-residential

-- Application Details ----------

Description
New Works

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	8-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Spowers Architects
Objector	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
D+S Non Residential	Approved

Application DA960696 **Lodged** 23-FEB-96 **Type** Non-residential

-- Application Details ----------

Description
New Works

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	8-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Spowers Architects
Objector	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
D+S Non Residential	Approved

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

Application DA960696 **Lodged** 23-FEB-96 **Type** Non-residential

-- Application Details ----------

Description
New Works

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	8-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Spowers Architects
Objector	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
D+S Non Residential	Approved

Application DA960696 **Lodged** 23-FEB-96 **Type** Non-residential

-- Application Details ----------

Description
New Works

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	8-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Spowers Architects
Objector	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
D+S Non Residential	Approved

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

Application DA960696 **Lodged** 23-FEB-96 **Type** Non-residential

-- Application Details ----------

Description
New Works

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	8-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Spowers Architects
Objector	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
D+S Non Residential	Approved

Application DA960696 **Lodged** 23-FEB-96 **Type** Non-residential

-- Application Details ----------

Description
New Works

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	8-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Spowers Architects
Objector	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
D+S Non Residential	Approved

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

Application DA960696 **Lodged** 23-FEB-96 **Type** Non-residential

-- Application Details ----------

Description
New Works

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	8-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Spowers Architects
Objector	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
D+S Non Residential	Approved

Application DA960696 **Lodged** 23-FEB-96 **Type** Non-residential

-- Application Details ----------

Description
New Works

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	8-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Spowers Architects
Objector	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
D+S Non Residential	Approved

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

Application DA960696 **Lodged** 23-FEB-96 **Type** Non-residential

-- Application Details ----------

Description
New Works

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	8-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Spowers Architects
Objector	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
D+S Non Residential	Approved

Application DA960696 **Lodged** 23-FEB-96 **Type** Non-residential

-- Application Details ----------

Description
New Works

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	8-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Spowers Architects
Objector	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
D+S Non Residential	Approved

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

Application DA960696 **Lodged** 23-FEB-96 **Type** Non-residential

-- Application Details ----------

Description
New Works

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	8-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Spowers Architects
Objector	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
D+S Non Residential	Approved

Application DA960696 **Lodged** 23-FEB-96 **Type** Non-residential

-- Application Details ----------

Description
New Works

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	8-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Spowers Architects
Objector	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
D+S Non Residential	Approved

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

Application DA960696 **Lodged** 23-FEB-96 **Type** Non-residential

-- Application Details ----------

Description
New Works

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	8-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Spowers Architects
Objector	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
D+S Non Residential	Approved

Application DA960696 **Lodged** 23-FEB-96 **Type** Non-residential

-- Application Details ----------

Description
New Works

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	8-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Spowers Architects
Objector	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
D+S Non Residential	Approved

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

Application DA960696 **Lodged** 23-FEB-96 **Type** Non-residential

-- Application Details ----------

Description
New Works

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	8-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Spowers Architects
Objector	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
D+S Non Residential	Approved

Application DA960696 **Lodged** 23-FEB-96 **Type** Non-residential

-- Application Details ----------

Description
New Works

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	8-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Spowers Architects
Objector	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
D+S Non Residential	Approved

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

Application DA960696 **Lodged** 23-FEB-96 **Type** Non-residential

-- Application Details ----------

Description
New Works

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	8-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Spowers Architects
Objector	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
D+S Non Residential	Approved

Application DA960696 **Lodged** 23-FEB-96 **Type** Non-residential

-- Application Details ----------

Description
New Works

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	8-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Spowers Architects
Objector	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
D+S Non Residential	Approved

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

Application DA960696 **Lodged** 23-FEB-96 **Type** Non-residential

-- Application Details ----------

Description
New Works

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	8-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Spowers Architects
Objector	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
D+S Non Residential	Approved

Application DA960696 **Lodged** 23-FEB-96 **Type** Non-residential

-- Application Details ----------

Description
New Works

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	8-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Spowers Architects
Objector	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
D+S Non Residential	Approved

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

Application DA960696 **Lodged** 23-FEB-96 **Type** Non-residential

-- Application Details ----------

Description
New Works

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	8-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Spowers Architects
Objector	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
D+S Non Residential	Approved

Application DA960696 **Lodged** 23-FEB-96 **Type** Non-residential

-- Application Details ----------

Description
New Works

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	8-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Spowers Architects
Objector	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
D+S Non Residential	Approved

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

Application DA960696 **Lodged** 23-FEB-96 **Type** Non-residential

-- Application Details ----------

Description
New Works

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	8-9	
Canberra Central	Braddon	18	10-48	

-- Involved Parties ----------

Role	Name
Applicant	Spowers Architects
Objector	Owners Corporation Of Habitat

-- Activities ----------

Activity Name	Status
D+S Non Residential	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

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

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

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 the live in one of the 17 currently declared cat containment suburbs. All cats (regardless of age) located in the following suburbs must be contained to their premise 24 hours a day. However, cats can be walked on a leash and harness under effective control in all containment suburbs: BONNER, COOMBS, CRACE, DENMAN PROSPECT, FORDE, JACKA, LAWSON, MOLONGLO, MONCRIEFF, STRATHNAIRN, THE FAIR in north WATSON, THROSBY, WRIGHT, GUNGAHLIN TOWN CENTRE, MACNAMARA, TAYLOR and WHITLAM. More information on cat containment is available at https://www.cityservices.act.gov.au/pets-and-wildlife/domestic-animals/cats/cat-containment or by phoning Access Canberra on 13 22 81.

URBAN FOREST ACT 2023

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

---- END OF REPORT ----

Unit Titles (Management) Sale Certificate Determination 2024

Unit Title Sale Certificate

Unit Titles (Management) Act 2011

Units Plan No. 4769 **Unit no:** 222

Unit entitlement: 516 Total unit entitlement: 100000

Unit owner/eligible person: Paul Robbie/

---

1. EXECUTIVE COMMITTEE

The Executive Committee's name and contact details are

Secretary	Mr J Iseppi Po Box 78, Campbell ACT 2612
Member	Mr R Mullins Midnight, 806/1 Eloura St, BRADDON ACT 2612
Member	Mr G Luthy Midnight, 803/1 Eloura St, BRADDON ACT 2612
Member	Mr N Tzafaris Midnight, 627/1 Eloura St, BRADDON ACT 2612
Member	R Watson Midnight, 709/1 Elouera St, BRADDON ACT 2612
Member	Ms T Costin Midnight, 706/1 Elouera St, BRADDON ACT 2612
Member	Ms L Dwyer Midnight, 110/1 Eloura St, BRADDON ACT 2612
Member	Mr G Milton Midnight, 802/1 Elouera St, BRADDON ACT 2612
Member	Ms T Ross 49 Alan Watt Crescent, CASEY ACT 2913

---

2. MANAGEMENT

Does the Owners Corporation have a Managing Agent? **YES/NO**

Yes, Agent's name and address:

Grady Strata
Unit G2 / 65 Canberra Avenue
KINGSTON ACT 2604

02 6251 1214

office@gradystrata.com.au

3. BOOKS & RECORDS

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

Unit G2 / 65 Canberra Avenue
KINGSTON ACT 2604

4. INSURANCE

Policy No. 10GS546146 Chubb Insurance Australia Limited
Type: Building Broker: Gallagher

Premium: $100,418.21 Paid on: 30/10/2025 Policy start date: 10/10/2025 Next due: 10/10/2026

Cover	*Sum insured*	*Excess*
Building	$98,980,000.00	$0.00
Common Property	$14,700,000.00	$0.00
Machinery Breakdown	$100,000.00	$0.00

Policy No. 01GS555478 Chubb Insurance Australia Limited
Type: Strata Broker: Gallagher

Premium: $11,310.75 Paid on: 30/10/2025 Policy start date: 10/10/2025 Next due: 10/10/2026

Cover	*Sum insured*	*Excess*
Public Liability	$20,000,000.00	$0.00
Govt. Audit Costs	$30,000.00	$0.00
Office Bearers Liability	$5,000,000.00	$0.00

4.1 A copy of the Certificate of Currency is attached.

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

5. CONTRIBUTIONS

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

5.2 Contributions due from this unit for the current financial year:
Annual – $5,699.60

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

Total amount last determined with respect to the lot		$4,065.00
Number of instalments payable (if contributions payable by instalments)		4
Amount and due date of each instalment		
Quarterly Admin/Sinking Levy 04/08/2025 - 03/11/2025	28 Nov 2025	$1,016.25
Quarterly Admin/Sinking Levy 04/11/2025 - 03/02/2026	04 Jan 2026	$1,016.25
Quarterly Admin/Sinking Levy 04/02/2026 - 03/05/2026	04 Mar 2026	$1,016.25
Quarterly Admin/Sinking Levy 04/05/2026 - 03/08/2026	04 Jun 2026	$1,016.25

Amount owing	$0.29
Interest owing	$0.01
Total amount owing	$0.30
Discount applicable for early payment	0.00%

5.3 Sinking Fund instalments (as determined under S89)

Total amount last determined with respect to the lot		$1,634.60
Number of instalments payable (if contributions payable by instalments)		4
Amount and due date of each instalment		
Quarterly Admin/Sinking Levy 04/08/2025 - 03/11/2025	28 Nov 2025	$408.65
Quarterly Admin/Sinking Levy 04/11/2025 - 03/02/2026	04 Jan 2026	$408.65
Quarterly Admin/Sinking Levy 04/02/2026 - 03/05/2026	04 Mar 2026	$408.65
Quarterly Admin/Sinking Levy 04/05/2026 - 03/08/2026	04 Jun 2026	$408.65
Amount owing		$0.11
Interest owing		$0.00
Total amount owing		$0.11
Discount applicable for early payment		0.00%

Special levies:
None

Balance of Funds Special Purpose Fund $0.00

5.4 Total outstanding contributions due for current financial year as at the date of this Certificate – $0.41

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

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

5.6 Total outstanding contributions and debts as at the date of this Certificate – $0.41

---

6. BALANCE OF FUNDS

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

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

---

7. SINKING FUND PLAN

A copy of the current approved sinking fund plan is attached

---

8. DEVELOPER CONTROL PERIOD

The developer control period has expired.

---

9. SUSTAINABILITY INFRASTRUCTURE

The corporation has not installed sustainability infrastructure.

---

10. SERVICE CONTRACTORS

Service Contractors appointed by the Owners Corporation:

Contractor Name	Creditor Type	Frequency

11. PLANNING AND LAND AUTHORITY – CROWN LEASE EXTENSION

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

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

NO

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

YES

If Yes:

Embedded Network Services: INTERNET
Embedded Network Provider: iiNET

14. HAS THE OWNERS CORPORATION BORROWED FUNDS? NO

15. MINUTES OF MEETINGS OF OWNERS CORPORATION AND EXECUTIVE COMMITTEE

A copy of the Minutes of Meetings is attached.

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

All the information in this unit title certificate has been recorded on the following date from details shown in the books, records and other documents of the Owners Corporation:

DATE: 21 May 2026

The Common Seal of
The Owners - Units Plan No .4769
was hereunto affixed in
the presence of

THE OWNERS - UNITS PLAN No. 4769 Common Seal

Signature

GRADY STRATA & FACILITIES PTY LTD
ABN: 55 609 045 061
PO Box 3197, MANUKA, ACT, 2603
P | 02 6251 1214
E | office@gradystrata.com.au

Statement of Financial Position

As at 30/04/2026

The Owners of Units Plan 4769 — Midnight, 1 Elouera St, BRADDON ACT 2612

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	(92,190.39)
Owners Equity--Admin	244,761.52
	152,571.13
Sinking Fund	
Operating Surplus/Deficit--Sinking	105,188.58
Owners Equity--Sinking	1,105,126.84
	1,210,315.42
Net owners' funds	**$1,362,886.55**
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	124,234.71
Receivable--Levies--Admin	19,945.68
Receivable--Owners--Admin	2,451.00
	146,631.39
Sinking Fund	
Cash at Bank--Sinking	618,013.64
Investments--Sinking	600,000.00
Receivable--Levies--Sinking	8,025.83
	1,226,039.47
Unallocated Money	
Cash at Bank--Unallocated	4,392.40
	4,392.40
Total assets	1,377,063.26
Less liabilities	
Administrative Fund	
Accrued Expenses--Admin	(0.01)
Creditor--GST--Admin	(12,301.43)
Prepaid Levies--Admin	6,361.70
	(5,939.74)
Sinking Fund	
Creditor--GST--Sinking	13,165.87
Prepaid Levies--Sinking	2,558.18
	15,724.05
Unallocated Money	
Prepaid Levies--Unallocated	4,392.40
	4,392.40
Total liabilities	14,176.71
Net assets	**$1,362,886.55**

GRADY STRATA & FACILITIES PTY LTD
ABN: 55 609 045 061
PO Box 3197, MANUKA, ACT, 2603
P | 02 6251 1214
E | office@gradystrata.com.au

Owner Ledger

Start Date: 01/05/2024
End Date: 31/05/2028
Owners: One only

The Owners of Units Plan 4769 — Midnight, 1 Elouera St, BRADDON ACT 2612

Lot 222 **Unit 816** **Paul Robbie** — UE / AE: 516.00 / 100,000.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund Due	Admin Fund Paid	Sinking Fund Due	Sinking Fund Paid	Interest paid	Discount	Levy type	Status	Group
			Balance brought forward	**0.00**		**0.00**						
1	04/06/2024	Quarterly	Quarterly Admin/Sinking Levy 04/05/2024 - 03/08/2024	1,077.05	1,077.05	350.15	350.15	0.00	0.00%	Standard	Normal	None
2	28/10/2024	Quarterly	Quarterly Admin/Sinking Levy 04/08/2024 - 03/11/2024	971.50	971.50	396.75	396.75	0.00	0.00%	Standard	Normal	None
3	04/12/2024	Quarterly	Quarterly Admin/Sinking Levy 04/11/2024 - 03/02/2025	971.50	971.50	396.75	396.75	0.00	0.00%	Standard	Normal	None
4	04/03/2025	Quarterly	Quarterly Admin/Sinking Levy 04/02/2025 - 03/05/2025	971.50	971.50	396.75	396.75	0.00	0.00%	Standard	Normal	None
5	22/05/2025	Once-off	Lot 222: Issue: 2 x Swipe @ $35.00 each - Requested by Paul Robbie - Owner	70.00	70.00	0.00	0.00	0.00		Owner Invoice	Normal	None
6	04/06/2025	Quarterly	Quarterly Admin/Sinking Levy 04/05/2025 - 03/08/2025	971.50	971.50	396.75	396.75	0.00	0.00%	Standard	Normal	None
7	28/11/2025	Quarterly	Quarterly Admin/Sinking Levy 04/08/2025 - 03/11/2025	1,016.25	1,016.25	408.65	408.65	0.00	0.00%	Standard	Normal	None
8	04/01/2026	Quarterly	Quarterly Admin/Sinking Levy 04/11/2025 - 03/02/2026	1,016.25	1,016.25	408.65	408.65	14.84	0.00%	Standard	Normal	None
9	10/02/2026	Once-off	Lot 222: Debt recovery Stage 1	55.00	55.00	0.00	0.00	0.00		Owner Invoice	Normal	None
10	04/03/2026	Quarterly	Quarterly Admin/Sinking Levy 04/02/2026 - 03/05/2026	1,016.25	1,015.96	408.65	408.54	0.00	0.00%	Standard	Normal	None
11	04/06/2026	Quarterly	Quarterly Admin/Sinking Levy 04/05/2026 - 03/08/2026	1,016.25	0.00	408.65	0.00	0.00	0.00%	Standard	Normal	None

Current position: Unallocated prepayments $0.00 — Levy arrears & owner invoices due $0.40 — Interest on levy arrears $0.01

Receipts

					Admin Fund		Sinking Fund		Unallocated			
Date	**Receipt no.**	**Subtype**	**Status**	**Source**	**Paid**	**Interest**	**Paid**	**Interest**	**Paid**	**Total amount**	**Cheque no.**	**Levy no.**
20/06/2024	1689	Receipt	Banked		1,077.05	0.00	350.15	0.00	0.00	1,427.20		1
05/11/2024	1993	Receipt	Banked		1,952.85	0.00	797.52	0.00	0.00	2,750.37		2, 3, 4
07/03/2025	2503	Receipt	Banked		961.59	0.00	392.71	0.00	0.00	1,354.30		4
18/03/2025	2529	Credit	Posted		0.06	0.00	0.00	0.00	0.00	0.06		4
18/03/2025	2530	Credit	Posted		0.00	0.00	0.02	0.00	0.00	0.02		4
24/03/2025	2536	Receipt	Banked		961.65	0.00	392.73	0.00	0.00	1,354.38		6
04/06/2025	2765	Receipt	Banked		79.85	0.00	4.02	0.00	0.00	83.87		6, 5
12/12/2025	3168	Receipt	Banked		1,016.25	0.00	408.65	0.00	0.00	1,424.90		7
11/02/2026	3423	Receipt	Banked		1,070.97	10.58	408.54	4.25	0.00	1,494.34		8, 9
05/03/2026	3576	Receipt	Banked		1,016.24	0.00	408.65	0.01	0.00	1,424.90		8, 10

SOLUTIONS IN ENGINEERING
QUALITY REPORTS ON TIME, EVERY TIME!
P > 1300 136 036 F > 1300 136 037
W > www.solutionsinengineering.com E > enquiry@solutionsinengineering.com
ABN 77 079 173 194

SINKING FUND PLAN

MIDNIGHT RESIDENTIAL

1 Elouera Street

Braddon ACT 2612

Units Plan 4769



Report details	
Inspection date:	4/11/2020
Inspector:	Marco Camps

NEW SOUTH WALES
Level 5, 115 Pitt St Sydney 2000
PO Box A72 Sydney South NSW 1235

QUEENSLAND
9 Gardner Close, Milton 4064
PO Box 1584 Milton 4064

VICTORIA
Level 1, 1 Queens Rd Melbourne 3004
GPO Box 3025 Melbourne 3001

SOLUTIONS IN ENGINEERING
QUALITY REPORTS ON TIME, EVERY TIME!
P > 1300 136 036 F > 1300 136 037
W> www.solutionsinengineering.com E > enquiry@solutionsinengineering.com
ABN 77 079 173 194

01 March 2021

The Owners Corporation
Units Plan 4769
1 Elouera Street
Braddon ACT 2612

Dear Committee Members,

Thank you for appointing our company to conduct your Sinking Fund Plan.

Based on our survey of your property, we have determined that the Owners Corporation will need to increase its contributions in order to cover its forecast sinking fund expenses. We strongly recommend that the levies be set at the level shown in this report.

This plan should be updated regularly to account for actual changes in construction and maintenance costs, unanticipated changes in the property's condition over time, changes in legal requirements and any discrepancies between the forecast and actual sinking fund balances. Regular updates also create peace of mind and assist the Owners Corporation to manage the risk of litigation from individual owners (current and future) for breaches of its duty to maintain the common property by providing reasonable, up-to-date estimates of the cost of necessary maintenance work and repairs.

Key Report Data Levies Summary – First Financial Year

Levy Per Unit Entitlement (Total sinking fund levy divided by unit entitlements)	$2.73
Total Unit Entitlements	100000
Total Sinking Fund Levy	$273,240.00

The data used to arrive at the above figures (which includes GST) is in the attached report. It is designed for ease of reading. For your convenience here is your Report Index:

Report Index	**Page No.**
Owners Report Summary	**Section 1**
Building Details and Report Inputs Page	2
15 Year Cash Flow Tracking & Graph	3
Report Detail	**Section 2**
15 Year Anticipated Expenditure Table	4
Building Data List from Property Inspection	7
Inspector's Building Report & Building Specific Report Notes	13
Report Notes	14

All services provided by Solutions in Engineering are supplied on the basis of our 'Supply Terms and Conditions' which are available from our Office and from our website www.solutionsinengineering.com

If you have any questions regarding your report or need our specialised services in Professional Safety Reports, Insurance Valuations, Maintenance Reports, Asbestos Audits or Balustrade Testing call us on 1300 136 036 or email enquiry@solutionsinengineering.com.

Yours sincerely,

The Team at Solutions in Engineering

Building Details & Report Inputs

Supplied information

Building Name	Midnight Residential
Building Address	1 Elouera Street Braddon ACT 2612
Units Plan number	4769
Plan Type	Units Plan - Class A
Registered Plan Date/Year of Construction	Reg. 2019
Number of Unit Entitlements	100000
Number of Units	230
Estimated Starting Sinking Fund Balance	$0.00
Starting date of Financial Year for Report	4/11/2020
GST Status	Registered for GST
Current Sinking Fund Levy per Lot Entitlement (Inc. GST)	$0.00

Report assumptions & information

Assumed Interest Rate on invested funds (For funds over $10,000 in an average term)	0.40%
Company Taxation Rate	25.00%
Interest on Invested Funds - Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on sinking fund balances over $10,000.	0.30%
Contingency Allowance - For minor and/or unforeseen expenses	8%
Assumed Rate of Inflation for Building Maintenance Costs - Based on average annual building cost increase over the past five years	3.00%
Forecast Period - Number of years the forecast looks out.	15 years

15 Year Levy Table

Year	Year To	Total Contribution		Contribution per Unit Entitlement		Quarterly Contribution	
	dd/mm/yyyy	Including GST	GST Component	Including GST	GST Component	Including GST	GST Component
1	3/11/2021	273,240.00	24,840.00	2.73	0.25	0.68	0.06
2	3/11/2022	281,437.20	25,585.20	2.81	0.26	0.70	0.06
3	3/11/2023	289,880.32	26,352.76	2.90	0.26	0.73	0.07
4	3/11/2024	298,576.73	27,143.34	2.99	0.27	0.75	0.07
5	3/11/2025	307,534.03	27,957.64	3.08	0.28	0.77	0.07
6	3/11/2026	316,760.05	28,796.37	3.17	0.29	0.79	0.07
7	3/11/2027	326,262.85	29,660.26	3.26	0.30	0.82	0.07
8	3/11/2028	336,050.74	30,550.07	3.36	0.31	0.84	0.08
9	3/11/2029	346,132.26	31,466.57	3.46	0.31	0.87	0.08
10	3/11/2030	356,516.23	32,410.57	3.57	0.32	0.89	0.08
11	3/11/2031	367,211.71	33,382.88	3.67	0.33	0.92	0.08
12	3/11/2032	378,228.06	34,384.37	3.78	0.34	0.95	0.09
13	3/11/2033	389,574.90	35,415.90	3.90	0.35	0.98	0.09
14	3/11/2034	401,262.15	36,478.38	4.01	0.36	1.00	0.09
15	3/11/2035	413,300.01	37,572.73	4.13	0.38	1.03	0.09

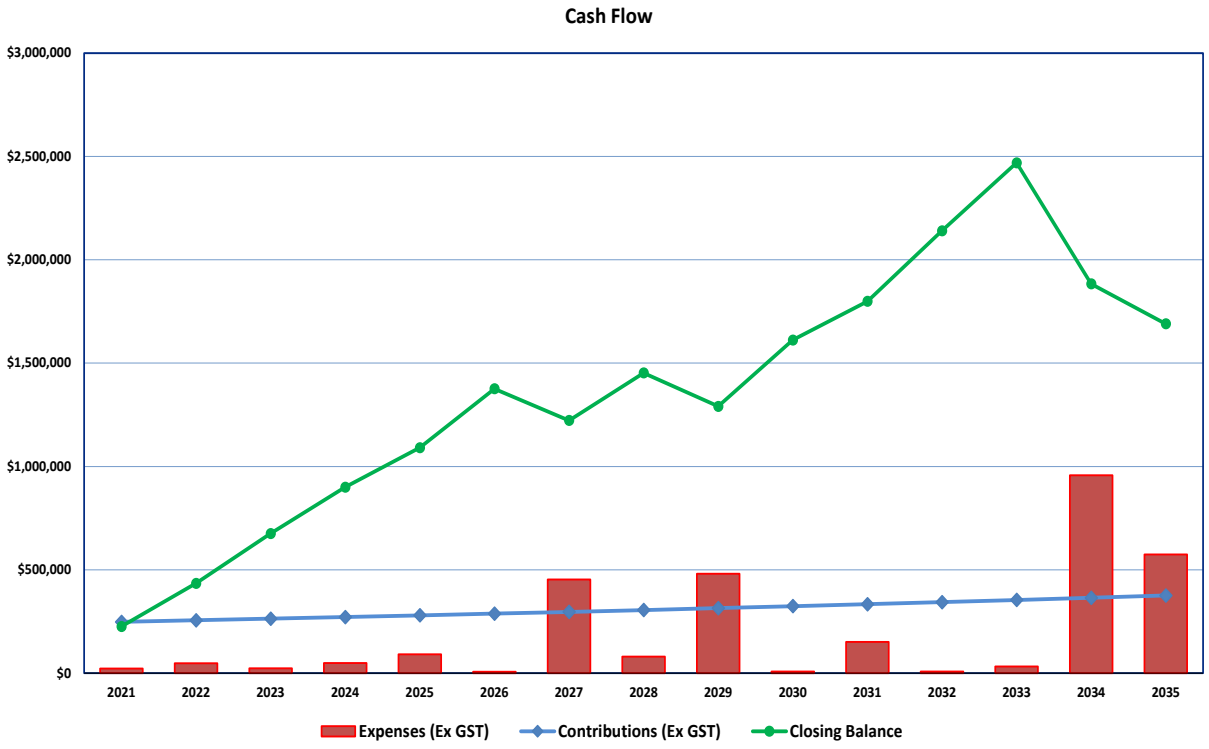
15 Year Cash Flow Tracking Sheet

The table below shows the cash flow starting with the anticipated **'Opening Balance'** at the start of the first financial year which you provided to us. We then add the **'Total Levy Contributions'** for the year and any **'Interest'** on balances greater than $10,000. Any **'Anticipated Expenses'** are then allowed for leaving a **'Closing Balance'** for the year which in turn becomes the **'Opening Balance'** for the following year. In summary:
Opening Balance + Total Levy Contributions + Interest – Anticipated Expenses = Closing Balance

Year	Year To	Opening Balance	Total Levy Contributions	Interest	Anticipated Expenses	Closing Balance
1	3/11/2021	0.00	248,400.00	338.76	22,560.91	226,177.85
2	3/11/2022	226,177.85	255,852.00	989.50	48,540.91	434,478.44
3	3/11/2023	434,478.44	263,527.56	1,662.82	23,934.55	675,734.27
4	3/11/2024	675,734.27	271,433.39	2,360.18	49,449.09	900,078.75
5	3/11/2025	900,078.75	279,576.39	2,982.06	91,694.55	1,090,942.65
6	3/11/2026	1,090,942.65	287,963.68	3,694.48	6,862.73	1,375,738.08
7	3/11/2027	1,375,738.08	296,602.59	3,892.09	453,353.64	1,222,879.12
8	3/11/2028	1,222,879.12	305,500.67	4,007.29	79,731.82	1,452,655.26
9	3/11/2029	1,452,655.26	314,665.69	4,109.15	480,540.91	1,290,889.19
10	3/11/2030	1,290,889.19	324,105.66	4,347.24	7,724.55	1,611,617.54
11	3/11/2031	1,611,617.54	333,828.83	5,107.90	151,796.36	1,798,757.91
12	3/11/2032	1,798,757.91	343,843.69	5,899.75	8,195.45	2,140,305.90
13	3/11/2033	2,140,305.90	354,159.00	6,903.91	32,167.27	2,469,201.54
14	3/11/2034	2,469,201.54	364,783.77	6,519.03	957,165.45	1,883,338.89
15	3/11/2035	1,883,338.89	375,727.28	5,352.17	574,292.73	1,690,125.61

15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the sinking fund and the likely 'Expenses' for each year of this forecast. The three lines in the graph are:
Contributions line - Total sinking fund contributions per year.
Expenses line – Total anticipated expenses in each year.
Closing balance line – Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.



