

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

Schedule

Land	The unexpired term of the Lease	Unit 109	UP No. 4602	Block 1	Section 18	Division/District Coombs
	and known as 109/2 Newchurch Street, Coombs, ACT 2611					
Seller	Full name	Thomas William Borgo				
	ACN/ABN					
	Address	109/2 Newchurch Street Coombs ACT 2611				
Seller Solicitor	Firm	Lexmerca Lawyers	Ref	Kayla Brewer, 60572		
	Email	kayla.brewer@lexmerca.com.au				
	Phone	+61 (2) 6181 2900	Fax	+61 (2) 6181 2911		
	DX/Address	86 Northbourne Avenue, Braddon ACT 2612				
Stakeholder	Name	HIVE Property Canberra Trust Account				
Seller Agent	Firm	HIVE Property Canberra				
	Ref	Tom Wiggins				
	Phone	0468 771 763	Email	tom@hiveproperty.co		
	DX/Address	Level 1 / 4 Campion Street Deakin ACT 2600				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil	<input type="checkbox"/> section 370	<input type="checkbox"/> section 280	<input type="checkbox"/> section 306	<input type="checkbox"/> section 351
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease		<input type="checkbox"/> Land Rent Lease		
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession		<input type="checkbox"/> Subject to tenancy		
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	Fixed Floor Coverings, Light Fittings and Window Treatments as inspected				
Date for Registration of Units Plan	Not applicable					
Date for Completion	On or before 28 days from the date of this Contract					
Electronic Transaction?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA				
Land Tax to be adjusted?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes				
Residential Withholding Tax	New residential premises?	<input checked="" type="checkbox"/> No			<input type="checkbox"/> Yes	
	Potential residential land?	<input checked="" type="checkbox"/> No			<input type="checkbox"/> Yes	
	Buyer required to make a withholding payment?	<input checked="" type="checkbox"/> No			<input type="checkbox"/> Yes (insert details on p.3)	
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?	<input type="checkbox"/> No			<input type="checkbox"/> Yes	
	Clearance Certificates attached for all the Sellers?	<input type="checkbox"/> No			<input 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		Ref			
	Email					
	Phone		Fax			
	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:	
Read This Before Signing						
Before signing this contract you should ensure that you understand your rights and obligations. You should read the important notes on page 3. You should get advice from your solicitor.						
Seller signature				Buyer signature		
Seller witness name and signature				Buyer witness name and signature		

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

- Inclusions List
- Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	nil % per annum
Interest rate if the defaulting party is the Buyer	10.00 % per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$440 (incl GST)

Tenancy Summary

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

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

Name		Phone	
Address			

AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH

LAND

Coombs Section 18 Block 1 on Deposited Plan 11288 with 121 units on Unit Plan 4602

Unit 109 (Class A) entitlement 62 of 10000, 3 subsidiaries

Lease commenced on 10/12/2018, terminating on 22/12/2114

Proprietor

Thomas William Borgo

109/2 Newchurch Street Coombs ACT 2611

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
26/05/2026	3457712	Mortgage to MACQUARIE BANK LIMITED (ACN: 008 583 542)

End of interests

ADMINISTRATIVE INTERESTS

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

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201425920	Development Application	14/07/2014	MERIT TRACK - MINOR NOTIFICATION	APPROVAL CONDITIONAL	25/08/2014

Description

TEMPORARY SIGNAGE. Proposed installation for a temporary billboard sign within the road verge adjacent to Block 1, Section 18 Coombs. Sign proposed measures 9.6m x 3m and is 5.2m in overall height.

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



Product	Title Details
Date/Time	10/06/2026 12:22PM
Customer Reference	60572
Order ID	20260610000822
Cost	\$35.00

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201629024	Development Application	29/02/2016	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	15/06/2016

Description

MULTI DWELLING-121 UNIT DEVELOPMENT. Proposed construction of a 25 terrace and an on-podium 96 unit apartment complex with basement and car parking. Lease variation - see application for full details.

**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH**

LAND

Coombs Section 18 Block 1 on Deposited Plan 11288 with 121 units on Unit Plan 4602

Lease commenced on 10/12/2018, terminating on 22/12/2114

COMMON PROPERTY

Proprietor

The Owners-Units Plan No 4602

Signature Strata, 4/21 Napier Close Deakin ACT 2600

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
19/06/2023	3249778	Application to Note Special Resolution - Refer Instrument

End of interests

ADMINISTRATIVE INTERESTS

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Product	Title Details
Date/Time	10/06/2026 12:26PM
Customer Reference	60572
Order ID	20260610000835
Cost	\$35.00

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201629024	Development Application	29/02/2016	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	15/06/2016

Description

MULTI DWELLING-121 UNIT DEVELOPMENT. Proposed construction of a 25 terrace and an on-podium 96 unit apartment complex with basement and car parking. Lease variation - see application for full details.



SR\$3249778 07/06/2023 11:40:34 Eiri P

3249778

SR


Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
Signature Strata	info@signaturestrata.com.au	6185 0347

TITLE AND LAND DETAILS				UNITS PLAN NUMBER
Volume & Folio	District/Division	Section	Block	
2391:70	COOMBS	18	1	4602

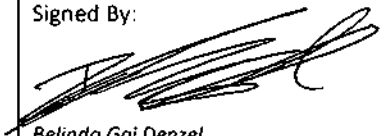
DETAILS OF ARTICLE/S BEING AMENDED (Insert article number/s)


Register consolidated rules

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

Witnessed by: 
Joimii Burge
Strata Manager

for: Signature Strata
on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by		Registration Date	EW 19/06/2023

**MINUTES OF ANNUAL GENERAL MEETING
OWNERS OF UNITS PLAN 4602 - ODIN**

DATE: Thursday, 11th May 2023 at 5:30pm
VENUE: Hybrid Meeting - 17/11 National Circuit, Barton & Via Zoom
PRESENT: Unit 6 - C Thompson
Unit 16 - J Fearn
Unit 17 - A James
Unit 21 - C Fan
Unit 31 - A Espinosa
Unit 75 - K Hassan
Unit 83 - G & A Lynch
Unit 89 - S Swincer
Unit 94 - T Webster
Unit 103 - J Parsons
Unit 107 - T Collins
Unit 114 - K Murray
Signature Strata - J Burge & S Taylor

ABSENTEE VOTES: Unit 4 - S & C Brown
Unit 76 - K Kalfic

CHAIR: Unit 6 - C Thompson



QUORUM: A quorum was not present. However the meeting proceeded with a Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011).
Secretarial Note - Owners are advised that under the Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 28 days after the decision was made, the Owners Corporation is to give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.

MEETING FORMALITIES

Noting of chairperson, acceptance of proxies and absentee votes and apologies.

MINUTES

MOTION 1: *That the minutes of the previous general meeting held 20th April 2022 are accepted.*

CARRIED

*Matters arising from those minutes - Nil.

INSURANCE

The Owners Corporation holds insurance cover with CHU Strata Insurance as follows:

Policy No:	HU0000020850
Due date:	13th November 2023
Premium:	\$53,762.85
Building Sum Insured:	\$60,060,000
Excesses:	Standard Claims \$1000 & Water Damage or Malicious Claims \$2500
Last insurance valuation report:	22 June 2022

MOTION 2: *That the Owners Corporation of UP4602 authorise the Strata Manager to adjust the building insurance in consultation with the Executive Committee.*

CARRIED

INSURANCE RENEWAL

MOTION 3: *That the Owners Corporation of UP4602 authorise the Strata Manager to effect the statutory and additional insurances of the owners corporation.*

CARRIED

INSURANCE CLAIMS

There are no active claims on the policy.

FINANCIAL REPORT

MOTION 4: *That the independently audited financial statement and accompanying audit report prepared by Kelly & Partners for the period ending 30th November 2021, be accepted.*

CARRIED

PHYSICAL BUILDING STRUCTURAL DEFECTS

That the Owners Corporation consider any physical building structural defects.

Townhouse Defects – Signature Strata provided an update on the rectification order that has been lodged with Access Canberra for the defects relating to the townhouse units. Following a meeting with the case officer from the Construction and Planning Investigations Team, it was agreed that Access Canberra would treat this case with priority and contact the builder.

Driveway Drains – It was noted that the drains within the driveway had been noted as a defect previously due to the noise level when vehicles drove over them. This would be further investigated to confirm if defect or maintenance.

Note - The Owners Corporation can only consider defects affecting the common property or the Defined Parts as specified in the Act.

MAINTENANCE PLAN

MOTION 5: *That the Owners Corporation accept the Maintenance Plan as prepared by QIA.*

CARRIED

MAINTENANCE ITEMS

- **Irrigation/Plumbing** – The continued damage to the irrigation and plumbing assets would be reviewed by the incoming Executive Committee for repair and discussion on solutions to avoid further damage ie, bollards or moving of said assets.
- **Pest Control Surrounding Birds** – A solution would be reviewed with the incoming Executive Committee on how to deter the pigeons from affected units.
- **Cleaning Contract** – Signature Strata presented a new cleaning quote prepared by Inside Outside to the meeting, due to the lack of service from the current cleaner and the competitive pricing, it was agreed to appoint Inside Outside as the new cleaners.

FIRE SAFETY

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2020-601, requires the Owners Corporation to review provision and compliance with the national construction code for fire safety, and at each Annual General Meeting.

The compliance certificate provided by 360 Degree Fire was noted.

ACCEPTANCE OF RESVU PORTAL USAGE

MOTION 6: *That the owners corporation of UP4602 agrees to the additional cost of \$4.70 incl. GST per unit per year for the ResVu Community Platform.*

CARRIED

PROPOSED BUDGET

The Executive Committee have sought legal advice to assist in the preparation of split budget rules in accordance with Section 78 (2) b) and Section 89 (2) (b) of the Unit Titles (Amendment) Act 2011. When resolved by special resolution will result in contributions being split across five funds, namely a shared fund for all Owners, a general fund and a sinking fund for Townhouse Owners, and a general fund and sinking fund for Apartment Owners each as a separate class of Owners, and as provided in the annexed draft rule and budget annexed as A.

The alternative method and basis on which the split has been calculated is related to the building structures and features and uses between the differing unit types within the Units Plan, namely a mixture of apartment style units and townhouse style units, and the actual measurable use of the relevant services and common property that form part of the relevant budget line items and over which special privilege rights are granted to the respective class of owners for those areas of common property that they solely use and benefit from.

It is intended that the ultimate outcome will ensure that the directly impacted and benefited owners are responsible for their respective costs and services; i.e.: a user pays model.



SPLIT BUDGET & CONTRIBUTION SCHEDULE

The Owners Corporation has considered the proposed alternate contribution method to the administration fund and the sinking fund and determined that it is fair against the parameters set out in the Unit Titles (Management) Act 2011 (the Act) as follows:

- (a) due to the in effect exclusive use of certain areas of common property only practically utilised by a particular class of unit owners, and the fact that the size and location of each unit do not otherwise impact the majority of the expenses incurred by the Owners, it is appropriate for the relevant class of unit owners to contribute to the costs of maintenance and repair for those particular areas of common property. The owners desire to adopt a user pays model for those items. For the rest of the expenses which all owners derive a benefit from are to be shared between all owners on a unit entitlement basis between them; and
- (b) the Owners Corporation wishes to ensure the burden and benefit of levies and use more accurately reflects the actual use of the respective owners across the buildings within the Units Plan.

Note - Where an alternative contribution method to either the administration fund or to the sinking fund is to be determined, an Owners Corporation may make that rule by special resolution and registering the rule within three months after the day the motions are passed and otherwise in accordance with the Unit Titles (Management) Act 2011.

Administrative Fund (SPECIAL RESOLUTION)

MOTION 7: *That the Owners Corporation adopt an alternate budget and contribution schedule for the Administrative fund, to be calculated in accordance with the methodology detailed in the Alternate Cost Allocation Rule annexed.*

CARRIED

Sinking Fund (SPECIAL RESOLUTION)

MOTION 8: *That the Owners Corporation adopt an alternate budget and contribution schedule for the Sinking fund, to be calculated in accordance with the methodology detailed in the Alternate Cost Allocation Rule annexed.*

CARRIED

BUDGET AND CONTRIBUTIONS - ADMINISTRATIVE FUND

Administrative Fund General 1 (Units 1 - 121 Shared Budget on a unit entitlement basis)

AMENDED

MOTION 9: *That the proposed Administrative Fund budget of \$143,538.36 (plus GST) for the period 1st December 2022 to 30th November 2023 be adopted.*

CARRIED

AMENDED

MOTION 10: *That the Owners Corporation determines an Administrative Fund Levy Contribution of \$143,538.36 (plus GST) for the twelve-month period commencing 1st December 2022 to 30th November 2023 to be contributed in accordance with unit entitlements at quarterly intervals, being due 1st of February 2023, 1st of May 2023, 1st of August 2023 and 1st of November 2023.*

CARRIED

Secretarial Note: *It was agreed that the due dates for the levies would be 15th June, 15th August, 15th October and 15th November 2023.*

Administrative Fund Townhouses only (Units 1-25 Townhouse Units)

MOTION 11: *That the proposed Administrative Fund budget of \$14,090.90 (plus GST) for the period 1st December 2022 to 30th November 2023 be adopted.*

CARRIED

MOTION 12: *That the Owners Corporation determines an Administrative Fund Levy Contribution of \$14,090.90 (plus GST) for the twelve-month period commencing 1st December 2022 to 30th November 2023 to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1st of February 2023, 1st of May 2023, 1st of August 2023 and 1st of November 2023.*

CARRIED

Secretarial Note: *It was agreed that the due dates for the levies would be 15th June, 15th August, 15th October and 15th November 2023.*



Administrative Fund Apartments only (Units 26-121 Apartments Units)

AMENDED

MOTION 13: That the proposed Administrative Fund budget of \$94,252.55 (plus GST) for the period 1st December 2022 to 30th November 2023 be adopted.

CARRIED

AMENDED

MOTION 14: That the Owners Corporation determines an Administrative Fund Levy Contribution of \$94,252.55 (plus GST) for the twelve-month period commencing 1st December 2022 to 30th November 2023 to be contributed in accordance with the unit entitlements at quarterly intervals, being due being due 1st of February 2023, 1st of May 2023, 1st of August 2023 and 1st of November 2023.

CARRIED

Secretarial Note: It was agreed that the due dates for the levies would be **15th June, 15th August, 15th October and 15th November 2023.**

SINKING FUND FORECASTS

Sinking Fund Plan (Units 1-25)

MOTION 15: That the Townhouse Owners accept the Sinking Fund Plan as prepared by QIA.

CARRIED

Sinking Fund Plan (Units 26 – 121)

MOTION 16: That the Apartment Owners accept the Sinking Fund Plan as prepared by QIA.

CARRIED

BUDGET AND CONTRIBUTIONS – SINKING FUND

Sinking Fund General (Units 1-25)

MOTION 17: That the proposed Sinking Fund expenditure of \$1,721.81 (plus GST) for the period 1st December 2022 to 30th November 2023 be adopted.

CARRIED

MOTION 18: That the Owners Corporation determines a Sinking Fund Levy Contribution of \$32,271.82 (plus GST) for the twelve-month period commencing 1st December 2022 to 30th November 2023 to be contributed in accordance with the unit entitlements at quarterly intervals, being due being due 1st of February 2023, 1st of May 2023, 1st of August 2023 and 1st of November 2023.

CARRIED

Secretarial Note: It was agreed that the due dates for the levies would be **15th June, 15th August, 15th October and 15th November 2023.** Any owners experiencing financial hardship should contact Signature Strata with a proposed payment plan for approval by the Executive Committee.

Sinking Fund General (Units 26 – 121)

MOTION 19: That the proposed Sinking Fund expenditure of \$14,659.09 (plus GST) for the period 1st December 2022 to 30th November 2023 be adopted.

CARRIED

MOTION 20: That the Owners Corporation determines a Sinking Fund Levy Contribution of \$95,460.90 (plus GST) for the twelve-month period commencing 1st December 2022 to 30th November 2023 to be contributed in accordance with the unit entitlements at quarterly intervals, being due being due 1st of February 2023, 1st of May 2023, 1st of August 2023 and 1st of November 2023.

CARRIED

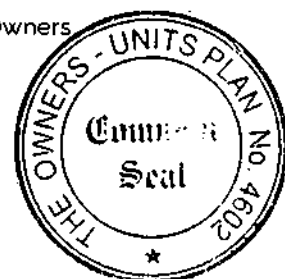
Secretarial Note: It was agreed that the due dates for the levies would be **15th June, 15th August, 15th October and 15th November 2023.**

ANY OWNERS EXPERIENCING FINANCIAL HARDSHIP SHOULD CONTACT SIGNATURE STRATA WITH A PROPOSED PAYMENT PLAN FOR APPROVAL BY THE EXECUTIVE COMMITTEE.

AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2020-601, requires the Owners assess the adequacy of authorisations, delegations and appointments.

With the exception of those outlined in the SMAA, there are no delegations or appointments.



STRATA MANAGEMENT AGENCY AGREEMENT

The Owners Corporation's current management agreement was signed in December 2022 and expires in December 2025.

Note - Section 50 of the Unit Titles (Management) Act 2011 and Section 100 of the Agents Act, requires a Strata Managing Agent to have a written agreement with its client

SERVICE CONTRACTORS

MOTION 21: *That the Executive Committee be authorised to make determinations concerning appointment of a service contractor.*

CARRIED

ELECTION OF COMMITTEE

MOTION 22: *That the Owners Corporation of UP4602 agree to appoint between 3 and 7 Owners to form the Executive Committee until the next Annual General Meeting, with election of those members to take place at this meeting.*

CARRIED

It was agreed that seven (7) Owners would form the executive committee until the next annual general meeting comprising as follows.

Unit 4: C Brown, Unit 6: C Thompson, Unit 7: C Vorobieff, Unit 16: J Fearn, Unit 76: K Kalfic,
Unit 89: S Swincer, Unit 94: T Webster

ADOPTION OF SPECIAL PRIVILEGE RULES

MOTION 23: *That in accordance with Section 112A of the Unit Titles (Management) Act 2011 (the Act), the Owners Corporation grants the special privileges contained in the Special Privileges Rule annexed as Annexure Two within the proposed consolidated rules which details in accordance with Section 112 A (3) of the Act, the relevant terms of such privileges and the maintenance obligations with respect to the relevant part of the common property.*

CARRIED

REGISTRATION OF CONSOLIDATED RULES

MOTION 24: *That in accordance with Section 108A of the Unit Titles (Management) Act 2011, the Owners Corporation agree to endorse the registration of the alternate Consolidated Rules for Units Plan 4602.*

CARRIED

**Changes/Additions - Nil.*

GENERAL BUSINESS

Entry Doors: It was noted that the entry doors for the apartments remained unfixed following contractors attendance last year. Strata Manager to follow up on why repairs had not been completed when the contractors had been paid.

Letter Boxes: A notice would be sent to all residents as a reminder to lock their letter boxes as the noise echoes throughout the complex when they are not locked.

Dumping of Hard Waste: Following the install of the pinpad on the bin room door, dumping of hard waste has decreased and any hard waste that had been dumped had graciously been removed by other residents. However, it is noted that should hard waste removal be required any residents found to be dumping would reimburse the owner's corporation for cost of removal.

Complex Lighting: A work order would be issued following this meeting once funds had become available to repair the lighting currently out of order within the complex.

Visitor Parking: It was noted that residents continued to utilise visitor parking for personal use which is a breach of the consolidated rules approved at this meeting. This would be monitored by Signature Strata and the incoming Executive Committee to issue breach notices where possible.

CCTV for Common Areas: A query had been raised if additional CCTV cameras could be installed around the complex as security breaches continued to be of concern. This would be investigated by Signature Strata and the incoming Executive Committee.

Carpet Cleaning: The apartments carpet clean would be booked in with the new cleaner as soon as funds became available.



Window Cleaning: It was noted that a complex window clean would be arranged for this year as this had not occurred in the previous financial year.

Fire Rating of Unit Doors: A question was raised if the unit doors for the apartments required their fire rating certified. As this was now a requirement, Signature Strata would discuss how to arrange for this to be completed with 360 Degree Fire.

Unit with Ring Doorbell: It was noted that a unit within the apartments had installed a ring doorbell which can film common property, which is against other residents' privacy. As such that unit would be written to have the doorbell removed immediately.

Telecommunication Tower: Residents had requested an update on the telecoms tower as it was believed to have not been completed and concern had been raised on what had been agreed to versus what had been installed.

Signature Strata had confirmed with Stilmark that works had been completed and their advice on the installed product being the approved product from the executed deed had raised further questions. This matter would need to be investigated further as this had begun with the previous strata company and not all information was available in time for an update for this meeting. Signature Strata would update owners as soon as possible.



CONSOLIDATED RULES OF THE OWNERS CORPORATION

UNITS PLAN 4602 "ODIN"

11 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*.

12 Payment of rates and taxes by unit owners

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

13 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.

14 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 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

15 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.



CONSOLIDATED RULES OF THE OWNERS CORPORATION

UNITS PLAN 4602 "ODIN"

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

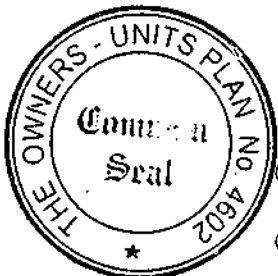
- (1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to the making of a noise if the executive committee has 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.



CONSOLIDATED RULES OF THE OWNERS CORPORATION

UNITS PLAN 4602 "ODIN"

- (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).

113 Legal Fee Recovery

- (1) If an Owners Corporation commences an action and incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.
- (2) The unit holder agrees that any monies which are payable pursuant to Clause 1 shall be a debt enforceable by the Owners Corporation against the unit holder
- (3) The legal fees and other costs payable in accordance with Clause 1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with Clause 1
- (4) The Owners Corporation shall not commence any action against any unit holder other than to recover outstanding levies, unless authorised by a resolution of the Owners Corporation.

114 Seal of Owners Corporation

- (1) The Managing Agent may affix the seal of the Owners Corporation to —
- (a) Reduced quorum meeting notices;
 - (b) Rules registration documents;
 - (c) Notice of Change of Address for Service of Documents at the Land Titles Office; and
 - (d) Certifications issued under Section 119 of the Act; or
 - (e) For any other purpose where delegated by the Owners Corporation in accordance with Section 9A(b)(ii)

115 Vehicles and Parking

- (1) Residents should park their vehicles only in their unit's allocated car space in the underground garage. Do NOT block or use other residents' car parking space without their express consent to do so.
- (2) Visitor parking is for visitors ONLY, residents are not permitted to utilise visitor parking for personal use.
- (3) Vehicles are NOT to be parked on the concrete access driveway, on landscaped areas, or in any position where they may cause an obstruction to others.
- (4) Vehicles must observe a 10 kph speed limit within the complex.
- (5) Residents are responsible for cleaning up of any oil spills caused by their vehicles or their guests vehicles and will be requested by the Owners Corporation to clean up any spills in the event that this is not carried out.
- (6) In the interest of safety, children are not permitted to ride cycles or play games on the common property driveway areas or in the underground parking areas.
- (7) Residents are not allowed to wash cars in the car parks.
- (8) Fire hydrants are never to be used by residents for the purpose of washing vehicles.



CONSOLIDATED RULES OF THE OWNERS CORPORATION

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1.16 Garbage and Recycling

- (1) The garbage enclosure is for domestic waste only. All rubbish must be placed in the hopper, properly enclosed to prevent spills, and fastened securely.
- (2) Recycling should be flattened and placed into the recycling hopper only.
- (3) Household items such as furniture, bedding etc. are not to be placed in either the garbage or recycling hoppers but should be disposed of by residents at appropriate Government collection areas.

1.17 Appearance

- (1) Residents must maintain their units so that other units are not adversely affected in terms of hygiene, appearance or value.
- (2) Balconies are not to be used as a storage area.
- (3) Items are not to be stored in common property areas including entrance foyers, stairwells, access pathways or in vehicle parking spaces. The garages provided for units may be used for this purpose.

1.18 Smoking

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.19 Vandalism and Damage

- (1) An occupant or visitors must not damage any part of the common property.
- (2) An occupant who has caused damage is liable to reimburse the owners corporation for all expenses that it incurs in rectifying the damage.

1.20 Real Estate Signs

- (1) Unit owners are not permitted to display any signs in any visible external windows to their unit except with the prior approval of the executive committee.
- (2) Signs including real estate "For Sale" and "To Let/Lease" signs are not permitted to be erected on the common property unless permission is given by the executive committee.
- (3) Rectification of any damage caused as a result of the erection of real estate signs will be the responsibility of the unit advertised for sale.
- (4) Real estate signs are to be removed immediately upon sale or lease of the property, and are not to remain erected with the "Sold" or "Leased" stickers affixed.

1.21 General

- (1) The owners corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas, the underground car park or from individual units or storage cages.
- (2) Unit front doors within the apartment block are 'fire rated'. Security screen doors, deadbolts and non-fire rated peepholes are not permitted to be installed, unless compliant with fire regulation. Townhouse units 1 - 9, 10 - 15, 16 - 25 inclusive must seek consent to install security screen doors.



CONSOLIDATED RULES OF THE OWNERS CORPORATION

UNITS PLAN 4602 "ODIN"

2. LEVY SPLIT ON ACCOUNT OF USE AND UNITS PLAN DESCRIPTION

2.1 The Buildings and Structure of Units Plan 4602

The Units Plan to which this rule applies:

- (a) comprises a total of 121 residential units contained within four separate buildings, which are made up of Townhouses (units 1-9, 10-15, and 16-25) and Apartments (units 26-121) and referred to in these rules as Building A, B, C and D (the Buildings).
- (b) In particular the details of the Buildings referred to as A, B, C and D respectively are:
 - Building A is located on the corner of Woodberry Avenue and Newchurch Street and is a two and three storeys building containing Units 1 - 9 and carparking garages as unit subsidiaries. (Townhouse Building A)
 - Building B is located on Woodberry Avenue and is a two storey building containing Units 10 -15 and car parking garages as unit subsidiaries. (Townhouse Building B)
 - Building C is located on John Gorton Drive, and is a two storey building containing Units 16-25 and car ports and car parking spaces as unit subsidiaries. (Townhouse Building C) and
 - Building D is located on the corner of John Gorton Drive and Newchurch Street and is a six storey building with two basement levels containing units 26-121 and unit subsidiaries. (Apartment Building D)
- (c) Apartment Building D contains a total of 96 units, and includes additional features to the Townhouse Buildings, namely, foyers, visitor carparking spaces, stairwells, fire stairs, lifts and a two storey basement for carparking with a roller access door which give rise to additional costs associated with repairs, maintenance and cleaning requirements in relation to the additional services and common area, namely lifts, fire monitoring, gardening, plumbing and electrical requirements, as identified in Annexure One.
- (d) there is an underground water tank which services all of the Units within the Units Plan;
- (e) is a Class A Units Plan registered under the Unit Titles Act 2001; and
- (f) is subject to the provisions of the Unit Titles (Management) Act 2011 (the Management Act).



The structure of the Units Plan gives rise to the ability to split out certain costs from the administration and sinking fund amounts that relate particularly to the respective building types and units within them and the Owners Corporation is desirous to allocate costs that are specific to the relevant user group that benefits from them, in adopting a user pays model with respect to those identified expenses.

The remaining expenses of the Owners Corporation in relation to strata management, accounting, auditing, legal, insurance, bank charges, common areas cleaning, compliance, gardening, general maintenance, plumbing, electrical, water and sewerage are to be contributed to on a Unit Entitlement basis by all Owners.

Two additional separate funds are to be established for both the general fund and the sinking fund to be contributed to by and for the benefit of to the Owners of the Townhouses in Buildings A, B and C, namely Owners 1 - 25 and to the Owners of the Apartments in Building D, namely Owners 26 - 121 as two separate class of Owners and between them on a unit entitlement basis in accordance with Section 78 (2) (b) and (3) and Section 89 (2) (b) and (3) of the Management Act.

2.2 Approval of the Owners Corporation

Where an alternative contribution method is to be determined pursuant to Section 78 (2) (b) and Section 89 (2) (b) of the Management Act, an Owners Corporation may make that rule by:

- (a) the Owners Corporation in general meeting;
- (b) by way of a special resolution which must be fair taking into account the factors listed in Section 78 (3) (a) (i) - (iv) and, respectively, Section 89 (3) (a) (i) - (iv), and

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- (c) by registering the rule within three months of the day after the day the relevant special resolution was passed.

2.3 Satisfaction of Section 78 (3) (a) (i)-(iv) of the Management Act

- (a) The Owners Corporation has considered the proposed alternate contribution method and determined that it is fair against the parameters set out in the Management Act as follows:
 - (i) due to the physical structure of the Units Plan containing 4 separate buildings with 25 townhouse style units contained in three buildings and a six storey building containing 96 apartment style units with a two storey basement;
 - (ii) the Apartment Building D contains additional features such as lifts, roller doors to the basement, HVAC system that give rise to additional cleaning, servicing, maintenance, repairs and replacement costs that the remaining 25 townhouse style units do not benefit from, access or use and Buildings A, B and C having letter boxes which Building D does not benefit from, access or use;
 - (iii) the purpose for which all units are authorised to be used is residential and;
 - (iv) the Owners Corporation seeks to ensure the burden associated with actual use reflects the commensurate use by the relevant unit owners in each building type as a separate class of owners where applicable, and on that basis the Owners Corporation has resolved to adopt the alternate levy methodology detailed in rule 2.5.

2.4 Satisfaction of Section 8g (3) (a) (i)-(iv) of the Management Act

- (a) The Owners Corporation has considered the proposed alternate contribution method and determined that it is fair against the parameters set out in the Management Act as follows:
 - (v) due to the physical structure of the Units Plan containing 4 separate buildings with 25 townhouse style units contained in three buildings and a six storey building containing 96 apartment style units with a two storey basement;
 - (vi) the Apartment Building D contains additional features such as lifts, roller doors to the basement, HVAC system that give rise to additional capital costs as referenced in the sinking fund forecast in relation to lift replacement, garage door replacement, HVAC, fire assets, and fob readers that the remaining 25 townhouse style units do not benefit from, access or use and Buildings A, B and C contain different physical structures including letter boxes which will give rise to capital costs that Building D does not benefit from, access or use;
 - (vii) the purposes for which all units are authorised to be used is residential and;
 - (viii) the Owners Corporation seeks to ensure the burden associated with actual use reflects the commensurate use by the relevant unit owners in each building as a separate class of owners where applicable, and on that basis the Owners Corporation has resolved to adopt the alternate levy methodology detailed in rule 2.5.



2.5 Alternate Apportionment Method Adopted

- (a) The Owners by special resolutions have agreed to adopt the following alternate funds that the stated owners will contribute to:
 - (i) one shared general fund for all unit owners 1 - 121 for costs/expenses associated with strata management, accounting, auditing, legal, insurance, bank charges, common areas cleaning, compliance, gardening, general maintenance, plumbing, electrical, water and sewerage and as between them on a unit entitlement basis;

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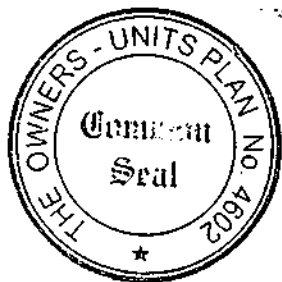
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- (ii) The Townhouse Owners Administration Fund – Owners 1- 25; as one class shared between them on a unit entitlement basis;
- (iii) The Apartment Owners Administration Fund – Owners 26 – 121; as one class shared between them on a unit entitlement basis;
- (iv) The Townhouse Owners Sinking Fund – Owners 1- 25; as one class shared between them on a unit entitlement basis;
- (v) The Apartment Owners Sinking Fund – Owners 26 – 121; as one class shared between them on a unit entitlement basis;

3. SPECIAL PRIVILEGES

3.1 What do the Special Privilege Rules do?

- (a) A Special Privilege Rule confers on the Owner of the Unit/s or class of Unit Owners the subject of the rule:
 - (i) a right of exclusive use and enjoyment of the whole or a specified part of the Common Property; or
 - (ii) special privileges in respect of the whole or a specified part of the Common Property.
- (b) An Owner with the benefit of a Special Privilege Rule may allow the Occupier of their Unit to exercise the rights of the Owner under the rule. The Owner remains responsible to the Owners Corporation to comply with the rule.
- (c) A Special Privilege Rule, so far as it relates to a Unit, may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the consent of the Owner of the Unit.



3.2 Inconsistency with other rules

If there is inconsistency between a Special Privilege Rule and any other rule, the Special Privilege Rule prevails to the extent of the inconsistency.

4. SPECIAL PRIVILEGES TABLE

4.1 Special Privilege Rights Table

- (a) Annexure Two contains the Special Privilege Rights Table which:
 - (i) describes the special privileges;
 - (ii) identifies those Units for which the Owner has a special privilege;
 - (iii) identifies the party with the maintenance and repair responsibility in respect of the Special privileges.
- (b) Reference to a "column" is a reference to a column in the Special Privilege Rights Table.

4.2 Exclusive use and special privilege

The Owner of the Unit identified in column 3 has the exclusive use rights or special privileges described in column 2.

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4.3 Maintenance and repair

- (a) The party identified in column 4 is responsible for the proper maintenance of and keeping in a state of good and serviceable repair. Common Property the subject of the exclusive right or special privilege.
- (b) Where the Owners Corporation has the maintenance and repair responsibility:
- (i) in accordance with its right to do so under Section 78 (2) (b) and Section 8g (2) (b) of the Management Act, the Owners Corporation may allocate the maintenance costs to the particular benefited unit owner or class of unit owners in accordance with a special resolution to each Benefited Lot Owner who has the exclusive use right or special privilege in the manner provided by this rule;
 - (ii) if there is more than one Benefited Unit, each Benefited Unit Owner must pay that amount according to the proportion the unit entitlement of its Unit bears to the aggregate unit entitlement of all Units having the exclusive use or special privilege; and
 - (iii) the Owners Corporation must determine and recover the monies in the manner provided by section 78 and 8g of the Management Act.
- (c) Unless specified otherwise, the Owners Corporation is responsible for the structural maintenance and repair of Common Property the subject of the exclusive use or special privilege.
- (d) Unless specified otherwise, a Benefited Lot Owner who has carried out Works is responsible for the proper maintenance of and keeping in a state of good and serviceable repair, those Works.



4.4 Rights

- (a) A Benefited Unit Owner has the following additional special privileges:
- (i) to renew or replace the item with an item of an identical style, size, shape, colour and in an identical position as the original item;
 - (ii) to access all relevant parts of Common Property for such time as may be necessary for the purposes of carrying out a Function in these rules; and
 - (iii) to penetrate all relevant parts of Common Property for the purposes of carrying out a Function in this Section.

4.5 Obligations

- (a) When carrying out its Functions in respect of an item the subject of a Special Privilege, the Benefited Owner must:
- (i) regularly clean the item;
 - (ii) maintain and keep the item in safe, good and substantial repair, order and condition, structurally sound and wind and water proof;
 - (iii) keep it in a safe and good state of serviceable repair;
 - (iv) replace the item if it becomes unsafe, unsightly or in need of repair;

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- (v) where it would be usual or good practice to do so, or the requirement of a Law or an Authority to do so, have in place a maintenance contract for the item;
 - (vi) where it would be usual or good practice to do so, or the requirement of a Law or an Authority to do so, cause to have prepared the required certificates for the item;
 - (vii) pay any increase in the premium for the Owners Corporation insurance caused by the item;
 - (viii) pay the cost of all utilities separately charged or assessed in connection with the item; and
 - (ix) comply with all relevant Approvals applicable to the item;
 - (x) comply with the requirements of, and notices issued pursuant to or by, all Laws and Authorities in connection with the item.
- (b) Benefited Owners must remove all graffiti from those parts of the Building over which they have a Special Privilege.
- (c) Unless agreed otherwise by all Owners, when painting or repairing those parts of the Building over which they have a Special Privilege, Benefited Owners must retain the paint colours.
- (d) Except as permitted by a Special Privilege Rule, nothing in this Instrument gives a Benefited Owner the right to make alterations, additions or changes to Common Property.

4.6 Insurance

In the event of damage to the Building or any part of the Building covered by the Insurances:

- (a) as soon as practicable after such damage occurs, the Owners or Owners whose Units are in the vicinity of the damaged Common Property must advise the Owners Corporation and the other Owners of the damage;
- (b) the Owners must do all things on their respective parts to enable the Owners Corporation to make the necessary claim;
- (c) the Owners Corporation (and where relevant Owners and their mortgagees) must:
 - (i) do all things necessary on their respective parts to make a claim on the Insurances relating to any damage; and to pursue the claim if necessary; and
 - (ii) apply any moneys received in the rebuilding, replacing, repairing or restoring the portion of the Building so damaged.

4.7 Consent of the Owners Corporation

If the consent of the Owners Corporation is required before a Benefited Unit Owner can carry out Function in a rule:

- (a) the Owners Corporation may not unreasonably withhold its consent; and
- (b) the role of the Owners Corporation is procedural only and the Owners Corporation does not take responsibility for the adequacy or appropriateness of a consent it may grant.

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4.8 Purchasers

If a person becomes the Owner of a Benefited Unit at a time when the former Owner is liable to pay money to the Owners Corporation, the person who becomes the new Owner is jointly and severally liable with the former Owner to pay the money to the Owners Corporation.

5. SERVICES APPARATUS

5.1 Information to Owners Corporation

Prior to installing an item of Services Apparatus, the Benefited Owner must give the Owners Corporation the following information:

- (a) a detailed description of it;
- (b) plans and specifications of it and its location on and impact on Common Property; and
- (c) evidence it does not breach the conditions in this Rule.

5.2 Conditions

An item of Services Apparatus must not be installed:

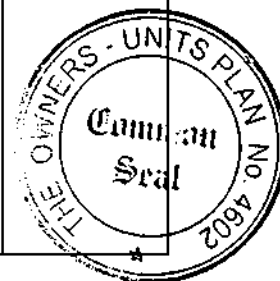
- (a) if it is not in keeping with the architectural integrity and aesthetics of the Building;
- (b) on any part of Common Property that is not immediately adjacent to the Benefited Unit;
- (c) on any part of Common Property usually used by Occupiers and other Owners; or
- (d) on any part of Common Property where it may be dangerous or likely to cause a nuisance or hazard to Occupiers and other Owners.



