

Community Title Act 2001 - Form 5

Sale of Lot(s) in a Community Title Scheme Statement by Seller

If you are selling your lot(s) or are a mortgagee exercising a power of sale of lot(s), in a community title scheme, you must complete this statement and give it to the buyer of the lot(s) before the buyer enters into the contract of sale. You must attach a copy of this statement to the contract as the first or top sheet.

Part 1: Lot Details

Block(s) 17
Section(s) 122
Suburb(s) Watson
Street address 4/98 Beechworth Street, Watson ACT 2602

The above lot(s) is/are included in a community title scheme that imposes obligations on the owner of the lot.

Community Title Scheme No. 36

Part 2: Body Corporate/Manager details

If it is the duty of the body corporate manager to act for the body corporate in supplying community title certificates, please provide the manager's details.

Surname or Company name LJH Strata (ACT) Pty Ltd
Title / First Name / Initials or Australian Company Number (ACN) 612 177 349
Postal address Level 1, 182-200 City Walk, Canberra City ACT 2600
Telephone number 1800 383 333
Fax number _____
Email strata.act@ljhookerstrata.com.au

Part 3: Owner/Buyer's obligations

Annual contributions (as fixed by the body corporate payable by the owner of the lot):

Nil direct contribution to the Community Title Scheme. Contributions are payable by the relevant owner's corporation of each Units Plan, and recovered through unit levies.

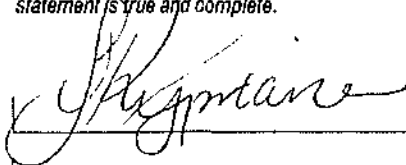
The improvements on common property of the community title scheme which the owner of the lot(s) is are as follows: (List the obligations imposed on the owner of the lot. Please attach if more space is required.)

Nil

Part 4: Seller's declaration

If we the undersigned, being the seller(s) of the above lot(s), included in a community title scheme, hereby declare that the information provided in this statement is true and complete.

Signature(s)



If a company, capacity/authority

Date

20/04/2026

Note: If you are an agent of the seller(s), you must attach a statement of authority to act on behalf of the seller(s).

Note: The buyer may cancel the contract if:

- (a) the seller has not substantially completed this statement; and
- (b) settlement has not taken place.

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
		4	15912	17	122	Watson
and known as 4/98 Beechworth Street, Watson ACT 2602						
Seller	Full name	Samantha Kyprianou				
	ACN/ABN					
	Address	19A Waratah Street, O'Connor ACT 2602				
Seller Solicitor	Firm	McPherson Park Lawyers Pty Ltd				
	Email	chris@mcplawyers.com.au				
	Phone	02 4472 6377	Ref 250277			
	DX/Address	PO Box 81, Batemans Bay NSW 2536				
Stakeholder	Name	Hive Property (ACT) Pty Ltd Trust Account				
Seller Agent	Firm	Hive Property (ACT) Pty Ltd				
	Email	hello@hiveproperty.co; steph@hiveproperty.co				
	Phone	0403 524 615	Ref Steph Hunt			
	DX/Address	Level 1, 4 Campion Street, Deakin ACT 2600				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 370 <input type="checkbox"/> section 280 <input type="checkbox"/> section 306 <input type="checkbox"/> section 351				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	Air conditioning, blinds, built-in wardrobes, clothes line, curtains, dishwasher, fixed floor coverings, insect screens, TV antenna, light fittings, range hood and stove				
Date for Registration of Units Plan						
Date for Completion 30 days from exchange of contract						
Electronic Transaction? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA						
Land Tax to be adjusted? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes						
Residential Withholding Tax	New residential premises?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	
	Potential residential land?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	
	Buyer required to make a withholding payment?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes (insert details on p.3)	
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		<input type="checkbox"/> No		<input type="checkbox"/> Yes	
	Clearance Certificates attached for all the Sellers?		<input type="checkbox"/> No		<input type="checkbox"/> Yes	

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

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

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

- Inclusions list
- Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	0	% per annum
Interest rate if the defaulting party is the Buyer	10	% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$ 660.00	(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	LJ Hooker Strata ACT	Phone	1800 383 333
Address	Level 1, 182-200 City Walk, Canberra City ACT 2600		

RW Amount

(residential withholding payment) – further details

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

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

Cooling Off Period

(for residential property only)

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

Warrings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and Interpretation

- 1.1 Definitions appear in the Schedule and as follows:
 - Affecting Interests** means any mortgage, encumbrance, lease, lien, charge, notice, order, caveat, writ, or other interest;
 - Adaptable Housing Dwelling** has the meaning in the Sale of Residential Property Act;
 - Agent** has the meaning in the Sale of Residential Property Act;
 - ATO** means the Australian Taxation Office, and includes the Commissioner for Taxation;
 - Balance of the Price** means the Price less the Deposit;
 - Breach of Covenant** means:
 - a Development not approved under the Planning Act including a development for which design and siting approval has not been obtained;
 - a breach of the Building and Development Provision;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

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

2. Terms of payment

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

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

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

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

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

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

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

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

3. Title to the Lease

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

4. Restrictions on transfer

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

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

5. Particulars of title and submission of transfer

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

6. Buyer rights and limitations

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

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

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

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

8. Adjustments

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

9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

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

12. Additional Seller obligations

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

13. Electronic transaction

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

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

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

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

the Stakeholder in trust for the Seller and the Buyer;

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

18. Notice to Complete and Default Notice

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

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

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

19. Termination — Buyer default

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

* Alter as necessary

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

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

20. Termination – Seller default

- 20.1 If the Seller does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term the Buyer may by notice served on the Seller either:
- 20.1.1 terminate and seek damages; or
 - 20.1.2 enforce without further notice any other rights and remedies available to the Buyer.
- 20.2 If the Buyer terminates, the Stakeholder is authorised to refund to the Buyer immediately any money paid on account of the Price.

21. Rescission

- 21.1 Unless section 15 of the Sale of Residential Property Act applies, if this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:
- 21.1.1 the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and
 - 21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses.

22. Damages for delay in Completion

- 22.1 If Completion does not occur by the Date for Completion, due to the default of either party, the party who is at fault must pay the other party as liquidated damages on Completion:
- 22.1.1 if the defaulting party is the Seller, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion;
 - 22.1.2 if the defaulting party is the Buyer, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and
 - 22.1.3 the amount this Contract says on page 2 to be applied towards any legal costs and disbursements incurred by the party not

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

- 22.2 Whether or not percentages are inserted in clauses 22.1.1 or 22.1.2 the party at fault must pay the amount specified in clause 22.1.3 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.
- 22.3 The parties agree that:
- 22.3.1 the amount of any damages payable under clause 22.1.1 or clause 22.1.2 to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion, and
 - 22.3.2 the damages must be paid on Completion.

23. Foreign Buyer

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

24. GST

- 24.1 If a party must pay the Price or provide any other consideration to another party under this Contract, GST is not to be added to the Price or amount, unless this Contract provides otherwise.
- 24.2 If the Price is stated in the Schedule to exclude GST and the sale of the Property is a taxable supply, the Buyer must pay to the Seller on Completion an amount equal to the GST payable by the Seller in relation to the supply.
- 24.3 If under this Contract a party (Relevant Party) must make an adjustment, pay an amount to another party (excluding the Price but including the Deposit if it is released or forfeited to the Seller) or pay an amount payable by or to a third party:
- 24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but
 - 24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.
- 24.4 If this Contract says this sale is the supply of a going concern:

- 24.4.1 the parties agree the supply of the Property is the supply of a going concern;
- 24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;
- 24.4.3 the Seller must carry on the enterprise until Completion;
- 24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered; and
- 24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:
 - (a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and
 - (b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).

24.5 If this Contract says the margin scheme applies:

- 24.5.1 the Seller warrants that it can use the margin scheme; and
- 24.5.2 the Buyer and Seller agree that the margin scheme is to apply,

in respect of the sale of the Property.

- 24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.
- 24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.

25. Power of attorney

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

26. Notices claims and authorities

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

- 26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,

the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or

- 26.2.3 serve it on that party's solicitor in any of the above ways; or
- 26.2.4 deliver it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or
- 26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.

- 26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.

27. Unit title

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

28. Definitions and Interpretation

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

29. Title to the Unit

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

30. Buyer rights limited

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

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. Damage or destruction before Completion

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

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

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

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

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

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

38. Rescission of Contract

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

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

40. Community title

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

41. Definitions and Interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

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

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

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

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

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

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

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

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

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

52.5 If the First Instalment of the Deposit is:

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

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

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

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

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

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

53. Residential Withholding Tax

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

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

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

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

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

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

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

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

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

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

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

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

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

* Alter as necessary

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

SPECIAL CONDITIONS

1. CONTRACT PAGES

The ACT Law Society Contract Pages are amended as follows:

- 1.1 In clause 2.3 the words "cash (up to \$3,000)" is deleted and "by electronic transfer" is added in its place.
- 1.2 In clause 2.6 the words "or in cash (up to \$200) is deleted.
- 1.3 In clause 5.3 "no later than 14 days before" is deleted and replaced with "at completion".
- 1.4 In clause 8.4 the words "Buyer Solicitor" are deleted and replaced with "Seller Solicitor".
- 1.5 In clause 10.1 the word "times" is deleted and replaced with "time". The words "only once" are added prior to "before Completion".
- 1.6 Clause 10.2 is amended by including the following words at the end of the sentence "in the opinion of the Seller, acting reasonably (and the parties agree that this clause will not require the Seller to carry out or undertake any patching or painting works if the relevant damage was present on or before the Date of this Contract)".
- 1.7 Clause 13.6 is amended by deleting the words "within 7 days of the Effective Date" and inserting the words "as soon as reasonably practicable following the Date of this Contract but no later than 14 days before the Date for Completion".
- 1.8 Delete 13.10.
- 1.9 In clause 17.1.1 (a) the words "5% of the Price" are deleted and replaced with "\$1,000".
- 1.10 In clause 17.1.2 (a) the words "5% of the Price" are deleted and replaced with "\$1,000".
- 1.11 Clause 17.2(b) is deleted.
- 1.12 Clause 22.1.2 is amended by replacing the reference to "7 days" to "2 days".
- 1.13 On page 2, the words "party not at fault" are deleted and replaced with "Seller".
- 1.14 Add clause 26.4 as follows:

"by sending via email to the Buyer or the Buyer's solicitor, the email is considered received at the time it was sent by the sending party. If sent after 5:00 PM, the email is to be considered received at 9:00 AM on the next business day".
- 1.15 Clause 39.4, a new clause is inserted as follows "Clause 17 will apply to any claim for compensation made under this clause 39".
- 1.16 Clauses 40 – 50 (inclusive) are deleted in their entirety.

2. ENTIRE AGREEMENT

- 2.1 This Contract:
 - 2.1.1 sets out the entire understanding between the parties concerning the subject matter of this Contract; and
 - 2.1.2 it supersedes any prior arrangement, contract, advice or material provided to the Buyer.
- 2.2 The Buyer confirms that it has not relied on any warranty or representation from the Seller or the Agent or any other person acting on behalf of the Seller concerning the Property.

3. LIQUIDATED DAMAGES

- 3.1 If:
 - 3.1.1 this contract is not completed by the Completion Date; and
 - 3.1.2 the delay is not due to any default of the vendor;then the purchaser shall pay to the vendor liquidated damages being interest on the balance purchase money at the rate of 10% per annum from and including the Completion Date until and including the earlier of the following dates:
 - 3.1.3 the day on which completion is effected; or
 - 3.1.4 the day on which the contract is terminated.
- 3.2 The amount in paragraph (3.1) is agreed to be a genuine pre-estimate of the vendor's loss as a result of the purchaser's default.
- 3.3 Payment or allowance of the amount of liquidated damages in accordance with this clause is an essential term of this contract. The amount must be paid or allowed on or before completion or if the contract is terminated, can be claimed by the vendor as a debt.

4. NOTICE TO COMPLETE

- 4.1 If either party is entitled to issue a notice to complete this contract, such notice may require completion to be effected within fourteen (14) days of service of the notice, which period is agreed to be a sufficient and reasonable time for the purposes of the notice in which to require completion.
- 4.2 If a notice to complete is served by the vendor due to default by the purchaser, the purchaser agrees to pay on completion the costs of issuing such notice in the sum of \$660.00 (inclusive of GST). Payment of such amount on or before completion is an essential obligation of this contract. Should the purchaser be unable to complete within 14 days of being served with a notice to complete

than the vender shall be entitled to issue a notice of termination and clause 9 of the printed form of this contract shall apply.

5. ENERGY EFFICIENT RATING SYSTEM

- 5.1 Annexed to this Contract is a copy of the energy efficiency rating statement in relation to the premises.
 - 5.2 The Buyer:
 - 5.2.1 certifies they have received the energy efficiency rating statement; and
 - 5.2.2 agrees not to:
 - a) raise any objection or requisition;
 - b) make any claim for compensation or damages;
 - c) delay completion; or
 - d) rescind or terminate this Contract
- because of the energy efficiency rating of the premises.

6. CONDITION OF PROPERTY

- 6.1 The Buyer warrants that the Buyer is satisfied with the condition of the Property including any defects and contamination.
- 6.2 The Buyer:
 - 6.2.1 acknowledges that the Improvements may be subject to or require compliance with current building laws under which the Improvements were constructed; and
 - 6.2.2 agrees that a failure to comply with any such laws will not constitute a defect in the Seller's title.
- 6.3 The Seller does not warrant or provide the Buyer with any assurance that the Property is free from contamination.
- 6.4 The Buyer acknowledges that it has made, or has had the opportunity to make, its own investigations concerning contamination on or in the Property and relies entirely on those investigations in entering this Contract.
- 6.5 On and from the Date of this Contract, the Buyer will:
 - 6.5.1 be responsible and liable for any damage or destruction to the Property; and
 - 6.5.2 accept all insurable risk concerning the Property, except to the extent caused by the negligent act or omission of the Seller.
- 6.6 The Buyer must not make any claim, requisition, delay Completion, terminate or rescind this Contract due to:
 - 6.6.1 any encroachment by or on the Property;
 - 6.6.2 anything that was discoverable by the Buyer, or on behalf of the Buyer, or anything that should have been within the knowledge of the Buyer;
 - 6.6.3 any omission or mistake in the measurement or description of the Property or Seller;
 - 6.6.4 any outstanding requirement to erect additional fencing or amend the existing fencing on the Property;
 - 6.6.5 any loss, damage or need for further works (whether repair or otherwise) to the Property;
 - 6.6.6 the requirements of an authority (whether made before or after the Date for Completion);
 - 6.6.7 any contamination on or in the Property;
 - 6.6.8 any non-compliance of the Property with any law; or
 - 6.6.9 the existence or non-existence of any services or utilities.
- 6.7 The Buyer must not make any objection or claim, raise any issue, cause any delay, or rescind, purport to rescind or terminate this Contract concerning the deterioration of any landscaped or garden areas in or on the Property between the Date of this Contract and Completion (including, but not limited to, the length of grass, and the presence of weeds, leaves and similar debris).

7. KEYS

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

8. RELIANCE ON OWN ENQUIRIES AND WARRANTY

This contract contains the entire agreement between the Buyer and the Seller. The Buyer warrants that they have relied entirely on their own investigations and enquiries into the property while entering this contract.

9. AGENCY CLAUSE

The Buyer warrants that the Buyer was not introduced to the Property or to the Seller by any agent other than the agent listed on the contract, and will indemnify and keep indemnified the Seller against any claim for compensation, damages and other actions which may be threatened or brought by any agent in respect of this sale arising out of a breach of this warranty. This clause shall not merge on Completion.

10. FIRB APPROVAL

10.1 The Buyer warrants to the Seller that:

10.1.1 it does not require any approvals under the Australian Government's foreign investment policy to acquire the Property; and

10.1.2 the Treasurer cannot make an order under Part II of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) regarding the acquisition of the Property by the Buyer.

10.2 The Buyer indemnifies the Seller against all liability or loss suffered or incurred by the Seller which arises directly or indirectly from a breach of any of the obligations of the Buyer under this clause 8.

10.3 This clause 8 is an essential term of this Contract.

11. NON-MERGER OF MONIES DUE

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

12. WAIVER

12.1 A Seller's failure or delay in exercising a power or right does not operate to waive that power or right.

12.2 The exercise of a power or right by the Seller does not preclude either its further exercise in the future or the exercise of any other power of right.

12.3 Only a written waiver by or on behalf of the Seller shall be effective.

12.4 Waiver of a power or right by the Seller is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

13. ADJUSTMENTS

13.1 If Completion does not occur by the Date for Completion due solely to the delay or default of the Buyer, then the parties agree that the adjustment of all Land Charges, excluding income, under clause 8.1.1 of the printed terms be adjusted from the Date for Completion rather than the actual date of completion.

13.2 Each party agrees that if on completion any apportionment of outgoings required to be made under this contract is overlooked or incorrectly calculated ("the error") the parties will within two (2) business days of becoming aware of the error correct the calculation and pay such amount as is shown by such calculation to the party who is owed the funds. This clause shall not merge on completion.

14. SPECIAL WATER METER READING

The Buyer shall not seek any undertaking from the Seller or their solicitor or seek to hold back all or any part of the settlement or deposit monies due to the Seller or delay to seek to delay completion or make any requisition, objection, demand or claim in respect of any amount of excess water alleged to have been consumed on account of the Buyer's failure to apply for a special reading or the relevant authority's failure to furnish the same to the Buyer prior to completion.

15. DEATH OR 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.

16. EXECUTION

This contract may be executed in the following manner:

16.1 Wet ink signature;

16.2 Copy of wet ink signature;

16.3 Electronic signature; or

16.4 DocuSign.

17. INCONSISTENCY

In the event of any consistency between the ACT Law Society Contract Pages and these Special conditions, The Special conditions will prevail to the extent of the inconsistency.

**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH**

LAND

Watson Section 122 Block 17 on Deposited Plan 15843 with 22 units on Unit Plan 15912

Unit 4 (Class A) entitlement 413 of 10000, 3 subsidiaries

Part of Community Title Scheme 36

Lease commenced on 14/07/2023, terminating on 14/03/2122

Proprietor

SAMANTHA KYPRIANOU

4/98 BEECHWORTH STREET, WATSON ACT 2602

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Alteration of Units Plan Refer ALUP 3343418

Easements

Subject To Easement In Units Plan

Registered Date	Dealing Number	Description
09/08/2023	3262452	Mortgage to ING BANK (AUSTRALIA) LIMITED (ACN: 000 893 292)

End of interests



Product	Title Details
Date/Time	13/04/2026 10:49AM
Customer Reference	250277/Kyprianou
Order ID	20260413000498
Cost	\$35.00

Volume 3017 Folio 539 Edition 2

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Watson Section 122 Block 17 on Deposited Plan 15843 with 22 units on Unit Plan 15912

Part of Community Title Scheme 36

Lease commenced on 14/07/2023, terminating on 14/03/2122

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 15,912

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

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Alteration of Units Plan Refer ALUP 3343418

Easements

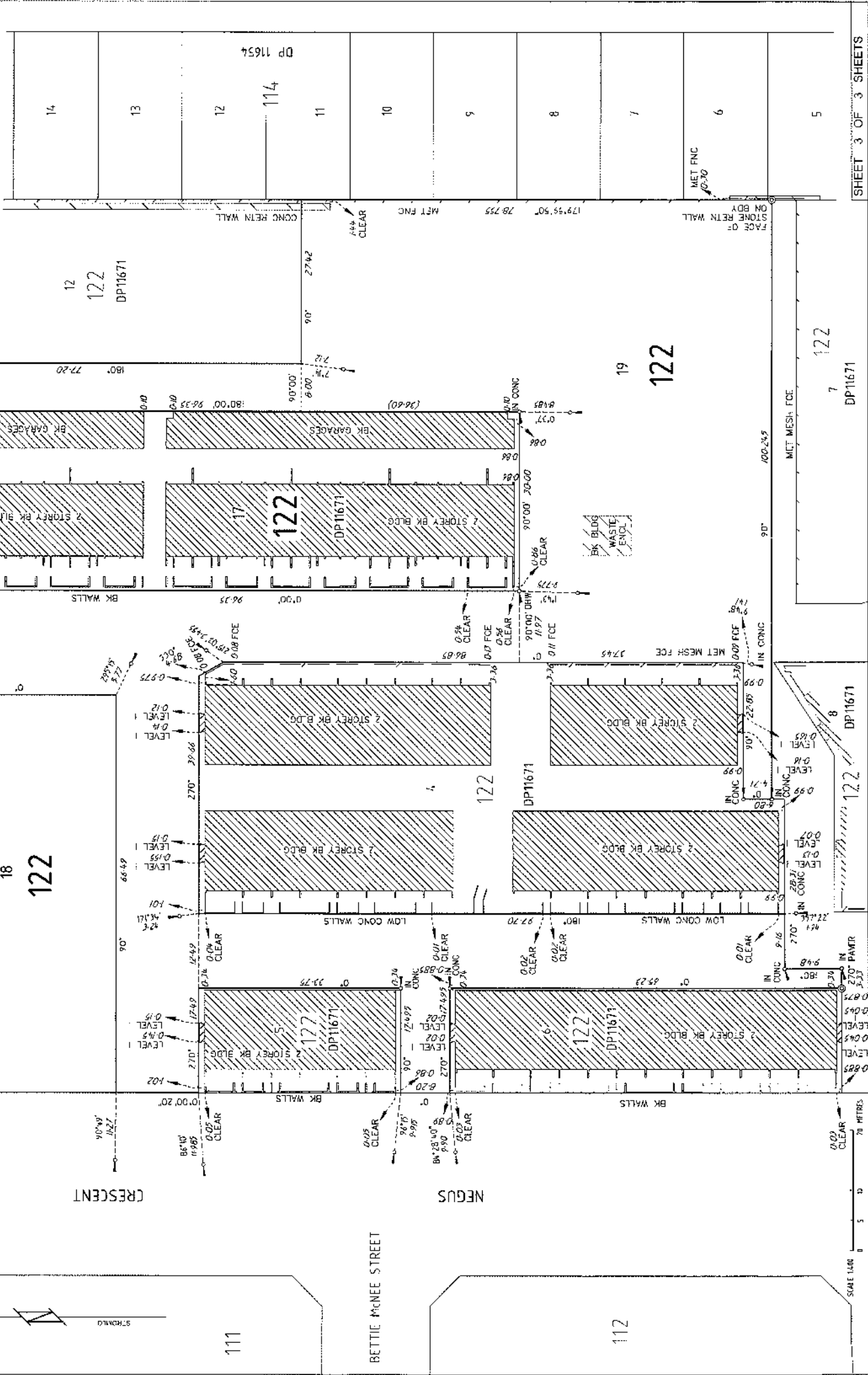
Subject To Easement In Units Plan

Registered Date	Dealing Number	Description
08/02/2024	3296370	Application to Note Special Resolution - Refer Instrument

End of interests

DEPOSITED PLAN
15843/3

SURVEY INFORMATION
X-PLAN
XZ2810



SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
WATSON	122	17	15912

2. APPROVAL UNDER UNIT TITLES ACT 2001

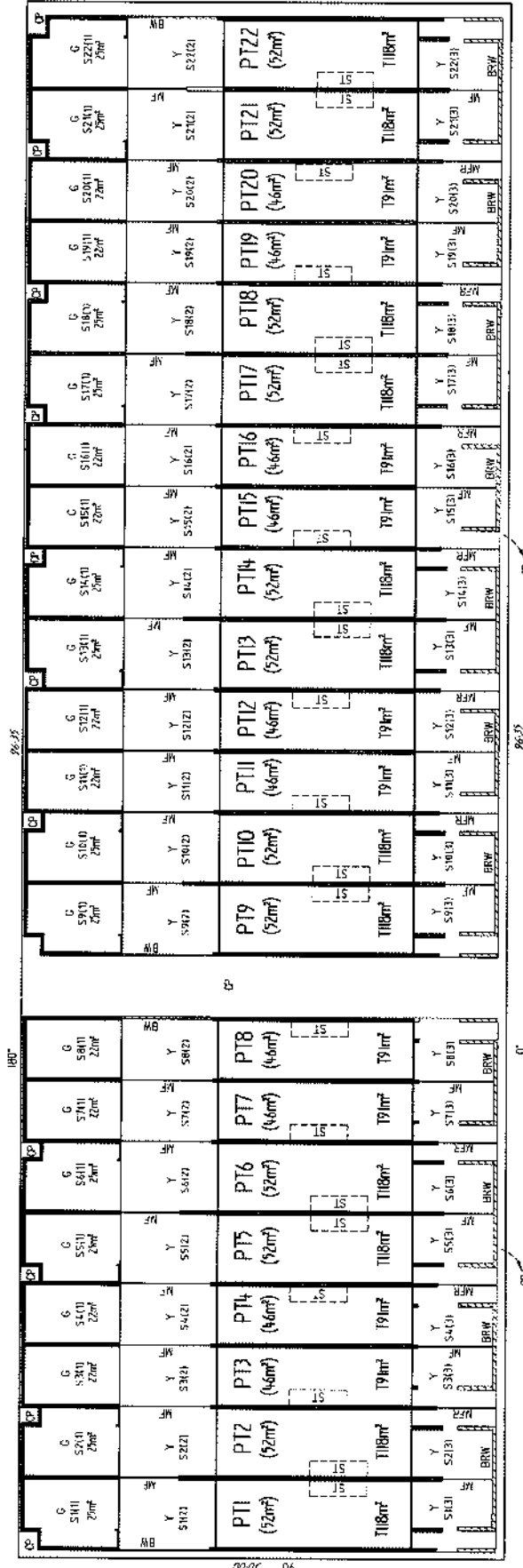
COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	490	3	3017	540
2	489	3	3017	541
3	413	3	3017	542
4	413	3	3017	543
5	489	3	3017	544
6	489	3	3017	545
7	413	3	3017	546
8	413	3	3017	547
9	489	3	3017	548
10	489	3	3017	549
11	413	3	3017	550
12	413	3	3017	551
13	489	3	3017	552
14	489	3	3017	553
15	413	3	3017	554
16	413	3	3017	555
17	489	3	3017	556
18	489	3	3017	557
19	413	3	3017	558
20	413	3	3017	559
21	489	3	3017	560
22	490	3	3017	561
Aggregate	10,000	66	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
			3017	539
			David Pryce Registrar-General	
			Deputy Registrar-General	

CLASS & UNIT BOUNDARIES & FLOOR AREAS ARE TO THE CENTRELINE OF WALLS, UNLESS NOTED OTHERWISE.
 THE WALL CENTRELINE WAS ESTABLISHED TO DETERMINE THE FLOOR AREA INCLUDED IN THE UNIT AREA OF THAT UPPER FLOOR.
 IN MULTI-STORY UNITS, AREA OF SLABS UNDER ANY UPPER FLOOR AREAS & MUST NOT BE USED FOR ANY OTHER PURPOSE.
 THE FLOOR AREA IS SHOWN FOR THE PURPOSE OF THE UNITS PLAN ONLY & MUST NOT BE USED FOR ANY OTHER PURPOSE.
 ALL AREAS ARE APPROXIMATE & MAY CONTAIN COLUMNS & SERVICE DUCTS, WHICH ARE COMMON PROPERTY.

LAND TITLES ACCESS CAMBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. 17 of 20
FLOOR PLAN Block 17
Section 1ZZ
Division WATSON
FLOOR NUMBER GROUND

BUNINYONG STREET

BEECHWORTH STREET



UNITS PLAN No.
15912

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

Sheet No. 17 of 17

FLOOR PLAN

Block

17

Section

122

Division

WATSON

FLOOR NUMBER

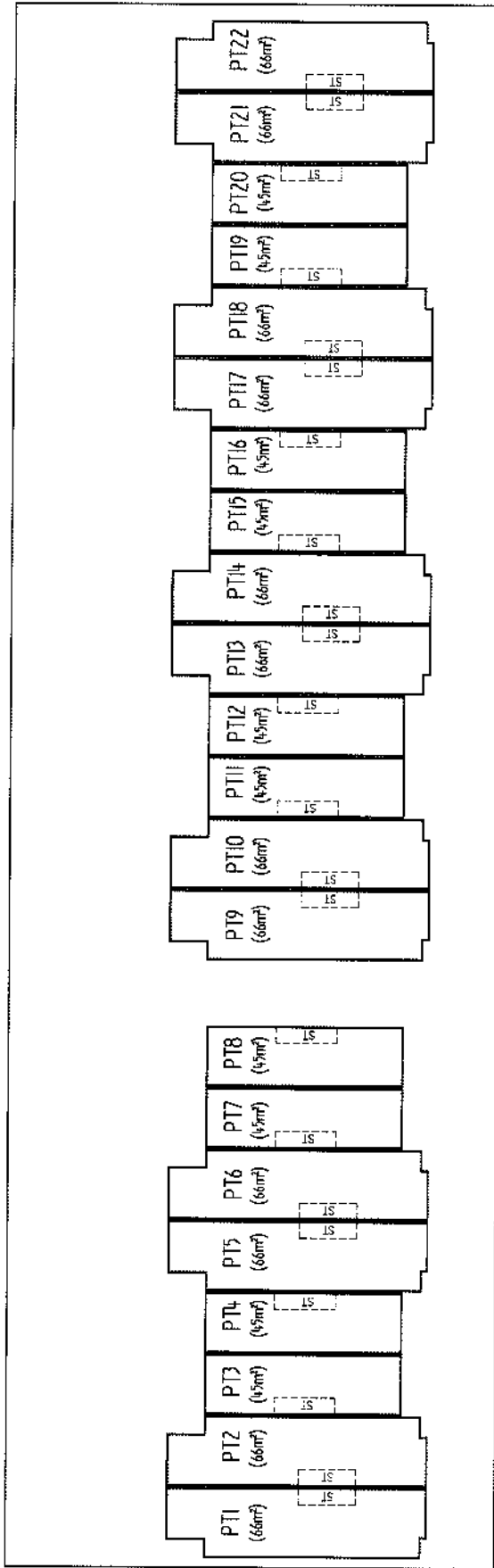
FIRST



UNIT No.	SHEET No.	UNIT DESCRIPTION		GARAGE	SUBSIDARIES		SUB TOTAL
		1.00M ²	STREET ADDRESS		SUB No.	YARD SHEET No.	
1	3 & 4	GROUND & FIRST	101 BEECHWORTH ST	51	3	52.53	3.3
2	3 & 4	GROUND & FIRST	101 BEECHWORTH ST	51	3	52.53	3.3
3	3 & 4	GROUND & FIRST	100 BEECHWORTH ST	51	3	52.53	3.3
4	3 & 4	GROUND & FIRST	99 BEECHWORTH ST	51	3	52.53	3.3
5	3 & 4	GROUND & FIRST	98 BEECHWORTH ST	51	3	52.53	3.3
6	3 & 4	GROUND & FIRST	97 BEECHWORTH ST	51	3	52.53	3.3
7	3 & 4	GROUND & FIRST	96 BEECHWORTH ST	51	3	52.53	3.3
8	3 & 4	GROUND & FIRST	95 BEECHWORTH ST	51	3	52.53	3.3
9	3 & 4	GROUND & FIRST	94 BEECHWORTH ST	51	3	52.53	3.3
10	3 & 4	GROUND & FIRST	93 BEECHWORTH ST	51	3	52.53	3.3
11	3 & 4	GROUND & FIRST	92 BEECHWORTH ST	51	3	52.53	3.3
12	3 & 4	GROUND & FIRST	91 BEECHWORTH ST	51	3	52.53	3.3
13	3 & 4	GROUND & FIRST	90 BEECHWORTH ST	51	3	52.53	3.3
14	3 & 4	GROUND & FIRST	89 BEECHWORTH ST	51	3	52.53	3.3
15	3 & 4	GROUND & FIRST	88 BEECHWORTH ST	51	3	52.53	3.3
16	3 & 4	GROUND & FIRST	87 BEECHWORTH ST	51	3	52.53	3.3
17	3 & 4	GROUND & FIRST	86 BEECHWORTH ST	51	3	52.53	3.3
18	3 & 4	GROUND & FIRST	85 BEECHWORTH ST	51	3	52.53	3.3
19	3 & 4	GROUND & FIRST	84 BEECHWORTH ST	51	3	52.53	3.3
20	3 & 4	GROUND & FIRST	83 BEECHWORTH ST	51	3	52.53	3.3
21	3 & 4	GROUND & FIRST	82 BEECHWORTH ST	51	3	52.53	3.3
22	3 & 4	GROUND & FIRST	81 BEECHWORTH ST	51	3	52.53	3.3

BUNINYONG

STREET



BEECHWORTH

STREET

UNITS PLAN No.