Anticipated Expenditures Table Year 1 - 15

This table shows when expenses will occur in the next 15 years. From left to right the columns are:-
'Expenditure Items' - lists the different areas and items of expenditure.
'Current Cost' - shows the current maintenance expenditure costs in today's dollars.
'Year 1' to 'Year 15' - shows the costs in the year in which they occur including the 'Assumed Rate of Inflation' compounded annually until the cost is due.

At the bottom on each column there are three lines. Firstly, a **'Grand Total (Inc. GST)'** followed by a line calculating the '**Contingency Allowance (Inc. GST)'** for unforeseen and minor expenses and finally **'Total Expenses (Inc. GST)'** for that year. Please note: This page rounds figures to the nearest whole dollar.

Expenditure Item	Current Cost	Year 1 (2021)	Year 2 (2022)	Year 3 (2023)	Year 4 (2024)	Year 5 (2025)	Year 6 (2026)	Year 7 (2027)	Year 8 (2028)	Year 9 (2029)	Year 10 (2030)	Year 11 (2031)	Year 12 (2032)	Year 13 (2033)	Year 14 (2034)	Year 15 (2035)
1. Building Exterior																
Inspect and repair expansion joints	53,996	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Wash down concrete surfaces	32,694	-	-	-	-	-	-	-	-	41,416	-	-	-	-	-	-
Reseal building exterior concrete surfaces	81,098	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repaint door face – one side including architraves	826	-	-	-	-	-	-	-	-	1,046	-	-	-	-	-	-
Replace aluminium windows, doors and hardware	3,220,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace glass balustrades	472,316	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintain balustrades (total: 806 Lm)	4,688	-	-	-	-	-	-	-	-	-	-	6,300	-	-	-	-
Waterproof balcony floors (total: 1654 m2) - 20%	281,350	-	-	-	-	-	-	-	-	-	-	-	-	-	413,172	-
General building maintenance and waterproofing repairs	48,000	-	49,440	-	-	54,024	-	-	59,034	-	-	64,508	-	-	70,490	-
Sub Total (Incl. GST)		**0**	**49,440**	**0**	**0**	**54,024**	**0**	**0**	**59,034**	**42,462**	**0**	**70,808**	**0**	**0**	**483,662**	**0**
2. Roof																
Maintain membrane (total: 2921 m2)	8,360	-	-	-	-	-	-	-	-	10,590	-	-	-	-	-	-
Waterproof roof with pebbles above	1,321,110	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**10,590**	**0**	**0**	**0**	**0**	**0**	**0**
3. Lobbies and Hallways																
Repaint ceilings	72,874	-	-	-	-	-	-	87,015	-	-	-	-	-	-	-	110,228
Repaint walls, decorative wall panels and skirting boards	151,826	-	-	-	-	-	-	181,288	-	-	-	-	-	-	-	229,650
Repaint door face – one side including architraves	74,304	-	-	-	-	-	-	88,723	-	-	-	-	-	-	-	112,391
Maintain floor tiles (total: 122 m2)	905	-	-	-	989	-	-	-	-	1,146	-	-	-	-	1,329	-
Replace carpet	235,161	-	-	-	-	-	-	-	-	297,895	-	-	-	-	-	-
Replace furniture to level 8 lobby	3,200	-	-	-	-	-	-	-	-	-	-	-	-	-	4,699	-
Sub Total (Incl. GST)		**0**	**0**	**0**	**989**	**0**	**0**	**357,026**	**0**	**299,041**	**0**	**0**	**0**	**0**	**6,028**	**452,269**

Expenditure Item	Current Cost	Year 1 (2021)	Year 2 (2022)	Year 3 (2023)	Year 4 (2024)	Year 5 (2025)	Year 6 (2026)	Year 7 (2027)	Year 8 (2028)	Year 9 (2029)	Year 10 (2030)	Year 11 (2031)	Year 12 (2032)	Year 13 (2033)	Year 14 (2034)	Year 15 (2035)
4. Stairwells																
Repaint door face – one side including architraves	6,398	-	-	-	-	-	-	7,640	-	-	-	-	-	-	-	9,678
Sub Total (Incl. GST)		**0**	**0**	**0**	**0**	**0**	**0**	**7,640**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**9,678**
5. Bathrooms																
Waterproof bathrooms	6,030	-	-	-	-	-	6,990	-	7,416	-	7,868	-	8,347	-	8,855	-
Sub Total (Incl. GST)		**0**	**0**	**0**	**0**	**0**	**6,990**	**0**	**7,416**	**0**	**7,868**	**0**	**8,347**	**0**	**8,855**	**0**
6. Car park																
Repaint line marking and safety highlights	31,054	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Wash and reseal concrete surface	143,398	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintain store rooms	4,380	-	-	-	4,786	-	-	-	-	5,548	-	-	-	-	6,432	-
Repaint walls and columns	45,368	-	-	-	-	-	-	54,172	-	-	-	-	-	-	-	68,623
Repaint door face – one side including architraves	3,302	-	-	-	-	-	-	3,943	-	-	-	-	-	-	-	4,995
Replace electric garage door motor and mechanisms	3,971	-	-	-	-	-	-	-	-	5,030	-	-	-	-	-	-
Replace garage door	9,076	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		**0**	**0**	**0**	**4,786**	**0**	**0**	**58,115**	**0**	**10,578**	**0**	**0**	**0**	**0**	**6,432**	**73,618**
7. Fixtures and Fittings																
Replace community television aerial and equipment	3,140	-	-	-	-	-	-	-	-	3,978	-	-	-	-	-	-
Replace letterboxes	87,283	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintain or replace windows, doors and hardware	12,000	-	-	-	-	13,506	-	-	14,758	-	-	16,127	-	-	17,622	-
Repair or upgrade security access system / intercom	96,600	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Upgrade security system / CCTV	4,782	-	-	-	-	-	-	-	-	6,058	-	-	-	-	-	-
Sub Total (Incl. GST)		**0**	**0**	**0**	**0**	**13,506**	**0**	**0**	**14,758**	**10,036**	**0**	**16,127**	**0**	**0**	**17,622**	**0**
8. Building Signage																
Replace or upgrade signage	9,171	-	-	-	-	-	-	-	-	-	-	-	-	-	13,468	-
Sub Total (Incl. GST)		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**13,468**	**0**
9. Fire Equipment																
Maintain or upgrade fire equipment and smoke alarms	25,400	-	-	-	27,755	-	-	-	-	32,176	-	-	-	-	37,301	-
Replace or upgrade fire control panels	20,634	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintain or refurbish fire pumps and control panels	25,879	-	-	-	-	-	-	-	-	32,783	-	-	-	-	-	-
Sub Total (Incl. GST)		**0**	**0**	**0**	**27,755**	**0**	**0**	**0**	**0**	**64,959**	**0**	**0**	**0**	**0**	**37,301**	**0**

Expenditure Item	Current Cost	Year 1 (2021)	Year 2 (2022)	Year 3 (2023)	Year 4 (2024)	Year 5 (2025)	Year 6 (2026)	Year 7 (2027)	Year 8 (2028)	Year 9 (2029)	Year 10 (2030)	Year 11 (2031)	Year 12 (2032)	Year 13 (2033)	Year 14 (2034)	Year 15 (2035)
10. Plant - Water																
Plumbing and drainage maintenance	22,979	22,979	-	24,378	-	25,863	-	27,438	-	29,109	-	30,882	-	32,763	-	34,758
Replace stormwater pumps	11,920	-	-	-	-	-	-	-	-	-	-	16,019	-	-	-	-
Replace domestic water jacking pump, pressure tanks and control panel	13,004	-	-	-	-	-	-	-	-	-	-	17,476	-	-	-	-
Replace hot water system – instantaneous gas	69,755	-	-	-	-	-	-	-	-	-	-	-	-	-	102,438	-
Replace hot water circulation pumps - large	2,452	-	-	-	-	-	-	-	-	-	-	3,295	-	-	-	-
Sub Total (Incl. GST)		**22,979**	**0**	**24,378**	**0**	**25,863**	**0**	**27,438**	**0**	**29,109**	**0**	**67,672**	**0**	**32,763**	**102,438**	**34,758**
11. Plant - Electrical																
Replace switchboards	100,212	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace or upgrade common light fittings	106,200	-	-	-	-	-	-	-	-	-	-	-	-	-	155,958	-
Sub Total (Incl. GST)		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**155,958**	**0**
12. Plant - Air and Ventilation																
Maintain or replace mechanical ventilation to lobbies	8,227	-	-	-	8,990	-	-	-	-	10,422	-	-	-	-	12,082	-
Maintain or replace mechanical ventilation to basement and plant / service rooms	7,179	-	-	-	7,845	-	-	-	-	9,094	-	-	-	-	10,543	-
Sub Total (Incl. GST)		**0**	**0**	**0**	**16,835**	**0**	**0**	**0**	**0**	**19,516**	**0**	**0**	**0**	**0**	**22,625**	**0**
13. Lifts																
Refurbish lift interior	73,497	-	-	-	-	-	-	-	-	-	-	-	-	-	107,933	-
Replace lifts	787,169	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**107,933**	**0**
14. Garbage and Chute Rooms																
Repaint ceilings	2,181	-	-	-	-	-	-	2,604	-	-	-	-	-	-	-	3,299
Repaint walls	4,544	-	-	-	-	-	-	5,426	-	-	-	-	-	-	-	6,873
Repaint doors - one side including architraves	1,858	-	-	-	-	-	-	2,219	-	-	-	-	-	-	-	2,810
Repaint floor - non-slip	1,073	-	-	-	-	-	-	1,281	-	-	-	-	-	-	-	1,623
Replace vinyl flooring	8,559	-	-	-	-	-	-	-	-	-	-	-	-	-	12,569	-
Replace motor and mechanisms to roller door	2,486	-	-	-	-	-	-	-	-	3,149	-	-	-	-	-	-
Replace roller door	3,796	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		**0**	**0**	**0**	**0**	**0**	**0**	**11,530**	**0**	**3,149**	**0**	**0**	**0**	**0**	**12,569**	**14,605**
Grand Total (Incl. GST)		**22,979**	**49,440**	**24,378**	**50,365**	**93,393**	**6,990**	**461,749**	**81,208**	**489,440**	**7,868**	**154,607**	**8,347**	**32,763**	**974,891**	**584,928**
Contingency Allowance (Incl. GST)		**1,838**	**3,955**	**1,950**	**4,029**	**7,471**	**559**	**36,940**	**6,497**	**39,155**	**629**	**12,369**	**668**	**2,621**	**77,991**	**46,794**
Grand Total Expenses (Incl. Contingency Allowance and GST)		**24,817**	**53,395**	**26,328**	**54,394**	**100,864**	**7,549**	**498,689**	**87,705**	**528,595**	**8,497**	**166,976**	**9,015**	**35,384**	**1,052,882**	**631,722**

Building Data List from the Property Inspection for Midnight Residential

This table has all the data collected by the building inspector while inspecting the complex. The columns from left to right are:-

'Items' – identifies and describes the maintenance item
'Qty' – lets you know the total quantity of that item
'Unit' – is the unit rate used to measure the quantity
'Rate' – is the cost of each unit in dollars
'Value' – is the quantity (Qty) multiplied by the Rate ($)
'Next Due' - is the remaining life in years until an item needs money spent on it.
'Total Life' - is the total life the item after it is replaced, repaired or repainted.
'Comments' – details any useful explanatory notes for the item.

Items	Qty	Unit	Rate ($)	Value ($)	Next Due	Total Life	Comments
1. Building Exterior							
Inspect and repair expansion joints	1	Item	53,996.00	53,996.00	19	10	Repair on paint cycles or as required
Wash down concrete surfaces	2,158	m2	15.15	32,694.00	9	10	Wash down as required
Reseal building exterior concrete surfaces	2,158	m2	37.58	81,098.00	19	20	Reseal as required
Repaint door face – one side including architraves	4	Ea	206.40	826.00	9	10	Ongoing painting program
Replace aluminium windows, doors and hardware	1	Item	3,220,000.00	3,220,000.00	39	40	Replace as required - price will vary on product used
Replace glass balustrades	806	Lm	586.00	472,316.00	39	40	Replace as required - price will vary on product used
Maintain balustrades (total: 806 Lm)	8	Lm	586.00	4,688.00	11	5	Repair or replace as required
Waterproof balcony floors (total: 1654 m2) - 20%	331	m2	850.00	281,350.00	14	7	Waterproof as required - remove tiles and failed membrane and improve drainage, install new membrane and floor
General building maintenance and waterproofing repairs	1	Item	48,000.00	48,000.00	2	3	General repairs and future upgrades
2. Roof							
Maintain membrane (total: 2921 m2)	30	m2	278.68	8,360.00	9	10	Repair as required
Waterproof roof with pebbles above	2,921	m2	452.28	1,321,110.00	19	20	Replace as required
3. Lobbies and Hallways							
Repaint ceilings	2,840	m2	25.66	72,874.00	7	8	Ongoing painting program
Repaint walls, decorative wall panels and skirting boards	6,248	m2	24.30	151,826.00	7	8	Ongoing painting program
Repaint door face – one side including architraves	360	Ea	206.40	74,304.00	7	8	Ongoing painting program
Maintain floor tiles (total: 122 m2)	5	m2	180.94	905.00	4	5	Replace as required
Replace carpet	2,718	m2	86.52	235,161.00	9	10	Replace as required
Replace furniture to level 8 lobby	1	Item	3,200.00	3,200.00	14	15	Replace as required
4. Stairwells							
Repaint door face – one side including architraves	62	Ea	103.20	6,398.00	7	8	Shared item - pricing at 50%
5. Bathrooms							
Waterproof bathrooms	4	Ea	1,507.55	6,030.00	6	2	Repairs only

Items	Qty	Unit	Rate ($)	Value ($)	Next Due	Total Life	Comments
6. Car park							
Repaint line marking and safety highlights	1,930	Lm	16.09	31,054.00	19	20	Repaint as required
Wash and reseal concrete surface	8,029	m2	17.86	143,398.00	19	20	Reseal as required
Maintain store rooms	1	Item	4,380.00	4,380.00	4	5	Repair as required
Repaint walls and columns	1,867	m2	24.30	45,368.00	7	8	Ongoing painting program
Repaint door face – one side including architraves	16	Ea	206.40	3,302.00	7	8	Ongoing painting program
Replace electric garage door motor and mechanisms	1	Ea	3,970.88	3,971.00	9	10	Replace as required
Replace garage door	1	Ea	9,076.45	9,076.00	29	30	Replace as required
7. Fixtures and Fittings							
Replace community television aerial and equipment	1	Item	3,139.65	3,140.00	9	10	Replace as required
Replace letterboxes	230	Ea	379.49	87,283.00	29	30	Replace as required
Maintain or replace windows, doors and hardware	1	Item	12,000.00	12,000.00	5	3	
Repair or upgrade security access system / intercom	1	Item	96,600.00	96,600.00	19	20	Replace as required
Upgrade security system / CCTV	1	Item	4,782.43	4,782.00	9	10	Shared item - pricing at 50%
8. Building Signage							
Replace or upgrade signage	1	Item	9,170.99	9,171.00	14	15	Quotation required
9. Fire Equipment							
Maintain or upgrade fire equipment and smoke alarms	1	Item	25,400.00	25,400.00	4	5	Shared item - pricing at 50%
Replace or upgrade fire control panels	1	Ea	20,634.12	20,634.00	19	20	Shared item - pricing at 50%
Maintain or refurbish fire pumps and control panels	1	Item	25,878.99	25,879.00	9	10	Shared item - pricing at 50%
10. Plant - Water							
Plumbing and drainage maintenance	1	Item	22,979.43	22,979.00	1	2	For water, sewer and stormwater repairs and maintenance
Replace stormwater pumps	6	Ea	1,986.68	11,920.00	11	12	
Replace domestic water jacking pump, pressure tanks and control panel	1	Set	13,003.69	13,004.00	11	12	Replace as required
Replace hot water system – instantaneous gas	20	Ea	3,487.77	69,755.00	14	15	Replace as required
Replace hot water circulation pumps - large	2	Ea	1,226.05	2,452.00	11	12	Replace as required
11. Plant - Electrical							
Replace switchboards	1	Item	100,211.99	100,212.00	39	40	Replace as required
Replace or upgrade common light fittings	1	Item	106,200.00	106,200.00	14	15	Upgrade as required
12. Plant - Air and Ventilation							
Maintain or replace mechanical ventilation to lobbies	1	Item	8,226.91	8,227.00	4	5	Repair or replace as required
Maintain or replace mechanical ventilation to basement and plant / service rooms	1	Item	7,179.28	7,179.00	4	5	Repair or replace as required
13. Lifts							
Refurbish lift interior	4	Ea	18,374.20	73,497.00	14	0	Refurbish as required
Replace lifts	4	Ea	196,792.28	787,169.00	24	25	Replace as required

Items	Qty	Unit	Rate ($)	Value ($)	Next Due	Total Life	Comments
14. Garbage and Chute Rooms							
Repaint ceilings	85	m2	25.66	2,181.00	7	8	Ongoing painting program
Repaint walls	187	m2	24.30	4,544.00	7	8	Ongoing painting program
Repaint doors - one side including architraves	9	Ea	206.40	1,858.00	7	8	Ongoing painting program
Repaint floor - non-slip	33	m2	32.51	1,073.00	7	8	Ongoing painting program
Replace vinyl flooring	85	m2	100.69	8,559.00	14	15	Replace as required
Replace motor and mechanisms to roller door	1	Item	2,485.77	2,486.00	9	10	Repair or replace as required
Replace roller door	1	Ea	3,796.00	3,796.00	34	35	Replace as required

BUILDING PHOTOS

Item Group	Photo
Building Exterior	
Roof	
Lobbies and Hallways	
Stairwells	

Car park	 
Fixtures and Fittings	
Plant - Water	  
Plant - Electrical	

Plant - Air and Ventilation		
Lifts		
Garbage and Chute Rooms		

Inspector's Report for Midnight Residential

1. We have recommended that the balance of the Capital Works be allowed to increase over the length of this report, leading to a significant balance in the later years. It is necessary to allow a larger balance over time to offset the effects of inflation on building material and labour costs and to ensure that adequate funds are available to provide for major works, which frequently become necessary as the building ages, but which cannot be reliably forecast this far in advance. Based on historical data and current trends, we anticipate that building construction and maintenance costs will increase by fifty percent every fifteen years. This recommendation will be reviewed each time this report is updated, in light of price levels and the state of the building at the time of each update.

2. The painting cost estimates are as accurate as possible. However, due to privacy considerations, access restrictions to some areas and the varied nature of the property, it is recommended that the Owners Corporation obtain quotes for painting work well in advance of when the work is to be carried out to allow for any shortfall or excess in funds.

3. An allowance has been made for the maintenance of the driveway. Cleaning may be carried out using high pressure water or a chemical wash, however the Owners Corporation should take care to abide by water-use restrictions when doing so.

4. The powder coated metalwork throughout the property may be subject to a manufacturer's warranty and, as such, the manufacturer's cleaning and maintenance recommendations should be followed to maximise the lifespan of the product.

5. We have allocated funds for the common issues where waterproofing fails and needs reinforcing.

6. An allowance for general building maintenance and repairs and upgrades was added.

7. An allowance for plumbing and drainage maintenance was included for the complex.

8. Monies were budgeted for the replacement of windows, doors and hardware on the complex.

9. The membrane on the roof needs regular maintenance and a total replacement over time which has been included in this report.

10. Maintenance of fire equipment was included in this report.

11. We have not been advised of any major recent works or proposed works for the near future.

12. The levies on new properties are usually set low. They do not reflect the true cost and maintenance of the property. With careful consideration the levies have been raised to consider the capital works maintenance items in the next 15 years.

Report Notes

Sinking Fund Forecast (ACT)

This forecast satisfies the current requirements of the Unit Titles (Management) Act 2011 which states:-

81 Sinking fund

(1) This section applies if there are 4 or more units in a units plan.

(2) An owners corporation for the units plan must establish and maintain a fund (the sinking fund).

82 Sinking fund plan

(1) This section applies to an owners corporation for a units plan if the corporation is required to establish and maintain a sinking fund.

(2) The owners corporation must approve, by ordinary resolution, a plan of expected sinking fund expenditure (a sinking fund plan) for each year in the 10-year period beginning on the day of the next annual general meeting following the approval.

83 Sinking fund plan—meaning of expected sinking fund expenditure

(1) For this division, "expected sinking fund expenditure" means expenditure for the following purposes that the owners corporation reasonably expects will be necessary to maintain in good condition the common property and any other property it holds:

(a) the painting or repainting of any building (or any part of a building) that forms part of the common property;

(b) the acquisition of new property or renewal or replacement of property that it holds;

(c) the renewal, replacement or repair of fixtures and fittings that are part of the common property;

(d) the renewal, replacement or repair of anything else on the common property;

(e) for a building containing class A units—any purpose mentioned in paragraph (b), (c) or (d) that relates to defined parts of the building;

(f) for a building on a class B unit—any maintenance mentioned in paragraph (b), (c) or (d) that is authorised by a special resolution under section 24 (1) (g);

(g) any other capital expenses for which the corporation is responsible.

(2) In this section:

"defined parts", of a building containing class A units—see section 24 (2).

"property" includes sustainability or utility infrastructure.

85 Sinking fund plan—review

An owners corporation for a units plan must review its sinking fund plan—

(a) not later than 4 years after the plan is first approved by the owners corporation (the first review); and

(b) not later than the end of each 5-year period after the first review.

Note A sinking fund plan of an existing owners corporation that was current immediately before the commencement of this division is taken to be a sinking fund plan under this Act (see s 157 (2)). The day the existing sinking fund plan is first approved for this section is the day the initial sinking fund plan was approved by the owners corporation under the Unit Titles Act 2001 (see s 157 (3)).

THIS REPORT DEALS WITH THE SINKING FUND PLAN.

Figures used and updates **-** The figures used in the forecast are typical for this type of building and normal usage. The Owners Corporation has some discretion in the timing of most maintenance items. The purpose of this forecast is to ensure monies are available when required to cover foreseeable expenses.

Contingency **-** A contingency has been allowed for any unforeseen expenses. Please refer to the second page of the report.

Interest, Taxation and Inflation **-** The standard interest rate used by Solutions in Engineering is based on the Reserve Bank of Australia's (RBA) historical series for Cash Management and Online Savings Account interest rates for the past previous fifteen years. The company tax rate is applied to interest income unless Solutions in Engineering is advised that the Owners Corporation is exempt from tax on external income. The standard inflation rate used by Solutions in Engineering is based upon the entire RBA historical series for Construction, Manufacturing and Property Services inflation, commencing March 1999. While historical figures are not an accurate predictor of specific future outcomes, over the life of this report (fifteen years), interest rates and inflation should approach long-term averages. Changes in economic conditions may affect the accuracy of these figures. This report should be updated at regular intervals to ensure that any such changes are taken into account.

General Funds Budget - Items of a recurrent nature that are covered by the general funds budget such as maintenance contract for lifts, fire protection equipment, air conditioners, cleaning and gardening are not included. Neither are items of a minor recurrent nature with varying life spans such as light bulbs and exit light battery packs.

Safety - The inspection does not cover safety issues.

Lifts - Due to the many types of lift contracts covering varying parts and aspects of lift maintenance, no allowance is made unless instructed by the Owners Corporation Committee/Representative.

Fire Maintenance – We have assumed that the Fire Maintenance Contractor has covered the Fire Maintenance Items; no allowance is made unless instructed by the Owners Corporation Committee/Representative.

Items with Indefinite Lives - There is no allowance for replacement of items that, if properly maintained, should last indefinitely, (unless otherwise requested by the Owners Corporation); for example: sanitary fittings and lift carriage interiors. This forecast deals only with estimating the timing of physical obsolescence.

Improvements - The Owners Corporation may resolve to undertake improvements not related to normal maintenance. No allowance has been made for these items.

Defects - No allowance has been made for correction of defects resulting from faulty construction except where nominated in the report. The inspectors report summarises only issues observed during our inspection and is not a structural report.

Ongoing Maintenance Programs - The lives of some items overall may have been extended indefinitely due to the use of an ongoing maintenance program. When there is any doubt in our minds about how and when an item may need replacement or maintenance, we give control to the owners and the Owners Corporation. With allowances for ongoing maintenance programs, allow funds to be available for maintenance, gradual replacement or in some cases accumulation of funds for total replacement in the long term. The lives of some items can vary considerably, especially with issues such as:

- Usage.
- Accidental damage to floor tiles, which may or may not be still available or in stock.
- Fences can be maintained and replaced gradually or all at once.
- Metal and Aluminium Balustrades can last anywhere between 10 and 50 years, depending on the original quality, coatings (painting) and maintenance.
- Concrete driveways that have been cracked but are still perfectly sound and serviceable.
- Pumps and Fans can last indefinitely or wear out relatively quickly. This often depends on the quality of internal construction and finish.

Updates - The forecast is made with the best available data at this time. The forecast should be upgraded at regular intervals. We recommend a minimum of bi-annual updates.

Supply terms and conditions - All services provided by Solutions in Engineering are supplied on the basis of **Supply Terms and Conditions** which are available from our Office and from our website www.solutionsinengineering.com

Please read the information and the notes on the Inspector's report to gain the most from this report.