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ANNEXURE ONE - COSTS TABLE

Column 1	Column 2	Column 3	Column 4
No.	SERVICE/FACILITY	Units benefited and apportionment of costs	Cost Allocation Method
1.	<p>The two storey basement carpark and Building including rooftop:</p> <p>(a) Installing, maintaining and repairing the roller shutter.</p> <p>(b) Vehicular access the basement carpark spaces.</p> <p>(c) Maintaining and repairing the car park and building and all services located within it.</p> <p>(d) Costs and access associated with the cleaning, operation, maintenance and replacement of the carpark.</p> <p>(e) Services Apparatus required to operate carpark and within and on the building</p> <p>(f) Cleaning of the carpark.</p>	26-121	100% on a unit entitlement basis.
2.	<p>The lifts are used by the Owners and Occupiers at units 26-121 solely:</p> <p>(a) Access to the lift.</p> <p>(b) The cost of operation, maintenance and replacement of the lift.</p> <p>(c) The Services Apparatus required to operate the lift.</p> <p>(d) Cleaning of the lift.</p>	26-121	100% on a unit entitlement basis.
3.	<p>Electrical infrastructure for the Apartments includes:</p> <p>(a) The main switch room.</p> <p>(b) All electrical meters, sub-meters and distribution boards located in the main connections box and switch rooms which supply electricity to each Unit.</p> <p>(c) Electrical wires, cables and ducts which service each Unit.</p> <p>Electrical infrastructure for the Apartments excludes:</p> <p>(a) Lights located on the Common Property and their associated meter, electrical wires, distribution boards, cables and ducts.</p>	26-121	100% on a unit entitlement basis.



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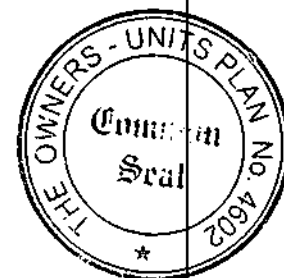
	<p>(b) Costs for electrical consumption by an individual Member, Owner or Occupier, in Units 1-25.</p> <p>(c) Electrical wires, distribution boards, cables, and ducts which are for the exclusive use of a Member, Owner or Occupier.</p>		
4.	<p>The sewerage system includes:</p> <p>(a) Sewer pipes, pumps, vent pipes and hydraulic pipes that service units in Building D.</p> <p>(b) Costs and access associated with the operation, maintenance and replacement of the system in Building D.</p> <p>(c) The Services Apparatus required to operate the sewerage system in Building D.</p> <p>The sewerage system excludes:</p> <p>(a) the sewerage components which are located inside Units 1-25 which are for the exclusive use of a Member, an Owner or an Occupier.</p>	26-121	100% on a unit entitlement basis.
5.	<p>The firestairs provide access and emergency fire escape for occupiers of Building D and includes:</p> <p>(a) The stairs and egress corridors;</p> <p>(b) Costs and access associated with the operation, maintenance and replacement of the firestairs; and</p> <p>(c) The Services Apparatus required to operate the firestairs.</p>	26-121	100% on a unit entitlement basis.
6.	<p>This Additional Feature and shared common property for the townhouses includes the maintenance and repair obligations associated with:</p> <p>(a) Letter boxes and the cost associated with maintaining and repairing them.</p> <p>(b) The building structure and roof to each Town house building</p>	1 - 25	100% on a unit entitlement basis.



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ANNEXURE TWO - SPECIAL PRIVILEGE TABLE

Column 1	Column 2	Column 3	Column 4
No.	Special Privilege	Benefited Unit	Party responsible for periodic maintenance and repair
1.	<p>Special privilege to connect to and exclusive use of the following Additional Features in Apartment Building D exclusively servicing the Benefited Units (including all associated apparatus and equipment):</p> <p>(a) the lifts;</p> <p>(b) the common property in the two storey basement;</p> <p>(c) the common property stairs;</p> <p>(d) the fire monitoring services, including the heat detectors which are connected to the fire panel;</p> <p>(e) electrical and hydraulics;</p> <p>(f) plumbing;</p> <p>(g) telephone;</p> <p>(h) common property smoke detectors; and</p> <p>(i) garage doors.</p>	26-121	Owners Corporation
3.	<p>Exclusive use of:</p> <ul style="list-style-type: none"> - the additional features and services to Building D that are installed (to the extent it comprises Common Property); and - those parts of the Common Property in which the features or services are installed, including the basement, roof and lobbies and Services Apparatus, other than the area occupied by the Telco operator for the Utility Installation pursuant to the Access Deed. 	26 - 121	Owners Corporation
4.	Exclusive use to the letter box for each of buildings A, B and C by the Unit Owners that live in the respective building.	1 - 25	Owners Corporation
5.	Exclusive use of the roof top of Building A, B and C	1-25	Owners Corporation
6.	Exclusive use of the roof top of Building D	26-121	Owners Corporation



CONSOLIDATED RULES OF THE OWNERS CORPORATION

UNITS PLAN 4602 "ODIN"

6. DICTIONARY

6.1 Meaning of terms

In these rules, these terms (in any form) mean:

Benefited Unit means a Unit having the benefit of a Special Privilege Rule/Special Privilege

Benefited Unit Owner means the Owner of a Unit with the benefit of a Special Privilege Rule/Special Privilege.

Buildings means each of the four buildings A, B, C and D containing units 1-121 in Units Plan 4602

Function means right, duty or obligation.

Rules means the rules in place with respect to Units Plan 4602 from time to time for the Building.

Common Property means so much of the Parcel as from time to time that is not comprised in a Unit.

Special Privilege Rule means an exclusive use and special privilege rule made in accordance with the Management Act.

Special Privilege Rights Table is the table in Annexure Two.

Law includes a requirement of a statute, rule, regulation, proclamation, planning instrument, ordinance or rule, present or future, whether state or federal.

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

Rule means a rule made by the Owners Corporation in accordance with Section 108 of the Management Act.

Parcel means the area of land and its defined boundaries shown in units plan 4602.

Services Apparatus means:

- (a) any wire, cable, pipe, drain, duct, line, flue, riser or chute through which a Service passes;
- (b) any item of plant or equipment in which a Service is generated, contained or stored (by way of example, motors, storage tanks, cooling towers and air-conditioning units); and
- (c) any item of plant or equipment in which a Service is cleaned or filtered.

Units Plan means the Units Plan to which these rules relate and has the meaning given to it by the Management Act.



CONSOLIDATED RULES OF THE OWNERS CORPORATION

UNITS PLAN 4602 "ODIN"

6.2 Undefined words

Undefined words in these rules have the same meaning as they do in the Management Act.

6.3 Interpretation

Reference to:

(a) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and rules issued under the later legislation;

(b) a thing includes the whole or each part of it; and

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

6.4 Headings

Headings do not affect the interpretation of the rules.

Meaning of Owner

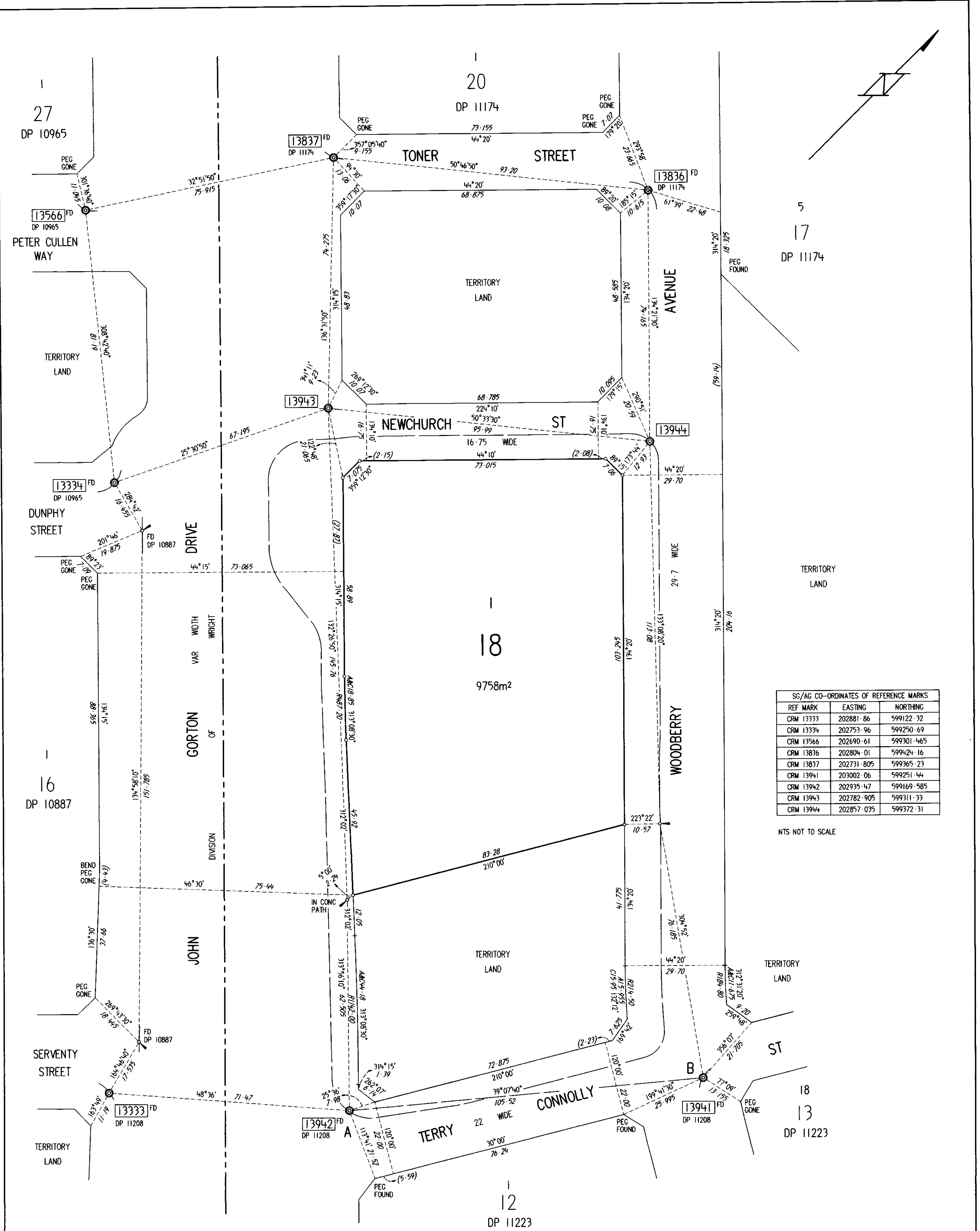
When used in a rule, Owner includes Occupier unless the rule expressly states otherwise or direct reference is made to Occupier.

EXECUTION:

Dated the _____ day of _____ 2023







REF MARK	EASTING	NORTHING
CRM 13333	202881.86	599122.32
CRM 13334	202753.96	599250.69
CRM 13566	202690.61	599301.465
CRM 13836	202804.01	599424.16
CRM 13837	202731.805	599365.23
CRM 13941	203002.06	599251.44
CRM 13942	202935.47	599169.585
CRM 13943	202782.905	599311.33
CRM 13944	202857.035	599372.31

NTS NOT TO SCALE

- REFERENCE MARKS**
- ⊙ Denotes CIP in road - B3 radially from TP
 - ⊙ Denotes CB in road - B3 radially from TP
 - ⊙ Denotes PLAQUE IN KERB
 - ◆ Denotes DEEP DRIVEN ROD
 - Denotes DH&W IN KERB (Except as otherwise shown)

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

MAIL McDONALD BARNESLEY Pty Ltd
 of PO BOX 54 JAMISON ACT 2614
 a surveyor registered under the Surveyors Act 2007 hereby certifies that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on 29 JANUARY 2015.

(Signature) *David Peter Conway*
 23/02/15 Surveyor, Registered under the Surveyors Act 2007

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

Neil Brown 24-02-2015
 Surveyor-General of the ACT

**PLAN OF
 BLOCK 1 SECTION 18**

**DIVISION: COOMBS
 DISTRICT: MOLONGLO VALLEY
 AUSTRALIAN CAPITAL TERRITORY**

SCALE 1:600

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the twenty seventh day of February 2015 at minutes past two o'clock in the afternoon.

Approved *Brett Phillips*
 Brett Phillips
 Registrar-General

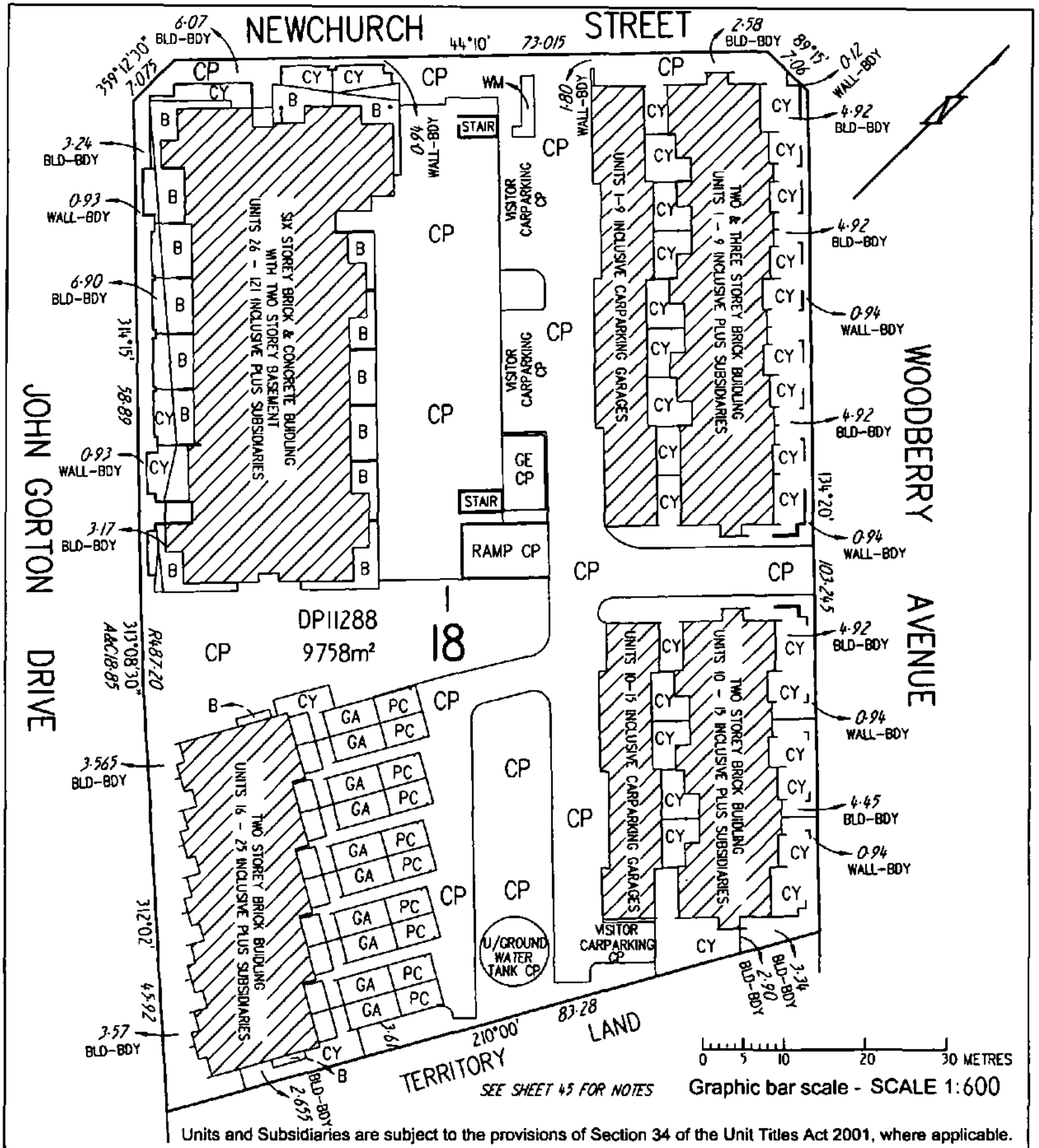
**DEPOSITED PLAN
 11288**


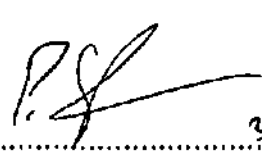

Form 088 - SP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

SITE PLAN

Division	Section	Block	Class of Units (A or B)	UNITS PLAN No.
COOMBS	18	I	A	4602



<p>MPK Investments Pty Ltd by its attorney ALFONSO DEL RIO pursuant to Power of Attorney ACT Registration No 0044009</p>  <p>Registered Proprietor</p>	 <p>31/10/2018</p> <p>Registered Surveyor</p>	 <p>Lyn Tankey Delegate of the ACT Environment and Sustainable Development Directorate</p>
---	---	---



Access Canberra

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

SURVEYOR'S DECLARATION

Form 087 - SD

Land Titles Act 1925

LAND DETAILS					
Volume & Folio	District / Division	Section	Block	Deposited Plan Number	Units Plan Number
2210:4	COOMBS	18	1	11288	4602

NAME OF MANAGER / OWNERS CORPORATION
Raine & Horne Corporate Facilities ACT

ADDRESS FOR SERVICE OF NOTICE
PO Box 3546, MANUKA ACT 2603

SURVEYOR'S DECLARATION

I, **Peter John Selfe** of **SELFE SURVEYS PTY LTD**

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

- The survey represented by the diagrams on forms 1A and 3 of this plan are accurate and have been made by me / under my immediate supervision (delete whichever is not applicable) and was completed on (insert date) - 31st October 2018
- The survey is in accordance with the following Acts:
 - *Unit Titles Act 2001*;
 - *Land Titles (Unit Titles) Act 1970*;
 - *Land Titles Act 1925*; and,
 - any other Regulation made under those Acts and in accordance with the *Surveyors Practice Directions*.

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

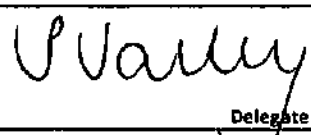
3. Each building (including anything attached to it) or building in the course of erection on the parcel is wholly within the parcel.

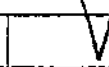



OR

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


Signature of Registered Surveyor 31/10/2018 Dated

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


Lyn Tankey
Delegate of the Authority / Executive 5 December 2018 Dated

OFFICE USE ONLY			
LODGED BY		REGISTERED BY	
EXAMINED BY		REGISTRATION DATE	10 DEC 2018
DATA ENTERED BY			

SUE

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS**

1. LAND

District/Division	Section	Block	Unit Plan No
COOMBS	018	001	4602

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	121	4	2391	71
2	129	4	2391	72
3	129	4	2391	73
4	129	4	2391	74
5	129	4	2391	75
6	129	4	2391	76
7	114	4	2391	77
8	118	4	2391	78
9	121	4	2391	79
10	121	4	2391	80
11	115	4	2391	81
12	115	4	2391	82
13	115	4	2391	83
14	115	4	2391	84
15	126	4	2391	85
16	111	4	2391	86
17	106	3	2391	87
18	106	3	2391	88
19	106	3	2391	89
20	106	3	2391	90
21	106	3	2391	91
22	106	3	2391	92
23	108	3	2391	93
24	108	3	2391	94
25	109	4	2391	95
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
M.P.R INVESTMENTS PTY. LTD. by its attorney ALFONSO DEL RIO pursuant to Power of Attorney ACT Registration No. 0144009 Signature of Lessee			Volume	Folio
			2391	70
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated Fifth this day of December 2018 Wally Zyn Tankey Delegate of the Authority/Executive			Dave Peffer Registrar-General Deputy Registrar-General	



SUE
Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
COOMBS	018	001	4602

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	82	3	2391	96
27	68	3	2391	97
28	64	3	2391	98
29	59	3	2391	99
30	59	3	2391	100
31	64	3	2392	1
32	68	3	2392	2
33	81	3	2392	3
34	82	3	2392	4
35	82	3	2392	5
36	81	3	2392	6
37	81	3	2392	7
38	68	3	2392	8
39	68	3	2392	9
40	81	3	2392	10
41	81	3	2392	11
42	81	3	2392	12
43	65	3	2392	13
44	63	3	2392	14
45	58	3	2392	15
46	58	3	2392	16
47	63	3	2392	17
48	65	3	2392	18
49	80	3	2392	19
50	81	3	2392	20

Aggregate

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

Volume

Folio

2391

70

m.p.e. INVESTMENTS PTY. LTD. by its attorney
ALFONSO DEL RIO pursuant to Power of
Attorney ACT Registration No. 0144004

Signature of Lessee

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

Dated Fifth this day of December 2018

Lyn Tankey
Lyn Tankey

Delegate of the Authority/Executive

D. Peffer
Dave Peffer
Registrar-General



Deputy Registrar-General

SUE

Form 078

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

District/Division	Section	Block	Unit Plan No
COOMBS	018	001	4602

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	81	3	2392	21
52	80	3	2392	22
53	80	3	2392	23
54	69	3	2392	24
55	69	3	2392	25
56	80	3	2392	26
57	80	3	2392	27
58	82	3	2392	28
59	67	3	2392	29
60	64	3	2392	30
61	59	3	2392	31
62	59	3	2392	32
63	64	3	2392	33
64	67	3	2392	34
65	81	3	2392	35
66	82	3	2392	36
67	82	3	2392	37
68	81	3	2392	38
69	81	3	2392	39
70	70	3	2392	40
71	70	3	2392	41
72	81	5	2392	42
73	81	3	2392	43
74	83	3	2392	44
75	68	3	2392	45

Aggregate

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

Volume

Folio

2391

70

M.P.K. INVESTMENTS PTY. LTD. by its attorney
ALFONSO DEL RIO pursuant to Power of
Attorney Act Registration No 0114409

Signature of Lessee

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

Dated Fifth this day of December 2018

Lyn Tankey
Lyn Tankey

Delegate of the Authority/Executive

Dave Peffer
Dave Peffer
Registrar-General



Deputy Registrar-General

**SUE**

Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
COOMBS	018	001

Unit Plan No
4602

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
76	65	3	2392	46
77	60	3	2392	47
78	60	3	2392	48
79	65	3	2392	49
80	68	3	2392	50
81	82	3	2392	51
82	83	3	2392	52
83	83	3	2392	53
84	82	3	2392	54
85	82	3	2392	55
86	71	3	2392	56
87	71	3	2392	57
88	82	3	2392	58
89	82	3	2392	59
90	84	3	2392	60
91	69	3	2392	61
92	67	3	2392	62
93	61	3	2392	63
94	61	3	2392	64
95	67	3	2392	65
96	69	3	2392	66
97	83	3	2392	67
98	84	3	2392	68
99	84	3	2392	69
100	83	3	2392	70
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
M.P.E. INVESTMENTS PTY. LTD. by its attorney ALFONSO DEL RIO DURSUAN to Power of Attorney ACT Registration No 10114409 Signature of Lessee			Volume	Folio
			2391	70
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated Fifth this day of December 2018 V Vally Lyn Tankey Delegate of the Authority/Executive			Dave Peffer Registrar-General Deputy Registrar-General	


SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS
1. LAND

District/Division	Section	Block	Unit Plan No
COOMBS	018	001	4602

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
101	83	3	2392	71
102	72	3	2392	72
103	72	3	2392	73
104	83	3	2392	74
105	83	3	2392	75
106	85	3	2392	76
107	70	3	2392	77
108	68	3	2392	78
109	62	3	2392	79
110	62	3	2392	80
111	68	3	2392	81
112	70	3	2392	82
113	84	3	2392	83
114	85	3	2392	84
115	85	3	2392	85
116	84	3	2392	86
117	84	3	2392	87
118	73	3	2392	88
119	73	3	2392	89
120	84	3	2392	90
121	84	3	2392	91
Aggregate	10000	382	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:	
M.P.K INVESTMENTS PTY. LTD. by its attorney ALFONSO DEL RIO pursuant to Power of Attorney Act Registration No. 0111109 Signature of Lessee			Volume	Folio
			2391	70
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated Fifth this day of December 2018 Lyn Tankey Deputy Registrar-General			 Dave Peffer Registrar-General Deputy Registrar-General	

Form 091 - FP

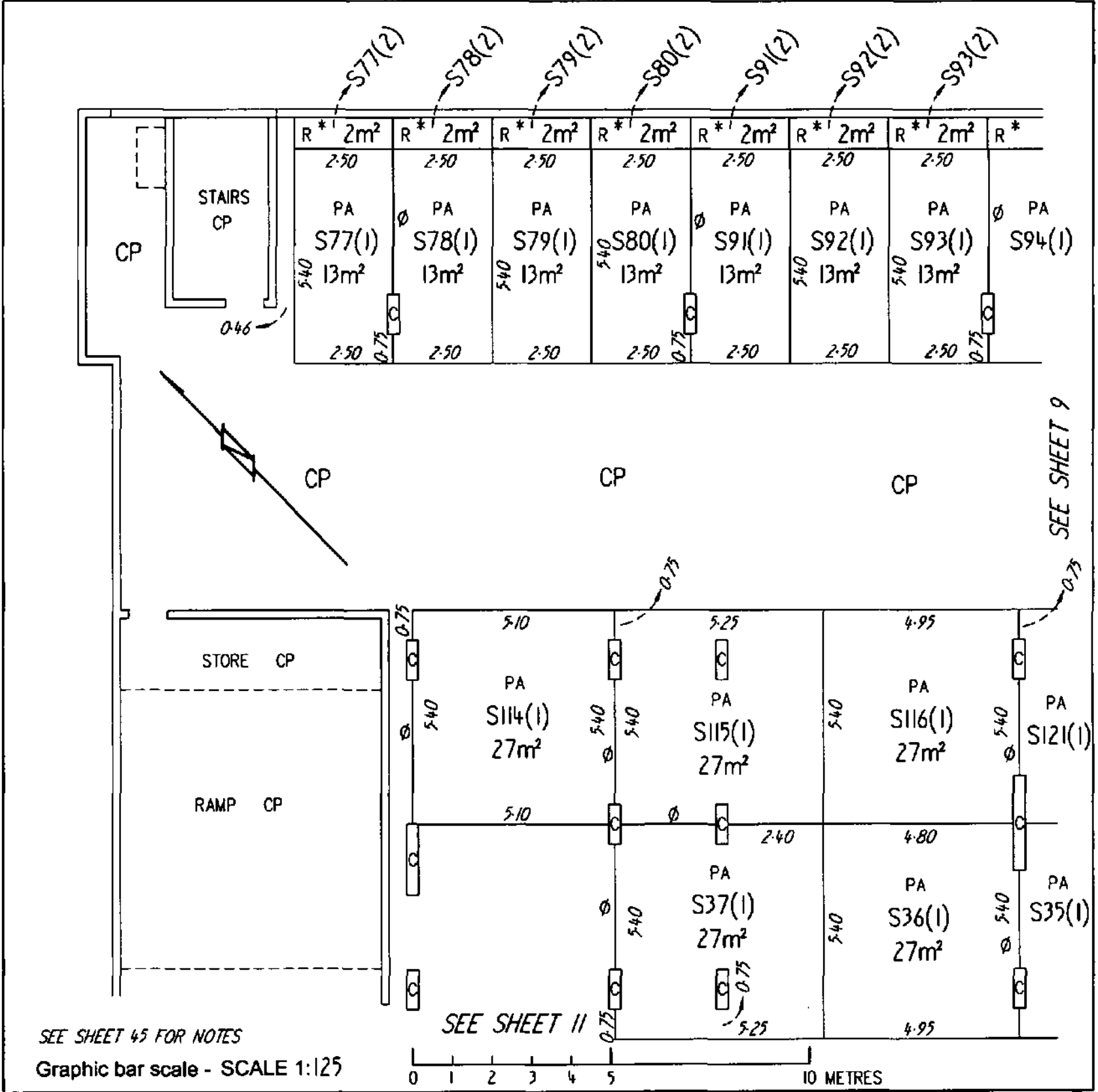
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	18	1

UNITS PLAN No.
4602

FLOOR NUMBER	BASEMENT 2
--------------	------------



SEE SHEET 45 FOR NOTES

Graphic bar scale - SCALE 1:125

SEE SHEET 11

SEE SHEET 9

MPK Investments Pty Ltd by its attorney
ALFONSO DEL RIO pursuant to Power of
Attorney ACT Registration No-0144009

Registered Proprietor

Lyn Tankey Delegate of the
ACT Planning and Land Authority

Form 091 - FP

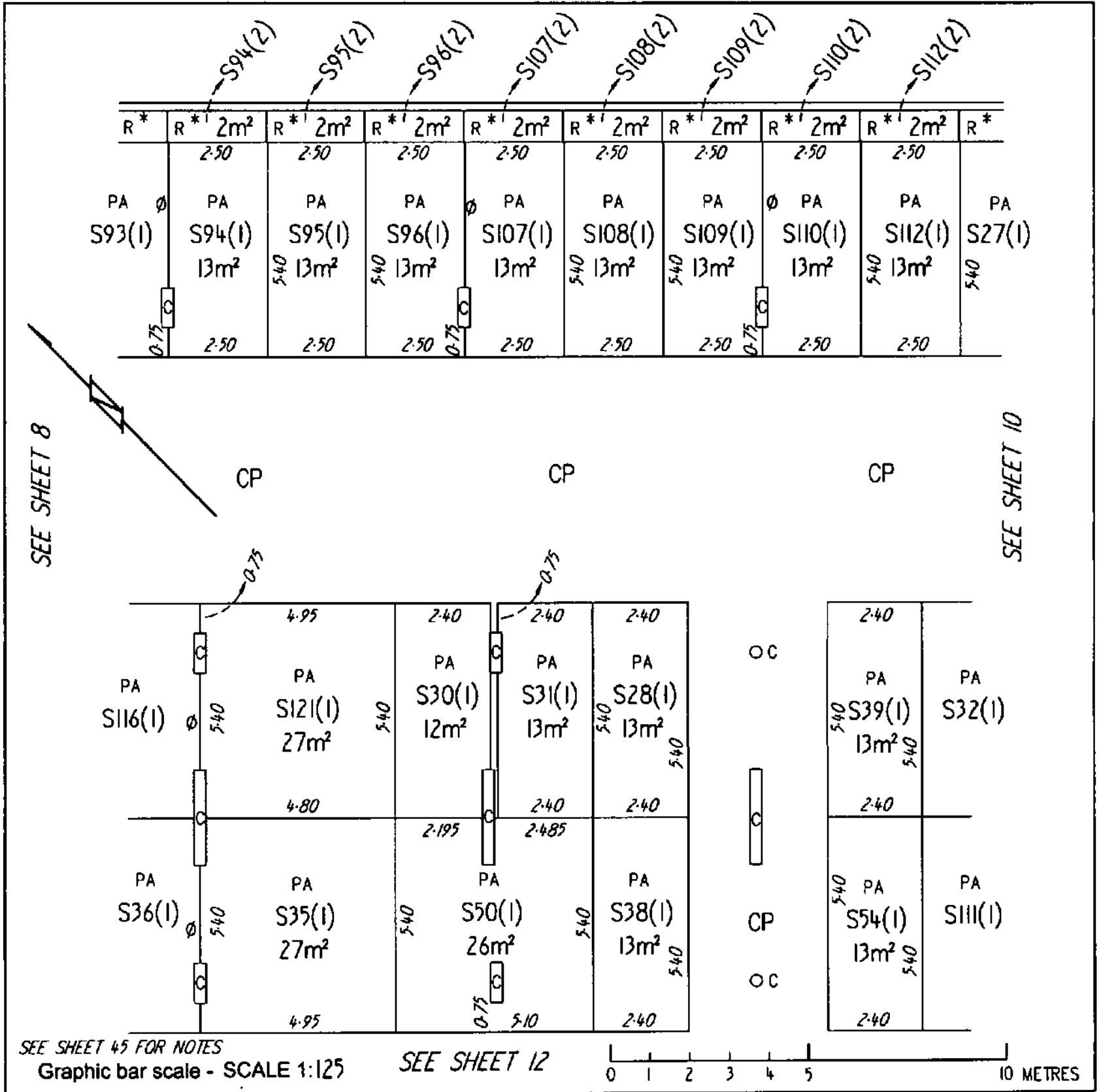
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	18	1

UNITS PLAN No.
4602

FLOOR NUMBER	BASEMENT 2
--------------	------------



MPK Investments Pty Ltd by its attorney
ALFONSO DEL RIO pursuant to Power of
Attorney ACT Registration No-0044009

[Signature]
Registered Proprietor

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

Form 091 - FP

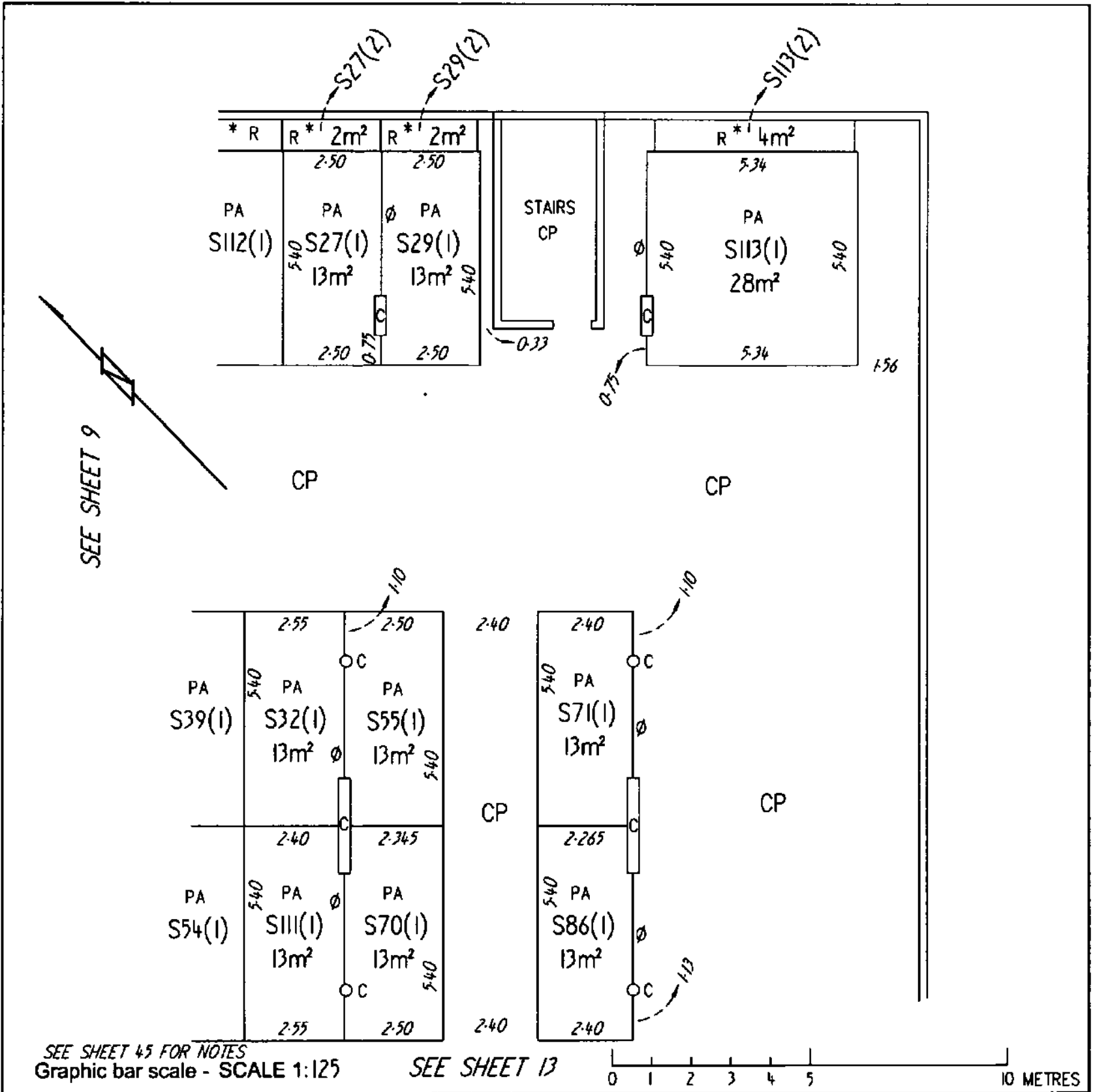
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	18	I

UNITS PLAN No.
4602

FLOOR NUMBER	BASEMENT 2
--------------	------------



MPK Investments Pty Ltd by its attorney
ALFONSO DEL RIO pursuant to Power of
Attorney ACT Registration No-0044009

[Signature]
Registered Proprietor

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

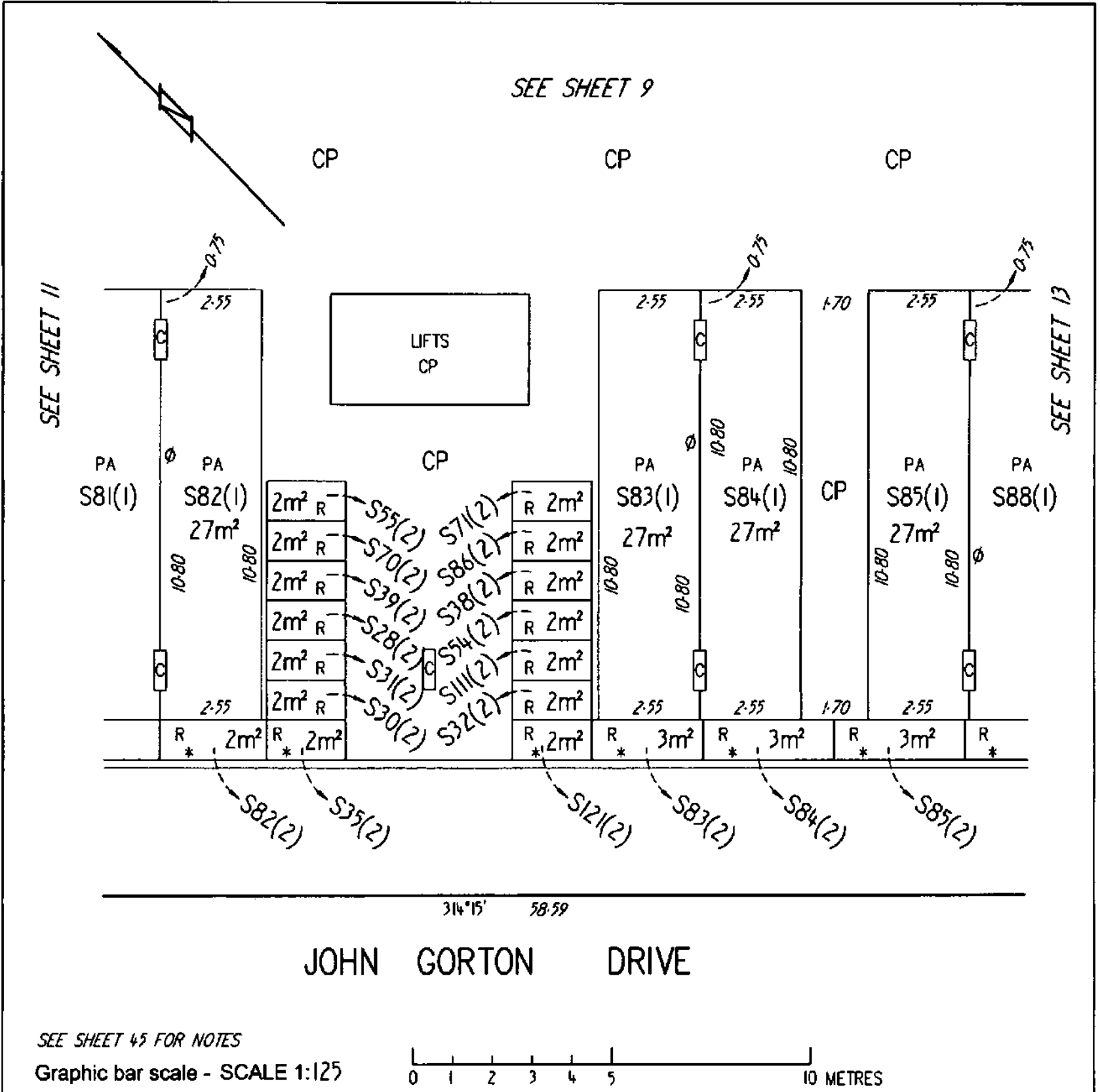
Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	18	1	4602