15912



Form 4

Land Titles (Units Titles) Act 1970

UNITS PLAN NO 15912

Block 17 Section 122 Division of WATSON

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

- | | | |
|------|----|---|
| TERM | 1. | The term of the lease of each of the units expires on the fourteenth day of March Two thousand one hundred and twenty two. |
| RENT | 2. | The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded. |
| | 3. | Each Lessee of each of the Units Nos 1 – 22 inclusive covenants with the Planning and Land Authority (“the Authority”) on behalf of the Commonwealth of Australia (“the Commonwealth”) in respect of each Lessee’s relevant unit as follows: <ul style="list-style-type: none">(a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;(b) to pay to the Authority or any statutory authority his proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the <u>Planning and Development Act 2007</u> and the <u>Unit Titles Act 2001</u>; |

- | | |
|-------------------------------------|--|
| PURPOSE | <p>(c) To use the premises for one or more of the following purposes:</p> <p style="margin-left: 40px;">(i) commercial accommodation use LIMITED TO serviced apartments; and/or</p> <p style="margin-left: 40px;">(ii) residential use;</p> |
| UNIT
SUBSIDIARY | <p>(d) Not to use any unit subsidiary to that unit as a habitation;</p> |
| RIGHTS FOR
ACCESS TO
BLOCK 4 | <p>(e) That the Lessee, their employees, contractors, sublessees or occupiers, and visitors and invitees of the parcel of land have the right to pass and repass, across, over and along that part of the parcel of land on Block 4 Section 122 Division of Watson, shown on the plan attached and described as 'A1' 'proposed pedestrian access easement 9 wide' without vehicles and 'A5' 'proposed access easement variable width' with or without vehicles for all purposes connected with the use and enjoyment of the said parcel of land;</p> |
| RIGHTS FOR
ACCESS TO
BLOCK 8 | <p>(f) That the Lessee, their employees, contractors, sublessees or occupiers, and visitors and invitees of the parcel of land have the right to pass and repass, across, over and along the premises known as Block 8 Section 122 Division of Watson, with or without vehicles, on that part of the parcel of land shown by forward hatching and described as "Narrogin Lane" on the Plan attached;</p> |
| RIGHT FOR
ACCESS TO
BLOCK 18 | <p>(g) That the Lessee, their employees, contractors, sublessees or occupiers, and visitors and invitees of the parcel of land have the right to pass and repass, across, over and along the premises known as Block 18 Section 122 Division of Watson, with or without vehicles of any description on that part of the parcel of land described as 'A' 'proposed access easement variable width' on the deposited plan for all purposes connected with the use and enjoyment of the said parcel of land;</p> |
| RIGHTS FOR
ACCESS TO
BLOCK 19 | <p>(h) That the Lessee, their employees, contractors, sublessees or occupiers, and visitors and invitees of the parcel of land have the right to pass and repass, across, over and along the premises known as Block 19 Section 122 Division of Watson, with or without vehicles of any description for all purposes connected with the use and enjoyment of the said parcel of land;</p> |

- WASTE AND STORAGE ACCESS BLOCK 19 (i) That the Lessee, their employees, contractors, sublessees or, occupiers, visitors and invitees of the parcel of land have the right to access that part of the parcel of land on Block 19 Section 122 Division of Watson as shown on the deposited plan described as 'A2' 'proposed access easement 6.62 wide' for all purposes connected with the storage and collection of waste;
- SERVICE AREAS (j) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the unit is suitably screened from public view;
- BUILDING SUBJECT TO APPROVAL (k) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building on the parcel or make any structural alterations to the unit;
- REPAIR (l) That the Lessee shall at all times during the said term maintain repair and keep in repair the unit and any unit subsidiary to the satisfaction of the Authority excluding any defined parts under the provisions of the Unit Titles Act 2001;
- FAILURE TO REPAIR (m) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the unit and any unit subsidiary the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to affect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

- FACILITIES AND ACCESS FOR PERSONS WITH A DISABILITY (n) That the Lessee shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
- RIGHT OF INSPECTION (o) To permit any person or persons authorised by the Authority to enter upon the unit or any unit subsidiary at all reasonable times and in any reasonable manner to inspect the unit;
- RATES AND CHARGES (p) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the unit as and when they are due for payment;
- PRESERVATION OF TREES (q) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
- (i) that has been identified in a development approval for retention during the period allowed for construction of the building;
 - (ii) to which the Tree Protection Act 2005, applies;
- MINERALS AND WATER (r) All minerals on or in the unit and the right to the use, flow and control of ground water under the surface of the unit are reserved to the Territory.
4. The Commonwealth covenants with each of the Lessees of all the units as follows:
- QUIET ENJOYMENT That the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the unit without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority.
5. It is mutually covenanted and agreed by the Commonwealth and each of the Lessees of all the units as follows:
- TERMINATION (a) That if:
- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or

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

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

ACCEPTANCE OF (b)
RENT

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

FURTHER LEASE (c)

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

NOTICES

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

EXERCISE OF
POWERS

- (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or

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

6. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "commercial accommodation unit" means a room or suite of rooms that is made available on a commercial basis for short-term accommodation. A commercial accommodation unit may comprise a dwelling but not a room or suite of rooms within a dwelling. It does not include any associated facility such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which is also available for use by non occupant members of the public;
- (d) "commercial accommodation use" means commercial accommodation unit, guest house, hotel, motel, serviced apartment, tourist resort. It does not include a caravan park/camping ground or a group or organised camp;
- (e) "dual occupancy housing" means the use of the parcel of land that was originally used or leased for the purposes of single dwelling housing for two dwellings;
- (f) "dwelling" has the same meaning as in the Planning and Development Regulation 2008;
- (g) "Lessee" shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy the persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and

- (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (h) "multi-unit housing" means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (i) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (j) "residential care accommodation" means the use of the parcel of land by an agency or organisation that exists for the purposes of providing accommodation and services such as the provision of meals, domestic services and personal care for persons requiring support. Although services must be delivered on site, management and preparation may be carried out on site or elsewhere;
- (k) "residential use" means caretaker's residence, multi-unit housing, residential care accommodation, retirement village, secondary residence, single dwelling housing, supportive housing;
- (l) "retirement village" means premises where older members of the community or retired people live, or will live, in independent living units or serviced units, under a retirement village scheme;
- (m) "retirement village scheme", for a retirement village, means a scheme under which a person may –
 - a) enter into a residence contract with the scheme operator for the retirement village; and
 - b) on payment of an ingoing contribution, acquire personally or for someone else a right to live in the retirement village, however the right accrues; and
 - c) on payment of the relevant charge, acquires personally or for someone else a right to receive one (1) or more services in relation to the retirement village;
- (n) "secondary residence" means a second dwelling on a block;

- (o) “serviced apartment” means an apartment that is used as a commercial accommodation unit;
- (p) “single dwelling house” means the use of the parcel of land for residential purposes for a single dwelling only;
- (q) “supportive housing” means the use of the parcel of land for residential accommodation for persons in need of support, which is managed by a Territory approved organisation that provides a range of support services such as counselling, domestic assistance and personal care for residents as required. Although such services must be able to be delivered on site, management and preparation may be carried out on site or elsewhere. Housing may be provided in the form of self-contained dwellings. The term does not include a retirement village or student accommodation;
- (r) “Territory” means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (s) “unit” means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (t) “unit subsidiaries” has the same meaning as in the Unit Titles Act 2001;
- (u) words in the singular include the plural and vice versa;
- (v) words importing one gender include the other genders;

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

Dated this.....sixth..... day ofJuly.....2023.



a e a e

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

LESSEE: HTI WATSON PTY LIMITED ACN 611 569 138



DIRECTOR



DIRECTOR

Form 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 15912

Block 17 Section 122 Division of WATSON

SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS SUBJECT TO WHICH
THE LEASE OF THE COMMON PROPERTY IS HELD

1. The term of the lease expires on the fourteenth day of March Two thousand one hundred and twenty two.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Owners - Units Plan No.15912 ("the Owners Corporation") covenants with Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:
 - (a) To pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
 - (b) To use the common property for the purpose of carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the Owners Corporation PROVIDED THAT these uses are consistent with the permitted purposes of the units;
 - (c) Not to erect any building or make any structural alterations in any building or part of a building or other improvement on the common property without the previous approval in writing of the Authority, except where exempt by law;
 - (d) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings carparking landscaping and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;
 - (e) except where necessary for compliance with Clause 3(d) of this lease not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the

common property without the previous approval in writing of the Authority;

- (f) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair the common property the Authority may by notice in writing to the Owners Corporation specifying the repairs and maintenance needed require the Owners Corporation to affect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Owners Corporation require the Owners Corporation to remove the building or improvement and may require the Owners Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Owners Corporation does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
- (g) That the Owners Corporation, their employees, contractors, sublessees or occupiers, and visitors and invitees of the parcel of land have the right to pass and repass, across, over and along that part of the parcel of land on Block 4 Section 122 Division of Watson, shown on the plan attached and described as 'A1' 'proposed pedestrian access easement 9 wide' without vehicles and 'A5' 'proposed access easement variable width' with or without vehicles for all purposes connected with the use and enjoyment of the said parcel of land;
- (h) That the Owners Corporation, their employees, contractors, sublessees or occupiers, and visitors and invitees of the parcel of land have the right to pass and repass, across, over and along the premises known as Block 8 Section 122 Division of Watson, with or without vehicles, on that part of the parcel of land shown by forward hatching and described as "Narrogin Lane" on the Plan attached;
- (i) That the Owners Corporation, their employees, contractors, sublessees or occupiers, and visitors and invitees of the parcel of land have the right to pass and repass, across, over and along the premises known as Block 18 Section 122 Division of Watson, with or without vehicles of any description on that part of the parcel of land described as 'A' 'proposed access easement variable width' on the deposited plan for all purposes connected with the use and enjoyment of the said parcel of land;

- (j) That the Owners Corporation, their employees, contractors, sublessees or occupiers, and visitors and invitees of the parcel of land have the right to pass and repass, across, over and along the premises known as Block 19 Section 122 Division of Watson, with or without vehicles of any description for all purposes connected with the use and enjoyment of the said parcel of land;
- (k) That the Owners Corporation will at all times permit the lessees of Blocks 1, 4 – 12, 17 and 18 Section 122 Division of Watson, their employees, contractors, sublessees or occupiers, and visitors and invitees to access that part of the parcel of land shown on the deposited plan described as 'A1' 'proposed pedestrian access easement 3.6 wide' without vehicles for all purposes connected with the use and enjoyment of the said parcel of land;
- (l) That the Owners Corporation, their employees, contractors, sublessees or occupiers, and visitors and invitees of the parcel of land have the right to access that part of the parcel of land on Block 19 Section 122 Division of Watson as shown on the deposited plan described as 'A2' 'proposed access easement 6.62 wide' for all purposes connected with the storage and collection of waste;
- (m) That the Owners Corporation shall illuminate and keep illuminated all public access areas, carparks and driveways on the parcel of land at the Owners Corporation's cost during the evening hours of operation to a standard acceptable to the Authority in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;
- (n) That the Owners Corporation shall provide and maintain an area for the loading and unloading of vehicles on the parcel of land to a standard acceptable to the Authority in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;
- (o) That the Owners Corporation shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;
- (p) To permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the parcel of land forming the common property;
- (q) That the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the common property is suitably screened from public view;

- (r) That the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building;
 - (ii) to which the Tree Protection Act 2005, applies;
 - (s) All minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.
4. It is mutually covenanted and agreed by the Commonwealth of Australia and the Owners Corporation as follows:
- (a) That if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;
 - (b) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
 - (c) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.
5. In this schedule unless the contrary intention appears:
- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
 - (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;

- (c) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No. 15912 ';
- (d) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (e) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (f) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (g) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (h) words in the singular include the plural and vice versa;
- (i) words importing one gender include the other genders;
- (j) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

Dated this.....sixth..... day of.....July.....2023.



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

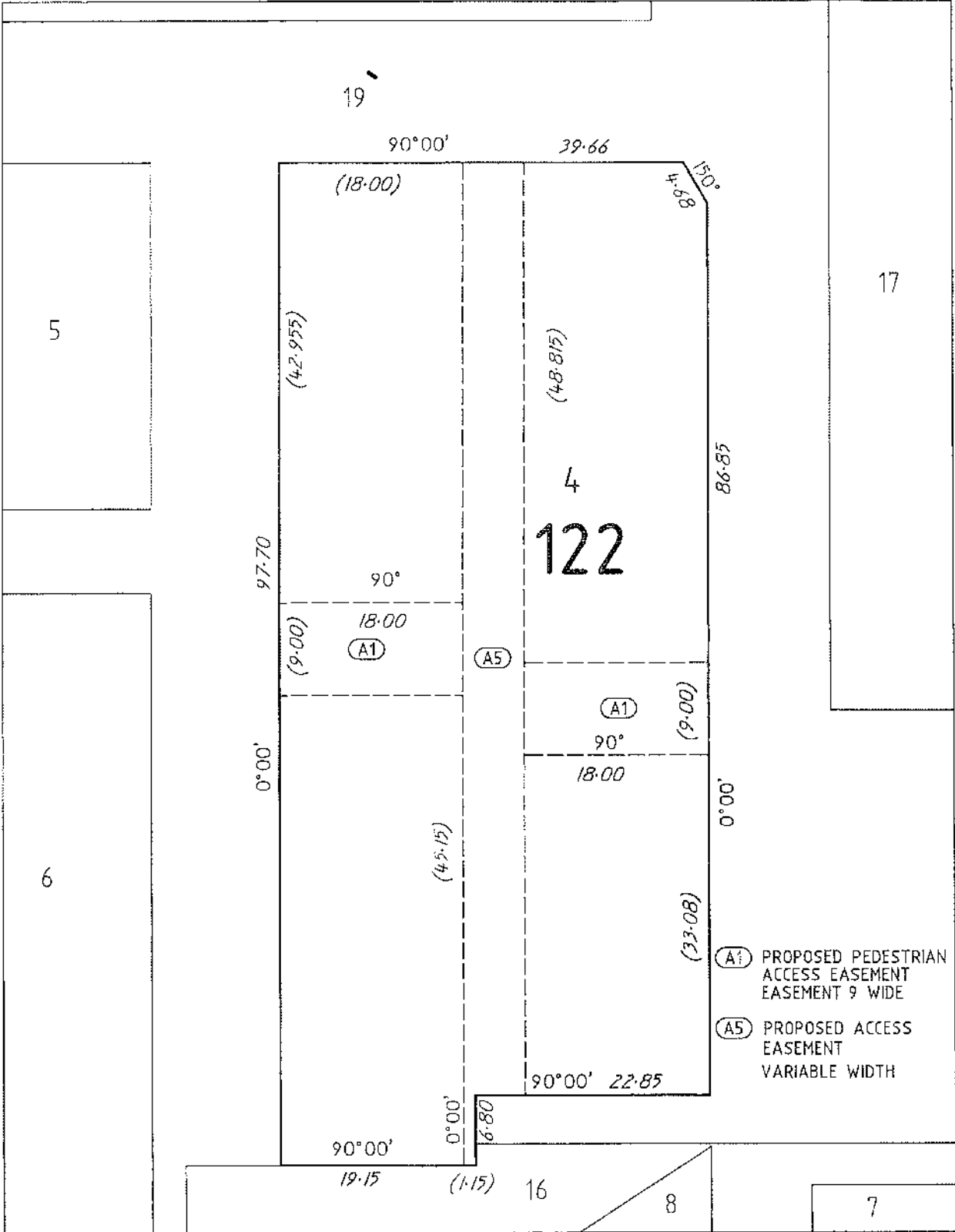
LESSEE: HTI WATSON PTY LIMITED ACN 611 569 138





DIRECTOR

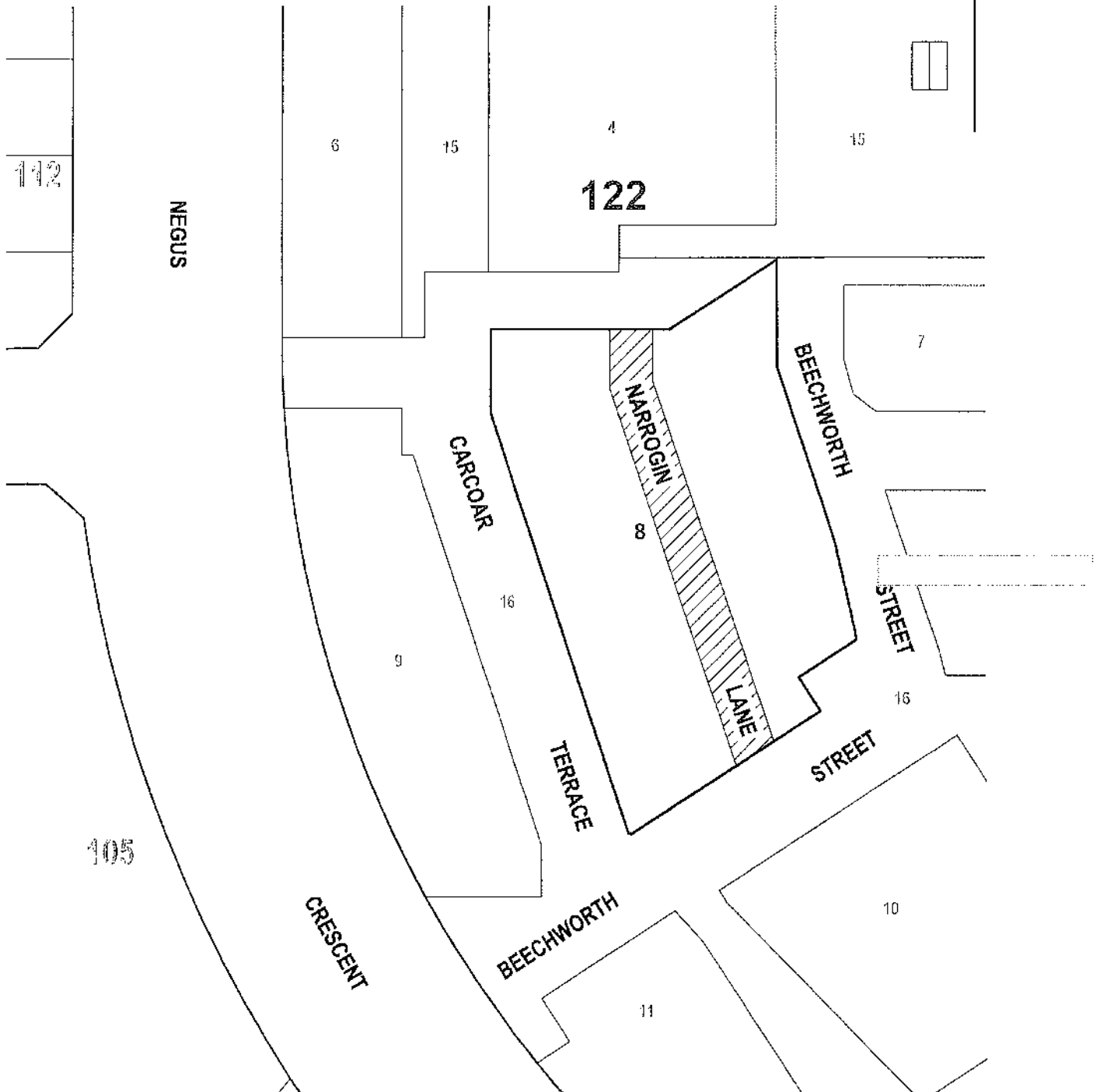


DIRECTOR



LEGEND

- A 
- B 





3343418

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

APPLICATION TO ALTER A UNITS PLAN

Form 055 - ALUP

Land Titles Act 1925

LODGING PARTY DETAILS			
Name	Email Address	Customer Reference Number	Contact Telephone Number
Minter Ellison	daniel.kelly@minterellison.com	1188133	025 3166

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
3017 : 539	Watson	122	17	

UNITS PLAN NUMBER	DATE
Units Plan No 15912	03/10/2024

FULL NAME OF APPLICANT (Surname Last)	FULL POSTAL ADDRESS (including Post Code)
The Owners - Units Plan No 15,912	LJ Hooker Strata, 1st Floor 182-200 City Walk Canberra City ACT 2601

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

Staged Development (please complete box below)

Building Damage Order

Minor Boundary Change

Alteration to Schedule of Unit Entitlement

Other

STAGED DEVELOPMENT (Please complete if application relates to a Staged Development)			
TOTAL NUMBER OF STAGES	STAGE NUMBER FOR THIS APPLICATION	UNIT NUMBERS COMPLETED IN THIS STAGE	LIST PAGE NUMBERS IN PLAN THAT HAVE BEEN AMENDED/REPLACED

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

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

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

CERTIFICATION *Delete the inapplicable

Territory Planning Authority

- *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.

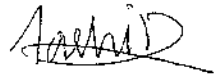
Signed By: Kym Strudwicke



Delegate of Authority
Position Number: P13612

for: Territory Planning Authority

Witnessed By (signature):



Full name of Witness:

Tashi Dema

CERTIFICATION *Delete the Inapplicable

Applicant

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

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

Signed By:

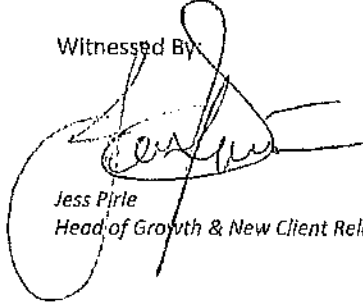


Dorothy Dib
Administration Manager

for: LJ Hooker Strata ACT Pty Ltd

on behalf of the Applicant

Witnessed By:



Jess Pirle
Head of Growth & New Client Relations

for: The Owners – Units Plan 15912

on behalf of The Applicant



OFFICE USE ONLY

Lodged by	LMT	Registered date / by	LMT - 03/10/2024
Data entered by		Attachments/Annexures	Annexure

VOI category 3 sighted 03/10/2024 LMT



ANNEXURE

Land Titles Act 1925

Form 029 - ANN

TITLE AND LAND DETAILS					
Volume & Folio	District/Division	Section	Block	Unit	Consideration <small>(Only complete is if requesting transactions not be aggregated)</small>
3017 : 539	WATSON	122	17	-	

ANNEXURE TO <small>(Insert dealing type)</small>	TOTAL NUMBER OF PAGES IN ANNEXURE
ALUP	3

PARTIES TO DOCUMENT <small>(Please state all parties this annexure relates to/supports)</small>
The Owners - Units Plan No 15,912 ENVIRONMENT, PLANNING AND SUSTAINABLE DEVELOPMENT DIRECTORATE

DETAILS OF VARIATION

**AUSTRALIAN CAPITAL TERRITORY
PLANNING ACT 2023**

VARIATION OF THE COVENANTS AND CONDITIONS SUBJECT TO WHICH LEASES OF UNITS ARE HELD

Under the Planning Act 2023, I, _____, approve the variation of the covenants and conditions subject to which the leases of units are held and specified hereunder:

FORMER PROVISION

FORM 4 UNITS PLAN NO 15912

WASTE AND STORAGE ACCESS BLOCK 19

3. (i) That the Lessee, their employees, contractors, sublessees or, occupiers, visitors and invitees of the parcel of land have the right to access that part of the parcel of land on Block 19 Section 122 Division of Watson as shown on the deposited plan described as 'A2' 'proposed access easement 6.62 wide' for all purposes connected with the storage and collection of waste;

AMENDED PROVISION

WASTE AND STORAGE ACCESS BLOCK 1 AND BLOCK 19

3. (i) That the Lessee, their employees, contractors, sublessees or, occupiers, visitors and invitees of the parcel of land have the right to access that part of the parcel of land on Block 1 Section 122 Division of Watson as shown on the easement plan attached described as 'A3' 'proposed access easement 3.45 wide proposed easement limited in height to RL 607.40' and also that part of the parcel of land on Block 19 Section 122 Division of Watson as shown on the deposited plan described as 'A2' 'proposed access easement 6.62 wide' for all purposes connected with the storage and collection of waste;

INSERTED LEASE PLAN

The lease plan attached to this instrument is inserted into the Crown Lease (Units Plan) as sheet 21.

Date October _____

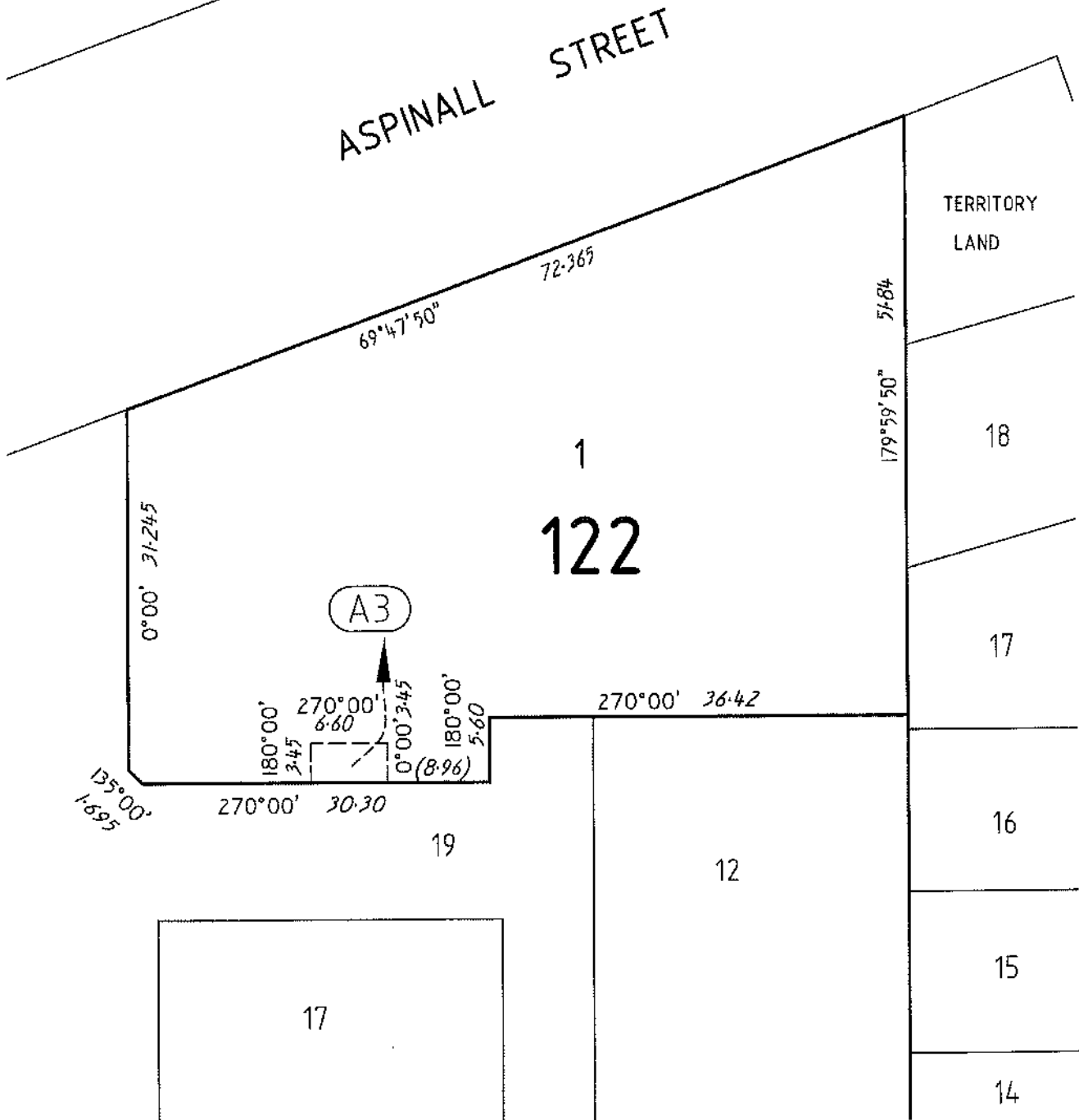


.....
the person for the time holding or performing
the duties of the office of Senior Officer Grade

Position Number P13612

Delegate of Authority

(A3) PROPOSED ACCESS EASEMENT 3.45 WIDE
 PROPOSED EASEMENT LIMITED IN HEIGHT TO RL 607.40



I, DAVID AMBROSE STONE of VERIS AUSTRALIA PTY LIMITED
 11-13 LAWRY PLACE MACQUARIE ACT 2614. PH: 6202 7600
 a surveyor registered under the surveyors act,
 certify that the plan was compiled by me on 08 March 2024

This is the plan referred to in the lease of
 Block 17 Section 122 Division of WATSON
 granted on the _____ day of _____
 as being annexed thereto.

(Signature).....
 Registered Surveyor

Our Ref: 216060.04_EASEMENTS_VAR

page 1 of 1



Access Canberra

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3296370

SPECIAL RESOLUTION BY OWNERS CORPORATION

SR

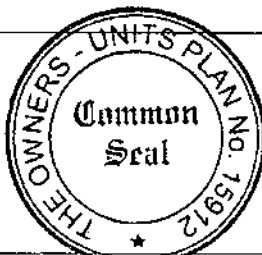
Land Titles Act 1925

LODGING PARTY DETAILS		CRN: UP 15912
Name	Email Address	Contact Telephone Number
LJ Hooker Strata ACT Pty Ltd	infoact@ljhookerstrata.com.au	1800 383 333

TITLE AND LAND DETAILS				UNITS PLAN NUMBER 15912
Volume & Folio	District/Division	Section	Block	
3017 : 539	WATSON	122	17	

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


AS PER ATTACHED RULES


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

CERTIFICATION *Delete the inapplicable

Applicant

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

Signed By: 
 Dorothy Dib
 Administration Manager, LJ Hooker Strata ACT
 Authorised Representative

Witness: 
 Pascal Deschanel
 General Manager
 LJ Hooker Strata ACT Pty Ltd

on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	HB 08/02/2024	Registration Date	

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 15912
A2 Annual General Meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made— 19 December 2023

Tick applicable box, or both boxes if applicable:

- Regularly convened**
The general meeting was regularly
convened (not following any
adjournment under UTMA s 3.9(3)
or (6)(a), part 3.1, schedule 3).
- Convened after
adjournment**
The general meeting was convened
following an adjournment or
adjournments (under UTMA
s 3.9(3) or (6)(a), part 3.1,
schedule 3).

A3 Reduced quorum decisions

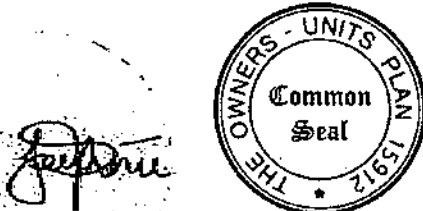
[If there is insufficient space here, tick O and attach details to the notice]

Date of decision	Full text of reduced quorum decision
19 December 2023	As per attached Minutes

A4 Owners corporation declaration

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

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



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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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



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

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

B3 *How may reduced quorum decisions be disallowed?*

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

The petition must—

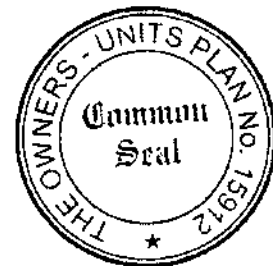
- state the resolution or resolutions to which it applies; and
- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owners corporation before the decision's date of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

B4 *How may reduced quorum decisions be confirmed?*

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

B5 *How may reduced quorum decisions be revoked?*

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



MINUTES OF FIRST ANNUAL GENERAL MEETING

Units Plan No. 15912 Norrebro Block B
61-104 Beechworth Street, Watson ACT 2602

DATE & TIME Tuesday 19th of December 2023 at 5 pm.

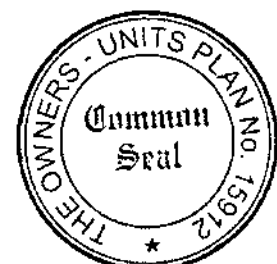
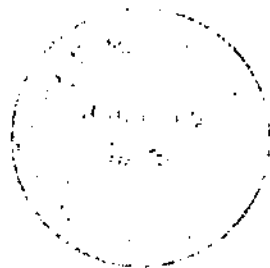
LOCATION Via Zoom

In attendance

Name	Unit
Ngoc Dinh	5
Stephanie Abra	18
J Pirie	LJ Hooker Strata
M Bullock	LJ Hooker Strata

Proxies & Apologies – Nil

Appointment of Chair – Stephanie Abra – Unit 18



MINUTES OF PREVIOUS GENERAL MEETING

Motion 1: That the minutes of the Inaugural General Meeting held 14 July 2023 are accepted.

NOTED – Inaugural Minutes are to be circulated to the owners as they were not included in the agenda pack.

FINANCIAL REPORT

Motion 2: That the financial statements be accepted as presented for the period to 30 June 2023

NOTED – Financial Reports are to be circulated to the owners as they were not included in the agenda pack.

INSURANCE

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

MOTION CARRIED

EXECUTIVE COMMITTEE

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

Committee Members

Ngoc Dinh -Unit 5
Stephanie Abra - Unit 18

There are 7 committee member positions open, nominations for these positions will remain open until they are filled.

Secretarial Note: As there were no further nominations received all owners now form the committee until the next Annual General Meeting is held.

MOTION CARRIED

SPECIAL RESOLUTION

Motion 5: Special Resolution: That Rule 1.4 of the Default Rules be amended and read as follows:

Erections and Alterations

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

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

Units Plan No: 15912



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

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

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

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

Example—permission unreasonably withheld

external appearance of a unit or the unit plan.

MOTION CARRIED

SPECIAL RESOLUTION

Motion 6: Special Resolution: That the Owners Corporation delegate the function of executing documents on behalf of the Owners Corporation, with or without the common seal to the Strata Manager.

a) The strata managing agent applies the Seal or executes the document (without the common seal) after receiving written confirmation from the executive committee to apply the Seal (note: - Written confirmation includes via email). The Managing Agent may apply the Common Seal to Section 119 Certificates as and when required.

MOTION CARRIED

FIRE SAFETY REVIEW

Motion 7: The Owners Corporation undertakes a Fire Safety Audit within this financial year.

Secretarial note: This is captured in the community title fire safety preventative maintenance.

MOTION CARRIED

ADEQUACY OF AUTHORISATIONS, DELEGATION & APPOINTMENTS

Motion 8: That the Executive Committee review the current authorities, delegations and appointments and report back to owners no later than the next Annual General Meeting on their adequacy or otherwise.

MOTION CARRIED



BUILDING DEFECTS

Background: The Owners Corporation is not aware of any physical building structural defects that have not already been acknowledged. Owners are requested to advise the Manager, Executive Committee, or report to the Annual General Meeting if they are aware of any structural defects relating to common property.

NOTED

MAINTENANCE SCHEDULE

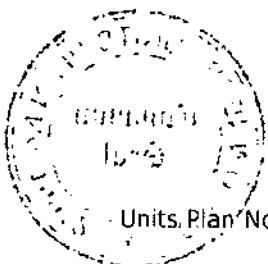
That the Owners Corporation acknowledges that it is the responsibility of the developer to provide a Maintenance Schedule, and this is to be maintained by the Executive Committee members for UP 15912.

MOTION CARRIED

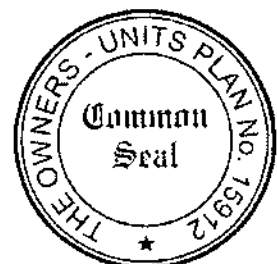
GENERAL BUSINESS

A question about the levies was raised asking when they were going to be issued. LJ Hooker can confirm that these have been issued for 1/1/24 – 30/6/24. Please note that these are due on 1/1/24.

The Managing Agent thanked all those in attendance for their time and contribution. The meeting Closed: 5:46 PM



Units, Plan No. 15912



THE OWNERS OF UNITS PLAN 15912
NORREBRO - BUILDING B
62 – 104 BEECHWORTH STREET
WATSON ACT 2602

MINUTES OF INAUGURAL GENERAL MEETING

DATE: 14 July 2023
TIME: 3:00 pm
PLACE: LJ Hooker Strata ACT, 1st Floor, 182 – 200
City Walk, Canberra, ACT.

PRESENT: Mr Jon Tanchevski – Representing HTI Watson Pty Ltd
Ms Jess Pirie – Representing LJ Hooker Strata ACT

QUORUM: As all units are owned by HTI Watson Pty Ltd, a quorum was declared present for the meeting.

CHAIR: It was resolved that Jon Tanchevski chair the meeting.

The Chair advised the meeting that the development situated 62-104 Beechworth Street, WATSON, ACT consisting of 22, A Class Units, was registered at the Land Titles Office as Units Plan 15912 on 14 July 2023.

This meeting is to resolve and put into effect certain matters required under the provisions of the Unit Titles (Management) Act 2011.

1. Owners Corporation Manager

Motion 1: That LJH Strata (ACT) Pty Ltd TA LJ Hooker Strata ACT be appointed Managing Agent for the Corporation for a period of 2 years from the registration of the Units Plan, in accordance with performance of its duties and functions and to exercise its functions pursuant to Division 4.2 of the Unit Titles (Management) Act 2011 and in accordance with the Management Agreement tabled at this meeting.

CARRIED

2. Insurance

Motion 2: That the Corporation obtain the following Insurance cover:
CHU Underwriting Agencies Policy Number HU0006110132

INSURED PROPERTY (Building)	\$7,000,000
Loss of Rent/Temp Accommodation (15%)	\$1,050,000
PUBLIC OR LEGAL LIABILITY	\$20,000,000
VOLUNTARY WORKERS	\$200,000/\$2,000



FIDELITY GUARANTEE	\$100,000
OFFICE BEARER'S LEGAL LIABILITY	Not Selected
MACHINERY BREAKDOWN	Not Selected
CATASTROPHE INSURANCE (Insured Property)	Not Selected
GOVERNMENT AUDIT COSTS	\$25,000
APPEAL EXPENSES	\$100,000
LEGAL DEFENCE EXPENSES	\$50,000
LOT OWNERS IMPROVEMENTS	\$250,000
COMMON AREA CONTENTS	\$70,000
FLOOD	Excluded
 TOTAL Premium	 \$11,892.35
Excess: \$2000	

CARRIED

3. Common Seal

Motion 3: That a common seal be purchased and until the next General Meeting shall only be affixed to certificates given pursuant to Section 119 of the Act.

CARRIED

4. Budget

Motion 4: That the Corporation endorse the following budget for the Administrative Fund for the period 14 July 2023 – 30 June 2024.