Midnight

Raine&Horne | Strata

Raine & Horne Strata
2 Kennedy Street, Kingston ACT 2604
PO Box 3537, Manuka ACT 2603
P: 02 6295 6888
E: reception@rhstrata.com.au

MINUTES OF ANNUAL GENERAL MEETING

MIDNIGHT RESIDENTIAL UNITS PLAN 4769

Held: 5:30pm, Tuesday 23 March 2021

At: The Conservatory Room, Midnight Hotel
1 Elouera Street, BRADDON
and via Zoom teleconference link

Midnight

Raine & Horne Strata
2 Kennedy Street, Kingston ACT 2604
PO Box 3537, Manuka ACT 2603
P: 02 6295 6888
E: reception@rhstrata.com.au

MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS OF UNITS PLAN 4769 – MIDNIGHT RESIDENTIAL

PRESENT (REPRESENTATIVES OF LOT NUMBER) IN PERSON:

LOT 108 – 1448 Pty Ltd , **LOT 19** – Ms. L. Dorr, **LOT 33** – Mr. R. Vlazlovski, **LOT 74** – Mr. N. Parker
LOT 95 – Mr. R. Hernandez, **LOT 111** – Ms. A. Walker , **LOT 132** – Mr. M. Yeung , **LOT 146** – Ms. J. Ha
LOT 149 – Mr. J. Potter , **LOT 205** – Ms. J. Seaborn , **LOT 207** – Mr. B & Mrs. C Smith ,
LOT 209 – Ms. K. Hedley & Mr. G. Luthy , **LOT 210** – Ms. R. Armstrong , **LOT 212** – Mr. R. Mullins and,
LOT 229 – Mr. N. & Mrs. E. Moore

PRESENT (REPRESENTATIVES OF LOT NUMBER) VIA ZOOM:

LOT 10 – NG Landholdings No 14 Pty Ltd, **LOT 20** – Mr. R. Rennie, **LOT 96** – Mr. N. James, **LOT 129** – Ms. K. Fox
LOT 136 – Mr. R. Jackson**, LOT 145** – Mr. W. Henderson, **LOT 147** – Mr. A. Pignatiello, **LOT 159** – Ms. D. Lu
LOT 161 – Mr. R. Dalton, **LOT 183** – Ms. A. Filmer, **LOT 202** – K Wust Pty Ltd and, **LOT 228** – Ms. A. Barnard

PROXIES:

The following lots provided Proxy Authorisation forms:
LOT 71 – Underwood Family Super Nominees appointing Ms. J. Seaborn
LOT 137 – Mr. K. Williams appointing Ms. J. Seaborn

ABSENTEE:

The following lots provided Absentee Votes:
LOT 184 – Mr. S. Smith & Ms. R. Granton
LOT 200 – Ms. J. Darbyshire & Mr. M. Linfoot

RAINE & HORNE STRATA REPRESENTATIVES:

Mr. Steve Wiebe, Mrs Karin Taylor (Via Zoom), Mr. Shaun Norgrove, Mr. Frank Morella and Ms. Emily Dean

BUILDING MANAGEMENT TEAM:

Mr. Dom Davidson and Mr. Paull English

It was noted a standard quorum was not present, however the meeting would proceed with a reduced quorum in accordance with Schedule 3, Part 3.1, Section 3.9 of the Unit Titles (Management) Act 2011.

Raine&Horne | Strata.
Raine & Horne Strata
2 Kennedy Street, Kingston ACT 2604
PO Box 3537, Manuka ACT 2603
P: 02 6295 6888
E: reception@rhstrata.com.au

1. OPENING

Ms. Seaborn opened the meeting at 5.30pm, welcomed owners, and noted that as a quorum had not been reached, the meeting would commence under reduced quorum rules at 6.00 pm.

Ms. Seaborn also invited questions from the floor/Zoom whilst waiting the required quorum period. EC members noted questions from owners raised privately in person for follow up after the meeting.

At 6.00 pm the Chairperson declared that the meeting was open and would proceed with a reduced quorum. Ms. Seaborn began the meeting with an acknowledgement of country.

We would like to acknowledge the Ngunnawal people who are the traditional custodians of this land on which we are meeting and pay respect to the Elders of the Ngunnawal Nation both past and present. We wish to acknowledge and respect their continuing culture and contributions. We also extend that respect to Aboriginal and Torres Strait Islander peoples who may be at this meeting today.

2. APPROVAL OF MINUTES OF THE PREVIOUS ANNUAL GENERAL MEETING

MOTION 1:

"That the minutes of the General Meeting held on 4 February 2020 be confirmed as an accurate record of that meeting. "

CARRIED

3. REPORTS

A. (i) EXECUTIVE COMMITTEE REPORT – MS. SEABORN

HIGHLIGHTS OF THE PREVIOUS YEAR

1. Formed inaugural Executive Committee including electing office bearers.
2. Established:
    - House Rules
    - Building Management Statement (BMS) which governs how the building is managed between the two Units Plans (Residential and Commercial), now awaiting finalisation in conjunction with UP4776 (Midnight Commercial).
    - Philosophy of approach focussed on maintaining value of our investment and a high level of amenity.
    - Cleaning and maintenance contracts and schedules for all aspects of the building operations, including a Fire Plan.
    - A sinking fund budget to ensure we have sufficient funds to maintain the building to a high standard in the years ahead.
3. Sorted out the Units Plan finances so that expenses are allocated appropriately, and costs are on charged where relevant.
4. Improved basement garage and common area security by restricting access, added security measures and signage which has reduced access by non-residents to both the basement car parks and the residential common areas.
5. Resolved challenges such as the intermittent loss in water pressure.
6. Worked cooperatively with our developer/builder to resolve defects.
7. Adapted our operations to new legislation governing units plans.
8. Operated within budget.
9. Successfully navigated the complexities of COVID 19 and all the stresses that added to the building's operations.

Midnight

Raine & Horne Strata
2 Kennedy Street, Kingston ACT 2604
PO Box 3537, Manuka ACT 2603
P: 02 6295 6888
E: reception@rhstrata.com.au

GOVERNANCE

1. **Meetings**
   - EC met 5 times either in person or via Zoom + circular resolutions as needed.
2. **Communications**
   - Confirmed MyCommunity Portal as 'single point of truth' for owner communications.
   - Residents' Facebook Page – not authorised and should be for social contact only, not matters pertaining to the complex.
3. **Levies**
   - AGM timing - last notice November 2020 – Owners Corporation must resolve to strike levies before notices can be issued.

BUILDING

1. Car parks cleaned.
2. Ongoing hard waste and rubbish disposal challenges (but typical for all unit complexes)
3. Closed out common area defects and supported individual owners with defect resolutions.
4. Balustrades checked and re-certified after isolated incident.
5. Water pressure issues resolved.
6. Addressed various requests from owners for apartment variations on a case-by-case basis.
7. R&HS Facilities Manager appointment – Mr Shaun Norgrove

SECURITY

- Theft of parcels - discussion about initiatives taken to reduce incidence - parcel lockers to come.
- Safety in garage - security increased on B2 and B3 requiring swipe before calling lift.
- Tenant management – issuing breaches.
- Restricting additional remotes.

LOOKING AHEAD

- Benchmark Building Report completed
- Working through agreements with the hotel and R&HS for building management services and other commercial contracts which expire at the two-year mark.
- Improving use of MyCommunity and our ability to communicate with owners and residents.
- Parcel lockers
- Resolving broadband access and mobile phone signal boosters in the basement carparks
- Next AGM around August to comply with new financial year.

THANK YOU

- **EC members**
  - Treasurer - Rebecca Armstrong
  - Secretary – Rionel Hernandez
  - BMS Representative - James Iseppi
  - Jess Ha
  - Reece Vlazlovski
  - Nathan Ross/Callum Read (Geocon)

- **Midnight Hotel team**
  - Paull English, Dom Davidson

- **Raine & Horne Strata**
  - Frank Morella, Emily Dean, Holly Gullett, Steve Wiebe, Shaun Norgrove and Karin Taylor

Midnight

Raine & Horne Strata
2 Kennedy Street, Kingston ACT 2604
PO Box 3537, Manuka ACT 2603
P: 02 6295 6888
E: reception@rhstrata.com.au

A. (ii) TREASURER – MS. ARMSTRONG

2019/2020 FINACIAL YEAR SUMMARY

- Due to delayed AGM, current balance of ~$32,000, with ~$27,000 owed to suppliers.
- Most contributions up to date, however debt collections initiated for long standing arrears.
- Significant work, with support from R&HS to review and divide invoices correctly across units plans (residential and commercial), EC confident now that invoice processing occurring as expected and recovery for any incorrectly paid payments has been made.

2020/2021 FINANCIAL YEAR SUMMARY

- Financial year date change
  - Running a November-to-November financial year sub optimal for tax, investors, and finance team
  - Proposal to change the FY from 4 Nov to 1 July, then run 1 July to 30 June ongoing
  - Results in a 7-month FY for 20/21
- Budget and contributions included in AGM documentation has been included on this forecast.
- Each unit plan will be required to pay three contributions between now and 30 June, pending approval at AGM.

SINKING FUND

- It is a requirement for each residential units plan to have a sinking fund in place by its second year.
- Midnight's sinking fund plan has been completed by Solutions in Engineering.
- Contributions for the 20/21 FY will include a pro-rata sinking fund contribution.
- Highlights from sinking fund plan:
  - Whilst closing balance in 15th year is $2mil, this is eroded quickly in years 15-20, due to concrete maintenance, important to act now, and review in 5yrs.
  - All shared services have been divided across units plans, and efficiencies may be found in completing maintenance as a joint partner.

NOV 2020/JUN 2021 OPERATIONAL EXPENDITURE - Total Administrative Fund Budget $405,327.00

Key expenses:

- Insurance
- Body corporate management
- Building maintenance/management
  - Cleaning
  - Bins
  - Fire protection services
- Water $12k

NOV 2020/ JUN 2021 CAPITAL EXPENDITURE - Total Capital Fund Budget $246,110.70

Key expenses:

- Parcel lockers
- Security enhancements (minor CCTV enhancement, review of extending mobile service to basement to potentially allow emergency calls)
- Contribution to additional roller door on Basement 1
- Sinking fund plan year 1 contribution and maintenance (plumbing and drainage)

NOV 2020/ JUN 2021 CONTRIBUTIONS

Three equal payments, with respect to your unit entitlement amounts on:

- ***26 April 2021***
- ***24 May 2021***
- ***21 June 2021***

The EC is appreciative of your prompt payment, or in case this is not achievable, please contact Raine & Horne Strata to arrange a payment plan.

Raine&Horne | Strata
Raine & Horne Strata
2 Kennedy Street, Kingston ACT 2604
PO Box 3537, Manuka ACT 2603
P: 02 6295 6888
E: reception@rhstrata.com.au

2021 – 2022 PLANNING

- Financial Year 2021/2022 Planning has commenced, with a full budget drafted.
- Estimated contributions Administrative $620-650k
- Sinking Fund $223,737
- AGM July 2022 to confirm Levies, with draft Levy Dates of:
  - 04/08/2021 – 03/11/2021 – to be confirmed.
  - 04/11/2021 – 03/02/2022 – to be confirmed.
  - 04/02/2022 – 03/05/2022 – to be confirmed.
  - 04/05/2022 – 03/08/2022 – to be confirmed.

OUTSTANDING/ONGOING TREASURER ACTIVITIES

- Finalisation of 21/22 budget
- Review of key agreements is due by November (end year two)
  - Cleaning
  - Building management
  - EC intends to consider value for money, and performance to date to reform agreements for next three years.
- Ongoing monitoring of invoice approvals

The Chairperson invited questions on the Treasurer's Report.

Mr Moore asked how GST was treated for the purposes of the levies. Ms Armstrong advised that the amounts in the motions were ex-GST but that amounts levied on owners included GST.

There were no other questions on the Treasurer's Report.

B. FINANCES

i) PRESENTATION OF FINANCIAL STATEMENTS

MOTION 2:
"That the financial statements for the period 4 November 2019 to 3 November 2020 be accepted as presented."

CARRIED

ii) CHANGE OF FINANCIAL YEAR

MOTION 3:
"That the Owners Corporation amends the financial year from ending on 3 November to ending on 30 June each year."

CARRIED

iii) PROPOSED BUDGETS

(1) ADMINISTRATIVE FUND

MOTION 4:
"That the proposed Administrative Fund budget of $405,327.00 ex GST be accepted."

CARRIED

(2) SINKING FUND

MOTION 5:
"That the Owners Corporation accept the Sinking Fund Plan from Solutions in Engineering dated 4 November 2020."

CARRIED

Raine&Horne|Strata.
Raine & Horne Strata
2 Kennedy Street, Kingston ACT 2604
PO Box 3537, Manuka ACT 2603
P: 02 6295 6888
E: reception@rhstrata.com.au

MOTION 6:

"That the proposed Sinking Fund budget of $246,110.70 ex GST be accepted."

CARRIED

IV) ADMINISTRATIVE AND SINKING FUND LEVY CONTRIBUTIONS

MOTION 7:
"That the Owners Corporation determine an Administrative Fund Levy of $405,327.00 ex GST for the period 4 November 2020 to 30 June 2021, to be contributed in accordance with unit entitlements in three equal instalments with due dates to be 26 April 2021, 24 May 2021, 21 June 2021."

CARRIED

MOTION 8:
"That the Owners Corporation determine a Sinking Fund Levy of $246,110.70 ex GST for the period 4 November 2020 to 30 June 2021 to be contributed in accordance with unit entitlements in three equal instalments with due dates to be 26 April 2021, 24 May 2021, 21 June 2021."

CARRIED

C. APPOINTMENT OF AN AUDITOR

As per the Unit Titles Management Act, Strata plans with greater than 100 units require their financial records audited yearly.

MOTION 9:
"That the Owners Corporation authorise Kelly + Partners to complete an audit of the financial statements."

CARRIED

D. INSURANCE

MOTION 10:
"That the Owners Corporation authorises the Managing Agent to adjust the building insurance in consultation with the Executive Committee."

CARRIED

E. BUILDING DISCUSSION

ii) ***Structural defects***

No structural defects are evident. Following the end of the new building defects period (12 months) the Executive Committee has asked the Strata Manager to arrange for a building consultant to conduct a baseline Building Defect Report to use as a benchmark for the seven-year statutory warranty period.

iii) ***Building Maintenance***

(1) General issues

i) Water pressure - Icon water replaced mains pipes which supply the building, which significantly increased the water pressure. The original pump system was designed to pump water up the building from a lower pressure supply and the higher pressure resulted in the pumps failing. Since the higher water pressure means the pumps are no longer needed, bypasses have been installed and the pumps repaired and retained for future use in the event the mains pressure is affected.

ii) Following a balustrade panel coming loose, all balcony balustrades have been inspected and additional brackets installed as a precautionary measure. The balustrades have been re-certified.

iii) Expansion joints in the carpark have been rubber sealed to prevent debris from dropping onto cars on the floors below.

iv) The cause of occasional water leaks on Level 8 was identified as a core hole which had been overlooked and has now been filled.
v) A few residents experienced window leaks during heavy storms early in 2021; this was addressed quickly and closed out.
vi) The roof access door has been replaced due to incorrect installation.
vii) Carpark cleaning was completed in January 2021.
viii) Waste Chute cleaning was undertaken in February 2021.
ix) Bin cleaning is undertaken on a monthly basis to ensure hygiene is maintained.
x) Signs have been erected in all rubbish rooms to remind residents to properly bag their rubbish.
xi) "No pedestrian access" signs have been erected in the entrance to the car park and at the bottom of the ramp as there is no safe pedestrian access up/down the ramp from Mort Street.
xii) A solution to reduce dumping of hard waste in the basement is being considered by the Executive Committee.

(2) Building services contracts
i) O'Neil & Brown Fire Services: 3-year contract from 04/08/2020
ii) Kone Elevators: 3-year contract from 20/08/2020
iii) Glascott Landscaping: month to month contract for garden maintenance
iv) Cleanaway: Cardboard Waste bin: month to month contract

(3) Building maintenance schedules
i) Fire Services:
- monthly – fire sprinklers, fire pumps, fire detection and alarm testing.
- six-monthly – fire hose reels, fire extinguishers, fire door sets;
- annually – full function fire test, fire safety certification.

ii) Lift Services:
- monthly testing of lift mechanics, phone line and emergency brakes.

iii) Gardening:
- weekly gardening services.

A review of the maintenance schedule for all assets is being undertaken by the Raine & Horne Facilities Manager.

(4) Fire safety review
The annual Essential Measures Safety Report has been undertaken by O'Neill & Brown Fire Services and is included as an attachment to this agenda.

The Chairperson invited questions from the floor on the Building discussion. There were no questions.

F. ADEQUACY OF AUTHORIZATIONS, DELEGATIONS & APPOINTMENTS

The Executive Committee elected a Chair (Ms J Seaborn), a Treasurer (Ms R Armstrong) and a Secretary (Mr R Hernandez) who are authorised to exercise the functions of the Executive Committee on behalf of the Owners Corporation in accordance with the Unit Titles (Management) Act 2011. Delegation of the Executive Committee's responsibilities to the Strata Manager and Building/Facilities Manager is permitted under the Act. These delegations are governed by services agreements which include explicit requirements for the EC to authorise expenditure above modest set limits, or outside of budget allocations, or to enter into contracts.

G. SHARED FACILITIES - FURTHER TERM

MOTION 11:
"That the Owners Corporation authorises the Executive Committee to give notice to the Hotel Unit regarding renewing the Shared Facilities Management Deed for a further term."

CARRIED

Raine&Horne|Strata.
Raine & Horne Strata
2 Kennedy Street, Kingston ACT 2604
PO Box 3537, Manuka ACT 2603
P: 02 6295 6888
E: reception@rhstrata.com.au

Mr Jackson asked where the Shared Facilities Management Deed could be sighted and the Chairperson undertook to make it available.

A copy of the Shared Facilities Deed will be uploaded to the MyCommunity portal.

4. ELECTION OF EXECUTIVE COMMITTEE

As there were 7 nominations for the positions, the following were elected to form the Executive Committee until the next Annual General Meeting.

LOT 33	Mr. Reece Vlazlovski	**LOT 95**	Mr. Rionel Hernandez
LOT 146	Ms. Jessica Ha	**LOT 205**	Ms. Jane Seaborn
LOT 210	Ms. Rebecca Armstrong	**LOT 212**	Mr. Robert Mullins
LOT 229	Mr. Richard Moore		

5. OTHER BUSINESS

LIMITS ON ACCESS PASSES
The Owner of Lot 145 addressed the meeting in regard to the current limiting of access remotes per unit and having his request for an additional remote for the property manager of his rented unit declined. He felt that restricting one remote per car space was prohibitive and illegal. He was unsatisfied that his request for extra remotes had been rejected and advised he would take this to ACAT. He felt that this was restricting the right of an Owner to have access to their own private car park. The Owner noted the following from ACAT – The Owners Units Plan 928 V Cochaud Unit Titles 2017 ACAT 66:

"I am satisfied that it was, and remains, an intention of the UTMA that owners have such rights in relation to their individual rights are as far as practicable the same as those of holders of ordinary leases."

The Chair noted the Executive Committee would be happy to discuss this issue in person with the Owner of Lot 145, however restated the Executive Committee's position on issuing additional remotes, noting that this would only be permissible in extenuating circumstances. The Owner of Lot 145 agreed to a meeting with the Executive Committee.

WATER INGRESS INTO THE CARSPACE AND STORAGE AREA
Lot 129 advised that she still has ongoing issues with water in her storage cage and water leaching onto her car. Geocon has attempted to alleviate this issue multiple times to no avail. She also requested recompense for damage to items in her storage cage.

The Chair advised that the EC with the Facilities Manager would into the matter and discuss with her.

The Chair also reminded owners that the basement is a 'wet' basement and as such not waterproof/watertight. The Facilities Manager will discuss with Geocon the best solutions to divert water from the car space and cage.

SUPERMARKET HOME SHOPPING DELIEVERIES
Mr Mullins advised that he recently had Coles try to deliver groceries and the driver was turned away from coming through the main entrance and directed through the deliveries back entrance. Mr. Davidson advised that grocery deliveries are permitted to come through the front entrance but drivers are not allowed to use the Eloura St drive-through. All couriers are advised to use the rear laneway, or park on Mort Street and walk down. He will ensure that all staff are educated in this procedure.

Raine&Horne | Strata
Raine & Horne Strata
2 Kennedy Street, Kingston ACT 2604
PO Box 3537, Manuka ACT 2603
P: 02 6295 6888
E: reception@rhstrata.com.au

ZOOM AS A TELECONFERENCE LINK

Mr Henderson requested the EC consider an alternate link to zoom as a platform for enabling remote attendance at the next AGM as he believed the Zoom experience was unsatisfactory, and he preferred Microsoft Teams.

The Executive advised that they would take it on notice, however Zoom was the preferred provider due to their polling functionality and back-end reports.

6. CLOSURE

With no further business to discuss, the meeting was declared closed at 7.10 pm.

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions†

A1 The Owners—Units Plan No 4769

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— Tuesday 23rd March 2021

Tick applicable box, or both boxes if applicable:

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

o **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

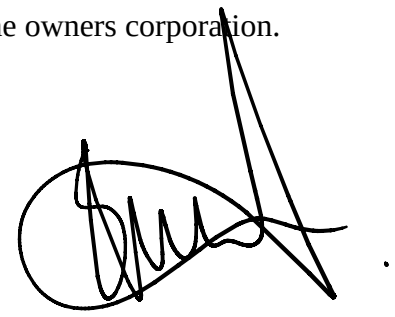
[*If there is insufficient space here, tick* √ *and attach details to the notice*]

Date of decision	Full text of reduced quorum decision
23rd March 2021	Please refer to the attached

A4 Owners corporation declaration

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





Monday, 29 March 2021

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

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

B2 When does a reduced quorum decision take effect?

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

B3 How may reduced quorum decisions be disallowed?

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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

Midnight

Canberra Strata

MINUTES OF ANNUAL GENERAL MEETING

MIDNIGHT RESIDENTIAL UNITS PLAN 4769

Held: **5:30pm, Tuesday 17 August 2021**

At: **Canberra Strata, 2 Kennedy Street, KINGSTON**
And via Zoom teleconference link

1) Meeting Administration

In accordance with Schedule 3, Part 3.1, Section 3.13 (1) of the Unit Titles (Management) Act 2011 (UTMA), Ms Seaborn assumed the role of Chair and opened the meeting at 5.30pm.

OWNERS PRESENT (REPRESENTATIVES OF LOT NUMBER):

LOT 10 - Ms. L. Dwyer
LOT 14 - Mr. W. Espie
LOT 20 - Ms. Y. Chee & Mr. R. Rennie
LOT 30 - Mr. A. Storey
LOT 81 - Mr. J. Iseppi
LOT 136 - Mr. R. Jackson
LOT 144 - Ms. V. Apoutou
LOT 146 - Ms. J. Ha
LOT 147 - Mr. M. Holmes
LOT 158 - Ms. T. McWade
LOT 161 - Mr. R. Dalton
LOT 163 - Mr. L. Rocha
LOT 205 - Ms. J. Seaborn
LOT 206 - Ms. I. Atmosukarto
LOT 210 - Ms. R. Armstrong
LOT 212 - Mr. R. Mullins
LOT 228 - Ms. A. Barnard

CANBERRA STRATA REPRESENTATIVES:

Ms. H. Gullett, Ms. E. Morella, Mr. F. Morella, Mr. S. Norgrove, Ms. K. Taylor

APOLOGIES:

LOT 229 - Mrs. E. Moore & Mr. R. Moore

PROXIES:

No Proxies

ABSENTEE VOTES:

LOT 200 - Ms. J. Darbyshire & Mr. O. Linfoot
LOT 229 - Mrs. E. Moore & Mr. R. Moore

QUORUM

The Chair noted a standard quorum was not present, however the meeting would proceed at 6pm with a reduced quorum in accordance with Schedule 3, Part 3.1, Section 3.9 (2) of the UTMA.

OPENING

The Chair welcomed owners and made an Acknowledgement of Country.

We would like to acknowledge the Ngunnawal people who are the traditional custodians of this land on which we are meeting and pay respect to the Elders of the Ngunnawal Nation both past and present. We wish to acknowledge and respect their continuing culture and contributions. We also extend that respect to Aboriginal and Torres Strait Islander peoples who may be at this meeting today.

At 6.00 pm the Chair declared that the meeting was open and would proceed with a reduced quorum.

2) Minutes of the Previous Annual General Meeting

a) **MOTION 1**:

"That the minutes of the General Meeting held on 23 March 2021 be confirmed as an accurate record of that meeting."

CARRIED

b) The Chair reported on Business Arising from the Minutes
   i) Shared Facilities (pool, gym, sauna) - the OC exercised its right under the Shared Facilities Deed to confirm a further term of five years.
   ii) Building Management Statement (BMS):

   As Midnight was registered prior to new legislation requiring a BMS for buildings with more than one units plan, there is no requirement for a BMS, however the advice is that it may be a useful authority moving forward. The Executive Committee will continue to assess the value and content of an appropriate BMS.

iii) NBN:

The Strata Manager has been working on getting the building approved for NBN connection. An application is pending.

i) Carpark access remotes

The EC reviewed a previously-denied request from an owner for an additional remote for carpark access and spoke directly with the owner. Since the owner already had access using their existing access remote, the EC did not consider that there were any extenuating circumstances which gave rise to the need for an additional remote and reaffirmed its policy of one car park access remote per car space.

3) General Business

a) REPORTS

(i) Executive Committee Report – (Ms Seaborn)

HIGHLIGHTS SINCE LAST AGM

a. Formed Executive Committee including office bearers
b. Established sinking fund
c. Operated within budget
d. Financial audit completed
e. Established ongoing engagement with Commercial UP
f. Revised Midnight OC Rules
g. Market testing and procurement for
    i. Strata Manager/Building Manager
    ii. Residential cleaning
h. Carried out significant basement garage clean up
i. Renewed Shared Facilities Agreement
j. Managed a major power outage
k. Removed basement mechanic workshop

GOVERNANCE

a. Meetings
    - The EC met formally three times after being elected at the last AGM in March, either in person or via zoom, as well as many informal interactions and meetings.
b. Communications
    - Increased usage of MyCommunity and direct emails with key information for owners, such as minutes from EC meetings.
    - Encourage owners to get in touch with the strata manager in the first instance as most inquiries can be resolved quickly.

c. Levies
    - OC must resolve to strike levies before notices can be issued.
    - The Chair thanked owners for paying their levies promptly after the last AGM in March, noting there was a bit of confusion amongst owners who had not attended the AGM or read their minutes about the fact that there would be three notices in quick succession. These three levy notices should all have been paid by now, and owners were asked to make payment ASAP if not.

d. Shared Facilities Agreement
    - Renewed agreement and currently negotiating budget

BUILDING

a. New Building Manager.
b. Ongoing hard waste and rubbish disposal challenges were addressed through a basement garage clean-up which saw a significant volume of items removed.
c. Progressively replace the foyer areas on each floor with carpet tiles of commercial quality to address trip hazards, for longevity and so that spills and damage can be dealt with more cost effectively.
d. Power outage.
e. Lack or slow hot water will be addressed by adjusting individual temperature of units.
f. Mechanics workshop in basement removed.
g. Front driveway and footpath are badly damaged, deliveries addressed.
h. COVID-19 lockdown assistance.