FLOOR NUMBER	BASEMENT 2
--------------	------------



MPK Investments Pty Ltd by its attorney
ALFONSO DEL RIO pursuant to Power of
Attorney ACT Registration No-0114009

[Signature]
Registered Proprietor

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

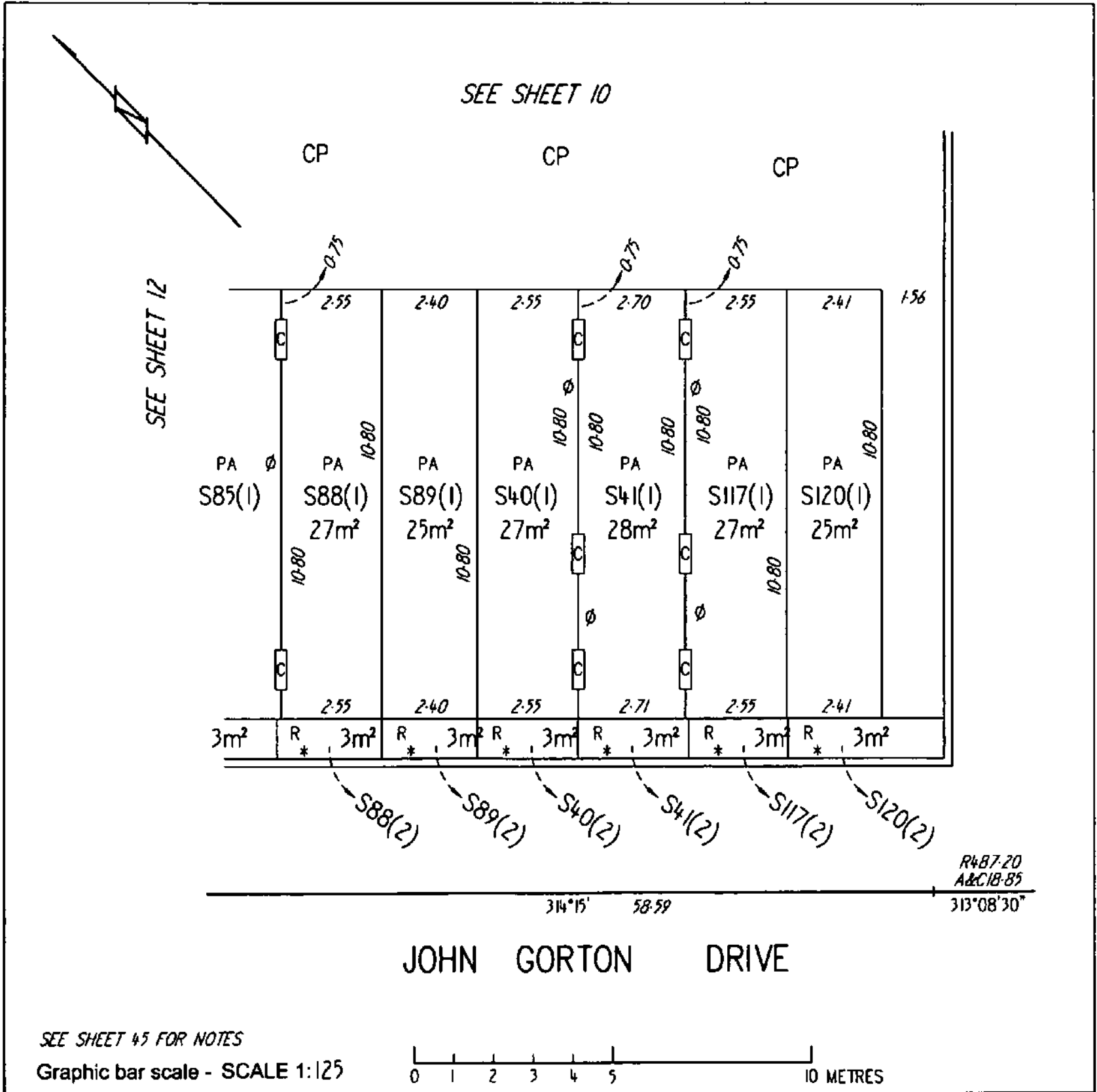
Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No. 4602
COOMBS	18	I	

FLOOR NUMBER	BASEMENT 2
--------------	------------



MPK Investments Pty Ltd by its attorney
ALFONSO DEL RIO pursuant to Power of
Attorney ACT Registration No 0144009

Registered Proprietor

Lyn Tankey Delegate of the
ACT Planning and Land Authority

Form 091 - FP

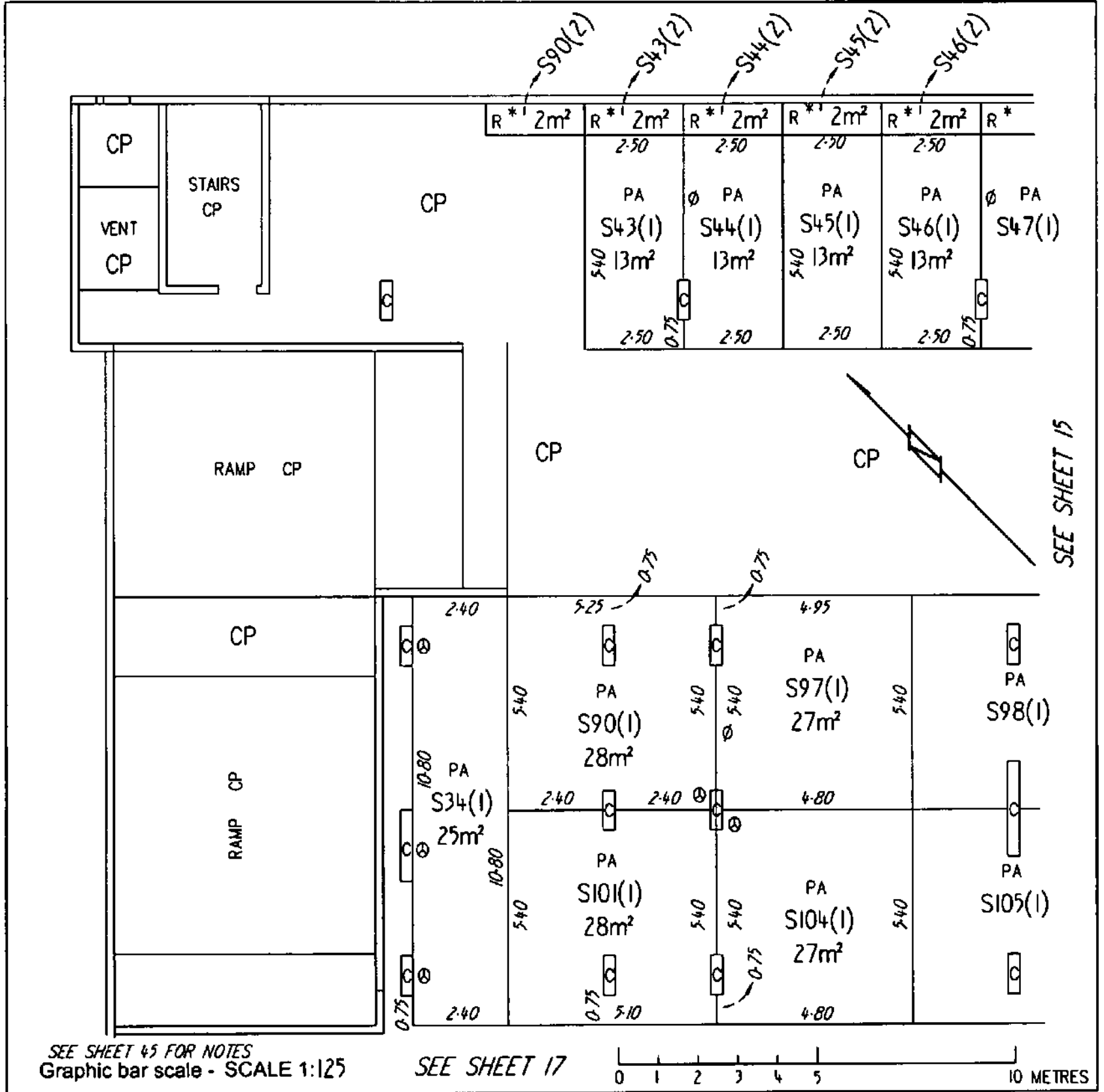
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	18	1

UNITS PLAN No.
4602

FLOOR NUMBER	BASEMENT 1
--------------	------------



MPK Investments Pty Ltd by its attorney
ALFONSO DEL RIO pursuant to Power of
Attorney ACT Registration No-0144009

[Signature]
Registered Proprietor

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

LAND TITLES

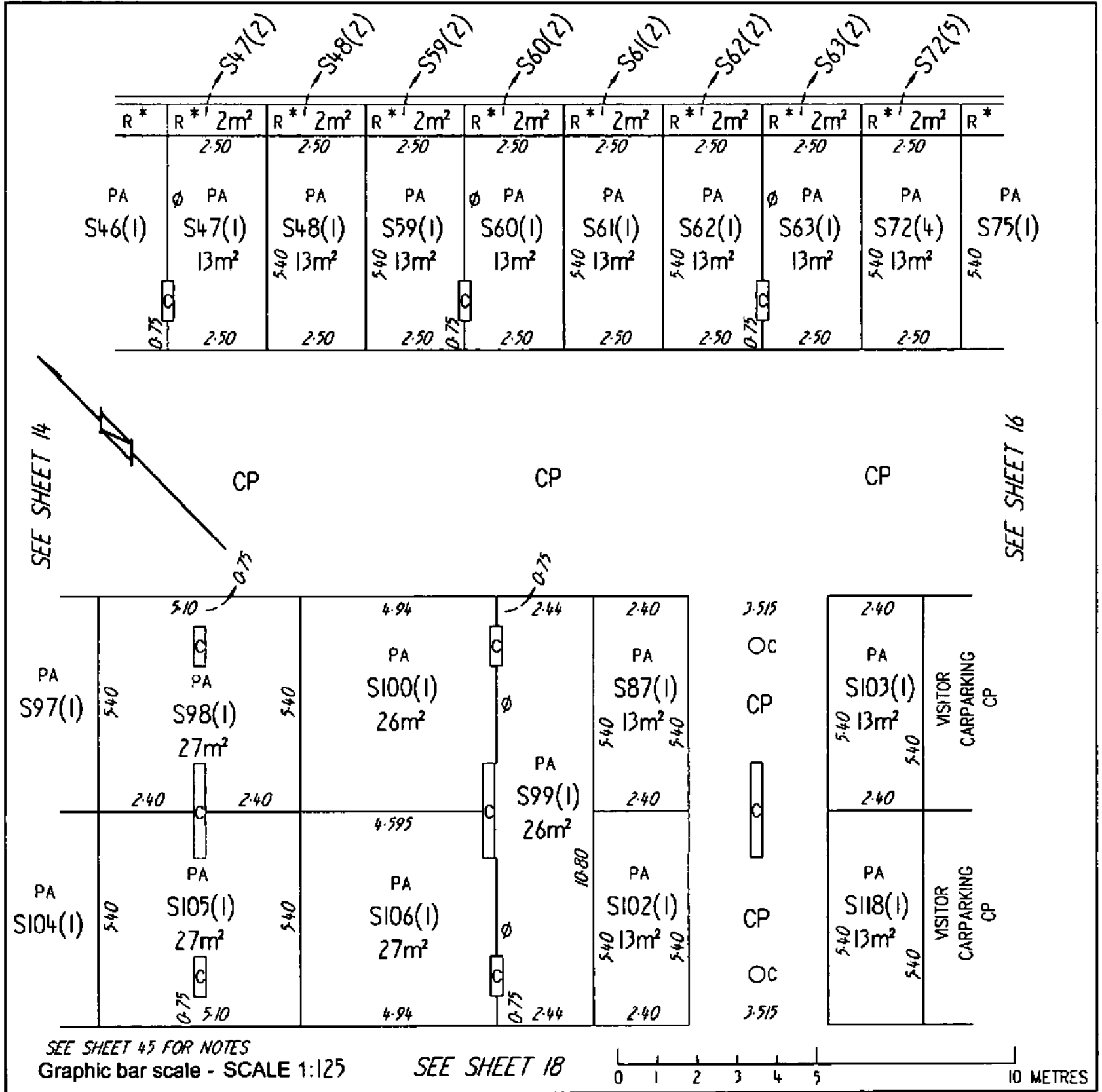
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	18	1	4602

FLOOR NUMBER	BASEMENT 1
--------------	------------



MPK Investments Pty Ltd by its attorney
ALFONSO DEL RIO pursuant to Power of
Attorney ACT Registration No-0144009

Registered Proprietor

Lyn Tankey Delegate of the
ACT Planning and Land Authority

Form 091 - FP

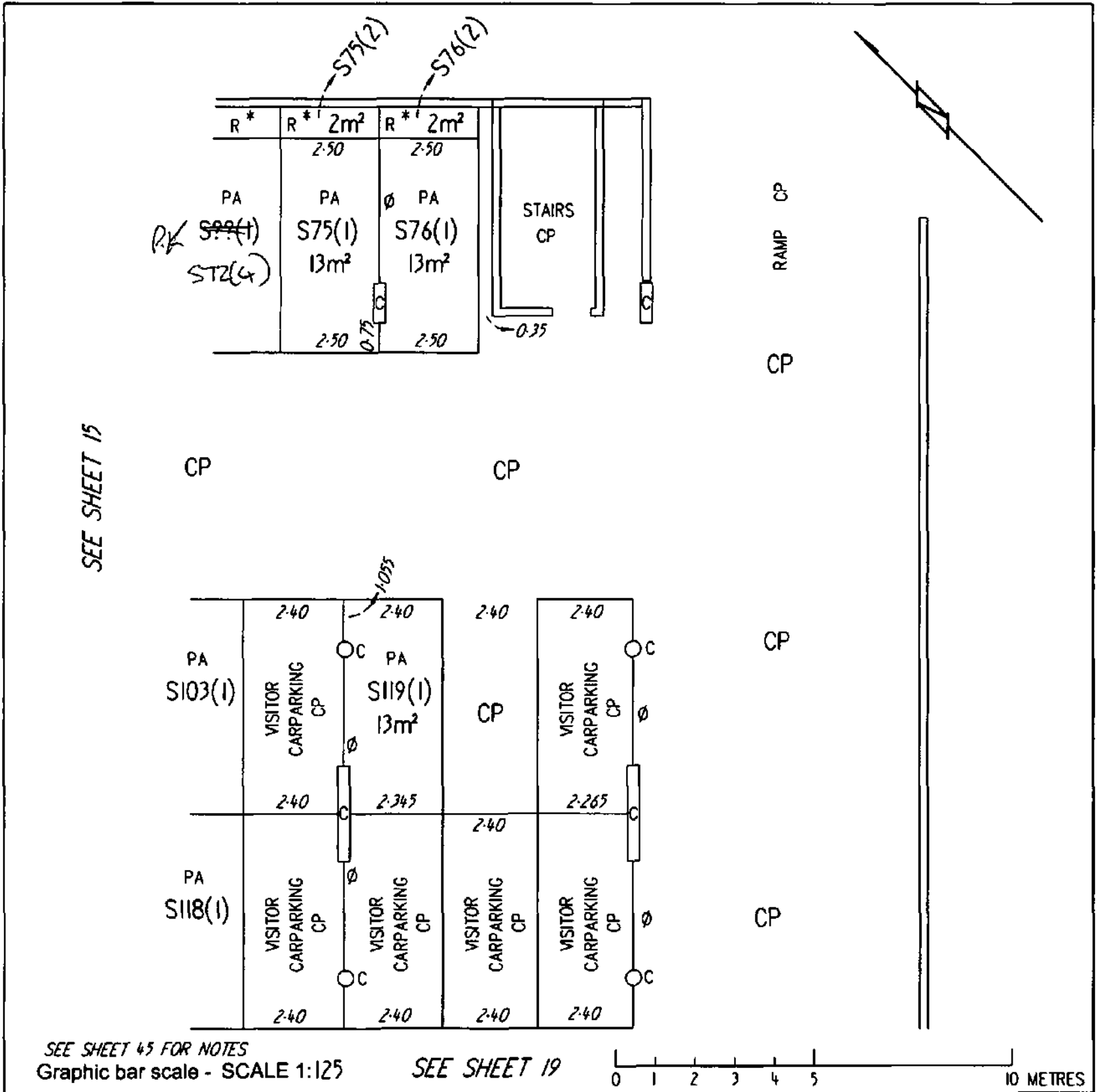
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	18	1

UNITS PLAN No.
4602

FLOOR NUMBER	BASEMENT 1
--------------	------------



MPK Investments Pty Ltd by its attorney
ALFONSO DEL RIO pursuant to Power of
Attorney ACT Registration No.0144009

[Signature]
Registered Proprietor

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

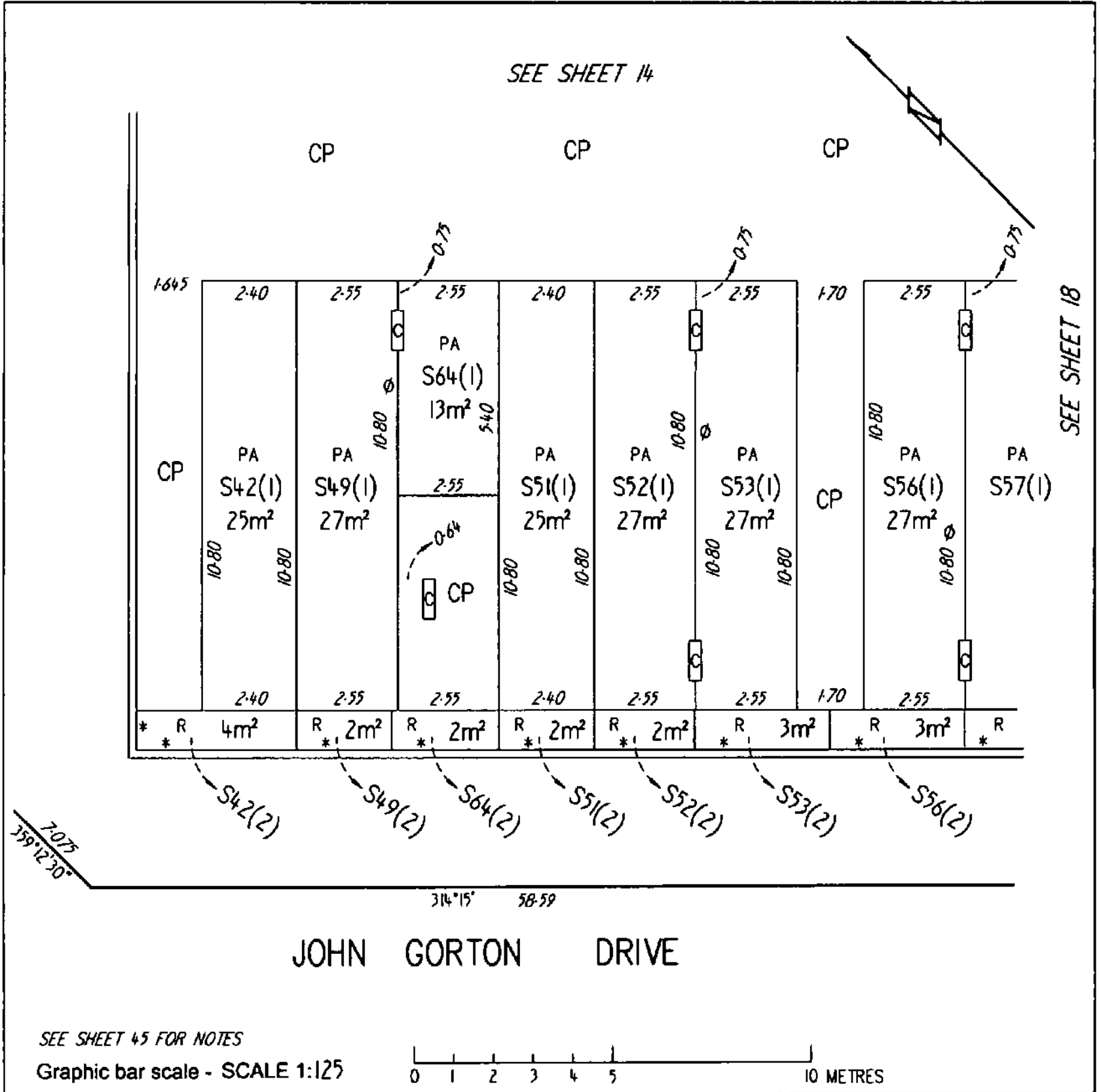
Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	18	1	4602

FLOOR NUMBER	BASEMENT 1
--------------	------------



MPK Investments Pty Ltd by its attorney
ALFONSO DEL RIO pursuant to Power of
Attorney ACT Registration No-0144009

[Signature]
Registered Proprietor

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

Form 091 - FP

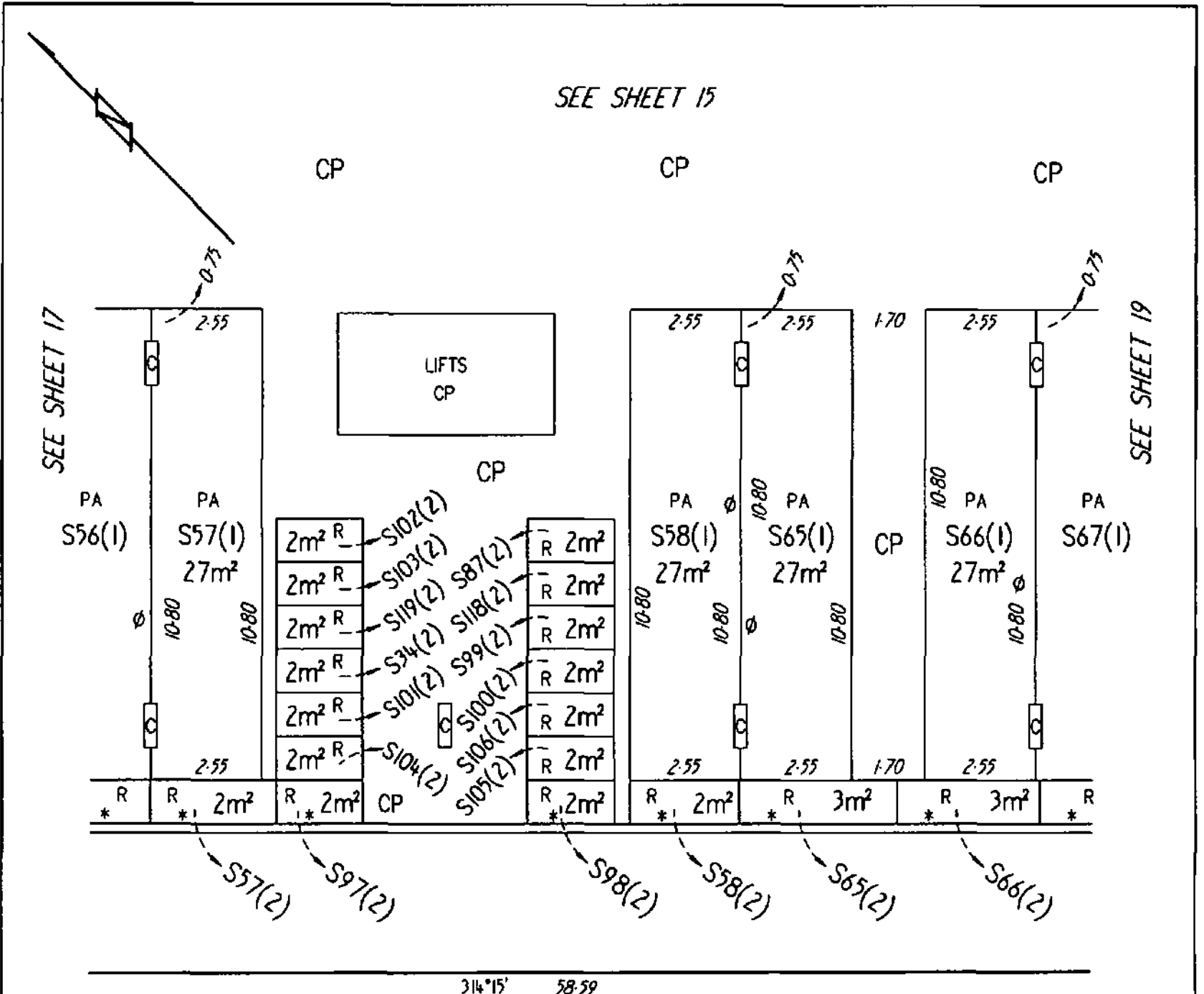
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	18	1

UNITS PLAN No.
4602

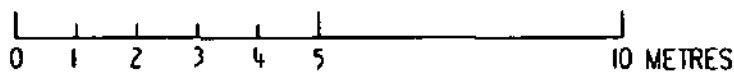
FLOOR NUMBER	BASEMENT 1
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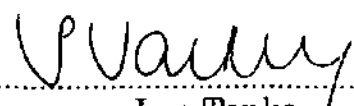


JOHN GORTON DRIVE

SEE SHEET 45 FOR NOTES

Graphic bar scale - SCALE 1:125



MPK Investments Pty Ltd by its attorney ALFONSO DEL RIO pursuant to Power of Attorney ACT Registration No-0144009  Registered Proprietor	  Lyn Tankey Delegate of the ACT Planning and Land Authority
---	--

Form 091 - FP

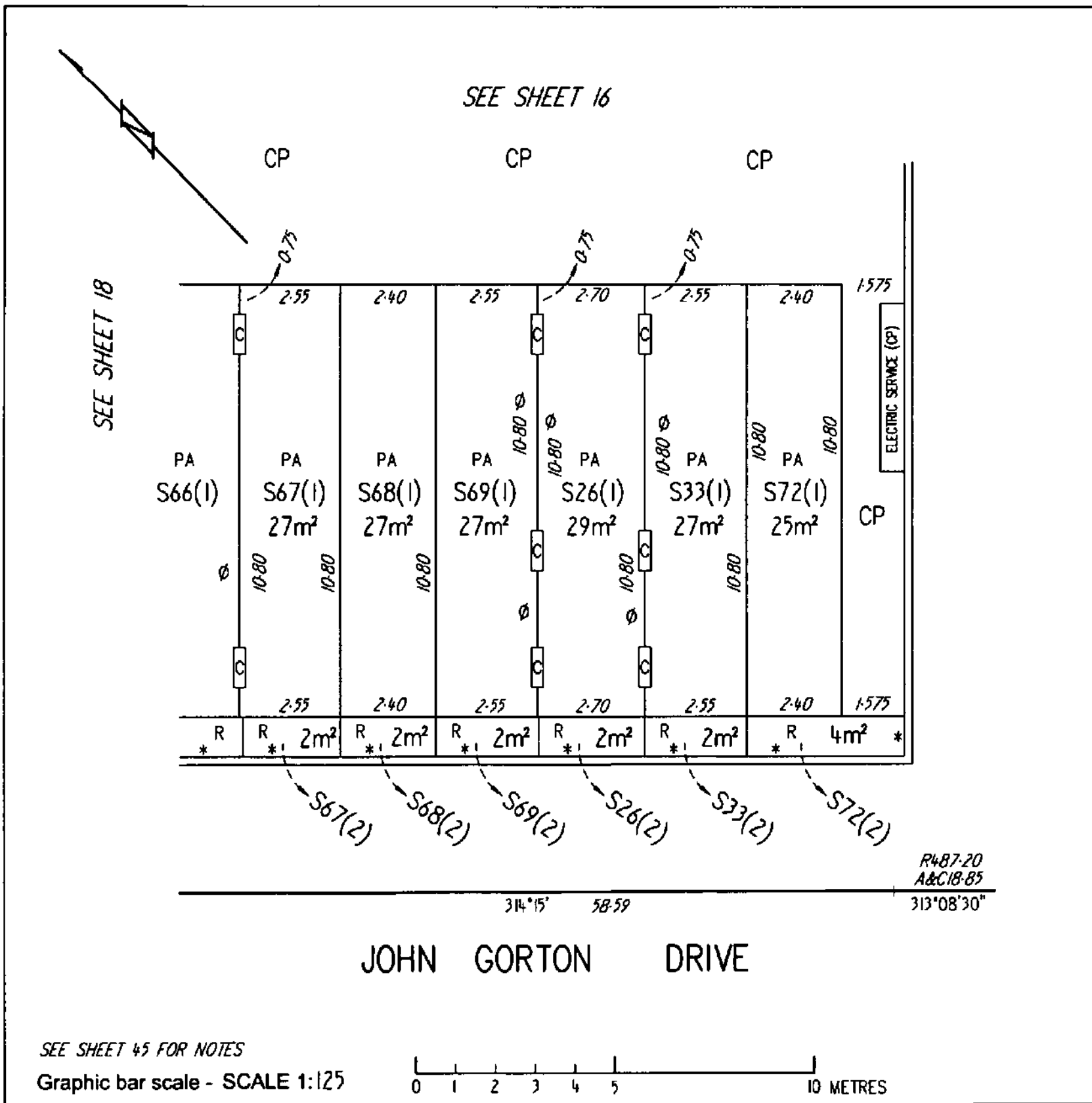
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	18	I

UNITS PLAN No.
4602

FLOOR NUMBER	BASEMENT I
--------------	------------



MPK Investments Pty Ltd by its attorney
ALFONSO DEL RIO pursuant to Power of
Attorney ACT Registration No-0144009

[Signature]
Registered Proprietor

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

Form 091 - FP

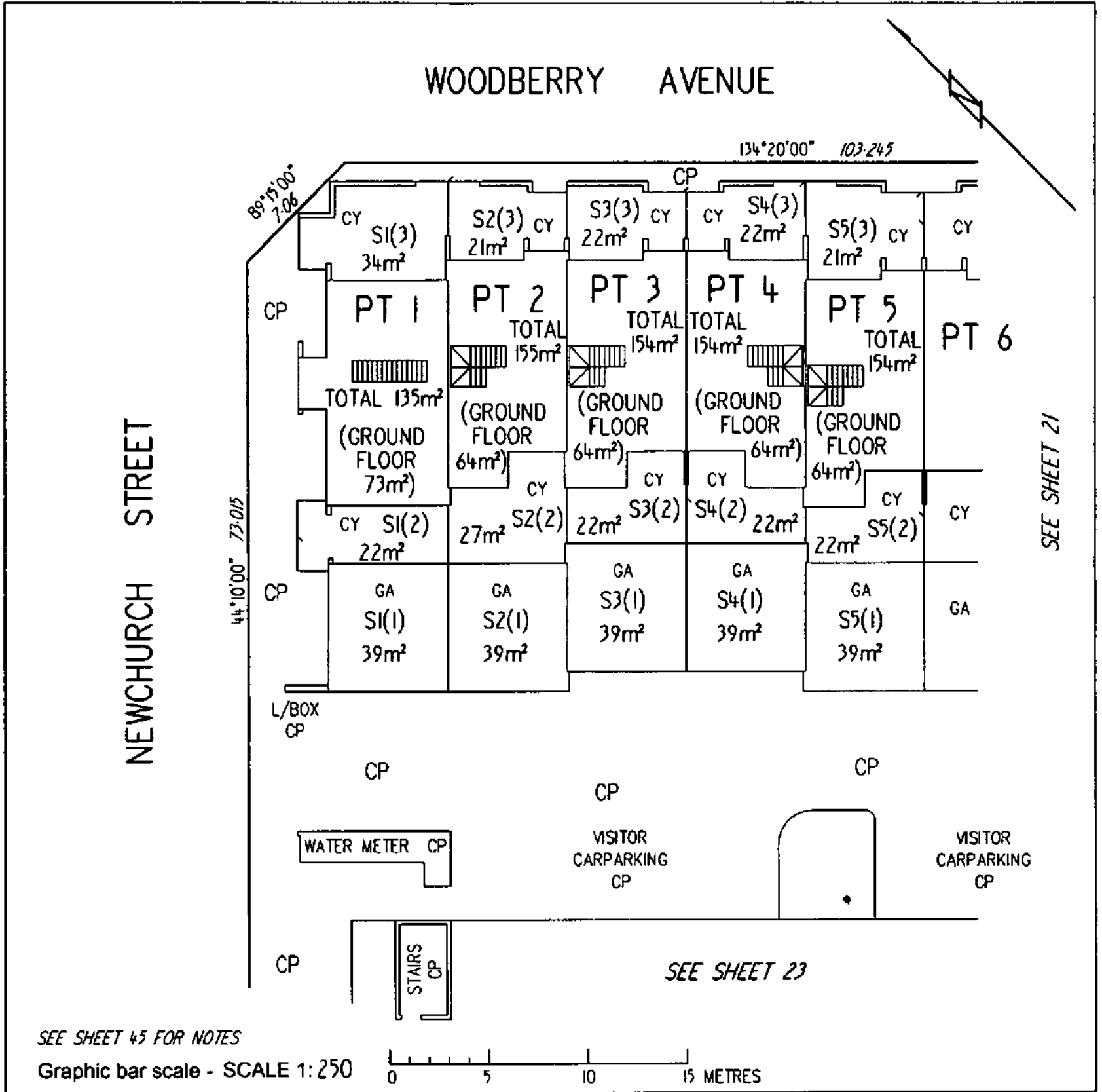
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	18	1

UNITS PLAN No.
4602

FLOOR NUMBER	GROUND
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MPK Investments Pty Ltd by its attorney
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Attorney ACT Registration No-0144009

Registered Proprietor

Lyn Tankey Delegate of the
ACT Planning and Land Authority

Form 091 - FP

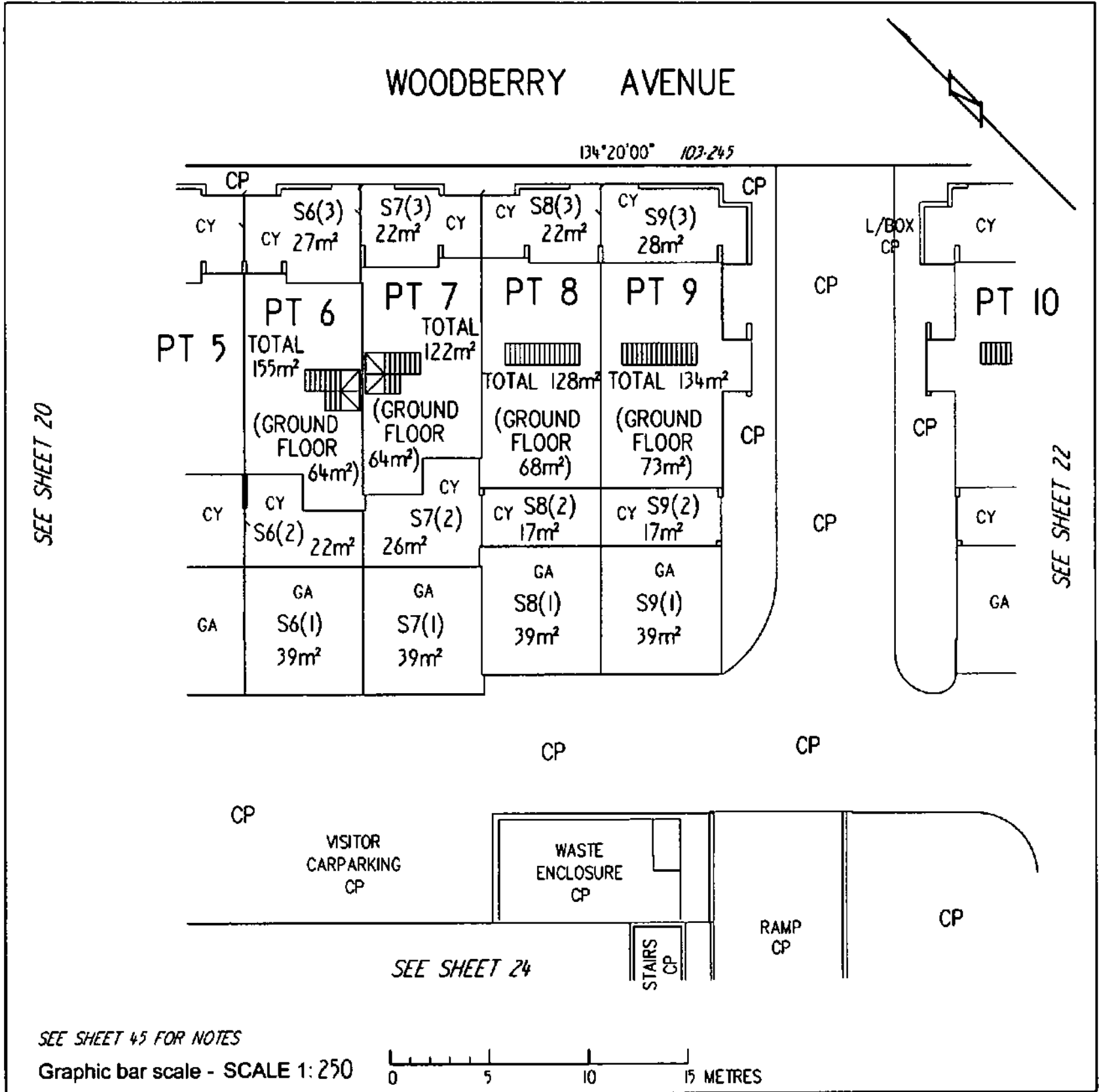
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	18	1