General Fund

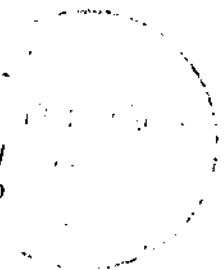
Sinking Fund Forecast	\$500
Gardener	\$3,000
Electricity	\$1,000
Community Title Contribution	\$11,858
Insurance Premium	\$11,900
Management Fees (All Inclusive)	\$9,900
Sundry Expenses	\$1,500
Tax Lodgement	\$600
Waste Removal	\$1,000
Water	\$8,000
Maintenance General	\$1,500
Maintenance Plumbing	\$1,500
Maintenance Roof	\$1,500
Totals	\$53,758



CARRIED

5. Levies

Motion 5: That the Corporation determine a levy equal to the approved General Fund, of which the total is \$53,758 for the period 14 July 2023 to 30 June 2024 and to be contributed to in accordance with unit entitlements.



Payment to be made in 2 instalments paid in advance and due 31 July 2023 & 1 January 2024.

CARRIED

6. Bank Account

Motion 6: That the Corporation open a Bank Account with Bank of Queensland in the name of "The Owners – Units Plan 15912.

CARRIED

7. Plans & Certificate

The Chairman advised that the registered Units Plan, any building plans and Certificate of Title for Common Property would be handed to the Managing Agent for safekeeping at the earliest opportunity.

8. Executive Committee

Motion 7: That all owners form the Executive Committee of the Corporation and the Community Title, until the earlier of the next General Meeting or the next Annual General Meeting of members.

CARRIED

9. General Meeting

It was noted that a General Meeting should be held, if possible, within 90 days of the registration of the Units Plan to elect an Executive Committee and address any issues the owners may wish to raise. This is subject to a majority settlement of Units within that timeframe.

10. Mailing Address

It was noted that the mailing address for the Owners Corporation would be 1st Floor, 182 – 200 City Walk, Canberra City, ACT, 2601.

11. Pets/Animals

Note as per the Default Rules: That:

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



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

Assistance Animals

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

12. Electronic Voting

Motion 8: That the Owners Corporation agree to conduct meetings using Electronic Voting and that meetings can now be held via these means:

(a) voting in the meeting by teleconference, videoconference, email or other electronic means;

(b) voting on a motion by email or other electronic means before the meeting at which the matter (other than an election) is to be decided (pre-meeting electronic voting).

Note:

(a) the owners corporation must ensure that members have reasonable access to facilities to vote; and

(b) information about how members can access the facilities must accompany the notice of the general meeting.

(c) A motion that is to be decided wholly by pre-meeting electronic voting may not be amended at the general meeting for which the pre-meeting electronic voting is conducted.

(d) A motion that is to be decided partly by pre-meeting electronic voting must not be amended at the general meeting for which the pre-meeting electronic voting is conducted if the effect of the amendment is to change the subject matter of the original motion. If a motion that is to be decided partly by pre-meeting electronic voting is amended at the general meeting for which the pre-meeting electronic voting is conducted, the minutes of the meeting must be accompanied by a notice of a change and a statement setting out the power to request a further general meeting under the Act.

CARRIED

13. Community Title

It was noted that the Owners Corporation forms a lot in the Community Title Scheme No. 36.

14. Developer Requirements

In accordance with Schedule 3.4 of the UTMA, the developer must give the following records to the owners corporation:

- * any plans, specifications, diagrams or drawings that relate to the design or service of the units or common property of the units plan, including the development approval and any condition to which the approval is subject;
- * the developer's maintenance schedule for the common property;
- * a copy of any contract entered into by the corporation that relate to the common property of the units plan;
- * any warranty that relates to the common property of the units plan;



- * any other document that relates to the units or common property of the units plan.
- * Fire safety – identification of systems, provision of information to owners and fire safety plan development.

There being no further business the meeting closed at 4:00pm.

Mr Jon Tanchevski – Chair



**Units Plan 15912 – NORREBRO BLOCK B
62-104 BEECHWORTH STREET, WATSON ACT 2602**

Rules

1.1 Definitions—default rules

- (1) In these rules:

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

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

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

1.4 Erections and alterations

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only—
- (a) in accordance with the express permission of the Owners Corporation by unopposed resolution the executive committee; and
- (b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).
- (2) Permission may be given subject to conditions stated in the resolution.



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

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

Example—permission unreasonably withheld

- external appearance of a unit or the units plan

1.5 Pets in units

- (1) A unit owner or occupier (the *pet owner*) may keep an animal, or permit an animal to be kept, within the unit if—
- (a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and
 - (b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and
 - (c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
 - (d) the pet owner cleans any area of the units plan that is soiled by the animal; and
 - (e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
- (2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

1.6 Assistance animals

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

1.7 Use of common property

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

1.8 Hazardous use of unit

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



1.9 Use of unit—nuisance or annoyance

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

1.10 Noise

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

1.11 Illegal use of unit

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

1.12 What may an executive committee representative do?

- (1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
 - (a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;
 - (b) carry out any maintenance required under the Act or these rules;
 - (c) do anything else the owners corporation is required to do under the Act or these rules.
- (2) An executive committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in subrule (1).



- (3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—
- (a) the executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of their intention to do the thing; or
 - (b) in an emergency, it is essential that it be done without notice.
- (4) The executive committee may give a written authority to a person to represent the corporation under this rule.

executive committee representative means a person authorised, in writing, by the executive committee under rule 1.12 (4).

1.13 Common Seal

That the Owners Corporation delegate the function of executing documents on behalf of the Owners Corporation, with or without the common seal to the Strata Manager.

- (a) The strata managing agent applies the Seal or executes the document (without the common seal) after receiving written confirmation from the executive committee to apply the Seal (note: - Written confirmation includes via email). The Managing Agent may apply the Common Seal to Section 119 Certificates as and when required.

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





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	4	Block	17	Section	122	Suburb	WATSON
-------------	---	--------------	----	----------------	-----	---------------	--------

Leased by the Australian Capital Territory on behalf of the Commonwealth under the Land (Planning and Environment) Act 1991, Planning & Development Act 2007 and Planning Act 2023.

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

Certificate Number:

Dated:

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

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

Date: 14-APR-26 10:26:13

Applicant's Name :

Info Track

E-mail Address :

actenquiries@infotrack.com.au

Client Reference :

250277 - 191436502



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

14-APR-2026 10:26

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 5

INFORMATION ABOUT THE PROPERTY

WATSON Section 122/Block 17/Unit 4

Building Class: A

Area(m2): 2,890.4

Unimproved Value: \$2,420,000

Year: 2025

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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



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DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA202442860 Lodged 20-JUN-24 Type See Subclass

-- Application Details -----

Description

PLANNING ACT 2023 - PROPOSAL FOR LEASE VARIATION - Amend clause 3(g) relating to Waste and Storage - Rights/Access for Blocks 1 & 12 Section 122 Watson and add waste and storage access rights for Block 17 Section 122 Watson.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Watson	122	1-1	
Canberra Central	Watson	122	12-12	
Canberra Central	Watson	122	17-17	

-- Involved Parties -----

Role	Name
Lessee	The Owners - Units Plan No 15,
Lessee	Hti Watson Pty Limited
Applicant	Canberra Town Planning Pty Ltd

-- Activities -----

Activity Name	Status
Standard	Approval Conditional

Application DA200702494 Lodged 30-NOV-07 Type Non-residential

-- Application Details -----

Description

NONR-NEW COMMERCIAL BUILDING-SOUTHERN CROSS TEN BROADCASTING. Construction of new single storey commercial building next to the existing building.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Watson	64	2-2	
Canberra Central	Watson	122	1-16	
Canberra Central	Watson	122	17-19	

-- Involved Parties -----

Role	Name
Applicant	Collard Clarke Jackson Archite
Lessee	Australian Capital Television

-- Activities -----

Activity Name	Status
Da - Public Notification	Withdrawn



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Page 3 of 5

Application DA20022229 Lodged 21-MAY-02 Type Non-residential

-- Application Details -----

Description

Ten Capital - Fibreglass shield

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Watson	64	2-2	
Canberra Central	Watson	122	1-16	
Canberra Central	Watson	122	17-19	

-- Involved Parties -----

Role

Applicant

Lessee

Contact

Name

Australian Capital Television

Australian Capital Television

New

-- Activities -----

Activity Name

Da - (Dap)

Status

Approved

Application DA975207 Lodged 23-DEC-97 Type Non-residential

-- Application Details -----

Description

REMOVAL OF EIGHT UNDERGROUND STORAGE TANKS FOLLOWING NSW EPA GUIDELINES. CPS PETROLEUM SERVICES GOULBURN HAVE BEEN CONTRACTED FOR REMOVAL AND DISPOSAL AND WOODWARD-CLYDE WILL CARRY OUT SITE TESTING AND VALIDATION.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Watson	64	2-2	
Canberra Central	Watson	122	1-16	
Canberra Central	Watson	122	17-19	

-- Involved Parties -----

Role

Applicant

Lessee

Contact

Name

Australian Capital Television

Australian Capital Television

New

-- Activities -----

Activity Name

Da - With Dap. (Level 2)

Status

Approval Conditional



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Page 4 of 5

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

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

Sect	Blk	DA No.	Description	Overlay Policy	Status
122	1	202442860	PLANNING ACT 2023 - PROPOSAL FOR LEASE VARIATION - Amend clause 3(g) relating to Waste and Storage - Rights/Access for Blocks 1 & 12 Section 122 Watson and add waste and storage access rights for Block 17 Section 122 Watson.	Approval Conditional	01-AUG-24
122	12	202442860	PLANNING ACT 2023 - PROPOSAL FOR LEASE VARIATION - Amend clause 3(g) relating to Waste and Storage - Rights/Access for Blocks 1 & 12 Section 122 Watson and add waste and storage access rights for Block 17 Section 122 Watson.	Approval Conditional	01-AUG-24

LAND USE POLICIES

To check the current land use policy in the suburb that you are buying a property in, please check the Territory Plan online at <https://www.legislation.act.gov.au/ni/2023-540/>

CONTAMINATED LAND SEARCH

Information is not recorded by the Environment Protection Authority regarding the contamination status of this land. However, this does not absolutely rule out the possibility of contamination and should not be interpreted as a warranty that there is no contamination. To be completely sure, independent tests should be arranged.

ASBESTOS SEARCH

ACT Government records indicate that asbestos (loose fill or otherwise) is not present on this land. However, the accuracy of this information is not guaranteed. If the property was built prior to 1 January 2004, you should make your own enquiries and obtain reports (from a licensed Asbestos Assessor) in relation to the presence of loose-fill asbestos insulation (and other forms of asbestos e.g. bonded asbestos) on the premises.

CAT CONTAINMENT AREAS



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

14-APR-2026 10:26

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 5 of 5

Cat containment has been extended across the ACT for cats born on or after 1 July 2022. Containment means keeping your cat on your premise 24 hours a day. This can include your house or apartment, enclosed area in a backyard or courtyard, a cat crate or leash.

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

URBAN FOREST ACT 2023

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

----- END OF REPORT -----



Community Title Scheme – Management Statement

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson

Community Title Scheme

36
—

Management Statement

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1. Introduction and background

1.1 Management Statement

- (a) The Developer is responsible for a staged mixed-use development on the Scheme Land as described in the Master Plan. The development of the Scheme Land involves:
- (i) the establishment of the Scheme by subdividing the Scheme Land into separate Lots; and
 - (ii) subdivision of the Lots by registering a units plan on each residential Lot in accordance with the Unit Titles Act.
- (b) This Management Statement forms part of the Scheme. Its purpose is to provide a framework for the Body Corporate to manage the Scheme and to regulate the use, control, management and maintenance of the Common Property.
- (c) This Management Statement has effect as an agreement under seal binding:
- (i) the Body Corporate of the Scheme formed in accordance with Part 8 of the Community Title Act upon registration of the Scheme;
 - (ii) any Owners Corporations formed in accordance with Part 2 of the Unit Titles Act as the owner of the common property in a Units Plan registered on the title of a block of land forming a Lot in the Scheme; and
 - (iii) any Occupier, Occupier or Member.

1.2 Compliance

The Community Title Act requires the Body Corporate, the Management Committee, all Owners, Occupiers and Members (including Owners Corporations) to comply with this Management Statement.

1.3 Definitions

In this Management Statement, these terms (in any form) mean:

Access Zone means any part of the Scheme Land designated as an access zone by the Developer from time to time.

Administrative Fund means the fund established by the Body Corporate to meet its recurrent and capital expenditure.

Body Corporate means the corporation established upon registration of the Scheme under section 30 of the Community Title Act.

Business Day means a day on which banks in the Australian Capital Territory are open for business but does not include a Saturday, Sunday or public holiday.

By-laws means the by-laws of the Body Corporate made in accordance with Division 8.5 of the Community Title Act, as registered at the time of registration of the Scheme and as amended under and in accordance with the Community Title Act.

Common Property means the common property of the Scheme constituted upon registration of the Scheme and described in the Master Plan.

Community Facilities means the facilities in the Scheme located on the Common Property and intended for common access and use by Members and Occupiers of the Lots including roads, pedestrian walkways, landscaping, parklands, outdoor cooking areas, gardens, any urban forecourt, playground equipment and artwork (if any).

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

Construction Zone means any part of the Scheme Land designated as a construction zone by the Developer from time to time prior to completion of the Development Activities.

Defaulting Member means a Member who fails to pay a contribution or an additional contribution imposed by the Body Corporate or the By-laws or the Community Title Act.

Designated Matters means:

- (a) matters relating to the performance of the Development Activities;
- (b) issues arising out of the management of the Scheme; and
- (c) matters relating to the application, variation or amendment of the Scheme, this Management Statement and the By-laws or rules of the Body Corporate.

Developer means CBR Developments 2 (Watson) Pty Ltd ACN 624 361 057.

Development Activities means the development of the Scheme Land in accordance with the Development Approval and the Stage 2 Development Application, including:

- (a) any form of demolition work, excavation work, earthworks, landscaping work or related activities on the Scheme Land;
- (b) any form of building work or work ancillary to or associated with building work on the Scheme Land including the installation, augmentation, connection and temporary disconnection of Services;
- (c) restricting access to part of the Common Property by Owners and Occupiers for safety purposes as a result of construction activities and use of parts of the Common Property for storing construction materials and vehicles;
- (d) reasonable access over the Common Property for carrying out the development works;
- (e) the installation, augmentation, connection and temporary disconnection of Services and Community Facilities;
- (f) changing the location or details of Services and Community Facilities;
- (g) the subdivision or dedication of the Scheme Land including the preparation and registration of the Scheme, the Master Plan, the By-laws and Units Plans;
- (h) placing in Scheme Land anything in connection with building, construction and development works including temporary signs, structures, building materials, fences, cranes and other equipment; and
- (i) other activities specified in clause 3.

Development Application means DA201630707 and any amendment to that application or supplementary application whether before or after the date of the Scheme is established, including DA201630707A(S141), DA201630707B(S141), DA201630707C(S141) and DA201630707(S197).

Development Approval means any notice of decision by the Planning and Land Authority in respect of the Scheme Land including the notices of decision for the Development Application and any Stage 2 Development Application (including amendments to such notices of decision).

Insurances means each and every policy of insurance required to be effected by or on behalf of the Body Corporate or as delegated to the Management Committee under and in accordance with the provisions of the Community Title Act and the Management Statement, including public liability insurance and building insurance and any other insurance the Management Committee determines to effect in accordance with the Management Statement or under Law.

Land Owner means the Crown lessee of the Scheme Land as at the date the Developer lodges an application with the Planning and Land Authority to register the Scheme.

Law includes all statutes, regulations, by-laws, ordinances, circulars issued by any Governmental Agency with the force of law and other delegated legislation and any rule of common law or equity and any statutory guidelines and environmental planning instruments from time to time.

Lot means a parcel of land identified as a lot in the Scheme.

Lot Entitlement Schedule means lot entitlement schedule in accordance with section 7(h) of the Community Title Act, and generally represents the proportionate ownership percentage of the entire Scheme.

Management Committee means the committee of management as appointed under the Community Title Act to represent and assist the Body Corporate with the management, control and administration of the Scheme.

Management Statement means this management statement prepared in accordance with section 7 of the Community Title Act.

Manager means a manager engaged by the Body Corporate in accordance with clause 14 of this Management Statement.

Master Plan means the master plan to be registered with the Scheme and as defined under the Community Title Act, which is set out at Attachment 3.

Member means an Owner including, as applicable, the Owners Corporations for each of Lots 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12 and 13 as formed upon registration of a Units Plan and including owners of any further lots (or the Owners Corporation is so formed upon the registration of a Units Plan) is created on registration of any plan of subdivision over the Scheme, and are the members of the Body Corporate as defined in the Community Title Act. Representatives of the Developer may also be Members in accordance with clause 11.2(b).

Occupier means each person who is an owner, tenant, occupier, mortgagee in possession or who has the right to occupy or control a Lot or Unit.

Ordinary Resolution means a resolution of the Body Corporate passed by at least one half of those present and entitled to vote at the meeting.

Owner means the person who owns from time to time.

Owners Corporation means the corporation established under section 8 of the *Unit Titles (Management) Act 2011*.

Planning Act means the *Planning and Development Act 2007 (ACT)*.

Scheme has the meaning that community title scheme has under section 5 of the Community Title Act and includes any documents that comprise the community title scheme.

Scheme Land means Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, Section 122 in the Division of Watson.

Service means water, sewerage, electricity, gas and telecommunication services.

Stage 2 Development Application means any development application(s) under the Planning Act for the development of that part of the Scheme Land on which the second stage of the Development Activities is undertaken, as set out in the Master Plan.

Unanimous Resolution a resolution of the Body Corporate for which no votes were cast in the negative by those present and entitled to vote at the meeting.

Unit means a unit as defined in section 9 of the Unit Titles Act and generally in accordance with the unit plan or a parcel designated on a unit title application, and registered as part of a Units Plan.

Units Plan means a units plan registered on a Lot within the Scheme in accordance with the Unit Titles Act.

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

1.4 Interpretation of Management Statement

In this Management Statement unless the contrary intention appears:

- (a) a reference to '\$' is to Australian currency;
- (b) words expressed in the singular include the plural and vice versa;

- (c) words expressed in one gender include the other genders, as is appropriate in the context;
- (d) a reference to a 'person' includes a corporation;
- (e) a reference to a party includes that party's heirs, successors and permitted assigns;
- (f) headings to clauses are included for the sake of convenience only and do not affect the interpretation of the clauses to which they relate; and
- (g) references to any statute or statutory provision include that statute or statutory provision as amended, extended, consolidated or replaced by subsequent legislation and any orders, regulations, instruments or other subordinate legislation made under the relevant statute.
- (h) Alphabetic references used in contracts for the sale of Units in the Scheme Land are references to the corresponding Blocks in DP 11671 in the table below:

Contract reference Block #	Block # in Section 122 Watson	Stage # in Scheme	Scheme Land Lot #
A	1	2	12
B	2	2	10 (part)
C	3	2	13
D	4	2	9 (part)
E	5	2	8
F	6	2	7
G	7	1	5
H	8	1	8
J	9	1	1
K	10	1	4
L	11	1	3
M	12	2	11
- (Lot 10 waste enclosure)	13	2	10 (part)
- (Lot 9 waste enclosure)	14	2	9 (part)
O (Common Property Lot added to the Scheme as part of Stage 1)	16	1	6
O (Common Property Lot added to the Scheme as part of Stage 2)	15	2	14

2. Name and address of the Developer

The Community Title Act provides that the developer of a community title scheme is the person by or on whose behalf the scheme is, or is proposed to be, lodged for registration. The details of the developer of the Scheme, for the purpose of the Community Title Act are as follows:

Name of Developer: CBR Developments 2 (Watson) Pty Ltd ACN 624 361 057
Address of Developer: C/- SPA Accounting, Level 6, 6 National Circuit Barton ACT 2600
Contact Person: Jonathan Tanchevski/Adam Howarth

The Developer is responsible for procuring the Land Owner's consent to the application for approval of the Scheme.

3. Description of the stages and sequencing of stages

3.1 Staged development

- (a) The development of the Scheme is a progressive development to be carried out in stages.
- (b) Details of the stages of the development of the Scheme are set out in the Master Plan and described below.

3.2 Stage 1 Development Activities

The Development Activities for Stage 1 of the development of the Scheme include but are not limited to:

- (a) the demolition of any existing structures on Lots 1 to 6 (Stage 1 Lots);
- (b) carrying out the development of Lots 1 to 6 in accordance with the Development Approval; and
- (c) construction of Community Facilities including roads and access points and landscaping on Lot 6.

3.3 Stage 2 Development Activities

The Development Activities for Stage 2 of the development of the Scheme include but are not limited to:

- (a) the addition of Lots 7 to 14 (Stage 2 Lots) to the Scheme;
- (b) the demolition of any existing structures on the Stage 2 Lots;
- (c) carrying out the development of Lots 7 to 13 in accordance with the Development Approval; and
- (d) construction of Community Facilities including roads and access points, waste management facilities and landscaping on Lot 14.

3.4 Completing stages

- (a) The stages may not be completed in sequential order and the Development Activities may overlap.
- (b) The Developer, or any third party engaged by the Developer, may do all things reasonably necessary to complete the staged development of the Scheme and carry out the Development Activities from the date of this Management Statement, including, without limitation, by:
 - (i) carrying out construction considered necessary by the Developer or the Land Owner to establish utility infrastructure and Services;
 - (ii) connecting to, relocating or otherwise altering existing utility infrastructure;

- (iii) interrupting Services for short periods of time;
- (iv) restricting access to parts of the Common Property for safety purposes as a result of construction activities;
- (v) using parts of the Common Property for storing construction materials and vehicles;
- (vi) accessing the Common Property for carrying out the Development Activities;
- (vii) carrying out excavation and general construction earthworks and related activities;
- (viii) constructing improvements generally;
- (ix) constructing Common Property; and
- (x) preparing and registering amendments to the Scheme generally in accordance with the Master Plan and this Management Statement as amended from time to time.

3.5 No objection to stages

The Members must not object to the Developer carrying out the Development Activities or any aspect of the Development Approval as they relate to the completion of the Scheme in stages.

4. Plan of Construction Zones and Access Zones

A plan of the anticipated Construction Zones and Access Zones for each stage of the development of the Scheme is set out in Attachment 3.

4.1 Construction Zones and Access Zones

- (a) During the development of the Scheme the Developer may restrict or prohibit access to parts of the Common Property designated by the Developer as Construction Zones in order to provide safety and amenity to Owners and Occupiers.
- (b) If the Developer designates a Construction Zone, the Developer must designate parts of the Common Property as Access Zones to enable Owners and Occupiers to travel through the Common Property safely outside the Construction Zones.
- (c) The Developer must ensure the Development Activities carried out in the Construction Zones are carried out in accordance with the Development Approval and any relevant Law.
- (d) Owners and Occupiers must not enter a Construction Zone.

4.2 Traffic management plan

- (a) During the development of the Scheme the Developer may prepare and adopt a pedestrian and/or vehicular traffic management plan concerning the use of the Common Property (**Traffic Management Plan**).
- (b) A Traffic Management Plan may impose rules about the use of Common Property or the Community Facilities and may include information relating to:
 - (i) access to, or use of, Common Property (including any restriction, reduction, prohibition or alteration of such access or use);
 - (ii) safety measures such as the imposition of speed limits in the Common Property;
 - (iii) fire hazards to persons and property;
 - (iv) personal or vehicular accidents;

- (v) transporting, loading and unloading of goods, furniture, equipment and construction materials within the Common Property; and
 - (vi) cleaning of oil and grease marks.
- (c) Each Member must:
- (i) display any Traffic Management Plan provided by the Developer in a prominent position on the Lot owned by the Member;
 - (ii) observe the Traffic Management Plan; and
 - (iii) ensure that any Occupier of a Lot observes the Traffic Management Plan.

4.3 Arrangements during the development of the Scheme

During the development of the Scheme, the Developer may without the prior consent of the Management Committee restrict access to part of the Common Property in accordance with clauses 4.1 and 4.2 of this Management Statement provided the restriction of access does not prevent Occupiers of a Lot from accessing the Lot.

5. Scheduling of staged development of Scheme

- (a) The anticipated program for the development of the Scheme is as follows.

Stage in development of Scheme Land	Times for starting and finishing stages in development of Scheme Land
1	Stage 1 has started as at the date of this Management Statement and is expected to be finished by 30 June 2022. The development of Lots 1 to 3 has finished as at the date of this Management Statement. The development of the Common Facilities in Lot 6 immediately adjacent to Lots 1 to 3 (being access roads) has finished as at the date of this Management Statement.
2	Stage 2 is proposed to start on 1 July 2020 and finish on 30 June 2024.

- (b) The dates referred to in clause 5(a) above are indicative only and are subject to change.

6. Schedule of the hours when work may be carried out on the development of the Scheme

The Developer may carry out work on the Scheme Land for the development of the Scheme on Monday to Saturday (inclusive), between the hours of 7:00 am to 8:00 pm, unless that schedule of hours is not permitted by the *Environmental Protection Regulation 2005*.

7. Easements

7.1 Statutory easements

All Lots in the Scheme have the benefit of the following statutory easements under Part 10 of the Community Title Act:

- (a) easements for support – section 70;
- (b) easements for utility services – section 71 (which includes easements for relevant utility services such as sewerage, water, electricity, gas and telecommunications);

- (c) easements for shelter – section 72;
- (d) easements for projections – section 73; and
- (e) easements for maintenance of building close to boundary – section 74.

7.2 Easements for access

Easements for access are shown on the deposited plan for the Scheme Land (DP 11671) and in the Easement Plan in the Master Plan for the Scheme. The Developer may vary the location of the easements for access shown in the Easement Plan.

7.3 Location of Services and meters

The Developer may install Services infrastructure, including metering infrastructure relating to the Services provided to one or more residential Lot, on the Common Property.

8. Description of the amenities to be provided as part of the Scheme development

8.1 Community Facilities generally

- (a) The Development Application provides details of:
 - (i) the Common Property and the Community Facilities;
 - (ii) the purposes for which the Community Facilities are to be provided; and
 - (iii) the extent to which the Community Facilities will be available for use by Members.
- (b) Arrangements for providing and maintaining the Community Facilities and defraying the cost of their provision and maintenance are set out in the draft budget of the Scheme at Attachment 1.
- (c) The Body Corporate may make alternate arrangements for the maintenance, repair or replacement of the Community Facilities.

8.2 Waste areas

- (a) **Common Property waste areas** – Waste areas (including recycling waste and Common Property refuse area) are located in various areas within the Scheme. The details of access to the shared waste facility areas for Owners and Occupiers are determined by the By-laws or other rules as made by the Body Corporate or Management Committee and the Owner's Corporation rules for the relevant Owners Corporation.
- (b) **Purpose** – The purpose of the waste areas is to provide facilities for Owners and Occupiers to dispose, store and remove waste.
- (c) **Availability** – The availability of the waste areas will be determined by the By-laws or other rules as made by the Body Corporate or Management Committee.
- (d) **Control** – The Body Corporate has the overall responsibility for ensuring the waste areas have garbage materials that are properly stored and removed within the Scheme, and each Occupier has obligations in relation to the storage and disposal of waste from within the Scheme that are set out in the By-laws.

9. Lot Entitlement Schedule

A Lot Entitlement Schedule is set out at Attachment 4 which includes:

- (a) the lot entitlement for each Lot; and
- (b) the total of the entitlements of all Lots that are not Common Property.

10. Body corporate to be established on registration of the Scheme

The Owners Corporation will be established on registration of the Scheme in accordance with section 30 of the Community Title Act. As at the date of this Management Statement, the establishment of an additional body corporate for the Scheme is not envisaged.

11. Membership of the Body Corporate

11.1 Owners

All Owners are Members of the Body Corporate.

11.2 Developer

- (a) The Developer may from time to time be, or remain, an Owner within the Scheme. While the Developer is an Owner, it will also be a member of the Body Corporate.
- (b) If the Developer is not an Owner, a representative or representatives of the Developer may be a Member of the Body Corporate for the first 2 years following registration of the Scheme.

11.3 Amendments, authorisation and approval

- (a) The Developer may require the Body Corporate to amend:
 - (i) the Scheme;
 - (ii) this Management Statement;
 - (iii) the Lot Entitlement Schedule;
 - (iv) the By-laws; or
 - (v) any other constituent documents of the Scheme,if required to implement or give effect to or which would otherwise beneficially affect any of the Designated Matters or which is of assistance to the Developer in the exercise of rights in relation to the Designated Matters.
- (b) If an amendment referred to in clause 11.3(a) is required by the Developer, each Member must, as applicable:
 - (i) not object to the application for authorisation to amend the Scheme;
 - (ii) agree to and give its consent to amendment of the Scheme, or if required by the Registrar General, agree to and give its consent to lodgement of a new or replacement Master Plan;
 - (iii) agree to and give its consent to amendment of:
 - (A) this Management Statement;
 - (B) the Lot Entitlement Schedule; or
 - (C) the By-laws,or if required by the Registrar General, agree to and give its consent to lodgement of a new or replacement Management Statement;
 - (iv) do all things necessary to ensure that the Land Owner, the Developer or the Body Corporate can lodge any relevant documents, including material related to the authorisation to amend the Scheme and this Management Statement for registration, including promptly signing all documents required to give effect to registration and producing all certificates of title (if required); and
 - (v) not to seek redress for any amendments referred to in this clause 11.3(b).

- (c) Except to the extent prohibited by Law, each Member must vote:
 - (i) in favour of any motion for a resolution of the Body Corporate to implement or give effect to, or which would otherwise beneficially affect, any of the Designated Matters or which is of assistance to the Developer in the exercise of rights in relation to the Designated Matters; and
 - (ii) against any motion for a resolution of the Body Corporate that, if passed, would delay, hinder or prevent the implementation of or giving effect to or which would otherwise detrimentally affect the Designated Matters or which is not of assistance to the Developer in the exercise of rights in relation to the Designated Matters.

12. Management Committee

12.1 Appointment and election of the Management Committee

The Body Corporate may by Ordinary Resolution at an annual general meeting:

- (a) appoint or remove the officers of the Management Committee;
- (b) appoint the Manager (if any) to be the secretary and/or treasurer of the Management Committee;
- (c) change the membership of the Management Committee; or
- (d) overrule a decision of the Management Committee (if it has not been acted on).

12.2 Composition of the Management Committee

- (a) The Management Committee must consist of a representative of at least 2 Members of the Body Corporate.
- (b) A representative or representatives of the Developer or the Land Owner may nominate itself as an officer or Management Committee member during the first 2 years of the operation of the Scheme.

12.3 Role of the Management Committee

The role of the Management Committee is to:

- (a) conduct the business of the Scheme in accordance with the Community Title Act, including giving effect to the resolutions of the Body Corporate;
- (b) levy contributions and administer business transactions, finance and spending in accordance with the Body Corporate resolutions;
- (c) effect Insurances;
- (d) operate, maintain, renew, repair, renovate and replace the Common Property and Community Facilities;
- (e) determine, levy and recover contributions to any administrative and sinking funds and make payments from those funds;
- (f) comply with this Management Statement, the By-laws, the Community Title Act, the Community Title Regulations and the Planning Act (as applicable);
- (g) change, amend, add to or extend the Scheme, the Management Statement, the By-laws and the exclusive use by-laws, as necessary, or as required by relevant Laws;
- (h) monitor the performance of and supervise any contractor or agent, including any Manager and any building manager engaged by the Management Committee;
- (i) monitor the performance by Members, Owners and Occupiers of their obligations under the Management Statement and any easements;

- (j) make rules about use of the Common Property, including any Community Facilities;
- (k) control consider any submission to the Management Committee by an Owner in accordance with Community Title Act; and
- (l) convene and hold meetings in accordance with the Community Title Act.

12.4 Power of the Management Committee

- (a) Subject to clause 12.4(b), the Management Committee may, if authorised by a Unanimous Resolution of the Body Corporate at a general meeting, exercise any powers of the Body Corporate.
- (b) The Management Committee cannot have powers that may only be exercised by the Body Corporate through a Unanimous Resolution.

12.5 Authorised functions

The Management Committee may be authorised to do the following in fulfilling the role outlined in clause 12.3:

- (a) appoint, and contract with person/s to provide operational, maintenance, renewal, replacement and repair services in respect of the Common Property and Community Facilities;
- (b) appoint, and contract with person/s to advise and assist the Management Committee in the administration and performance of functions under the Management Statement and the By-laws including appointing and contracting with consultants and experts or security personnel;
- (c) appoint and delegate any of its powers, authorities and duties or functions to a Manager;
- (d) appoint a sub-committee of Members to investigate and report on any of the Management Committee's powers, authorities, duties or functions set out in this Management Statement or in the Community Title Act or the By-laws and in so doing must clearly define the power, authority, duty or function which must be investigated and reported according to the Management Committee's directions; and
- (e) appoint a treasurer, chairperson and a secretary as officeholders of the Management Committee.

13. Management Committee officers

13.1 Officers of the Management Committee

The officers of the Management Committee are the secretary, treasurer, and chairperson.

13.2 Functions of the secretary

The functions of the secretary (who may be the Manager) of the Management Committee are to:

- (a) convene meetings and prepare notices and agendas for those meetings;
- (b) each year include a motion in the annual general meeting notice for the Body Corporate to decide if it should confirm or change its Insurances;
- (c) answer communications directed to the Management Committee;
- (d) perform secretarial functions for the Management Committee;
- (e) distribute minutes of meetings of the Management Committee; and
- (f) keep the Management Committee's records.

13.3 Functions of the treasurer

The functions of the treasurer (who may be the Manager) of the Management Committee are to:

- (a) oversee the general financial solvency of the Body Corporate;
- (b) prepare and send notices of contributions to Owners;
- (c) collect contributions from Owners in accordance with the levies determined by the Body Corporate and in accordance with the Community Title Act;
- (d) receive, acknowledge, bank and account for the contributions, levies, and other money paid to the Body Corporate;
- (e) prepare certificates about contributions, insurances, outgoings, and any other matters required under the Community Title Act; and
- (f) keep the financial records, accounting records, and financial statements for the Body Corporate and in accordance with the Community Title Act.

13.4 Functions of the chairperson

The function of the chairperson is to preside at the Body Corporate meeting and/or the Management Committee meeting at which they are present.

14. Appointment of a manager

- (a) The Body Corporate has the power to appoint and enter into agreements with a building or strata manager to provide management and operational services for the Scheme.
- (b) The duties of a Manager under an agreement between it and the Body Corporate may include, without limitation:
 - (i) caretaking, supervising and servicing Common Property;
 - (ii) supervising the cleaning, repair, maintenance, renewal or replacement of Common Property;
 - (iii) arranging for the inspection and certification of plant and equipment as required by law;
 - (iv) providing services to the Body Corporate, Owners and Occupiers including, without limitation, the services of a handyman and cleaning services;
 - (v) performing the role of secretary and treasurer on the Management Committee;
 - (vi) supervising any employees and contractors of the Body Corporate; and
 - (vii) doing anything else that the Body Corporate considers necessary for the operation and management of the Scheme.

15. Statement of the voting rights of the Members

15.1 Voting Rights

- (a) At each meeting of the Body Corporate, each Member (except a Defaulting Member) is entitled to voting rights in accordance with its proportionate Lot entitlement.
- (b) At each meeting of the Management Committee, each member of the Management Committee (other than a Manager (if any)) is entitled to exercise 1 vote.
- (c) A Defaulting Member is not entitled to vote, but can attend and address the meeting of the Body Corporate or the Management Committee.
- (d) If a representative of a Member is appointed (a proxy), then the representative of the Member entitled to vote (not being a Defaulting Member) must exercise a vote at a

meeting in accordance with the direction of the Member who appointed the representative.