SAFETY AND SECURITY

a. CCTV placement
b. Parcel lockers will be installed after lockdown
c. Mobile phone signal boosters to enable emergency calls in the basement
d. Carpark roller door coming

ADMINISTRATION

a. Significant Contracts
    - Strata contract
        - The EC conducted a comprehensive Request for Tender process inviting the incumbent and three other leading strata managers to participate.
    - Cleaning contract
        - The EC approved the quotation submitted by Norris Cleaning.
        - As a result of this process annual cleaning costs for the residential property will be reduced by around $40,000. We expect the new cleaners will start in September, COVID-19 restrictions pending.
b. Insurance advice - Residents should have their own contents insurance to ensure coverage for personal items stored in storage locker facilities.
c. Pet applications - Residents are required to complete an application and all pets must be on the Midnight pet register.
d. Owner/Resident details - It is a requirement of the UTMA that we keep details of all owners and occupiers. Please ensure your information is up to date.
e. City buildings coop.
f. COVID-19 lockdown assistance.

LOOKING AHEAD

a. Finalising new strata agreement
b. Finalising Shared Facilities Agreement budget
c. Installation of:
    - parcel lockers
    - carpark roller door
    - basement mobile boosters
    - new carpet in the lift foyers
d. Remediation of driveway/footpath and bollards
e. Continuing to work cooperatively with our developer/builder on any maintenance issues
f. Register revised OC Rules

THANK YOU

- EC Members

- Chair - Jane Seaborn
- Treasurer - Rebecca Armstrong
- Secretary - Rionel Hernandez
- Jess Ha
- Richard Moore
- Robert Mullins
- Reece Vlazlovski

- Building Manager
  - Paull English and Dom Davidson at Midnight Hotel for their ongoing assistance in managing the day to day running of the building, and especially to the Hotel team for their help during the blackout.

- Canberra Strata (formerly Raine and Horne Strata)
  - Frank Morella, Emily Dean, Holly Gullett, Shaun Norgrove, Karin Taylor and Ella Morella

(ii) Treasurer's Report (Ms R Armstrong)

2020/2021 FINANCIAL YEAR SUMMARY - 1

Due to the shortened FY and quick levy succession, current balance of:

- Administrative fund is $136,000, with invoices imminent for Parcel Lockers, maintenance contracts and
- Sinking fund is $224,000
- Currently $55,000 arrears, please ensure your levy payments are up to date (three levies were issued in April, May and June)

2020/2021 FINANCIAL YEAR SUMMARY - 2

Expenditure on:

- Body corporate management ($57k)
- Building management ($57k)
- Cleaning Services ($75k)
- Lift Maintenance ($35k)
- Shared Facilities ($86k)
- Forensic Building Defect report ($24k)
- Parcel Locker purchased, cost to fall due 21/22 FY
- Variances predominantly due to payable date, and late payments due to late AGM and shortened FY

2020/2021 FINANCIAL YEAR SUMMARY - 3

- Audited financial statements requirement under Unit Titles Act 2001
- Kelly + Partners have audited financial statements since initial building registration
- Findings:
  - Financial reports presented fairly
  - Matters:
    - Shared Facilities Management Deed – budget review underway
    - Insurance costs – underpayment from Commercial, to be recovered
    - Electricity – ACTEW did not provide a bill for previous two Financial Years
    - Water – Icon issues raised last week

2020/2021 FINANCIAL YEAR SUMMARY - 4

- Full financial year, from 1 July 2021 to 30 June 2022
- Budget of $552,894 set for Administrative/General fund

- Budget of $89,200 set for Sinking fund/Capital fund; however $277,368 to be raised in accordance with sinking fund requirements
- Each unit plan will be required to pay four contributions between now and 30 June 2022, pending approval at AGM:
    - 14 September 2021
    - 4 December 2021
    - 4 March 2022
    - 4 June 2022

SINKING FUND

- Midnight's sinking fund plan was completed Nov 2020 by Solutions in Engineering
- Highlights from sinking fund plan:
    - Whilst closing balance in 15th year is $2mil, this is eroded quickly in years 15-20, due to concrete maintenance, important to continue contribution, and review in 5yrs + add any additional capital works
    - All shared services have been divided across units plans, and efficiencies may be found in completing maintenance as a joint partner
    - Carpet expenditure may need to be brought forward due to carpet quality issues identified in Y2

OPERATIONAL EXPENDITURE - Total Administrative Fund Budget $552,894.00

Key expenses:

- Insurance
- Body corporate management
- Building maintenance/management
    - Cleaning – new supplier, reduced cost
    - Building management – new supplier, reduced cost
- Water
- Shared Facilities – budget under review/negotiations

CAPITAL EXPENDITURE - Total Capital Fund Budget $89,200 – to be expended/$277,368 to be raised

Key expenses:

- Parcel lockers – ordered
- Extension of mobile service – additional cost when pricing sought
- Floor coverings – carpet replacement – key/damaged floors
- Sinking fund plan year 2 contribution and maintenance (waterproofing repairs, building exterior maintenance)

JUL 2021/ JUN 2022 Contributions

Four equal payments, with respect to your unit entitlement amounts on:

- 14 September 2021
- 4 December 2021
- 4 March 2022
- 4 June 2022

The Treasurer noted to Owners that the EC is appreciative of prompt payment, but in case this is not achievable, please contact Canberra Strata to arrange a payment plan.

OUTSTANDING/ONGOING TREASURER ACTIVITIES

- Review of outstanding contractual arrangements
- Ongoing monitoring of invoice approvals
- Monitoring budget, arrears

- Providing advice on budget available for maintenance
- Sinking fund, Unit Titles Act and auditor compliance
- Preparing next FY budget, including items deferred
- Reviewing quotes
- Estimated: 6 hours per month work ongoing

b) FINANCES

i) FINANCIAL STATEMENTS to 30 June 2021

MOTION 2:

"That the financial statements for the period 4 November 2020 to 30 June 2021 be accepted as presented."

CARRIED

ii) STATEMENT FROM THE AUDITOR

The Treasurer advised that the financial records of UP4769 had been audited in accordance with Schedule 2, Section 2.1 (1) (g) of the UTMA and the statement from the Auditor would be reviewed by the EC and posted on the MyCommunity portal.

iii) PROPOSED BUDGETS

1) Executive Committee Honorarium

The Treasurer detailed the demands on the Executive Committee to run a large, high-quality property focussing on maintaining and enhancing the value of the asset for the Owners Corporation. Throughout the past 18 months, this has meant significant time and resources to be invested by members of the Executive Committee to administer the complex affairs of a building with 230 units in a mixed use development. The Executive Committee believes that it is important to ensure the continuation of the extensive time and effort needed to administer the affairs of UP4769 to a high standard. To appeal to individuals with appropriate skills and commitment to stand for election to the EC in the future, and to recognise EC members for the considerable time and resources they need to commit, it was proposed that an honorarium be applied in the form of a discount to levies.

MOTION 3:

"That in recognition of the significant investment of time and resources required by elected members of the Executive Committee to administer the affairs of UP4769 to a high standard on behalf of the Owners Corporation, an honorarium will be granted to Executive Committee members in the form of a discount on the annual levies payable by those EC members as follows: at a rate of 20% for the Chair, Treasurer and Secretary and 5% for up to four general members of the EC. The discount for the whole year will be applied in the last quarter of the financial year following confirmation of contributions by the full EC prior to the discount being applied."

CARRIED

2) Administrative and Sinking Fund Budgets to 30 June 2022 (Attachment 3)

MOTION 4:

"That the proposed Administrative Fund budget of $552,894.00 ex GST be accepted."

CARRIED

MOTION 5:

"That the proposed Sinking Fund budget of $89,200.00 ex GST be accepted."

CARRIED

iv) Administrative and Sinking Fund Levy Contributions (Attachment 3)

MOTION 6:

"That the Owners Corporation determine an Administrative Fund Levy of $552, 894.00 ex GST for the current financial year to be contributed in accordance with unit entitlements in four equal instalments with due dates to be 14 September 2021, 4 December 2021, 4 March 2022 and 4 June 2022."

CARRIED

MOTION 7:

"That the Owners Corporation determine a Sinking Fund Levy of $277,368.00 ex GST for the current financial year to be contributed in accordance with unit entitlements in four equal instalments with due dates to be 14 September 2021, 4 December 2021, 4 March 2022 and 4 June 2022."

CARRIED

v) Appointment of Auditor

MOTION 8:

"That the Owners Corporation authorise Kelly + Partners to complete an audit of the financial statements."

CARRIED

c) Insurance (Attachment 4)

The meeting noted the Owners Corporation of UP 4769 holds insurance cover with Chubb in a joint policy with the Owners Corporation of UP4776 (Midnight Commercial).

Policy No: 01GS546146 Due date - 10/10/21

Sum insured:

Building & Common property	$98,980,000
Temporary Accommodation and Loss of Rent	$14,700,000
General Liability	$20,000,000
Crime Insurance	$100,000
Machinery Breakdown	$100,000
Management Committee Liability	$5,000,000
Voluntary Workers (in the aggregate any one period)	$500,000
Voluntary Workers (per volunteer)	$200,000
Professional Expenses (in the aggregate any one period)	$25,000

MOTION 9:

"That the Owners Corporation authorises the Managing Agent to adjust the building insurance in consultation with the Executive Committee."

CARRIED

d) Building

In accordance with Notifiable instrument NI2020–601 made under the Unit Titles (Management) Act 2011, section 41, the meeting noted:

i) Structural Defects
The EC will work with the Strata Manager and Geocon to address any maintenance issues identified in the commissioned building report.

ii) Building Maintenance
(1) General
i) Geocon has been undertaking maintenance works addressing the damaged waterproofing membrane on the roof.
ii) A few isolated window leaks are being resolved (post lockdown).
iii) A campaign to remove rubbish and dumped items from the basement car parks was executed in July and the EC extends its thanks to residents for their cooperation during this project.

(2) Building services contracts
i) O'Neill & Brown Fire Services: 3 year contract from 04/08/2020
ii) Kone Elevators: 3 year contract from 20/08/2020
iii) Glascott Landscaping: month to month contract for garden maintenance
iv) Cleanaway: Cardboard waste bin: month to month contract
v) Norris Cleaning: 3 year contract from August 2021

(3) Building maintenance schedules
- Fire Services monthly – fire sprinklers, fire pumps, fire detection and alarm testing;

i) :
- six-monthly – fire hose reels, fire extinguishers, fire door sets;
- annually – full function fire test, fire safety certification.

ii) Lift Services:
- monthly testing of lift mechanics, phone line and emergency brakes.

iii) Gardening:

- weekly gardening services.

(4) Fire safety review (Attachment 5)
The annual Essential Measures Safety Report was undertaken by O'Neill & Brown Fire Services.

iii) Building enhancements
(1) CCTV has been installed in high traffic areas in the basement and car park access ramps.
(2) Parcel Lockers have been ordered and will be installed in September (pending COVID-19 restrictions)
(3) Appointment of dedicated Building Manager from September 2021
As part of the review of all major contracts, the EC determined that the needs of the residential UP would be better met by having our own dedicated building manager, both in terms of reduced costs and service delivery (their role will be focussed entirely on the needs of the residential building). On behalf of the Owners Corporation the EC sincerely thanks the staff at Midnight Hotel for their carriage of this service to date and looks forward to continuing the excellent cooperation we enjoy on matters relevant to both organisations.

e) Appointment of Strata Manager

As the current strata management agreement is due to expire in November 2021, the EC undertook a comprehensive process to test the market for strata management services for Midnight through a select Request For Tender. Four leading agencies including the incumbent were invited to participate and provided written submissions addressing key criteria. Two agencies were shortlisted, interviewed and reference checked. The process confirmed Midnight is achieving value for money. Following this, the EC determined that the incumbent was the preferred tenderer. In accordance with the Act, the EC put that recommendation to the Owners Corporation for ratification.

MOTION 10:

"That the Owners Corporation accepts the recommendation of the Executive Committee of UP4769 to enter into contract negotiations with the incumbent for a new three-year, performance-focussed Strata Management Agreement to commence on 4 November 2021."

CARRIED

f) Adequacy of authorisations, delegations & appointments

Following the previous AGM, the Executive Committee appointed a Chair (Ms J Seaborn), a Treasurer (Ms R Armstrong) and a Secretary (Mr R Hernandez) who are authorised to exercise the functions of the Executive Committee on behalf of the Owners Corporation in accordance with the Unit Titles (Management) Act 2011. Delegation of the Executive Committee's responsibilities to the Strata Manager and Building/Facilities Manager is permitted under the Act. These delegations are governed by services agreements which include explicit requirements for the EC to authorise expenditure above modest set limits, or outside of budget allocations, or to enter into contracts.

4) Any Other Business

a. Midnight Residential Owners Corporation Rules (Attachment 6)

The default rules adopted at the first AGM had to be updated primarily to reflect changes to the legislation passed in November 2020 (Unit Titles Legislation (Amendment) Act 2020) and correctly document that Midnight may, but does not currently, have a Building Management Statement.

MOTION 11:

"That the Owners Corporation endorses the amended Midnight Residential UP 4769 Rules as presented."

CARRIED

5) Election of Executive Committee

Six nominations were received and the following were elected in accordance with the UTMA to form the Executive Committee until the next Annual General Meeting.

LOT 81 Mr. James Iseppi
LOT 146 Ms. Jessica Ha
LOT 205 Ms. Jane Seaborn
LOT 210 Ms. Rebecca Armstrong
LOT 212 Mr. Robert Mullins
LOT 229 Mr. Richard Moore

6) Meeting Close

There being no further business the meeting was declared closed at 6.41pm.

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions†

A1 The Owners—Units Plan No 4769 [*insert number*]

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— Wednesday 17th August 2022.

Tick applicable box, or both boxes if applicable:

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

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

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
17 August 2022	Attached

A4 Owners corporation declaration

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

18 August 2022 .....[*insert date of affixing of seal*]

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

THE OWNERS - UNITS PLAN NO 4769 Common Seal

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

Unauthorised version prepared by ACT Parliamentary Counsel's Office

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).

UNITS PLAN 4769 (MIDNIGHT – RESIDENTIAL) ANNUAL GENERAL MEETING

5.30pm, Wednesday 17th August 2022, Conservatory Room Midnight Hotel

REDUCED QUORUM DECISIONS

COMMENCED: 5:35PM

ADJOURNED and REOPENED: 6:05PM

QUORUM STATUS:

The meeting opened at 5:35pm, however, it was noted that a standard quorum was not present, and that the meeting would proceed under a reduced quorum in accordance with Schedule 3, Part 3.1, Section 3.9 of the Unit Titles (Management) Act 2011. The meeting commenced at 6:05pm.

APPOINTMENT OF CHAIRPERSON: Ms Rebecca Armstrong

APOLOGIES: No Apologies

ABSENTEES: No Absentees

PROXIES: No Proxies

PRESENT (REPRESENTATIVES OF LOT NUMBER):

LOT 19: Ms. L. Dorr, **LOT 81:** Mr. J. Iseppi, **LOT 161:** Mr. B Kolios, **LOT 186:** Ms. L. Byram, **LOT 192:** Mr. J. Su,

LOT 209: Mr. G. Luthy, **LOT 210:** Ms. R. Armstrong, **LOT 212:** Mr. R. Mullins, **LOT 229:** Mr & Mrs R. Moore.

VIA ZOOM:

LOT 108: Mr. K. Peiris, **LOT 117:** Ms. L. Mackay, **LOT 127:** Mr. A. Loutit, **LOT 146:** Ms. J. Ha, **LOT 147:** Mr. A. Pignatiello, **LOT 163:** Mr. L. Rocha

CANBERRA STRATA REPRESENTATIVES:

Ms. E. Morella, Ms. C. Hunt, Mr. M. Giugni, Mr. M. Smith, Mr. X. Perrin.

Midnight
RESIDENTIAL

Motions:

Motion 1: *"That the minutes of the Annual General Meeting held on 17th August 2021 be confirmed as an accurate record of that meeting."*

CARRIED

Motion 2: *"That the financial statements for the period 1 June 2021 to 30 June 2022 be accepted as presented."*

CARRIED

Motion 3: *"That the proposed Administrative Fund budget of $743,596 plus GST be accepted."*

CARRIED

Motion 4: *"That the proposed Sinking Fund budget of $24,378 plus GST be accepted."*

CARRIED

Motion 5: *"That the Owners Corporation determine an Administrative Fund Levy of $743,596 plus GST for the period 4 August 2022 to 3 August 2023, to be contributed in accordance with unit entitlements in four equal instalments with due dates to be 14 September 2022, 4 December 2022, 4 March 2023 and 4 June 2023."*

CARRIED

Motion 6: *"That the Owners Corporation determine a Sinking Fund Levy of $239,570 plus GST for the period 4 August 2022 to 3 August 2023 to be contributed in accordance with unit entitlements in four equal instalments with due dates to be 14 September 2022, 4 December 2022, 4 March 2023 and 4 June 2023."*

CARRIED

Motion 7: *"That the General and Sinking Fund levies for the first quarter due on 4 August each financial year be invoiced in advance, with amounts based on the quarterly levies as approved at the previous AGM."*

CARRIED

Motion 8: *"That the Owners Corporation authorise the Executive Committee through the Managing Agent to obtain a maintenance plan as per legislation."*

CARRIED

Motion 9: *"That the Owners Corporation authorise the Executive Committee through the Managing Agent to adjust and renew the building insurance."*

CARRIED

Motion 10: *"That the Owners Corporation creates five Executive Committee Positions and accepts nominations from the floor to fill those positions"*

CARRIED

Midnight
RESIDENTIAL

EXECUTIVE COMMITTEE ELECTED:

Ms. Rebecca Armstrong

Mr. James Iseppi

Mr. Glen Luthy

Mr. Robert Mullins

Mr. Luiz Rocha

MEETING CLOSED: 6:35PM

Canberra Strata

GENERAL MEETING MINUTES
'MIDNIGHT RESIDNETIAL'
UNITS PLAN 4769
1 ELOUERA ST, BRADDON, ACT, 2612

Held at The Conservatory, Midnight Hotel, 1 Elouera St, Braddon, ACT on 30 November 2022 at 5:30pm. As there were not enough members of the Owners Corporation present to constitute a quorum, the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Owners Present: Representatives for Lots: 61 (A & S Stevens), 145 (W Henderson), 225 (R Sun), 209 (G Luthy), 54 (A Quzag), 207 (B Martyn & C Smith), 171 (N Tzafaris), 113 (C Himonas), 229 (N R and E Moore), 161 (B & L Zogopoulou), 81 (J Iseppi), 163 (L Rocha), 185 (N Jende), 19 (L Dorr), 52 (H Chen), 152 (S Huanh & W Halford), Lot 186 (L Byram), 9 (I Koch), 74 (N Parker), 129 (A Perryman), 40 (S Unwin), 210 (R Armstrong).

In attendance: Michael Grady, Matthew Connor & Mark Terracini – Grady Strata & Facilities

Proxies: Representatives for Lots: 71 (IFO J Seaborn), 95 (IFO the Chair), 139 (IFO M Giugni), 208 (IFO R Armstrong), 146 (IFO R Armstrong)

Absentee Voting Forms: Lots 5, 33, 86, 110, 128, 141, 172, 203, 147, 196, 212, 213

Apologies: Nil

The Committee Chair, Rebecca Armstrong, assumed the position of Chair in accordance with *Section 41* of the *Unit Titles (Management) Act 2011* and opened the meeting at 5:32pm and noted that as a quorum was not present for the meeting the meeting would re-commence at 6:02pm after a 30-minute wait.

Motion 1: Rescind Motion 10, AGM 2021

The Committee Chair, Rebecca Armstrong, provided an overview of the motion from the 2021 AGM and outlined that as the Owners Corporation were now seeking to appoint a new strata manager in a subsequent Motion, and not progressing any further with negotiations with the former strata manager, Motion 10 from AGM 2021 should now be rescinded.

Motion 1: *"That the Owners Corporation rescinds Motion 10, resolved at the Annual General Meeting, held 17 August 2021."*

Motion Carried

New Motion 2 & Motion 3: Appointment of Strata Manager

The Committee Chair, Rebecca Armstrong, provided an overview of the competitive tender process undertaken by the RFT (Request for Tender) sub-committee for the appointment of a Strata Manager and Building Manager, noting that this process included review of proposals from Grady Strata, Vantage Strata and Canberra Strata against seven selection criteria put forward by the RFT sub-committee. The

sub-committee individually scored each service provider, then the RFT sub-committee met and agreed to a final moderated score for each company, with Grady Strata scoring the highest of all assessed tenders. The meeting noted that the proposed inclusions in the overall contracts were a Strata Manager for oversight and governance, an on-site building manager for day-to-day on-site operations and a Facilities Manager for high-level negotiation of contracts and provision of oversight of complex maintenance matters.

The meeting questioned why only one Executive Committee Meeting was provided in the contract annexed to the General Meeting Package, with Michael Grady of Grady Strata & Facilities responding to advise that this was a typo in the annexed contract and this will be corrected to include 6 Executive Committee Meetings before execution.

The meeting requested that the costs for each company are disclosed to the General Meeting before voting and discussion on Motion 2 proceeded further. The Committee Chair requested that all attendees that had a conflict of interest because they were involved in the operation or ownership structure of a Strata Management company depart the meeting to allow the Owners to consider these costs as commercial-in-confidence. M Grady, M Terracini, M Connor and M Guigni departed the meeting. The owner of Lot 74 did not wish to be bound by this confidentiality and also left the room

New Motion 2: "That all owners and representatives remaining in the room agree to be bound by the commercial confidentiality of the Owners Corporation regarding the commercial-in-confidence information supplied by prospective Strata Management providers that will now be shared with them."

Motion Carried by the owners that remained

M Grady, M Terracini, M Connor, M Guigni and N Parker were invited to return to the meeting following consideration of costings by the Owners present.

The meeting requested that wording indicating that Grady Strata & Facilities would provide facilities management services as part of their contract be inserted into the motion wording.

Motion 3 Amendment 1: *"That Grady Strata & Facilities Pty Limited ACN 609 045 061 be appointed as Strata & Building Managers for a period of 3 years, with effect on and from 28 December 2022 and on the terms of the annexed Management Agreement amended to include facilities management."*

Amendment Moved by S Unwin and Seconded by N R Moore, Amendment Carried

The meeting requested that wording indicating that Grady Strata & Facilities would provide 6 Executive Committee Meetings as part of their contract be inserted into the motion wording.

Motion 3 Amendment 2: *"That Grady Strata & Facilities Pty Limited ACN 609 045 061 be appointed as Strata, Facilities & Building Managers for a period of 3 years, with effect on and from 28 December 2022 and on the terms of the annexed Management Agreement amended to include 6 EC meetings a year and facilities management."*

Amendment Moved by J Seaborn and Seconded by J Iseppi, Amendment Carried

Amended Motion 3: *"That Grady Strata & Facilities Pty Limited ACN 609 045 061 be appointed as Strata, Facilities & Building Managers for a period of 3 years, with effect on and from 28 December 2022 and on*

the terms of the annexed Management Agreement amended to include 6 EC meetings a year and facilities management."

Motion Carried

Motion 4: Legal Fees

The Committee Chair advised that during the interim management period Canberra Strata submitted three applications to the ACT Civil and Administrative Tribunal (ACAT), all of which were subsequently dismissed. The Owners Corporation submitted an application to ACAT requiring Canberra Strata to handover UP4769's property, with handover commencing on 24 November 2022.

The meeting noted that the Motion is proposed to formalise the legal defense costs incurred, which are presently envisioned to be able to be incurred without additional levy costs to owners given these costs were fairly minor to date, and a legal fees budget was included in the 2022/2023 budget.

Motion 4: *"That the Owners Corporation authorise the Executive Committee in accordance with Schedule 2, Section 2.5 & 2.6 to approve the action urgently undertaken to date, and the action to be taken, and to expend funds up to a limit of $30,000 to respond to any legal action initiated by Canberra Strata, including any ACT Civil and Administrative Tribunal (ACAT) proceedings, or initiate any legal action required to recover UP4769 funds and property from Canberra Strata."*

Motion Carried

MAINTENANCE ISSUES

The meeting noted that maintenance matters are presently in hand, with maintenance contracts presently being reviewed, inserted into a contracts register and any contracts set to expire will be renegotiated as required. Furthermore, a comprehensive maintenance schedule is presently being developed for the property.

INSURANCE CLAIMS

The meeting noted that the power outage claim is being pursued via the Australian Financial Consumer Authority (AFCA), with a case manager to be assigned in February 2023.

The meeting noted that the B1 car accident claim damage has been resolved and the Owners Corporation is presently awaiting payment of the invoice by the insurer.

The meeting noted advice from the Strata Manager that the Certificate of Currency has been received and will be placed on the Owners' portal once this is live.

GENERAL BUSINESS

J Potter questioned whether a motion should be considered to re-confirm the Executive Committee given matters raised during recent ACAT hearings relating to the appointment of an Administrator of multiple owners' corporations, with other members present able to nominate to join the Committee if they so wished.

Motion 5: “That the Owners Corporation confirm the appointment of R Armstrong, J Iseppi, G Luthy, R Mullins and L Rocha as Executive Committee Members until the next Annual General Meeting.”

Motion Carried

The meeting questioned the current status of the shared facilities agreement, with the Committee Chair advising this is presently scheduled for discussion with the new Hotel General Manager in the coming weeks.

Midnight Residential

THE OWNERS – UNITS PLAN 4769

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Microsoft Teams on Tuesday 21 February 2023 at 4.00pm
PRESENT
EXECUTIVE COMMITTEE (EC): Rebecca Armstrong, James Iseppi, Rob Mullins, Glenn Luthy
OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady, Matthew Connor, Nick McCauley
APOLOGIES: Luiz Rocha

1. Confirmation of Minutes

1.1. The Committee **approved** the minutes of the meetings held 2nd October and 20th October 2022.

2. Strata Manager's Report

2.1. Report by Strata Manager

2.1.1. Action List

2.1.2. Defects

2.1.2.1. Roscon Forensic Defect Report – The Committee **noted** that Geocon have appointed a new development manager (Edward Sperry) to the property and a meeting is being arranged to discuss the outstanding defects on the defects list and agree a pathway forward. The Committee **noted** advice from Chubb that if a plan for rectification is not put in place shortly they may cease insurance coverage for the property, hence the need for detailed focus on this matter.