UNITS PLAN No.
4602

FLOOR NUMBER	GROUND
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MPK Investments Pty Ltd by its attorney
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Attorney ACT Registration No-0144009

[Signature]
Registered Proprietor

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

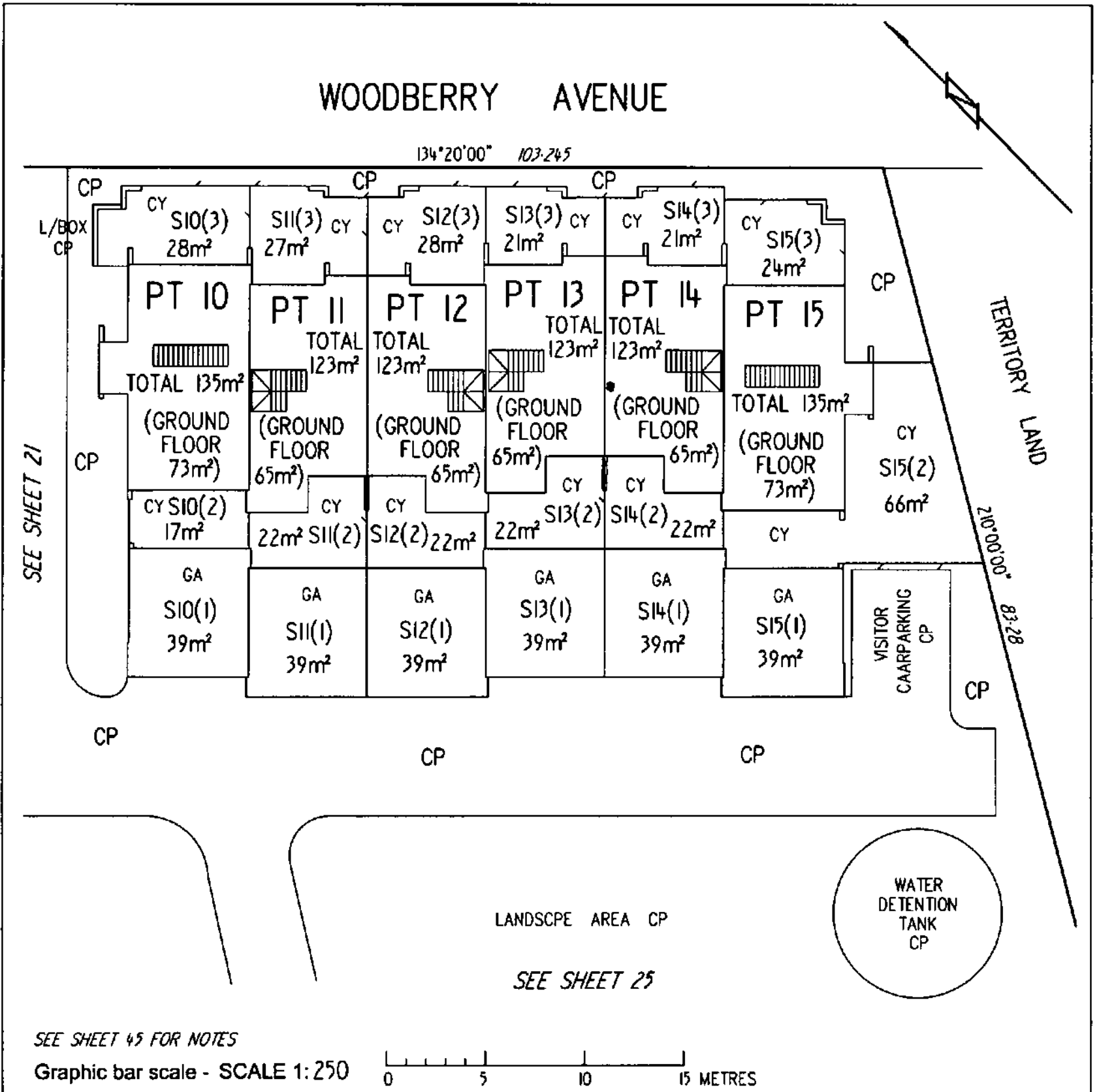
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OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	18	1	4602

FLOOR NUMBER	GROUND
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MPK Investments Pty Ltd by its attorney
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[Signature]
Registered Proprietor

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

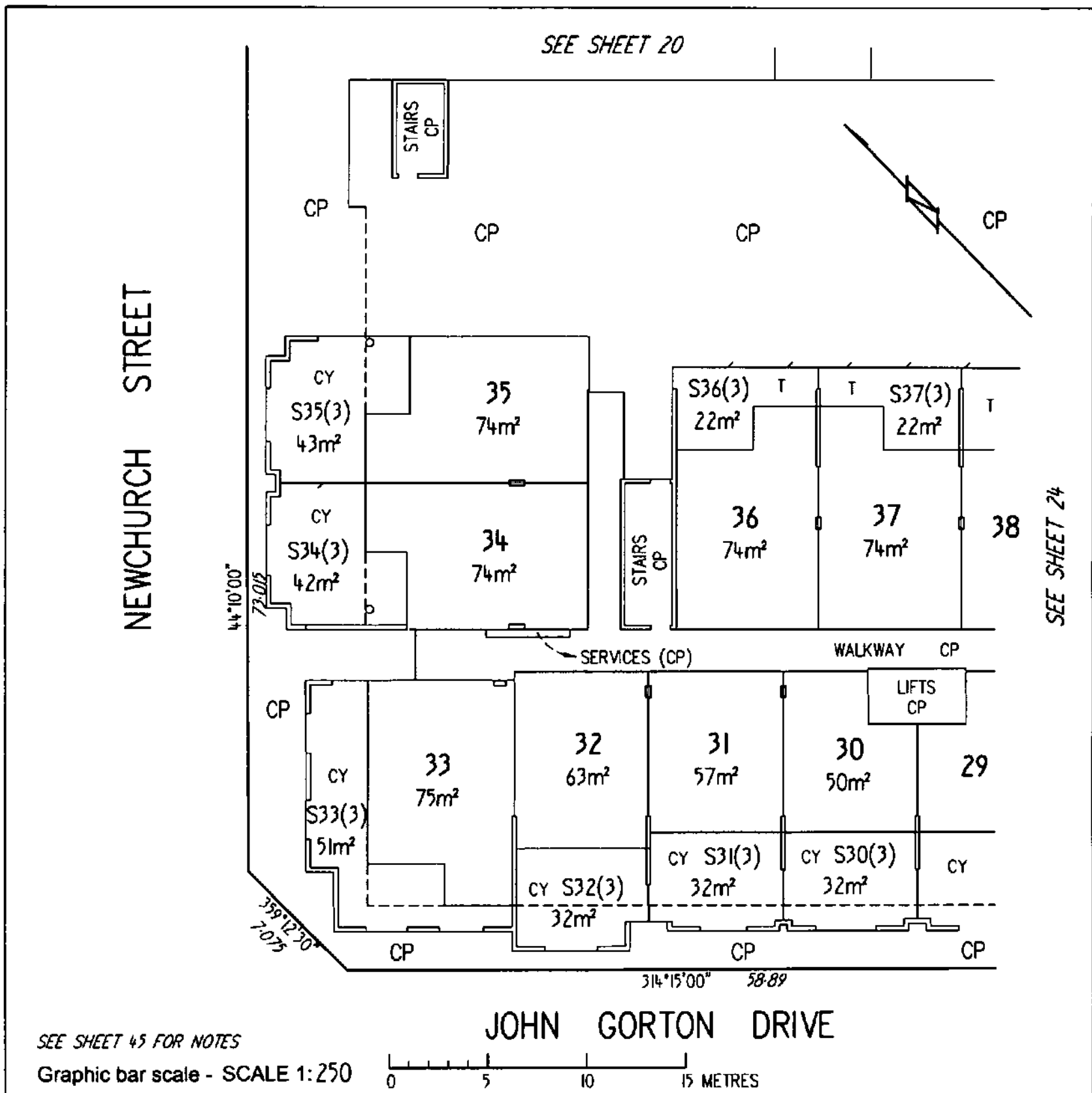
Form 091 - FP

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

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	18	1	4602

FLOOR NUMBER	GROUND
--------------	--------



MPK Investments Pty Ltd by its attorney
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[Signature]
 Registered Proprietor

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

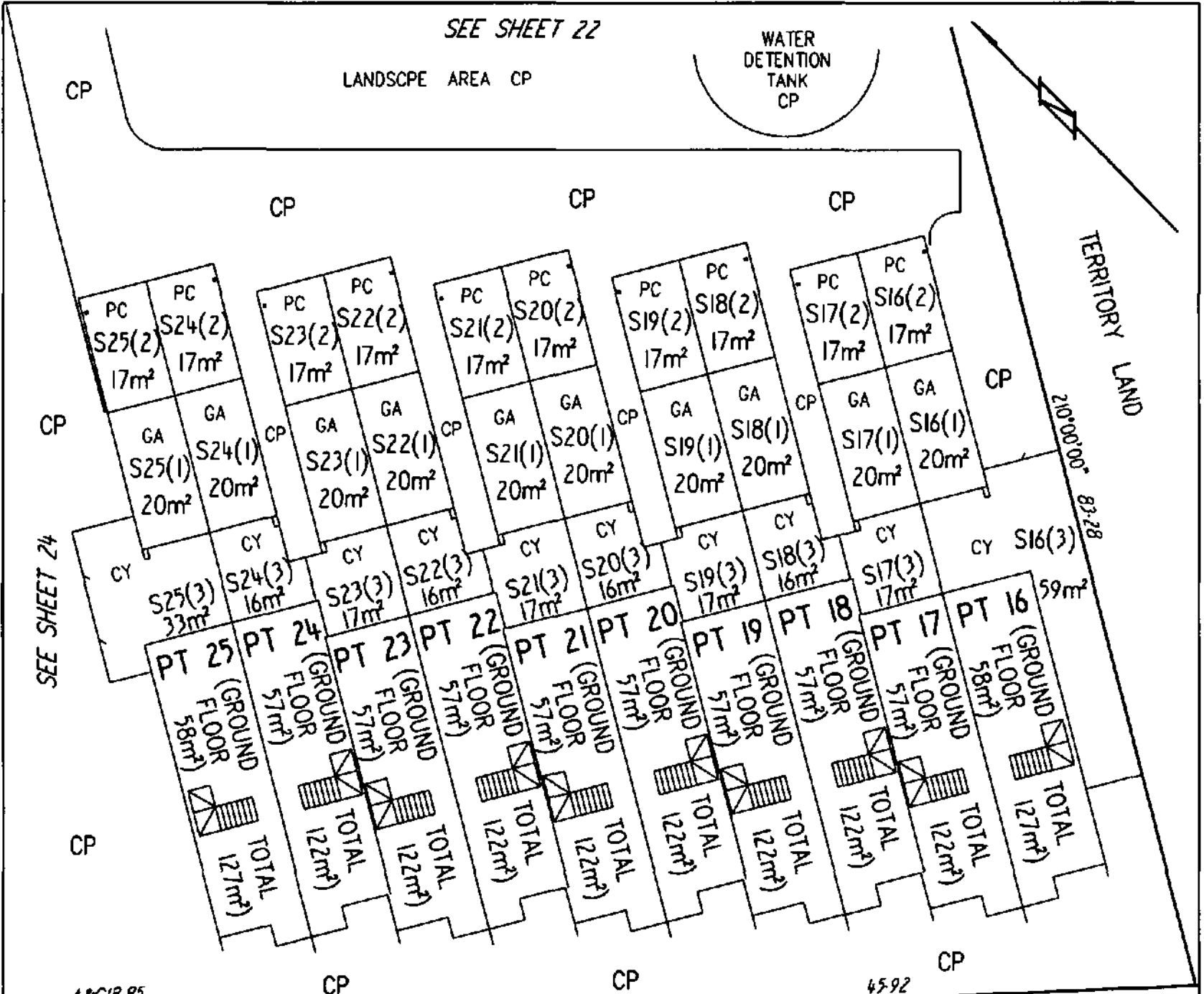
Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	18	1	4602

FLOOR NUMBER	GROUND
--------------	--------



JOHN GORTON DRIVE

SEE SHEET 45 FOR NOTES

Graphic bar scale - SCALE 1: 250 0 5 10 15 METRES

MPK Investments Pty Ltd by its attorney
ALFONSO DEL RIO pursuant to Power of
Attorney ACT Registration No-0144009

Registered Proprietor

Lyn Tankey Delegate of the
ACT Planning and Land Authority

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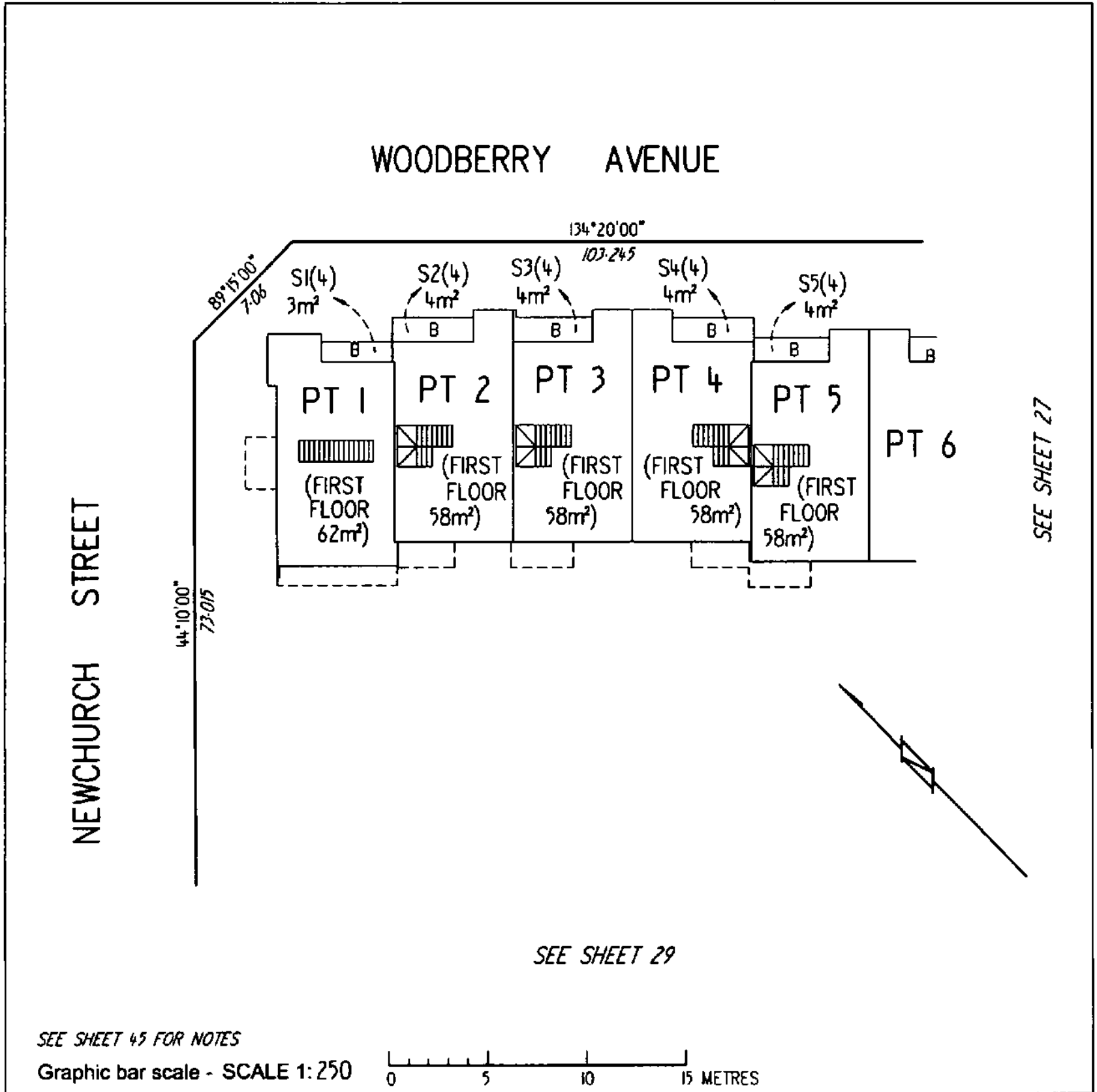
LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	18	1

UNITS PLAN No.
4602

FLOOR NUMBER	FIRST
--------------	-------



MPK Investments Pty Ltd by its attorney
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[Signature]
Registered Proprietor

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

Form 091 - FP

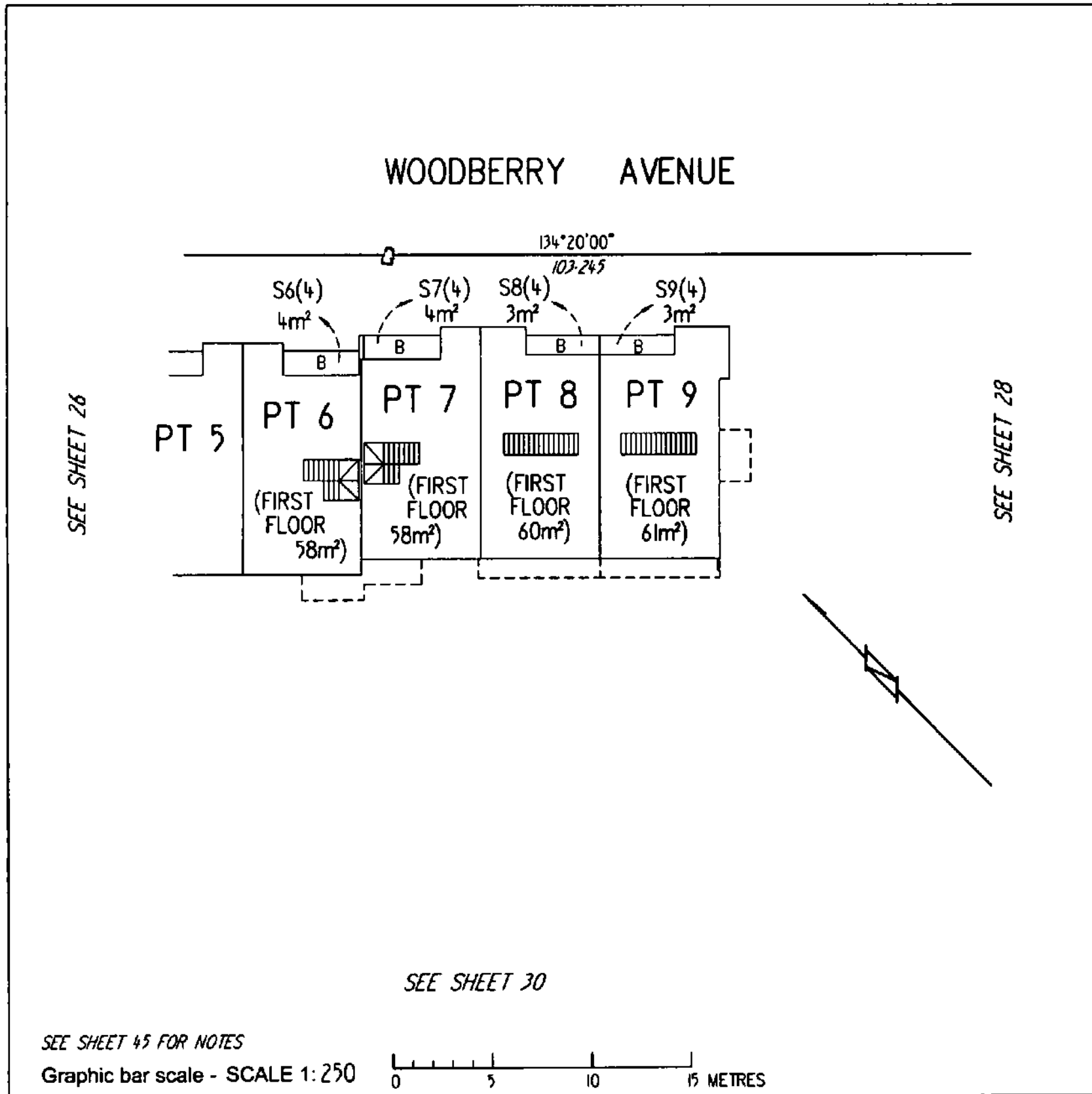
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	18	1

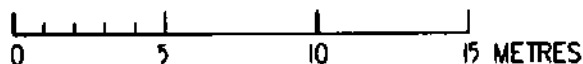
UNITS PLAN No.
4602

FLOOR NUMBER	FIRST
--------------	-------



SEE SHEET 45 FOR NOTES

Graphic bar scale - SCALE 1:250



MPK Investments Pty Ltd by its attorney
ALFONSO DEL RIO pursuant to Power of
Attorney ACT Registration No-0144009

[Signature]
Registered Proprietor

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

Form 091 - FP

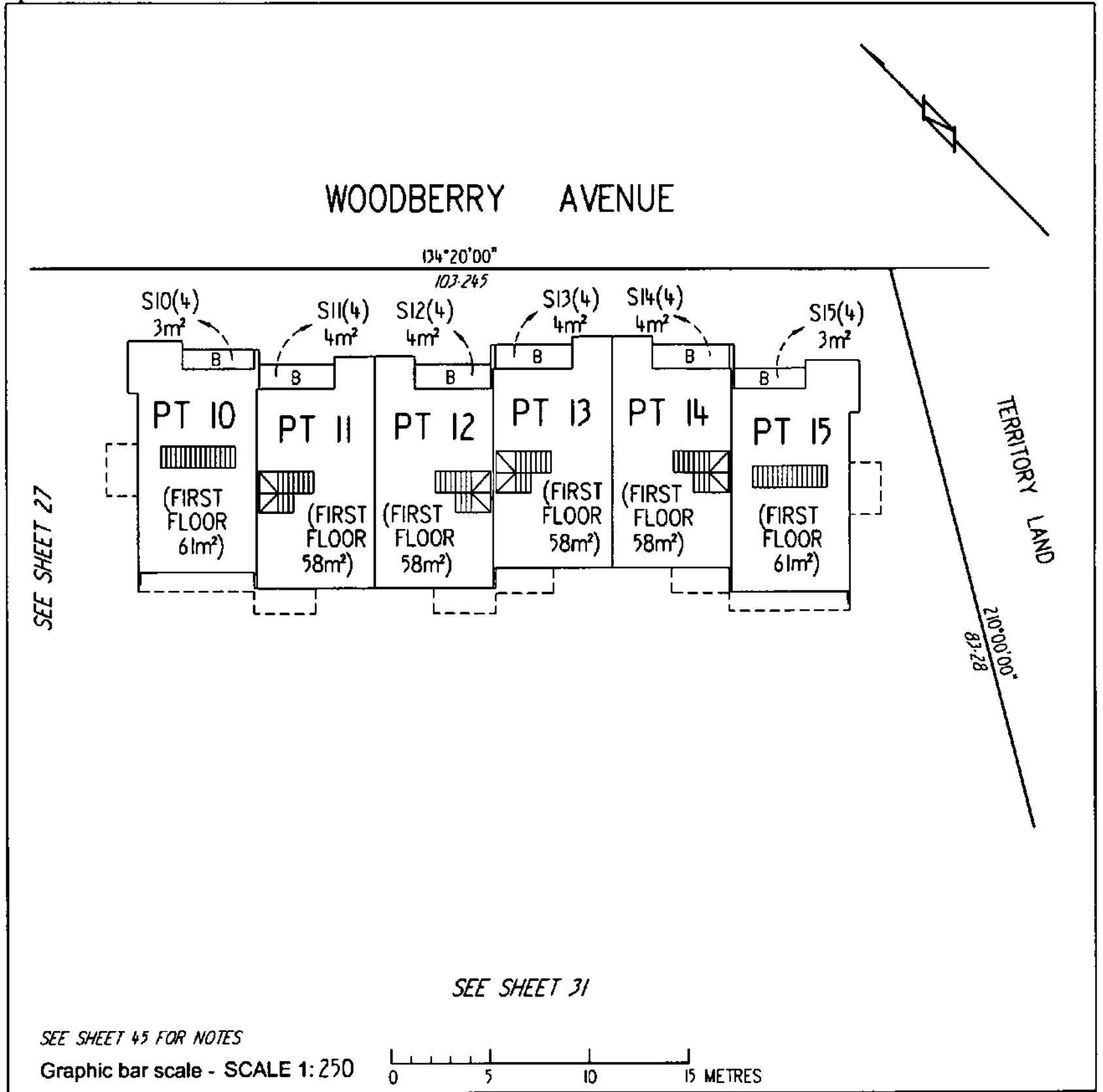
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	18	1

UNITS PLAN No.
4602

FLOOR NUMBER	FIRST
--------------	-------



MPK Investments Pty Ltd by its attorney
ALFONSO DEL RIO pursuant to Power of
Attorney ACT Registration No-0/44009

[Signature]
Registered Proprietor

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

Form 091 - FP

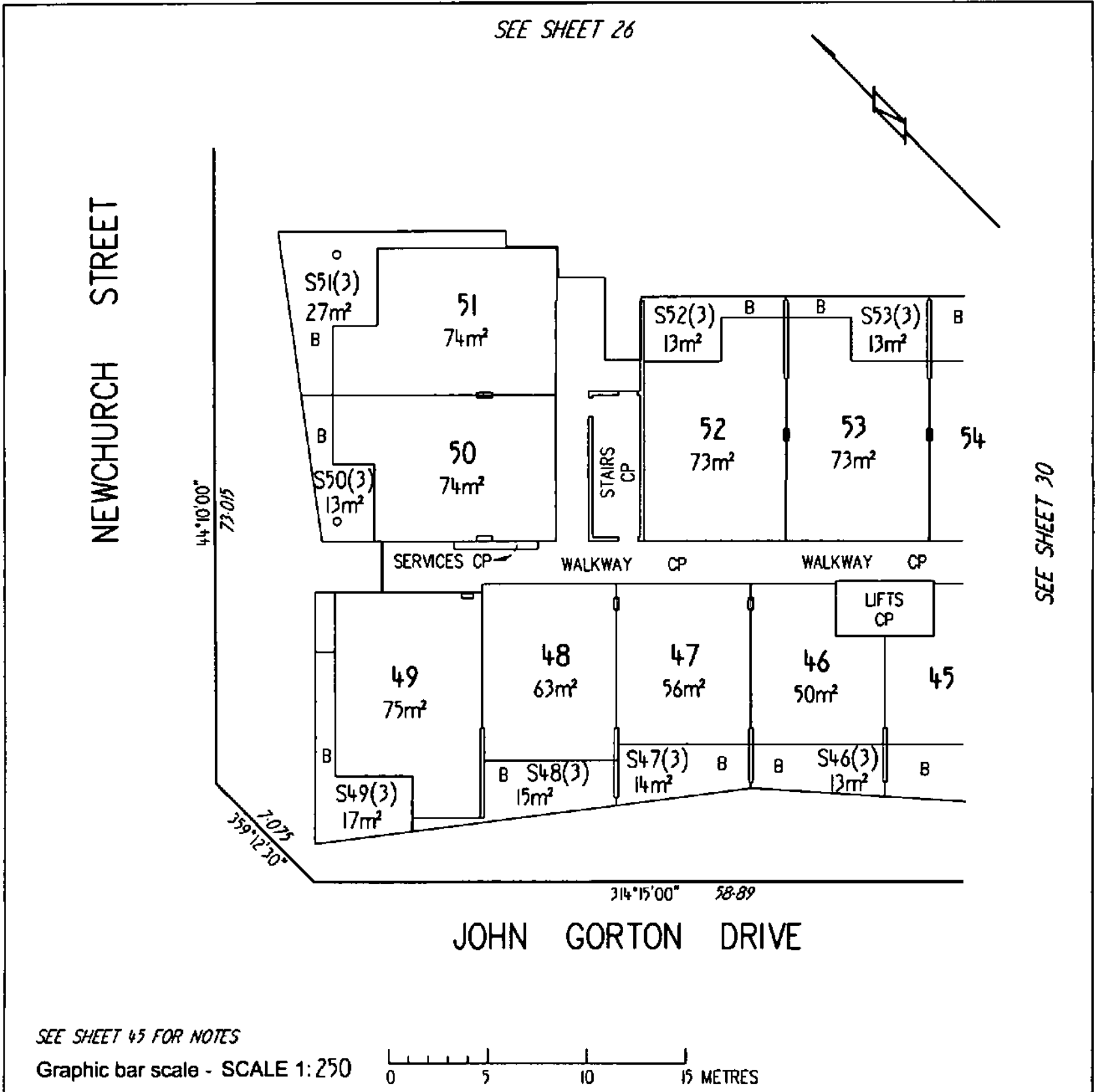
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN


Division	Section	Block
COOMBS	18	1


UNITS PLAN No.
4602

FLOOR NUMBER	FIRST
--------------	-------



MPK Investments Pty Ltd by its attorney
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Attorney ACT Registration No-0144009


Registered Proprietor


Lyn Tankey Delegate of the
ACT Planning and Land Authority

LAND TITLES

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

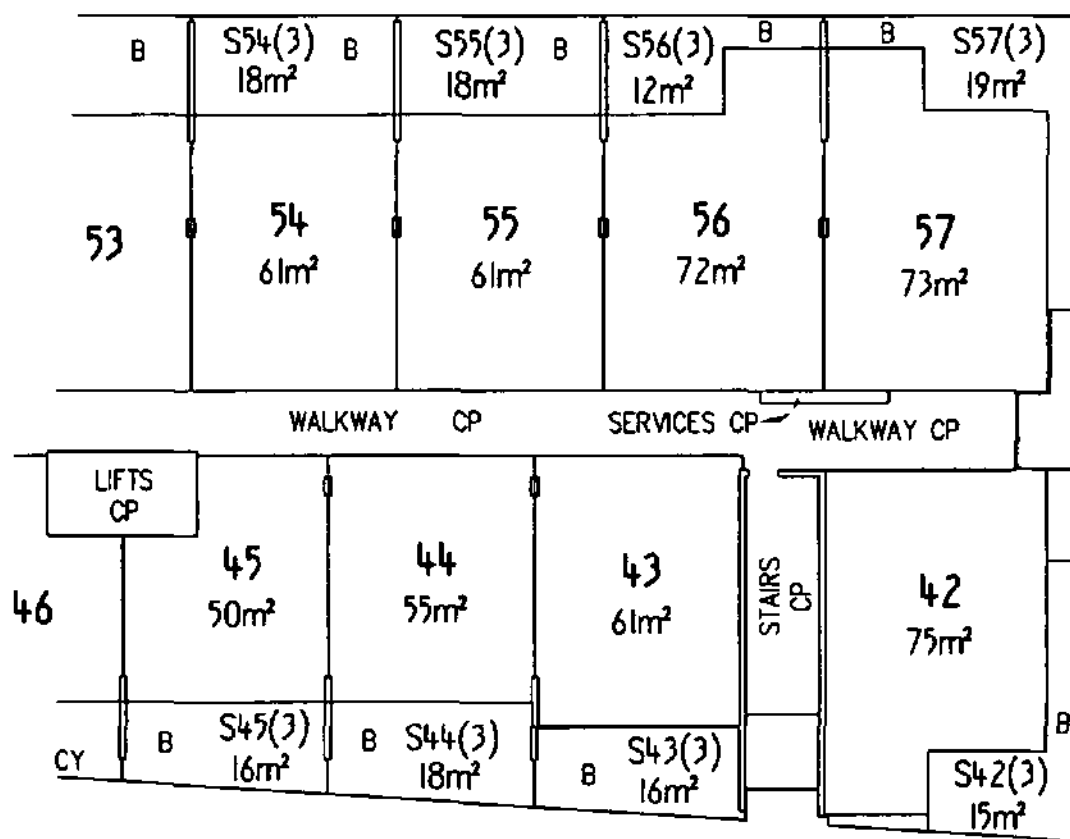
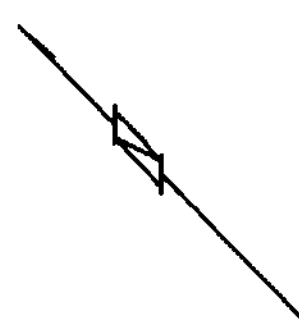
Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	18	1	4602

FLOOR NUMBER	FIRST
--------------	-------

SEE SHEET 27



SEE SHEET 29

SEE SHEET 31

314°15'00" 58.89

A&C18-85
R487-20
313°08'30"

JOHN GORTON DRIVE

SEE SHEET 45 FOR NOTES

Graphic bar scale - SCALE 1: 250 0 5 10 15 METRES

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ALFONSO DEL RIO pursuant to Power of
Attorney ACT Registration No-0144009

Registered Proprietor

Lyn Tankey Delegate of the
ACT Planning and Land Authority

LAND TITLES

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

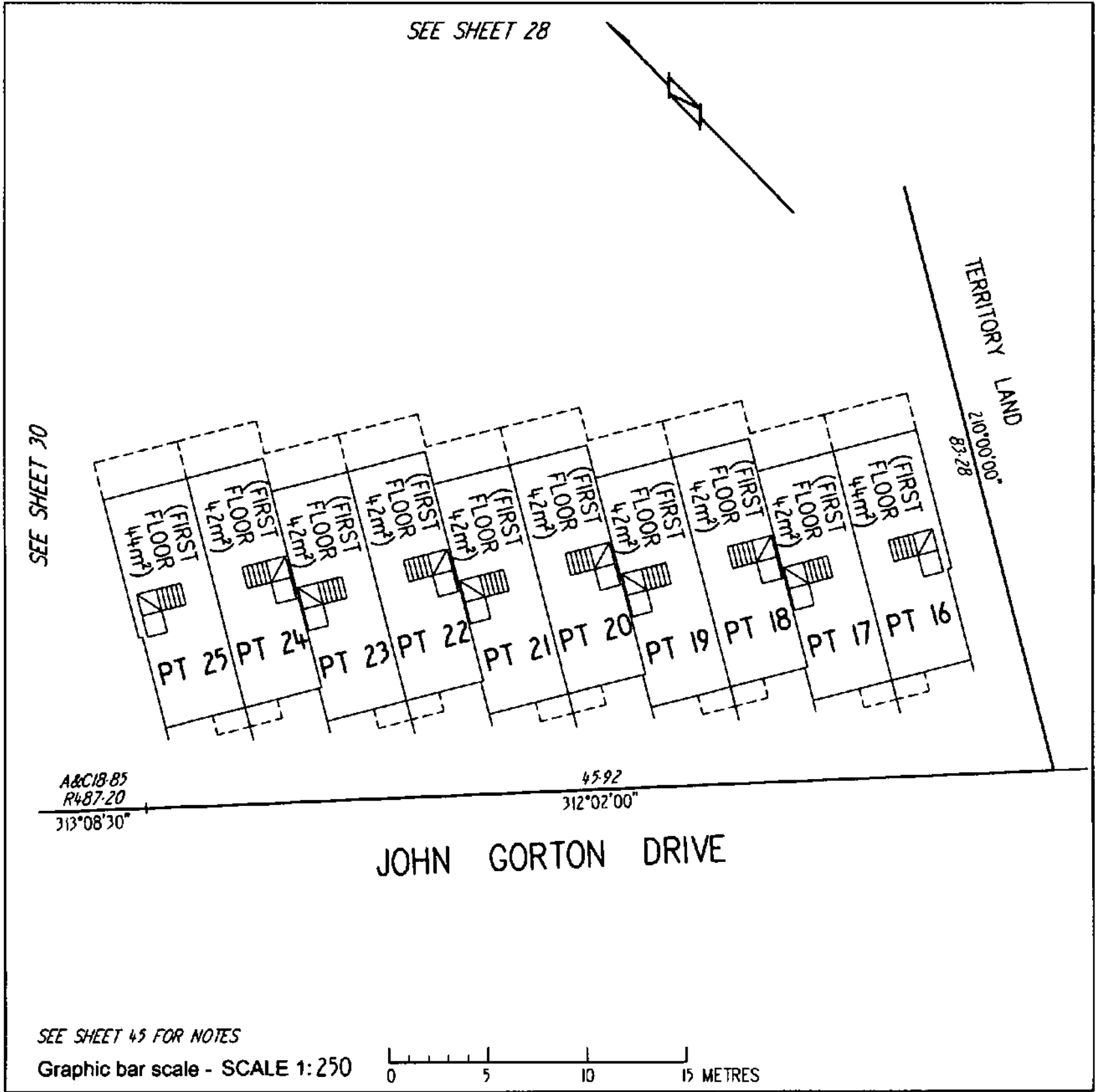
Form 091 - FP

FLOOR PLAN


Division	Section	Block
COOMBS	18	1

UNITS PLAN No.
4602

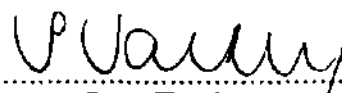
FLOOR NUMBER	FIRST
--------------	-------



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ALFONSO DEL RIO pursuant to Power of
Attorney ACT Registration No-0144009