- (e) The chairperson does not have a casting vote at meetings of the Body Corporate or Management Committee.
- (f) The chairperson, secretary and treasurer are not entitled to vote at meetings of the Management Committee (unless they are the representative of a Member).
- (g) Any Member may request a poll, and where a poll is required, the Member is entitled to voting rights in accordance with its proportionate Lot entitlement.

16. Meetings

16.1 Meetings under the Community Title Act

Meetings of the Body Corporate and the Management Committee must be convened and conducted in accordance with the Community Title Act, and with consideration to this Management Statement and the By-Laws.

16.2 Frequency of meetings

- (a) The Body Corporate or the Management Committee must convene an annual general meeting within 3 months after the formation of the Scheme.
- (b) The Body Corporate or the Management Committee must convene an annual general meeting within 15 months of the previous annual general meeting.
- (c) A special general meeting of the Body Corporate may be called at any time and must be called if required by not less than 1/3 of the total Members.

17. Notice of the meetings

17.1 Time and content

- (a) The Management Committee must give, at least 14 days before the meeting, each Member written notice of the meeting:
 - (i) stating the date, time and place of the general meeting;
 - (ii) stating the nature of the business to be transacted;
 - (iii) setting out any proposed resolution, if a unanimous resolution is to be put to the general meeting;
 - (iv) together with a written agenda and any relevant motions.
- (b) The notice must be given to each Member by the secretary of the Management Committee (or by the Manager if delegated that function by the Management Committee).
- (c) *In case of an emergency a shorter notice may be given, provided it is in writing with a minimum of 48 hours' notice and in compliance with the Community Title Act.*

17.2 Agenda

The written agenda for the meeting must include details of all business which the Body Corporate or the Management Committee will deal with at the meeting. The Management Committee cannot deal with business that is not on the agenda for the meeting.

17.3 Service

- (a) A notice in connection with the By-laws, the Community Title Act or the Management Statement (**Notice**) must be in writing and service may be administered as follows:
 - (i) by hand delivery by leaving it at the address of the addressee/Member;
 - (ii) by ordinary post to the addressee/Member; or
 - (iii) by email to the email address of the addressee/Member.
- (b) Unless a later time is specified in it, a Notice is deemed to be given:
 - (i) if delivered by hand, at the time of delivery;
 - (ii) if sent by email, at time of delivery on the sender's outgoing mail sever
 - (iii) if sent by post, on the third day after posting.Clause 17.3(b)(ii) does not apply if:
 - (iv) the intended recipient promptly informs the sender that the email content was received in an incomplete or garbled form; or
 - (v) the sender's outgoing mail sever indicates an error or a faulty or incomplete transmission.
- (c) If delivery or receipt is not on a Business Day or if receipt is later than 5:00 pm, local time at the place of delivery, then the Notice is deemed to have been delivered and received on the next Business Day.

18. Minutes of the meeting

18.1 Minutes of the Meeting issued by the Secretary

- (a) The secretary must give a copy of the minutes of the meetings to each member of the Management Committee and each Member within 5 Business Days of the meeting.
- (b) The minutes of the meeting may be given as noted in the service of a Notice under clause 17.3.

19. Keeping of records of the meeting

19.1 The Responsibility of the Management Committee

The Management Committee must:

- (a) keep records and books of account of all the amounts payable and payments made under the By-laws and the Management Statement;
- (b) keep copies of notices given or received, agendas, motions and minutes;
- (c) enter all matters and transactions usually entered in books of account kept by any Manager appointed; and
- (d) retain all records and books of account for a period of 7 years from the date of the last entry (or for any other period as prescribed by the Community Title Act).

19.2 Books and Records to be Available for Inspection

The Management Committee must make available, upon receiving 2 Business Days' notice by a Member, or a person authorised on behalf of the Member, the records and books of account for inspection during normal business hours. The Management Committee must make available, upon 2 Business Days' notice by a Member, or a person authorised on behalf of a Member, the materials the subject of clause 19.1 during normal business hours.

20. Administrative Fund and sinking fund

20.1 Power to levy contributions

The Body Corporate or the Management Committee must:

- (a) levy contributions in respect of the Administrative Fund to meet the requirement under the Community Title Act to have funds and expenditure available for the insurance, maintenance, repair, upkeep, use or operation of the Common Property, including the Services and Community Facilities; and
- (b) levy contributions in respect of the sinking fund as permitted under the Community Title Act; and
- (c) determine and recover the levy contributions on a regular periodic basis, as determined by the Management Committee (ie quarterly or annually).

20.2 Establishing the Administrative Fund and the Sinking Fund

- (a) The Management Committee may establish and maintain accounts for meeting its contributions under the Community Title Act and towards fulfilment of the role outlined in clause 12.3, and the fund may be divided into separate parts, if the Management Committee considers it appropriate, namely:
 - (i) a fund to pay the day to day expenses of operating and maintaining the Common Property and the Community Facilities, the costs of the Insurances, administrative costs, and other recurrent costs which are not capital works; and
 - (ii) a sinking fund for capital works.
- (b) If a sinking fund is established the funds must be used to pay large expenditure items such as the costs of renewal, repair, renovation or replacement of the Common Property, the Services or the Community Facilities.

21. Insurances

21.1 The obligation to effect and maintain Insurances

The Management Committee must effect and maintain the Insurances throughout the operation of the Management Statement and the Scheme and without limitation must:

- (a) effect and maintain public liability insurance for no less than \$20 million for the following events:
 - (i) death, bodily injury or illness of anyone; and
 - (ii) loss of, or damage to, the property for anyone;
- (b) effect and maintain Insurances on the Common Property for the following events:
 - (i) fire, lightning, tempest, earthquake and explosion;
 - (ii) riot, civil commotion, strikes and labour disturbances;
 - (iii) malicious damage;
 - (iv) bursting, leaking and overflowing of boilers, water tanks, water pipes and associated apparatus;
 - (v) impact of aircraft (including parts of, and objects falling from, aircraft) and road vehicles, horses and cattle;
- (c) review the Insurances at least once every 12 months and the secretary must include a motion in the annual general meeting in respect to Insurance as required under clause 13.2(b).

- (d) at least every two years appoint an appropriately qualified expert (with at least 5 years' experience in insurance valuations for buildings of this type) to advise it as to the adequacy and appropriateness of the Insurances;
- (e) allow for insurance premium cost increase which may occur during the period of the Insurances;
- (f) immediately effect new insurance or adjust existing Insurances if there is an increase in or a new risk to the Common Property, Community Facilities or Services;
- (g) ensure that any relevant information known to it and relating to the Insurances is provided to the relevant insurer;
- (h) immediately effect new Insurances or adjust Insurances if there is an increase in risk or new risk to the Body Corporate or Common Property, Community Facilities or Services; and
- (i) ensure the secretary of the Management Committee includes a motion in the annual general meeting notice for the Body Corporate to decide if it should confirm or change its Insurances.

21.2 The cost of Insurances

The Owners agree that the cost of the Insurances is to be included in the contributions towards the Administrative Fund.

21.3 Premium for Insurances

Premiums for the Insurances are to be paid by the Owners in the proportions as set out in Lot Entitlement and as specified under the Community Title Act.

21.4 Obligations of Owners and Occupiers in respect to Insurances

- (a) Owners and Occupiers must not at any time do anything that might:
 - (i) void or prejudice any Insurances; or
 - (ii) increase any Insurances premiums
 except with the consent of the Management Committee.
- (b) If an Owner or Occupier does anything to increase an insurance premium paid by the Management Committee, the Owner or Occupier must pay the increased amount.
- (c) Each Owner must effect public liability insurance on their own Lot and each owner of a Unit within a Units Plan as registered on a Lot within the Scheme must effect public liability insurance in respect to that Unit.

22. Resolution of disputes between Members and Body Corporate

22.1 Definition

In this clause 22 the term 'Community Party' means the Body Corporate, a Member or a number of Members acting together.

22.2 Members to attempt to resolve

Each Community Party must endeavour in good faith to resolve disputes between Community Parties as set out under this clause 22.

22.3 Notice of Dispute

- (a) A Community Party (First Party) may at any time notify another Community Party (Second Party) of a dispute by serving a notice in writing upon the Second Party.
- (b) A notice advising of a dispute served under the preceding clause must:

- (i) identify the subject matter of the dispute;
- (ii) state the facts upon which the First Party relies;
- (iii) identify any Laws, by-laws or provisions of this Management Statement relevant to the dispute;
- (iv) attach copies of all correspondence and background information relevant to the dispute in the possession or control of the First Party;
- (v) contain any particulars of:
 - (A) the amount in dispute (if any); and
 - (B) the resolution to the dispute sought by the First Party.
- (c) The First Party must provide a copy of any dispute notice to the Manager no later than 1 Business Day after is served on the Second Party.

22.4 Conciliation or mediation

If the dispute is not resolved within 10 Business Days after receipt of the notice the subject of clause 22.3(a) by the Second Party, then the Community Parties subject to the dispute must meet to attempt to agree on referring the dispute for conciliation or mediation by a conciliator or mediator agreed between the relevant Community Parties.

22.5 Appointment of a conciliator or mediator

If the relevant Community Parties cannot agree on a conciliator or mediator, the Body Corporate must request that the President of the Law Society of the Australian Capital Territory appoint a conciliator or mediator.

22.6 Procedures to be adopted by a conciliator or mediator

- (a) The conciliator or mediator acts as an expert and not as an arbitrator.
- (b) Except as to matters of Law, the conciliator or mediator's decision including any decision to an expense arising from the dispute is final and binding on each Community Party subject to the dispute.
- (c) The appointment must require the conciliator or mediator to make a decision within 20 Business Days of the appointment.
- (d) The conciliator or mediator may appoint consultants as the conciliator or mediator thinks necessary to advise on any aspect of the dispute.
- (e) Each relevant Community Party may make written submissions to the conciliator or mediator about the dispute and costs.
- (f) If a Community Party makes a submission, that Community Party must:
 - (i) submit the submission within 10 Business Days of the appointment of the conciliator or mediator; and
 - (ii) provide the other party with a copy of its submission within 2 Business Days of submission to the conciliator or mediator.
- (g) A Community Party who makes a submission must:
 - (i) co-operate with the conciliator or mediator; and
 - (ii) as required by the conciliator or mediator, promptly provide the conciliator or mediator with information in the possession or control of that Community Party and relevant to the matter to be determined;
 - (iii) clause 22.6(g)(ii) does not apply if the information would be subject to a claim for privilege if the matter were the subject of legal proceedings.
- (h) Each Community Party subject to the dispute agrees that:

- (i) the conciliation or mediation is confidential;
 - (ii) all communications related to the conciliation mediation will be without prejudice; and
 - (iii) they will not seek to join the conciliator or mediator in any legal proceedings relating to the dispute.
- (i) Within 20 Business Days of the conciliator's or mediator's appointment the conciliator or mediator must determine the matters in dispute having regard to the written submissions of the Community Parties, this Management Statement, the By-laws and the conciliator's or mediator's own enquiries.

22.7 Payment of the fees and expenses of a conciliator or mediator

- (a) Within 10 Business Days of appointment of the conciliator or mediator, the conciliator or mediator will supply the Community Parties subject to the dispute with an estimate of fees that will be incurred by the conciliator or mediator.
- (b) Subject to clause 22.8, costs of the conciliation or mediation and any other costs and expenses will be shared equally between the Community Parties subject to the dispute unless otherwise agreed.

22.8 Failure to participate in dispute resolution procedure

If a Community Party subject to the dispute refuses to enter into conciliation or mediation or terminates the conciliation or mediation before the dispute is resolved, that Community Party will be required to pay the costs of the conciliation or mediation.

22.9 Expert determination

22.10 Limited recourse to litigation

Despite anything else to the contrary contained in this clause 22, a Community Party subject to the dispute may institute court proceedings or apply for an order with ACT Civil and Administrative Tribunal, in accordance with the Community Title Act, with respect to any breach of the By-laws, if such proceedings are necessary:

- (a) to avoid the expiration of any applicable time limitation; or
- (b) to obtain an injunction to prevent immediate harm or loss which could be redressed or compensated adequately after the event.

22.11 Commencement of action

No party is entitled to commence or maintain any action, whether by way of legal proceedings or arbitration, relating to any dispute under this clause until it has been referred and determined as provided in this clause 22.

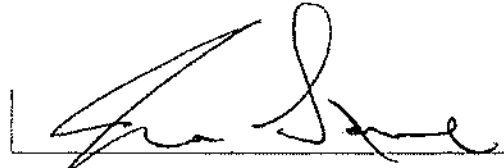
Signed for and on behalf of the Planning and Land Authority by its duly authorised delegate in the presence of



Signature of witness

Simon Baker

Name of witness (print)



Signature of delegate

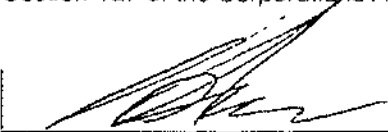
Irma Sare

Name of delegate (print)

Senior Officer Grade C

Position of delegate (print)

Executed by CBR Developments 2 (Watson) Pty Ltd ACN 624 361 057 in accordance with Section 127 of the Corporations Act 2001



Signature of director

ADAM LAIRD NOWACKA

Name of director (print)



Signature of director/company secretary

(Please delete as applicable)

JONATHAN TARKIEWICZ

Name of director/company secretary (print)

Date of this Management Statement:

NØRREBRO
WATSON

Attachment 1 Draft budget

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122
Watson

Estimated Budget – Community Title Common Property

Blocks 1-16 Section 122 Watson ACT

The developer's estimate, based on reasonable grounds of the corporation's Administrative Fund budget for 2 years after the units plan is registered.

<i>Administrative Fund</i>	<i>Year 1</i>	<i>Year 2</i>
<i>Waste Removal</i>	\$4,000.00	\$4,200.00
<i>Electricity</i>	\$3,000.00	\$3,500.00
<i>Gardens & Grounds</i>	\$70,000.00	\$73,500.00
<i>Insurance Premium</i>	\$14,000.00	\$14,700.00
<i>Management Fees (All Inclusive)</i>	\$10,000.00	\$10,500.00
<i>Water</i>	\$15,000.00	\$16,000.00
<i>Maintenance General</i>	\$5,000.00	\$6,000.00
<i>Totals</i>	\$121,000.00	\$128,400.00

No Sinking Fund Budget has been allowed for due to the requirement for the Owners Corporation to obtain and approve an initial Sinking Fund Forecast prior to the second Annual General Meeting

Community Title Contribution Schedule - Blocks 1-16 Section 122 Watson ACT

The developer's estimate, based on reasonable grounds of the corporation's Administrative Fund budget for 2 years after the units plan is registered.

<i>Block</i>	<i>Letter</i>	<i>CTS Lot Number</i>	<i>Entitlement</i>	<i>Annual Contribution</i>
1	A	12	119	\$14,399
2	Part B	Part 10	98	\$11,858
3	C	13	122	\$14,762
4	Part D	Part 9	121	\$14,641
5	E	8	33	\$3,993
6	F	7	61	\$7,381
7	G	5	89	\$10,769
8	H	2	87	\$10,527
9	J	1	66	\$7,986
10	K	4	74	\$8,954
11	L	3	52	\$6,292
12	M	11	78	\$9,438
13	Part B	Part 10		
14	Part D	Part 9		
			Total 1000	Total \$121,000

The above contributions represent what will be typical contributions by all Lots in the Community Title Scheme on full completion of the Development. Contributions for Lots 1 to 5 have been set at a pro rata amount for the first 2 years due to the staged development.

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Attachment 2 By-laws

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122
Watson



Community Title Scheme – By-laws

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson

By-laws

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Agreed terms

1. Definitions

Administrative Fund means the fund established by the Body Corporate to meet its recurrent and capital expenditure.

Body Corporate means the corporation established upon registration of the Scheme under section 30 of the Community Title Act.

Business Day means a day on which banks in the Australian Capital Territory are open for business but does not include a Saturday, Sunday or public holiday.

By-laws means these by-laws of the Body Corporate made in accordance with Division 8.5 of the Community Title Act, including any exclusive use by-laws, and as registered at the time of registration of the Scheme and as amended under and in accordance with the Community Title Act.

Common Property means the common property of the Scheme constituted upon registration of the Scheme and described in the Master Plan.

Community Facilities means the facilities in the Scheme located on the Common Property and intended for common access and use by Members and Occupiers of the Lots including roads, pedestrian walkways, landscaping, parklands, outdoor cooking areas, gardens, the urban forecourt, playground equipment and artwork.

Community Title Act means the *Community Title Act 2001*.

Community Title Regulations means the *Community Title Regulation 2002 (ACT)*.

Defaulting Member means a Member who fails to pay a contribution or an additional contribution imposed by the Body Corporate or the By-laws or the Community Title Act.

Developer means CBR Developments 2 (Watson) Pty Ltd ACN 624 361 057 .

Development Activities means the development of the Scheme Land in accordance with the Development Approval and the Stage 2 Development Application, including:

- (a) any form of demolition work, excavation work, earthworks, landscaping work or related activities on the Scheme Land;
- (b) any form of building work or work ancillary to or associated with building work on the Scheme Land including the installation, augmentation, connection and temporary disconnection of Services;
- (c) restricting access to part of the Common Property by Owners and Occupiers for safety purposes as a result of construction activities and use of parts of the Common Property for storing construction materials and vehicles;
- (d) reasonable access over the Common Property for carrying out the development works;
- (e) the installation, augmentation, connection and temporary disconnection of Services and Community Facilities;
- (f) changing the location or details of Services and Community Facilities;
- (g) the subdivision or dedication of the Scheme Land including the preparation and registration of the Scheme, the Master Plan, the By-laws and Units Plans;
- (h) placing in Scheme Land anything in connection with building, construction and development works including temporary signs, structures, building materials, fences, cranes and other equipment; and
- (i) other activities specified in the Management Statement.

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Development Application means DA201630707 and any amendment to that application or supplementary application whether before or after the date of the date the Scheme is established including DA201630707A(S141), DA201630707B(S141), DA201630707C(S141) and DA201630707(S197).

Development Approval means any notice of decision by the Planning and Land Authority in respect of the Scheme Land including the notices of decision for the Development Application and any Stage 2 Development Application (including amendments to such notices of decision).

Easements means the easements burdening or benefiting any lot under the Scheme.

Government Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Insurances means each and every policy of insurance required to be effected by or on behalf of the Body Corporate or as delegated to the Management Committee under and in accordance with the provisions of the Community Title Act and the Management Statement, including public liability insurance and building insurance and any other insurance the Management Committee determines to effect in accordance with the Management Statement or under Law.

Law includes all statutes, regulations, by-laws, ordinance, circulars issued by any Governmental Agency with the force of law and other delegated legislation and any rule of common law or equity and any statutory guidelines and environmental planning instruments from time to time.

Lot means a parcel of land identified as a lot in the Scheme.

Lot Entitlement Schedule means lot entitlement schedule in accordance with section 7(h) of the Community Title Act, and generally represents the proportionate ownership percentage of the entire Scheme.

Management Committee means the committee of management as appointed under the Community Title Act to represent and assist the Body Corporate with the management, control and administration of the Scheme.

Management Statement means the Community Management Statement registered as part of the Scheme as required by the Community Title Act.

Manager means a manager engaged by the Body Corporate in accordance with clause 13 of the Management Statement.

Master Plan means the master plan to be registered with the Scheme and as defined under the Community Title Act.

Member means an Owner including, as applicable, the Owners Corporations for each of Lots 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12 and 13 as formed upon registration of a Units Plan and including owners of any further lots (or the Owners Corporation is so formed upon the registration of a Units Plan) is created on registration of any plan of subdivision over the Scheme, and are the members of the Body Corporate as defined in the Community Title Act. Representatives of the Developer may also be Members in accordance with clause 11.2(b) of the Management Statement.

Occupier means each person who is an owner, tenant, occupier, mortgagee in possession, or who has the right to occupy or control a Lot or Unit within a Lot.

Ordinary Resolution means a resolution of the Body Corporate passed by at least one half of those present and entitled to vote at the meeting.

Owner means the person who owns from time to time.

Owners Corporation means the corporation established under section 8 of the *Unit Titles (Management) Act 2011*.

Planning Act means the *Planning and Development Act 2007*.

Scheme has the meaning that community title scheme has under section 5 of the Community Title Act and any and all such documents that comprise the community title scheme as defined in the Community Title Act.

Scheme Land means Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, Section 122 in the Division of Watson.

Service means water, sewerage, electricity, gas and telecommunication services.

Special Resolution means a resolution of the Body Corporate for which 75% votes were cast in the affirmative by those present and entitled to vote at the meeting.

Stage 2 Development Application means any development application(s) under the Planning Act for the development of that part of the Scheme Land on which the second stage of the Development Activities is undertaken, as set out in the Master Plan.

Unanimous Resolution a resolution of the Body Corporate for which no votes were cast in the negative by those present and entitled to vote at the meeting.

Unit means a unit as defined in section 9 of the Unit Titles Act and generally in accordance with the unit plan or a parcel designated on a unit title application, and registered as part of a Units Plan.

Units Plan means a units plan registered on a Lot within the Scheme in accordance with the Unit Titles Act.

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

2. Interpretation

2.1 Interpretation of the By-laws

In this document unless the contrary intention appears:

- (a) a reference to '\$' is to Australian currency;
- (b) words expressed in the singular include the plural and vice versa;
- (c) words expressed in one gender include the other genders, as is appropriate in the context;
- (d) a reference to a 'person' includes a corporation;
- (e) a reference to a party includes that party's heirs, successors and permitted assigns;
- (f) headings to clauses/by-laws are included for the sake of convenience only and do not affect the interpretation of the clauses/by-laws to which they relate; and
- (g) references to any statute or statutory provision include that statute or statutory provision as amended, extended, consolidated or replaced by subsequent legislation and any orders, regulations, instruments or other subordinate legislation made under the relevant statute.

3. Relationship with Management Statement

3.1 Contents of Management Statement

The Management Statement lodged with the Scheme and these By-laws may contain provisions which affect the Scheme and the Lots including but not limited to:

- (a) rights and obligations of Members, Owners and Occupiers;
- (b) rights and obligations of the Management Committee and the Body Corporate; and
- (c) maintenance, use of, and contributions made to the costs of, the Common Property.

3.2 Compliance with Management Statement

- (a) A Member, Owner or Occupier must comply with the Management Statement.
- (b) A breach of the provisions contained in the Management Statement amounts to a breach of these By-laws.

- (c) Nothing in these By-laws allows an Owner or Occupier to do something which is prohibited or regulated by the Management Statement.
- (d) If there is a conflict between these By-laws and the Management Statement, the terms of these By-laws must be amended to accord with the Management Statement;
- (e) If a Manager is appointed to manage the Common Property or other parts of the Scheme, Owners and Occupiers must comply with the reasonable directions of the Manager in the administration of these By-laws or the Management Statement.

4. Rights of the Developer during Development Activities

4.1 Rights and obligations of the Developer

The Developer may carry out Development Activities from the date the Scheme is established, without any need for the approval of the other Members, Owners or Occupiers, but subject to the terms of any easements and covenants and to the requirements of any applicable Laws and the requirements of any relevant Government Agency, including:

- (a) carry out building and Development Activities in its discretion;
- (b) carry out demolition work, building and associated work on the Common Property;
- (c) carry out landscaping and associated work with the Common Facilities on the Common Property;
- (d) build, construct or otherwise provide additional facilities on the Common Property in its discretion;
- (e) use any part of the Common Property to exercise its rights under the Management Statement and By-laws;
- (f) have unrestricted access to the Common Property;
- (g) park motor vehicles and equipment during the period of construction on the Common Property;
- (h) place or attach to the Common Property temporary structures, building materials, cranes and other equipment;
- (i) install and connect Services on the Common Property and connect Services in a Lot to service lines;
- (j) create and/or register easements, rights, profit a prendre, restrictions on use or a positive covenant for the efficient use of a Lot;
- (k) lock or secure any part of the Common Property;
- (l) gain access to any relevant restricted areas at any time in any way;
- (m) carry out any and all works permitted in accordance with the Development Approval and build or develop the Common Property and carry out the rights and objectives contemplated by the Management Statement and these By-laws;
- (n) contract or enter into arrangements with third parties for the purposes of carrying out any of the matters referred to in this by-law 4.1; and
- (o) carry out the installation, and/or creation and/or service and/or upkeep and/or maintenance to the extent required under the applicable laws or subject to the terms of any Easement and covenants.

4.2 Further obligations of the Developer

The Developer must, in carrying out any works or Development Activities:

- (a) properly maintain repair and keep in good condition the Common Property upon completion of the Development Activities or works under by-law 4.1.

- (b) take all reasonable steps to minimise disturbance to Owners and Occupiers while exercising the rights of the Developer under by-law 4.1.
- (c) leave the Common Property tidy upon completion of the Development Activities or works under by-law 4.1.

4.3 Rights of access of the Developer

The Developer may gain access to any restricted use area through the Common Property throughout the duration of works and Development Activities or any building works related to the Scheme.

4.4 Marketing

The Developer may, for the purpose of selling or leasing Lots, do the following activities on or the Common Property or Lots that it owns:

- (a) erect or place marketing or leasing or advertising signs;
- (b) conduct any real estate activities, without limitation, sales, auctions and leasing; and
- (c) allow other Owner or Occupiers to place marketing or leasing or advertising signs as agreed under separate arrangements or agreements with the relevant Owner or Occupier.

4.5 Sales Display

The Developer may use any Unit or Lot it owns or the Common Property for its own use for a sales display.

4.6 No Interference

The Body Corporate, Owners and Occupiers of a Lot must not interfere with or prevent the Developer from exercising its rights under this by-law.

4.7 Maintenance

The Developer must maintain and repair any parts of the Common Property for which the Developer has exclusive or restricted use rights under this by-law.

4.8 Maintaining the Common Property not subject to this section

The Body Corporate must levy its Members for the costs of maintaining the Common Property, but only those areas of the Common Property which are not payable and the responsibility of the Developer (as applicable to the Development Activities at the time Development Activities are being undertaken) under this by-law.

5. The By-laws and default by-laws

5.1 Owners and Occupiers bound

An Owner or Occupier of a Lot within the Scheme and their invitees agree to comply with the default by-laws under Schedule 1 of the Community Title Act, and the default by-laws form part of the By-laws of the Scheme.

5.2 Inconsistency

If there is an inconsistency between these By-laws as registered with the Scheme and the default by-laws under Schedule 1 of the Community Title Act, then these By-laws prevail.

5.3 Additional rules

- (a) The Body Corporate may make, amend and at any time add rules for the control, management, operation, use and enjoyment of the Common Property and the Scheme in accordance with the Community Title Act.
- (b) The rules bind Owners and Occupiers.

6. Common Property

6.1 Obstruction on the Common Property

An Owner or Occupier and any invitees must not obstruct lawful use of Common Property by any person.

6.2 Damage to lawns, plants, lighting on the Common Property

An Owner or Occupier and any invitees must not:

- (a) damage any Common Property including any lawn, garden, tree, shrub, plant, flower or light or lighting fixture being part of or situated on Common Property; or
- (b) use for his or her own purposes any portion of the Common Property as a garden.

6.3 Damage to Common Property

- (a) An Owner or Occupier and any invitees must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the prior written approval of the Body Corporate.
- (b) An approval given by the Body Corporate under by-law 6.3(a) cannot authorise any additions to the Common Property.
- (c) By-law 6.3(a) does not prevent an Owner or person authorised by the Owner from installing:
 - (i) any locking or other safety device for protection of the Owner's Lot against intruders; or
 - (ii) any screen or other device to prevent entry of animals or insects on the Lot; or
 - (iii) any structure or device to prevent harm to children; or
 - (iv) any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot,

unless the device is likely to affect the operation of fire safety devices in the Lot, and provided always that all relevant Laws are complied with.
- (d) Any locking or safety device, screen, deadlock, peephole or other device or structure referred to in by-law 6.3(c) must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the rest of the Scheme.
- (e) The Owner must:
 - (i) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 6.3(c) that forms part of the Common Property and that services the Lot; and
 - (ii) repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, deadlock, peephole or other device or structure referred to in by-law 6.3(c) that forms part of the Common Property and that services the Lot.

7. Behaviour generally

7.1 Behaviour of Owners and Occupiers

An Owner or Occupier must, when on Common Property, be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to other Owners or Occupiers or to any person lawfully using the Common Property.

7.2 Children playing on the Common Property

An Owner or Occupier and any invitees must not permit any child under 16 years of age of whom the Owner or Occupier has control (or ought to have control) to play on Common Property within the Scheme or, unless accompanied by an adult exercising effective control, to be or to remain on Common Property comprising a laundry, car parking area or other area of possible danger or hazard to children.

7.3 Behaviour of invitees

An Owner or Occupier must take all reasonable steps to ensure that invitees of the Owner or Occupier comply with all By-laws and do not behave in a manner that is dangerous, annoying or offensive, or likely to interfere or disrupt with the peaceful enjoyment of other Owners or Occupiers of any person lawfully using Common Property.

7.4 Noise

An Owner or Occupier and any invitees must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.

8. Waste enclosures and waste generally**8.1 Depositing of rubbish and other materials on Common Property**

- (a) An Owner or Occupier and any invitee must not deposit or throw on the Common Property any rubbish, dirt, dust, discarded item or other material likely to interfere with the peaceful enjoyment of the other Owners or Occupiers or any person lawfully using the Common Property.
- (b) An Owner or Occupier must clean up any waste left by pets in the Common Property.

8.2 Waste areas and enclosures

- (a) There are designated shared waste enclosures for use by the Owners or Occupiers.
- (b) Owners and Occupiers must only use the waste enclosures designated for their Lots and must not dump rubbish in areas that are not specifically used for that purpose.

9. Safety and insurances**9.1 Preservation of fire safety**

An Owner or Occupier must not do anything or permit any invitees to do anything on the Lot or Common Property that is likely to affect the operation of fire safety devices in the Lot or to reduce the level of fire safety in the Lots or Common Property.

9.2 Storage of flammable liquids and other substances and materials

- (a) An Owner or Occupier must not, except with the prior written approval of the Body Corporate, use or store on the Lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.
- (b) By-law 9.2(a) does not apply to chemicals, liquids or gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

9.3 Obligations of Owners and Occupiers in respect to Insurances

- (a) Owners and Occupiers must not at any time do anything that might:
 - (i) void or prejudice any Insurances; or
 - (ii) increase any Insurances premiums,

except with the consent of the Management Committee.

- (b) If an Owner or Occupier does anything to increase an Insurance premium paid by the Management Committee, the Owner or Occupier must pay the increased amount.
- (c) Each Owner must effect public liability insurance on their own Lot and each owner of a Unit within a Units Plan registered on a Lot within the Scheme is responsible public liability insurance in respect to that Unit.

10. Appearance of Lots

10.1 Appearance of Lot

The Owner or Occupier must not store or display any item in a Lot or balcony which is visible from outside that, when viewed, is not in keeping with the rest of the Scheme.

10.2 Drying of laundry items

An Owner or Occupier must not hang any washing, clothing, towel, bedding or other article on any part of the parcel in such a way as to be visible from outside the Lot or visible to any parts of the Common Property.

10.3 Signage etc.

The Management Statement and other agreements with third parties may contain provisions regulating signage and the use of signage within the Scheme. An Owner or Occupier must comply with the Management Statement in regard to signage and the erection of signage on any part of that Owner or Occupier's Lot, Unit or on the Common Property.

11. Planning compliance and leasing requirements

11.1 Compliance with Laws

- (a) An Owner or Occupier must ensure that the Lot is not used for any purpose that is prohibited by any Laws.
- (b) An Owner or Occupier must ensure that the Lot is not occupied by more persons than are allowed by Law to occupy the Lot.

11.2 Leasing

- (a) An Owner or Occupier must ensure that:
 - (i) the letting of any Unit is recorded under the terms of a residential lease under the relevant residential tenancies legislation;
 - (ii) any leasing agent is made aware of any restrictions on use imposed on the leasing of the Unit for residential use, whether under these By-laws or pursuant to the planning instruments of the Territory or any other Laws;
 - (iii) all reasonable endeavours are taken to ensure compliance with any restrictions on use referred to in this by-law 11;
 - (iv) that a copy of these By-laws and the Management Statement are attached to any residential lease.
- (b) Residential Units must only be used by Owners or Occupiers as residential use or by leasing subject to residential tenancies legislation. Other short term uses such as temporary rental of rooms, serviced apartments, and backpacker use are not permitted.

12. Notices

12.1 Service of documents

A document may be served by electronic means if the person has given the Body Corporate an e-mail address for the service of notices and the document is sent to that address.

13. Services

13.1 Provision of Services

The Body Corporate may, by Special Resolution, determine to enter into arrangements for the provision of the following services to one or more of the Lots, or to the Owners or Occupiers:

- (a) window cleaning;
- (b) garbage disposal and recycling services;
- (c) electricity, water or other service supply; and
- (d) telecommunications services (for example, cable television)

13.2 Fees for Services

If the Body Corporate makes a resolution referred to in by-law 13.1 to provide a service to a Lot or to the Owner or Occupier, it must indicate in the resolution the amount and the conditions on which the service is provided.

13.3 No overloading

An Owner or Occupier must not overload the electrical facilities provided to that Owner or Occupier's Lot or Unit. If overloading occurs, all costs associated with repairs to the Lot, Unit or the Scheme are the sole responsibility of the party causing the overload.

14. Vehicles, storage and carparking

14.1 Vehicles

An Owner or Occupier and any invitees must not park or stand any motor vehicle or other vehicle on Common Property (except with the prior written approval of the Body Corporate).

14.2 Use of carparking spaces on the Common Property

- (a) Carparking spaces may be designated and form part of the Common Property within the Scheme.
- (b) To avoid doubt, separate carparking spaces may also exist within and form part of a Units Plan, and these carparking spaces may be individually leased by the Occupier of a Unit or used by invitees of the Occupier, subject to any applicable Laws and the rules of the Owners Corporation for the relevant Units Plan.
- (c) Carparking spaces designated on the Common Property form part of the Common Property and may be subject to an exclusive use by-law, which allows a particular Occupier or Owner exclusive use of the carparking space area.

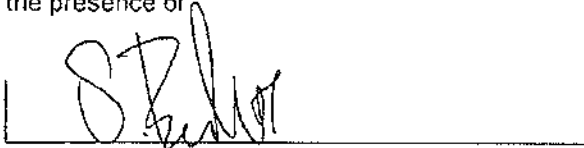
14.3 Storage of bicycles

An Owner or Occupier must not permit any bicycle to be left or stored in or otherwise remain on any part of the Common Property.

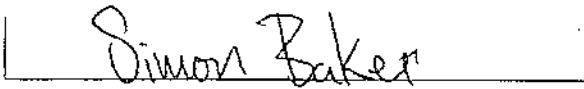
Signing page

EXECUTED as an agreement.