2.1.2.2. The Committee **noted** that there is a current and living list of ongoing and new items that are genuine defects being rectified and investigated by GEOCON. Updates are sought from Geocon on these matters with regularity.

2.1.2.3. The Committee **noted** that the leak at U819 was subject to recent works on the roof and adjacent balcony. Most recent update on 15th February described that treatments to weak parts of the roofing had been completed. That testing had shown it had been successful but then that there had been failure later. The solution is still being progressed before internal repairs are completed.

2.1.2.4. The Committee **noted** that an identified void in B1 which is presenting a safety risk is on Commercial Common Property. This does not reduce the risk of injury for a resident or guest of a resident and requires immediate action from the Commercial UP and Geocon.

2.1.3. Insurance

2.1.3.1. The Committee **noted** that the insurance for 2022/23 has been paid and the Certificate of Currency is now available. The Committee **agreed** that from next renewal period the policy costings will be separated from AJG and paid for individually by each units plan on a separate invoice.

2.1.4. Financial Reports

2.1.4.1. The Chair and Treasurer **agreed** to a higher frequency of periodic approval of invoices which are approved by Strata Manager. The current frequency had been monthly however it was **agreed** that this should be more regular and would happen at minimum fortnightly.

2.1.4.2. The Committee **agreed** for Strata Manger to reverse accrued transactions represented in the Canberra Strata accounts to allow the financial reporting to accurately speak to the financial position of the Administrative Fund.

2.1.5. The Committee **agreed** to a Pre-approved spending limit of $200 for day to day items until a point where the Administrative Fund position is clear regarding item 2.1.4.2. The Committee **agreed** that this is not a hard limit and that with on the phone approval a larger amount can be spent for items deemed high priority by the Building Manger or Strata Manager. Rebecca Armstrong and James Iseppi will be available for urgent expenditure approval as required.

2.1.6. The Committee **noted** the current Sinking Fund Plan by a Quantitative Surveyor forecasting contributions and spending from the Sinking Fund was conducted in November 2020 and will be subject to next revision for the 2024/25 budget year.

2.1.7. The Committee **noted** occasional requests by residents to investigate installation of EV Charging Stations. The Committee **noted** that there is appetite to discuss this with a trusted electrical contractor from O'Neill & Brown and inaction may lead to devaluation of the building if other residential buildings in the nearby areas are investigating and installing these options for their residents. The Committee **discussed** short term solutions such as investigating what cable runs might need to be explored to install some charging stations that can be metered to tenancies. The Committee also **discussed** what kind of Commercial partnering options may be available, that ACTEWAGL may be seeking EV spaces to be made available in the suburb to partner in public charging opportunities and that there is potential to partner with the Hotel for spaces in the B1 level which can be free to park but metered and charged for the power used by a parker utilising the charging service.
Further discussion will be necessary to determine ways forward.

2.1.8. The Committee **noted** out-of-session discussion via the Owners of Unit 301 regarding noise transfer from Unit 401. The Committee **noted** that the owner of U401 has provided specifications from the unit as built which shows the flooring is compliant to the National Construction Code, however did note that noise transfer was evident during inspections by Grady Strata staff. The Committee also **noted** that the proximity to lifts may also be responsible for some of the disruptive noise experienced by the owners at U301. The Committee **agreed** that whilst noise transfer is evident the flooring in the unit is the original floor as provided at build, is compliant with the National Construction Code and the residents of Unit 401 are not creating a purposeful nuisance constituting a breach of the Rules.

2.1.9. The Committee **noted** that the Hotel have a technician attending on Tuesday 21st February to install a loop for the current parking infrastructure to then be managed off-site by commercial contractor (Wilson Parking) who will assume management of all commercial parking. No disruption to entry or exit traffic were noted by attending members of the meeting up to as late as the beginning of this meeting. The Strata Manager raised that in experience dealing with Wilson Parking over numerous other buildings that where issues arise they can be successfully managed and resolved quickly.
The Committee **agreed** that the proposed signage for the car park changeover was not adequate and was only geared toward commercial users of the carpark which may lead to confusion for owners, residents and guests of the Residential UP. The Committee

also **agreed** that it was not suitable for these signs to be erected on Residential common property as proposed without the Committee's approval, which had not been granted.
The Committee **declined** to approve the proposed signage or to the space the signage is proposed to be erected without changes to the signage which would also benefit waymarking for the Residential UP. The Strata Manager will raise this with Wilson and their signage designer to implement new design elements for the consideration of The Committee to approve before the signage can be installed.

2.1.10. The Committee **discussed** the status of the shared facilities agreement, and **agreed** to re-engage with Clayton Utz on the best pathway forward (rental v. Sinking contributions).

2.1.11. The Committee **agreed** to add clarity to the House Rules regarding changes to flooring by allowing the Strata Manager to draft the rule and propose the change as a motion at the next General Meeting.

2.1.12. The Committee **agreed** to formalise their out of session approval of the flooring change application for U806.

3. Building Manager's Report

3.1.1. The Committee **agreed** to include Emergency Lighting Inspections into the contract for the ongoing preventative fire maintenance. The Committee **agreed** to routinely seek a contractor to provide thermal scanning of the electrical switchboards annually, but not enter an ongoing contract for this service at this stage.

3.1.2. The Committee **noted** that routine carpet steam cleaning is required for the residential corridors and will be completed annually in September. The Committee also **noted** the recommendation from the Strata Manager to clean the basement level carparking prior to completing carpet cleaning to eliminate dust and debris being walked in on to clean carpets.

3.1.3. The Committee **noted** that common area carpet is deteriorating ahead of the forecast in the Sinking Fund. The forecast has this due in Year 9 while the deterioration is significant aged only 4 years. The Committee **agreed** to review the schedule in the Sinking Fund at a future meeting with a view to bringing that replacement forward.

3.1.4. The Committee **agreed in principle** to approve installing the cable and infrastructure required to get stable internet to the parcel lockers and cameras on the ground floor. The Committee has **noted** the current scope on the quote which was presented is a little too vague to approve in it's current state and a more detailed scope of tasks and items be presented before the final approval to complete the task will be granted.

3.1.5. The Committee **agreed** to the new service contract from KONE for ongoing services to the residential lifts. This has been completely separated from the Commercial lifts and also presents better value for money than the current arrangement. Service standards from KONE will be raised with them before this contract is entered.

3.1.6. The Committee **agreed** to Strata Manager and Building Manager conducting a new audit of all access devices in April 2023.

3.1.7. The Committee **agreed** to approve a quote for the replacement of the seal around an external window at U804. The seal installed at build was the wrong size and has come out of the window void and potentially risks the window falling outward.

4. Scheduled Maintenance Register

4.1. Noting of Schedule and Changes

4.1.1. The Committee **noted** the proposed schedule of ongoing maintenance regarding the current contractors and their frequencies attending to the items in their individual scopes.

4.1.2. Contracts upcoming for renewal

4.1.2.1. The Committee **approved** seeking renewal with HVAC servicing from Airmaster when it lapses in June 2023

4.1.2.2. The Committee **noted** Glascott's is a contract that is shared between both UPs and will require a collaborative approach with seeking renewal or tendering for a new landscape and garden service. Service standards have not been acceptable to date.

4.1.2.3. The Committee **noted** that the current cleaning contractor is not in a current agreement but completes their scope and billing month to month. The Committee **discussed** the need to potentially increase the hours of the current cleaning scope to improve the outcomes of general corridor, window and waste bin. The Scope of Works will be reviewed in the near future before approaching the market for quotes.

5. Fire Safety

5.1. The Committee **noted** there are two fire doors leading into the stairs at the north end of two basement levels where the lock has not been reliably turning. The situation has improved and will continue to be monitored.

5.2. The Committee **approved** the Strata Managers seeking quotes for passive fire testing throughout the property, including unit doors and basement penetrations.

6. Summary of Decisions and Actions Chair/Grady Strata

6.1. Next Meeting is scheduled for Wednesday 19 April 2023 at 5pm via Microsoft Teams.

6.2. Action List:

6.2.1. Strata to continue chasing GEOCON to provide updates to Chubb regarding the ongoing defect rectifications that may jeopardise the current insurance policy.

6.2.2. The Chair and Treasurer to increase frequency approving invoices for payment to fortnightly as a minimum.

6.2.3. Strata to reverse accrued transactions and add clarity to Administration Fund.

6.2.4. Strata to seek on the spot approvals for spends greater than $200 where deemed urgent and necessary.

6.2.5. Strata to monitor complaints about noise from any new owner or occupant who moves in to U301.

6.2.6. Strata to present amended signage package for Wilson Commercial Parking to the Committee for approval before any signage is erected.

6.2.7. Strata to draft a clear rule with regards to the installation of flooring for consideration by the Owners Corporation at the next General Meeting.

6.2.8. Strata to include Emergency Lighting Inspections to Fire Services contract.

6.2.9. Strata to engage electrical contractor to do annual thermal scanning of electrical switchboards.

6.2.10. Strata to seek clearer scope of items and tasks from contractor for installing the cable and internet to the parcel lockers and cameras.

6.2.11. Strata to conduct audit of all access devices.

6.2.12. Strata to renew HVAC maintenance contract.
6.2.13. Strata to commence discussion with Commercial UP with regard to renewal or tender of Landscape and Garden shared contract.

Meeting Closed: 5:53pm
.

Midnight Residential

THE OWNERS – UNITS PLAN 4769

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Microsoft Teams on Thursday 20th April 2023 at 4.00pm
PRESENT
EXECUTIVE COMMITTEE (EC): Rebecca Armstrong, James Iseppi, Rob Mullins, Glenn Luthy, Luiz Rocha
OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady, Matthew Connor
APOLOGIES: Nick McCauley – Building Manager

1. Confirmation of Minutes

1.1. The Committee **approved** the minutes of the meetings held 21st February 2023.

2. Strata Manager's Report

2.1. Report by Strata Manager.

2.1.1. Action List.

2.1.1.1. The meeting discussed items on the Action List prepared after the first walkthrough conducted on Tuesday 18th April. The Committee **agreed** to have Grady Strata process this action list with regular updates to the Committee.

2.1.2. Defects.

2.1.2.1. Defect Report – The Committee **noted** that Geocon are supporting some minor remedy of outstanding matters.

2.1.2.2. The Committee **noted** the current list of tracked private area defects and the progress being made on rectifications. New items which were identified on the first walkthrough have been added to this list for tracking. The committee noted that the ongoing work for U819 is the most pressing item on this list, with Geocon to progress this further over the next 1-2 weeks.

2.1.3. Financial Reports.

2.1.3.1. The Committee **noted** that some items which had been carried over as incorrectly accrued expenses from the prior financial year will result in a negative balance being represented against particular line items in the Statement of Financial Performance. To properly explain this to owners the financials will be accompanied by an explanatory note for the next AGM. The committee **noted** lots in historic levies arrears and **agreed** to proceed with debt collections on those aged 120+ days.

2.1.3.2. The Committee **agreed** for the Chair and the Strata Manager to meet at 12:00pm each Friday to discuss invoices for approval.

2.1.4. Shared Facilities Agreement.

2.1.4.1. Ongoing shared facilities negotiations continue.

2.1.5. The Committee **agreed** to revisit the House Rules regarding flooring applications to create a clearer application process to ensure owners are applying for flooring changes in future, with owners unlikely to apply if they are subjected to an overly onerous application process. It is intended that appropriate noise transfer limits will be retained during this simplification of process.

2.1.6. Wilsons Parking Installation.

2.1.6.1. The Committee **agreed** for Grady Strata to follow up with Wilson Parking to ensure resident access via the roller door at all times regardless of whether the boom gate is functional, with

any intercom directions provided by external parties to result in safe outcomes for users of the car park. The committee **noted** the signage install above the entry door began without Wilsons notifying the residents with no appropriate traffic management during the installation.

2.2. Building Manager's Report.

2.2.1. The committee **noted** the quote for installation of internet and cabling for CCTV to the parcel lockers and CCTV to the Residential car park roller door to reach the Building Manager's office. The Secretary would like to clarify the quote and obtain further detail before commencing with the work. The Committee **agreed** to proceed once these details are clarified.

2.2.2. The committee **noted** the previously blown lighting in Basement 3 has been repaired, however is now on all the time and needs resolution without additional cost to UP4769.

2.2.3. The Committee **noted** that the damaged fencing which surrounds infrastructure on the roof is on Commercial common property and will be the sole responsibility of the Commercial UP to repair.

2.2.4. The Committee **agreed** to the quote for garbage chute cleaning and to explore a metal shroud at the bottom of the chute to replace the thick rubber shroud which has not been durable enough.

2.2.5. The Committee **agreed** further investigation into potential defects with residential unit doors.

2.2.6. The Committee **noted** a tentative booking for bulky waste collection is proposed for 15th May. Upon confirmation notice will be provided to residents and the collection of dumped items in the Residential. These collections will be booked quarterly with ACT Government going forward.

2.2.7. The committee **noted** new defect items discovered in the walkthrough where Commercial UP works which have included new slab penetrations after build may have impacted some steel strands within the slab, albeit in a minor manner. The committee **noted** that the Owners Corporation had not been notified of the works in multiple places across the roof and 8th floor ceiling and **agreed** that these are to be rectified by the Commercial UP

2.2.8. The committee **noted** penetrations from 8th floor into slabs below during build that have not had fire treatment in the Communications rooms down to the Hotel kitchen and **agreed** to add this to the tracked defects list.

3. Scheduled Maintenance Register

3.1.1. Contracts for upcoming renewal.

3.1.1.1. The committee **noted** that Glascott's performance with landscaping services has improved recently however the Commercial UP will be taking this to tender at the expiration of the current agreement. The Committee **agreed** that Residential UP should have more say in the process than previously and **noted** that the Owners Corporation contributes a majority share to the cost of this shared services invoice.

3.1.1.2. The Committee **noted** that the local government may have applicable grants to help fund greenery around the building and the meeting **agreed** for Grady Strata to investigate suitability.

3.1.1.3. The Committee **noted** the HVAC and carpark ventilation is also due to be renewed and is currently being quoted.

3.1.2. The Committee **noted** that lighting sensors in residential corridors is inconsistent. The committee will have a known contact inspect and return with findings about how to proceed with regard to sensor placements.

3.1.3. The Committee **agreed** that Kone will be sought to resolve some issues with the lifts that have arisen that Kone wanted a separate work order for to be completed as part of the upcoming regular servicing. These items include the call box of Lift 6 in Basement 2, announcement speakers which are no longer active and the Level 8 call button inside Lift 6. The lifts communications service contract with Lift Connect will be reviewed and enquiries will occur as to whether this can be attended by Kone.

3.1.4. The committee **agreed** for Grady Strata to seek the schedule of servicing from ACT Doorland to accompany their quote for the ongoing service to the roller door entry for the Residential car park before this is considered further.

3.1.5. The meeting **discussed** parcel delivery and how to manage parcels being left without being stored in the locker system by couriers. The Committee **agreed** the Building Manager will seek to learn about the rate of usage via MyParcelLocker to establish if current system is performing adequately. The Committee **agreed** that for large parcels where the resident has allowed authority to leave, the resident is accepting responsibility by not being there to attend.

4. Summary of Decisions and Actions

4.1. Matt Connor to obtain schedule of proposed roller door service from ACT Doorland

4.2. Nick M to inspect Basement 3 lighting and adjust sensors if possible. Engage the contractor who did the install if unable to be adjusted.

4.3. James I and Michael G to determine which items need clarity with regard to CXI quote for parcel locker and roller door CCTV install

4.4. Rebecca A to source all historic correspondence relating to shared facilities

4.5. Matt Connor to schedule weekly meeting for invoice approval with Rebecca

4.6. Matt Connor to request a statement of account with Geocon from Bala to reconcile against Owners Corporation record of transactions.

4.7. Matt Connor to ensure one full week minimum notice for calling EC meetings with one email including all attachments to be discussed.

Meeting Closed: 5:14pm

Midnight Residential

THE OWNERS – UNITS PLAN 4769

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Microsoft Teams on Thursday 29th June 2023 at 4.00pm
PRESENT
EXECUTIVE COMMITTEE (EC): Rebecca Armstrong, James Iseppi, Rob Mullins, Glenn Luthy, Luiz Rocha
OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady, Nick McCauley
APOLOGIES: Matthew Connor

1. Confirmation of Minutes

1.1. The Committee **approved** the minutes of the meetings held 20 April 2023.

2. Strata Manager's Report

2.1. **Defects**

2.1.1. The Committee **noted** that Geocon have undertaken a number of defect repair works to the property, alongside inspections by the original Structural Engineers, in response to the original RosCon defects report. Updated listings of defects repaired to date will be provided in the coming 2 weeks. Furthermore, the updated lists received to date, along with the Structural Engineers advice have been provided to the buildings insurer.

2.1.2. The Committee **noted** that there is an ongoing listing being maintained of in-apartment defects and leaks that Geocon are working through over time.

2.1.3. The Committee **noted** advice provided by Geocon that all defects reported to them are expected to be closed by the end of 2023.

2.1.4. The Committee **agreed** to follow up O'Neil and Brown Fire for a no-cost inspection of a small number of residential unit fire doors where gapping appears to be excessive below the doors.

2.1.5. The Committee **noted** that the ongoing leaks from the stormwater retention tanks are being investigated by O'Neil and Brown Plumbing, with Geocon provided a copy of their quote for draining and cleaning the tanks in preparation for re-waterproofing. A response as to whether this quote has been accepted by Geocon is expected to be received in the next 2 weeks.

2.2. **Financial Reports**

2.2.1. The Committee **noted** that the financial position of the Owners Corporation is healthy at present, however a number of invoices related to foyer cleaning and shared facilities totalling approximately $210,000 are currently on hold due to ongoing good-faith discussions regarding the shared facilities deed.

2.3. **Shared Facilities**

2.3.1. The Committee **noted** that Lexmerca have been engaged for advice relating to the Shared Services Deed, with a meeting to be arranged with Lexmerca and Executive Committee representatives in the coming weeks in order to better understand the Owners Corporations best options in relation to this deed.

2.4. **Rules**

2.4.1. The Committee **noted** that a Pet Audit needs to be completed for the building, however this will occur following the Annual General Meeting.

2.5. **Insurance**

2.5.1. The Committee **noted** that the Australian Financial Consumer Authority (AFCA) response to the Insurance claim related to the power outage of 2021 is ongoing, with the matter being referred for determination by a panel on 29 May 2023. An outcome is expected within 6 weeks, or alternatively an extension of time requested within that 6-week period by the panel if the matter is not determined within that timeframe.

2.6. **Annual General Meeting (AGM)**

2.6.1. The Committee **agreed** to hold the AGM on 10 August 2023.

2.6.2. The Committee **agreed** to engage Hardwickes Accounting for the annual financial audit in preparation for the AGM.

2.6.3. The Committee **agreed** to provide a detailed breakdown of the proposed budget once drafted to ensure transparency to the Owners Corporation in their considerations.

2.7. **Newsletter**

2.7.1. The Committee **agreed** to draft a Newsletter in the coming weeks to update residents on happenings around the building, including a reminder to all owners that common property should be treated as their own, and owners or tenants will be held responsible for any damage.

3. Building Manager's Report

3.1. The Committee **noted** the Building Managers written report.

3.2. The Committee **noted** that there have been ongoing reports of delayed hot water supply, particular in the morning between 4:45am and 9:00am. The Committee **agreed** to have O'Neil and Brown Plumbing review the issue given it is impacting a number of apartments, with Geocon to be requested to repair if it is an installation failure.

3.3. The Committee **agreed** to have a car park clean undertaken, following which a carpet clean on all residential levels will also be undertaken. Quotes will be distributed out-of-session once received.

3.4. The Committee **noted** that quotes for inaccessible window cleaning have been requested but are still outstanding. Once received these will be considered and works booked ASAP.

3.5. The Committee **noted** receipt of a quote from CXI to simplify the access to CCTV footage for the Building Manager. The Committee **agreed** to the price, subject to review by Michael Grady and James Iseppi in relation to the scope being accurate.

3.6. The Committee **agreed** to arrange a meeting with the building's gardeners with the commercial managing agent who are responsible for this contract.

3.7. The Committee **agreed** to contact KONE to identify if they are able to install their equipment at no cost as they are the OEM manufacturer. Ongoing supply costs for providing this service will still apply, but potentially at a lower cost than the LiftConnect agreement.

3.8. The Committee **noted** that the voices in the lift announcing each level were fixed, however they are now announcing twice or have seemingly gone quiet again. KONE will be followed up for repair.

3.9. The Committee **approved** a quote from MSR Doors for the ongoing maintenance of the Units Plan's three roller doors (1 basement, 2 garbage room).

3.10. The Committee **agreed** to seek quotes for a passive fire audit for consideration next full ECM meeting.

4. Other Business

4.1. The Committee **agreed by resolution** to endorse the City EC Groups proposed Short Term Rental (STR's) paper to be presented to MLA's and if

necessary the legislative assembly. The report looks at the potential regulation of STR's in Canberra and the potential alignment of legislation in this area with other states. The EC Considers this support appropriate given the desire for improved management engagement with Short Term Rentals in the best interests of all owners and residents of the building and to ensure the continued quality of the building.

4.2. The Committee **agreed** to meet on 13 July 2023 to review the draft AGM package.

Meeting Closed: 5:29pm

ANNUAL GENERAL MEETING
'MIDNIGHT RESIDENTIAL'
UNITS PLAN 4769
1 ELOUERA ST, BRADDON

Meeting Location: Grosvenor Room, Mercure Hotel on **Thursday 10th August at 5:30pm**.

Commenced: 5:32PM

Quorum: As there were not enough members present to constitute a quorum the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Reopened: 6:02PM

Appointment of Chair: Rebecca Armstrong as the outgoing Chair of the Executive Committee was appointed Chair of the Annual General Meeting.

Present: Representatives for Lots 10, 81, 181, 192, 209, 210, 212

Proxies: 149, 163, 208, 213

Absentee Voting Forms for Lots: 19, 146

Item 1: Previous Minutes

The meeting noted that the minutes of the Annual General Meeting held on 17 August 2022 required amendment in relation Motion 4 as follows: "That the proposed Sinking Fund expenditure budget of $24,378 plus GST be accepted". Furthermore, the reference in the motion as tabled to Motion 10 of the 2023 Annual General Meeting requires amendment to read Motion 7.

Amendment Motion: "That the Owners Corporation RESOLVE to amend Motion 1 of the 2023 Annual General Meeting to read: "*That the minutes of the Annual General Meeting held on 17th August 2022 be amended to include the words "That the proposed Sinking Fund expenditure budget of $24,378 plus GST be accepted" and to remove Motion 7 due to this approval being rescinded at the General Meeting held on 20 November 2022. The minutes of the 2022 Annual General Meeting are otherwise accepted as amended."*

Amendment Motion Carried

Motion 1: "*That the minutes of the Annual General Meeting held on 17th August 2022 be amended to include the words "That the proposed Sinking Fund expenditure budget of $24,378 plus GST be accepted" and any reference to Motion 7 removed due to this approval being rescinded at the General Meeting held on 20 November 2022. The minutes of the 2022 Annual General Meeting are otherwise accepted as amended."*

Motion Carried as Amended

Item 2: 2022/23 Financial Statements & Reports

The Owners Corporation noted that the financial statements presented have been audited by Hardwickes Accounting in accordance with the legislative requirements for Owners Corporation the size of Midnight Residential, with no significant findings or notes of relevance.

The Executive Committee advised that:

- The Admin Fund balance as at the end of the financial year was $388,524.58
- The Sinking Fund balance as at the end of the financial year was approximately $624,177.86.

The meeting noted that the End of Financial year (EOFY) balance is higher than usual as shared services costs were budgeted for within the previous two financial years but not yet negotiated to an agreeable point and paid. These negotiations are ongoing. Furthermore, the EOFY balance also includes some smaller unspent balances including legal fees which were in part reimbursed and maintenance which was renegotiated for an improved cost by the new strata team.

Major expenditures of note were listed as follows:

- Body corporate management ($92k)
- Building management ($64k)
- Electricity and water ($114k and $49k)
- Cleaning Services ($72k)
- Lift Maintenance ($13k)
- Shared Facilities (not yet agreed and paid)

The Executive Committee advised that the payment plan for outstanding water bills due to initial billing setup issues has now been finalized, and the electricity payment plan is expected to be finalized in the coming financial year.

Motion 2: *"That the Owners Corporation adopt the audited financial statements for the financial year ended 30th June 2023"*

Motion Carried

Item 3: 2023/24 Budget

The meeting noted that Motion 7 of the 2022 Annual General Meeting has now been rescinded, meaning that the first levy of each financial year will only be raised once approved by the Annual General Meeting, with this process in line with legislative requirements.

The Committee noted that the key expenses for the upcoming financial year are as follows:

Admin Fund

- Insurance ($60k)
- Body corporate management ($85k)
- Building maintenance/management ($69k)
- Electricity ($109k)
- Water ($39k)

Sinking Fund Planned Maintenance

- Basement Works
- Fire Protection
- Mechanical Works
- Tile Repairs

Motion 3: *"That the Owners Corporation RESOLVE to adopt an administrative budget of $758,999.69 (plus GST) and a sinking fund budget of $246,757.27 (plus GST) for the 2023/2024 financial year and RESOLVE to strike four equal levies equal to the sum of the budgets to fall due on the 14th September 2023, 4th December 2023, 4th March 2024 and 4th June 2024"*

Motion Carried

Item 4: Executive Committee Appointment

Motion 4*: "That the Owners Corporation RESOLVE to create 7 Executive Committee positions and appoint Rebecca Armstrong (Lot 210), Glen Luthy (Lot 209), Robert Mullins (Lot 212), James Iseppi (Lot 81) and Leah Dwyer (Lot 10), to serve as executive committee members until the next Annual General Meeting in accordance with Section 39 of the Unit Titles (Management) Act 2011"*

Motion Carried

Item 5: Delegations, Maintenance, Defects, Fire and Insurance Claims

DELEGATIONS, AUTHORISATIONS AND APPOINTMENTS
The meeting noted that the only delegations, authorisations or appointments in force outside of those undertaken by the Executive Committee existed in the contract between the Owners Corporation and Grady Strata, with a copy of that contract available upon request.

MAINTENANCE ISSUES & CONTRACTS
The meeting noted that car park cleaning and common area carpet cleaning will be progressed over the next two months, with quotes having recently been approved by the outgoing Executive Committee. Furthermore, quotes are being sourced from interstate providers for inaccessible window cleaning due to significant demand on local contractors resulting in quotation delays.

The meeting noted that repairs to common area hallway walls have been completed to upkeep the presentation of the building

The meeting noted an upcoming bulky waste collection in September as part of a regular schedule which will prevent dumping in common areas. The meeting agreed for the Executive Committee to continually review the process of bulky waste collections to ensure it is meeting the needs of the building without adding additional unnecessary cost.