Registered Proprietor



Lyn Tankey Delegate of the
ACT Planning and Land Authority

LAND TITLES

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

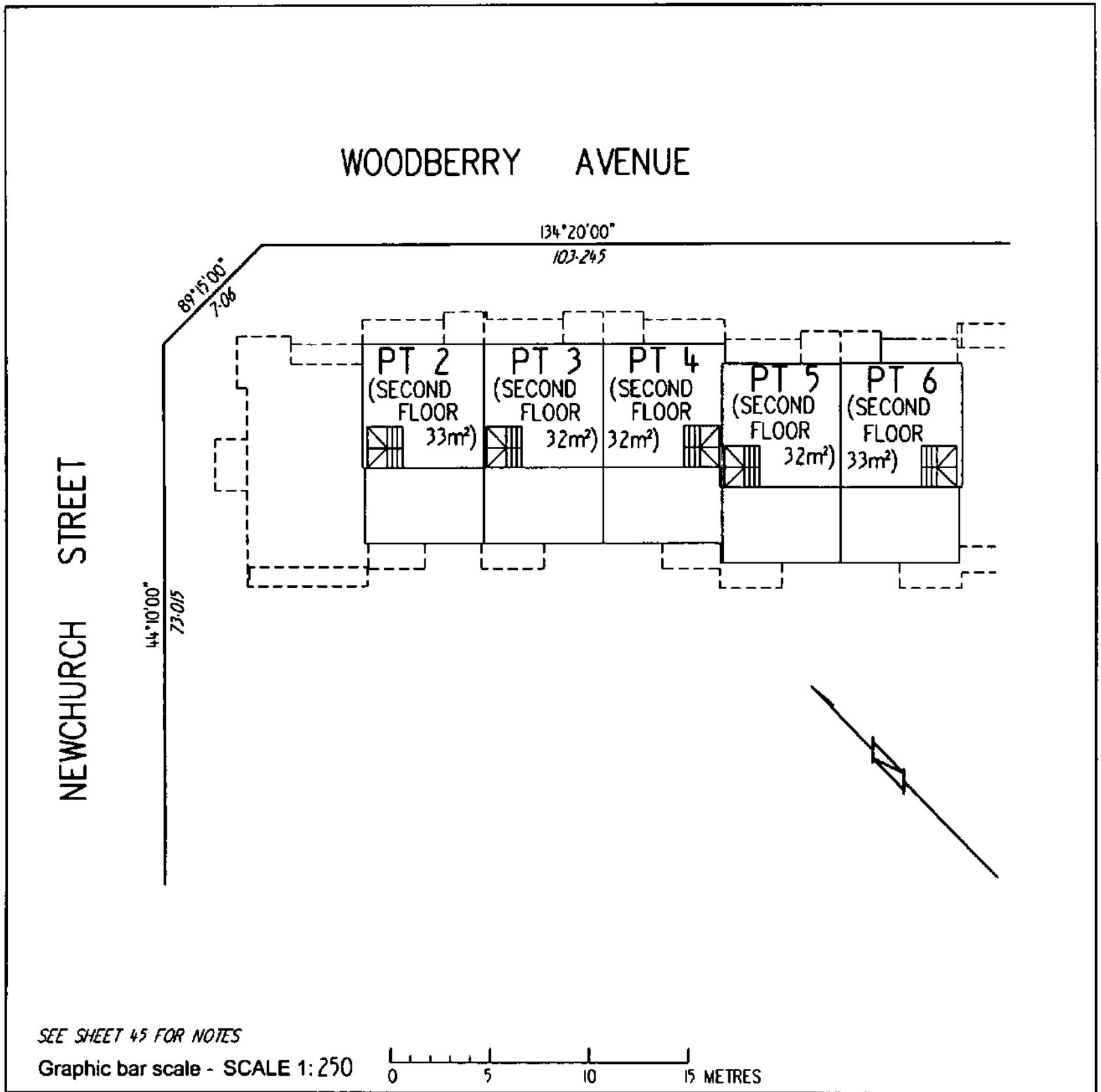
Form 091 - FP

FLOOR PLAN

Division	Section	Block
COOMBS	18	1

UNITS PLAN No.
4602

FLOOR NUMBER	SECOND
--------------	--------



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ALFONSO DEL RIO pursuant to Power of
Attorney ACT Registration No-0144009

[Signature]
Registered Proprietor

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

LAND TITLES

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

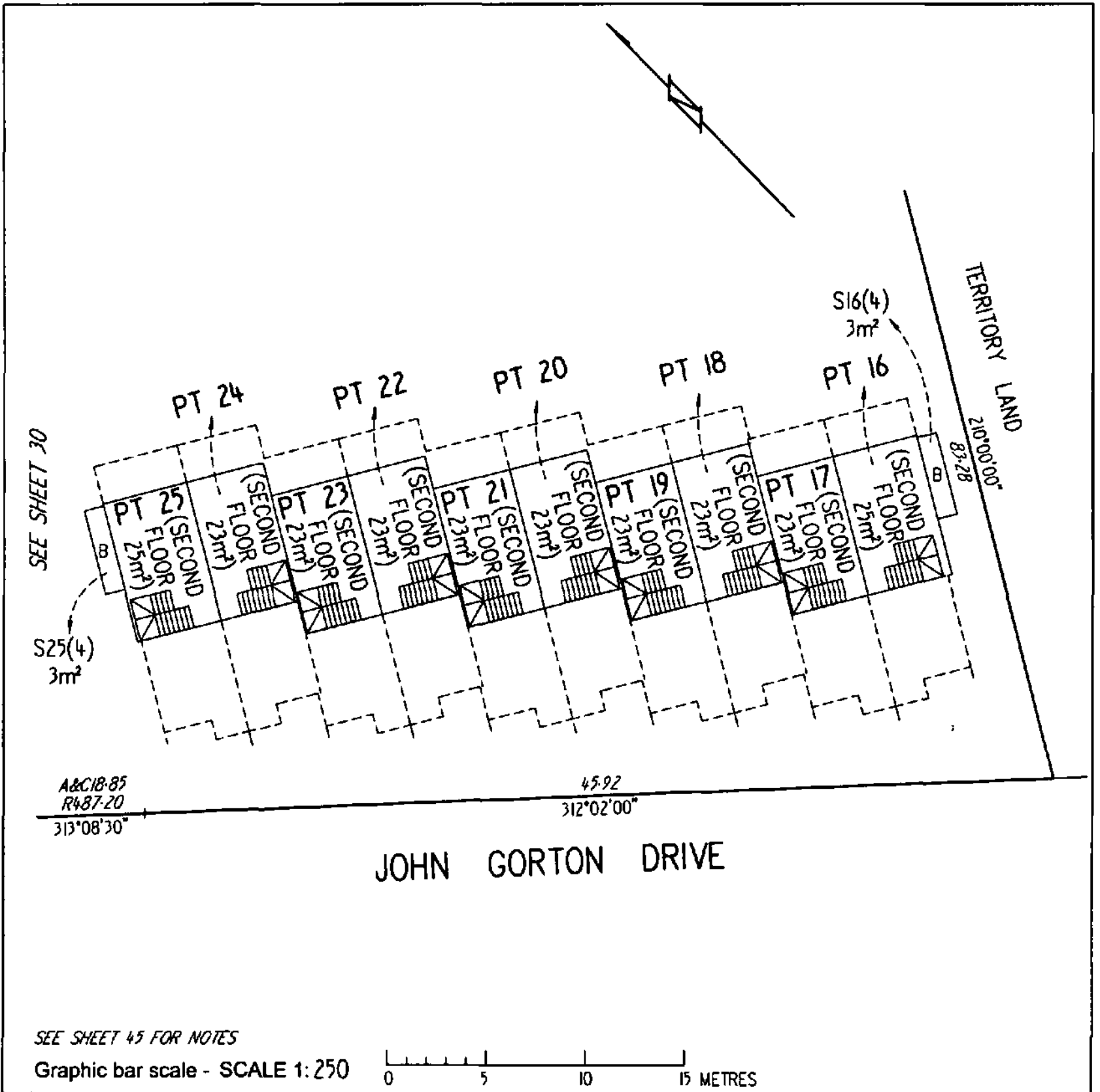
Form 091 - FP

FLOOR PLAN

Division	Section	Block
COOMBS	18	1

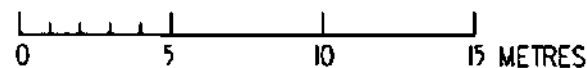
UNITS PLAN No.
4602

FLOOR NUMBER	SECOND
--------------	--------



SEE SHEET 45 FOR NOTES

Graphic bar scale - SCALE 1:250



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ALFONSO DEL RIO pursuant to Power of
Attorney ACT Registration No-0144009

[Signature]

Registered Proprietor

[Signature]

Lyn Tankey Delegate of the
ACT Planning and Land Authority

LAND TITLES

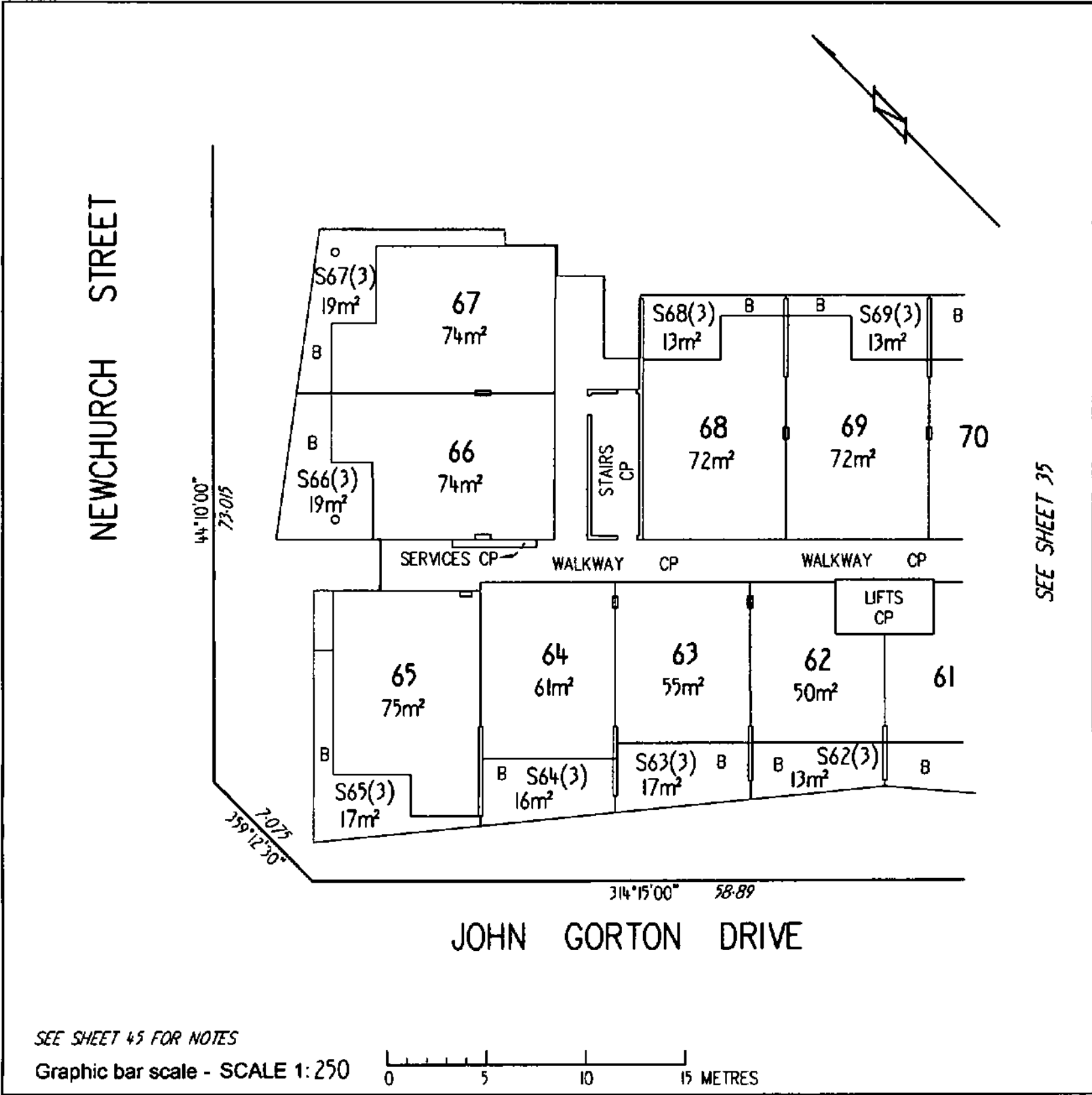
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

Form 091 - FP

FLOOR PLAN

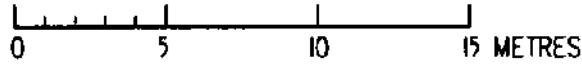
Division	Section	Block	UNITS PLAN No.
COOMBS	18	1	4602

FLOOR NUMBER	SECOND
--------------	--------



SEE SHEET 45 FOR NOTES

Graphic bar scale - SCALE 1:250



MPK Investments Pty Ltd by its attorney
ALFONSO DEL RIO pursuant to Power of
Attorney ACT Registration No 0144009

[Signature]
Registered Proprietor

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

LAND TITLES

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

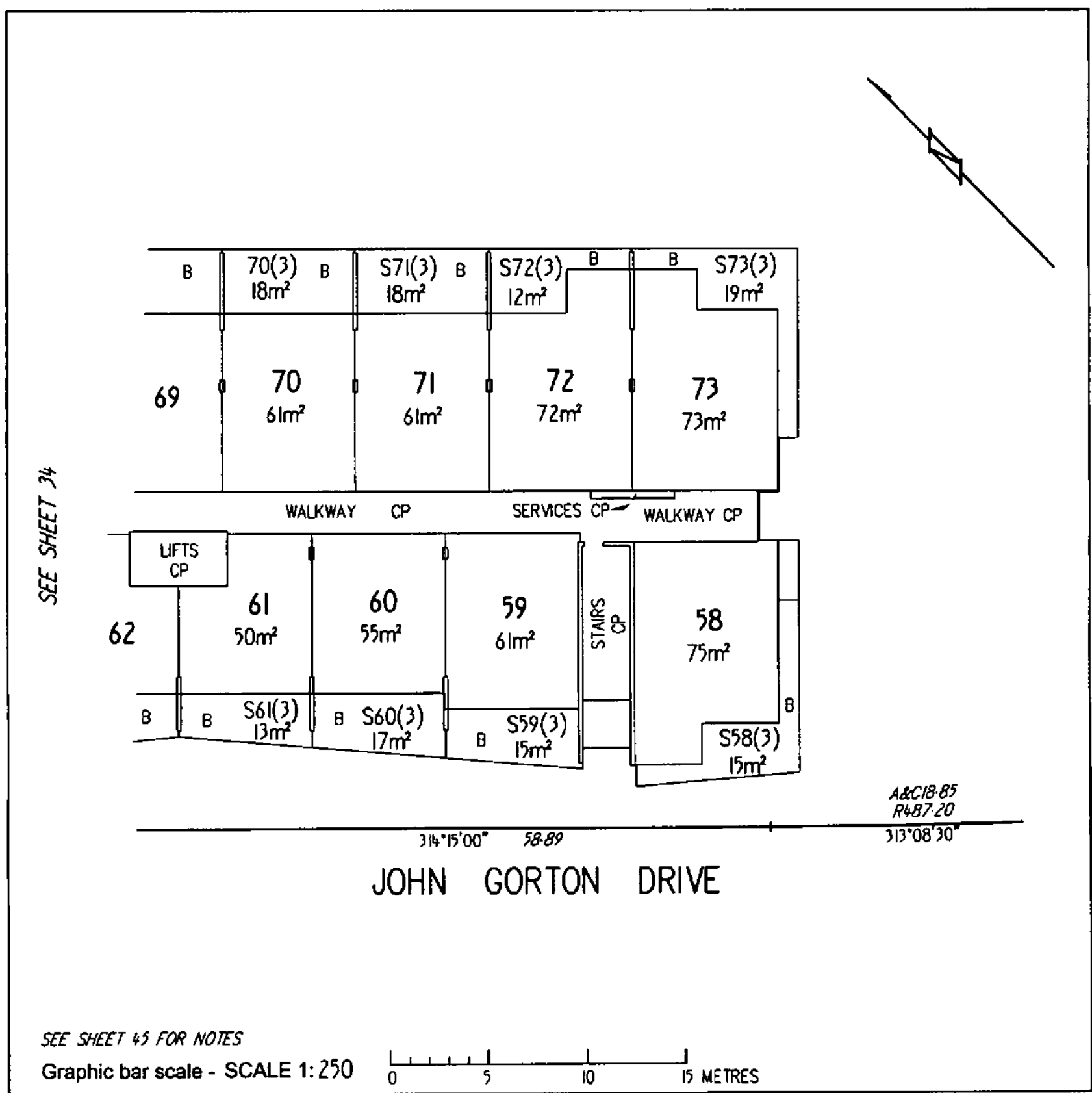
Form 091 - FP

FLOOR PLAN

Division	Section	Block
COOMBS	18	1

UNITS PLAN No.
4602

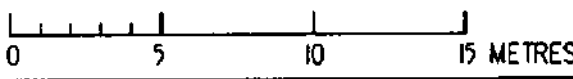
FLOOR NUMBER	SECOND
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A&C18-85
R487-20

SEE SHEET 45 FOR NOTES

Graphic bar scale - SCALE 1:250



MPK Investments Pty Ltd by its attorney
ALFONSO DEL RIO pursuant to Power of
Attorney ACT Registration No-0144009

[Signature]
Registered Proprietor

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

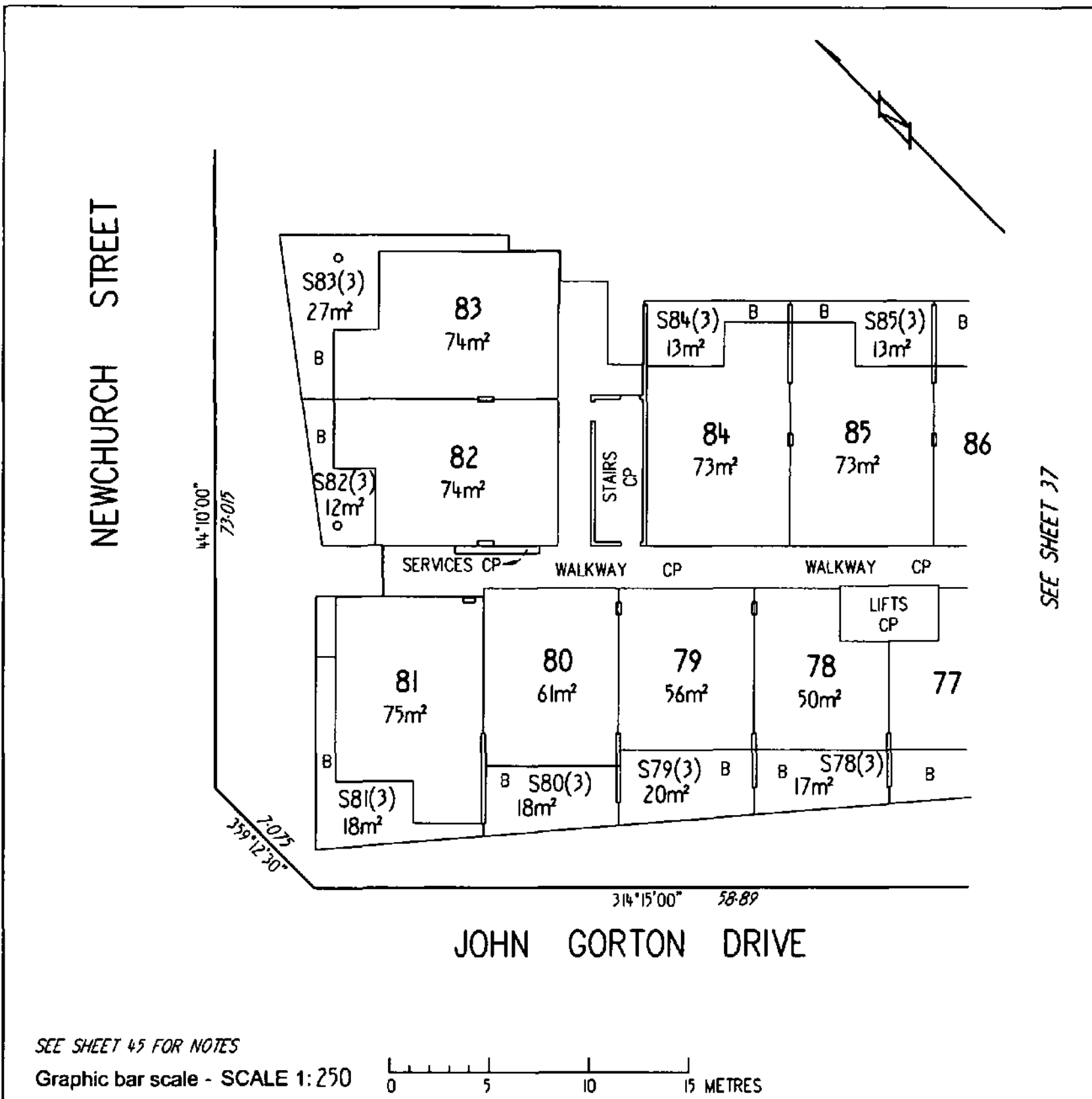
Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	18	1	4602

FLOOR NUMBER	THIRD
--------------	-------



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ALFONSO DEL RIO pursuant to Power of
Attorney ACT Registration No-0144009

[Signature]
Registered Proprietor

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

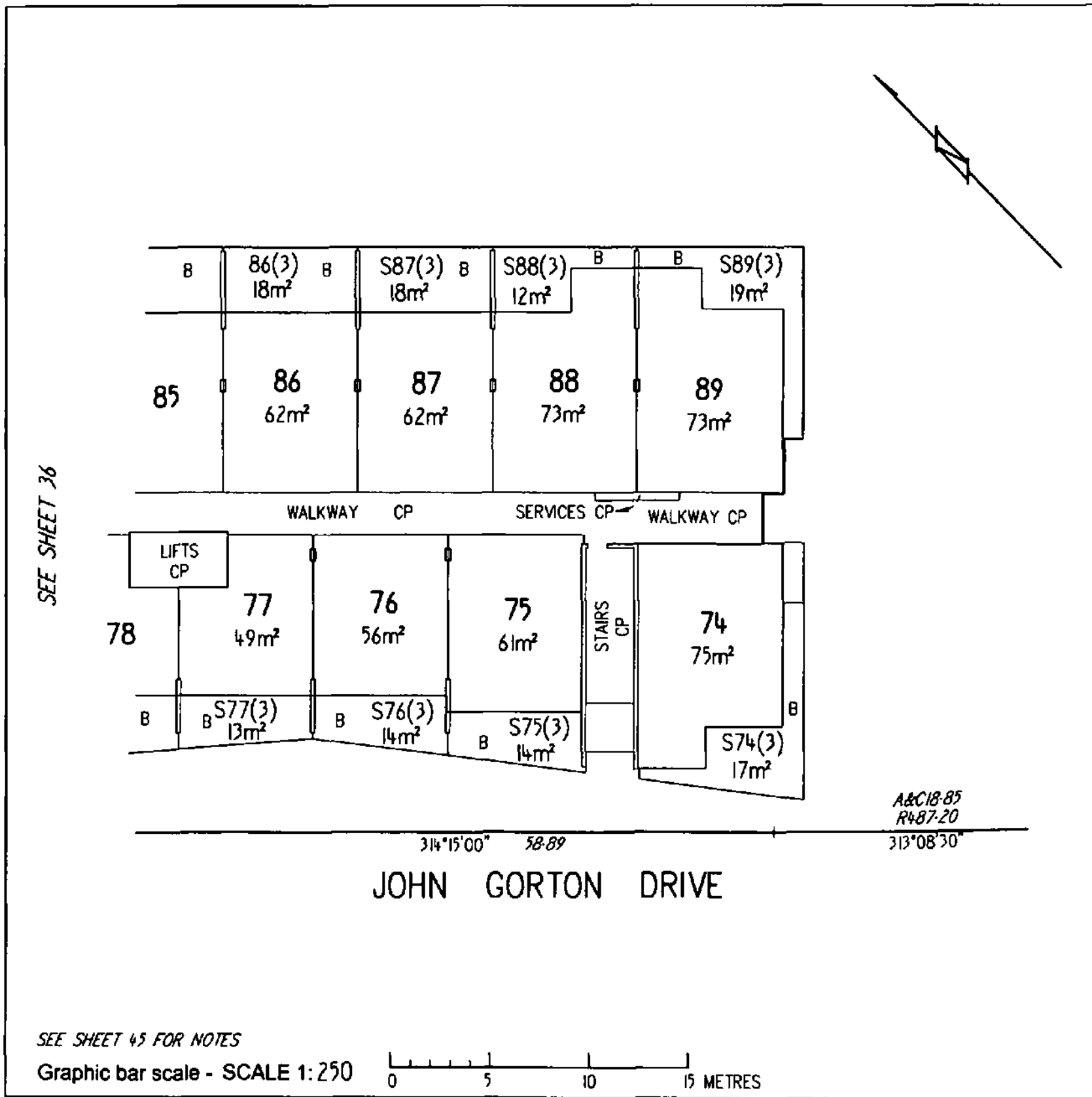
Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

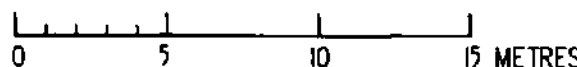
Division	Section	Block	UNITS PLAN No.
COOMBS	18	I	4602

FLOOR NUMBER	THIRD
--------------	-------



SEE SHEET 45 FOR NOTES

Graphic bar scale - SCALE 1:250



MPK Investments Pty Ltd by its attorney
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Attorney ACT Registration No.0144009

[Signature]
Registered Proprietor

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

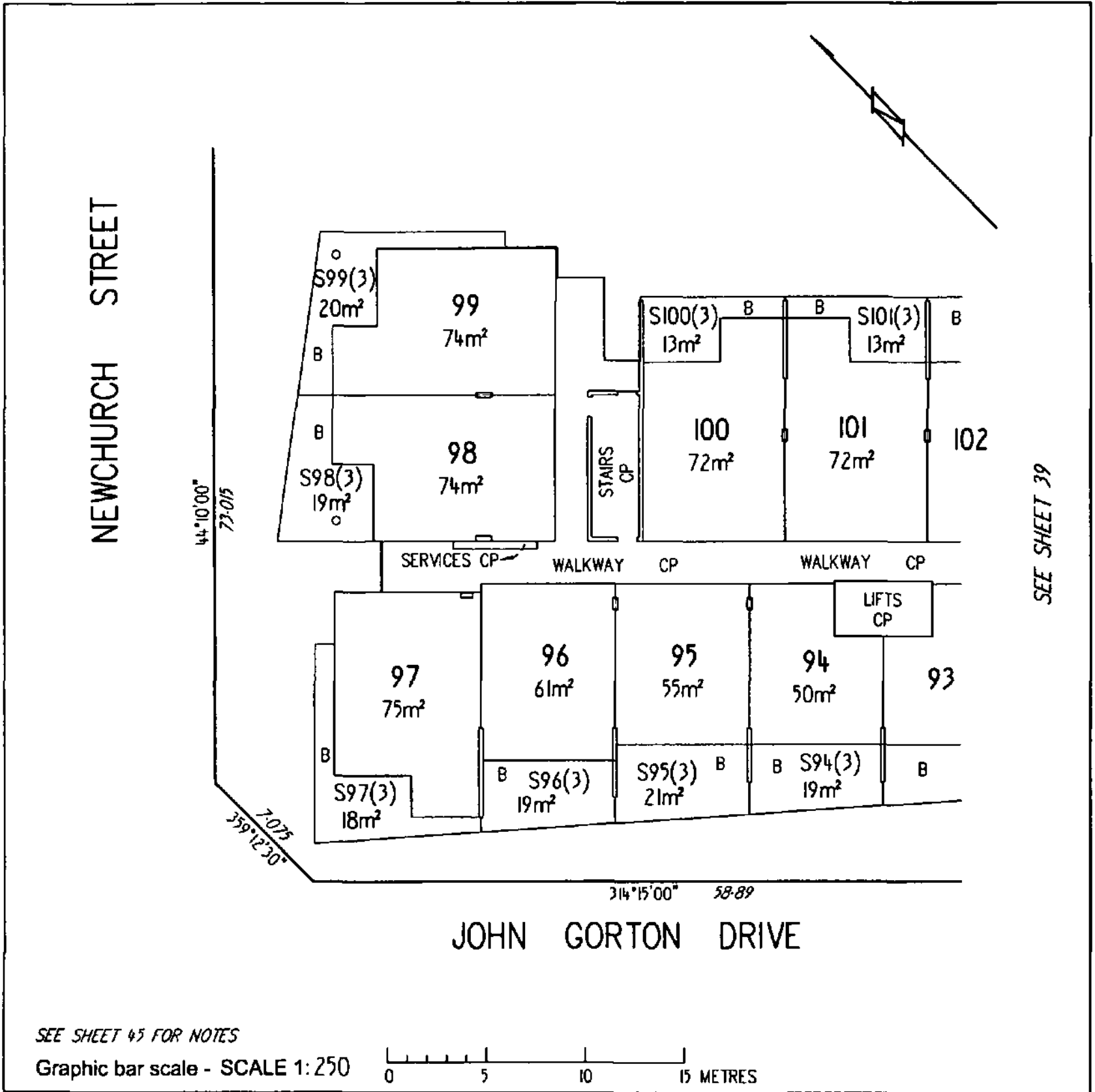
Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

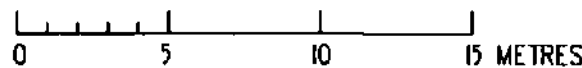
Division	Section	Block	UNITS PLAN No.
COOMBS	18	1	4602

FLOOR NUMBER	FOURTH
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SEE SHEET 45 FOR NOTES

Graphic bar scale - SCALE 1:250



MPK Investments Pty Ltd by its attorney
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[Signature]
Registered Proprietor

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

Form 091 - FP

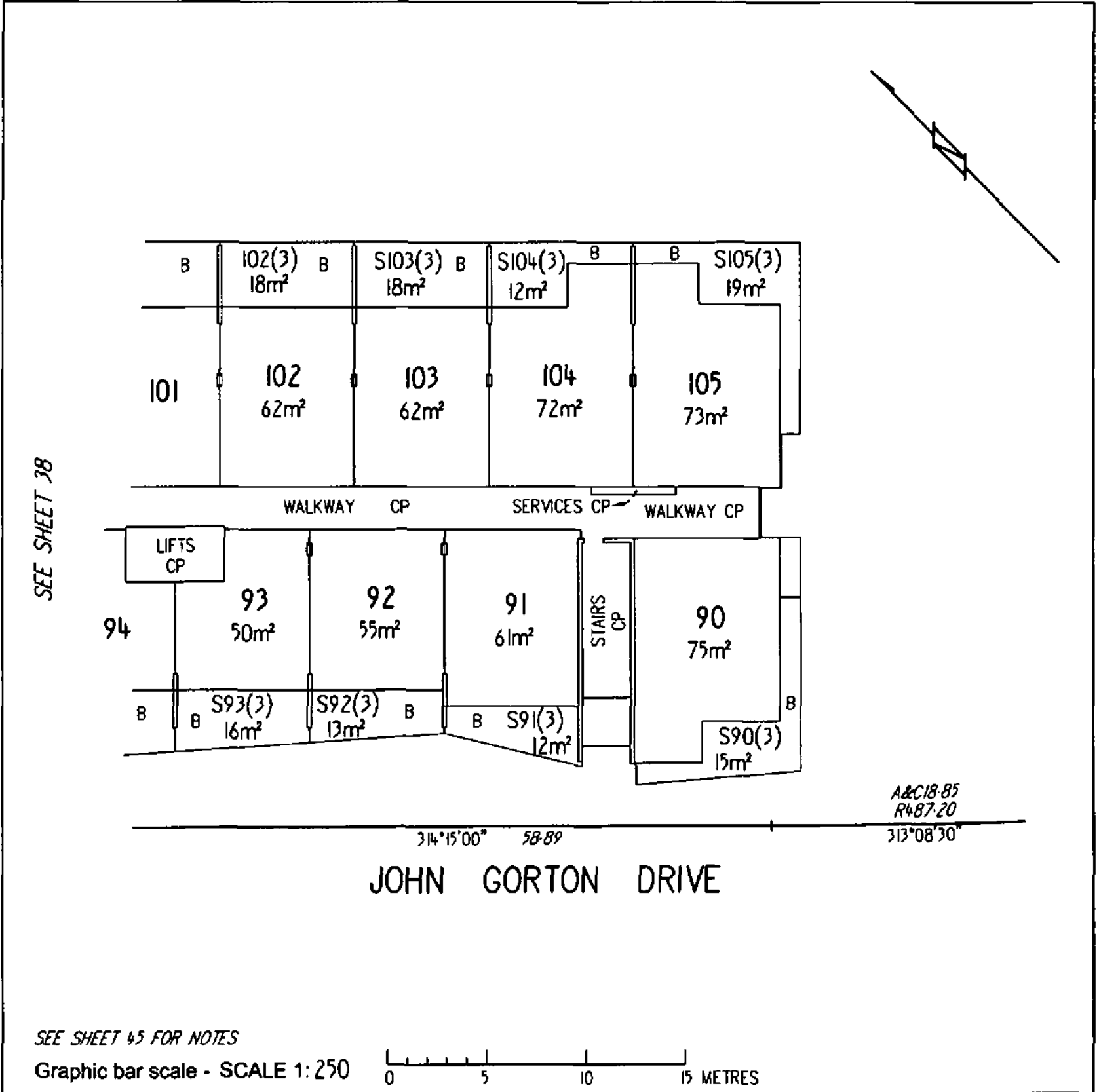
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate



FLOOR PLAN

Division	Section	Block
COOMBS	18	1

UNITS PLAN No.
4602

FLOOR NUMBER	FOURTH
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Form 091 - FP

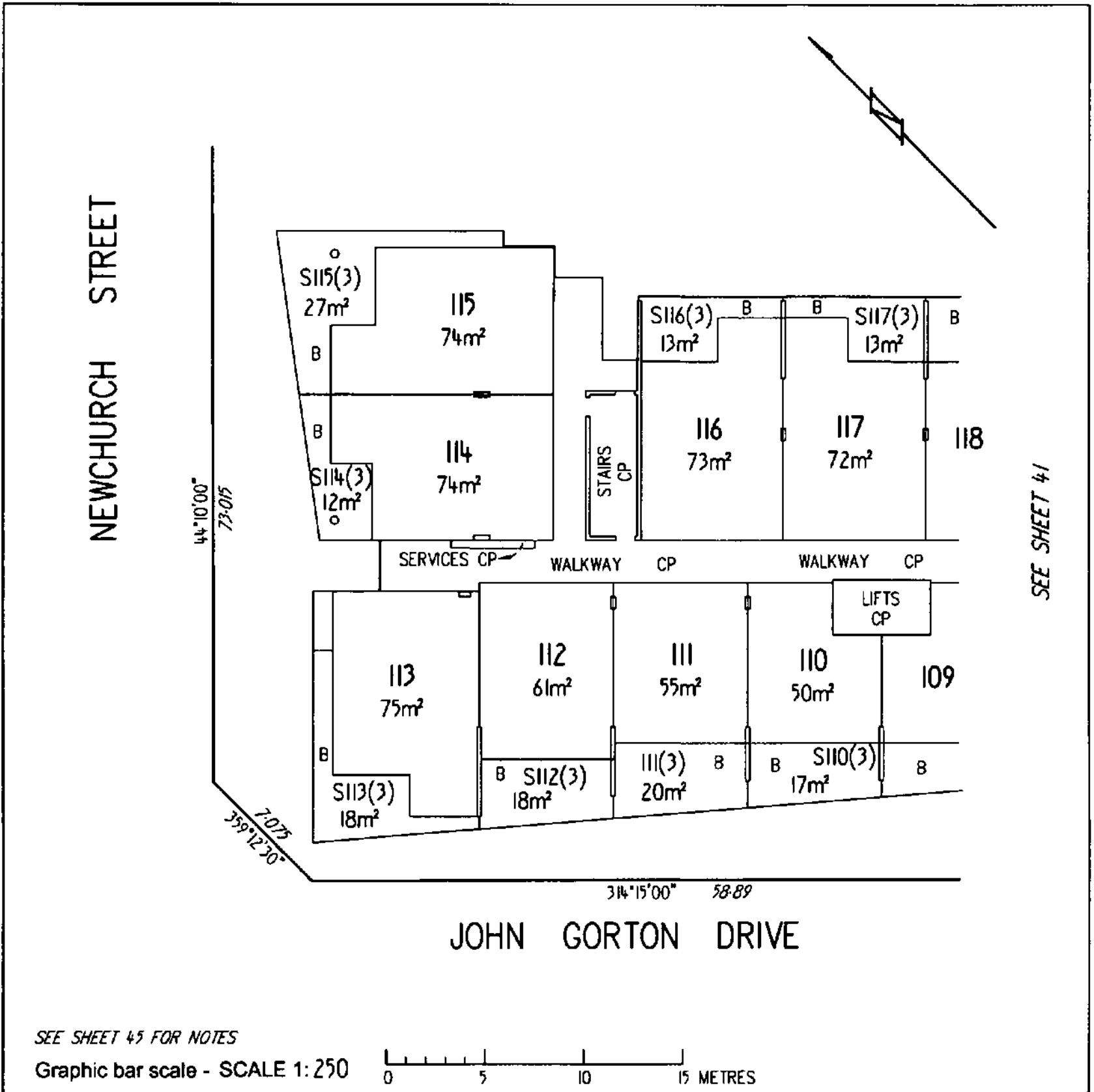
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	18	I

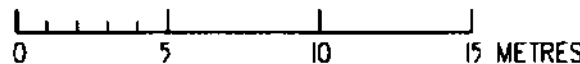
UNITS PLAN No.
4602

FLOOR NUMBER	FIFTH
--------------	-------



SEE SHEET 45 FOR NOTES

Graphic bar scale - SCALE 1:250



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Attorney ACT Registration No-0144009