Signed for and on behalf of the **Planning and Land Authority** by its duly authorised delegate in the presence of



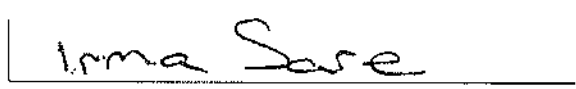
Signature of witness



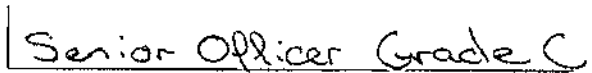
Name of witness (print)



Signature of delegate

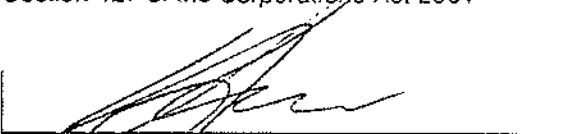


Name of delegate (print)

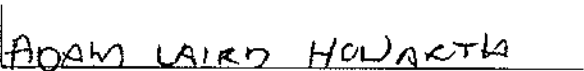


Position of delegate (print)

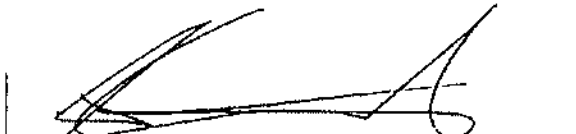
Executed by **CBR Developments 2 (Watson) Pty Ltd** ACN 624 361 057 in accordance with Section 127 of the *Corporations Act 2001*



Signature of director



Name of director (print)



Signature of director/company secretary

(Please delete as applicable)



Name of director/company secretary (print)

Date of these By-laws:

Attachment 3 Master Plan (including Plan of Construction Zones and Access Zones)

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122
Watson

The Plan of Construction Zones and Access Zones shows indicative Construction Zones that will be enclosed by the Developer at registration of the Scheme. Any part of the Common Property outside the Construction Zones is an Access Zone.

The location of the Construction Zones and Access Zones may be changed by the Developer from time to time.



Community Title Scheme – Master Plan

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson

1. Site Plan

- 1.1 A plan within the requirements of Section 6(a) of the *Community Title Act 2001 (ACT)* (*Community Title Act*) and the *Community Title Regulations 2002 (ACT)* (*Community Title Regulations*) is provided.
- 1.2 In accordance with the *Community Title Act* and the *Community Title Regulations*, the *Site Plan*:
- (a) delineates the site of the Scheme, comprised of each of Blocks 1 to 16 Section 122 in the Division of Watson (*Scheme Land*);
 - (b) shows each Lot included in the Scheme being:
 - (i) Lots 1, 2, 3, 4, 5, 7, 8, 9, 10, 11 and 12, which are residential Lots in the Scheme; and
 - (ii) Lots 6 and 14, which are Common Property Lots in the Scheme;
 - (c) identifies site services, waste management arrangements, access arrangements (internal to the site), off-site works and other works as documented in the *Development Approval*;
 - (d) shows the position of all buildings (as proposed) from the boundaries of the Lots on the Scheme Land;
 - (e) shows the building envelope for the buildings to be constructed (together with the proposed distances of each building from the boundaries of the Lots);
 - (f) shows the roads within the boundaries of the Scheme Land; and
 - (g) is drawn to scale and shows a North point.

2. Drawing of Building

- 2.1 Sketches complying with the requirements of section 6(b) of the *Community Title Act* are provided. The Scheme does not identify any particular colours or materials for building forming part of the Scheme, nor does it prescribe any particular landscaping requirements.

3. General Theme

- 3.1 The Scheme does not contain a general architectural or landscaping theme for the residential dwellings or the Common Property.

4. Services and Easements

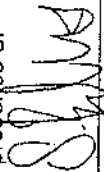
- 4.1 All Lots in the Scheme have the benefit of the following statutory easements under Part 10 of the *Community Title Act*:

- (a) easements for support – section 70;
- (b) easements for utility services – section 71;
- (c) easements for shelter – section 72;
- (d) easements for projections – section 73; and
- (e) easements for maintenance of building close to boundary – section 74.

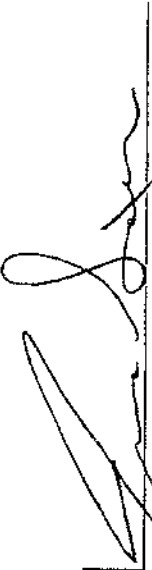
5. Interpretation

- 5.1 Capitalised terms in this Master Plan have the same meaning given to them in the *Management Statement* for the Scheme.

Signed for and on behalf of the Planning and Land Authority by its duly authorised delegate in the presence of


Signature of witness


SIMON BAKER
Name of witness (print)


Signature of delegate


Irma Sare
Name of delegate (print)

Senior Officer Grades C
Position of delegate (print)

Executed by CBR Developments 2 (Watson) Pty Ltd ACN 624 361 057 in accordance with Section 127 of the Corporations Act 2001


Signature of director

ADAM LAIKO NEWARKA
Name of director (print)


Signature of director/company secretary
(Please delete as applicable)

JANISMAN TUNJUNEVSKI
Name of director/company secretary (print)

Date of this Master Plan:

NØRREBRO
WATSON

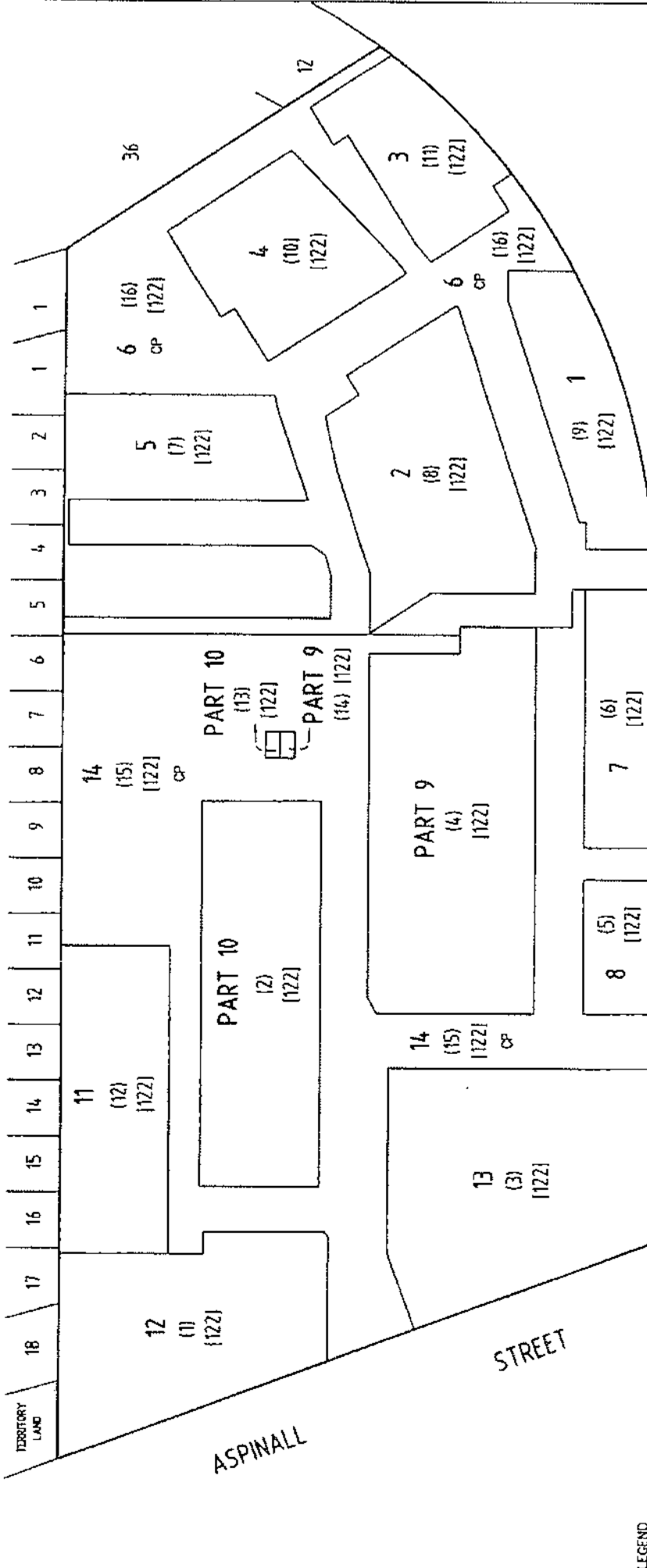
Community Title Scheme – Site Plan

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

- EASEMENTS FOR SUPPORT - SECTION 70
- EASEMENTS FOR UTILITY SERVICES - SECTION 71
- EASEMENTS FOR SHELTER - SECTION 72
- EASEMENTS FOR PROJECTIONS - SECTION 73
- EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74



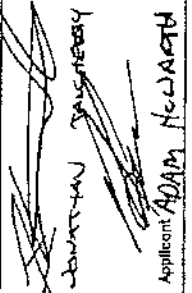
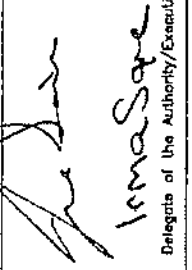
LEGEND

- 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
- (1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
- [122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
- 18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS
- CP DENOTES COMMON PROPERTY

NEGUS CRESCENT

NOTE
 STAGE 1 LOTS 1 - 6
 STAGE 2 LOTS 7 - 14

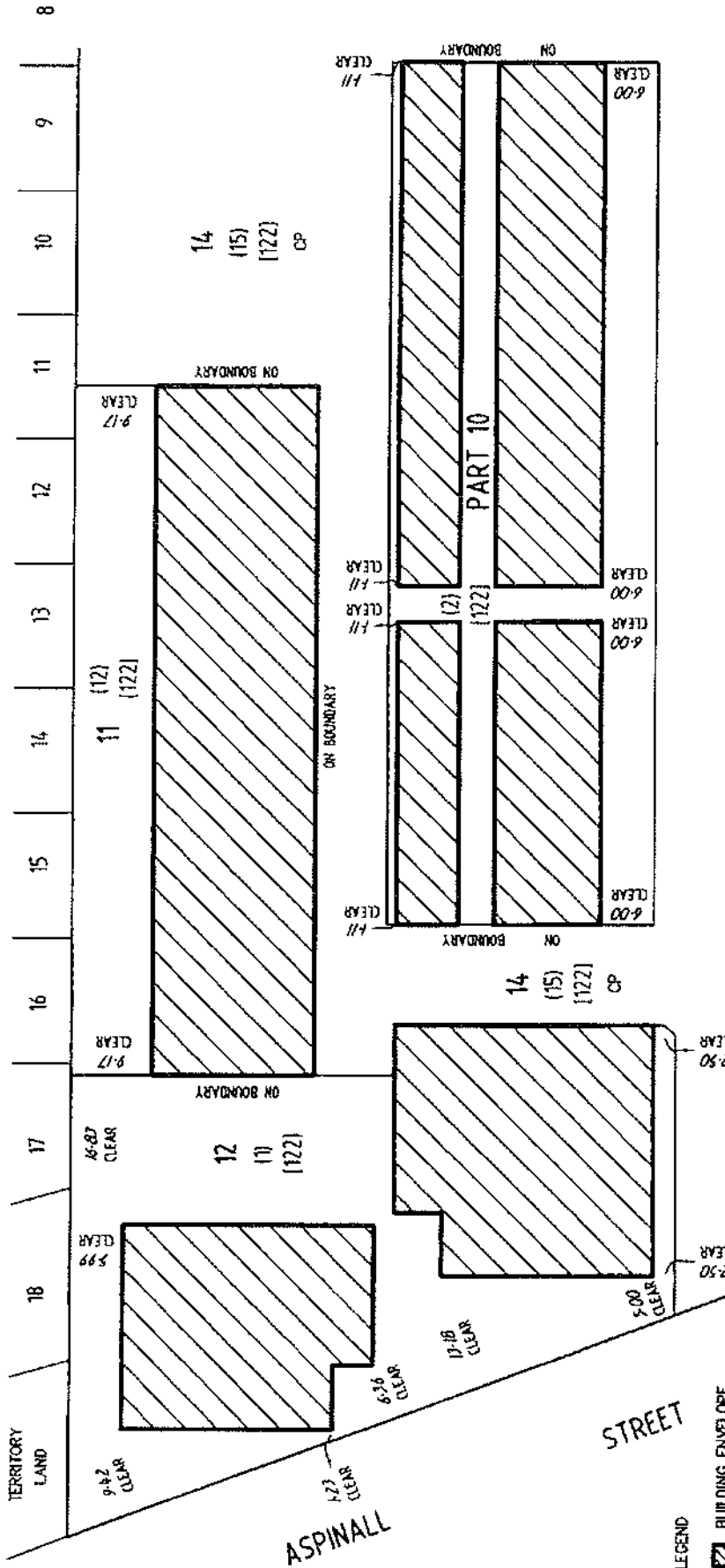
SHEET No 1 of 5 SHEETS

 Applicant: ADAM McLEOD	 Delegate of the Authority/Executive: Imasare	Register-General	LOTS: 1-14 SECTION: 122 DIVISION: WATSON AUSTRALIAN CAPITAL TERRITORY	SITE PLAN COMMUNITY TITLE SCHEME No
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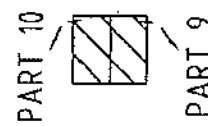
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ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

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- EASEMENTS FOR SHELTER - SECTION 72
- EASEMENTS FOR PROJECTIONS - SECTION 73
- EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74



SHEET 2 OF 5 ADJOINS



- LEGEND
- BUILDING ENVELOPE
 - 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
 - (1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
 - (122) DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
 - 18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS
 - CP DENOTES COMMON PROPERTY

SHEET 3 ADJOINS

NOTE
 STAGE 1 LOTS 1 - 6
 STAGE 2 LOTS 7 - 14
 BUILDING FOOT PRINT AT GROUND LEVEL

SHEET No 2 of 5 SHEETS

APPLICANT ADAM HENNINGSEN	DELEGATE OF THE AUTHORITY/EXECUTIVE Imma Sore	REGISTRAR-GENERAL	LOTS: 1-14 SECTION: 122 DIVISION: WATSON AUSTRALIAN CAPITAL TERRITORY	SITE PLAN: BUILDING ENVELOPE OVERLAY
			Scale 1:500 0 5 10 15 20 METRES	COMMUNITY TITLE SCHEME No

SHEET 2 ADJOINS

(7) 5

6

(16) (122) CP

(17) (122)

14

(15) (122) CP

14

(14) (122) CP

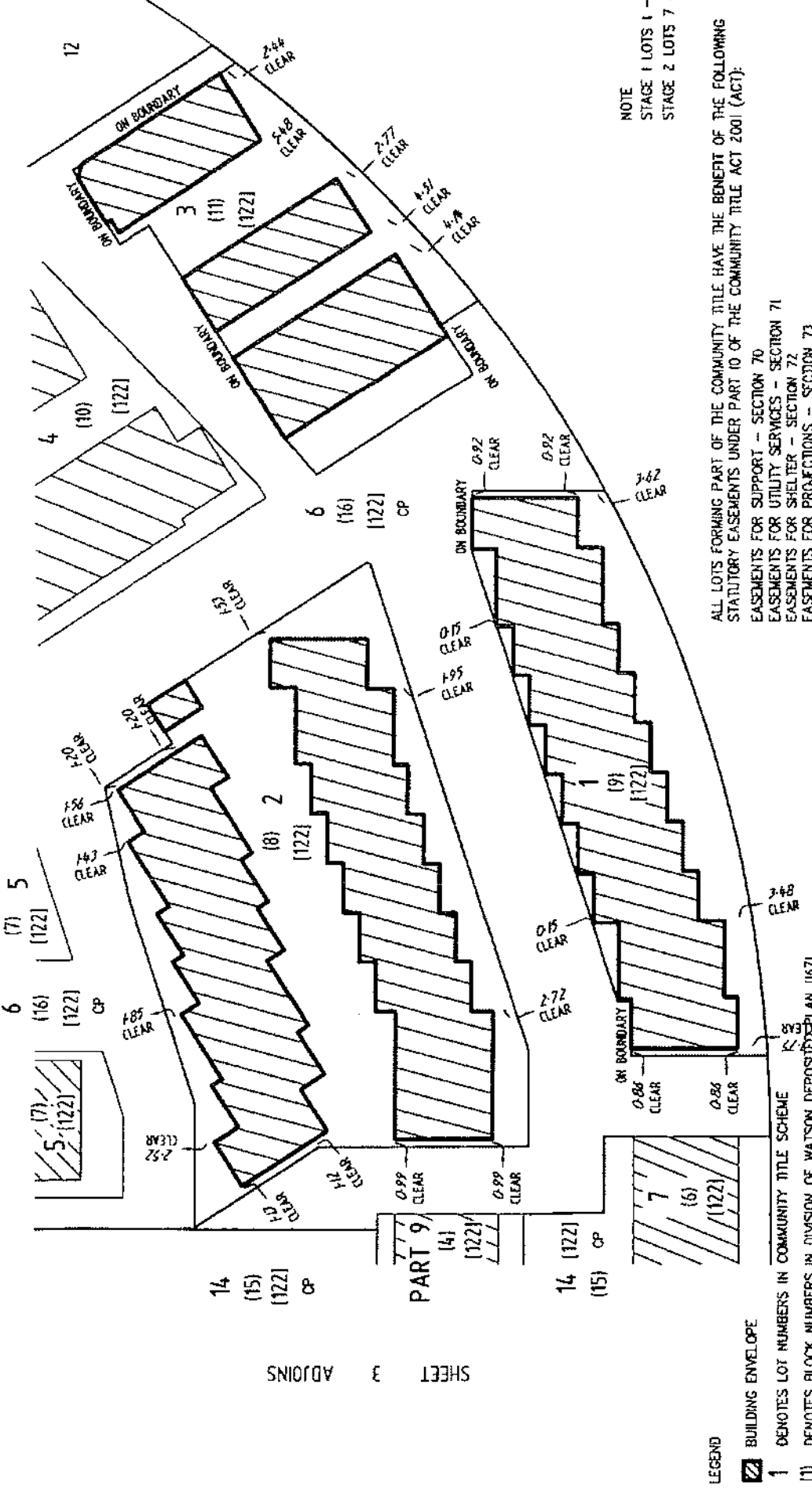
14

(15) CP

7

(6) (122)

SHEET 3 ADJOINS



NOTE
STAGE 1 LOTS 1 - 6
STAGE 2 LOTS 7 - 14

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):
EASEMENTS FOR SUPPORT - SECTION 70
EASEMENTS FOR UTILITY SERVICES - SECTION 71
EASEMENTS FOR SHELTER - SECTION 72
EASEMENTS FOR PROJECTIONS - SECTION 73
EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74

LEGEND
 [Hatched Box] BUILDING ENVELOPE
 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
 (1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
 [122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
 18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS
 CP DENOTES COMMON PROPERTY

BUILDING FOOT PRINT AT GROUND LEVEL

SHEET No 4 of 5 SHEETS

SITE PLAN:
BUILDING ENVELOPE OVERLAY
COMMUNITY TITLE
SCHEME NO

LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:500
0 5 10 15 20 METRES

Registrar-General

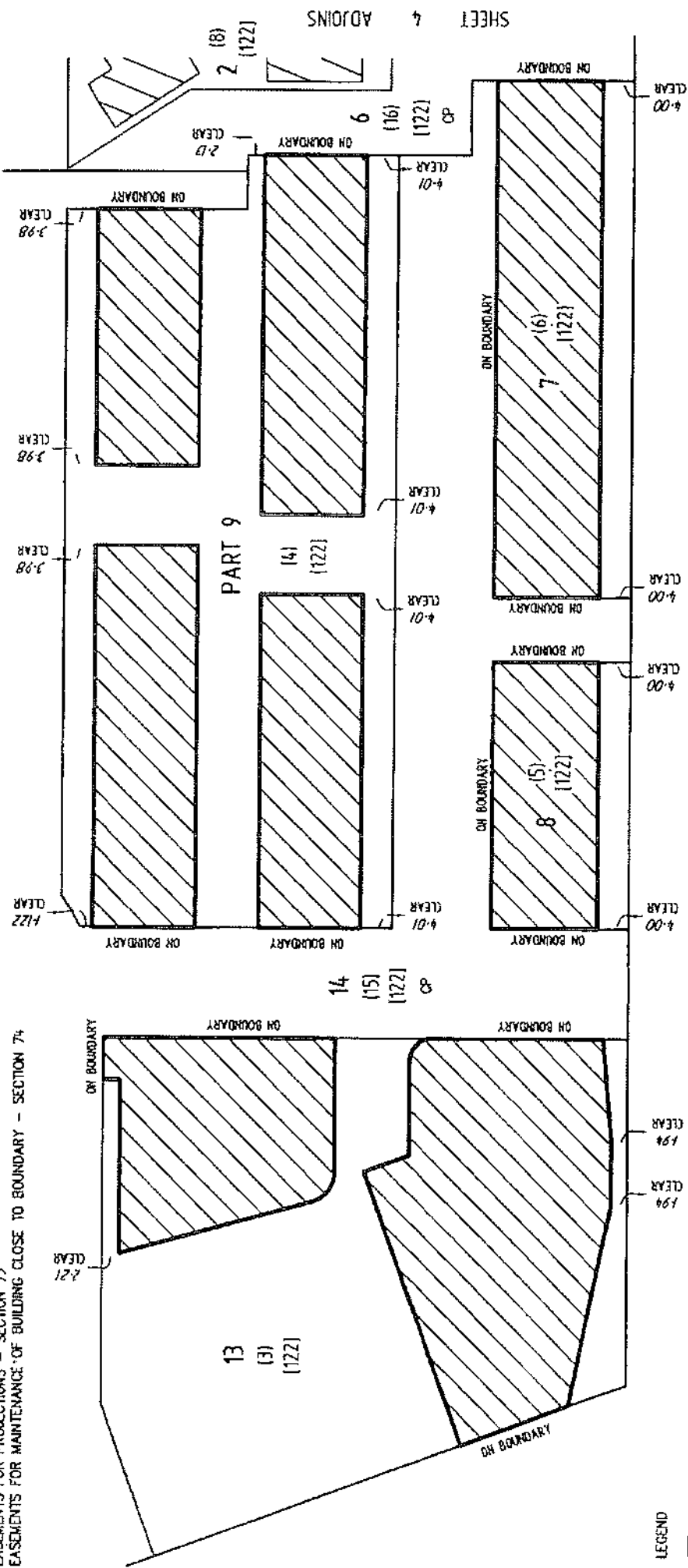
[Signature]
Imma Sane
Delegate of the Authority/Executive

[Signature]
Applicant *[Signature]*

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

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- EASEMENTS FOR UTILITY SERVICES - SECTION 71
- EASEMENTS FOR SHELTER - SECTION 72
- EASEMENTS FOR PROJECTIONS - SECTION 73
- EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74

SHEET 1 ADJOINS



LEGEND

BUILDING ENVELOPE

1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME

(1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671

[122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671

18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS

CP DENOTES COMMON PROPERTY

NOTE

STAGE 1 LOTS 1 - 6

STAGE 2 LOTS 7 - 14

BUILDING FOOT PRINT AT GROUND LEVEL

SHEET No 5 of 5 SHEETS

<p>Applicant <i>[Signature]</i></p>	<p><i>[Signature]</i> Imma Sore Delegate of the Authority/Executive</p>	<p>REGISTRAR-GENERAL</p>	<p>LOTS: 1-14 SECTION: 122 DIVISION: WATSON AUSTRALIAN CAPITAL TERRITORY</p> <p>Scale 1:500 0 5 10 15 20 METRES</p>	<p>SITE PLAN: BUILDING ENVELOPE OVERLAY COMMUNITY TITLE SCHEME No</p>
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SHEET 4 ADJOINS

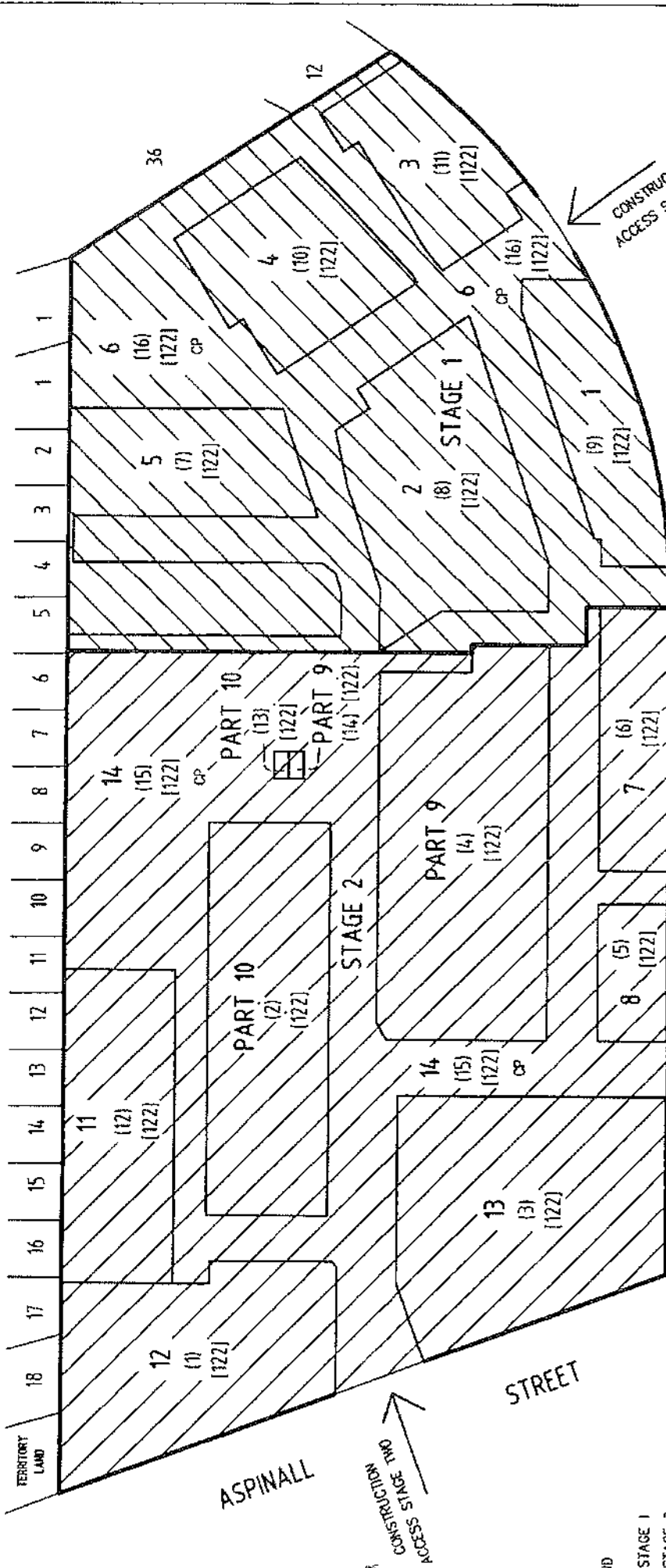


Community Title Scheme – Staging Plan

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):
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 EASEMENTS FOR UTILITY SERVICES - SECTION 71
 EASEMENTS FOR SHELTER - SECTION 72
 EASEMENTS FOR PROJECTIONS - SECTION 73
 EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74



LEGEND

- STAGE 1
- STAGE 2

- 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
- (1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
- [122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
- 18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS
- CP DENOTES COMMON PROPERTY

NEGUS

CRESCENT

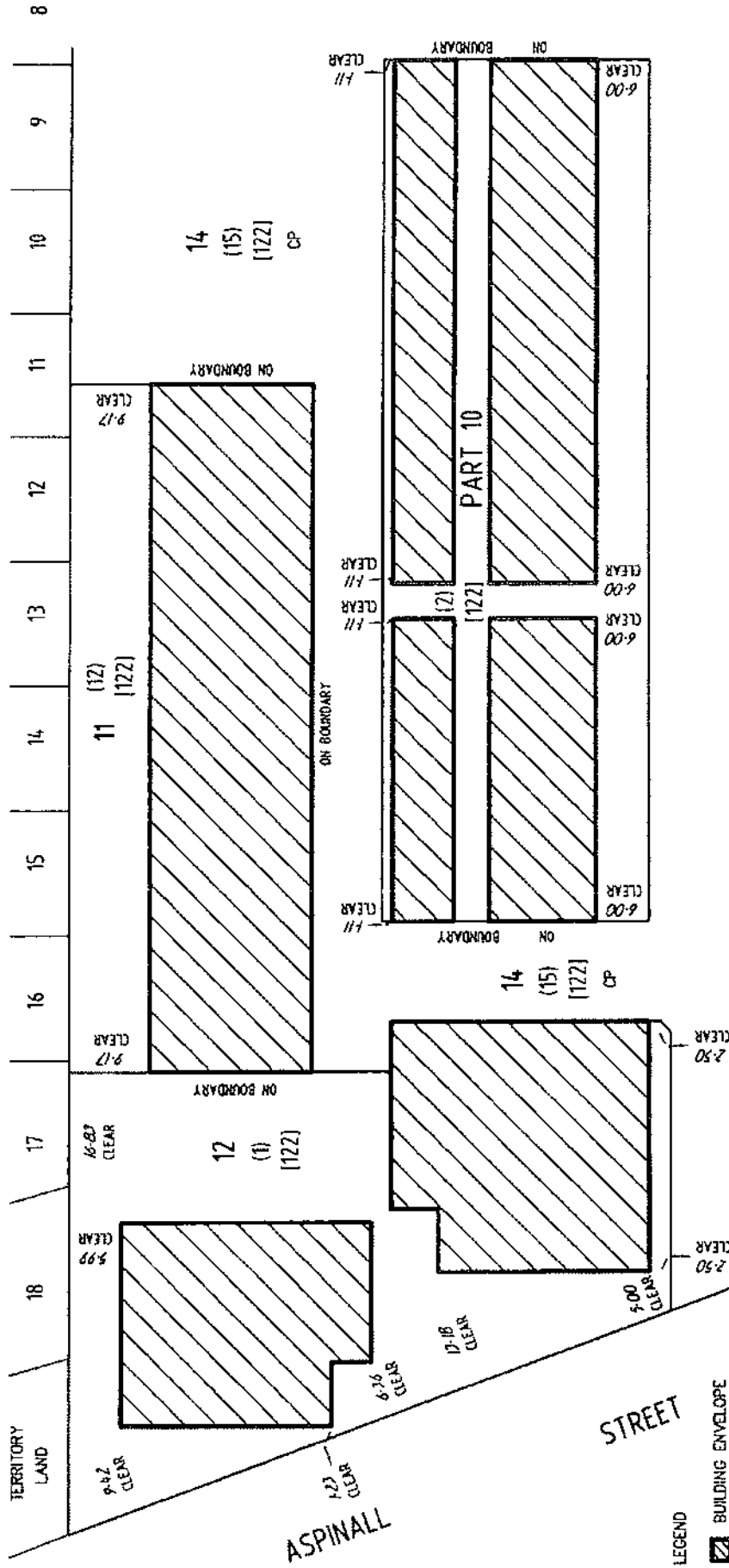
NOTE
 STAGE 1 LOTS 1 - 6
 STAGE 2 LOTS 7 - 18

SHEET No 1 of 1 SHEETS

 Jonathan Trenchard Applicant	 Imma Sore Delegate of the Authority/Executive	Registrar-General
CONSTRUCTION ACCESS STAGE TWO		
CONSTRUCTION ACCESS STAGE ONE		
Scale 1:1000 0 5 10 20 30 40 50 METRES		
LOTS: 1-14 SECTION: 122 DIVISION: WATSON AUSTRALIAN CAPITAL TERRITORY	STAGING PLAN COMMUNITY TITLE SCHEME No	

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

- EASEMENTS FOR SUPPORT - SECTION 70
- EASEMENTS FOR UTILITY SERVICES - SECTION 71
- EASEMENTS FOR SHELTER - SECTION 72
- EASEMENTS FOR PROJECTIONS - SECTION 73
- EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74



- LEGEND
- BUILDING ENVELOPE
 - 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
 - (1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
 - (122) DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
 - 18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS
 - CP DENOTES COMMON PROPERTY

SHEET 3 ADJOINS

NOTE
 STAGE 1 LOTS 1 - 6
 STAGE 2 LOTS 7 - 14
 BUILDING FOOT PRINT AT GROUND LEVEL
 SHEET No 1 of 4 SHEETS

	<p>LOTS: 1-14 SECTION: 122 DIVISION: WATSON AUSTRALIAN CAPITAL TERRITORY</p> <p>Scale 1:500 0 5 10 15 20 METRES</p>	<p>BUILDING ENVELOPE PLAN COMMUNITY TITLE SCHEME No</p>
<p>Applicant <i>Adam Henderson</i></p>	<p>Delegates of the Authority/Executive <i>Imma Sore</i></p>	<p>Registrar-General</p>

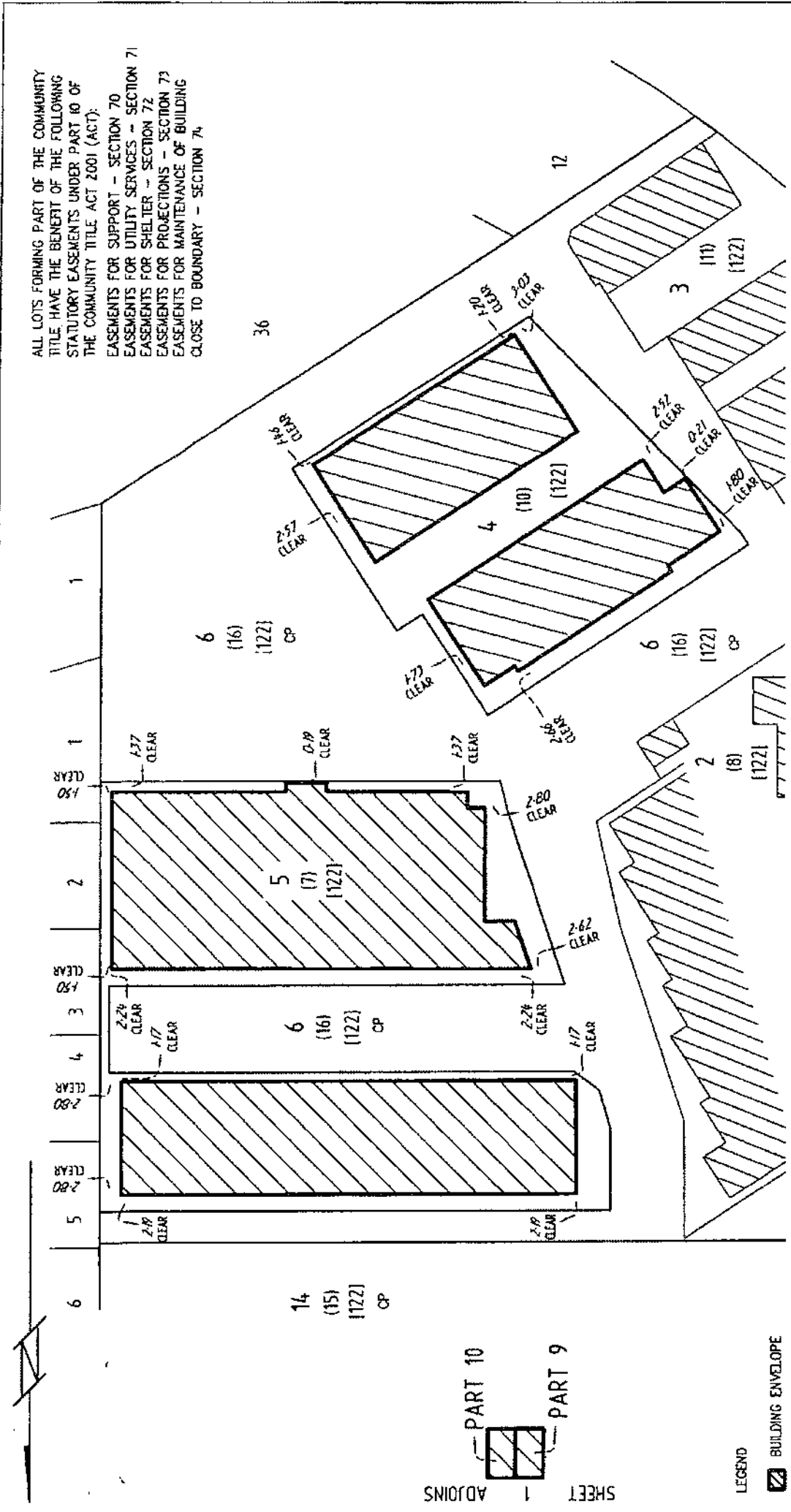


Community Title Scheme – Building Envelope Plan

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):
 EASEMENTS FOR SUPPORT - SECTION 70
 EASEMENTS FOR UTILITY SERVICES - SECTION 71
 EASEMENTS FOR SHELTER - SECTION 72
 EASEMENTS FOR PROJECTIONS - SECTION 73
 EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74