The meeting noted the ongoing issue with irregular hot water service across the building, with Grady Strata agreeing to undertake a survey of residents to glean further information to assist the installing plumber in rectifying these ongoing issues.

The meeting noted that the stormwater retention tanks are currently leaking due to a suspected waterproofing issue, however the original builder is actively working on resolving this matter.

The meeting noted the following safety and security items have been assisted with the ongoing operation of the property:

- Parcel lockers reducing thefts, however ongoing challenges with non-use by certain providers that is continually being followed up.
- Ongoing B3 lighting issue resolved to ensure residents can safely access carparks
- Additional carpark signage funded by Wilsons as part of their commencement as the B1 parking provider

MAINTENANCE PLAN
The meeting noted that the drafting of a Maintenance Plan will be undertaken alongside a Sinking Fund Review to ensure that any long-term maintenance identified whilst drafting the maintenance plan is covered appropriately through the budgetary process. In the meantime, Grady Strata has provided a programmed maintenance register to the Executive Committee that is updated monthly to track regular ongoing maintenance. A copy of the existing plan is available via Grady Strata.

STRUCTURAL DEFECTS
The meeting noted that Geocon is actively resolving outstanding common and in apartment building defects collaboratively with the Executive Committee, and in order to ensure continued progress, have reassigned a Development manager and Project manager as liaisons until completion of the works.

FIRE SAFETY REVIEW
The meeting noted that the buildings fire systems are maintenance by O'Neil and Brown Fire in accordance with the relevant Australian Standards.

INSURANCE CLAIMS
The meeting noted that there was a recent fire event in one of the commercial units which necessitated discussions with the insurer, which are being worked through with the Commercial Unit Plan.

The meeting noted that the power outage insurance claim that was denied by Chubb has been reviewed by the Australian Financial Consumer Authority (AFCA) who have rendered a final decision in favour of the insurer. Based on the report provided by AFCA in rendering their decision the Executive Committee will engage with the original builder for consideration.

Item 6: Insurance

Motion 5*: "That the Owners Corporation agree to authorise the Managing Agent to renew and adjust the building insurance policy via consultation and instruction from the Executive Committee."*

Motion Carried

Item 7: General Business

***Motion 6**: "That the Owners Corporation RESOLVE in accordance with Schedule 3, Part 3.1 of the Unit Titles (Management) Act 2011 that attendance at any General Meeting may occur electronically if approved by the Executive Committee."*

Motion Carried

Meeting Closed at 7:02 PM

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions†

A1 The Owners—Units Plan No 4769

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 10 August 2023

Tick applicable box, or both boxes if applicable:

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

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

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
10 August 2023	See attached minutes

A4 Owners corporation declaration

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



.....

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

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

B2 When does a reduced quorum decision take effect?

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

B3 How may reduced quorum decisions be disallowed?

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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

Midnight Residential

THE OWNERS – UNITS PLAN 4769

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Microsoft Teams on Tuesday 12th September 2023 at 4.00pm

PRESENT

EXECUTIVE COMMITTEE (EC): Rebecca Armstrong, James Iseppi, Rob Mullins, Glenn Luthy, Leah Dwyer

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady, Matthew Connor

APOLOGIES: Nick McCauley

1. Confirmation of Minutes

1.1. The Committee **approved** the minutes of the meeting held 8th August 2023.

2. Appoint Executive Office

2.1. All members of the committee **noted** the Executive Committee Roles & Responsibilities Document and **agreed** to abide by the Code of Conduct as listed in the Unit Titles (Management) Act 2011.

2.2. The Committee **appointed** Rebecca Armstrong as Chair.

2.3. The Committee **appointed** Rob Mullins as Secretary.

2.4. The Committee **appointed** James Iseppi as Treasurer.

3. Strata Manager's Report

3.1. **Report by Strata Manager**

3.1.1. Defects

3.1.1.1. The meeting **noted** that the insurer has been provided with a detailed update regarding the progress of rectification of items listed within the RosCon report to assist with ensuring favourable renewal terms.

3.1.1.2. The Committee **noted** that an external consultant is being sourced to provide an updated defect list following reinspection of the property to ensure all works can be appropriately signed off by the Owners Corporation.

3.1.1.2.1. The meeting **noted** that there is common interest with the Commercial UP and they are willing to explore cost sharing for the appointment of the consultant.

3.1.2. The meeting **noted** that the access ramp at the front of the building will be closed by Geocon for the duration of the works being conducted to waterproof the stormwater retention tanks. When notice of the works are provided a map to alternative accessible entry through the northern driveway loading zone and into the atrium will be implemented.

3.1.3. The Committee **noted** that there are some broken tiles on the roof of the property around the edge and **agreed** to have Grady Strata remove any broken tiles and replace as necessary.

3.2. **Financial Reports**

3.2.1. The meeting **noted** the financial position is adequate. Lift maintenance costs which had occurred in the previous year that had not been invoiced until this year are artificially inflating this year's cost where this had been a budget line which had not been fully used the prior, with those funds brought forward into the current years budget.

3.2.2. The meeting **agreed** to move $400,000.00 from the Sinking Fund to a term deposit for 6 months.

3.3. **Shared Facilities**

3.3.1. The meeting **agreed** to draft a letter in response to the cost for the Owners Corporation to enter into the proposed Shared Facilities Deed, which covers the pool, sauna and gym areas.

3.3.2. The meeting **considered** that a General Meeting will need to be called to facilitate appropriate consideration and approval by the Owners Corporation for any proposed arrangements with respect of the Shared Facilities Deed.

3.4. **Insurance**

3.4.1. The meeting **noted** that the Australian Financial Consumer Authority (AFCA) response to the Insurance claim related to the power outage of 2021 has been closed, with a decision rendered in favour of the insurer. The meeting **noted** that AFCA has accepted arguments that the costs incurred were the result of defective workmanship, therefore the Executive Committee will review any previous works in this location and their cause before proceeding further.

3.4.2. The Committee **agreed** to seek an insurance valuation for the cost of replacing the building to ensure appropriate insurance is being arranged.

3.4.3. The Committee **agreed** to add an asset register & maintenance plan to the Sinking Fund report on its next update.

3.5. **Electricity Supply Tender**

3.5.1. The committee **agreed** to engage the services of an electricity services broker to seek savings on electricity supply to the building. The Committee **noted** that while this happens the payment plan for ACTEW is still in place and will not have any impact on seeking a new provider.

4. Building Manager's Report

4.1. The meeting **noted** the Building Managers written report.

4.2. The meeting **noted** that the parcel locker CCTV and Basement CCTV BM room connection works are in progress. MyParcelLocker to be engaged to help with access to the rear of the parcel lockers to facilitate finalization of installation.

4.3. The meeting **agreed** that following the on-site visit by current garden contractor Glascott's that the next steps will be for the Commercial UP to take a revised scope to tender with no less than two other contractors to establish best service and value. The meeting **agreed** that their contribution to deciding can be made out of session though will need to be provided thorough understanding of what each contractor is proposing, how much it will cost and what the investment entails.

4.4. The Committee **considered** a proposal from KONE for ongoing servicing of the lifts at the property. The Committee **agreed** to the proposal on the basis that costs are less than last year and service standards remain the same or improved over the prior contract.

4.5. The Committee **noted** receipt of a quote from KONE to install GSM lift phone infrastructure to the property, which is currently being supplied by LiftConnect. The Committee **noted** that the LiftConnect agreement has expired and **agreed** to proceed with the KONE quote on the basis that the LiftConnect agreement has expired, pending logistical organisation of cutover dates to ensure the lift phones are not out of service during changeover. Ongoing costs to maintain the phone lines is $0 under the

new KONE contract. Repayment period of the infrastructure will be across 3 years vs. the LiftConnect contract.

4.6. The meeting **noted** that quotes for inaccessible window cleaning have been requested and received though these aren't entirely comparable. Grady Strata will have the quoting contractors amend their quotes to ensure they cover the same scope of works, and only the works for UP4769, not UP4776.

4.7. The meeting **noted** a quote from MSR Doors for the replacement of the roller door motor and spring drum at the entry to B1. A second quote was also **noted** from Progressive Controls which proposed installing two doors which would make each time the motor engages less stressful as the doors would be half as heavy. The meeting **agreed** to have MSR also quote to provide a similar option for the committee to consider out of session.

5. Fire Safety

5.1. The meeting **agreed** that following Geocon's assessment of the compliance of drop seals on single unit entry doors that any still not compliant be followed up and brought to compliance.

6. Other Business

6.1. **Newsletter**

6.1.1. The Committee **agreed** to draft a Newsletter in the coming weeks to update residents on happenings around the building, including a reminder to all owners about upcoming levies, registering pets, waste room etiquette, the new bins in the common area parking and being mindful of safety and security by making sure fire doors area always closed.

6.2. The meeting agreed to make the next meeting on Thursday 19th October at 4:00pm on Teams

Meeting Closed: 5:52pm

7. Action List

Action	Responsible	Status
Provide quotes from consultants for updated defects list to EC when received.	Michael	
Map for accessible entry during ramp closure for water retention tank works	Matthew	
Invest $400,000.00 from Sinking Fund into 6 month term deposit	Michael	
Draft letter to Geocon in response to the proposed cost entering into a Shared Services Deed	Michael	
Continue to pursue full cost recovery from power outage claim	Michael	
Tender ongoing electricity services through broker	Michael	
Insurance valuation	Matthew	

Asset and Maintenance register added to Sinking Fund scope	Matthew	
MyParcelLocker to be engaged to help access the back of the lockers for CCTV connection. Also to replace Perspex on barcode reader as part of Platinum Care package	Matthew	
Have Commercial UP present competitive quotes on a revised scope for the ongoing garden works to be considered by Residential UP	Matthew	
External window cleaning quotes to be aligned to one scope, and residential windows only for clarity before out of session decision	Nick	
Passive fire inspection quotes to be presented to Committee at next meeting	Matthew	
Newsletter to be posted in lifts and approved common areas once published	Nick	
Broken tiles on rooftop which pose a risk to be removed	Nick	

Midnight Residential

THE OWNERS – UNITS PLAN 4769

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Microsoft Teams on Thursday 19th Ocotber 2023 at 4.00pm

PRESENT

EXECUTIVE COMMITTEE (EC): Rebecca Armstrong, Rob Mullins, Glenn Luthy, Leah Dwyer

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady, Matthew Connor

APOLOGIES: James Iseppi, Nick McCauley

1. Confirmation of Minutes

1.1. The Committee **approved** the minutes of the meeting held 12th September 2023.

2. Strata Manager's Report

2.1. **Report by Strata Manager**

2.1.1. Defects

2.1.1.1. The meeting **noted** that many fired doors have gapping below which impact compartmentalising in instance of fire. The meeting agreed to take measurements from bottom of unit door to the floor where gapping is evident and present as a defect to the builder.

2.1.1.2. The Committee **noted** Spec Services attended on 14th October 2023 to deep clean the tiled areas outside the lifts in Basement 2 and Basement 3 and has been billed to Geocon

2.1.1.3. The meeting **noted** the installer Spanos are no longer attending to defect in waterproofing inside the water retention tanks. O'Neill & Brown have provided a price to empty the tanks, clean the pumps and drainage pipes. The ideal would be to have this completed and the repair on the waterproofing simultaneously. The meeting **noted** the very slow rate at which water is draining from the Building Manager's report.

2.2. **Financial Reports**

2.2.1. The meeting **noted** the financial position is firm and on track. There has been early spending on replacing some damaged fire doors in the basement from break ins which have accelerated spending in that category.

2.2.2. The meeting **noted** that collections for aged arrears has been conducted this month.

2.3. **Shared Facilities**

2.3.1. The meeting **noted** communication between the Owners Corporation and Geocon regarding the Shared Services Deed.

2.4. **Insurance**

2.4.1. The meeting **noted** the Executive Committee will continue to pursue costs from the Insurer with regards to historic power outage issues.

2.4.2. The Committee **noted** there is a current valuation of the entire built environment at Midnight does not exist. There is a valuation which has been approved by the Commercial EC that is solely for the commercial environment.

3. Building Manager's Report

3.1. The meeting **noted** the Building Managers written report.
3.2. The meeting **noted** car park cleaning has been carried out by Spec Services.
3.3. The meeting **noted** a date scheduled for common area carpet cleaning to be carried out by Spec Services. Approved notice has been distributed to residents.
3.4. The meeting **noted** that a date has been scheduled for inaccessible window cleaning to be carried out by Touchdown. Draft notice for residents and commercial has been approved.
3.5. The meeting **noted** a date has been scheduled for installation of the new garage roller door in the basement car park. Coordination with Blitz Security to make necessary changes to the access control system as the install is happening to be engaged by MSR who are installing the hardware and power requirements. The meeting **agreed** any questions or clarity required by Blitz regarding the requirements for the access control is to be sought directly from the Executive Committee prior to any changes being carried out.

4. Fire Safety

4.1. The meeting **agreed** to seek quotes for passive fire testing

5. Other Business

5.1. The meeting agreed to make the next meeting on Thursday 19th October at 4:00pm on Teams

Meeting Closed: 5:04pm

6. Action List

Action	Responsible	Status
Provide quotes from consultants for updated defects list to EC when received.	Michael	
Map for accessible entry during ramp closure for water retention tank works	Matthew	
Continue to pursue full cost recovery from power outage claim	Michael	
Notice to instruct residents on how to adjust their smoke seals on entry door	Matt/Nick	
Investigate mitigation strategies for water spread from water tank overflow.		

Midnight Residential

THE OWNERS – UNITS PLAN 4769

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Microsoft Teams on Tuesday 12th December 2023 at 4.00pm

PRESENT

EXECUTIVE COMMITTEE (EC): Rebecca Armstrong, Rob Mullins, Glenn Luthy, Leah Dwyer, James Iseppi

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady, Matthew Connor

APOLOGIES: Nick McCauley

1. Confirmation of Minutes

1.1. The Committee **approved** the minutes of the meeting held 19th October 2023.

2. Strata Manager's Report

2.1. **Report by Strata Manager**

2.1.1. Defects

2.1.1.1. The meeting **noted** that EC Chair and Michael Grady met with the builder and have reviewed the progress of current defect rectifications form RosCon report.

2.1.1.2. Waterproofing of Storage Tank - Update

2.1.1.2.1. The Committee **noted** that the repair to the water storage tanks is being undertaken by Geocon (via Magnate) utilizing SealBoss Water Stop, applied by injection to any cracks in the existing shell of the tank. An external protective layer of waterproofing looks to also have begun being installed. Builder will update on the success of the treatment.

2.1.1.2.2. The Committee **approved** purchase of a water vacuum and installing metal angles to help control and diversion of any excess water until remediation is complete.

2.1.1.3. The meeting **approved** a letter for occupants to adjust the drop seal on their unit door pending supply of imagery to accompany the notice.

2.1.2. Financial Reports

2.1.2.1. The meeting **noted** the financial position is firm and on track. There has been early spending on replacing some damaged fire doors in the basement from break ins which have accelerated spending in that category. Back log of unpaid lift service invoices is the factor contributing to why the Lift Maintenance line is also overspent.

2.1.3. Shared Facilities Agreement

2.1.3.1. The meeting **discussed** the most recent budget offer from Abode to upkeep the shared facilities. The meeting **agreed** on the paths required and **discussed** motions to propose pending the decision by the Owners Corporation at the upcoming General Meeting on the Shared Services Deed. The meeting **discussed** wording of subsequent motions which may need to be used and the release of funds for legal advice should it be necessary.

2.1.4. Insurance

2.1.4.1. The meeting **noted** the Executive Committee will continue to pursue costs from the Insurer with regards to historic power outage issues. The most recent update shows no positive

progress with the AFCA Dispute and the path forward is yet to be determined.

2.2. **Report by Building Manager**

2.2.1. The meeting **noted** the Programmed Maintenance Register as being up to date and current with all ongoing planned regular maintenance items.

2.2.2. The meeting **noted** the progress of the current gardener. The meeting **agreed** that any remaining irrigation repairs be top priority, then planting the empty spots in the gardens and mulching the beds.

2.2.3. The meeting **approved** a letter for occupants to adjust the drop seal on their unit door.

2.2.4. The meeting **agreed** to begin notifying occupants to remove items stored in corridors which may pose a risk to safe passage. The meeting **agreed** doormats aren't a priority though larger items such as scooters, furniture or boxes etc are the intended target.

2.2.5. The meeting **noted** the bin lifter has been repaired and **agreed** to adding regular servicing to the maintenance register as a half yearly item.

2.2.6. The meeting **agreed** the stained carpet on Level 3 is to be steam cleaned and the cost to be borne by the occupant of the unit where the stain originates which concludes at the waste room.

2.2.7. The meeting **noted** that the contracted plumber has a preventative maintenance schedule which also includes minor replacements but will also be sought to include major hot water service unit replacements under the contract agreement too.

2.2.8. The meeting **noted** an incident where the owner/occupier of U429 crashed their vehicle into their storage cage and blamed water in the basement carpark. The meeting **noted** the communication with the owner that their costs are their own. With no damage to common property the Owners Corporation will not be raising a claim. The owner is reminded to drive to the conditions as they would on a road.

2.2.9. Switchboard mapping is to be arranged with electrical contractor.

2.2.10. The meeting **noted** that the current lift phone hardware which is supplied by LiftConnect will get unistalled at the end of their contract and KONE will install their own. There may be a small layover between one being removed and the other being installed. The Executive Committee **approved** a notice to be placed in lifts through this period which directs users of the lifts to call 000 in the case of emergency, then KONE, then the building manager.

2.2.11. The meeting **noted** Touchdown's acknowledgement of the requirement to reattend and conduct further cleaning on some runs of the exterior windows following their attendances at the start of December.

3. Fire Safety

3.1. The meeting **noted** the quote received from 360 Degree and is awaiting a quote from ONBFS to consider for passive fire inspection.

4. Other Business

4.1. The meeting agreed to arrange the next meeting in the early part of February 2024 on a date to be confirmed alter at 4:00pm on Teams

Meeting Closed: 5:12pm

5. Action List

Action	Responsible	Status
Key audit – January	Nick	
Tile in lift – check all known storage areas with EC	Nick	In Progres
Lift Phone change over – notice for the lifts – any gap in service have 000 as first contact then KONE then BM	Matt	Complete
Images for drop seal notice	EC for MC	In Progress
Bin lifter to Maintenance Register as 6 monthly item	Nick	Complete
Notice of breach to unit owners storing items on common property	Matt	Complete
Change the lock box code now and again regularly. Notify the EC any time it changes. Install a sign out/in register. Keys never to leave site and are for Out of Hours only.	Nick	Complete
Purchase water vacuum	Nick	
Burley Griffin Carpet Care to attend Level 3 stain	Nick	Complete
Major hot water to be added to current plumbing scope	Matt	
Next steps in AFCA Dispute	Michael	
Quote for metal angles to be installed to divert water in basement carpark	Nick	

GENERAL MEETING
'MIDNIGHT RESIDENTIAL'
UNITS PLAN 4769
1 ELOUERA ST, BRADDON

Meeting Location: The Conservatory, Midnight Hotel, 1 Elouera St, Braddon on **Thursday 15 December 2023 at 6:00pm**.

Commenced: 6:02 PM

Quorum: As there were not enough members present to constitute a quorum the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Reopened: 6:34PM

Appointment of Chair: Rebecca Armstrong as the Chair of the Executive Committee was appointed Chair of the Annual General Meeting.

Present: Representatives for Lots 10, 19, 33, 61, 81, 149, 161, 163, 171, 181, 185, 186, 209, 210, 212, 225

Proxies: 212

Absentee Voting Forms for Lots: 147, 213, 229

Item 1: Shared Facilities Management Deed

The meeting was provided an overview of the history of the Shared Facilities Management Deed (the Deed), which provides for an arrangement whereby residents are granted access to the Abode Braddon Pty Ltd pool, gym and sauna (contained within Midnight Hotel). As part of this agreement, the Owners Corporation is required to contribute to a budget for maintenance of the space. In accordance with the terms of the Deed, the budget for each year is to be mutually agreed between the parties.

The meeting noted that the Deed has been under discussion since the end of the Developer Control Period, especially once the first Executive Committee was elected from 4 February 2020. Due to various discussions and advice, payments toward the Deed have not been made since 8 December 2021, however funds have continued to be raised against the initial costs, via levies and carried forward to meet financial obligations under the Deed should budgets be appropriately agreed.

Following detailed discussion and negotiation in 2023, Abode Braddon Pty Ltd "In a final effort to achieve agreement, and on a purely commercial basis" proffered a budget for agreement, which the Executive Committee determined required agreement of the Owners Corporation. The budget was outlined within the General Meeting Package.

Motion 1: *"That the Owners Corporation RESOLVE to agree the proposed Shared Facilities Management Deed budgets for the 2022, 2023 and 2024 financial years. Furthermore, the Owners Corporation RESOLVE to approve expenditure of $338,555 from the Administrative Fund, representative of cost apportioned to Units Plan 4769 under the Shared Facilities Management Deed under the budgets provided with this General Meeting Package."*

Motion Carried

10 in Favour, 5 Against, 1 Abstain

Item 2: Shared Facilities Management Deed – Legal Advice on Long-Term Engagement

The meeting noted concerns with regard to the terms of the Deed and the costs outlined in the budget. As such, the Owners Corporation Members expressed that:

1) The Owners Corporation should ensure its interests are protected when advising agreement to the budgets as approved under Motion 1.
2) Continue to advocate for a more favourable commercial agreement with respect to the Deed and access to these facilities.
3) Engage with the provider to ensure the facilities are managed and upkept in accordance with the Deed.

The meeting noted that funding would be necessary to engage legal advisors as necessary to achieve these goals.

Motion 2: *"That the Owners Corporation RESOLVE to seek legal advice, up to the value of $20,000, to consider UP4769's ongoing participation in the Shared Facilities Management Deed, with the Executive Committee reporting back to the Owners Corporation."*

Motion Carried

13 For, 0 Against, 0 Abstain

Item 5: Maintenance and Insurance Claims

MAINTENANCE ISSUES

The meeting noted concerns over the presence of water in the basement resultant from leaks from the stormwater tanks. The Strata Manager advised that works were now underway via the original builder to rectify this issue at their cost.

The meeting noted a report from a resident regarding a leak in the stack from Level 7 to Level 6, with concerns raised over the sealant used during the build which may be problematic. The Executive Committee requested a copy of any reports undertaken with respect to this leak identifying the cause so this can be considered further.

The meeting noted that some residents are having issues with the reliability of garage door remotes, including battery seating issues and range problems, particularly on the upper-level exit boom. This question was taken on notice, with further follow-up to occur with the supplier to pursue any warranty issues and ensure future remote supply is of sufficient quality. The meeting further noted that not all remotes are experiencing these issues.

The meeting noted that there is a single hard-line internet provider to the building via iiNet. The Executive Committee has previously investigated the potential installation of NBN systems, however they did not express any interest in undertaking an installation to the property.

The meeting noted that gas to electric hot water system conversion considerations were underway, with planning to be funded more broadly within the updated Sinking Fund Plan to be considered at the 2024 AGM. The meeting further noted that the Executive Committee will be seeking to enter in to the ACT Government Solar Scheme for Multi-Unit Developments, with quotation processes underway.

INSURANCE CLAIMS
The meeting noted that are no ongoing or outstanding insurance claims.

Item 7: General Business

Nil.

Meeting Closed at 7:42 PM

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions†

A1 The Owners—Units Plan No 4769

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 15/12/23

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).

o **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).

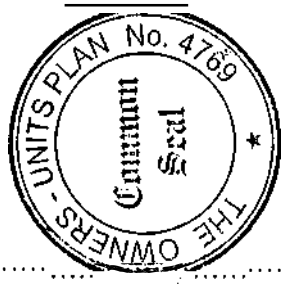
A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
15/12/23	Please refer to 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.



.....26/12/2023

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

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

B2 When does a reduced quorum decision take effect?

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

B3 How may reduced quorum decisions be disallowed?

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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

Midnight Residential

THE OWNERS – UNITS PLAN 4769

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Microsoft Teams on Tuesday 23rd January 2024 at 3:00pm
PRESENT
EXECUTIVE COMMITTEE (EC): Rebecca Armstrong, Rob Mullins, Glenn Luthy, Leah Dwyer, James Iseppi
OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady, Cara Grady, Matthew Connor
APOLOGIES: Luiz Rocha, Nick McCauley

1. Confirmation of Minutes

1.1. The Committee **approved** the minutes of the meeting held 12th December 2023.
1.2. The meeting noted the resignation of Rebecca Armstrong from position of Chair and notes her upcoming exit from the Committee on February 9th 2024
1.3. The meeting voted to install Glenn Luthy as interim Chair of the Committee from Rebecca Armstrong's departure until a future meeting where a Chair will be appointed
1.4. The meeting voted to accept Luiz Rocha as a member of the Executive Committee effective immediately to fill the vacant space left by Rebecca Armstrong's impending departure.

2. Strata Manager's Report

2.1. **Report by Strata Manager**
2.1.1. Defects
2.1.1.1. The meeting **noted** that EC Chair and Michael Grady met with the builder and have reviewed the progress of current defect rectifications and will provide Leo Meng & Associates a list of areas to inspect where items are being rejected by GEOCON and why the items should be the responsibility of GEOCON.
2.1.1.2. Waterproofing of Storage Tank - Update
2.1.1.2.1. The Committee **noted** that the repair to the water storage tanks undertaken by Geocon (via Magnate) has not appeared to be successful and the recent rain events have lead to water flooding into private garage spaces. Waterproofing had been applied to the exterior of the leaking tank and cracks in concrete had been sealed however did not prove completely effective. ONBPS believe the pumps inside the tanks are working however potentially are being slowed by build up of dirt and until the tanks are empty it will not be possible to tell. The committee **agreed** to see the process out with GEOCON though if it is shown that any pumps have failed, or the second tank reaches more than 50% filled capacity the Committee **agrees** to take remedial action. In the interim the Committee **agrees** daily inspection of the tank capacity be recorded by the Building Manager in the Planned Preventative Maintenance document.
2.1.2. Financial Reports
2.1.2.1. The meeting **noted** the financial position is still strong. All reports table are taken as read.
2.1.3. Shared Facilities Agreement

2.1.3.1. The meeting **discussed** the drafted letter from the Executive Committee to Abode with regard to payment of the outstanding amounts for managing the shared facilities. The meeting **noted** improved maintenance of the shared facilities and that historic repairs appear to be being addressed. The meeting **agreed** to a final draft to be sent.

2.1.4. Insurance

2.1.4.1. The meeting **noted** the Executive Committee will continue to pursue costs from the Insurer with regards to historic power outage issues. Draft letters are being created for Committee consideration to lay a path forward.