[Signature]
Registered Proprietor

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

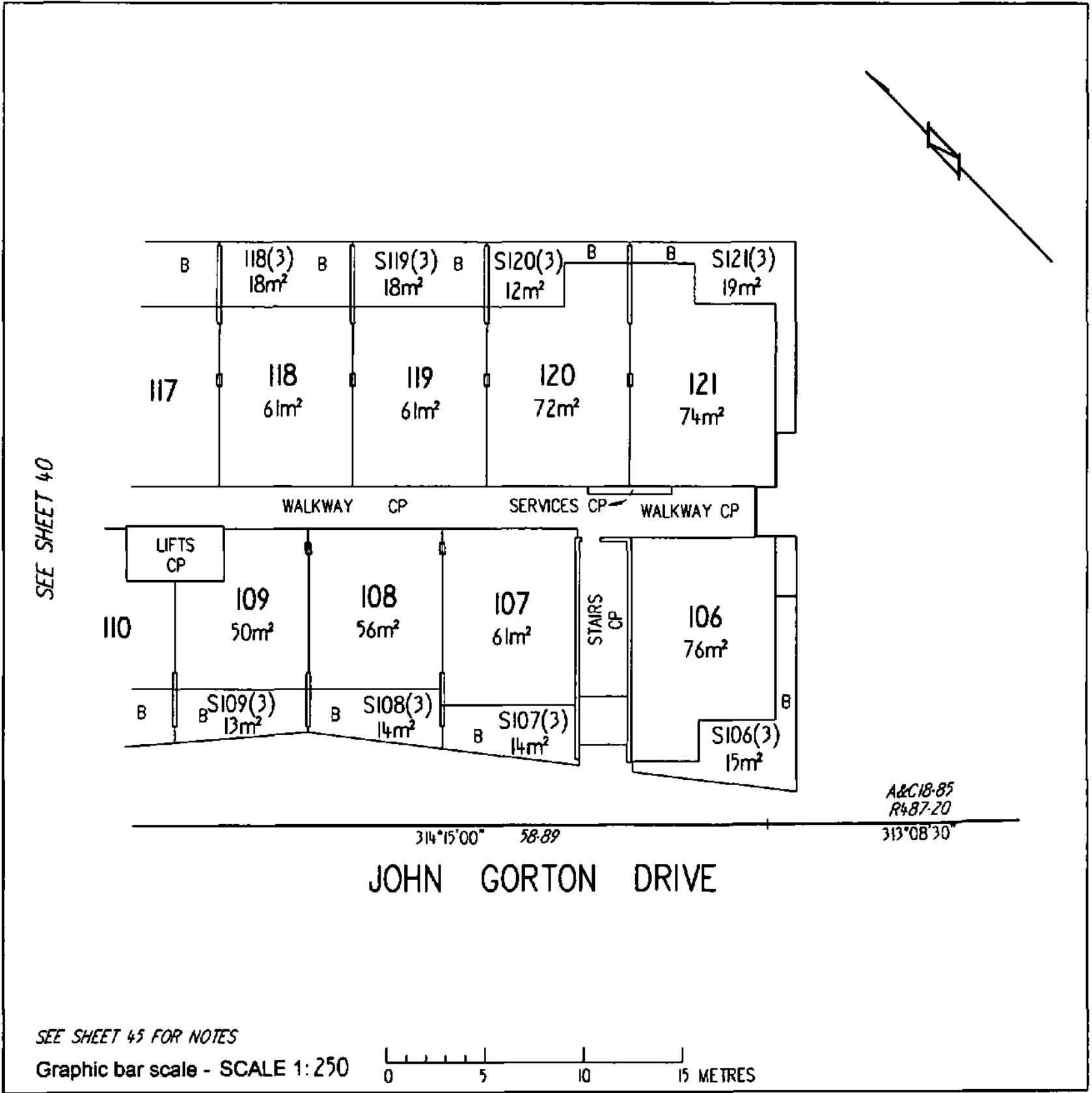
Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	18	1	4602

FLOOR NUMBER	FIFTH
--------------	-------



MPK Investments Pty Ltd by its attorney
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[Signature]
Registered Proprietor

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

Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN


Division	Section	Block
COOMBS	18	1

UNITS PLAN No.
4602

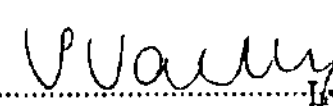
UNIT & SUBSIDIARY INDEX

ADDRESS	UNIT IDENTIFIER				SUBSIDIARIES								
	UNIT No	SHEET No	FLOOR	DOOR No	CAR PARKING		COURTYARD/TERRACE		BALCONY (B)		STORE (R)		SUBSIDIARY TOTAL
					SUB No	SHEET No	SUB No	SHEET No	SUB No	SHEET No	SUB No	SHEET No	
55 WOODBERRY AVENUE	1	20	GROUND	1	S1	20	S2,S3	20	S4	26			4
	2	20	GROUND	2	S1	20	S2,S3	20	S4	26			4
	3	20	GROUND	3	S1	20	S2,S3	20	S4	26			4
	4	20	GROUND	4	S1	20	S2,S3	20	S4	26			4
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	6	21	GROUND	6	S1	21	S2,S3	21	S4	27			4
	7	21	GROUND	7	S1	21	S2,S3	21	S4	27			4
	8	21	GROUND	8	S1	21	S2,S3	21	S4	27			4
	9	21	GROUND	9	S1	21	S2,S3	21	S4	27			4
	10	22	GROUND	10	S1	22	S2,S3	22	S4	28			4
	11	22	GROUND	11	S1	22	S2,S3	22	S4	28			4
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	15	22	GROUND	15	S1	22	S2,S3	22	S4	28			4
2 NEWCHURCH STREET	16	25	GROUND	16	S1,S2	25	S3	25	S4	33			4
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	18	25	GROUND	18	S1,S2	25	S3	25					3
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	40	24	GROUND	40	S1	13	S3	24			S2	13	3

MPK Investments Pty Ltd by its attorney
ALFONSO DEL RIO pursuant to Power of
Attorney ACT Registration No-0144009



Registered Proprietor



.....Lyn Tankey.....
Delegate of the ACT Environment and Sustainable
Development Directorate

Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate


FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	18	1	4602

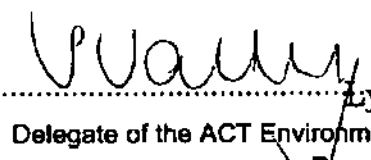
UNIT & SUBSIDIARY INDEX

ADDRESS	UNIT IDENTIFIER				SUBSIDIARIES								SUBSIDIARY TOTAL	
	UNIT No	SHEET No	FLOOR	DOOR No	CAR PARKING (PA)		COURTYARD (CY)		BALCONY (B)		STORE (R)			
					SUB No	SHEET No	SUB No	SHEET No	SUB No	SHEET No	SUB No	SHEET No		
2 NEWCHURCH STREET	41	24	GROUND	41	SI	13		S3	24			S2	13	3
	42	30	FIRST	42	SI	17				S3	30	S2	17	3
	43	30	FIRST	43	SI	14				S3	30	S2	14	3
	44	30	FIRST	44	SI	14				S3	30	S2	14	3
	45	30	FIRST	45	SI	14				S3	30	S2	14	3
	46	29	FIRST	46	SI	14				S3	29	S2	14	3
	47	29	FIRST	47	SI	15				S3	29	S2	15	3
	48	29	FIRST	48	SI	15				S3	29	S2	15	3
	49	29	FIRST	49	SI	17				S3	29	S2	17	3
	50	29	FIRST	50	SI	9				S3	29	S2	11	3
	51	29	FIRST	51	SI	17				S3	29	S2	17	3
	52	29	FIRST	52	SI	17				S3	29	S2	17	3
	53	29	FIRST	53	SI	17				S3	29	S2	17	3
	54	30	FIRST	54	SI	9				S3	30	S2	12	3
	55	30	FIRST	55	SI	10				S3	30	S2	12	3
	56	30	FIRST	56	SI	17				S3	30	S2	17	3
	57	30	FIRST	57	SI	18				S3	30	S2	18	3
	58	35	SECOND	58	SI	18				S3	35	S2	18	3
	59	35	SECOND	59	SI	15				S3	35	S2	15	3
	60	35	SECOND	60	SI	15				S3	35	S2	15	3
	61	35	SECOND	61	SI	15				S3	35	S2	15	3
	62	34	SECOND	62	SI	15				S3	34	S2	15	3
	63	34	SECOND	63	SI	15				S3	34	S2	15	3
	64	34	SECOND	64	SI	17				S3	34	S2	17	3
	65	34	SECOND	65	SI	18				S3	34	S2	18	3
	66	34	SECOND	66	SI	18				S3	34	S2	18	3
	67	34	SECOND	67	SI	19				S3	34	S2	19	3
	68	34	SECOND	68	SI	19				S3	34	S2	19	3
	69	34	SECOND	69	SI	19				S3	34	S2	19	3
	70	35	SECOND	70	SI	10				S3	35	S2	12	3
	71	35	SECOND	71	SI	10				S3	35	S2	12	3
	72	35	SECOND	72	SLS4	19,15				S3	35	S2,S3	19,15	5
	73	35	SECOND	73	SI	11				S3	35	S2	11	3
	74	37	THIRD	74	SI	11				S3	37	S2	11	3
	75	37	THIRD	75	SI	16				S3	37	S2	16	3
	76	37	THIRD	76	SI	16				S3	37	S2	16	3
	77	37	THIRD	77	SI	8				S3	37	S2	8	3
	78	36	THIRD	78	SI	8				S3	36	S2	8	3
	79	36	THIRD	79	SI	8				S3	36	S2	8	3
	80	36	THIRD	80	SI	8				S3	36	S2	8	3

MPK Investments Pty Ltd by its attorney
ALFONSO DEL RIO pursuant to Power of
Attorney ACT Registration No-0144009



Registered Proprietor



Lyn Tankey
Delegate of the ACT Environment and Sustainable
Development Directorate

LAND TITLES

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

Form 091 - FP


FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	18	1	4602

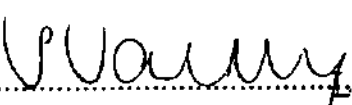
UNIT & SUBSIDIARY INDEX

ADDRESS	UNIT IDENTIFIER				SUBSIDIARIES								
	UNIT No	SHEET No	FLOOR	DOOR No	CAR PARKING (PA)		COURTYARD (CY)		BALCONY (B)		STORE (R)		SUBSIDIARY TOTAL
					SUB No	SHEET No	SUB No	SHEET No	SUB No	SHEET No	SUB No	SHEET No	
2 NEWCHURCH STREET	81	36	THIRD	81	SI	11			S3	36	S2	11	3
	82	36	THIRD	82	SI	12			S3	36	S2	12	3
	83	36	THIRD	83	SI	12			S3	36	S2	12	3
	84	36	THIRD	84	SI	12			S3	36	S2	12	3
	85	36	THIRD	85	SI	12			S3	36	S2	12	3
	86	37	THIRD	86	SI	10			S3	37	S2	12	3
	87	37	THIRD	87	SI	5			S3	37	S2	18	3
	88	37	THIRD	88	SI	0			S3	37	S2	13	3
	89	37	THIRD	89	SI	0			S3	37	S2	13	3
	90	39	FOURTH	90	SI	4			S3	39	S2	4	3
	91	39	FOURTH	91	SI	8			S3	39	S2	8	3
	92	39	FOURTH	92	SI	8			S3	39	S2	8	3
	93	39	FOURTH	93	SI	8			S3	39	S2	8	3
	94	38	FOURTH	94	SI	9			S3	38	S2	9	3
	95	38	FOURTH	95	SI	9			S3	38	S2	9	3
	96	38	FOURTH	96	SI	9			S3	38	S2	9	3
	97	38	FOURTH	97	SI	4			S3	38	S2	18	3
	98	38	FOURTH	98	SI	5			S3	38	S2	18	3
	99	38	FOURTH	99	SI	5			S3	38	S2	18	3
	100	38	FOURTH	100	SI	5			S3	38	S2	18	3
	101	38	FOURTH	101	SI	4			S3	38	S2	18	3
102	39	FOURTH	102	SI	5			S3	39	S2	18	3	
103	39	FOURTH	103	SI	5			S3	39	S2	18	3	
104	39	FOURTH	104	SI	4			S3	39	S2	18	3	
105	39	FOURTH	105	SI	5			S3	39	S2	18	3	
106	41	FIFTH	106	SI	5			S3	41	S2	18	3	
107	41	FIFTH	107	SI	9			S3	41	S2	9	3	
108	41	FIFTH	108	SI	9			S3	41	S2	9	3	
109	41	FIFTH	109	SI	9			S3	41	S2	9	3	
110	40	FIFTH	110	SI	9			S3	40	S2	9	3	
111	40	FIFTH	111	SI	10			S3	40	S2	12	3	
112	40	FIFTH	112	SI	9			S3	40	S2	9	3	
113	40	FIFTH	113	SI	10			S3	40	S2	10	3	
114	40	FIFTH	114	SI	8			S3	40	S2	11	3	
115	40	FIFTH	115	SI	8			S3	40	S2	11	3	
116	40	FIFTH	116	SI	8			S3	40	S2	11	3	
117	40	FIFTH	117	SI	0			S3	40	S2	0	3	
118	41	FIFTH	118	SI	5			S3	41	S2	18	3	
119	41	FIFTH	119	SI	16			S3	41	S2	18	3	
120	41	FIFTH	120	SI	0			S3	41	S2	0	3	
121	41	FIFTH	121	SI	9			S3	41	S2	12	3	

MPK Investments Pty Ltd by its attorney
ALFONSO DEL RIO pursuant to Power of
Attorney ACT Registration No-0144009



Registered Proprietor



.....Lyn Tankey.....
Delegate of the ACT Environment and Sustainable
Development Directorate

Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	18	1	4602

LEGEND and SPECIFICATION SHEET

NOTES:

- CP - DENOTES COMMON PROPERTY
- PC - DENOTES CAR PARKING AREA (CARPORT)
- GA - DENOTES CAR PARKING AREA (GARAGE)
- PA - DENOTES CAR PARKING AREA
- CY - DENOTES COURTYARD
- B - DENOTES BALCONY
- C - DENOTES COLUMN
- T - DENOTES TERRACE
- Ø - DENOTES PORCH
- ⊙ - DENOTES UNIT SUBSIDIARY THROUGH CENTRELINE OF COLUMN
- DENOTES UNIT SUBSIDIARY ALONG FACE OF COLUMN
- R - DENOTES METAL STOREROOM
- GE - DENOTES BRICK GARBAGE ENCLOSURE
- WM - DENOTES WATER METER/BOOSTER ENCLOSURE
- * - DENOTES UNIT SUBSIDIARY ALONG FACE OF WALL

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

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

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

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

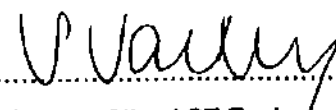
UNIT AREAS SHOWN ARE FOR THE PURPOSES OF THIS UNITS PLAN ONLY AND MUST NOT BE USED FOR ANY OTHER PURPOSE

FOR UNITS THAT HAVE PARTS, THE AREA FOR THE STAIRWELL PENETRATION ON THE UPPER FLOOR HAS NOT BEEN INCLUDED IN THE FLOOR AREA

MPK Investments Pty Ltd by its attorney
ALFONSO DEL RIO pursuant to Power of
Attorney ACT Registration No-0144009



Registered Proprietor



.....Lyn Tankey.....
Delegate of the ACT Environment and Sustainable
Development Directorate

FORM 4

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 4602

Block 1 Section 18 Division of COOMBS

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

1. The term of the lease of each of the units expires on the twenty second day of December Two thousand one hundred and fourteen.
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 – 121 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows:
 - (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
 - (b) to use the unit as a single dwelling only;
 - (c) not to use any unit subsidiary to that unit as a habitation;
 - (d) the Lessee shall not without the prior written consent of the Authority install or use a solid fuel heating system on the premises;
 - (e) not to make any structural alterations to the unit without the previous approval in writing of the Authority, except where exempt by law;
 - (f) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority the unit excluding any defined parts under the provisions of the Unit Titles Act 2001;
 - (g) if and whenever the Lessee fails to maintain repair or keep in repair the unit the Authority may by notice in writing to the

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Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement is beyond reasonable repair the Authority may require the Lessee to remove a building or part of a building or other improvement and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Lessee has not effected the said repairs or removed the said building part of the building or other improvement any person or persons duly authorised by the Authority with such equipment as is necessary may enter the unit and effect the said repairs or demolish and remove the building part of the building or other improvement and all expenses incurred by the Authority in effecting such repairs or demolition and removal 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;

- (h) to permit any person or persons authorised by the Authority to enter the unit at all reasonable times and in any reasonable manner and inspect the unit;
- (i) to pay to the Authority or any statutory authority the proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the Planning and Development Act 2007 and the Unit Titles Act 2001;
- (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 premises is suitably screened from public view;
- (k) that the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;

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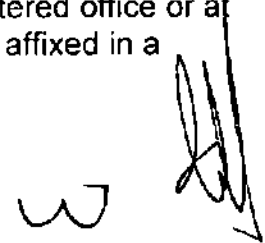
- (l) all minerals on or in the unit and the right to the use, flow and control of ground water under the surface of the unit are reserved to the Territory.

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

- (a) 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;
- (b) 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 or other moneys 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 commit or suffer a breach of any other covenant contained or implied in this lease;

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;

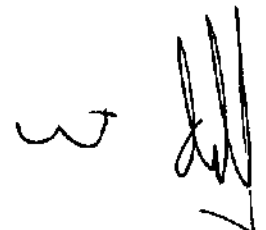
- (c) that acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 4(b)(i), (ii) or (iii) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;
- (d) that any extension of the term of all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
- (e) 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 its registered office or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the unit;

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- (f) 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 the 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) "class" for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- (d) "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;
- (e) "dwelling":
 - (i) means a class 1 building, or a self-contained part of a class 2 building, that:
 - (A) includes the following that are accessible from within the building, or the self-contained part of the building:
 - (1) not more than 2 kitchens;
 - (2) at least 1 bath or shower;
 - (3) at least 1 toilet pan; and
 - (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and

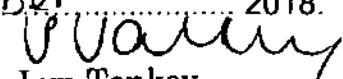


- (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;
- (f) "Lessee" shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said 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;
- (g) "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;
- (h) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (i) "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);
- (j) "unit" means the parcel of land and the building and other improvements including any unit subsidiaries constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (k) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (l) words in the singular include the plural and vice versa;
- (m) words importing one gender include the other genders;




- (n) 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 the Fifth day of December 2018.


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

LESSEE: **M.P.K. INVESTMENTS PTY LIMITED A.C.N. 059 564 279**
by its attorney ALFONSO DEL RIO pursuant
to Power of Attorney ACT Registration
No. 0144009

Witness:


Amanda Leigh Noy



FORM 5


Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 4602

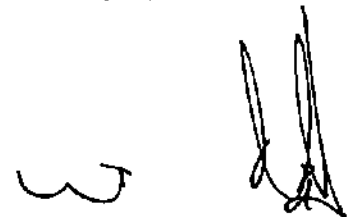
Block 1 Section 18 Division of COOMBS

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

1. The term of the lease expires on the twenty second day of December Two thousand one hundred and fourteen.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Owners – Units Plan No. 4602 (“the Owners Corporation”) covenants with the 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 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 Owners Corporation;
 - (b) to use the common property for some or all of the following uses; carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other use approved by the Owners Corporation **PROVIDED THAT** these uses are consistent with the permitted purposes of the units;
 - (c) the Owners Corporation shall not without the prior written consent of the Authority install or use a solid fuel heating system on the premises;
 - (d) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Authority, except where exempt by law;

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- (e) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the parcel of land forming the common property;
- (f) except where necessary for compliance with Clause 3(e) of this clause 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 parcel of land forming the common property without the previous approval in writing of the Authority;
- (g) if and whenever the Owners Corporation fails to maintain repair or keep in repair any building part of a building landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the parcel of land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the wants of repairs require the Owners Corporation to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement or any part or parts of the services are beyond reasonable repair the Authority may require the Owners Corporation to remove a building part of a building or improvement or to replace the part or parts of the services if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Owners Corporation has not effected the said repairs or removed the said building part of the building or the improvement or replaced the part or parts of the services any person or persons duly authorised by the Authority with such equipment as is necessary may enter the common property and effect the said repairs or demolish and remove the building part of the building or the improvement or replace the part or parts of the service and all expenses incurred by the Authority in effecting such repairs or demolition or removal or replacement 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;


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- (h) to permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the parcel of land forming the common property;
- (i) that the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- (j) that the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;
- (k) all minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.

4. It is mutually covenanted and agreed by the Commonwealth 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 the term of 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


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

5. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "owners corporation" means the body corporate under the name of 'The Owners – Units Plan No. *4602* ";
- (d) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (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;

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- (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 the Fifth day of December 2018.



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

LESSEE: **M.P.K. INVESTMENTS PTY LIMITED A.C.N. 059 564 279**

by its attorney ALFONSO DEL RIO pursuant
to Power of Attorney ACT Registration
No. 0144009

Witness: 

Amanda Leigh Noy





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	109	Block	1	Section	18	Suburb	COOMBS
-------------	------------	--------------	----------	----------------	-----------	---------------	---------------

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? Certificate Number: 80516	()	()
(N/A ex-Government House) <input type="text" value="N/A"/> Dated: 15-NOV-18		

Please Note: Compliance Certificate 80516 (issued 18/11/2018) was issued under a previous Crown Lease. 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)

Applicant's Name : Kayla Brewer
E-mail Address : kayla.brewer@lexmerca.com.au
Client Reference : 60572

Date: 11-JUN-26 08:24:09



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

11-JUN-2026 08:24

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 3

INFORMATION ABOUT THE PROPERTY

COOMBS Section 18/Block 1/Unit 109

Building Class: A

Area(m2): 9,758.8

Unimproved Value: \$7,580,000

Year: 2025

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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



STATUTORY PLANNING
 DEVELOPMENT SOLUTIONS BRANCH
 480 Northbourne Avenue
 DICKSON ACT 2601

11-JUN-2026 08:24

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

Page 2 of 3

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA201629024 **Lodged** 29-FEB-16 **Type** See Subclass

-- Application Details -----

Description

MULTI DWELLING-121 UNIT DEVELOPMENT. Proposed construction of a 25 terrace and an on-podium 96 unit apartment complex with basement and car parking. Lease variation - see application for full details.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Molonglo Valley	Coombs	18	1-1	

-- Involved Parties -----

Role	Name
Lessee	Mpk Investments Pty Ltd
Lessee	Land Development Agency
Applicant	Kasperek Architects
Representor	Cvjeticanin, R
Representor	Price, M
Representor	Thompson, D & M
Representor	Didier, G
Representor	Kutar
Representor	Conlon, W & S
Representor	Sengchansavang, A
Representor	Sirimanotham, L

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

Application DA201425920 **Lodged** 14-JUL-14 **Type** See Subclass

-- Application Details -----

Description

TEMPORARY SIGNAGE. Proposed installation for a temporary billboard sign within the road verge adjacent to Block 1, Section 18 Coombs. Sign proposed measures 9.6m x 3m and is 5.2m in overall height.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Molonglo Valley	Coombs	18	1-1	

-- Involved Parties -----

Role	Name
Lessee	Territory And Municipal Servie
Applicant	Resolution Planning

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

11-JUN-2026 08:24

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 3

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

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

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

ACT Government records indicate that 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

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 -----

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

The Owners - Units Plan No. 4602

Unit No: 109

Lot No: 109

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: **62**

Total Building Entitlements: **10,000**

Managing Agent

Name and address of manager (if any) appointed under Section 50 is: **SIGNATURE STRATA
17/11 National Circuit
BARTON ACT 2600**

Contact Phone Number: **0261850347**

Corporation's records can be inspected at

Address: **SIGNATURE STRATA
17/11 National Circuit
BARTON ACT 2600**

Contact Phone Number: **0261850347**

Members of Corporation's executive committee

Office	Name	Address
--------	------	---------

Chairperson

Secretary

Treasurer

Committee

Corey Thomson

6/55 Woodberry Avenue
COOMBS ACT 2611

Kristina Kalfic

76/2 Newchurch Street
COOMBS 2611

Thomas Webster

94/2 Newchurch Street
COOMBS ACT 2611

Keegan Street

33/2 Newchurch Street
Coombs ACT 2611

UNIT TITLE SALE CERTIFICATE**Section 119 (1) (a)****Units Plan No. 4602 - Unit 109****Funds Details****Contributions payable to Administration Fund:**Total amount last determined with respect of the unit **\$1,373.04**Number of instalments payable **4****Instalment Details:-**

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/12/25 to 28/02/26	343.26	05/03/26	09/03/26	0.00	05/03/26
01/03/26 to 31/05/26	343.26	01/05/26	05/05/26	0.00	01/05/26
01/06/26 to 31/08/26	343.26	01/08/26		0.00	01/08/26
01/09/26 to 30/11/26	343.26	01/11/26		0.00	01/11/26

Amount (if any) outstanding (credit shown with -) **Nil**Paid to **31/05/26****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 **Nil**Number of instalments payable **4****Instalment Details:-**

Period	Amount	Due Date	Date Paid	Discount	If Paid By
--------	--------	----------	-----------	----------	------------

Amount (if any) outstanding (credit shown with -) **Nil**Paid to **30/11/22****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
SF - Apartments	01/12/25 to 28/02/26	272.66	05/03/26	09/03/26	0.00	05/03/26
AF - Apartments	01/12/25 to 28/02/26	256.35	05/03/26	09/03/26	0.00	05/03/26
SF - Apartments	01/03/26 to 31/05/26	272.66	01/05/26	05/05/26	0.00	01/05/26
AF - Apartments	01/03/26 to 31/05/26	256.35	01/05/26	05/05/26	0.00	01/05/26
SF - Apartments	01/06/26 to 31/08/26	272.66	01/08/26		0.00	01/08/26
AF - Apartments	01/06/26 to 31/08/26	256.35	01/08/26		0.00	01/08/26
SF - Apartments	01/09/26 to 30/11/26	272.66	01/11/26		0.00	01/11/26
AF - Apartments	01/09/26 to 30/11/26	256.35	01/11/26		0.00	01/11/26

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

UNIT TITLE SALE CERTIFICATE**Section 119 (1) (a)****Units Plan No. 4602 - Unit 109**

Other amounts owing

Rate of interest payable	10.00	per cent		Interest Owing	Nil
Purpose		Fund	Amount	Due Date	Amount Due

Amount (if any) outstanding (credit shown with -) **Nil**Total amount due and payable as at the date of this Certificate (credit shown with -): **Nil****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 Strata Insurance	HU0000020850	73,384,500.00	13/05/27		70,546.31
<i>LOSS OF RENT</i> Chu Strata Insurance	HU0000020850	11,007,675.00	13/05/27		
<i>BUILDING CATASTROPHE</i> Chu Strata Insurance	HU0000020850	11,007,675.00	13/05/27		
<i>PUBLIC LIABILITY</i> Chu Strata Insurance	HU0000020850	20,000,000.00	13/05/27		
<i>FIDELITY GUARANTEE</i> Chu Strata Insurance	HU0000020850	250,000.00	13/05/27		
<i>OFFICE BEARERS</i> Chu Strata Insurance	HU0000020850	10,000,000.00	13/05/27		
<i>VOLUNTARY WORKERS</i> Chu Strata Insurance	HU0000020850	\$208,500.00 / \$2,000 P/W	13/05/27		
<i>GOVT AUDIT COSTS</i> Chu Strata Insurance	HU0000020850	25,000.00	13/05/27		
<i>APPEAL EXPENSES</i> Chu Strata Insurance	HU0000020850	100,000.00	13/05/27		
<i>MACHINERY BREAKDOWN</i> Chu Strata Insurance	HU0000020850	100,000.00	13/05/27		
<i>LOT OWNERS FIXTURES</i> Chu Strata Insurance	HU0000020850	250,000.00	13/05/27		
<i>WORKERS COMPENSATION</i> CGU Insurance	O/24-2207	Selected	13/11/26		279.95
<i>COMMON AREA CONTENTS</i> Chu Strata Insurance	HU0000020850	733,845.00	13/05/27		
<i>LEGAL DEFENSE</i> Chu Strata Insurance	HU0000020850	50,000.00	13/05/27		

Fund Balances

Balances as at: 19 June 2026

Administrative Fund	23,831.78
Sinking Fund	-1,844.17
Af - Apartments	25,981.03

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 4602 - Unit 109

Fund Balances

Balances as at: 19 June 2026

Sf - Townhouses	193,750.39
Sf - Apartments	644,405.04
Af - Townhouses	16,285.01

Developer Control Period

Developer Control Period Expiry Date: Yes

Borrowed Money

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

Sustainability Infrastructure

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

Crown Lease Extension Application

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

No

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 4602 - Unit 109

Ongoing Development Approval

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

Every units plan will be impacted by a development approval at its inception and on an ongoing basis. Conditions of any development approval must be taken into account when unit owners or the owners corporation seek to make changes to units or the units plan.

Any proposed works on a unit or the common property may require owners corporation and/or approval from the planning and land authority (ACT Government). We recommend you contact Access Canberra to request a copy/copies of relevant development approvals. An e-mail may be sent to acepdcustomerservices@act.gov.au to make this request.

It is beyond the capacity of the owners corporation/strata manager for the purposes of this certificate to provide all development approvals that may impact the units plan.

Embedded Network

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

(i) Which utility service the embedded network applies to

ELECTRICITY

(ii) The name of the embedded network provider

ORIGIN

DMcCarthy



Dated at Canberra the **19 June 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	HU0000020850
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	13/05/2026 to 13/05/2027 at 4:00pm
The Insured	THE OWNERS - UNITS PLAN NO.4602
Situation	2 NEWCHURCH STREET COOMBS ACT 2611
Additional description	2 NEWCHURCH STREET AND 55 WOODBERRY AVENUE COOMBS ACT 2611

Sections

Section 1 – Insured Property

Building: \$73,384,500

Common Area Contents: \$733,845

Loss of Rent & Temporary Accommodation (total payable): \$11,007,675

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

Optional Extensions:

Catastrophe Insurance Sum Insured: \$11,007,675

Extended Cover - Loss of Rent & Temporary Accommodation: \$1,651,151

Escalation in Cost of Temporary Accommodation: \$550,383

Cost of Removal, Storage and Evacuation: \$550,383

Machinery Breakdown: \$100,000

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

Section 2 – Liability to Others

Sum Insured: \$20,000,000

Section 3 – Voluntary Workers

Death: \$300,000

Total Disablement: \$3,000 per week

Section 4 – Fidelity Guarantee

Sum Insured: \$250,000

Section 5 – Office Bearers' Legal Liability

Sum Insured: \$10,000,000

Section 6 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

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



Legal Defence Expenses: \$50,000

Flood Cover is included.

Date Printed

04/05/2026

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

Insurance Valuation Report

For
Odin

2 Newchurch Street, Coombs ACT 2602

Scheme Number: 4620



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 218693

05 March 2025

Professional Indemnity Insurance Policy Number 1411189338PLP

PO Box 1280,
Beenleigh QLD 4207

P 1300 309 201
F 1300 369 190
E info@qjagroup.com.au
W www.qjagroup.com.au

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

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QIA Group Pty Ltd

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SECTION 1 – INSURANCE VALUATION SUMMARY

1.1 Purpose of Report

We have been instructed by the Body Corporate to provide a building replacement valuation report that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at **2 Newchurch Street, Coombs ACT 2602**.

1.2 Property Address

The property is situated at **2 Newchurch Street, Coombs ACT 2602**.

1.3 Description of Building

The building comprises twenty-five lots of two to three storey townhouses and ninety six residential apartments in a six storey building with allocated secure car parking spaces at two levels of basement. Common property includes communal area, amenities, driveways, boundary fences and landscaping.

In accordance with the plans provided the date of registration is 2018.

1.4 Client

The Proprietors Odin.

1.5 Replacement Value

Recommended Insured Value: \$69,890,000 (Inc GST)

1.6 Inspector Details

Inspector Number

101



Signed for and on behalf of QIA Group Pty Ltd

SECTION 2 – INSURANCE VALUATION REPORT

2.1 Recommended Insured Value

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

2.2 Loss of Revenue

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

2.3 Current Trends

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

2.4 Periodic Reviews

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

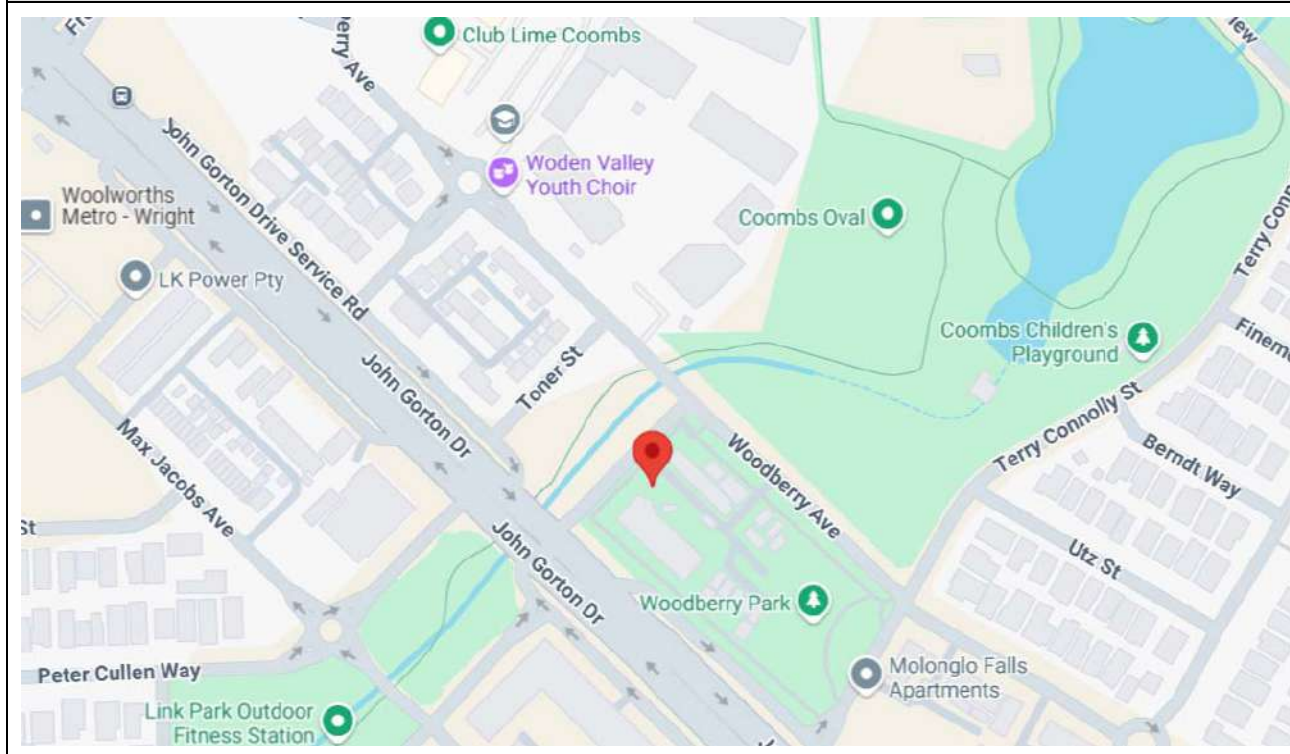
2.5 Elements used in the Calculated Value of the Building Replacement

The calculated value of the building comprises of several elements:

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

2.6 Valuation	
Replacement Building and Improvements Cost:	\$52,670,000
Allowance for Cost Escalation:	
Design and Documentation:	6 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	20 Months
Calculated at 6% over the period	\$5,005,000
Progressive Subtotal:	\$57,675,000
Professional Fees:	\$5,770,000
Progressive Subtotal:	\$63,445,000
Removal of Debris:	\$2,635,000
Progressive Subtotal:	\$66,080,000
Cost Escalation for Insurance Policy Lapse Period:	\$3,810,000
Progressive Subtotal:	\$69,890,000
Recommended Insured Value:	\$69,890,000 (Inc GST)

2.7 Site Location Map



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 *SITE FACTORS*

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

3.2 *ADDITIONS & IMPROVEMENTS*

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

3.3 *MAINTENANCE*

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

3.4 *SUMMARY OF CONSTRUCTION*

3.4.1 **Primary Method of Construction**

3.4.1.1 **FLOOR STRUCTURE**

FLOOR CONSTRUCTION: Reinforced concrete ground floor and timber framed upper floor to townhouses. Reinforced concrete ground floor and upper floors to apartment building.

3.4.1.2 **WALL STRUCTURE**

EXTERNAL WALL CONSTRUCTION: Steel/Timber framed brickwork to townhouses.
Combination of brickwork and concrete masonry to apartment.
EXTERNAL WALL FINISHES: Rendered & painted brick, rendered cement sheets and painted concrete.

3.4.1.3 **ROOF STRUCTURE**

ROOF CONSTRUCTION: Steel/Timber framed low-pitched roof.
ROOFING: Cliplock & Powder coated metal sheeting.

3.4.1.4 **DRIVEWAY STRUCTURE**

DRIVEWAY CONSTRUCTION: Concrete.

3.5 *AREAS NOT INSPECTED - TYPICAL*

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

3.6 *SCOPE*

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

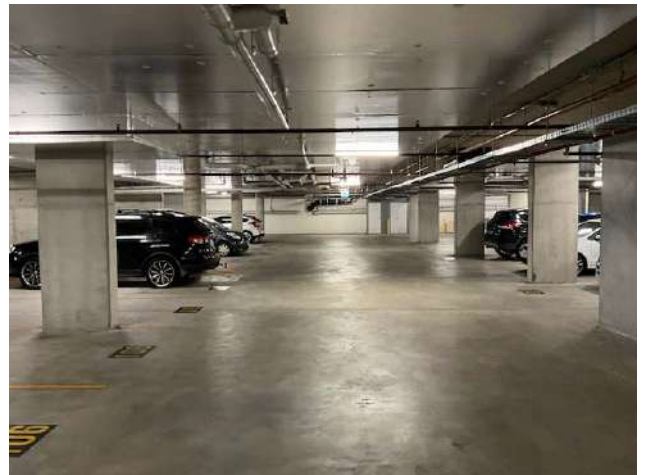
- Structural or ground improvements to exclusive use areas are the responsibility of the owners and should be insured by the relevant owner.

3.7 EXCLUSIONS

An Insurance Valuation Report does not cover or deal with:

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

SECTION 4 – SITE PHOTOGRAPHS



Sinking Fund Plan

Odin Townhouses

2 Newchurch Street, Coombs, ACT 2611

Scheme Number: 4602



COMPILED BY SIMON VINCENT

**On 7 June 2022 for the
15 Years Commencing: 1 December 2021
QIA Job Reference Number: 172828**

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@qjagroup.com.au

W www.qjagroup.com.au

QIA Group Pty Ltd
ABN 27 116 106 453

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QIA Group Pty Ltd

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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

2 Newchurch Street, Coombs, ACT 2611

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:	\$12.02
Number of Lot/Unit Entitlements:	2894
Opening Balance:	\$66,561.53
The proposed Sinking Fund Levy per entitlement is:	\$12.15

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.