NOTE
 STAGE 1 LOTS 1 - 6
 STAGE 2 LOTS 7 - 14
 BUILDING FOOT PRINT AT GROUND LEVEL
 SHEET No 2 of 4 SHEETS

SHEET 4 ADJOINS

<p>BUILDING ENVELOPE PLAN</p> <p>COMMUNITY TITLE SCHEME NO</p>	<p>LOTS: 1-14 SECTION: 122 DIVISION: WATSON AUSTRALIAN CAPITAL TERRITORY</p> <p>Scale 1:500 0 5 10 15 20 METRES</p>	<p>Registrar-General</p>	<p>Delegate of the Authority/Executive</p> <p><i>Ima Sare</i></p>	<p>Applicant: <i>Adam Henderson</i></p>
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- LEGEND
- BUILDING ENVELOPE
 - 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
 - (1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
 - [122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
 - 18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS
 - CP DENOTES COMMON PROPERTY

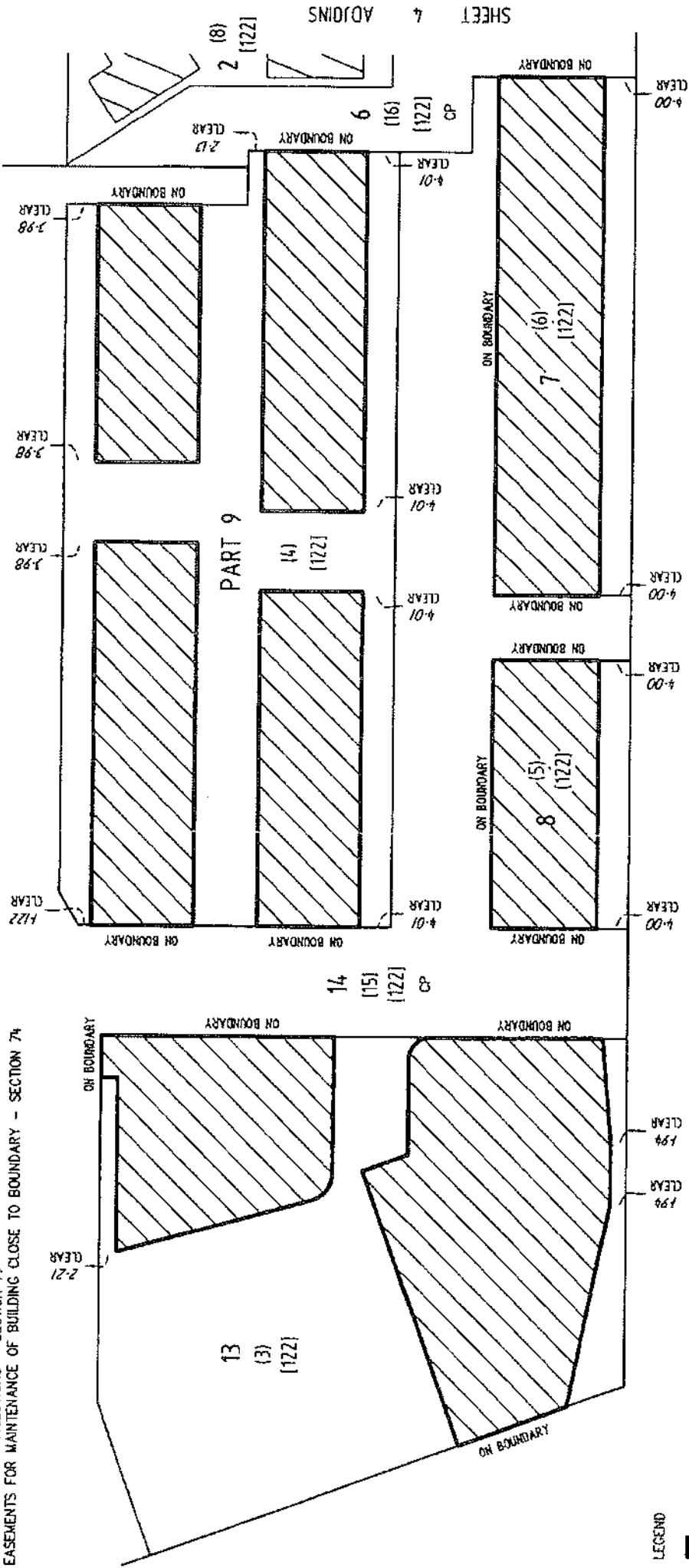
SHEET 1 ADJOINS

PART 10
 PART 9

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

- EASEMENTS FOR SUPPORT - SECTION 70
- EASEMENTS FOR UTILITY SERVICES - SECTION 71
- EASEMENTS FOR SHELTER - SECTION 72
- EASEMENTS FOR PROJECTIONS - SECTION 73
- EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74

SHEET 1 ADJOINS



LEGEND

- BUILDING ENVELOPE
- 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
- (1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
- [122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
- 18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS
- CP DENOTES COMMON PROPERTY

NOTE
 STAGE 1 LOTS 1 - 6
 STAGE 2 LOTS 7 - 14
 BUILDING FOOT PRINT AT GROUND LEVEL

Applicant *ADAM NOMACKA*

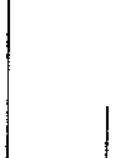
Imma Sare
 Delegates of the Authority/Executive

REGISTRAR-GENERAL

LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY
 Scale 1:300
 0 5 10 15 20 METRES

BUILDING ENVELOPE PLAN
 COMMUNITY TITLE
 SCHEME NO

SHEET No 3 of 4 SHEETS



SHEET 4 ADJOINS

NEGUS CRESCENT

NØRREBRO
WATSON

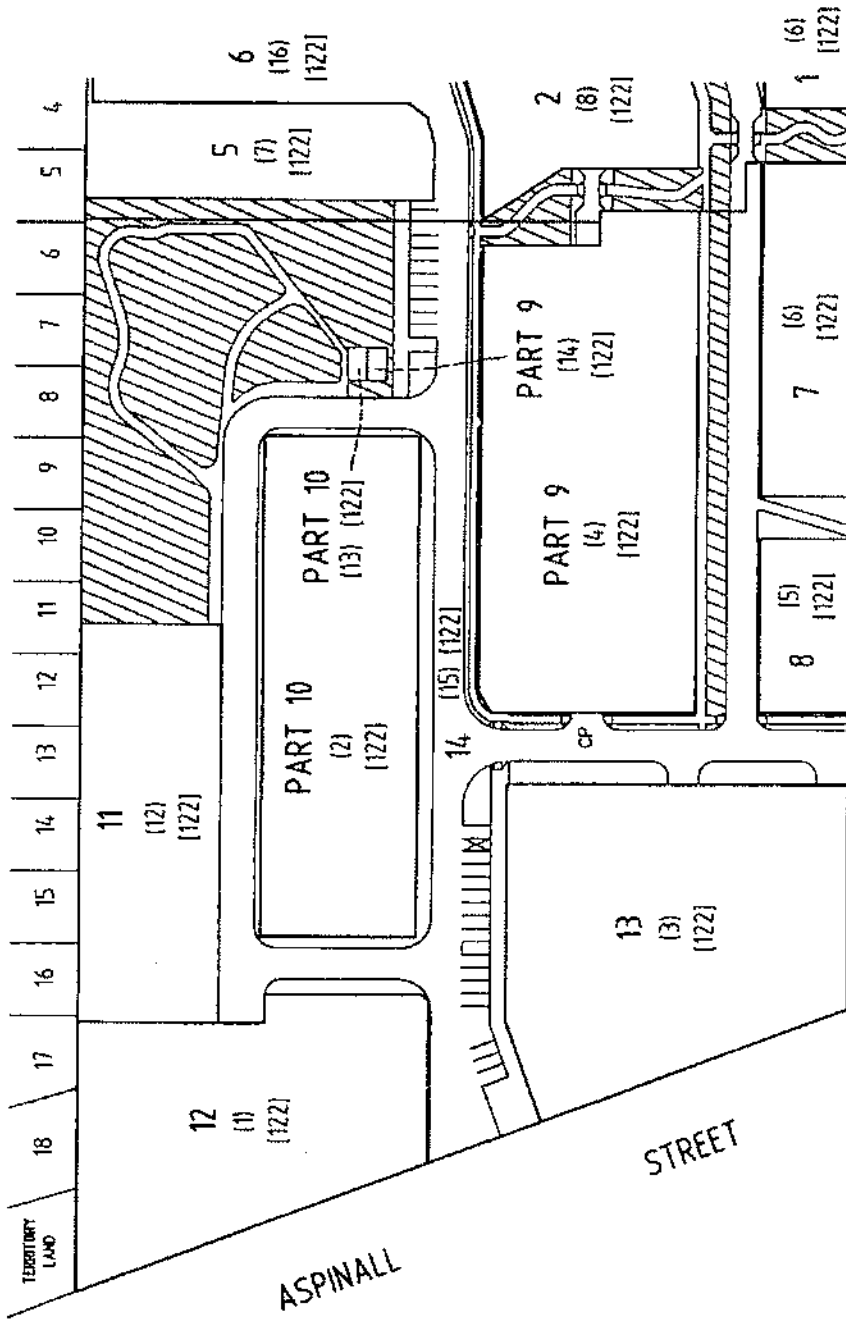
Community Title Scheme – Landscape Plan

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 40 OF THE COMMUNITY TITLE ACT 2001 (ACT):

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- EASEMENTS FOR SHELTER - SECTION 72
- EASEMENTS FOR PROJECTIONS - SECTION 73
- EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74



SHEET 2 ADJOINS

LEGEND

▨ LANDSCAPE AREAS

1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME

(1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671

[122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671

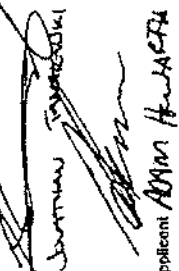
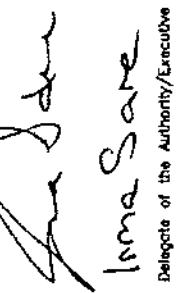


18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS

CP DENOTES COMMON PROPERTY

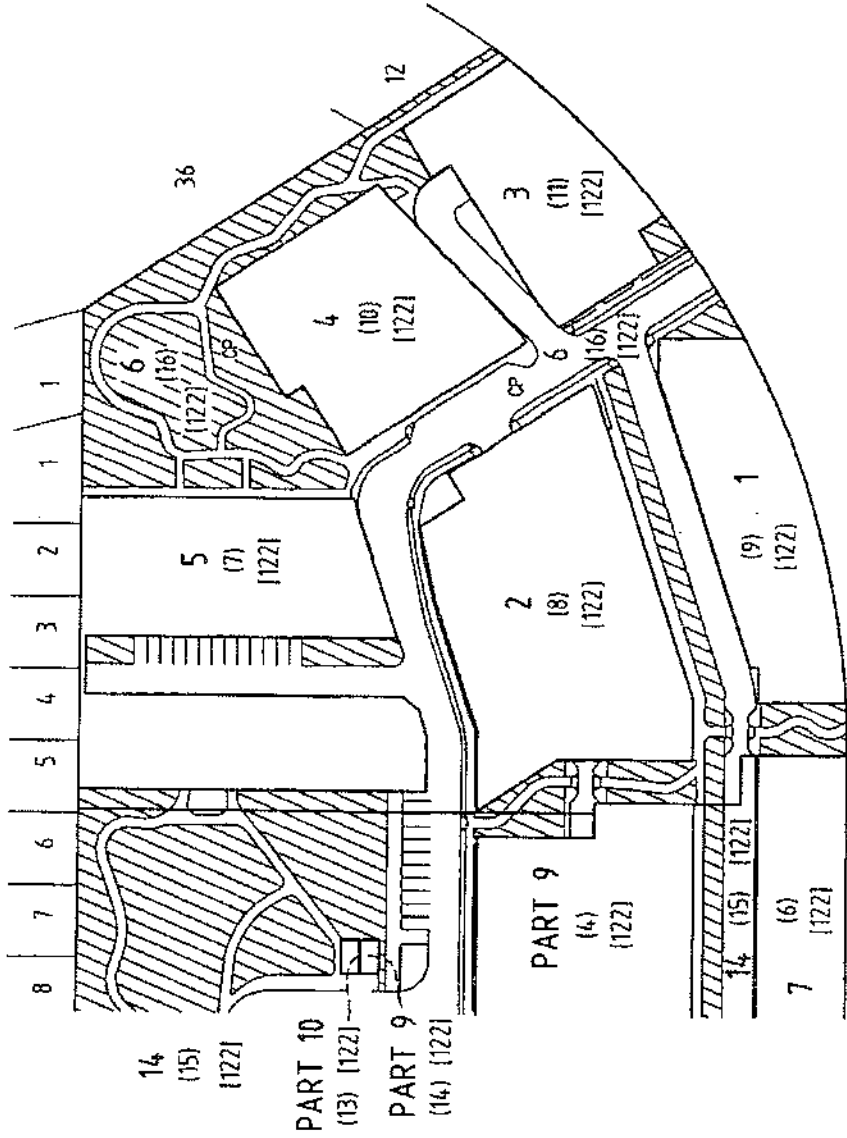
NEGUS CRESCENT

NOTE
STAGE 1 LOTS 1 - 6
STAGE 2 LOTS 7 - 18

SHEET No 1 of 2 SHEETS

APPLICANT  ADAM HUNTER	DELEGATE OF THE AUTHORITY/EXECUTIVE  Ima Sare	REGISTRAR-GENERAL 	LOTS: 1-14 SECTION: 122 DIVISION: WATSON AUSTRALIAN CAPITAL TERRITORY	LANDSCAPE PLAN
			Scale 1:1000 	COMMUNITY TITLE SCHEME NO

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):
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 EASEMENTS FOR PROJECTIONS - SECTION 73
 EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74



SHEET 1 ADJOINS

LEGEND

▨ LANDSCAPE AREAS

- 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
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- CP DENOTES COMMON PROPERTY

CRESCENT

NEGUS

NOTE
 STAGE 1 LOTS 1 - 6
 STAGE 2 LOTS 7 - 14

SHEET No 2 of 2 SHEETS

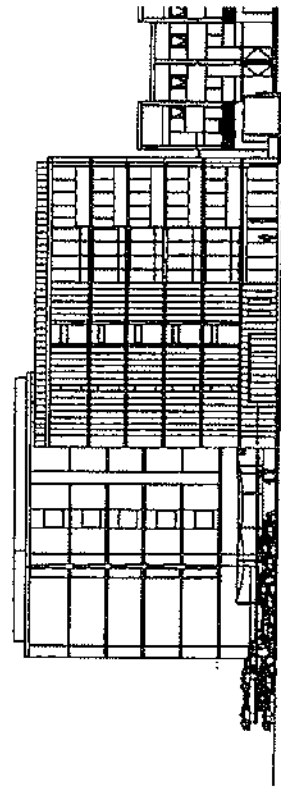
<p>Applicant: <i>ADAM MORTIMER</i></p> <p>Delegates of the Authority/Executive: <i>Imma Sore</i></p>	<p>Registrar-General</p>	<p>LOTS: 1-14 SECTION: 122 DIVISION: WATSON AUSTRALIAN CAPITAL TERRITORY</p> <p>Scale 1:1000 0 5 10 20 30 40 50 METRES</p>	<p>LANDSCAPE PLAN</p> <p>COMMUNITY TITLE SCHEME No</p>
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NØRREBRO
WATSON

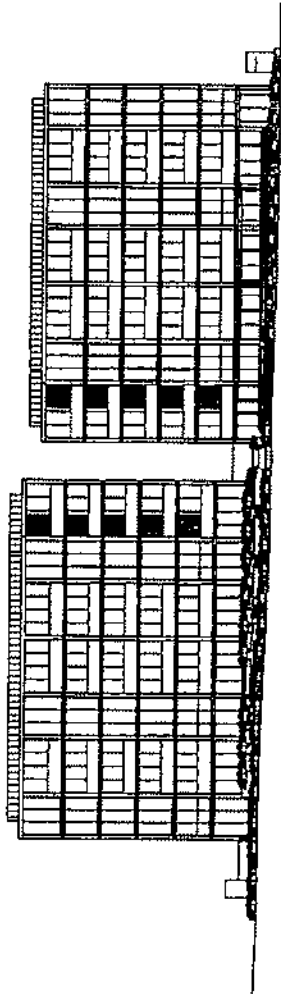
Community Title Scheme – Elevation Plan and Building Appearance Sketches

Lots 1 – 14

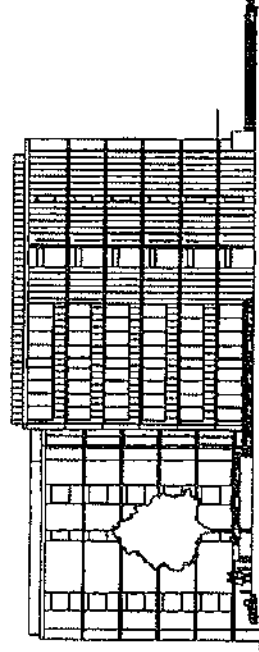
Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson



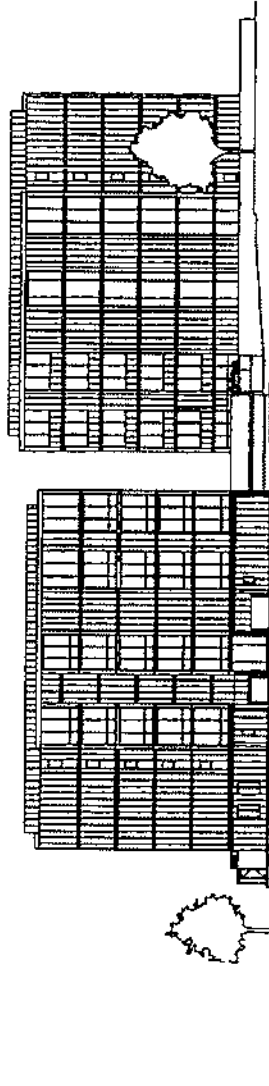
WEST ELEVATION



NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION

SHEET No 1 of 11 SHEETS

ELEVATION PLAN

COMMUNITY TITLE
SCHEME No

LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:200

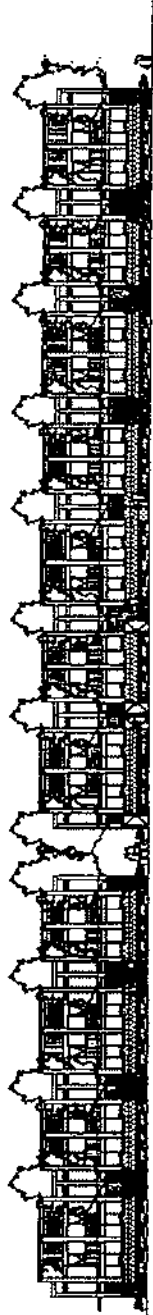
Registrar-General

BLOCK 1

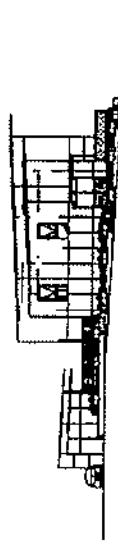
[Signature]
JOANNE TROSBY

[Signature]
Ima Sore
Delegate of the Authority/Executive

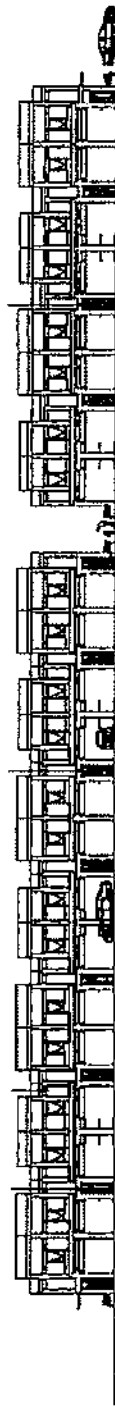
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Application/ADMIN NEWCASTLE



WEST ELEVATION



NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION

BLOCK 2

SHEET No 2 of 11 SHEETS

[Signature]
 Applicant
 ADAM HAWAATRA

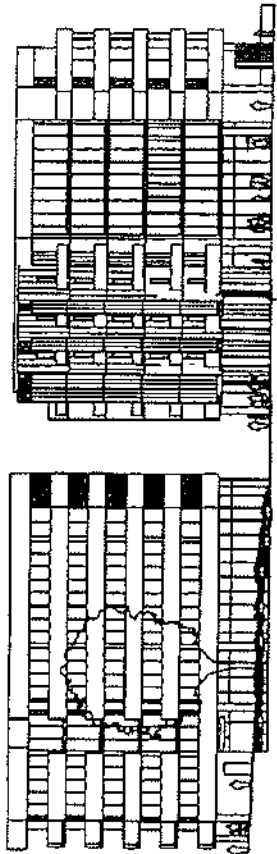
[Signature]
 Ima Sore
 Delegate of the Authority/Executive

Registrar-General

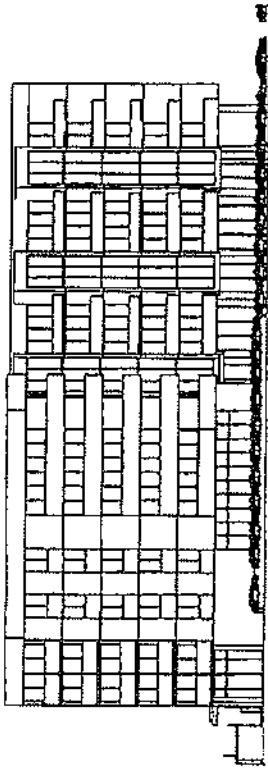
LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY
 Scale: 1:50

ELEVATION PLAN

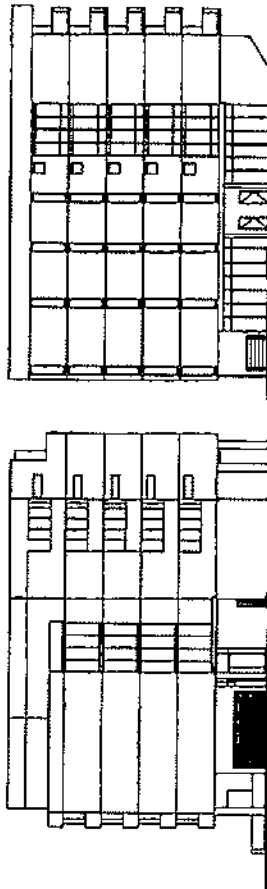
COMMUNITY TITLE
 SCHEME No



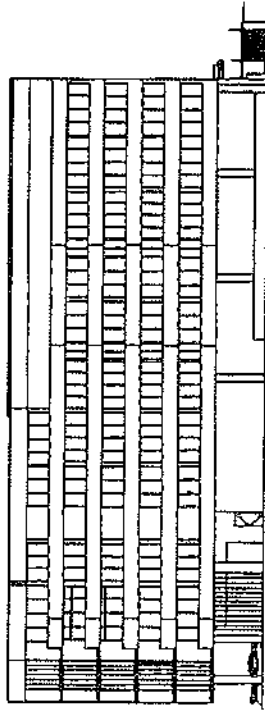
NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION

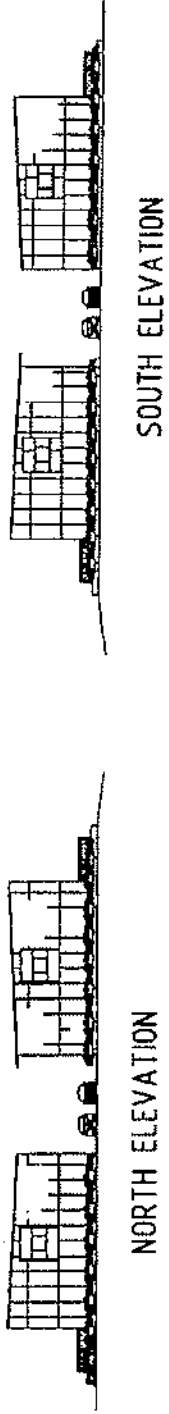


WEST ELEVATION

BLOCK 3

SHEET No 3 of 11 SHEETS

<p>ELEVATION PLAN</p>	<p>LOTS: 1-14 SECTION: 122 DIVISION: WATSON AUSTRALIAN CAPITAL TERRITORY</p>	<p>Applicant: <i>Adam Kowalewski</i> Delegates of the Authority/Executive</p>
<p>COMMUNITY TITLE SCHEME No</p>	<p>Scale 1:100 Registrar-General</p>	<p><i>Imma Sore</i> Delegates of the Authority/Executive</p>



NORTH ELEVATION

SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



EAST ELEVATION



WEST ELEVATION

SHEET No 4 of 11 SHEETS

BLOCK 4

Adam Henry
 Applicant, ADAM HENRY

Ima Sore
 Delegates of the Authority/Executive

Registrar-General

LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY

Scale 1:100

ELEVATION PLAN

COMMUNITY TITLE
 SCHEME No



NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



BLOCK 5/6

[Signature]
Applicant: *[Signature]*

[Signature]
Ima Sore
Delegates of the Authority/Executive

Registrar-General

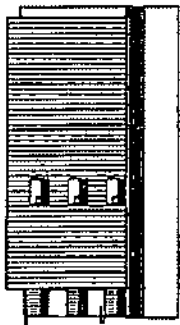
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SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY

Scale: 1:NA

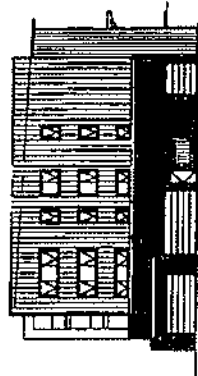
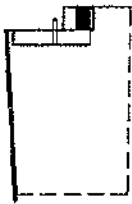
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COMMUNITY TITLE
SCHEME No

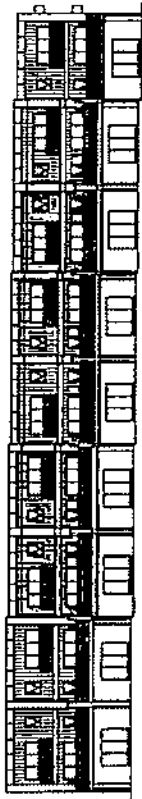
SHEET No 5 of 11 SHEETS



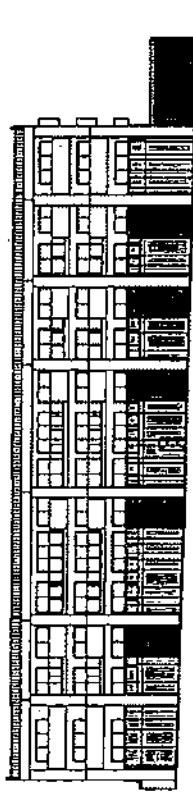
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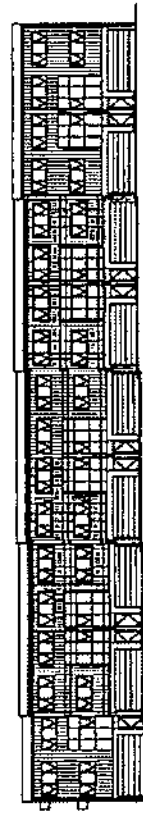
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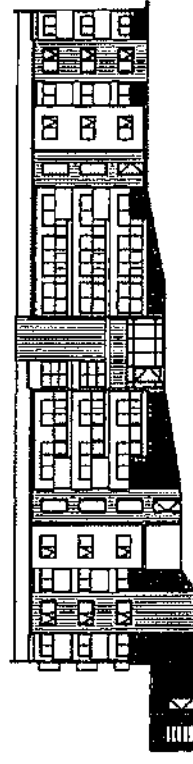
NORTH ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



SOUTH ELEVATION

BLOCK 7

[Signature]
 Applicant, *[Signature]*

[Signature]
 Registrar-General

[Signature]
 Delegate of the Authority/Executive

[Signature]
 Ima Sare

LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY

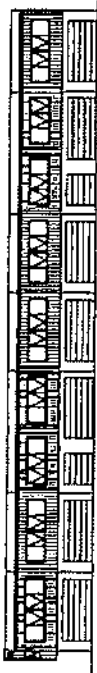
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ELEVATION PLAN

COMMUNITY TITLE
 SCHEME No



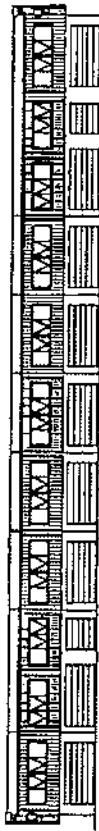
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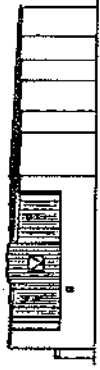
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SOUTH ELEVATION BUILDING HB



WEST ELEVATION BUILDING HB



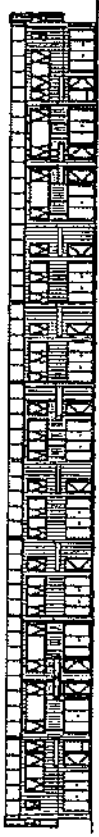
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EAST ELEVATION BUILDING HA



NORTH ELEVATION BUILDING HB



EAST ELEVATION BUILDING HB

BLOCK 8

[Signature]
 Applicant: **ALBERT HORNBY**

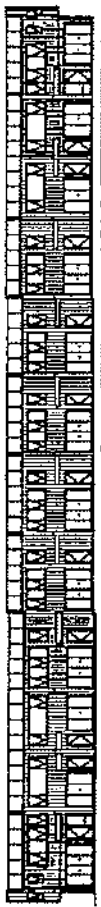
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 Delegate of the Authority/Executive

[Signature]
 Registrar-General

LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY
 Scale 1:100

ELEVATION PLAN

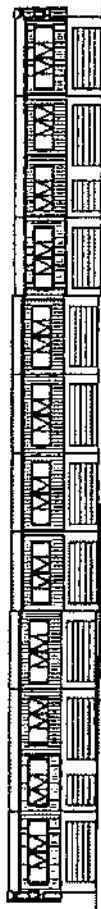
COMMUNITY TITLE
 SCHEME No



WEST ELEVATION



NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION

BLOCK 9

[Signature]
JENNIFER DUNN
[Signature]
ADAM HANSEN
Applicants

[Signature]
Ima Sore
Delegate of the Authority/Executive

Registrar-General

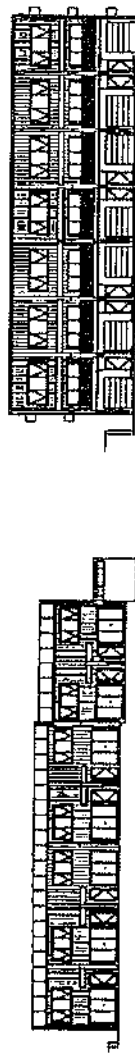
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SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:NA

ELEVATION PLAN
COMMUNITY TITLE
SCHEME NO

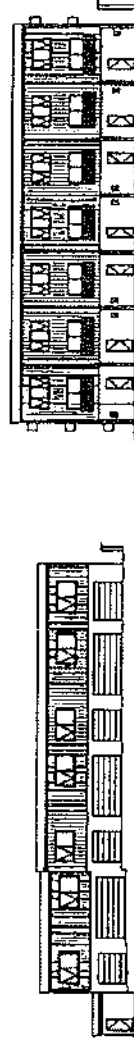


WEST ELEVATION

EAST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION

BLOCK 10

SHEET No 9 of 11 SHEETS

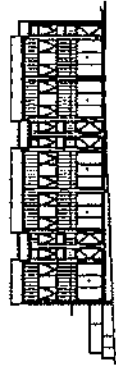
<p><i>[Signature]</i> Applicant/Author</p>	<p><i>[Signature]</i> Delegates of the Authority/Executive</p>	<p>Registrar-General</p>	<p>LOTS: 1-14 SECTION: 122 DIVISION: WATSON AUSTRALIAN CAPITAL TERRITORY</p>	<p>ELEVATION PLAN COMMUNITY TITLE SCHEME No</p>
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Delegates of the Authority/Executive

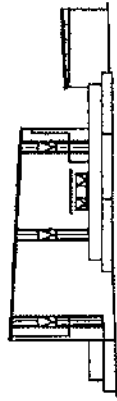
Applicant/Author



NORTH ELEVATION BUILDING LA



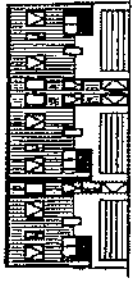
SOUTH ELEVATION BUILDING LA



WEST ELEVATION BUILDING LA



EAST ELEVATION BUILDING LA



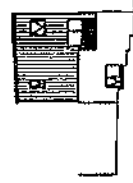
NORTH ELEVATION BUILDING LB



SOUTH ELEVATION BUILDING LB



WEST ELEVATION BUILDING LB



EAST ELEVATION BUILDING LB

BLOCK 11

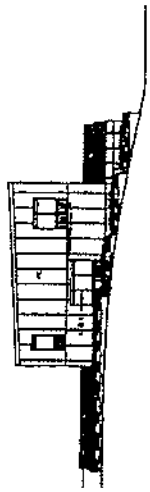
Signature
Applicant: **ADAM HANMATA**

Signature
Delegate of the Authority/Executive

Signature
Registrar-General

LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY
Scale: 1:50

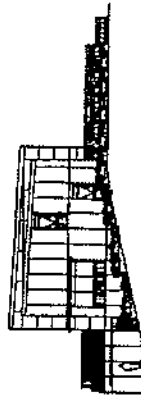
ELEVATION PLAN
COMMUNITY TITLE
SCHEME No



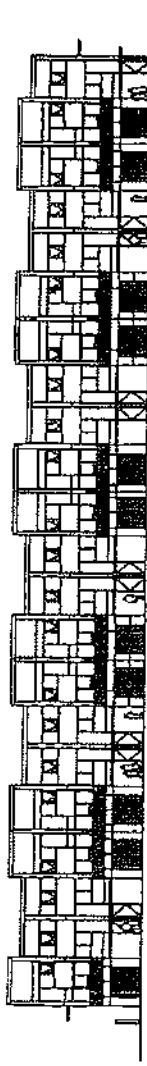
NORTH ELEVATION



EAST ELEVATION


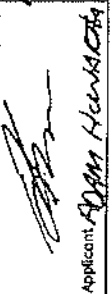


SOUTH ELEVATION



WEST ELEVATION

BLOCK 12


 SUMITRU TACHIBANA

 YAMA SANE
 Applicant ADAM HENKACHA
 Delegate of the Authority/Executive

Registrar-General

LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY
 Scale 1:200

ELEVATION PLAN

COMMUNITY TITLE
 SCHEME No

NØRREBRO
WATSON

Community Title Scheme – Easement Plan

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson

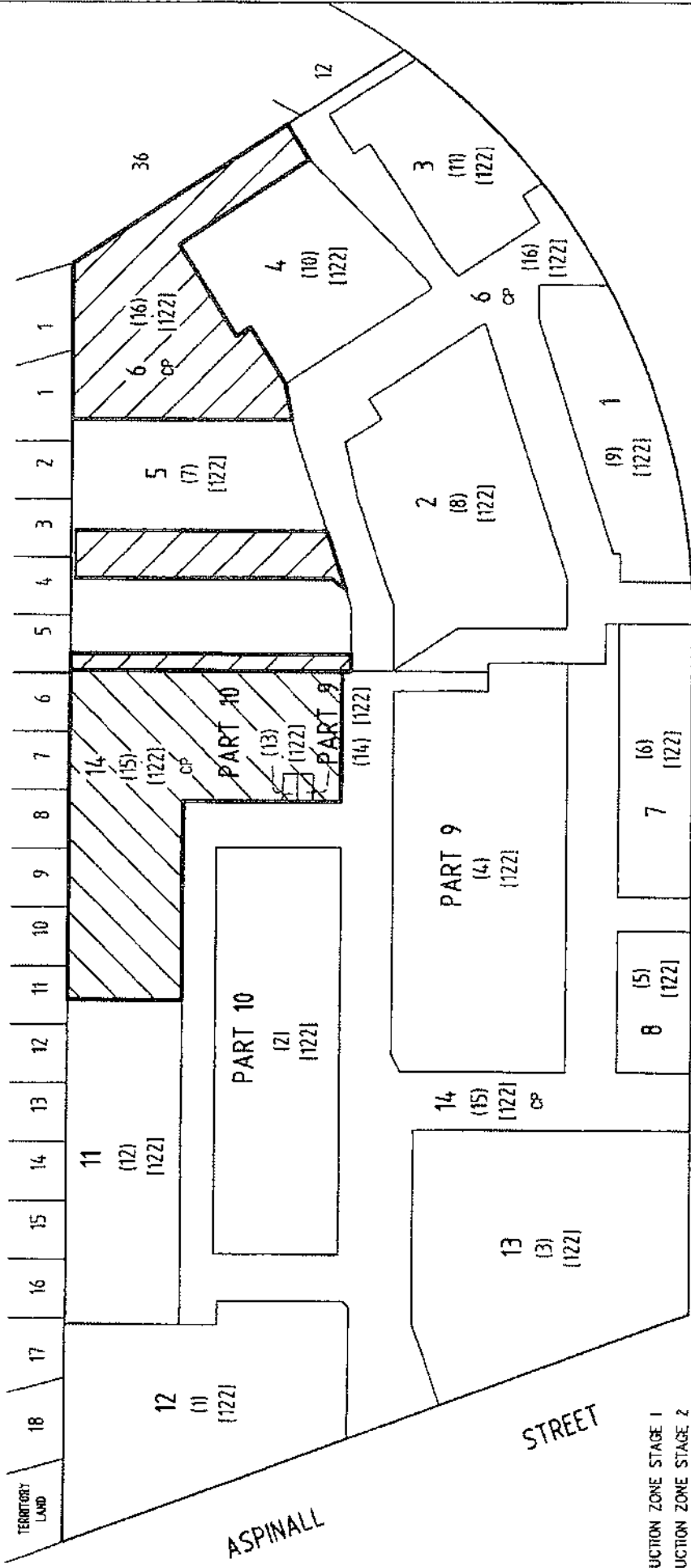
NØRRÉBRO
WATSON

Community Title Scheme – Construction Zone Plan

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):
 EASEMENTS FOR SUPPORT - SECTION 70
 EASEMENTS FOR UTILITY SERVICES - SECTION 71
 EASEMENTS FOR SHELTER - SECTION 72
 EASEMENTS FOR PROJECTIONS - SECTION 73
 EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74



LEGEND
 CONSTRUCTION ZONE STAGE 1
 CONSTRUCTION ZONE STAGE 2

1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
 (1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
 [122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
 18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS
 CP DENOTES COMMON PROPERTY

NEGUS CRESCENT

NOTE
 STAGE 1 LOTS 1 - 6
 STAGE 2 LOTS 7 - 14

SHEET No 1 of 1 SHEETS

<p>Applicant: <i>[Signature]</i> JONATHAN DUSZYNSKI</p>	<p>Delegate of the Authority/Executive Irma Sava</p>	<p>Registrar-General</p>	<p>LOTS: 1-14 SECTION: 122 DIVISION: WATSON AUSTRALIAN CAPITAL TERRITORY</p> <p>Scale 1:1000 0 5 10 20 30 40 50 METRES</p>	<p>CONSTRUCTION ZONE COMMUNITY TITLE SCHEME No</p>
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Attachment 4 Lot Entitlement Schedule

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122
Watson



Our reference: 10422025

26 June 2020

Hamish Wise
HTI Group
hwise@htigroup.com.au

Dear Hamish,

Re | Community Entitlements Section 122 Watson

Please refer to the following schedule for the entitlements of each block.