2.2. **Report by Building Manager**

2.2.1. The meeting **noted** the Programmed Maintenance Register as being up to date and current with all ongoing planned regular maintenance items.

2.2.2. The meeting **noted** the bins on the basement floors are not being emptied with enough regularity to prevent overflow and encourage further dumping. The committee **agreed** these should be improved form emptying once per week to twice per week without further cost to the ongoing services. The committee **agreed** to market test the current scope to confirm if the current service is representative of competitive value.

2.2.3. The Committee **noted** ONBPS have been sought to quote on including major hot water services as part of their planned preventative maintenance.

2.2.4. The meeting **noted** to BM will take a photo of the cracked tile in the lift to send to Geocon and have them help us find a replacement from the building remainders.

2.2.5. The meeting **noted** KONE will install their GSM hardware ahead of the lift phone change over from LiftConnect and the changeover will cause minimal disruption. Signage with emergency services and after hours contacts will be in place through any changeover. Date for changeover will be confirmed.

2.2.6. Switchboard mapping is to be completed by the Building Manager to easily identify which items are powered from which boards and where they are located.

3. Fire Safety

3.1. The meeting **noted** the quote from ONBFS is best to use for budgeting for Passive Fire Inspection next year.

4. Other Business

4.1. The meeting **noted** that Vantage could not source other quotes for ongoing gardening and that Grady Strata have invited CJ Gardens and 4 Gardens to quote for the ongoing services alongside Marsupial.

4.2. The meeting **noted** the guide for residents to adjust their SOU door drop seals is ready to distribute

Meeting Closed: 4:15pm

5. Action List

Action	Responsible	Status
Key audit – January	Nick	
Tile in lift – photo of tile to MC	Nick	
Lift Phone change over – notice for the lifts – any gap in service have 000 as first contact then KONE then BM	Matt	Complete
Images for drop seal notice	Matt	Complete
Bins in basement levels to be emptied twice per week	Matt	
Cleaning contract to go to market test with three alternates and incumbent	Matt	
Change the lock box code now and again regularly. Notify the EC any time it changes. Install a sign out/in register. Keys never to leave site and are for Out of Hours only.	Nick	
Purchase water vacuum	Nick/Mat W	
Garden contract in market test with two alternates	Matt/Cara	
Major hot water to be added to current plumbing scope	Matt	
Next steps in AFCA Dispute	Michael	
Date for lift phone change over	Michael	
Quote for metal angles to be installed to divert water in basement carpark	Nick	

Midnight Residential

THE OWNERS – UNITS PLAN 4769

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Microsoft Teams Wednesday 20th March 2024 at 4:30pm
PRESENT
EXECUTIVE COMMITTEE (EC): James Iseppi, Glenn Luthy, Leah Dwyer, Robert Mullins, Luiz Rocha
OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady, Cara Grady
APOLOGIES: Nick McCauley

1. Confirmation of Minutes

1.1. The Committee **approved** the minutes of the meeting held 23rd January 2024.
1.2. The Committee elected Glenn Luthy as the Committee Chairperson.

2. Strata Manager's Report

2.1. **Report by Strata Manager**

2.1.1. Defects

2.1.1.1. The meeting **noted** that Michael Grady has engaged Leo & Associates to provide a quote for the investigation of the building roof waterproofing defect.

2.1.1.2. Waterproofing of Storage Tank - Update

2.1.1.2.1. The Committee **noted** a quote put forward for the draining of the water tank and servicing of the tank pumps. The Committee **agreed** to place the works on hold while an outcome is reached with Geocon regarding the tank leak. Geocon to reattend after 29th March to determine a new solution.
Grady Strata to seek clarity regarding the effectiveness of the exterior fix and frame communications to focus on the safety risk of the leak. Installation of bunding to be undertaken to prevent water in the more trafficable areas, with reimbursement to be sought from Geocon.

2.1.2. Financial Reports

2.1.2.1. The meeting **noted** the financial reports as provided.

2.1.2.2. The meeting **noted** the arrears list and Grady Strata outlined the debt recovery process, with 3 notices issued at 30, 60, 90 days arrears and referral to collection at 120+ days if no payment or contact is made by the Owner.

2.1.2.3. The meeting **agreed** that Robert Mullins would provide levy due date reminders as part of the new lift bulletin.

2.1.3. Shared Facilities Agreement

2.1.3.1. The meeting **agreed** that Grady Strata are to contact Kristy for backdated invoices for the shared facility.

2.1.3.2. The meeting **agreed** that for transparency the shared facility discussions should include invoices for the work being performed on the shared facility and for justification to be provided regarding the split percentage. The Committee noted that the commercial UP is open to negotiation, with the Committee noting the Management Fee should be discussed.

2.1.3.3. The meeting **agreed** that an annual timeline should be determined to help from a planning perspective. This will help to assist with budget negotiation in preparation for AGM.

2.1.4. Insurance

2.1.4.1. The meeting **noted** that Michael Grady is to present a position paper to the Committee for provision to Geocon and O'neil & Brown Plumbing.

2.1.4.2. The meeting **agreed** that the new valuation report be provided to the broker for updated coverage, noting that the change is from $98 Million to $201 Million.

2.2. **Report by Building Manager**

2.2.1. The meeting **noted** building manager's report as provided.

2.2.2. The meeting **approved** a quote for fire panel battery replacement.

2.2.3. The Committee **approved** a quote for 5 yearly extinguisher replacement provided the commercial/residential split is correct.

2.2.4. The meeting **agreed** that Grady Strata will provide the quotes for Gardening to the commercial managing agent for consideration.

2.2.5. The meeting **noted** that the change over of lift phones is due to be undertaken with KONE on 12th April.

2.2.6. The meeting **noted** the Commercial change in plumbing provider, Grady Strata to seek quotes from ONBPS and Level Plumbing noting that consideration should be given to the information held with ONBPS being the installing contractor.

3. Other Business

3.1. The meeting **noted** that the garage door had been impacted by a residential resident. Grady Strata to follow up with Owner. Grady Strata to determine repair date, with parts currently on order. MSR to investigate returning exit door to service and splitting the entry and exit circuits.

3.2. The meeting **noted** that the CCTV, access control system and parcel connectivity had been integrated and now had oversight by the building manager on his computer. James to undertake a walkthrough with Nick to confirm.

3.3. The meeting **noted** that switchboard mapping was still underway.

3.4. The meeting **discussed** the letter drafted in relation to feedback for Summernats organisers. Leah Dwyer to have input as a supporter of the event.

3.5. The meeting **noted** a complaint regarding a dog barking above the garage entry on the Mort Street side. Nick to investigate location of the dog and the area of the barking to be contacted.

3.6. The meeting **noted** that the cleaner has been missing emptying of the bin on the north east of B2. Building manager to follow up with the cleaning contractor.

3.7. The meeting **agreed** that a Fob and Key audit should be undertaken to ensure building security. Re-keying to be programmed into the sinking fund forecast if large numbers of keys are unable to be accounted for.

3.8. The meeting **discussed** operating efficiency of the Managing Agent, ensuring adequate notifications are being provided to the Committee and residents, ensuring status updates are provided in a timely manner.

Meeting Closed: 6:26pm

Midnight Residential

THE OWNERS – UNITS PLAN 4769

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Microsoft Teams Monday 1st July 2024 at 4:00pm
PRESENT
EXECUTIVE COMMITTEE (EC): James Iseppi, Glenn Luthy, Leah Dwyer, Robert Mullins, Gary Milton
OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady, Cara Grady
APOLOGIES: Luiz Rocha

1. Confirmation of Minutes

1.1. The Committee **approved** the minutes of the meeting held 20th March 2024.
1.2. Gary Milton, after expressing interest in joining the Committee, was nominated by Glenn Luthy to fill the vacant position on the Committee.

2. Strata Manager's Report

2.1. **Report by Strata Manager**
2.1.1. Defects
2.1.1.1. Waterproofing of Storage Tank - Update
2.1.1.1.1. The Committee **noted** the bunding installed on B2 has held up and preventing the spread of water throughout the adjacent garage, however further water is accumulating on B3. Building manager to wet vac focusing on B3 overflow.
2.1.2. Financial Reports
2.1.2.1. The meeting **noted** the financial reports as provided.
2.1.2.2. The meeting **noted** the arrears list and Grady Strata outlined the debt recovery process, with 3 notices issued at 30, 60, 90 days arrears and referral to collection at 120+ days if no payment or contact is made by the Owner.
2.1.2.3. The meeting **agreed** to set up a term deposit for a rolling 3 month period at $600,000.
2.1.3. Shared Facilities Agreement
2.1.3.1. The meeting **noted** that Grady Strata are following up Midnight Hotel for the shared facilities budget in preparation for the AGM.
2.1.4. Commercial & Hotel Impact Items
2.1.4.1. The meeting **discussed** the invoices provided by Midnight Hotel, related to the foyer cleaning. It was agreed that the inclusions need to be transparent for an agreement to be reached regarding the cleaning of these spaces. Grady Strata to negotiate with Midnight Hotel to determine the scope.
2.1.4.2. The meeting **agreed** that payment of 50% of the total of each invoice would be made as a gesture of good faith while the discussions of the scope are underway.
2.1.4.3. The meeting **noted** the position paper provided by Glenn Luthy for the implementation of a memorandum of understanding in relation to shared cost items outside of the shared facilities deed. The meeting agreed that competitive tender processes should be part of the MOU. This would apply to shared costs with both the Commercial UP and the Hotel.
2.1.4.4. The meeting **noted** the Hotel Managers use of the Facebook group to share information regarding the hotel boom gate. The

Committee agreed this method of communication was not appropriate and that all correspondence should be emailed to the managing agent for distribution.

2.1.4.5. The meeting **discussed** the hotels notice of intention to charge individuals who are unable to exit the carpark through the boom gate due to call volumes following the removal of Wilson's Parking. The Committee agreed to review the draft communication from Cara Grady for approval to send to the Hotel, as the easement across the driveway should prevent restricted access.

2.1.4.6. The meeting **agreed** for Grady Strata to proceed with approval for the commercial to engage Marsupial Horticulture for garden servicing and the agreed replanting program.

2.1.4.7. The meeting **noted** Geocon would be attending to a leak from the pool area to the residential bin room.

2.1.5. Insurance

2.1.5.1. The meeting **noted** that Michael Grady will be drafting letters of demand to Geocon and O'Neil and Brown Plumbing in relation to the recovery of costs related to the power outage.

2.2. **Report by Building Manager**

2.2.1. The meeting **noted** building manager's report as provided.

2.2.2. The meeting **noted** that the changeover of lift telephones from LiftConnect to KONE has been completed.

2.2.3. The meeting **agreed** that the Building Manager would commence a fob and remote audit following a look into the system indicating the old managing agency was utilising a remote.

2.2.4. The meeting **noted** that the switchboards had been mapped on the boards directly, with a master document underway.

3. Other Business

3.1. The meeting **noted** that Robert Mullins would draft a new lift notice and advise of the upcoming access device audit.

3.2. The meeting **agreed** that Grady Strata are to contact MSR to have the old garage door leaf disposed of from on top of the B2 storage cages.

3.3. The meeting **agreed** that Cara Grady should gain insight from MSR regarding motor burnout prevention measures in the case of an impacted door.

3.4. The meeting **discussed** methods of surveying residents and how to source appropriate data for use in shaping the Committee decisions.

3.5. The meeting **discussed** if Grady Strata would be willing to offer property management services for the Midnight building to enhance consistency in messaging to residents. This is not something Grady Strata are exploring at this time.

3.6. The meeting **agreed** that the next meeting be held 19th August to prepare for the AGM.

Meeting Closed: 5:48pm.

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions†

A1 The Owners—Units Plan No 4769

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 30th September 2024

Tick applicable box, or both boxes if applicable:

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

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

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
30 September 24	

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.

.....14th October 2024

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

THE OWNERS - UNITS PLAN No. 4769 Common Seal

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

B2 When does a reduced quorum decision take effect?

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

B3 How may reduced quorum decisions be disallowed?

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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

ANNUAL GENERAL MEETING
'MIDNIGHT RESIDENTIAL'
UNITS PLAN 4769
1 ELOUERA ST, BRADDON

Meeting Location: The Conservatory, Midnight Hotel on **Monday 30 September at 5:30pm**.

Commenced: 5:30PM

Quorum: As there were not enough members present to constitute a quorum the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Reopened: 6:00PM

Appointment of Chair: Glenn Luthy as the outgoing Chair of the Executive Committee was appointed Chair of the Annual General Meeting.

Present: Representatives for Lots 10, 119, 120, 149, 161, 181, 186, 208, 209, 212, 229

Proxies: 81, 213

Absentee Voting Forms for Lots: NIL

Item 1: Previous Minutes

Motion 1: *"That the minutes of the Annual General Meeting held on 10th August 2023 be confirmed as an accurate record of that meeting."*

Motion Carried

Item 2: 2023/24 Financial Statements & Reports

The Owners Corporation noted that the financial statements presented have been audited by Hardwickes Accounting in accordance with the legislative requirements for Owners Corporation the size of Midnight Residential, with no significant findings or notes of relevance.

The meeting noted that at the End of Financial year (EOFY) there is a surplus which may allow for project work to be undertaken throughout the course of the coming year.

Motion 2: *"That the Owners Corporation adopt the audited financial statements for the financial year ended 30th June 2024"*

Motion Carried

Item 3: 2024/25 Budget

The meeting noted that review of the shared facilities budget has been ongoing, however the goal to obtain further transparency of quotes and costs has been successful, with the hotel now providing copies of invoices and quotes for work.

The goal for the coming year is to establish a memorandum of understanding with the commercial Unit Plan and Hotel to agree on shared items outside the shared facilities agreement, such as cleaning and gardening.

Motion 3: *"That the Owners Corporation RESOLVE to adopt an administrative budget of $684,626 (plus GST) and a sinking fund budget of $279,576.39 (plus GST) for the 2024/2025 financial year and RESOLVE to strike four equal levies equal to the sum of the budgets to fall due on the 28th October 2043, 4th December 2024, 4th March 2025 and 4th June 2025"*

Motion Carried

Item 4: Executive Committee Appointment

Motion 4*: "That the Owners Corporation RESOLVE to create 6 Executive Committee positions and appoint Glenn Luthy, Leah Dwyer, James Iseppi, Robert Mullins, Gary Milton and Tracy Ross to serve as executive committee members until the next Annual General Meeting in accordance with Section 39 of the Unit Titles (Management) Act 2011"*

Motion Carried

Item 5: Delegations, Maintenance, Defects, Fire and Insurance Claims

DELEGATIONS, AUTHORISATIONS AND APPOINTMENTS
The meeting noted that the only delegations, authorisations or appointments in force outside of those undertaken by the Executive Committee existed in the contract between the Owners Corporation and Grady Strata, with a copy of that contract available upon request.

MAINTENANCE ISSUES & CONTRACTS
The meeting noted that there is a smell on level 4 that requires investigation. The smell is a distinct chemical smell, Grady Strata Building Manager to try and locate the source of the smell.

The meeting noted that the carpet in front of the bin rooms and lifts is becoming quite stained and has a smell. Grady Strata to investigate the cost of change between carpet tiles and tiles for the Executive Committee to assess allocation of surplus to a solution and assess if the replacement of carpet to this area can be moved forward in the sinking fund forecast.

The meeting noted that the walls, doors and door frames have become quite scratched and worn in areas. Grady Strata to look at the sinking fund forecast and assess if repainting works can be moved forward in the plan. Grady Strata to gain quotes for painting.

The meeting noted that a faulty heat exchange pump for the hot water bank has recently been replaced following reports of hot water interruption. Owners to contact Grady Strata is hot water outages are occurring.

The meeting noted that the garage remotes were of poor quality and the screws frequently come loose and resulting in individuals being stuck without access. The meeting has asked that the Executive Committee consider changes to the rules surrounding remotes, to allow units to order a spare remote over the number of car spaces possessed by the unit.

The meeting noted that the stormwater retention tanks are currently undergoing waterproofing repair works through Geocon and the builder has been responsive to finalising the defects in line with the defect report. Bunding has been applied around the areas to temporarily redirect water away from the surrounding walkways.

The meeting noted the number of fire alarms occurring within the building, particularly resonating from the commercial unit plan. Grady Strata to speak to the Commercial Unit Plan in regard to sensitivity levels of the thermal detectors.

MAINTENANCE PLAN
The meeting noted that a copy of the maintenance plan is available via Grady Strata.

STRUCTURAL DEFECTS
The meeting noted that Geocon is actively resolving outstanding common property and individual unit defects collaboratively with the Executive Committee.

FIRE SAFETY REVIEW
The meeting noted that the buildings fire systems are maintenance by O'Neil and Brown Fire in accordance with the relevant Australian Standards.

INSURANCE CLAIMS
The meeting noted that there are currently no open insurance claims.

Item 6: Insurance

Motion 5*: "That the Owners Corporation agree to authorise the Managing Agent to renew and adjust the building insurance policy via consultation and instruction from the Executive Committee."*

Motion Carried

Item 7: General Business

The meeting discussed the current surplus and projects that can be undertaken around the residential portions of the building as improvements.

Items that were agreed for further consideration of the Executive Committee:

- *Solar*
- *EV charging*
- *Wall guards/trims around the entries to the lifts*
- *Lift blankets as an option for moving residents unable to access the service lift*

The meeting noted that the service lift move in move out policy and booking requirements be reviewed by the Executive Committee.

The meeting noted the early arrival of the commercial garbage servicing trucks early in the morning disturbing residents in adjacent units. Grady Strata to speak with the Commercial management to see if the timing of the collections can be adjusted.

The meeting noted the restriction of internet connections only to iinet. Grady Strata to investigate options for more competitive rates in comparison to other providers.

The meeting discussed the residential access to the gym and pool, noting that access is restricted for residential units between 6:00am and 10:00pm. Grady Strata to speak to the hotel in regard to the upkeep of the residential gym equipment.

Meeting Closed at 6:35 PM

Midnight Residential

THE OWNERS – UNITS PLAN 4769

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Microsoft Teams Wednesday 15th January 2025 at 4:00pm
PRESENT
EXECUTIVE COMMITTEE (EC): James Iseppi, Glenn Luthy, Robert Mullins, Tracy Ross
OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady, Cara Grady
APOLOGIES: Gary Milton, Leah Dwyer

1. AGM Debrief

1.1. The Committee **elected** the following office bearers positions:
Chairperson – Glenn Luthy
Treasurer – James Issepi
Secretary – Robert Mullins

2. Strata Manager's Report

2.1. **Solar & EV**

2.1.1. The Committee agreed to investigate an individual solar system for the residential strata plan, including a proposed hot water preheating solution to enable to Owners Corporation to enter the ACT Government Solar Grant Scheme.

2.1.2. The Committee approved for a power assessment to be undertaken in preparation for assessment of EV charging capability on site to map future installation options.

2.1.3. The Committee agreed for the Strata Manager to approach Actew & ACT Government to determine if the public parking on Mort street would be available for conversion of electric vehicle charging.

2.1.4. The Committee reviewed unit 423's application to install an electric vehicle charger and agreed until a roadmap was in place and electricity availability was better known that any EV applications would be on hold.

2.2. **Report by Strata Manager**

2.2.1. Defects

2.2.1.1. Waterproofing of Storage Tank - Update

2.2.1.1.1. The Committee **noted** the repairs to the water tanks had been undertaken and inspected by Leo & Associates, with engineer Leo Meng confirming the repairs appear successful. Grady Strata to monitor for any signs of additional leaking.

2.2.1.1.2. The Committee noted the leak on level 8 is still ongoing due to roof drainage issues, however Geocon are continuing to assess.

2.2.2. Financial Reports

2.2.2.1. The meeting **noted** the financial reports as provided.

2.2.3. Shared Facilities Agreement

2.2.3.1. The meeting **discussed** the proposal from G Luthy for a tracking sheet to be established to record ongoing goodwill items toward the hotel, as the hotel noted issues with the residential unit plan off the back of budget negotiations.

2.2.3.2. The meeting **agreed** that a business case be explored for Building Management hours to be extended to work in with the commercial unit plan.

2.2.4. Commercial & Hotel Impact Items

2.2.4.1. The meeting **discussed** the process for use of the service lift, noting that the hours for move in and out were limited. Building Manager to discuss service lift access with the hotel staff to determine alternate arrangements to allow longer access periods, or access on shorter notice when the building manager is not available.

2.2.4.2. The meeting **agreed** to approach the hotel regarding placement of luggage trolley's to ensure access to residential easement areas is not impacted.

2.2.4.3. The meeting **noted** the ongoing correspondence regarding the hotel exploring charges for carpark exit when calling the hotel for access on the intercom gate intercom. The Committee **agreed** that fair and reasonable access is required to the easement, and the gate was installed to the easement without negotiation with the residential unit plan. C Grady to contact the hotel regarding the reasonableness of implementing charges for exit.

2.2.4.4. The meeting **noted** the leak from the hotel pool into the bin room was still present.

2.2.4.5. The meeting **discussed** the noise transfer from the hotel Gym to units above, including within the hotel. C Grady has provided the hotel with details on acoustic gym flooring that has been successfully implemented on other sites under Grady management so they can investigate if this is an option to reduce transfer.

2.2.5. Insurance

2.2.5.1. The meeting **noted** that Michael Grady will be drafting letters of demand to Geocon and O'Neil and Brown Plumbing in relation to the recovery of costs related to the power outage.

2.3. **Report by Building Manager**

2.3.1. The meeting **noted** building manager's report as provided.

2.3.2. The meeting **agreed** that metal protective strips can be installed outside the lifts with a maximum budget of $5000.

2.3.3. The meeting **agreed** that the Building Manager would source carpet tile quotes for discussion at the next EC meeting.

2.3.4. The meeting **agreed** that the Building Manager is to undertake patching and painting of obvious holes and scratches in the hallway walls, with full painting to be explored in the future.

2.3.5. The meeting **agreed** to the proposed new cleaning scope, with quotes to be presented at the next meeting. Any areas that should be covered under by the commercial, should be considered as a contribution under the shared cleaning agreement.

2.3.6. The meeting **approved** the window cleaning to proceed in February.

2.3.7. The meeting **agreed** that the lock on the corridor door on the Northbourne side be investigated and fixed, determination of why the door has been left unlocked to be explored, with access options for couriers to be addressed.

2.3.8. The meeting **agreed** for a new bin matching the hotels bin to be placed in the mailbox area for junkmail.

2.3.9. The meeting **agreed** that notices be placed on items being stored on top of basement storage cages, with any items not moved by the next bulky waste collection to be removed and disposed of.

3. Other Business

3.1. The meeting **noted** the replacement of the basement sump pumps following the last overflow, with O'Neil and Brown undertaking labelling of the applicable residential and commercial pumps.

3.2. The meeting **agreed** for C Grady to request a copy of the commercial fire plan to confirm a plan is in place following unauthorised announcements over the fire system. The meeting noted that the residential unit plan does not require an evacuation plan as there are no commercial premises in the plan.

3.3. The meeting **agreed** that a parcel delivery fact sheet be put together, with alternate storage options for overflow parcels to be implemented.

3.4. The meeting **noted** their thanks for the additional cardboard and paper trash packs over the Christmas period to assist with overflow recycling.

Meeting Closed: 6:41pm

ANNUAL GENERAL MEETING
'MIDNIGHT RESIDENTIAL'
UNITS PLAN 4769
1 ELOUERA ST, BRADDON

Meeting Location: The Conservatory, Midnight Hotel on **Thursday 30 October at 5:30pm**.

Commenced: 5:30PM

Quorum: As there were not enough members present to constitute a quorum the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Reopened: 6:00PM

Appointment of Chair: Glenn Luthy as the outgoing Chair of the Executive Committee was appointed Chair of the Annual General Meeting.

Present: Representatives for Lots 201, 231, 330, 507, 617, 622, 706, 711, 803, 823

Proxies: 110, 806

Absentee Voting Forms for Lots: 709

Item 1: Previous Minutes

Motion 1: "*That the minutes of the Annual General Meeting held on 30th September 2024 be confirmed as an accurate record of that meeting."*

Motion Carried

Item 2: 2024/25 Financial Statements & Reports

The Owners Corporation noted that the financial statements presented have been audited by Hardwickes Accounting in accordance with the legislative requirements for Owners Corporation the size of Midnight Residential, with no significant findings or notes of relevance.

Motion 2: *"That the Owners Corporation adopt the audited financial statements for the financial year ended 30th June 2025"*

Motion Carried

Item 3: 2025/26 Budget

The meeting noted that there has been a reduction in the cost of the shared facilities based on the prior years actual expenditure, however the EC will continue to ensure that transparency is maintained, with the hotel now providing copies of invoices and quotes for work. The commercial stake holders have now agreed to sit down and meet regarding a memorandum of understanding for broader shared items in around the complex.

Motion 3: *"That the Owners Corporation RESOLVE to adopt an administrative budget of $716,150 (plus GST) and a sinking fund budget of $287,963.70 (plus GST) for the 2025/2026 financial year and RESOLVE to strike four equal levies equal to the sum of the budgets to fall due on the 28th November 2025, 4th January 2026, 4th March 2026 and 4th June 2026"*

Motion Carried

Item 4: Executive Committee Appointment

Motion 4*: "That the Owners Corporation RESOLVE to create 9 Executive Committee positions and appoint Glenn Luthy, Leah Dwyer, James Iseppi, Robert Mullins, Gary Milton, Tracy Ross, Tanya Costin, Nick Tzafaris and Robert Watson to serve as executive committee members until the next Annual General Meeting in accordance with Section 39 of the Unit Titles (Management) Act 2011"*

Motion Carried by Special Resolution

Item 5: Delegations, Maintenance, Defects, Fire and Insurance Claims

DELEGATIONS, AUTHORISATIONS AND APPOINTMENTS
The meeting noted that the only delegations, authorisations or appointments in force outside of those undertaken by the Executive Committee existed in the contract between the Owners Corporation and Grady Strata, with a copy of that contract available upon request.

MAINTENANCE ISSUES & CONTRACTS
The meeting noted the plans to investigate tiles on level 1 due to the ongoing issues with wet carpet coming from the pool. The meeting noted that the tiles should be as hardy as possible to prevent cracking and chipping. The meeting noted that carpet tiles are being investigated for the upper levels as an alternative. An Owner suggested that laminate also be investigated.

The meeting noted the installation of protective barriers to the corners of the lift exits and requested the same are installed on Basement Level 2 & 3.

The meeting discussed an ongoing electrical smell on Basement Level 1. C Grady to approach the Commercial Manager for details on the EV charging compliance certificates to ensure all electrical items are being tested and tagged to reduce risk.

The meeting noted that the wall adjacent to the water retention tanks requires painting, C Grady to arrange painting of the wall.