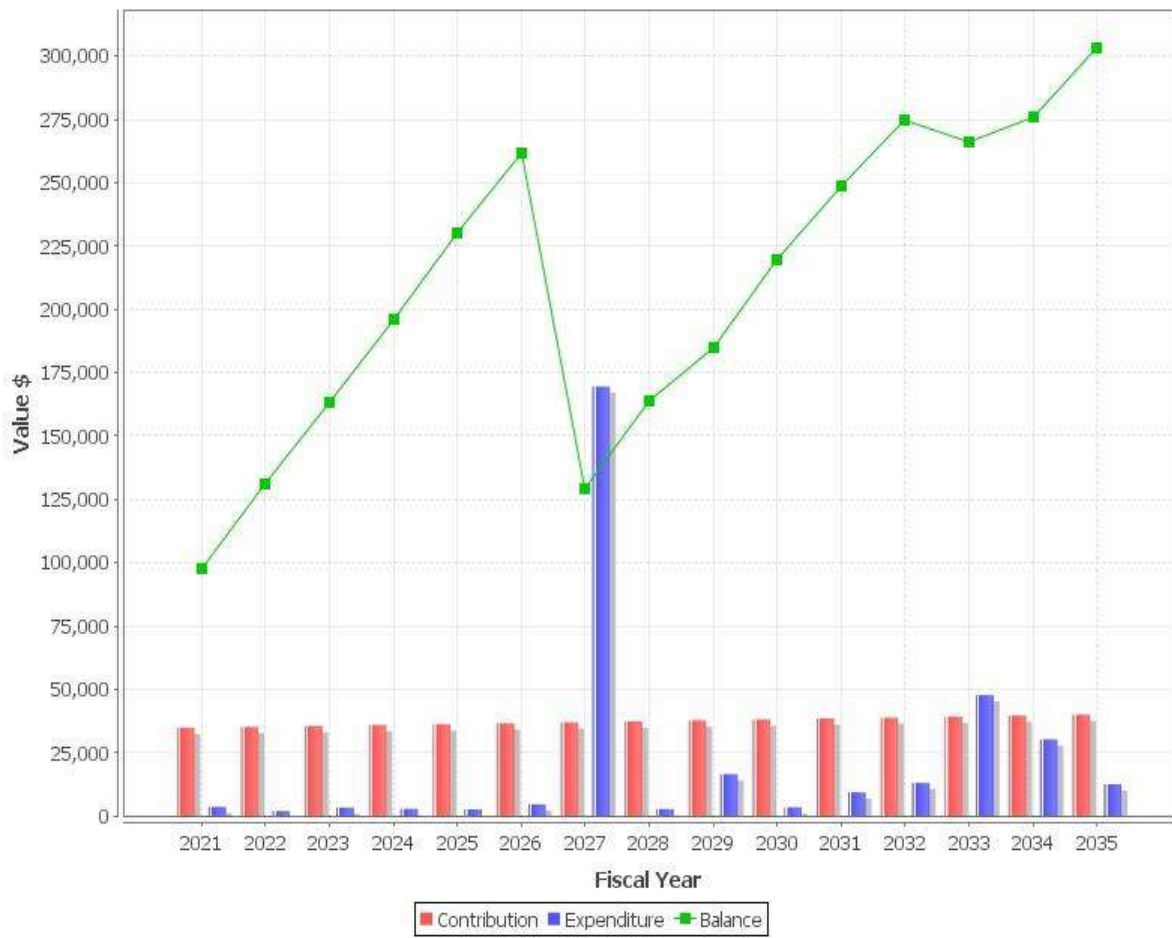
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

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		
1	01/12/2021		\$66,562	\$34,800	\$12.02	\$3,560	\$97,802
2	01/12/2022		\$97,802	\$35,148	\$12.15	\$1,894	\$131,056
3	01/12/2023		\$131,056	\$35,499	\$12.27	\$3,288	\$163,267
4	01/12/2024		\$163,267	\$35,854	\$12.39	\$2,784	\$196,338
5	01/12/2025		\$196,338	\$36,213	\$12.51	\$2,572	\$229,979
6	01/12/2026		\$229,979	\$36,575	\$12.64	\$4,543	\$262,011
7	01/12/2027		\$262,011	\$36,941	\$12.76	\$169,535	\$129,417
8	01/12/2028		\$129,417	\$37,310	\$12.89	\$2,734	\$163,994
9	01/12/2029		\$163,994	\$37,683	\$13.02	\$16,471	\$185,206
10	01/12/2030		\$185,206	\$38,060	\$13.15	\$3,444	\$219,823
11	01/12/2031		\$219,823	\$38,441	\$13.28	\$9,317	\$248,947
12	01/12/2032		\$248,947	\$38,825	\$13.42	\$13,027	\$274,745
13	01/12/2033		\$274,745	\$39,214	\$13.55	\$47,711	\$266,248
14	01/12/2034		\$266,248	\$39,606	\$13.69	\$30,180	\$275,674
15	01/12/2035		\$275,674	\$40,002	\$13.82	\$12,439	\$303,236

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

December 2021	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$1,250
LANDSCAPING	
- Landscaping allowance	\$2,310
<u>Total Forecast Expenditure for year - December 2021 (Inc GST):</u>	<u>\$3,560</u>
Includes GST amount of :	\$324
December 2022	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$1,312
LANDSCAPING	
- Maintain garden edging	\$582
<u>Total Forecast Expenditure for year - December 2022 (Inc GST):</u>	<u>\$1,894</u>
Includes GST amount of :	\$172
December 2023	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$1,378
LANDSCAPING	
- Replace irrigation pump	\$1,910
<u>Total Forecast Expenditure for year - December 2023 (Inc GST):</u>	<u>\$3,288</u>
Includes GST amount of :	\$299

December 2024		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,447
DRIVEWAY		
- Repaint line marking		\$1,337
<u>Total Forecast Expenditure for year - December 2024 (Inc GST):</u>		<u>\$2,784</u>
Includes GST amount of :		\$253
December 2025		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,519
FURNITURE & FITTINGS		
- Ongoing partial replacement of exterior lighting		\$379
LANDSCAPING		
- Maintain garden edging		\$674
<u>Total Forecast Expenditure for year - December 2025 (Inc GST):</u>		<u>\$2,572</u>
Includes GST amount of :		\$234
December 2026		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,595
LANDSCAPING		
- Landscaping allowance		\$2,948
<u>Total Forecast Expenditure for year - December 2026 (Inc GST):</u>		<u>\$4,543</u>
Includes GST amount of :		\$413

December 2027	Expense Inc GST
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SUPERSTRUCTURE

- Repaint buildings	\$113,888
- Repaint balcony decking	\$5,108
- Repaint soffits	\$7,894
- Scaffold/access equip allowance	\$34,052
- Repaint door face	\$6,191
- Capital Replacement - General	\$1,675

DRIVEWAY

- Repaint bollards	\$310
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$418
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<u>Total Forecast Expenditure for year - December 2027 (Inc GST):</u>	<u>\$169,535</u>
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Includes GST amount of :	\$15,412
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December 2028	Expense Inc GST
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SUPERSTRUCTURE

- Provision to replace balustrade fixings	\$195
- Capital Replacement - General	\$1,758

LANDSCAPING

- Maintain garden edging	\$780
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<u>Total Forecast Expenditure for year - December 2028 (Inc GST):</u>	<u>\$2,734</u>
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Includes GST amount of :	\$249
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December 2029		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,846
EXTERNAL WORKS		
- Maintain common pipework		\$3,072
FURNITURE & FITTINGS		
- Ongoing partial replacement of exterior lighting		\$461
LANDSCAPING		
- Replace irrigation pump		\$2,560
ROOF		
- Maintain metal roof fixings/flashings		\$8,532
<u>Total Forecast Expenditure for year - December 2029 (Inc GST):</u>		<u>\$16,471</u>
Includes GST amount of :		\$1,497
December 2030		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,939
FURNITURE & FITTINGS		
- Maintain signage		\$1,505
<u>Total Forecast Expenditure for year - December 2030 (Inc GST):</u>		<u>\$3,444</u>
Includes GST amount of :		\$313
December 2031		Expense Inc GST
SUPERSTRUCTURE		
- Provision to replace balustrade fixings		\$226
- Capital Replacement - General		\$2,036

DRIVEWAY

- Repaint line marking	\$1,881
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$508
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LANDSCAPING

- Maintain garden edging	\$903
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- Landscaping allowance	\$3,763
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<u>Total Forecast Expenditure for year - December 2031 (Inc GST):</u>	<u>\$9,317</u>
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Includes GST amount of :	\$847
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December 2032	Expense Inc GST
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SUPERSTRUCTURE

- Replace window fixtures and fittings	\$1,556
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- Capital Replacement - General	\$2,137
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FURNITURE & FITTINGS

- Provision to replace mail boxes in 24 years (partial accrual)	\$1,926
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ROOF

- Provision to replace down pipes in 27 years (partial accrual)	\$7,408
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<u>Total Forecast Expenditure for year - December 2032 (Inc GST):</u>	<u>\$13,027</u>
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Includes GST amount of :	\$1,184
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December 2033	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$2,244
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DRIVEWAY

- Maintain driveway 2% of total	\$10,018
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- Provision to replace individual garage doors in 27 years (partial accrual)	\$25,668
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EXTERNAL WORKS

- Ongoing partial maintenance of pathways 10% of total	\$3,993
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FENCING

- Provision to replace colorbond fencing in 33 years (partial accrual)	\$5,227
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$560
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<u>Total Forecast Expenditure for year - December 2033 (Inc GST):</u>	<u>\$47,711</u>
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Includes GST amount of :	\$4,337
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December 2034

Expense Inc GST

SUPERSTRUCTURE

- Provision to replace balustrade fixings	\$261
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- Capital Replacement - General	\$2,357
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DRIVEWAY

- Provision to replace wheel stops	\$1,525
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LANDSCAPING

- Maintain garden edging	\$1,045
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ROOF

- Provision to replace guttering in 32 years (partial accrual)	\$14,102
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- Maintain metal roof fixings/flashings	\$10,890
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<u>Total Forecast Expenditure for year - December 2034 (Inc GST):</u>	<u>\$30,180</u>
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Includes GST amount of :	\$2,744
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December 2035	Expense Inc GST
SUPERSTRUCTURE	
- Replace window fixtures and fittings	\$1,801
- Capital Replacement - General	\$2,474
EXTERNAL WORKS	
- Maintain common pipework	\$4,116
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	\$617
LANDSCAPING	
- Replace irrigation pump	\$3,430
<u>Total Forecast Expenditure for year - December 2035 (Inc GST):</u>	<u>\$12,439</u>
Includes GST amount of :	\$1,131

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	
SUPERSTRUCTURE																			
- Repaint buildings	\$73,580	2027	10							113888									
- Repaint balcony decking	\$3,300	2027	10							5108									
- Replace window fixtures and fittings	\$788	2032	3												1556				1801
- Repaint soffits	\$5,100	2027	10							7894									
- Scaffold/access equip allowance	\$22,000	2027	10							34052									
- Repaint door face	\$4,000	2027	10							6191									
- Provision to replace balustrade fixings	\$120	2028	3								195			226					261
- Capital Replacement - General	\$1,082	2021	0	1250	1312	1378	1447	1519	1595	1675	1758	1846	1939	2036	2137	2244	2357		2474
DRIVEWAY																			
- Maintain driveway 2% of total	\$4,830	2033	5													10018			
- Provision to replace individual garage doors in 27 years (partial accrual)	\$12,375	2033	7													25668			
- Repaint line marking	\$1,000	2024	7				1337							1881					
- Provision to replace wheel stops	\$700	2034	17																1525
- Repaint bollards	\$200	2027	10							310									
EXTERNAL WORKS																			
- Maintain common pipework	\$1,800	2029	6									3072							4116
- Ongoing partial maintenance of pathways 10% of total	\$1,925	2033	5													3993			
FENCING																			
- Provision to replace colorbond fencing in 33 years (partial accrual)	\$2,520	2033	5																5227

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
FURNITURE & FITTINGS																		
- Maintain signage	\$840	2030	13										1505					
- Provision to replace mail boxes in 24 years (partial accrual)	\$975	2032	4												1926			
- Ongoing partial replacement of exterior lighting	\$270	2025	2					379		418		461		508		560		617
LANDSCAPING																		
- Replace irrigation pump	\$1,500	2023	6			1910						2560						3430
- Maintain garden edging	\$480	2022	3		582			674		780				903			1045	
- Landscaping allowance	\$2,000	2021	5	2310					2948					3763				
ROOF																		
- Provision to replace guttering in 32 years (partial accrual)	\$6,475	2034	6														14102	
- Maintain metal roof fixings/flashings	\$5,000	2029	5									8532					10890	
- Provision to replace down pipes in 27 years (partial accrual)	\$3,750	2032	5												7408			
Total				3560	1894	3288	2784	2572	4543	169535	2734	16471	3444	9317	13027	47711	30180	12439
Includes GST amount of				324	172	299	253	234	413	15412	249	1497	313	847	1184	4337	2744	1131

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
SUPERSTRUCTURE																		
- Repaint buildings	\$73,580	2027	10	13988	28675	44096	60289	77291	95143	113888	14749	30235	46496	63570	81497	100321	120086	140840
- Repaint balcony decking	\$3,300	2027	10	627	1286	1978	2704	3467	4267	5108	661	1356	2085	2851	3655	4499	5386	6317
- Replace window fixtures and fittings	\$788	2032	3	98	200	308	421	540	665	796	933	1078	1230	1389	1556	571	1171	1801
- Repaint soffits	\$5,100	2027	10	970	1988	3056	4179	5357	6595	7894	1022	2096	3223	4406	5649	6953	8323	9762
- Scaffold/access equip allowance	\$22,000	2027	10	4182	8574	13185	18026	23110	28447	34052	4410	9040	13902	19007	24367	29996	35905	42110
- Repaint door face	\$4,000	2027	10	760	1559	2397	3277	4202	5172	6191	802	1644	2527	3456	4430	5453	6528	7656
- Provision to replace balustrade fixings	\$120	2028	3	20	42	64	88	113	139	166	195	72	147	226	83	170	261	96
- Capital Replacement - General	\$1,082	2021	0	1250	1312	1378	1447	1519	1595	1675	1758	1846	1939	2036	2137	2244	2357	2474
DRIVEWAY																		
- Maintain driveway 2% of total	\$4,830	2033	5	566	1159	1783	2438	3125	3847	4605	5401	6236	7114	8035	9002	10018	2314	4743
- Provision to replace individual garage doors in 27 years (partial accrual)	\$12,375	2033	7	1449	2971	4568	6246	8007	9857	11799	13838	15979	18227	20587	23066	25668	4436	9094
- Repaint line marking	\$1,000	2024	7	310	636	978	1337	231	474	728	996	1277	1571	1881	325	666	1025	1401
- Provision to replace wheel stops	\$700	2034	17	78	160	245	335	430	529	634	743	858	979	1105	1239	1378	1525	135
- Repaint bollards	\$200	2027	10	38	78	120	164	210	259	310	40	82	126	173	221	273	326	383
EXTERNAL WORKS																		
- Maintain common pipework	\$1,800	2029	6	279	571	878	1201	1539	1895	2268	2660	3072	605	1241	1908	2608	3344	4116
- Ongoing partial maintenance of pathways 10% of total	\$1,925	2033	5	225	462	711	972	1246	1533	1835	2153	2486	2835	3203	3588	3993	922	1891

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
FENCING																		
- Provision to replace colorbond fencing in 33 years (partial accrual)	\$2,520	2033	5	295	605	930	1272	1631	2007	2403	2818	3254	3712	4192	4697	5227	1207	2475
FURNITURE & FITTINGS																		
- Replace outdoor furniture in 22 years	\$2,400	2042	25	201	411	632	864	1108	1364	1633	1915	2211	2522	2849	3192	3552	3930	4327
- Maintain signage	\$840	2030	13	120	245	377	516	661	814	974	1143	1319	1505	160	328	505	690	885
- Provision to replace mail boxes in 24 years (partial accrual)	\$975	2032	4	121	248	381	522	669	823	985	1155	1334	1522	1719	1926	543	1113	1712
- Ongoing partial replacement of exterior lighting	\$270	2025	2	69	141	216	296	379	204	418	225	461	248	508	273	560	301	617
- Replace traffic mirror in 17 years	\$350	2037	20	34	70	108	147	189	232	278	326	376	429	485	543	605	669	737
LANDSCAPING																		
- Replace irrigation pump	\$1,500	2023	6	606	1242	1910	376	772	1186	1622	2080	2560	504	1034	1590	2173	2786	3430
- Maintain garden edging	\$480	2022	3	284	582	214	438	674	247	507	780	286	587	903	331	680	1045	384
- Landscaping allowance	\$2,000	2021	5	2310	534	1094	1682	2300	2948	681	1396	2147	2935	3763	869	1782	2740	3746
ROOF																		
- Provision to replace guttering in 32 years (partial accrual)	\$6,475	2034	6	720	1475	2268	3101	3976	4894	5859	6871	7934	9050	10222	11453	12745	14102	2778
- Maintain metal roof fixings/flashings	\$5,000	2029	5	774	1586	2439	3335	4276	5263	6300	7389	8532	1971	4040	6213	8494	10890	2515
- Provision to replace down pipes in 27 years (partial accrual)	\$3,750	2032	5	465	954	1467	2006	2572	3166	3789	4444	5132	5854	6612	7408	1711	3507	5394
TOTAL ACCRUALS																		
				27279	55872	84493	114895	147022	179022	47862	78170	96432	130401	160336	188519	185678	206709	249381

* Bold blue items listed above are expense items that occur in that year.

REPORT INFORMATION

The values included in the report are for budgeting purposes and have been obtained from a number of sources including building cost information guides, painting contractors, plant and equipment suppliers, manufactures and installers and working knowledge of each buildings configuration at the time of inspection.

Every endeavour has been undertaken to accurately compile a budget for the maintenance, repair, renewal or replacement of the items of a non-routine nature that have been identified in this report. However as there is no definitive scope of works for maintenance, repair, renewal or replacement of the items contained in this report it is expected that if said items were put to tender, the quotations received would vary significantly dependent upon the timing and scope of works to that will be undertaken. For this reason it is recommended that several quotations are sourced as far in advance of any anticipated work as possible.

The installation date, present condition and estimated life of each item is determined at the time of the site inspection from a visual inspection, the age of the building (where this information is provided) and any other relevant information provided by the Owners at the time of inspection. This information is then communicated in the report by way of nominated total life cycle in comparison with expected remaining life. The life cycles of each of the items will vary depending upon where the building is located, for example buildings near a salt environment tend to have a lesser life cycle and a higher maintenance requirement.

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

The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific condition of specialist items and equipment such as gas fittings and supply systems; heritage listing conditions or requirements; fire protection fittings and systems; HVAC fittings and systems site drainage; electrical or data systems or wiring, building plumbing systems including sewerage, potable and stormwater pipe work and fittings; security concerns; detection and identification of illegal building work; and the durability of exposed finishes.

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

AREAS NOT INSPECTED

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







Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A. Details of reduced quorum decisions

A1	The Owners - Units Plan No	UP4602
A2	General Meeting: Date (or dates) of general meeting at which the reduced quorum decision or decisions were made <input checked="" type="checkbox"/> 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). <input type="checkbox"/> 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).	28 / 01 / 2026
A3	Reduced quorum decisions	If there is insufficient space below, tick <input checked="" type="checkbox"/> and attach details to the notice
	Date of decision	Full text of reduced quorum decision
	28 / 01 / 2026	See attached Minutes
	___ / ___ / ____	
A4	Owners Corporation declaration	
	04 / 02 / 2026 Date of affixing of seal Signature:  Designation: Strata Manager	

Part B. Details of reduced quorum decisions

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 (3) or (6) (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 (3) or (6) (a), 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 (3) or (6) (a), 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 (3) or (6) (a), 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) or (6) (a), 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 (3) or (6) (a), part 3.1, Schedule 3).

- Such a reduced quorum (of anyone present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (3) or (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 reduce quorum decisions be disallowed?

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

- state the resolution or resolutions to which it applies; and

- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and

- be given to the owners corporation before the decision's date of effect (see B2 above).

B4 How may reduced quorum decisions be confirmed?

- A reduced-quorum decision may be confirmed by a general meeting of the Owners Corporation held before the decision's date of effect (see B2 above).

- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above).

- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s 3.11 (4), part 3.1, schedule 3).

B5 How may reduced quorum decisions be revoked?

- A reduced-quorum decision may be revoked by a general meeting of the Owners Corporation held at any time, whether or not the decision has earlier been confirmed.

- A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).



**MINUTES OF THE 2025 ANNUAL GENERAL MEETING OF THE
OWNERS OF UNITS PLAN 4602 – “ODIN”
2 NEWCHURCH STREET & 55 WOODBERRY AVENUE COOMBS**

DATE: Wednesday 28th January 2026 at 5:30pm

VENUE: 17/11 National Circuit, Barton, ACT 2600 & Via Zoom

PRESENT: Unit 4 – S Brown
Unit 6 – C Thomson
Unit 33 – K Street
Unit 76 – K Kalfic
Unit 82 – M Wijayatilake
Unit 83 – G & A Lynch
Unit 94 – T Webster
Unit 113 – M Long
Signature Strata – J Burge & R Slater

ABSENTEE VOTES: Nil.

PROXY VOTES: Nil.

CHAIRPERSON: Unit 94 – T Webster

QUORUM: A quorum was not present. However, the meeting proceeded with a Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011).
Secretarial Note – Owners are advised that under the Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 28 days after the decision was made, the Owners Corporation is to give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.

MINUTES

MOTION 1: *That the minutes of the previous annual general meeting held on 30th January 2025 are accepted.*

MOTION CARRIED

Matters arising from those minutes – Nil.

INSURANCE

The Owners Corporation holds building insurance for all defined parts of the building as well as Public Liability insurance over the common property as required by the Unit Titles (Management) Act 2011.

Insurance cover held by the Owners Corporation through Arthur J Gallagher is summarised below

Insurer & Policy No:	CHU / HU0000020850
Renewal Date:	13 th November 2025
Building Sum Insured:	\$69,890,000.00
Excess:	\$5,000.00
Base Premium:	\$43,125.90
GST	\$4,237.58
Underwriting Agency Fee	\$150.00
Broker Fee	\$500.00
GST	\$50.00

Signature Strata Commission	\$2,371.93
Insurer & Policy No:	CHU / HU0000020850
Renewal Date:	13 th May 2026
Building Sum Insured:	\$69,890,000.00
Excess	\$5,000.00
Base Premium:	\$44,437.84
GST	\$4,458.80
Underwriting Agency Fee	\$150.00
Broker Fee	\$500.00
GST	\$50.00
Signature Strata Commission	\$2,444.08
Workers Compensation	\$250.00
Admin Fee:	\$4.50
GST	\$25.45
Signature Strata Commission	\$5.75
Commission Information	Signature Strata no longer take any commissions on insurance. Commission paid at 25% of the brokers commission is based on the policies above, with renewal prior to transition away from net policies.
Last insurance valuation report:	5 th March 2025

MOTION 2: *That the Owners Corporation insurance be confirmed as per the policy information provided with the meeting notice.*

MOTION CARRIED

MOTION 3: *That the Owners Corporation endorse continued Brokerage services through the existing broker, Arthur J Gallagher.*

MOTION CARRIED

MOTION 4: *That the Owners Corporation authorise the Strata Manager to effect the statutory and additional insurances of the owners corporation.*

MOTION CARRIED

INSURANCE CLAIMS

It was noted there are no open claims on the policy.

AUDIT OBLIGATIONS AND FINANCIAL REPORT

Schedule 2 Part 2.1 1(g) of the Unit Titles (Management) Act 2011 states that an Executive Committee must arrange for the financial records of the Units Plan to be audited before the Annual General Meeting if either (i) units number greater than 100, or (ii) the annual budget is greater than \$250,000.00. This includes the bank balance at the start of the financial year, including any investment accounts, all expected Administrative & Sinking Fund income, and any additional income such as special purpose fund contributions and insurance recoveries.

Financial reports for the period ending 30th November 2025 were audited by Kelly & Partners, with their report dated 8th December 2025 finding the financial reports to present fairly in all material aspects.

MOTION 5: *That the independent audit report prepared by Kelly Partners for the period ending 30th November 2025 be accepted.*

MOTION CARRIED

Secretarial Note - An owner queried the high arrears within the audit report and requested confirmation that units in arrears were being managed through the proper channels of debt collection. Signature Strata confirmed that debt collection proceedings were being taken for units in high arrears.

SINKING FUND FORECASTS

The Owners Corporation of UP4602 obtained their two Sinking Fund Forecast Reports on 7th June 2022 to meet legislative requirements, and, pursuant to Section 85 of the Unit Titles (Management) Act 2011, the Sinking Fund Forecast will be renewed and updated prior 7th June 2026.

MOTION 6: *That the Owners Corporation gives consent for the Sinking Fund Forecasts to be approved and accepted by the Executive Committee.*

MOTION CARRIED

PHYSICAL BUILDING STRUCTURAL DEFECTS

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners Corporation to consider physical building structural defects at each Annual General Meeting. The Owners Corporation can only consider defects affecting common property or the Defined parts of the building specified in the Act.

The townhouse defects were nearing completion, with Victory Homes advising all external defects having been completed and with internal works having commenced. Unfortunately, despite Signature Strata requesting that the superintendent (Peak Consulting) inspect the external works prior to internal works being undertaken, Victory Homes had pushed back and would only be engaged Peak Consulting for one inspection to sign off on external/internal at the same time which the ACT Government had not disputed this engagement. It was noted at the time the agenda was issued that one affected townhouse was continuing to report ongoing leaks despite Victory Homes' advice.

At the time of this meeting being held, Victory Homes had provided the December inspection report prepared by Peak Consulting which identified only 3 units requiring further repairs to finalise the townhouse defects.

The podium defect works have been complex in nature due to the various regulations that need to be met by Construction & Planning (the rectification order team), EPA, ACT Fire & Rescue and Work Safe following each governing body having received varying complaints that needed to be addressed whilst also accommodating each other. At this time, the machinery works have been completed, and the contractors have commenced Saturday works to assist in delivering the works ahead of schedule if possible.

At the time of this meeting being held, the contractors undertaking the podium works have provided advice the works are ahead of schedule however are unwilling to provide an exact timeline of when works will be completed to support this advice and will not confirm why the staged approach is not be adhered to noting the courtyard works have still not been released. Signature Strata will continue to work with the contractors to receive updates and notify residents once further information has been provided on the expected completion date/release of courtyards.

The fire defects which were included as part of the rectification order for the passive fire systems were signed off by a fire engineer in April 2025 however there was continued discussion with Signature Strata and ACT Government as to why the fire doors were not included in this sign off, Signature Strata would continue to follow this up to seek a resolution.

MAINTENANCE ISSUES

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners Corporation to consider maintenance issues (new or outstanding) at each General Meeting.

NEW MAINTENANCE ISSUES:

Double Glazing – An owner raised issues with their double glazing appearing opaque between the glass panes exhibiting a likely seal issue. It was discussed that another owner had experienced similar issues and recommended contacting the original window contractor (this information can be found owners sale contracts) to review if the matter was an owner issue or an OC issue.

Lighting Outages - It was queried if the lighting outages between the townhouse and apartment entrance had been rectified (apartment entrance facing townhouse 25), it was noted these lights were currently turned off as part of the circuit for the podium lighting and would be restored once works were completed.

ONGOING MAINTENANCE ISSUES:

Replacement of Carpet Tiles - The Executive Committee have approved a quoted price for the tiles only, this approach has been taken to allow spare tiles to be purchased, and stock to be kept onsite for future replacements. Once installation works commence only damaged tiles will be replaced, quotes are being sourced for the install from the carpet company who have provided their quote and a handyman whose quote is pending, by approaching two separate trades this allows the Executive Committee to determine the most cost-effective option.

Installation of Bird Spikes over Entrances – These works were scheduled for Thursday 5th February 2026.

Gardening Upgrades – The Executive Committee had approved mulching of some common areas to minimise the overall cost to owners and still allows the gardens to be improved. Separately, the gardener had recommended placement of rocks around the grassed areas to minimise cars being able to drive over the irrigation lines as this was occurring regularly. The Executive Committee had agreed to an expenditure limit for this improvement and Signature Strata would work with the gardener on this matter.

Level 4 Window Repairs – The contractors submitting quotes for the level 4 common area window had been queried on warranty and internal repairs, both contractors had submitted their response, and this matter would be discussed at the next Executive Committee meeting.

Townhouse Peeling Cladding – As one of the townhouses claddings had begun peeling, this would be investigated to determine if the matter required further repairs beyond sanding/re-painting.

MAINTENANCE CONTRACT RENEWALS:

Nil.

MAINTENANCE PLAN

Section 24 (2) of the Unit Titles (Management) Act 2011 states that an Owners Corporation must prepare a maintenance plan containing matters prescribed by regulation (4A).

The Unit Titles (Management) (Meeting Agenda) Guidelines 2023 requires that the Maintenance Plan be reviewed at each Annual General Meeting.

MOTION 7: *That the Maintenance Plan be confirmed as adequate.*

MOTION CARRIED

FIRE SAFETY

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners Corporation to review provisions and compliance with the national construction code for fire safety, and at each Annual General Meeting.

All emergency and fire systems are maintained to Australia Standards 1851 and s2293.2, by your fire control contractor, 360 Degree Fire, the meeting noted the compliance certificate provided.

AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners to assess the adequacy of authorisations, delegations and appointments.

The following authorisations, Delegations and Appointments are in place and were noted.

- The Executive Committee are authorised to make determinations regarding investment of funds into interest bearing term deposits.
- The Executive Committee are authorised to make determinations regarding appointment of service contractors.

BUDGET DEBATE

Levies are payable by the agreed due date. Interest of 10% accrues on unpaid levies.

Administrative Fund General (Units 1-121)

MOTION 8: *That the proposed Administrative Fund Expenditure Budget of \$201,328.00 (plus GST) for the period 1 December 2025 to 30 November 2026 be adopted.*

MOTION CARRIED

Administrative Fund General (Units 1-121) Levy Contribution

MOTION 9: *That the Owners Corporation determines an Administrative Fund Levy Contribution of \$201,328.00 (plus GST) for the twelve-month period, commencing 1 December 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1st February 2026, 1st May 2026, 1st August 2026 and 1st November 2026.*

MOTION CARRIED

Administrative Fund Townhouses (Units 1-25)

MOTION 10: **Special Resolution:** *That the proposed Administrative Fund Expenditure Budget of \$6,300.00 (plus GST) for the period 1 December 2025 to 30 November 2026 be adopted.*

MOTION CARRIED

Administrative Fund Townhouses (Units 1-25) Levy Contribution

MOTION 11: **Special Resolution:** *That the Owners Corporation determines an Administrative Fund Levy Contribution of \$2,727.27 (plus GST) for the twelve-month period, commencing 1 December 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1st February 2026, 1st May 2026, 1st August 2026 and 1st November 2026.*

MOTION CARRIED

Administrative Fund Apartments (Units 26-121)

MOTION 12: **Special Resolution:** *That the proposed Administrative Fund Expenditure Budget of \$106,838.00 (plus GST) for the period 1 December 2025 to 30 November 2026 be adopted.*

MOTION CARRIED

Administrative Fund Apartments (Units 26-121) Levy Contribution

MOTION 13: *That the Owners Corporation determines an Administrative Fund Levy Contribution of \$106,838.00 (plus GST) for the twelve-month period, commencing 1 December 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1st February 2026, 1st May 2026, 1st August 2026 and 1st November 2026.*

MOTION CARRIED

Sinking Fund Townhouses (Units 1-25)

MOTION 14: **Special Resolution:** *That the proposed Sinking Fund Expenditure Budget of \$2,339.00 (plus GST) for the period 1 December 2025 to 30 November 2026 be adopted.*

MOTION CARRIED

Sinking Fund Townhouses (Units 1-25) Levy Contribution

MOTION 15: **Special Resolution:** *That the Owners Corporation determines a Sinking Fund Levy Contribution of \$27,272.72 (plus GST) for the twelve-month period, commencing 1 December 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1st February 2026, 1st May 2026, 1st August 2026 and 1st November 2026.*

MOTION CARRIED

Sinking Fund Apartments (Units 26-121)

MOTION 16: **Special Resolution:** *That the proposed Sinking Fund Expenditure Budget of \$15,301.00 (plus GST) for the period 1 December 2025 to 30 November 2026 be adopted.*

MOTION CARRIED

Sinking Fund Apartments (Units 26-121) Levy Contribution

MOTION 17: **Special Resolution:** *That the Owners Corporation determines a Sinking Fund Levy Contribution of \$113,636.36 (plus GST) for the twelve-month period, commencing 1 December 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1st February 2026, 1st May 2026, 1st August 2026 and 1st November 2026.*

MOTION CARRIED

Secretarial Note - All levy contributions due 1st February 2026 will be extended to 5th March 2026.

STRATA MANAGEMENT AGENCY AGREEMENT

Section 50 of the Unit Titles (Management) Act 2011 and Section 100 of the Agents Act, requires a Strata Managing Agent to have a written agreement with its client. The Owners Corporation's current management agreement was agreed to on 30th January 2025 and expires on 30th January 2026.

MOTION 18: *That the Owners Corporation of UP4602 agrees in accordance with Section 50 of the Unit Titles (Management) Act 2011, to the following:*

- a) That Signature Strata Pty Ltd be appointed as Managing Agent, for a period of one (1) year with a two (2) year option;*
- b) That the Owners Corporation delegate to the Managing Agent all functions of the Owners Corporation (other than those prohibited by the Act) necessary to enable the agent to carry out the agreed services and additional services if required;*
- c) That the Owners Corporation execute a written agreement to give effect to this appointment and delegation;*
- d) That the delegation to the agent is subject to the conditions and limitations listed in the agreement;*
- e) That authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting (where applicable).*
- f) That two members of the Owners Corporation/Executive Committee be authorised as signatories on behalf of the Owners Corporation to sign the Agency Agreement with Signature Strata.*
- g) If the contract is not signed within 28 days of the meeting date, the Agreement will be taken as being binding.*

MOTION CARRIED

Secretarial Note – Signature Strata offered those present the opportunity to discuss the motion/management agreement in private by offering to leave the meeting. Those present did not require a conversation and the motion was put forward for voting. It was noted that as the agreement was for one (1) year with a two (2) year option, the motion would be put forward one years 2 and 3 for voting again.

ELECTION OF COMMITTEE

MOTION 19: *That the Owners Corporation determine the number of members to form the Executive Committee until the next Annual General Meeting, with the appointment of those members to take place at this meeting.*

MOTION CARRIED

It was agreed that four (4) positions would form the executive committee with the nominations comprising as follows:

Unit 6 – C Thomson, Unit 33 – K Street, Unit 76 – K Kalfic, Unit 94 – T Webster

GENERAL BUSINESS

Odin Facebook Page– Signature Strata wishes to remind residents that the Odin Facebook page is not a platform to report issues, any commentary reported on this page will not be actioned. All requests are to be submitted to Signature Strata by email or via the owner's portal.

AGM Submission Motion on Manager Reappointment – The meeting was advised that a submission had been received from unidentified persons from the Odin complex regarding manager reappointment and their concerns surrounding this motion. Those present were given the opportunity to discuss the submission however, it was agreed that as the persons had submitted this anonymously and did not confirm they were registered unit owners, it would not be tabled for any additional discussion. Instead, the submission would be included in the minutes with Executive Committee responses to the matters raised. Please refer the submission and responses on the next page.

CLOSURE

As there was no further business, the meeting closed at 6:13pm.

AGM SUBMISSION – MOTION ON MANAGER REAPPOINTMENT

To the Owners Corporation and Executive Committee of UP4602 'Odin'

We are unable to attend the AGM in person but submit this regarding the proposed manager reappointment.

GOVERNANCE FAILURES

The owners corporation faces critical governance failures that must be addressed before any manager reappointment can be justified.

1. No competitive tender process.

The reappointment is proceeding without any documented market testing or competitive assessment. Under the Unit Titles (Management) Act 2011, the EC has a fiduciary duty to act in the best interests of the owners corporation. This includes obtaining value for money. Reappointing without competitive tender is inconsistent with this duty and represents a failure to exercise proper governance.

***Response:** Whilst the EC under the Act have a fiduciary duty, the Act does not state tenders are required upon each contract renewal. The Committee negotiated management fees with Signature Strata prior to presentation at the AGM which shows fiduciary duty was taken. The EC unanimously agreed that it would not be prudent to change strata agencies whilst the rectification works were still underway. Signature Strata have worked hard to get the works completed and it would not be in the best interest of the OC to make a change part way through the process. The EC are currently researching and seeking competitive quotes from alternative companies. The options will be presented to the OC when ready for review, likely at a GM later in 2026*

2. No documented performance review.

There is no evidence in the available minutes that the EC has assessed the manager's performance against agreed KPIs or objectives. A performance review should precede any renewal decision.

***Response:** The Management Agreement does not include KPI's or objectives to review. The EC works with the Strata Manager closely, generally emailing weekly and meet quarterly to ensure matters are reviewed and resolved.*

3. No decision-making transparency.

The minutes state that significant contract decisions "would be discussed by the committee offline." This indicates major decisions are being made outside the formal meeting process, without owner visibility or input – inconsistent with fiduciary transparency obligations.

***Response:** The EC discuss management agreements offline as this ensures Signature Strata is not included in these conversations. Owners at any time can request updates from the EC or should owners wish to be further involved in these decisions, owners are given the opportunity to join the EC at each AGM.*

4. Poor financial decision-making and unclear reporting.

- The carpet tile replacement has appeared as an action item in EC minutes for at least two years with no resolution. The most recent minutes state that the committee "approved offline the carpet tile" and that Signature Strata were sourcing quotes from a carpet company and a handyman, to be "discussed further offline once received." There is still no clear record of:
 - Whether any carpet tiles have actually been purchased.
 - Whether all carpet tiles are to be replaced or only damaged ones.
 - Whether a stocktake of leftover materials from earlier construction works was undertaken before committing to new expenditure.

***Response:** As noted above, this matter has been ongoing since raised at the AGM held in February 2024. In the March 2024 EC minutes, the following can be referenced;*

"a committee member would check the storage and check for spare carpet tiles."

Then in the June 2024 minutes the following is referenced;

"As no spare carpet tiles were found in storage, quote requests would be arranged for additional tiles. It was agreed that following the carpet clean, Inside Outside would be asked to provide confirmation of how many tiles required replacement to assist on how many tiles to purchase."

This matter has been documented in all minutes since 2024 and provides information on what has occurred to this time. The Executive Committee have approved a quoted price for the tiles only, this approach has been taken to allow spare tiles to be purchased, and stock to be kept onsite for future replacements and

once installation works commence only damaged tiles will be replaced Unfortunately, the Inside Outside who were first discussed as a possibility to assist with the install, have declined the job and therefore as identified in the recent minute's quotes are being sourced for the installation from the carpet company who the OC will purchase the tiles from and a handyman, by approaching two separate trades this allows the EC to determine the most cost effective option.

- The AGM financial schedules are prepared on a 1 December–30 November year rather than the standard 1 July–30 June, with no explanation to owners of when this non-standard financial year was adopted or what implications it has for reporting and oversight. Owners are entitled to understand the reporting period on which budgets and levies are based.