Block No	Community Entitlement	CTS Lot Number
1	119	12
2	98	Part 10
3	122	13
4	121	Part 9
5	33	8
6	61	7
7	89	5
8	87	2
9	66	1
10	74	4
11	52	3
12	78	11
13		Part 10
14		Part 9

1000

Opteon (ACT) Pty Ltd

ABN 84 164 218 722

2/113 Canberra Avenue, Griffith, ACT 2603

P (02) 6248 7837 E act.instructions@opteonsolutions.com

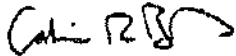
F (02) 6232 6233 W www.opteonsolutions.com

SOLUTIONS WITH EXCELLENCE

Liability limited by a scheme approved under Professional Standards Legislation

These assessments are only to be relied upon for the purpose of determining the Community Entitlement under the Community Titles Act 2001. The proposed schedule of community entitlement is reasonable, having regard to the prospective relative values of the lots on completion, as at 2 March 2020. This is based on the site inspection on 2 March 2020 and the proposed deposited plan annexed herein.
For further enquiries please contact the writer below.

Kind regards,



Calvin Rogers AAPI CPV, BCom, MProDev
Director
API No: 74018
PH 0410 521 659
calvin.rogers@opteonsolutions.com

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

The Owners - Units Plan No. 15912

Unit No: 4 Lot No: 4

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

Entitlements

Unit Entitlement: **413**
Total Building Entitlements: **10,000**

Managing Agent

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

Contact Phone Number: **1800 383 333**

Corporation's records can be inspected at

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

Contact Phone Number: **1800 383 333**

Members of Corporation's executive committee

Office	Name	Address
Chairperson		
Secretary		
Treasurer		
Committee	Sean Bridgeman	78 Beechworth Street WATSON ACT 2602
	Megan Louise Swain	64 Beechworth Street WATSON ACT 2602
	Cameron John Boyle	11/84 Beechworth Street Watson ACT 2602

Funds Details

Contributions payable to Administration Fund:

Total amount last determined with respect of the unit **\$2,209.56**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/07/25 to 30/09/25	552.39	24/10/25	30/10/25	0.00	24/10/25
01/10/25 to 31/12/25	552.39	15/12/25	20/01/26	0.00	15/12/25
01/01/26 to 31/03/26	552.39	15/02/26	02/02/26	0.00	15/02/26
01/04/26 to 30/06/26	552.39	15/04/26	31/03/26	0.00	15/04/26

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 15912 - Unit 4

Amount (if any) outstanding (credit shown with -) **Nil**
 Paid to **30/06/26**

Special contributions payable to Administration Fund:

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

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

Contributions payable to Sinking Fund:

Total amount last determined with respect of the unit **\$191.00**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/07/25 to 30/09/25	47.75	24/10/25	30/10/25	0.00	24/10/25
01/10/25 to 31/12/25	47.75	15/12/25	20/01/26	0.00	15/12/25
01/01/26 to 31/03/26	47.75	15/02/26	02/02/26	0.00	15/02/26
01/04/26 to 30/06/26	47.75	15/04/26	31/03/26	0.00	15/04/26

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

Paid to **30/06/26**

Special contributions payable to Sinking Fund:

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

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

Other Levies

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

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

Other amounts owing

Purpose	Fund	Rate of interest payable	Amount	Interest Owing	Amount Due
		10.00 per cent			Nil

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

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

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 15912 - Unit 4

Insurance Policies

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Due Date	Date when last premium paid	Amount of last premium
<i>BUILDING</i> CHU Underwriting Agencies	HU0006110132	7,717,500.00	14/06/26	08/07/25	12,889.30
<i>LOSS OF RENT</i> CHU Underwriting Agencies	HU0006110132	1,157,625.00	14/06/26	08/07/25	
<i>PUBLIC LIABILITY</i> CHU Underwriting Agencies	HU0006110132	20,000,000.00	14/06/26	08/07/25	
<i>FIDELITY GUARANTEE</i> CHU Underwriting Agencies	HU0006110132	100,000.00	14/06/26	08/07/25	
<i>VOLUNTARY WORKERS</i> CHU Underwriting Agencies	HU0006110132	\$200,000/\$2,000	14/06/26	08/07/25	
<i>GOVT AUDIT COSTS</i> CHU Underwriting Agencies	HU0006110132	25,000.00	14/06/26	08/07/25	
<i>LEGAL EXPENSES</i> CHU Underwriting Agencies	HU0006110132	50,000.00	14/06/26	08/07/25	
<i>LOT OWNERS IMPROVE</i> CHU Underwriting Agencies	HU0006110132	250,000.00	14/06/26	08/07/25	
<i>COMMON CONTENTS</i> CHU Underwriting Agencies	HU0006110132	77,175.00	14/06/26		
<i>APPEAL</i> CHU Underwriting Agencies	HU0006110132	100,000.00	14/06/26		

Fund Balances

Balances as at: 15 April 2026

Administrative Fund	35,523.32
Sinking Fund	7,125.52

Developer Control Period

Developer Control Period Expiry Date:

Borrowed Money

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

N/A to this building.

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 15912 - Unit 4

Sustainability Infrastructure

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

N/A to this building.

Crown Lease Extension Application

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

N/A to this building.

Ongoing Development Approval

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

No Longer Required from 8 June 2021.

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 15912 - Unit 4

Embedded Network

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

(i) Which utility service the embedded network applies to

N/A to this building.

(ii) The name of the embedded network provider

N/A to this building.



Dated at Canberra the **15 April 2026**



Level 33, 101 Miller Street
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006110132
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	14/06/2025 to 14/06/2026 at 4:00pm
The Insured	THE OWNERS - UNITS PLAN NO.15912
Situation	62 BEECHWORTH STREET WATSON ACT 2602

Policies Selected

Policy 1 – Insured Property

Building: \$7,717,500

Common Area Contents: \$77,175

Loss of Rent & Temporary Accommodation (total payable): \$1,157,625

Policy 2 – Liability to Others

Sum Insured: \$20,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 5 – Office Bearers' Legal Liability

Not Selected

Policy 6 – Machinery Breakdown

Not Selected

Policy 7 – Catastrophe Insurance

Not Selected

Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

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

Legal Defence Expenses: \$50,000



Policy 9 – Lot owners’ fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is excluded.

Flood Exclusion

Despite anything contained elsewhere in Your Policy We will not pay for loss or damage caused by or arising directly or indirectly from Flood.

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a. a lake (whether or not it has been altered or modified);
- b. a river (whether or not it has been altered or modified);
- c. a creek (whether or not it has been altered or modified);
- d. another natural watercourse (whether or not it has been altered or modified);
- e. a reservoir;
- f. a canal;
- g. a dam.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Date Printed

09/07/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

ACT Maintenance Plan

62-104 Beechworth Street Block B

62-104 Beechworth Street, Watson, ACT 2602

Scheme Number: 15912



COMPILED BY VON HARAMINA

**On 6 November 2024 for the
Period Commencing 1 January 2025
QIA Job Reference Number: 213904**

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

PO Box 1280,
Beenleigh QLD 4207

P 1300 309 201

F 1300 369 190

E info@qiagroup.com.au

W www.qiagroup.com.au

QIA Group Pty Ltd
ABN 27 116 106 453

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QIA Group Pty Ltd

REPORT TABLE OF CONTENTS

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

INTRODUCTION

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

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

PROPERTY LOCATION

62-104 Beechworth Street, Watson, ACT 2602

INSPECTION & DOCUMENTATION SUMMARY

The property was inspected on October 2024

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

- Not applicable

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

- Not applicable

BACKGROUND

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

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

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

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

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

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

REPORT INFORMATION

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

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

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

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

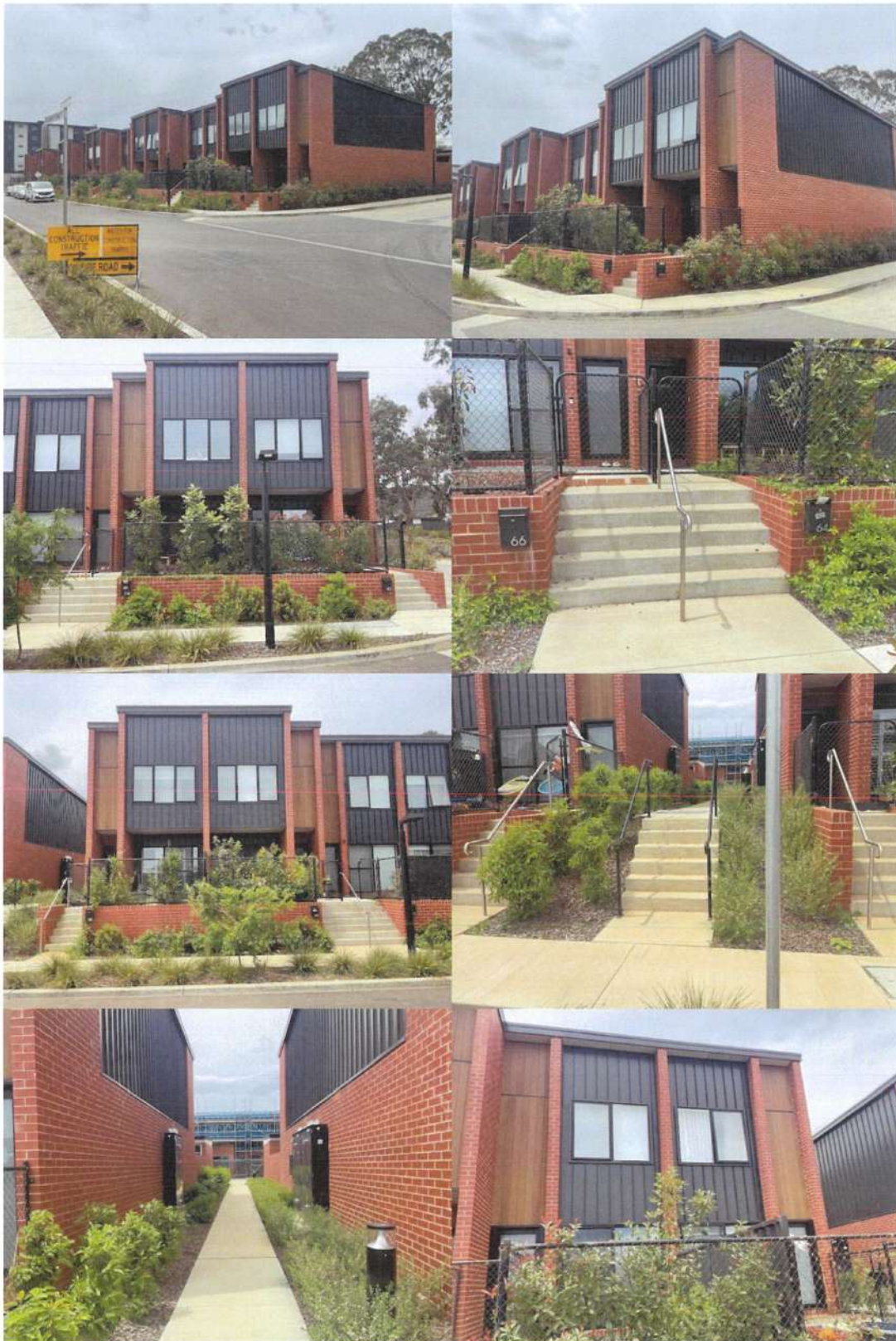
The report does not and cannot make comment upon the specific condition of specialist items and equipment such as gas fittings and supply systems, heritage listing conditions or requirements, fire protection fittings and systems, HVAC fittings and systems site drainage, electrical or data systems or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

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

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

AREAS NOT INSPECTED (Typical)

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







ACT MAINTENANCE PLAN

62-104 Beechworth Street Block B - Plan No 15912 (Class B)

62-104 Beechworth Street, Watson, ACT 2602

Date of preparation of Initial Maintenance Plan - 6 November 2024

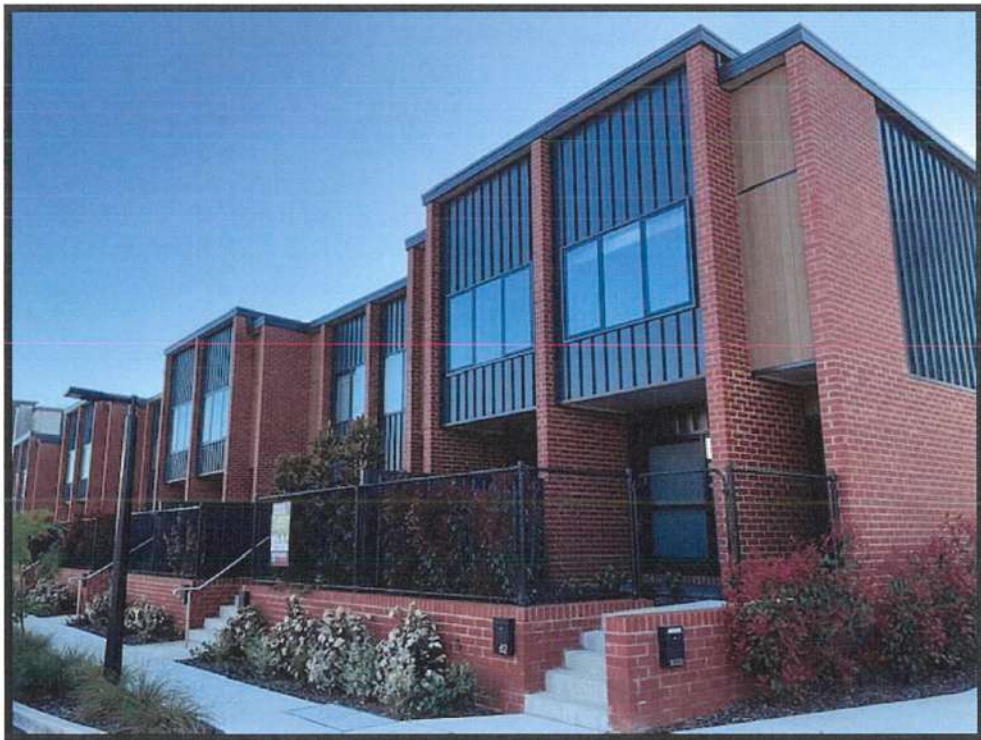


ITEMS		Anticipated Inspection / Maintenance Requirements					Anticipated Capital Expenditure (Repair, Upgrade, Replacement)																		
Location and Item Description	Item Detail	Identifier	Install Date	Inspection Type	Relevant Standard	Inspection Frequency	Date last Inspected/Maintained	Inspector	Estimated Overall life (years)	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	
<small>General Description of Asset or item to be maintained (NB Long term assets may require regular inspection for deterioration even though replacement may be outside period of plan)</small>	<small>Manufacturer name, model or Capacity where known</small>	<small>Serial number or ID where known</small>	<small>Where known or assumed</small>	<small>Prestart - installation or ongoing - inspect only or inspect & maintain</small>	<small>Applicable Australian Standard / Regulation or Code where applicable</small>	<small>Required likely or anticipated frequency of inspection or maintenance</small>	<small>Date which last inspection, testing or repair was carried out</small>	<small>Company or person responsible for inspection, testing or maintenance</small>	<small>Based on manufacturer recommendations or anticipated expected life (where applicable)</small>																
SUPERSTRUCTURE																									
Repaint buildings archbars				Routine		Annually		OC	10									X							
Repaint soffits				Routine		Annually		OC	10									X							
Repaint door faces				Routine		Annually		OC	10									X							
Repaint handrails				Routine		Annually		OC	10									X							
Repair/maintain handrail fixings				Routine/Safety		Annually		OC	35									X							
Maintain window fixtures & fittings				Routine		Annually		OC	50									X							
DRIVEWAYS, PATHWAYS & PARKING																									
Maintain concrete pathways				Routine/Safety		Annually		OC	40									X							
Maintain concrete driveway				Routine/Safety		Annually		OC	50									X							
Maintain/replace garage doors				Routine		Annually		OC	30																
Pressure wash driveway/pathways, remove residue				Routine/Safety		Annually		OC	As required																
EXTERNAL WORKS																									
Maintain common pipework						Annually		Licensed Plumber	Ad Hoc					X											
FENCING																									
Repair/replace chainwire/mesh fencing/gates				Routine		Annually		OC	40																
Maintain/repair masonry fencing				Routine		Annually		OC	50										X						
FURNITURE & FITTINGS																									
Provision to replace mail boxes				Routine		Annually		OC	25																
Ongoing replacement of common area lighting				Routine/Safety		Annually		OC	15					X											
Maintain signage				Routine		Annually		OC	20																
Inspect/Maintain Electrical Switchboard & RCDs				Compliance	AS/NZS 3000:2018	Biannually		Licensed Electrician	30																
LANDSCAPING																									
Replace/refresh garden mulch				Routine		Annually		OC	As required																
Remove trim large trees				Routine		Annually		OC	As required																
ROOF																									
Maintain/replace guttering				Routine		Annually		OC	35																
Maintain/replace downpipes				Routine		Annually		OC	35																
Maintain metal roof fixings/flashings				Routine		5 yearly		Licensed Contractor	50					X											

Sinking Fund Plan

62-104 Beechworth Street Block B
62-104 Beechworth Street, Watson, ACT
2602

Scheme Number: 15912



COMPILED BY MEHRDAD MOHSENI

On 20 September 2024 for the
15 Years Commencing: 1 July 2024
QIA Job Reference Number: 212533

Professional Indemnity Insurance Policy Number 1411189338 PLP
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INTRODUCTION

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

LOCATION

62-104 Beechworth Street, Watson, ACT 2602

REPORT SUMMARY

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

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

The Sinking Fund Levy per entitlement already set is:	\$0.25
Number of Lot/Unit Entitlements:	10000
Opening Balance:	\$0.00
The proposed Sinking Fund Levy per entitlement is:	\$0.46

METHODOLOGY

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

The report will generally categorise costs as follows:

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

The levy income has been determined by forecasting the expenditure requirement to replace or renew assets or finishes that have an effective life and making an allowance for items that do not have a finite lifespan. The levy income is initially increased each year by a variable inflationary factor to smooth the effects of major cost fluctuations given the initial fund balance and income.

No allowance has been made for interest receivable on the Sinking Fund Account, possible bank charges or tax obligations arising from bank interest.

Future replacement costs have been calculated by assessing the current replacement cost for each item to a standard the same or better than the original. These anticipated costs are increased each year at a rate of 5.0% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10.0% per annum has been applied to anticipated costs and it is applied to each individual cost in the year the cost (e.g. painting) is expected to occur (e.g. 2035), the contingency rate is not an annual compounding cost.

The effective life for each item identified is based on its material effective life, therefore no consideration has been made for the economic life of plant, equipment, finishes or upgrades.

We have included a line item called Capital Replacement – General which is a yearly provision for unforeseen and/or unknown capital costs and expenses. This provision will allow Owners to expend funds on items which are not specifically allowed for, without the need to call an Extraordinary General Meeting to raise a special levy to pay for those otherwise unspecified items.

If the amounts provided for are not expended in any one year they will be accumulated to meet expenditures in future years although it has been our experience that some form of capital expenditure occurs every year and not all of it is accounted for via the specific line items in our report.

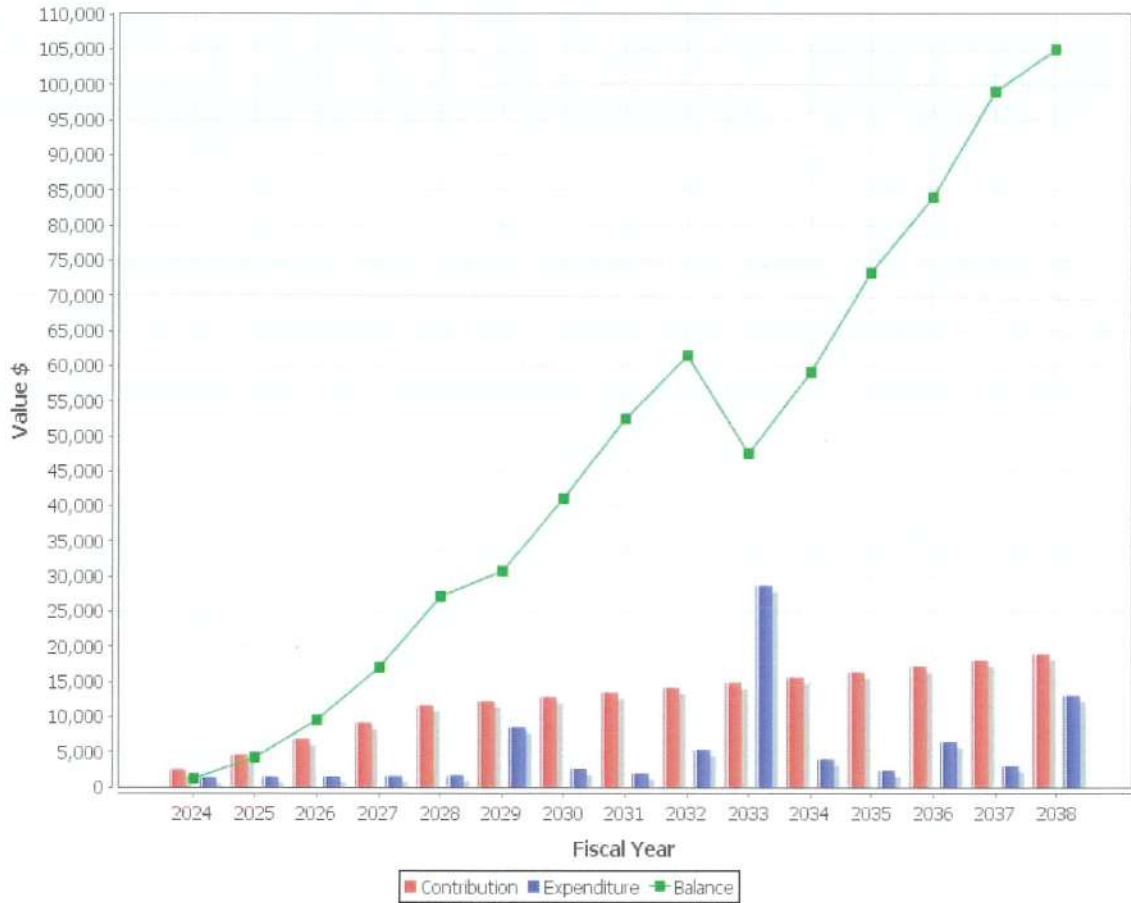
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

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

SINKING FUND FINANCIAL SUMMARY

Report Year	Year		Opening Balance		Income		Expenses		Closing Balance	
	Fiscal From		Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)		Closing Balance (End of Year)		
1	01/07/2024		\$0	\$2,500	\$0.25	\$1,398		\$1,102		
2	01/07/2025		\$1,102	\$4,625	\$0.46	\$1,467		\$4,260		
3	01/07/2026		\$4,260	\$6,856	\$0.69	\$1,541		\$9,575		
4	01/07/2027		\$9,575	\$9,199	\$0.92	\$1,618		\$17,156		
5	01/07/2028		\$17,156	\$11,659	\$1.17	\$1,699		\$27,117		
6	01/07/2029		\$27,117	\$12,242	\$1.22	\$8,537		\$30,821		
7	01/07/2030		\$30,821	\$12,854	\$1.29	\$2,620		\$41,055		
8	01/07/2031		\$41,055	\$13,497	\$1.35	\$1,966		\$52,585		
9	01/07/2032		\$52,585	\$14,172	\$1.42	\$5,331		\$61,426		
10	01/07/2033		\$61,426	\$14,880	\$1.49	\$28,697		\$47,609		
11	01/07/2034		\$47,609	\$15,624	\$1.56	\$4,007		\$59,226		
12	01/07/2035		\$59,226	\$16,405	\$1.64	\$2,390		\$73,241		
13	01/07/2036		\$73,241	\$17,226	\$1.72	\$6,430		\$84,036		
14	01/07/2037		\$84,036	\$18,087	\$1.81	\$3,052		\$99,071		
15	01/07/2038		\$99,071	\$18,991	\$1.90	\$13,023		\$105,039		

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

July 2024	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$1,398
<u>Total Forecast Expenditure for year - July 2024 (Inc GST):</u>	<u>\$1,398</u>
Includes GST amount of :	\$127
July 2025	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$1,467
<u>Total Forecast Expenditure for year - July 2025 (Inc GST):</u>	<u>\$1,467</u>
Includes GST amount of :	\$133
July 2026	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$1,541
<u>Total Forecast Expenditure for year - July 2026 (Inc GST):</u>	<u>\$1,541</u>
Includes GST amount of :	\$140
July 2027	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$1,618
<u>Total Forecast Expenditure for year - July 2027 (Inc GST):</u>	<u>\$1,618</u>
Includes GST amount of :	\$147

July 2028		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,699
<u>Total Forecast Expenditure for year - July 2028 (Inc GST):</u>		<u>\$1,699</u>
Includes GST amount of :		\$154
July 2029		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,784
EXTERNAL WORKS		
- Maintain common pipework		\$2,786
FURNITURE & FITTINGS		
- Ongoing partial replacement of exterior lighting		\$282
ROOF		
- Provision to maintain roof fixtures and flashings		\$3,685
<u>Total Forecast Expenditure for year - July 2029 (Inc GST):</u>		<u>\$8,537</u>
Includes GST amount of :		\$776
July 2030		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,873
DRIVEWAYS, PATHWAYS & PARKING		
- Maintain driveway 3% of total		\$748
<u>Total Forecast Expenditure for year - July 2030 (Inc GST):</u>		<u>\$2,620</u>
Includes GST amount of :		\$238

July 2031	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$1,966
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<u>Total Forecast Expenditure for year - July 2031 (Inc GST):</u>	<u>\$1,966</u>
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Includes GST amount of :	\$179
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July 2032	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$2,065
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DRIVEWAYS, PATHWAYS & PARKING

- Maintain pathways 10% of total	\$3,266
----------------------------------	---------

<u>Total Forecast Expenditure for year - July 2032 (Inc GST):</u>	<u>\$5,331</u>
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Includes GST amount of :	\$485
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July 2033	Expense Inc GST
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SUPERSTRUCTURE

- Repaint buildings	\$4,927
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- Repaint soffits	\$7,500
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- Scaffold/access equip allowance	\$11,826
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- Repaint door face	\$1,935
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- Repaint handrails	\$340
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- Capital Replacement - General	\$2,168
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<u>Total Forecast Expenditure for year - July 2033 (Inc GST):</u>	<u>\$28,697</u>
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Includes GST amount of :	\$2,609
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July 2034	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$2,276
---------------------------------	---------

FENCING

- Maintain masonry fencing	\$1,731
<u>Total Forecast Expenditure for year - July 2034 (Inc GST):</u>	<u>\$4,007</u>
Includes GST amount of :	\$364

July 2035	Expense
	Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$2,390
<u>Total Forecast Expenditure for year - July 2035 (Inc GST):</u>	<u>\$2,390</u>
Includes GST amount of :	\$217

July 2036	Expense
	Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$2,510
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EXTERNAL WORKS

- Maintain common pipework	\$3,920
<u>Total Forecast Expenditure for year - July 2036 (Inc GST):</u>	<u>\$6,430</u>
Includes GST amount of :	\$585

July 2037	Expense
	Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$2,635
---------------------------------	---------

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$417
<u>Total Forecast Expenditure for year - July 2037 (Inc GST):</u>	<u>\$3,052</u>
Includes GST amount of :	\$277

July 2038	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$2,767
FURNITURE & FITTINGS	
- Provision to replace mail boxes	\$10,256
<u>Total Forecast Expenditure for year - July 2038 (Inc GST):</u>	<u>\$13,023</u>
Includes GST amount of :	\$1,184

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
SUPERSTRUCTURE																		
- Repaint buildings	\$2,750	2033	10										4927					
- Repaint soffits	\$4,186	2033	10										7500					
- Scaffold/access equip allowance	\$6,600	2033	10										11826					
- Repaint door face	\$1,080	2033	10										1935					
- Repaint handrails	\$190	2033	10										340					
- Capital Replacement - General	\$1,210	2024	1	1398	1467	1541	1618	1699	1784	1873	1966	2065	2168	2276	2390	2510	2635	2767
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain pathways 10% of total	\$1,914	2032	11									3266						
- Maintain driveway 3% of total	\$483	2030	12						748									
EXTERNAL WORKS																		
- Maintain common pipework	\$1,890	2029	7						2786							3920		
FENCING																		
- Maintain masonry fencing	\$920	2034	12											1731				
FURNITURE & FITTINGS																		
- Provision to replace mail boxes	\$4,485	2038	25															10256
- Ongoing partial replacement of exterior lighting	\$191	2029	8						282									417

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
ROOF																		
- Provision to maintain roof fixtures and flashings	\$2,500	2029	12					3685										
Total				1398	1467	1541	1618	1699	8537	2620	1966	5331	28697	4007	2390	6430	3052	13023
Includes GST amount of				127	133	140	147	154	776	238	179	485	2609	364	217	585	277	1184

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
SUPERSTRUCTURE																		
- Repaint buildings	\$2,750	2033	10	392	803	1235	1688	2164	2664	3189	3741	4319	4927	638	1308	2011	2750	3525
- Repaint soffits	\$4,186	2033	10	596	1222	1880	2570	3295	4056	4855	5694	6575	7500	971	1991	3062	4186	5367
- Scaffold/access equip allowance	\$6,600	2033	10	940	1927	2964	4052	5195	6395	7655	8978	10367	11826	1531	3140	4828	6601	8462
- Repaint door face	\$1,080	2033	10	154	315	485	663	850	1046	1253	1469	1696	1935	251	514	790	1080	1384
- Repaint handrails	\$190	2033	10	27	55	85	117	149	184	220	258	298	340	44	90	139	189	243
- Capital Replacement - General	\$1,210	2024	1	1398	1467	1541	1618	1699	1784	1873	1966	2065	2168	2276	2390	2510	2635	2767
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain pathways 10% of total	\$1,914	2032	11	296	607	934	1277	1637	2015	2412	2828	3266	393	806	1239	1694	2172	2674
- Maintain driveway 3% of total	\$483	2030	12	92	188	290	396	508	625	748	84	173	266	364	466	574	687	806
- Replace individual garage doors in 25 years	\$16,225	2043	5	716	1468	2257	3086	3956	4870	5830	6837	7895	9006	10172	11397	12682	14032	15450
EXTERNAL WORKS																		
- Maintain common pipework	\$1,890	2029	7	410	840	1291	1765	2263	2786	481	987	1518	2075	2660	3275	3920	677	1389
FENCING																		
- Replace cyclone/mesh fencing in 30 years	\$5,632	2053	30	403	826	1270	1737	2227	2741	3281	3848	4444	5069	5725	6415	7138	7898	8696
- Maintain masonry fencing	\$920	2034	12	122	250	384	525	673	829	992	1163	1344	1533	1731	195	400	616	842

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
FURNITURE & FITTINGS																		
- Provision to replace mail boxes	\$4,485	2038	25	475	974	1498	2049	2626	3233	3870	4539	5241	5978	6752	7565	8419	9315	10256
- Ongoing partial replacement of exterior lighting	\$191	2029	8	41	85	131	179	229	282	44	90	138	188	241	297	356	417	65
ROOF																		
- Provision to replace guttering in 30 years	\$14,100	2053	30	1009	2068	3181	4349	5575	6863	8215	9635	11125	12690	14334	16059	17871	19774	21772
- Provision to replace down pipes in 30 years	\$17,940	2053	30	1284	2632	4047	5533	7093	8732	10452	12258	14155	16147	18238	20433	22739	25159	27701
- Provision to maintain roof fixtures and flashings	\$2,500	2029	12	542	1111	1708	2335	2994	3685	416	852	1311	1792	2297	2828	3385	3970	4584
TOTAL ACCRUALS				7499	15371	23640	32321	41434	44253	53165	63261	70599	55137	65024	77212	86088	99106	102960

* Bold blue items listed above are expense items that occur in that year.