The meeting discussed the interface between the boom gate and roller door out of normal business hours, noting that when the gate is out of order it can cause the garage door to be unresponsive to remote prompts. C Grady to discuss with hotel.

MAINTENANCE PLAN
The meeting noted that a copy of the maintenance plan is available via Grady Strata.

DEFECTS
The meeting noted that Geocon is actively resolving outstanding common property and individual unit defects collaboratively with the Executive Committee.

The meeting noted that some of the seals from the glass balustrades have begun to delaminate, C Grady to arrange quotes for abseil inspection of all glass across the residential portion of the building.

The meeting noted correspondence received regarding passive fire items across the midnight building, enquiring if an independent passive fire inspection had been undertaken. The meeting noted that independent certification should have been undertaken at the time of build, however C Grady will request a quote from O'Neil and Brown fire for a full passive fire inspection to include penetrations and fire doors.
Thermal detectors are tested on an as available basis, with the contractor door knocking for available apartments to test, C Grady to follow up with the fire contractor for full testing to be undertaken.

The meeting noted the ongoing cat related smell on level 2, with cats being spotted on common property. The Building Manager is in the process of narrowing down the source of the smell so a rule infringement notice can be issued. The fresh air intake fans are being inspected to ensure they are operating in this area.

FIRE SAFETY REVIEW
The meeting noted that the buildings fire systems are maintenance by O'Neil and Brown Fire in accordance with the relevant Australian Standards.

The meeting noted announcements made over the fire evacuation system which they believe may not have been the brigade. C Grady to follow up with the Commercial Unit Plan regarding fire evacuation training to ensure there is no unauthorised use of the system.

INSURANCE CLAIMS
The meeting noted that there is currently one open claim from a leak.

The meeting noted the $10,000 water related claim excess and that wood floors are not covered under the current policy. The meeting agreed this be noted in the minutes for Owners consideration under their contents insurance.

Item 6: Insurance

Motion 5*: "That the Owners Corporation agree to authorise the Managing Agent to renew and adjust the building insurance policy via consultation and instruction from the Executive Committee."*

Motion Carried

Item 7: Management Agreement

Motion 6: *"That the Owners Corporation authorise the Executive Committee to enter into a written management agreement appointing Grady Strata & Facilities Pty Ltd as follows:*

(a) A contract be negotiated with Grady Strata & Facilities Pty Ltd 'Agent', on broadly the same terms as the current Strata Management and Building Management contracts, to provide services as Strata Manager and Building Manager of Units Plan 4769 for a period of 1 year commencing at the conclusion of the existing agreement.

(b) The Owners Corporation/Executive Committee delegates to the Agent some of its functions [other than those prohibited by legislation].

The delegation mentioned in subsection (b) is subject to the conditions and limitations set out in the Contract between the Owners Corporation and the Agent and in the Unit Titles (Management) Act 2011."

Motion Carried

Item 8: Solar Grant Scheme

The meeting discussed the proposed solar installation, noting that a hot water preheater would be used to obtain entry into the ACT Government solar grant scheme, to offset the cost of gas to keep the water in the buildings recirculation system heated.

***Motion 7**: "That the Owners Corporation approve the installation of an 99.76 kW rooftop solar electricity system at Midnight at a cost of no more than $141,968 ex GST, to support residential common area electricity use."*

Motion Carried

***Motion 8**: (Subject to Motion 7 being carried) "That the EC is authorised to invest money from the Admin Surplus with the remainder coming from the Sinking Fund for the solar project and repay these annually from common area electricity power cost savings until fully recovered".*

Motion Carried by Special Resolution

***Motion 9:** "That Midnight Apartments (1 Elouera Street, Braddon, ACT, UP4769) agrees to take part in the ACT Government Solar for Apartments Program and agrees to the Program Terms and Conditions (link)."*

Motion Carried by Special Resolution

***Motion 10:** "That Midnight Apartments (1 Elouera Street, Braddon, ACT, UP4769) agrees to proceed with the preferred quote (EPC Solar – 99.76 kW Solar Proposal – QN9884, 16 October 2025 with possible minor amendments accounting for panel placement) subject to receiving written confirmation of Funding Approval (as per section 6.3.3 of the ACT Government Solar for Apartments Program Terms and Conditions, link). This makes sure that all Program processes have been followed as required and we have no missing links."*

Motion Carried by Special Resolution

***Motion 11**: "That the Owners Corporation authorise for gas and electricity consumption figures to be shared with the applicable ACT Government related parties for the purpose of achieving entry into the Solar Grant Scheme."*

Motion Carried by Special Resolution

Item 9: General Business

The meeting discussed the leaks occurring from unit tempering valves, with recent repair costs for a single event exceeding $3000 and agreed that the Owners Corporation would arrange plumbing health checks for all units at the Owners Corporation expense.

The Owner of Unit 330 raised the following motion from the floor, seconded by the Owner of Unit 201:

Motion 12: *"That the Owners Corporation agree to undertake a plumbing health check program on behalf of all Owners and that resultant repair costs will be the responsibility of individual lot Owners, to be on charged by the Owners Corporation."*

Motion Carried by Special Resolution

The meeting agreed to adopt a corresponding rule proposed by the Owner of Unit 330 and seconded by the Owner of Unit 201:

Motion 12: *"That the Owners Corporation adopt a rule as follows:*
Plumbing Audits and Remedial Works
(a) ***Audit authority.*** *On at least 7 days' written notice (or immediately in an emergency), the Owners Corporation may enter a Lot to carry out a plumbing audit.*
(b) ***Report and owner obligation.*** *The Owners Corporation will provide the Owner with the audit report. The Owner must, within the timeframe stated in the notice (not less than 14 days unless an emergency), complete any repairs/maintenance identified that are the Owner's responsibility under the Default Rules to keep the Lot and its services in good repair.*
(c) ***Failure to comply.*** *If the Owner does not complete the work within the stated timeframe, the Owners Corporation may do the work, enter the Lot for that purpose, and recover its costs from the Owner as a debt together with interest in accordance with the Rules.*
(d) ***Access.*** *For the purposes of this rule, the Owners Corporation and its contractors may enter and pass through the Lot with tools and materials at reasonable times on notice, or immediately in an emergency."*

Motion Carried by Special Resolution

The meeting noted ongoing issues with smoke drift from unit to unit, C Grady to issue a further building wide notice specifying unit responsibility to ensure smoke does not permeate adjacent units.

Meeting Closed at 7:14 PM

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions†

A1 The Owners—Units Plan No 4769

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 30 October 2025

Tick applicable box, or both boxes if applicable:

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

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

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
30 October 2025	

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.

13 November 2025

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



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

Unauthorised version prepared by ACT Parliamentary Counsel's Office

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

B2 When does a reduced quorum decision take effect?

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

B3 How may reduced quorum decisions be disallowed?

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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

Midnight Residential

THE OWNERS – UNITS PLAN 4769

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Microsoft Teams Wednesday 4th February 2026 at 4:00pm
PRESENT
EXECUTIVE COMMITTEE (EC): James Iseppi, Glenn Luthy, Robert Mullins, Tracy Ross, Leah Dwyer, Tanya Costin
OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Cara Grady, Brad Ellis
APOLOGIES: Gary Milton, Nik Tzafaris, Robert Watson

1. EC Management

1.1. The Committee **elected** the following office bearers positions:
Chairperson – Tracy Ross
Treasurer – Glenn Luthy
Secretary – James Issepi

1.2. The Committee noted the proposed task tracking table to be attached to bi-monthly meeting agendas and agreed it would assist in accountability and tracking of tasks in advance of EC meetings. The list should be added to a OneDrive as read only and the link provided to all EC members, with updates to be coordinated by C Grady.

2. Building Managers Report

2.1. **Action List**

2.1.1. The EC noted the progress made on defects with Geocon, noting that the sprinkler damage on Basement 3 from several years ago and the roof drainage are still to be addressed. The Committee agreed the Grady Strata are to compile the detail on the sprinkler activation to provide to Geocon if they do not accept responsibility for the works.

2.1.2. The EC noted complaints of noise transfer from the level 1 gym into surrounding units, noting that C Grady has been liaising with the hotel regarding the noise. The EC agreed for Grady Strata to source costing of acoustic flooring to determine coverage under the shared facilties deed. C Grady to reach out to the hotel to ensure guests are aware of the larger, soundproofed facilities on the lower level to reduce noise.

2.1.3. The Committee noted the provided tiling and carpet tile quotes for the residential areas, focusing first on the lift lobby areas. The Committee agreed that non slip tiles would be more appropriate for level 1 due to moisture from the pool, while carpet tiling may be preferable for upper levels following the success of the level 7 replacement. C Grady to provide table of quotes for consideration out of session.

2.1.4. The Committee discussed the performance of the new cleaning contractor, noting there has been notable improvement. The Committee noted that the glass cleaning, B2 & B3 bins are to be addressed more thoroughly, with the lifts to be cleaned on a daily basis. The Committee requested that bigger bin liners are used for the recycling bins.

2.1.5. The Committee agreed to proceed with an access control audit, with James Issepi to outline to Grady Strata the process to be followed. The Committee agreed that Owners and Residents be given 4 weeks to respond.

2.1.6. The Committee agreed that the balustrade abseil inspection of glass seals would take place with the upcoming window cleaning as the abseil technicians will be on site.

3. Strata Manager's Report

3.1. **AFCA Dispute**

3.1.1. The Committee agreed that a figure for the costs of the AFCA dispute be determined for a letter of demand, with a credit to be sought from the applicable contractor.

3.2. **AGM Action Items**

3.2.1. The Committee reviewed the quotes from O'Neil and Brown Plumbing and Watertight for plumbing audits and valve replacements following the decision of the 2025 AGM. The Committee agreed that Watertight would be the preferred contractor, but C Grady to contact Watertight to determine if sharper pricing could be achieved for the large scale of work.

3.2.2. The Committee noted the quote for a passive fire inspection from O'Neil and Brown and agreed to source a quote from 360 Fire for a comparative.

3.3. **Financial Reports**

3.3.1. The Committee noted the provided financial reports. The Committee noted that direct debit's can be established for levy payments with the Grady Strata levies team.

3.4. **Shared Facilities**

3.4.1. The Committee noted that the Commercial unit plan is willing to enter discussions regarding a memorandum of understanding for the shared spaces between the residential and commercial unit plan, separate from the shared facilities deed with the hotel.

3.4.2. The Committee agreed that Glenn Luthy and James Issepi would represent the EC as part of the memorandum discussions. Glenn and James will meet with Grady to

3.4.3. The Committee noted that the relationship between the residential unit plan and the hotel has been positive through the end of 2025 to now, with the hotel manager working well to achieve shared outcomes that benefit both parties.

4. Other Business

4.1. The Committee noted the application for a privacy screen on the balcony of a Mort Street facing unit, the Committee agreed that the screen proposed does not fit in with the building rules, with the Committee to explore an alternative, standardised screen, for pre approval.

4.2. The Committee noted that the solar grant application has been undertaken, with the ACT Government determining the grant numbers for Midnight. James Issepi to review the solar panel placement for update with EPC Solar.

4.3. The Committee agreed that a QR code to an online pet registration form be provided for use in the next newsletter to make registering pets in the building simpler.

4.4. The Committee agreed that the next meeting will be held 1st April.

Meeting Closed: 6:07pm

FIRST CALL PROPERTY INSPECTIONS

This portfolio includes:

- **ENERGY EFFICIENCY RATING (EER) REPORT**
- **INSURANCE CERTIFICATE**
- **INVOICE**

For the property:

816/1 Elouera Street Braddon ACT 2612

e-inspections@fcpi.com.au
p - 0447 201 190
P.O. Box 5046 Chisholm ACT 2905
ABN 51602744927

FirstRate Report

ACT HOUSE ENERGY RATING SCHEME
14 points 5.5 stars
16-12-2025
JAMES MELI Lic 2009235
Building Assessor - Class A Energy Efficiency

HOUSE ENERGY RATING

YOUR HOUSE ENERGY RATING IS: ★★★★★☆ **5.5 STARS**
in Climate: 24

SCORE: 14 POINTS

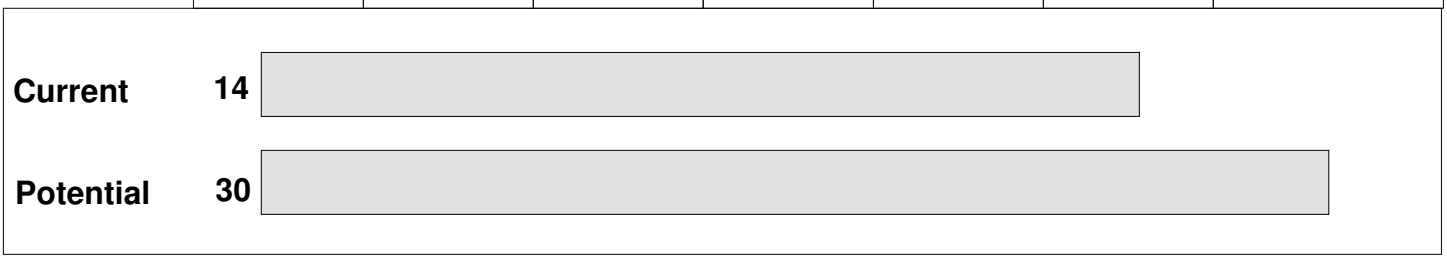
Name:	Paul Robbie	**Ref No:**	20251066
House Title:	Unit 816 B36 S18 Braddon	**Date:**	16-12-2025
Address:	816/1 Elouera Street		
	Braddon		2612
Reference:	Z:\UNIT 816 B36 S18 BRADDON		

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**



Incorporating these design options will add the additional points required to achieve the potential rating shown in the table Each point represents about a 1% change in energy efficiency. This list is only a guide to the range of options that could be used.

Design options		**Additional points**
Change curtain to	Heavy Drapes & Pelmets	16

ORIENTATION

Orientation is one of the key factors which influences energy efficiency. This dwelling will achieve different scores and star ratings for different orientations.

Current Rating	**30**	★★★★★★

Largest windows in the dwelling;

Direction : ESE

Area : 23 m²

The table below shows the total score for the dwelling when these windows face the direction indicated.

Note that obstructions overshadowing windows have been removed from all windows in these ratings to allow better comparisons to be made between orientations.

ORIENTATION	POINT SCORE	STAR RATING
1. East	**30**	★★★★★★
2. South East	**23**	★★★★★★
3. South	**14**	★★★★★☆
4. South West	**10**	★★★★★
5. West	**5**	★★★★★
6. North West	**7**	★★★★★
7. North	**28**	★★★★★★
8. North East	**37**	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: **Unit 816 B36 S18 Braddon, 816/1 Elouera Street, Braddon**

Assessor's Name: **James Meli**
Net Conditioned Floor Area: **79.7 m²**

Feature						Points		
						Winter	Summer	Total
CEILING						**8**	**0**	**8**
Surface Area:	0	Insulation:	8					
WALL						**6**	**0**	**5**
Surface Area:	5	Insulation:	1	Mass:	-1			
FLOOR						**22**	**-5**	**18**
Surface Area:	16	Insulation:	-2	Mass:	4			
AIR LEAKAGE (Percentage of score shown for each element)						**6**	**0**	**6**
Fire Place	0 %	Vented Skylights	0 %					
Fixed Vents	0 %	Windows	34 %					
Exhaust Fans	32 %	Doors	15 %					
Down Lights	0 %	Gaps (around frames)	18 %					
DESIGN FEATURES						**0**	**0**	**0**
Cross Ventilation	0							
ROOF GLAZING						**0**	**0**	**0**
Winter Gain	0	Winter Loss	0					
WINDOWS						**-8**	**-20**	**-28**

Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
NNE	13	17%	-19	11	-3	0
ESE	23	29%	-37	21	-17	0
Total	37	46%	-56	32	-20	-28

* 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 4 points			Winter	Summer	Total
RATING	★★★★★★	**SCORE**	**34**	**-25**	**30***

*** includes 21 points from Area Adjustment**

Detailed House Data

House Details

ClientName	Paul Robbie
HouseTitle	Unit 816 B36 S18 Braddon
StreetAddress	816/1 Elouera Street
Suburb	Braddon
Postcode	2612
AssessorName	James Meli
FileCreated	16-12-2025

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	15.5m²
2	Suspended Slab	Enclosed	No	Yes	No	Carp	R0.0	67.5m²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Concrete 150mm Ext	No	R1.0	11.3m	2.5m
2	Framed: Metal Clad	No	R1.0	12.8m	2.5m
3	Weatherboard	Yes	R0.0	27.6m	2.5m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Framed	No	Yes	R5.5	83.0m²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	ESE	2.5m	3.5m	No	DG2	ALIMPR	CW	No	0.0m	0.0m	0.0m
2	NNE	2.5m	3.5m	No	DG2	ALIMPR	CW	No	2.4m	2.4m	0.0m
3	ESE	2.5m	1.9m	No	DG2	ALIMPR	NC	No	3.7m	3.7m	0.3m
4	ESE	2.5m	3.9m	No	DG2	ALIMPR	CW	No	0.0m	0.0m	0.0m
5	NNE	2.5m	1.8m	No	DG2	ALIMPR	HB	No	0.0m	0.0m	0.0m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	ESE	2.5m	3.5m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	1.0m	0.0m
2	NNE	2.5m	3.5m	2.5m	2.4m	3.7m	0.0m	2.4m	0.0m	0.0m	0.0m
3	ESE	2.5m	1.9m	0.0m	0.0m	0.0m	0.0m	3.7m	0.3m	3.7m	0.0m
4	ESE	2.5m	3.9m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	1.0m	6.0m
5	NNE	2.5m	1.8m	2.5m	0.6m	2.0m	0.0m	0.6m	0.0m	0.0m	0.0m

Zoning Details

Is there Cross Flow Ventilation ?	Average

Air Leakage Details

Location	Suburban
Is there More than One Storey ?	No
Is the Entry open to the Living Area ?	Yes
Is the Entry Door Weather Stripped ?	Yes
Area of Heavyweight Mass	0m²
Area of Lightweight Mass	0m²

	Sealed	UnSealed
Chimneys	0	0
Vents	0	0
Fans	3	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	0
External Doors	1	0

Unflued Gas Heaters	0
Percentage of Windows Sealed	90%
Windows - Average Gap	Small
External Doors - Average Gap	Small
Gaps & Cracks Sealed	Yes

CGU Professional Risks Insurance
Level 7, 181 William Street, Melbourne Vic 3000
GPO Box 4609, Melbourne Vic 3001
T 03 9601 8222 **F** 03 9602 5255

Certificate of Currency

Policy Number BP20200497

Item 1 **The Insured:** First Call Property Inspection Pty Ltd
T/As First Call Property Inspection

Item 2 **Address:** PO Box 5046,
Chisholm ACT 2905

Item 3 **Professional Services covered by this policy:**
Pre-Purchase Building Inspections (AS4349.1)
Pre-Sale Inspections
Handover Inspections
Compliance Reports
Timber Pest Inspections (AS4349.3)
Termite Management including inspections (AS3660.2)
Energy Efficiency Rating

Item 4 **Description of the Policy:** Professional Indemnity & Broadform Liability (CGU PIB 03-17)

Item 5 **Period of Insurance:** From 11/02/2025 To 4.00 pm on 11/02/2026

Item 6 **Particulars of Risk:**

Civil Liability Professional Indemnity

6.1 The Policy Limit is	$1,000,000	which includes all policy sections
6.2 The Policy Excess is	$15,000	
6.3 The Retroactive Date is	06/02/2015	

Public Liability

6.4 Sum Insured	$10,000,000
6.5 Excess	$2,500

Date and Place of Issue 14/02/2025 Melbourne, Victoria

Signed for and on behalf of Insurance Australia Limited ABN 11 000 016 722



Najibi Bisso, Manager

This Certificate of Currency indicates policy cover effective as at the date of issue only

TAX INVOICE

Paul Robbie

Invoice Date
17 Dec 2025

Invoice Number
INV-20251066

Reference
816/1 Elouera Street
Braddon ACT 2612

ABN
51 602 744 927

First Call Property
Inspection Pty Ltd
PO Box 5046
CHISHOLM ACT 2905
AUSTRALIA
inspections@fcpi.com.au

Description		Amount AUD
EER (Energy Efficiency Rating) Report		400.00
	INCLUDES GST 10%	36.36
	TOTAL AUD	**400.00**

Due Date: 24 Dec 2025
Payment Terms & Conditions: 7 days from issue date

Credit Card Payments (surcharge applies) can be made over the phone.

Preferred payment is Direct Deposits as follows:
Account name: First Call Property Inspections
Bank: ANZ
BSB: 012 951
Account Number: 427552437
PLEASE REFERENCE ANY PAYMENT WITH YOUR NAME OR INVOICE NUMBER

The client agrees to pay the invoice by the due date found on the invoice regardless of whether the property is no longer listed for sale or never listed.

Vendor/Client will be accountable for any incurred fees by us if debt recovery is required Via debt collector, ACAT or other services.

If client refuses to pay for services provided, we reserve the right to report default of payment if not paid.

Unpaid invoices sent to debt collection services will incur a letter of notification fee and 20% service fee totaling $123.20 in addition to invoice.

TAX INVOICE

Paul Robbie

Invoice Date
17 Dec 2025

Invoice Number
INV-20251066

Reference
816/1 Elouera Street
Braddon ACT 2612

ABN
51 602 744 927

First Call Property
Inspection Pty Ltd
PO Box 5046
CHISHOLM ACT 2905
AUSTRALIA
inspections@fcpi.com.au

Description		Amount AUD
EER (Energy Efficiency Rating) Report		400.00
	INCLUDES GST 10%	36.36
	TOTAL AUD	**400.00**

Due Date: 24 Dec 2025
Payment Terms & Conditions: 7 days from issue date

Credit Card Payments (surcharge applies) can be made over the phone.

Preferred payment is Direct Deposits as follows:
Account name: First Call Property Inspections
Bank: ANZ
BSB: 012 951
Account Number: 427552437
PLEASE REFERENCE ANY PAYMENT WITH YOUR NAME OR INVOICE NUMBER

The client agrees to pay the invoice by the due date found on the invoice regardless of whether the property is no longer listed for sale or never listed.

Vendor/Client will be accountable for any incurred fees by us if debt recovery is required Via debt collector, ACAT or other services.

If client refuses to pay for services provided, we reserve the right to report default of payment if not paid.

Unpaid invoices sent to debt collection services will incur a letter of notification fee and 20% service fee totaling $123.20 in addition to invoice.

RW Amount

(residential withholding payment) — further details

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

Supplier	Name			
	ABN		Phone	
	Business address			
	Email			
Residential Withholding Tax	Supplier's portion of the RW Amount:			$
	RW Percentage:			%
	RW Amount (ie the amount that the Buyer is required to pay to the ATO):			$
	Is any of the consideration not expressed as an amount in money?			☐ No ☐ 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.

Unit 122 UP No. 4769
Block 25 Section 19 Braddon
8/6/1 Elouera Street Braddon ACT 2612

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.

© The Law Society of the Australian Capital Territory | ACT Contract for Sale CS10-2024

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;

Unit 202 U/S No 4769
Block 25 Section 13 Bonner
8167 Loura Street Bonner ACT 2912

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

Unit 622 UP No 4798 Block 25 Section 16 Elouera Street Braddon ACT 2612

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.

Unit 822 UP No. 4 of 9
Block 2 Section 18 Blandon
Elodora Street Blandon ACT 2612

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.

4.4 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.

4.5 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

Unit 2 UP No 4765 Block 25 Section 13 Braddon ACT 2612 Street Address

© The Law Society of the Australian Capital Territory | ACT Contract for Sale CS10-2024

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;

Block 25 Section 16 Gungahlin Unit 24 UP No 6769 Street Number 26 2012 6/7/2024

(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;

Block 22 DP No. 47... Section 18 ... Street Braddon ACT 2612 816/1

© The Law Society of the Australian Capital Territory | ACT Contract for Sale CS10-2024

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 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

Unit 242 UP No 4706 Block 25 Section 18 Bradon ACT 2612 81 Flora Street Bradon

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

Unit 22 UP No 4760 Division Block 25 Section 18 Belconnen Eldhera Street Braddon ACT 2612

© The Law Society of the Australian Capital Territory | ACT Contract for Sale CS10-2024

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

Block 25 Section 10 Bruce ACT 2617 UP No. 1 CS 01/24 Elovera Street

the Stakeholder in trust for the Seller and the Buyer;

(c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;

(d) the decision of the arbitrator is final and binding;

(e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;

(f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;

(g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and

(h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.

18. Notice to Complete and Default Notice

18.1 If Completion does not take place in accordance with clause 2.8, either party may, at any time after the Date for Completion, serve the other party a Notice to Complete.

18.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14* days after service of the Notice to Complete (excluding the date of service) by which and a place in Canberra at which to complete this Contract.

18.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:

18.3.1 not be in default; and

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

18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.

18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.

18.6 A Default Notice:

18.6.1 must specify the default;

18.6.2 must require the party served with the Default Notice to rectify the default within 7* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and

18.6.3 cannot be used to require a party to complete this Contract.

18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.

18.8 The time specified in a Default Notice to rectify the specified default is an essential term.

18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.

18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.

18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

19. Termination — Buyer default

19.1 If the Buyer does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term then the Seller may by notice served on the Buyer terminate and may then keep, or recover and keep, the Deposit (except so much of it as exceeds 10% of the Price) and either:

19.1.1 sue the Buyer for breach; or

19.1.2 resell the Property and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer's default are

* Alter as necessary

© The Law Society of the Australian Capital Territory | ACT Contract for Sale CS10-2024

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:

Unit 22 UP No 4179
Block 25 Section 13 Braddon
Robert Street Braddon ACT 2612

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

Unit 222 UP No 4700 Block 2 Section 18 Braddon ACT 2612
9/6/1 Eduen Street Braddon ACT 2612

© The Law Society of the Australian Capital Territory | ACT Contract for Sale CS10-2024

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.

Block 22 UP No 6 CSD
16 Block 1 Section 13 Braddon ACT 2612
Eloura Street Braddon ACT 2612

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

Unit 242 UP No 4750 Section 16 Braddon ACT 2612 Street

© The Law Society of the Australian Capital Territory | ACT Contract for Sale CS10-2024

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

Unit 22 DP No 47693
Block 25 Section 116 Gungahlin
61/1 Eldora Street Bladon ACT 2612

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.

Block 22 UP No. 4766 Section 18 Bradley Street Braddon ACT 2612

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:

Unit 20 UP No: 4693
Block 2 Section 18 Bradda
Florence Street Braddon ACT 2612

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

© The Law Society of the Australian Capital Territory | ACT Contract for Sale CS10-2024

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 222 UP No. 4769
Block 25 Section 18 Braddon
816/1 Elouera Street Braddon ACT 2612