REPORT INFORMATION

The values included in the report are for budgeting purposes and have been obtained from a number of sources including building cost information guides, painting contractors, plant and equipment suppliers, manufactures and installers and working knowledge of each buildings configuration at the time of inspection.

Every endeavour has been undertaken to accurately compile a budget for the maintenance, repair, renewal or replacement of the items of a non-routine nature that have been identified in this report. However as there is no definitive scope of works for maintenance, repair, renewal or replacement of the items contained in this report it is expected that if said items were put to tender, the quotations received would vary significantly dependent upon the timing and scope of works to that will be undertaken. For this reason it is recommended that several quotations are sourced as far in advance of any anticipated work as possible.

The installation date, present condition and estimated life of each item is determined at the time of the site inspection from a visual inspection, the age of the building (where this information is provided) and any other relevant information provided by the Owners at the time of inspection. This information is then communicated in the report by way of nominated total life cycle in comparison with expected remaining life. The life cycles of each of the items will vary depending upon where the building is located, for example buildings near a salt environment tend to have a lesser life cycle and a higher maintenance requirement.

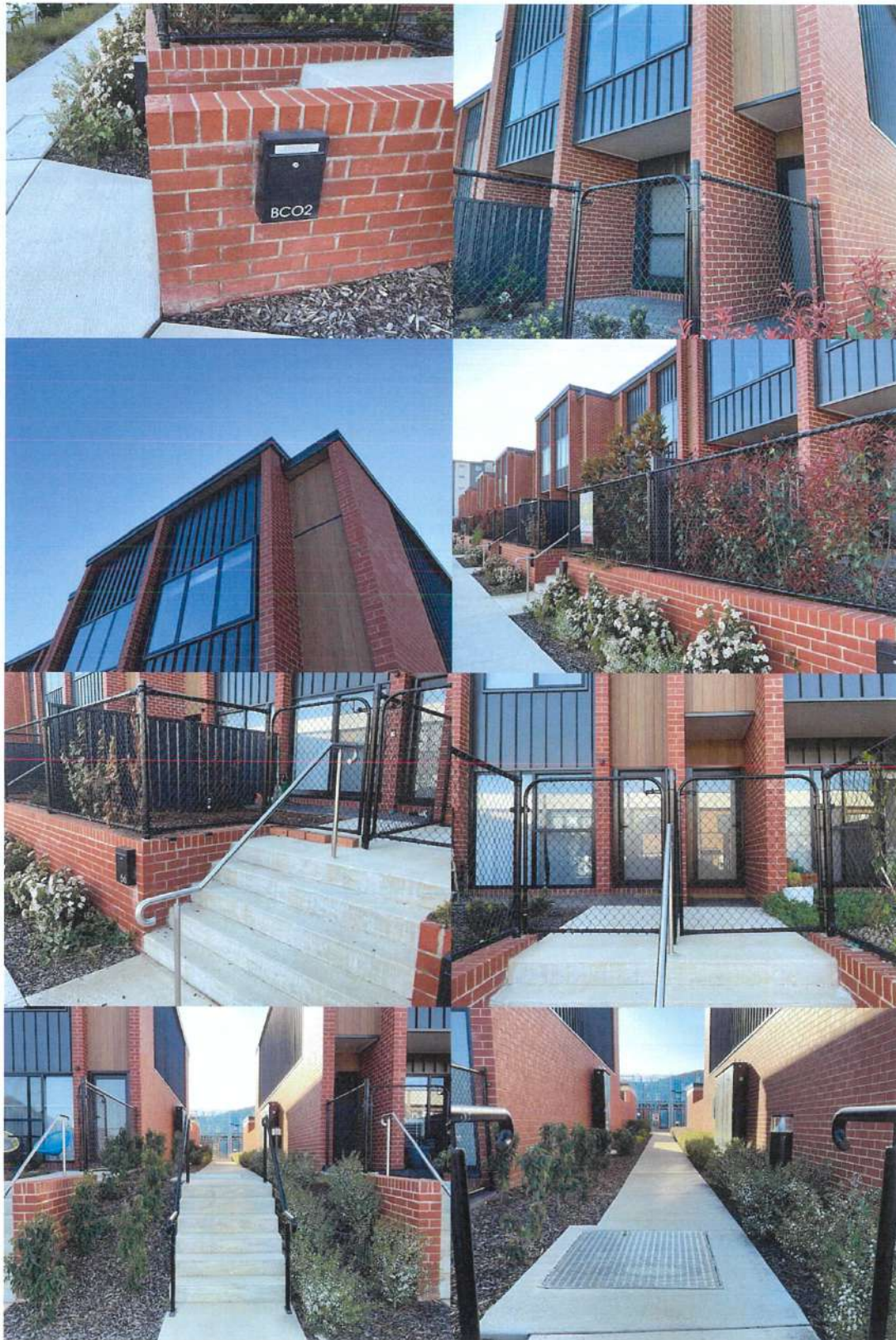
This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report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

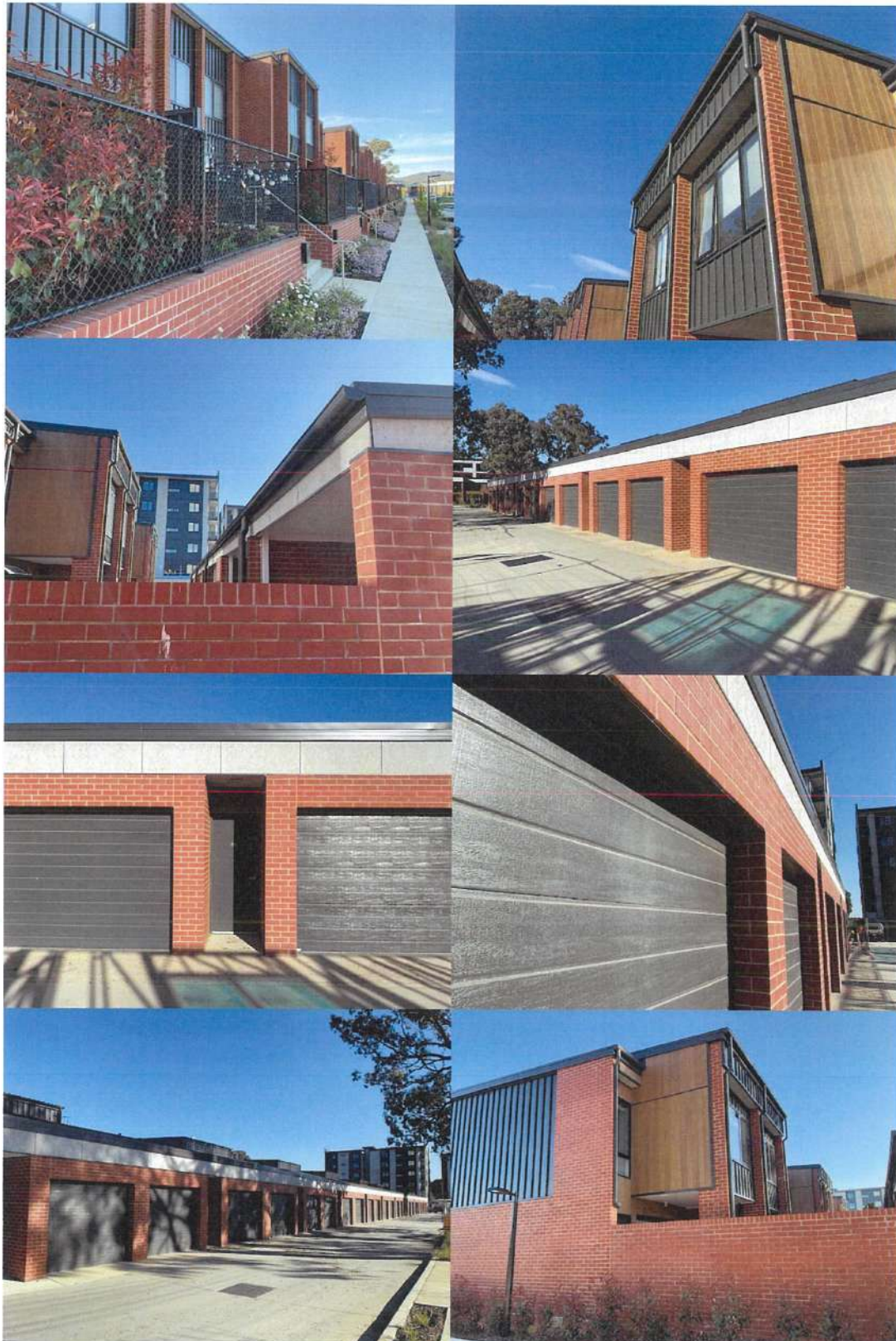
The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific condition of specialist items and equipment such as gas fittings and supply systems; heritage listing conditions or requirements; fire protection fittings and systems; HVAC fittings and systems site drainage; electrical or data systems or wiring, building plumbing systems including sewerage, potable and stormwater pipe work and fittings; security concerns; detection and identification of illegal building work; and the durability of exposed finishes.

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

AREAS NOT INSPECTED

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





**Units Plan 15912 – NORREBRO BLOCK B
62-104 BEECHWORTH STREET, WATSON ACT 2602**

Rules

1.1 Definitions—default rules

- (1) In these rules:

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

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

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

1.4 Erections and alterations

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only—
- (a) in accordance with the express permission of the Owners Corporation by unopposed resolution the executive committee; and
- (b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).
- (2) Permission may be given subject to conditions stated in the resolution.



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

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

Example—permission unreasonably withheld

- external appearance of a unit or the units plan

1.5 Pets in units

- (1) A unit owner or occupier (the *pet owner*) may keep an animal, or permit an animal to be kept, within the unit if—
- (a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and
 - (b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and
 - (c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
 - (d) the pet owner cleans any area of the units plan that is soiled by the animal; and
 - (e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
- (2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

1.6 Assistance animals

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

1.7 Use of common property

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

1.8 Hazardous use of unit

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



1.9 Use of unit—nuisance or annoyance

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

1.10 Noise

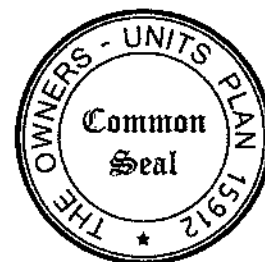
- (1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to the making of a noise if the executive committee has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

1.11 Illegal use of unit

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

1.12 What may an executive committee representative do?

- (1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
 - (a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;
 - (b) carry out any maintenance required under the Act or these rules;
 - (c) do anything else the owners corporation is required to do under the Act or these rules.
- (2) An executive committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in subrule (1).



- (3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—
- (a) the executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of their intention to do the thing; or
 - (b) in an emergency, it is essential that it be done without notice.
- (4) The executive committee may give a written authority to a person to represent the corporation under this rule.

executive committee representative means a person authorised, in writing, by the executive committee under rule 1.12 (4).

1.13 Common Seal

That the Owners Corporation delegate the function of executing documents on behalf of the Owners Corporation, with or without the common seal to the Strata Manager.

- (a) The strata managing agent applies the Seal or executes the document (without the common seal) after receiving written confirmation from the executive committee to apply the Seal (note: - Written confirmation includes via email). The Managing Agent may apply the Common Seal to Section 119 Certificates as and when required.

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



MINUTES OF ANNUAL GENERAL MEETING

Units Plan No. 15912

MEETING DATE	Tuesday 15 October 2024
MEETING TIME	5:00 PM
MEETING LOCATION	Online Via Zoom Join Online Via Zoom https://ljhookerstrata- au.zoom.us/j/87152241801

MINUTES OF ANNUAL GENERAL MEETING UNITS PLAN NO. 15912

DATE & TIME Tuesday 15 October 2024 at 5:00 PM
LOCATION Online Via Zoom
Join Online Via Zoom <https://ljhookerstrata-au.zoom.us/j/87152241801>

ATTENDANCE

Present

Le Pham & Ngoc Dinh	Lot 5	In Person
Monti Rahman	Lot 10	In Person
Sean Bridgeman & Cate Furey	Lot 14	In Person
Amy Mesic	Lot 19	In Person
Megan Swain	Lot 21	In Person

Chairperson

Megan Swain

QUORUM

The Chairperson advised that a quorum was not represented.

Meeting opened on Tuesday 15 October 2024 at 5:30 PM

1. MINUTES OF THE PREVIOUS ANNUAL GENERAL MEETING

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

CARRIED

MOTION CARRIED

2. INSURANCE

- a) That upon renewal of the insurance policy, quotes will be obtained and discussed with the Executive Committee.
- b) That the Owners Corporation consider any new or outstanding insurance claims.
- c) That the Owners Corporation agrees to obtain an insurance valuation and that the insurance coverage be adjusted in accordance with that valuation, in consultation with the Executive Committee.

CARRIED

MOTION CARRIED

3. PRESENTATION OF ANNUAL FINANCIAL STATEMENTS

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

CARRIED

MOTION CARRIED

4. ADMINISTRATIVE FUND

That the Corporation approves the proposed budget, and determines a levy equal to the Administrative Fund budget of \$63,250.00 for the period 1 July 2024 to 30 June 2025 and to be contributed in accordance with unit entitlements. Payment to be made over 4 Installments paid in advance on 31 October 2024, 2 January 2025, 30 March 2025, and 15 June 2025.

CARRIED

MOTION CARRIED

5. SINKING FUND PLAN ADOPTION

That the Owners Corporation agrees to adopt the Sinking Fund Plan as prepared by QIA and dated 20/09/2024.

CARRIED

MOTION CARRIED

6. SINKING FUND INCOME AND EXPENDITURE BUDGET APPROVAL

That the Corporation agrees to the proposed Sinking Fund expenditure budget of \$1398.00.00 and agrees to determine a levy equal to the proposed Sinking Fund income budget of \$2,500.00 for the period 1 July 2024 to 30 June 2025 and to be contributed in accordance with unit entitlements. Payment is to be made over 4 Installments paid in advance on 31 October 2024, 2 January 2025, 30 March 2025, and 15 June 2025.

CARRIED

MOTION CARRIED

7. ELECTRONIC VOTING

That the Owners Corporation adopts the the Electronic Voting Process and

acknowledges that meetings can now be held via these means.

CARRIED

MOTION CARRIED

8. MAINTENANCE PLAN PREPARATION

That the Owners Corporation appoint a contractor to prepare an initial Maintenance Plan for the common property.

Owners wished for another option. LJH will Source quote from QIA and bring forward to EC to consider.

DEFEATED

MOTION DEFEATED

9. MAINTENANCE ISSUES AND MAINTENANCE CONTRACTS

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

Query around if/when Access Canberra will be managing the waste. One to monitor with Community Title changes moving forward.

CARRIED

MOTION CARRIED

10. CONSIDERATION OF BUILDING DEFECTS

That the Owners Corporation consider any physical building structural defects.

speed humps have had issue but since rectified.

CARRIED

MOTION CARRIED

11. EXECUTIVE COMMITTEE

That the Owners Corporation create between 3 and 7 Executive Committee positions,

and those positions be filled by nominated owners.

Le Pham & Ngoc Dinh	Lot 5
Sean Bridgeman & Cate Furey	Lot 14
Megan Swain	Lot 21

CARRIED

MOTION CARRIED

10. GENERAL BUSINESS

Queries around Blind spots in the complex. LJH to bring forward to EC of Community Title.
Several issues with the parking - time restrictions and requests to have the restrictions removed. Also to be brought forward to EC of Community Title.

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

Meeting closed on Tuesday 15 October 2024 at 5:47 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

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 07.08.2025

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

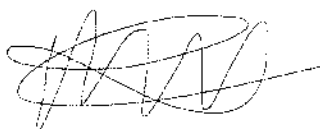
[If there is insufficient space here, tick and attach details to the notice]

Date of decision	Full text of reduced quorum decision
07.08.2025	As per attached Minutes

A4 Owners corporation declaration

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

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



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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

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

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

B3 *How may reduced quorum decisions be disallowed?*

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

The petition must—

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

B4 *How may reduced quorum decisions be confirmed?*

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

B5 *How may reduced quorum decisions be revoked?*

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

MINUTES OF ANNUAL GENERAL MEETING

UNITS PLAN NO. 15912

MEETING DATE & TIME Thursday 07 August 2025 at 5:00 PM

LOCATION Zoom

IN ATTENDANCE	UNIT NUMBER
L PHAM	5
S BRIDGEMAN	14
M SWAIN	21
A FENTON	LJ HOOKER STRATA
M ARMOUR	LJ HOOKER STRATA

CHAIRPERSON	UNIT NUMBER
M SWAIN	21

Meeting open: 5:00PM

QUORUM

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

Meeting closed: 5:47PM

MOTIONS

1. MINUTES OF THE PREVIOUS ANNUAL GENERAL MEETING **Ordinary Resolution**

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

CARRIED

2. INSURANCE **Ordinary Resolution**

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

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

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

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

CARRIED

3. PRESENTATION OF ANNUAL FINANCIAL STATEMENTS **Ordinary Resolution**

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

CARRIED

4. AUDIT **Ordinary Resolution**

Background: Schedule 2, Part 2.1, Section 2(1) requires an Executive Committee to arrange for the financials of the Owners Corporation to have an Audit complete if there are more than 100 units within the complex, or the levies equate to more than \$250,000.

15912 is not required to undertake an audit of its financials.

CARRIED

5. ADMINISTRATIVE FUND **Ordinary Resolution**

That the Corporation approves the proposed budget, and determines a levy equal to the Administrative Fund budget of \$53,500.00 for the period 1 July 2025 to 30 June 2026 and to be contributed in accordance with unit entitlements. Payment to be made over 4 quarterly periods paid in advance on 15 September 2025, 15 December 2025, 15 February 2026, 15 April 2026.

CARRIED

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

That the Corporation agrees to the proposed Sinking Fund expenditure budget of \$1,467.00 and agrees to determine a levy equal to the proposed Sinking Fund income budget of \$4,625.00 for the period 1 July 2025 to 30 June 2026 and to be contributed in accordance with unit entitlements. Payment to be made over 4 quarterly periods paid in advance on 15 September 2025, 15 December 2025, 15 February 2026, 15 April 2026.

CARRIED

7. ELECTRONIC VOTING **Ordinary Resolution**

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

CARRIED

8. MAINTENANCE PLAN REVIEW **Ordinary Resolution**

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

Note: The maintenance plan was obtained by QIA and reviewed by the Committee.

CARRIED

9. MAINTENANCE ISSUES AND MAINTENANCE CONTRACTS

Ordinary Resolution

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

Note: The recent signage on the rubbish door appears to have had a positive impact, with a noticeable decrease in rubbish volume.

Gutter cleaning at the complex was discussed and it was agreed to obtain a quote through Touchdown, to be presented to the incoming Committee for their consideration.

CARRIED

10. CONSIDERATION OF BUILDING DEFECTS

Ordinary Resolution

That the Owners Corporation consider any physical building structural defects.

Note: The Owners present were not aware of any building defects. The Strata Manager reminded all owners to report any defects as soon as they are identified, rather than waiting until the next AGM.

CARRIED

11. FIRE SAFETY REVIEW

Ordinary Resolution

That the Owners Corporation undertakes a Fire Safety Review for provision and compliance with the National Construction Code fire safety requirements.

CARRIED

12. EXECUTIVE COMMITTEE

Ordinary Resolution

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

NAME	UNIT NUMBER
S BRIDGEMAN	14
M SWAIN	21
VACANT	

GENERAL BUSINESS

No General Business was raised

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 15912

A2 General meeting

Date (or dates) of general meeting 28/5/24
at which the reduced quorum
decision or decisions were made—

Tick applicable box, or both boxes if applicable:

Regularly convened

The general meeting was regularly convened (not following any adjournment under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

Convened after adjournment

The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
28/5/24	As per attached minutes

A4 Owners corporation declaration

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

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

Tuesday, 28th May 2024



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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

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

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

B3 *How may reduced quorum decisions be disallowed?*

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

The petition must—

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

B4 *How may reduced quorum decisions be confirmed?*

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

B5 *How may reduced quorum decisions be revoked?*

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

MINUTES OF
ADJOURNED GENERAL
MEETING

Units Plan No. 15912

MEETING DATE	Tuesday 28 May 2024
MEETING TIME	5:00 PM
MEETING LOCATION	Online Via Zoom

ATTENDANCE

J ANDERSSON LOT 6	D CAREY HTI GROUP
C FURY & S BRIDGEMAN LOT 14	J TANCHEVSKI HTI GROUP
J PIRIE LJ HOOKER STRATA ACT	N MARIETTE CANBERRA TOWN PLANNING

PROXIES

J WINDSOR LOT 3	M RAHMAN & E MORSHECK LOT 10
S KYPRIANOU LOT 4	S BAUER-MCPHEE LOT 12
M GRAY LOT 9	

ABSENTEES

M SWAIN LOT 21

Appointment of Chair – C Fury Lot 14

MOTIONS

1. MINUTES OF THE PREVIOUS ANNUAL GENERAL MEETING

That the minutes of the previous Annual General Meeting held 19th December 2023 are confirmed.

CONFIRMED

2. INSURANCE

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

CONFIRMED

3. MAINTENANCE ISSUES AND MAINTENANCE CONTRACTS

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

CONFIRMED

4. LEASE VARIATION

That the owners Corporation agrees by Unopposed Resolution to a lease variation of Units Plans 15912 Covenants (Crown Lease Provisions) - Waste Room Easement in accordance with section 166 of the Unit titles Act 2001 as follows:

Existing (current) Waste Easement Provision:

The existing Waste Easement applicable to the Units Plan on Block 17 Section 122 Watson reads as follows:

Clause 3(i) – WASTE AND STORAGE ACCESS BLOCK 19 - That the Lessee, their employees, contractors, sublessees or occupiers, visitors and invitees of the parcel of land have the right to access that part of the parcel of land on Block 19 Section 122 Division of Watson as shown on the deposited plan described as 'A2' 'proposed access easement 6.62 wide' for all purposes connected with the storage and collection of Waste;

Proposed (varied) Waste Easement Provision:

The proposed amendment to the Waste Easement in the Units Plan on Block 17 Section 122 Watson is proposed to be varied to read as follows:

Clause 3(i) – WASTE AND STORAGE ACCESS BLOCK 1 AND BLOCK 19 - That the Lessee, their employees, contractors, sublessees or occupiers, visitors and invitees of the parcel of land have the right to access that part of the parcel of land on Block 1 Section 122 Division of Watson as shown on the easement plan attached described as 'A3' 'proposed access easement 3.45 wide' and also that area on Block 19 Section 122 Division of Watson as shown on the deposited plan described as 'A2' 'proposed access easement 6.62 wide' for all purposes connected with the storage and collection of Waste;

The proposed variation is a minor administrative amendment to allow unit owners additional access to another waste room located on Block 1 Section 122 Watson (Norrebro Block A) currently under construction, in accordance with the approved Waste Management Plan and arrangements as approved for the development. Please refer to the attached letter from Canberra Town Planning on behalf of HTI Watson Pty Ltd.

CARRIED

5. EXECUTIVE COMMITTEE

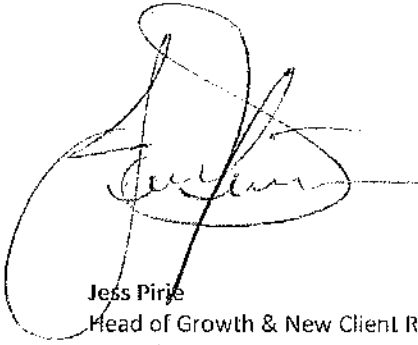
That the Owners Corporation create between 3 and 7 Executive Committee positions, and those positions be filled by nominated owners.

DEFERRED

GENERAL BUSINESS

- Bulky waste signage to be installed in the bin rooms, will assess long term option of looking at CCTV and a swipe access system potentially at the next Annual general Meeting.

The Managing Agent thanked all in attendance for their contribution and time. Meeting closed at 5:35pm.



Jess Pirie
Head of Growth & New Client Relations
LJ Hooker Strata ACT

On Behalf of Owners Corporation Units Plan 15912





ACT
PROPERTY
INSPECTIONS

98 Beechworth Street,
Watson ACT 2602

Report prepared: Wednesday, April 15th 2026

Energy Efficiency Rating
Insurance Certificates
Tax Invoice

Energy Efficiency Report



FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★★★★★★ **6 STARS**
in Climate: 24 **SCORE: 41 POINTS**

Name: Kyprianou

Ref No: 69598

House Title: Unit 4 Block 17 Section 122 WATSON

Date: 15-04-2026

Address: 98 Beechworth Street, Watson ACT 2602

ACT HOUSE ENERGY RATING SCHEME

41 Points 6.0 Stars

Robert Lowe - 20111129



Building Assessor - Class A (Energy Efficiency)

This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.

IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

Star Rating	POOR			AVERAGE				GOOD			V. GOOD	
	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★		
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	41	<input type="text"/>										
Potential	49	<input type="text"/>										

Incorporating these design options will add the additional points required to achieve the potential rating shown in the table. Each point represents about a 1% change in energy efficiency. This list is only a guide to the range of options that could be used.

Design options

Additional points

Change curtain to

Heavy Drapes & Pelmet

9

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	41	★★★★★★
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Largest windows in the dwelling;

Direction : West

Area : 9 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. West	40	★★★★★★
2. North West	40	★★★★★★
3. North	47	★★★★★★
4. North East	45	★★★★★★
5. East	41	★★★★★★
6. South East	41	★★★★★★
7. South	46	★★★★★★
8. South West	43	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 4 Block 17 Section 122 WATSON, 98 Beechworth Street, Watson ACT 2602,

Assessor's Name:

Net Conditioned Floor Area: 89.2 m²

				Points		
Feature				Winter	Summer	Total
CEILING				11	0	11
Surface Area:	6	Insulation:	6			
WALL				10	-2	8
Surface Area:	4	Insulation:	5	Mass:	-2	
FLOOR				10	2	11
Surface Area:	5	Insulation:	-4	Mass:	11	
AIR LEAKAGE (Percentage of score shown for each element)				7	0	7
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	51 %			
Exhaust Fans	29 %	Doors	0 %			
Down Lights	0 %	Gaps (around frames)	20 %			
DESIGN FEATURES				0	0	0
Cross Ventilation	0					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				1	-16	-15
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
E	7	8%	-11	14	-6	-3
W	9	10%	-14	12	-10	-12
Total	16	18%	-25	26	-16	-15

* Air movement over glazing can significantly increase winter heat losses. SEAV recommends heating/cooling duct outlets be positioned to avoid air movement across glass or use deflectors to direct air away from glass.

The contribution of heavyweight materials to the window score is 2 points

				Winter	Summer	Total
RATING	★ ★ ★ ★ ★ ★			39	-17	41*

* includes 18 points from Area Adjustment

Detailed House Data

House Details

ClientName Kyprianou
 HouseTitle Unit 4 Block 17 Section 122 WATSON
 StreetAddress 98 Beechworth Street, Watson ACT 2602
 FileCreated 15-04-2026

Climate Details

State
 Town
 Postcode 0
 Zone 24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Concrete Slab on ground	No Subfloor	No	No	No	Float Timb	R0.0	46.0m ²
2	Timber	NA	Yes	No	No	Carp	R0.0	35.0m ²
3	Timber	NA	Yes	No	No	Tiles	R0.0	10.0m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Framed: Metal Clad	No	R2.0	5.6m	2.4m
2	Weatherboard	No	R2.0	2.0m	2.4m
3	Framed: FC Sheet Clad	Yes	R2.0	23.9m	2.4m
4	Framed: Metal Clad	No	R2.0	5.6m	2.6m
5	Weatherboard	No	R2.0	2.0m	2.6m
6	Framed: FC Sheet Clad	Yes	R2.0	24.0m	2.6m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Low Ventilation	No	Yes	R4.0	46.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	W	2.1m	2.1m	No	DG	ALIMPR	CW	No	0.0m	0.0m	0.0m
2	W	2.1m	0.9m	No	DGT	ALIMPR	NC	No	0.0m	0.0m	0.0m
3	E	2.1m	2.1m	No	DG	ALIMPR	NC	No	0.0m	0.0m	0.0m
4	E	1.5m	1.8m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
5	W	1.5m	1.8m	No	DG	ALIMPR	CW	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	W	2.1m	2.1m	15.0m	25.0m	12.3m	-6.6m	0.0m	0.0m	0.0m	0.0m
2	W	2.1m	0.9m	15.0m	25.0m	12.9m	-5.7m	0.0m	0.0m	0.0m	0.0m
5	W	1.5m	1.8m	12.0m	25.0m	12.3m	-6.6m	0.0m	0.0m	0.0m	0.0m

Zoning Details

Is there Cross Flow Ventilation ? Average

Air Leakage Details

Location	Suburban
Is there More than One Storey ?	Yes
Is the Stairwell Separated by Doors ?	No
Is the Entry open to the Living Area ?	No
Area of Heavyweight Mass	0m ²
Area of Lightweight Mass	0m ²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	2	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	0
External Doors	0	0

Unflued Gas Heaters	0
Percentage of Windows Sealed	98%
Windows - Average Gap	Small
External Doors - Average Gap	Small
Gaps & Cracks Sealed	Yes

TO WHOM THIS MAY CONCERN

9th March 2026

Certificate of Currency

Dear Sir or Madam,

We, the undersigned Insurance Brokers acting on behalf of the Insured, hereby certify that the following described insurance is in force at this date.

TYPE OF INSURANCE: Professional Indemnity Insurance

INSURED: ACT Property Inspections Pty Ltd.

ADDRESS OF INSURED: Unit 1/33 Altree Court, Phillip ACT 2606, Australia.

POLICY NUMBER: B0507OE2600060

PERIOD: From: 30th March 2026 to: 30th March 2027
At 4pm Local Standard Time at the Principal Address of the Insured.

LIMIT OF LIABILITY: AUD 5,000,000 in the annual aggregate inclusive of costs and expenses plus one reinstatement.

INSURERS: 100% Lloyd's of London

This letter is provided as a matter of information only and confers no rights on the holder. Our duties in relation to this insurance are to our client and we accept no duty of care or responsibility to you or any other third party and any liability to you or a third party is excluded. This letter does not amend, extend, or alter the coverage afforded by the policy, nor does it purport to set out all of the policy terms, conditions and exclusions. The policy terms, conditions, limits, and exclusions may alter after the date of this document or the insurance may terminate or be cancelled, and the limits shown may be reduced to pay claims. We have no obligation to advise you of any changes which may be made to the policy or to advise you of their cancellation or termination.

Issued on behalf of Price Forbes & Partners



Adam Power
Executive Director



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

Samantha Kyprianou
98 Beechworth St
WATSON ACT 2602
AUSTRALIA

Invoice Date
14 Apr 2026

Invoice Number
INV-69598

Reference
98 Beechworth St, Watson
ACT 2602, Australia

ABN
33 600 397 466

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Description	Quantity	Unit Price	GST	Amount AUD
Energy Efficiency Report	1.00	348.26	10%	348.26
ACTPLA - EER ESDD Lodgement Fee (no GST)	1.00	41.91	GST Free	41.91
			Subtotal	390.17
			TOTAL GST 10%	34.83
			TOTAL AUD	425.00

Due Date: 22 Apr 2026

Payment Terms: 7 Day Account

Please pay within the payment terms to avoid an admin fee. Note: all bank/legal fees incurred in obtaining payment will be the customer's responsibility

Direct Deposit
BSB: 012084
Account Number: 194679655
Account Name: ACT Property Inspections Pty Ltd
Please reference your name and invoice number

Cheques - please make payable to ACT Property Inspections Pty Ltd

[View and pay online now](#)



ACT PROPERTY INSPECTIONS

RECEIPT

Samantha Kyprianou
98 Beechworth St
WATSON ACT 2602
AUSTRALIA

Payment Date
14 Apr 2026

Sent Date
15 Apr 2026

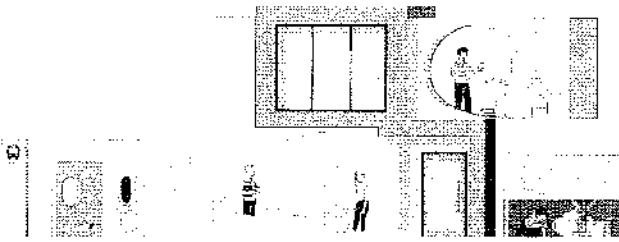
ABN:
33 600 397 466

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Total AUD paid	425.00
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Invoice Date	Reference	Payment Reference	Invoice Total	Amount Paid	Still Owing
14 Apr 2026	INV-69598	Payment - INV-69598 Payment created via eWAY PayThis.	425.00	425.00	0.00
			Total AUD	425.00	0.00

UNDERSTANDING YOUR ENERGY EFFICIENCY RATING (EER)



WHAT INFORMATION IS TAKEN INTO ACCOUNT WHEN ASSESSING MY HOMES ENERGY EFFICIENCY?

- Layout of the home
- Construction of its roof, walls, windows, and floor
- Wall, floor, and ceiling insulations
- Orientation of windows and shading of the sun's path and local breezes
- Influence of the local climate
- Air leakages

WHAT INFORMATION IS NOT APPLICABLE WHEN ASSESSING MY HOMES ENERGY EFFICIENCY?

- Heating and cooling
- Hot water systems
- Lighting systems and appliances
- Solar panels

An energy efficiency rating (EER) is a rating used to identify the energy efficiency of homes in the ACT.

The Civil Law (Sale of Residential Property) Act 2003 requires all homes being sold in the ACT to carry an energy efficiency rating (EER). This enables owners and buyers to compare a home's passive energy performance characteristics with others for sale in the Territory.

In the ACT, established homes are assessed using 1st generation software, and can achieve **0 to 6 stars** in the rating scheme.

Houses with a higher EER are more cost and energy efficient, use less energy for heating and cooling, generate lower greenhouse gas emissions, and are more comfortable.

HOW CAN I IMPROVE MY ENERGY EFFICIENCY RATING?

Your energy efficiency report will include a list of design options (unless it's already achieved the maximum rating of 6 stars). This will outline the improvements that can be made to gain additional points and increase the overall star rating of your home.

FirstRate Report



WHAT INFORMATION IS TAKEN INTO ACCOUNT WHEN ASSESSING MY HOMES ENERGY EFFICIENCY?

The ACT Government has two software systems in place to generate energy efficiency ratings:

1. Established homes: An onsite assessment using 1st generation software. A maximum of 6 stars can be achieved.
2. Brand new homes: A computer based assessment using 2nd generation software. A maximum of 10 stars can be achieved.

If you hold an energy efficiency rating that exceeds 6 stars, it is a 2nd generation EER and would have been provided when your home was brand new.

When assessing a home's energy efficiency for the purpose of sale, property inspection companies are required to use 1st generation software, which will achieve a maximum of 6 stars.