Response: *The financial year for the Owners Corporation is 1 December to 30 November which differs to the government financial year July-June due to when the complex was registered as a unit's plan. It is more common for Owners Corporation financial years not to align with government financial year as a building can register at any time. This has been the financial year for Odin since 2018 and did not change when the complex moved to Signature Strata.*

Together, these issues raise serious questions about whether the EC and manager are exercising due diligence, conducting proper inventory assessment, and providing clear, comprehensible financial information to owners.

Response: *Information provided to all claims made, showing that the EC and manager are undertaking due diligence, conducting inventory assessments and that the financials are correct to the OC financial year.*

POOR COMMUNICATIONS

Communication from management consistently fails on basic standards of grammar, syntax, readability, and timeliness:

- Grammar and syntax errors make notices difficult to parse and professionally embarrassing, particularly when a large proportion of the building's residents are from CALD backgrounds.
- Poor readability – failures in sentence structure, muddled information hierarchy, inconsistent formatting, and logical contradictions create confusion rather than clarity.
- Untimely delivery – critical information about construction works, maintenance schedules, and defect remediation arrives too late for residents to make informed decisions or arrangements.
- Notices about fire safety and emergency procedures fail to meet the applicable legal standards.
- Routine inquiries are met with dismissive or defensive responses, which is unhelpful and inconsistent with basic professional standards.

These communication failures compound the governance problems by preventing residents from understanding their rights, obligations, and the status of building works affecting their daily lives.

Response: *Signature Strata are happy to review any concerns surrounding communications with notices or inquire responses that have been sent to date if examples are provided.*

Signature Strata remains committed to ensure information is passed on as soon as possible however, when other parties are involved in providing that information, Signature cannot control when information is provided.

Fire Safety – on this matter Signature Strata went directly off the contractor's advice, as soon as the fire brigade informed Signature of these errors, amendment notices were issued, and the contractors adjusted their works. Signature Strata are not fire experts and did rely on assuming the contractors had undertaken the necessary review of fire safety, it is the contractors who made this an error not Signature Strata.

OBSERVABLE BUILDING CONDITIONS

These governance failures are reflected in observable deterioration of the building:

- Carpets in common areas are visibly stained and worn.

Response: *This is an action item for this reason.*

- Basement carpark surfaces at lift entrances show deterioration and poor maintenance.

Response: *This can be quoted for rectification, maintenance reports need to be submitted for action to occur which has not happened until this submission.*

- Lift cabins are deeply soiled, damaged, and vandalised, and in some instances so odorous as to be unusable.

Response: The lifts are cleaned 3 times a week to combat the soiling. The damage/vandalised, it was agreed at the June 2024 EC meeting that the quote to rectify for \$13,124.98 would not proceed to avoid a large expense to the apartment owners. Should apartment owners feel strongly that this is a necessary maintenance item, money would need to be raised to undertake the works.

- Gardens and outdoor areas are poorly maintained and vandalised.

Response: New gardener was employed middle of 2025 and has been working to resolve issues left from the previous gardener. However, if owners remain unhappy with gardening services, a new contractor can be reviewed noting this may affect the budget and incur increases to owners.

- Basement carpark areas are used for uncontrolled rubbish dumping, with items left for extended periods. This creates safety hazards, attracts pests, and further contributes to the general appearance of neglect.

Response: Signature Strata have issued out numerous letters on the items stored in the basement, if the item is within a car space this is private property and the OC cannot remove/enforce a resident to adhere, this falls back on the resident to discontinue this behaviour and respect the OC rules. If items are on common property, as indicated in the recent letters issued to all residents these are being removed under the Abandoned Goods Act. EC members have also taken time to remove items in basement for bulky waste pickups to avoid extra charges to the OC where possible.

- Rats have been sighted on at least two residential levels of the building, while vermin control measures appear to have been implemented only in ground floor and basement areas. This suggests pest management is inadequate and not addressing the full extent of the problem.

Response: The pest management is attended to quarterly, implementing pest management on higher levels draws concerns to the health and safety of residents by having a poisonous material within a habitable area, this advice comes directly from your pest control contractor.

REGULATORY CONTEXT

The minutes of 16 December 2025 acknowledge that multiple ACT Government bodies (Construction & Planning, EPA, ACT Fire & Rescue, WorkSafe) have been involved in oversight of the construction project "following each governing body having received varying complaints that needed to be addressed." This indicates the reconstruction project has attracted official regulatory attention.

Response: The project has attracted these governing bodies after residents have made complaints (which residents were entitled to make). The only governing body that found any issues with the project was the fire brigade and these were addressed immediately, there was no further follow up from Construction & Planning, EPA, or WorkSafe.

ABSENCE OF A MAINTENANCE PLAN

The AGM agenda calls for the meeting to agree to a maintenance plan. However, no maintenance plan has been provided to owners with the AGM papers for review. Owners cannot reasonably be asked to endorse a plan they have not seen. The absence of the plan from the circulation package is a further governance concern, particularly given the observable deterioration of common property and the ongoing rectification works.

Response: The maintenance plan was included in the 2022 AGM agenda (held May 2023) and there is currently no requirement for the plan to be included in each agenda thereafter unless changes are made to that plan, such as decommissioning an asset (ie. removal of irrigation system) and the document remains available on the owner's portal for owners to review at any time.

PODIUM RECONSTRUCTION AND LACK OF CONSULTATION

Significant reconstruction works are underway on the podium, yet owners have received no clear information about whether the design has been altered or what the final configuration will be. There has been no community consultation on how this important common area will function once works are complete. Current appearances suggest a largely hard-scaped, open surface. The complex already experiences serious noise issues from activities such as skateboarding; converting the podium into a single, large "echo chamber" is likely to worsen noise impacts to an intolerable level. No consultation has been undertaken to determine how residents could use this space in a way that is sustainable, safe and socially cohesive.

Response: The EC were consulted on the works and agreed to what was proposed which is almost like for like what the OC already had except for the fake grass which will not be reinstalled and the furniture which will be an upgrade at no extra cost.

MOTION FOR DEFERRAL

We move that manager reappointment be deferred pending:

1. A competitive tender process, with at least three alternative proposals evaluated against clear and documented criteria.
2. An independent performance review covering the contract period, including assessment of:
 - o Building maintenance standards and cleaning protocols.
 - o Communications standards (grammar, readability, timeliness).
 - o Inventory management and use of existing scheme assets.
 - o Responsiveness to defect reports and owner inquiries.
 - o Compliance with regulatory standards.
 - o Financial management and value for money.
 - o Professional and courteous treatment of owners.
3. Documented decision-making rationale made transparently and available to owners.
4. Consideration of outcomes from any ongoing regulatory reviews.

Response: *The EC unanimously agreed to extend the contract by 12 months with a review before resigning. Competitive quotes are being sought by the EC and the incoming EC will continue this work. The EC do not believe that the current strata management agency has failed in their capacity manage the ODIN estate, so the competitive quotes being sought are for due diligence purposes. Once tenders are compiled, a vote will be put to the OC to remain with the incumbent or change. The cost of independent performance review will need to be voted on by the OC at a GM and will come at a cost, the previous EC do not think this is a necessary expense given the lack of complaints by owners overall. The incoming EC will discuss any further action at the first meeting in 2026. Minutes of the EC meetings are shared with all owners after each meeting and available upon request.*

RATIONALE

Proceeding with reappointment without these steps exposes the owners corporation to the risk that we are not obtaining value for money, that performance standards are not being properly assessed, and that owner concerns about governance and service quality are not being heard.

A competitive tender process would benefit the owners corporation regardless of outcome – if Signature Strata is the best-performing and best-value option, they will be reappointed on the strength of that assessment.

We urge the EC to exercise its fiduciary duty to the scheme and to owners by deferring this decision pending proper due diligence.

Response: *EC did exercise fiduciary duties by negotiating fees and by presenting a contract with year options allows the OC the opportunity to move management should this be required.*

SUBMISSION PROCESS

We note that this submission is being sent to the strata manager for forwarding to the Executive Committee and tabling at the AGM. We understand that AGM submissions from owners should be included in the meeting materials and reflected in the minutes. We will be reviewing the published minutes to confirm this submission has been appropriately recorded. If AGM submissions are not being properly documented or presented to owners, this would represent a further governance concern requiring attention.

We request that this submission be tabled at the AGM and recorded in full as an addendum to the AGM minutes, so that owners have an accurate record of the concerns raised.

Response: *As no confirmation was provided that this submission was in fact submitted by a registered unit owner, those present at the meeting agreed it could not be tabled. However, has been included in the minutes to ensure all owners have been informed on the matter.*

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	UP4602
A2	<p>General Meeting: Date (or dates) of general meeting at which the reduced quorum decision or decisions were made</p> <p style="text-align: right;">30 / 01 / 2025</p> <p><input checked="" type="checkbox"/> Regularly convened <input type="checkbox"/> Convened after adjournment</p> <p>The general meeting was regularly convened (not following any adjournment under UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).</p> <p>The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).</p>	
A3	Reduced quorum decisions	If there is insufficient space below, tick <input checked="" type="checkbox"/> and attach details to the notice
	Date of decision	Full text of reduced quorum decision
	30 / 01 / 2025	See attached Minutes
	___ / ___ / ____	
A4	<p>Owners Corporation declaration</p> <p style="text-align: center;">6 / 02 / 2025 Date of affixing of seal</p> <p>Signature:</p>  <p>Designation: Strata Manager</p>	

Part B. Details of reduced quorum decisions

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 (3) or (6) (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 (3) or (6) (a), 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 (3) or (6) (a), 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 (3) or (6) (a), 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) or (6) (a), 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 (3) or (6) (a), part 3.1, Schedule 3).

- Such a reduced quorum (of anyone present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (3) or (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 reduce 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 2024 ANNUAL GENERAL MEETING OF THE
OWNERS OF UNITS PLAN 4602 – "ODIN"

DATE HELD: Thursday 30th January 2025 at 5:30pm

VENUE: Hybrid Meeting - 17/11 National Circuit & Via Zoom

PRESENT: Unit 4 – S & C Brown
Unit 6 - C Thomson
Unit 7 - C Vorobieff
Unit 16 - J Fearn
Unit 17 – A James
Unit 31 – A Espinosa
Unit 59 - S Whitting
Unit 76 - K Kalfic
Unit 82 - M Wijayatilake
Unit 83 - G & A Lynch
Unit 94 - T Webster
Unit 107 - T Collins
Unit 110 – S White
Unit 111 – B Valentine
Unit 113 -M Long
Signature Strata - J Burge

PROXY VOTES: Nil.

ABSENTEE VOTES: Unit 27 – P O'Keeffe & N Dao – voting in favour of motions 1 to 7, 12, 13, 16, 17, 20, 21, 22, abstain from motions 14, 15, 18, 19 and voting for motion 8 and against 9, 10, 11.
Unit 33 – K Street - voting in favour of motions 1 to 7, 12 to 22 and voting for motion 10 and against 8, 9, 11.
Unit 87 – M Newson - voting in favour of motions 1 to 6, 12 to 21, voting against motions 7 & 22 and voting for motion 11 and against 8, 9, 10.
Unit 114 – K Murray - voting in favour of motions 1 to 7, 12 to 22 and voting for motion 8 and against 9, 10, 11.

CHAIRPERSON Unit 94 - T Webster

QUORUM A quorum was not present. However the meeting proceeded with a Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011).
Secretarial Note – Owners are advised that under the Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 28 days after the decision was made, the Owners Corporation is to give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.

MEETING FORMALITIES

Noting of chairperson, acceptance of proxies and absentee votes and apologies.

MINUTES

MOTION 1: *That the minutes of the previous annual general meeting held on 1st February 2024 are accepted.*

MOTION CARRIED

Matters arising from those minutes – Nil.

INSURANCE

The Owners Corporation holds building insurance for all defined parts of the building as well as Public Liability insurance over the common property as required by the Unit Titles (Management) Act 2011.

Insurance cover held by the Owners Corporation through Arthur J Gallagher is summarised below

Insurer & Policy No:	CHU / HU0000020850
Renewal Date:	13 th May 2025
Building Sum Insured:	\$66,216,150.00
Excesses:	\$5,000.00
Base Premium:	\$39,021.77
Underwriting Agency Fee	\$150.00
GST	\$3,917.20
Broker Fee	\$500.00
GST	\$50.00
Signature Strata Commission	\$2,146.19
Workers Compensation	
Renewal Date:	13th November 2025
Base Premium:	\$250.00
Broker Fee:	\$5.00
GST:	\$25.50
Signature Strata Commission	\$5.75
Commission Schedule	(AJ) 25% of the brokers commission
Last insurance valuation report:	22 nd June 2022

MOTION 2: *That the Owners Corporation insurance be confirmed as per the policy information provided with the meeting notice.*

MOTION CARRIED

MOTION 3: *That the Owners Corporation endorse continued Brokerage services through the existing broker, Arthur J Gallagher*

MOTION CARRIED

MOTION 4: *That the Owners Corporation authorise the Strata Manager to effect the statutory and additional insurances of the owners corporation*

MOTION CARRIED

INSURANCE VALUATION

MOTION 5: *That the Owners Corporation authorises the Strata Manager to obtain an insurance valuation, and that the level of insurance be adjusted in accordance Valuer's conclusion and recommendation.*

MOTION CARRIED

INSURANCE CLAIMS

Please note there are no open claims on the policy.

AUDIT OBLIGATIONS AND FINANCIAL REPORT

Financial reports for the period ending 31st November 2024 were audited by Kelly & Partners, with their report dated 16th December 2024 finding the financial reports to present fairly in all material aspects.

MOTION 6: *That the independent audit report prepared by Kelly Partners for the period ending 31 November 2024 be accepted.*

MOTION CARRIED

SINKING FUND PLAN

The Owners Corporation of UP4602 obtained their Sinking Fund Forecast Reports on 7th June 2022 to meet legislative requirements, and, pursuant to Section 85 of the Unit Titles (Management) Act 2011, the Sinking Fund Forecast will be renewed and updated prior to 7th June 2026. A copy of the Sinking Fund Forecast is available through the owners portal.

PHYSICAL BUILDING STRUCTURAL DEFECTS

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners Corporation to consider physical building structural defects at each Annual General Meeting. The Owners Corporation can only consider defects affecting common property or the Defined parts of the building specified in the Act.

RECTIFICATION ORDER FOR DEFECTS - UPDATE

Signature Strata have been working to finalise the rectification order. However, as Victory Homes have not complied with the orders from the Registrar's office, regulatory action has been taken by the ACT Government. Unfortunately, the ACT Government has not disclosed to Signature Strata what action has been taken or further options. Signature Strata is following this up regularly with the ACT Government.

Signature Strata are still awaiting the inspection report for a site visit in November undertaken by Peak Consulting and the ACT Government to confirm the defects left outstanding. Unfortunately, as Victory Homes have not given written confirmation that this report could be provided to Signature Strata it has not been received so the contents of the report are not known by Signature Strata or the EC.

Since the agenda was issued, the ACT Government has confirmed that Victory Homes had demerit points imposed on their building licence in November 2023 and following ACT Government site inspection in October 2024 with Peak Consulting it was found the had not reached an acceptable stage of completion noting:

- No additional works on the townhouses had been completed since 16 April 2024
- For passive fire penetrations, one 50mm conduit on Level 5 in the NBN cabinet was not sealed
- Swelling of skirtings adjacent to corridor windows in the tower block requires further monitoring
- A complete refurbishment of the tiled podium area including new tiling and waterproofing (includes complete removal of all artificial grass panels inhibiting proper drainage) was recommended.

As the builder had not complied with requirements of the rectification order, the Registrar has escalated regulatory action by imposing conditions on Victory Home's building licence. This occurred in November 2024 and to date, Victory Home's had not lodged an application for a review of that decision in ACAT. Effectively these licence conditions prevent Victory Home's from undertaking construction work elsewhere in the ACT at sites that require any building approval dated from 1 January 2025.

In January 2025, notification of those conditions were provided to all certifiers in the ACT and the licence condition imposed were made publicly accessible on the ACT Government Licensed Builder Register. Those licence conditions are to remain in place until all the defects identified in the rectification order for Odin have been properly remediated.

The Registrar remains intent on ensuring that Odin is compliant with the relevant Building Code of Australia. As such, the ACT Government are requesting a meeting in February with the Executive Committee and Victory Homers (should they choose to attend) in order to re-set a timetable for the satisfactory completion of works.

MAINTENANCE ISSUES

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners Corporation to consider maintenance issues (new or outstanding) at each General Meeting.

NEW MAINTENANCE ITEMS:

Installation of New CCTV Cameras – Discussed and voted on, please refer agenda item.

Lifts Swipe Access – For this item to be considered further, the intercom systems would require an upgrade as the current system is not compatible with swipe access. Those present at the meeting agreed this item would not be further investigated, instead agreed to reconsidered this during any lift refurbishments in future years.

Window Cleaning – Upon confirmation the ladder for roof access on the apartments is compliant and the townhouse roofs are completed, window cleaning will be conducted. Alternatively, options for window cleaning with a boom lift would be considered.

Pigeons – It was raised that the pigeons were an ongoing problem, the incoming executive committee would review installation of bird spikes.

Fire Doors – Owners are reminded that stairwell doors on lower levels (ground/basement) are unlocked due to fire regulations to ensure a clear path for exiting, stairwell doors on upper levels are locked for security purposes.

Balcony Strip Edging – It was raised ahead of the meeting that some balconies around the complex had a metal strip on the edge of the balconies and others did not. This matter is not considered a defect and cannot be added to the rectification order. A balcony must have two overflow points (one being the drain and the other the edge of the balcony) and it is believed that the balconies that have edging is due to balcony overhang and it was agreed to have a contractor attend site and visual inspect the matter to confirm this, if the contractor confirmed the balconies with edging required this and others did not, the matter would be closed.

Pest Control – The meeting agreed to proceed with the quote from the pest controller for installation of rat bait stations around the complex to eliminate the recent rat sighting.

Driveway Intercom – A work order would be issued to resolve the screeching noise for the driveway intercom.

Bollards – It was requested that an audit of the bollards around the complex occur to ensure when being fixed they were all completed at the same time.

Gardening – It was agreed that a gardening tender would be considered with the incoming Executive Committee.

ONGOING MAINTENANCE ITEMS:

Irrigation – Venture Plumbing had conducted works to the irrigation sprinklers however, the irrigation piping was now bursting, this had been reported to the gardener to quote/repair and a secondary company was also quoting.

Rust Spots on Door Frames – As two quotes had now been received with the second company confirming over 18 doors affected on just two floors of the complex, a further site walk around would be requested with the second company as the cost per door would decrease for a larger project. Owners are reminded that any works that occurs internal/unit side of the frame will be the specific units to cover and that the works currently suggested may not resolve the problem as the only way to eliminate the moisture inside the door frame would be to remove the door and doorframes which is not currently a viable option for discussion. This would be an ongoing action item for the incoming Executive Committee.

Carpet Tiles – Quotes were still being sourced for the carpet tiles squares and would be further discussed with the incoming Executive Committee.

Driveway Grates – Due to noise complaints. it was agreed to have the plumber review the sump pits in the driveway and confirm if the grates were an issue.

MAINTENANCE CONTRACT RENEWALS:

Cleaning Contract – In the past 12 months, Signature Strata had received very few complaints regarding the cleaning so raised with those present if they had any feedback to raise. Those present discussed a few items surrounding the bin room cleanliness, the basement having grease stains and wishing to confirm what tasks were being completed per visit. It was noted that the bin room was a combination of cleaning and resident behaviour, the cleaning aspect and the grease stains would be raised with Inside Outside, and include for owners information is the schedule of tasks;

Scope	Monday	Wednesday	Friday
• Clean walls to remove marking where possible		Foyers X	
• Clean lift and Lift tracks			X

• Cobweb			X
• Dust skirting same day as vacuuming	X		
• Wipe letterboxes	X		X
• Wipe all touchpoints including intercoms	X	X	X
• Clean glass at entries and exits, front and rear		X	
• Vacuum/sweep all common floors including entry mats	X		x
• mop walkways and stairs		Foyers X	
wash tiles main entry with bird droppings	X		X
• Remove scuff marks off walls where possible, and dust skirting boards, all levels	X		
• Deodorise hallways	X		
• Elevators-clean tracks, wipe lift doors on each level, wipe button panel-No fob required for elevator use between floors			X
• Remove cobwebs where accessible up to 3 metres			X
• Report any common area damage and hazards to the Strata Manager. Common Areas-Bin room clean, litter picking in entertainment area	X	X	X
• Clean up waste area - Clean janitor toilet		X	
• Sweep & remove any litter from garbage room		X	
• Pick up litter from around common areas	X	X	X
• Report any common area damage and hazards to the Strata Manager. Common Areas-Bin room clean, litter picking in entertainment area	X	X	X
• Clean up waste area - Clean janitor toilet		X	

Plumbing Contract – Whilst the plumbing contract had some issue in 2024, O'Neill & Brown Plumbing (ONBP) had improved since spoken to about the concerns and at this time, the plumbing would continue with ONBP.

MAINTENANCE PLAN

Section 24 (2) of the Unit Titles (Management) Act 2011 states that an Owners Corporation must prepare a maintenance plan containing matters prescribed by regulation (4A).

The Unit Titles (Management) (Meeting Agenda) Guidelines 2023 requires that the Maintenance Plan be reviewed at each Annual General Meeting. The Maintenance Plan can be found on the owner's portal.

MOTION 7: *That the Maintenance Plan be confirmed as adequate.*

MOTION CARRIED

FIRE SAFETY

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners Corporation to review provisions and compliance with the national construction code for fire safety, and at each Annual General Meeting.

All emergency and fire systems are maintained to Australia Standards 1851 by your fire control contractor, 360 Degree Fire. The compliance certificate provided was noted.

AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners to assess the adequacy of authorisations, delegations and appointments.

The following authorisations, Delegations and Appointments are in place.

- The Executive Committee are authorised to make determinations regarding investment of funds into interest bearing term deposits.
- The Executive Committee are authorised to make determinations regarding appointment of service contractors.

INSTALLATION OF NEW CCTV CAMERAS

Over the past 12 months quotes have been obtained for the installation of new CCTV cameras for the apartment, proposed locations for the cameras include both sides of the garage door, all entrances on the ground floor, the basement ramp and the lift lobbies on both basement floors.

As the Apartment Sinking Fund includes CCTV costs in future years, this install can be covered via the Sinking Fund with costs being recouped over two years (this year and next year) or the cost of install can be included into this year's levies to ensure the sinking fund remains in line with its current forecast.

Whilst these quotes have been obtained and discussed at Executive Committee meetings, it was the committee's decision to bring this forward for all owners to express their opinions and vote as the current committee do not have a set view on this matter.

MOTION 8: *That the Owners Corporation agree to engage Access & Intercom to install 9 new CCTV cameras for the Apartments for the cost of \$6,800.00 plus GST, to be funded by Apartment owners only.*

MOTION CARRIED

MOTION 9: *That the Owners Corporation agree to engage Smart Design to install 9 new CCTV cameras for the Apartments for the cost of \$10,620.00 plus GST. to be funded by Apartment owners only.*

MOTION FAILED

MOTION 10: *That the Owners Corporation agree to engage CXI to install 9 new CCTV cameras for the Apartments for the cost of \$13,972.04 plus GST. to be funded by Apartment owners only.*

MOTION FAILED

MOTION 11: *That the Owners Corporation agree not to proceed with the install of new cameras.*

MOTION FAILED

Vote Count –please note, the townhouse units abstained from voting.

Motion 8 - Yes – 7, No – 6, Abstain – 5

Motion 9 - Yes – 0, No – 13, Abstain – 5

Motion 10 - Yes – 1, No – 12, Abstain – 5

Motion 11 - Yes – 5, No – 8, Abstain – 5

BUDGET DEBATE

Levies are payable by the agreed due date. Interest of 10% accrues on unpaid levies.

Administrative Fund General (Units 1-121)

MOTION 12: *That the proposed Administrative Fund budget of \$168,098.00 (plus GST) for the period 1 December 2024 to 31 November 2025 be adopted.*

MOTION CARRIED

Administrative Fund General (Units 1-121) Levy Contribution

MOTION 13: *That the Owners Corporation determines an Administrative Fund Levy Contribution of \$168,098.00 (plus GST) for the twelve-month period, commencing 1 December 2024 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1st of February 2025, 1st of May 2025, 1st of August 2025 and 1st of November 2025.*

MOTION CARRIED

Administrative Fund Townhouses (Units 1-25)

MOTION 14: *That the proposed Administrative Fund budget of \$5,000.00 (plus GST) for the period 1 December 2024 to 31 November 2025 be adopted.*

MOTION CARRIED

Administrative Fund Townhouses (Units 1-25) Levy Contribution

MOTION 15: *That the Owners Corporation determines an Administrative Fund Levy Contribution of \$5,000.00 (plus GST) for the twelve-month period, commencing 1 December 2024 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1st of February 2025, 1st of May 2025, 1st of August 2025 and 1st of November 2025.*

MOTION CARRIED

Administrative Fund Apartments (Units 26-121)

MOTION 16: *That the proposed Administrative Fund budget of \$104,720.00 (plus GST) for the period 1 December 2024 to 31 November 2025 be adopted.*

MOTION CARRIED

Administrative Fund Apartments (Units 26-121) Levy Contribution

MOTION 17: *That the Owners Corporation determines an Administrative Fund Levy Contribution of \$104,720.00 (plus GST) for the twelve-month period, commencing 1 December 2024 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1st of February 2025, 1st of May 2025, 1st of August 2025 and 1st of November 2025.*

MOTION CARRIED

Sinking Fund Townhouses (Units 1-25)

MOTION 18: *That the proposed Sinking Fund Expenditure Budget of \$2,531.00 (plus GST) for the period 1 December 2024 to 31 November 2025 be adopted.*

MOTION CARRIED

Sinking Fund Townhouses (Units 1-25) Levy Contribution

MOTION 19: *That the Owners Corporation determines a Sinking Fund Levy Contribution of \$32,595.00 (plus GST) for the twelve-month period, commencing 1 December 2024 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1st of February 2025, 1st of May 2025, 1st of August 2025 and 1st of November 2025.*

MOTION CARRIED

Sinking Fund Apartments (Units 26-121)

MOTION 20: *That the proposed Sinking Fund Expenditure Budget of \$17,914.00 (plus GST) for the period 1 December 2024 to 31 November 2025 be adopted.*

MOTION CARRIED

Sinking Fund Apartments (Units 26-121) Levy Contribution

MOTION 21: *That the Owners Corporation determines a Sinking Fund Levy Contribution of \$131,474.00 (plus GST) for the twelve-month period, commencing 1 December 2024 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1st of February 2025, 1st of May 2025, 1st of August 2025 and 1st of November 2025.*

MOTION CARRIED

Secretarial Note - The levy contributions due 1st February 2025 will be extended to 7th March 2025.

STRATA MANAGEMENT AGENCY AGREEMENT

Section 50 of the Unit Titles (Management) Act 2011 and Section 100 of the Agents Act, requires a Strata Managing Agent to have a written agreement with its client.

MOTION 22: *That the Owners Corporation of UP4602 agrees in accordance with Section 50 of the Unit Titles (Management) Act 2011, to the following:*

- a) That Signature Strata Pty Ltd be appointed as Managing Agent, for a period of one (1) years;*
- b) That the Owners Corporation delegate to the Managing Agent all functions of the Owners Corporation (other than those prohibited by the Act) necessary to enable the agent to carry out the agreed services and additional services if required;*
- c) That the Owners Corporation execute a written agreement to give effect to this appointment and delegation;*
- d) That the delegation to the agent is subject to the conditions and limitations listed in the agreement;*
- e) That authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting.*
- f) That two members of the Owners Corporation/Executive Committee be authorised as signatories on behalf of the Owners Corporation to sign the Agency Agreement with Signature Strata.*

MOTION CARRIED

ELECTION OF COMMITTEE

MOTION 23: *That the Owners Corporation determine the number of members to form the Executive Committee until the next Annual General Meeting, with the appointment of those members to take place at this meeting.*

MOTION CARRIED

It was agreed that six (6) positions would form the executive committee prior to the next annual general meeting comprising as follows;

Unit 4 – S Brown, Unit 6 - C Thomson, Unit 7 - C Vorobieff, Unit 33 – K Street, Unit 76 - K Kalfic, Unit 94 - T Webster.

GENERAL BUSINESS

Parking – It was noted that visitor parking remained an issue, owners are encouraged to advise Signature Strata on this matter and where possible, units would be contacted or companies for business vehicles.

Unapproved CCTV Camera – It was noted a ground floor unit on the apartments had an unapproved CCTV camera in their courtyard, this would be dealt with by Signature Strata and the offending unit.

Peepholes – It was queried if peepholes could be installed on the apartment unit doors. The peephole must be installed by a fire professional as it is required to be a fire rated and an application must be made to the Executive Committee for approval prior to any install occurring.

Odin Facebook Page– Signature Strata wishes to remind residents that the Odin Facebook page is not a platform to report issues, any commentary reported on this page will not be actioned. All requests are to be submitted to Signature Strata by email or via the owner's portal.

CLOSURE

There being no further business the meeting closed at 7:14PM.



**MINUTES OF EXECUTIVE COMMITTEE MEETING
UNITS PLAN 4602 – “ODIN**

DATE & TIME: Tuesday 24th February 2026 - 5:30pm to 6:38pm.
LOCATION: Zoom Online Meeting.
PRESENT: C Thomson, K Street, T Webster.
J Burge representing Signature Strata.
APOLOGIES: K Kalfic.
QUORUM: A quorum was declared present, and the meeting proceeded.

MINUTES:

1. CONFLICT OF INTEREST DECLARATION - no conflicts to declare.

2. CONFIRMATION OF MINUTES - 16th December 2025 – confirmed.

3. ACKNOWLEDGMENT OF EC CODE OF CONDUCT

4. APPOINTMENT OF OFFICE BEARERS

- **Chairperson** – T Webster
- **Treasurer** – C Thomson
- **Secretary** – K Street

5. FINANCIAL DISCUSSION

• Available General Admin Balance	\$29,077.08
• Available Townhouses Admin Fund Balance	\$15,127.87
• Available Townhouses Sinking Fund Balance	\$184,629.20
• Available Apartment Admin Fund Balance	\$19,579.05
• Available Apartment Sinking Fund Balance	\$615,532.50
• Current Arrears	\$11,167.41

Note: The Committee endorsed Signature Strata proceeding to debt collection for the one unit with outstanding arrears. An update for the unit currently in debt collection was discussed following a recent hearing on the debt.

6. DEFECTS DISCUSSION

Whilst a formal update from the ACT Government was not received in time for this meeting, based on recent communication with Victory Homes, Signature Strata was able to provide the following update:

- **Townhouses** – Victory Homes had released the recent Peak Consulting inspection report which provides advice that the roofing defects were now complete however, some internal works remained outstanding, Signature Strata would continue to follow these up until completion was confirmed.
- **Podium Works** – Initial handover of the podium was completed with Signature Strata & BluePrint the day of this meeting as works were at roughly 90-95% complete. Due to a material discrepancy, the podium could not be completed until additional tiles were received in April. Signature Strata to follow up on warranty for these works once complete.
- **Passive Fire Systems** – The fire engineer had provided certification of the passive fire repairs excluding the fire doors. ACT Government stance remained that the doors were maintenance not a defect, dispute being included in the rectification order. It was likely that these repairs would need to be funded from the sinking fund.

7. ACTION ITEMS

- **Carpet Tiles** – Two quotes were discussed and the meeting agreed to proceed with the quote from Solomon's Flooring with one amendment to the quote, that additional boxes of tiles were purchased to current a stock for the OC to store onsite for future repairs.
- **Level 4 Window** – Two quotes were discussed and the meeting agreed to proceed with the quote from Twenty2 Construction with one amendment to the quote, that internal rectification be included in the scope of works.
- **Gardening Upgrades** – The gardener had supplied a quote for wooden bollards as their supplier was unable to provide rocks at this time, the meeting agreed that wooden bollards would not be effective and would wait for rocks to become available again. Signature to follow up when the mulch agreed at the previous meeting would be completed.

8. OTHER MATTERS

- **Cleaning Contract** – Following a complaint being received, as Signature Strata were onsite for the pre-handover meeting, a walk around of site was conducted. The overall cleaning appeared fine at the time of this visit, the only suggestion was that the wall tiles on the lift surrounds on each floor could use a deep clean and the peeling lift panel needed attention (this was not the cleaner's responsibility and would be sent to Schindler). Signature to discuss the deep clean with Inside Outside.
- **Gardening Contract** – It was noted that the overall standard of gardening was not of concern at this time, it was more specific items such as garden beds with lower soil levels causing run off during rain. If landscaping was needed to resolve, the EC would consider this. It was requested that the gardener provide proactive feedback on matters onsite moving forward.
- **Storage Cages & Items in Basement** – Following the basement clear out, further items had been dumped, this would continue to be monitored. Units with items still on top of cages and withing hallways outside unit doors would be written too for further breaches of fire regulations.
- **Strata Management Tender** – The committee noted they were underway with the management tender and were seeking advice from a strata consultant for budget advice as well. The next EC meeting in May will discuss calling a General Meeting in the second half of the year to discuss the tender results.
- **Motorcycle** – It was noted that a resident continued to store their motorcycle in a common space by locking said space. A notice would be issued advising all residents this behaviour was not acceptable, and the lock would be removed and replaced with an OC lock to prevent this from occurring again.
- **Signage** – It was agreed to source quotes for signage to assist delivery drivers to minimize the ongoing issue of parcels being delivered into the apartment for townhouse units.

Jaimii Burge

Executive Strata Manager – Signature Strata



**MINUTES OF EXECUTIVE COMMITTEE MEETING
UNITS PLAN UP4602 – “ODIN”**

DATE & TIME: Tuesday 16th December 2025 at 5:30pm.
LOCATION: Zoom Online Meeting.
PRESENT: S Brown, C Vorobieff, K Street, T Webster.
J Burge representing Signature Strata.
APOLOGIES C Thomson, K Kalfic.
QUORUM: A quorum was declared present, and the meeting proceeded.

MINUTES:

1. CONFLICT OF INTEREST DECLARATION – no conflicts to declare.

2. CONFIRMATION OF MINUTES – 16th September 2025 – confirmed.

3. FINANCIAL DISCUSSION

• Available General Admin Balance	\$ 29,992.53
• Available Townhouses Admin Fund Balance	\$ 14,845.91
• Available Townhouses Sinking Fund Balance	\$ 181,834.35
• Available Apartment Admin Fund Balance	\$ 32,546.17
• Available Apartment Sinking Fund Balance	\$ 605,292.37
• Current Arrears	\$ 11,908.22

4. DEFECTS DISCUSSION

The Townhouse defects were nearing completion, with Victory Homes advising all external defects having been completed and with internal works having commenced. Unfortunately, despite Signature Strata requesting that the superintendent (Peak Consulting) inspect the external works prior to internal works being undertaken, Victory Homes had pushed back and would only be engaged Peak Consulting for one inspection to sign off on external/internal at the same time which the ACT Government had not disputed this engagement. It was noted at the time of this meeting that one affected townhouse was continuing to report ongoing leaks despite Victory Homes' advice.

The podium works have been complex in nature due to the various regulations that need to be met by Construction & Planning (the rectification order team), EPA, ACT Fire & Rescue and Work Safe following each governing body having received varying complaints that needed to be addressed whilst also accommodating each other. At this time, the machinery works have been completed, and the contractors are commencing Saturday work to assist in delivering the works ahead of schedule if possible.

It was noted that an owner complaint had been submitted to Signature Strata regarding the overall handling of the project (in the lead up and once commenced), this matter was discussed by the owner and Signature Strata to reach a resolution.

5. AGM PREPARATION

- **Draft Agenda** – The draft agenda was reviewed by the meeting with the AGM date agreed to be on 28th January 2026.
- **Draft Budget** – The first draft of the budget was discussed, and the meeting agreed the general admin and apartment admin could not be run at a deficit this year however, Signature Strata would revise the budget to run the townhouse admin/sinking and the apartment sinking at deficits to alleviate the increase to the levies, once these changes have been made the committee will review the budget again offline.
- **Net Commissions Letter** - Signature Strata have made a business decision to transition away from receiving insurance commissions. As a result, our Management Fee structure has been adjusted. The letter was reviewed by the meeting.
- **Draft Strata Management Agreement** – The draft management agreement was reviewed, and the meeting agreed to present Signature Strata's contract to the AGM, the duration of the contract would be discussed by the committee offline.

6. ACTION ITEMS

- **Carpet Tiles** – The committee had approved offline the carpet tile unfortunately Inside Outside were unable to assist with the install as originally discussed. Signature Strata were sourcing quotes from Solomon's (the carpet company) and a handyman to undertake the works, this would be discussed further offline once received.
- **Bird Spikes** – The work order had been issued to Touchdown for installation of bird spike above the entrances of the apartments, this work would be undertaken in 2026
- **Gardening** – The meeting agreed to the quote supplied by the gardener for mulching of some common areas. The gardener had also suggested sourcing small rocks in place around some of the grass areas to minimise the issues with the irrigation lines being damaged, the committee were in support of this approach.
- **Level 4 Window** – Quotes had been sourced for the level 4 window water ingress issues, further clarification was required prior to the committee making a final decision.
- **Fob System Issues** – It was noted that multiple units within the apartments were experiencing issues with their fobs, National Electrical Solutions (NES) the security contractor had been onsite reviewing the issues and was uncertainty at this time of the exact cause however it was believed to be an issue with the recent batch of fobs. The meeting agreed to arrange a new batch of fobs for the affected units.
- **Driveway Drains** – It was requested the driveway drains be reviewed again by the committee. At the time of the meeting no other complaints had been received on this issue and due to the advice from contractors on the matter, the committee agreed this was not an action item that would be pursued at this time.

7. OTHER MATTERS

- **Cleaning Contract** – No complaints had been received for the cleaning contract at the time of this meeting however it was noted the annual carpark clean had not been complete which Signature Strata would follow up to be completed early 2026.
- **Inappropriate Storage Within the Basement** – After recent inspections by Signature Strata the overall disarray of the basement carpark and storage cages was observed. As per the register rules of the owner's corporation and fire regulations that need to be met, offending units will be sent notices to compile and remove items. In addition, all apartment owners would be issued with notice for starting the Abandoned Goods Act for items left on the common property.
- **Icon Water Unit Meter Network Testing** – Icon Water had undertaken their testing, if anything further was received for the Owners Corporation, this would be passed onto the committee to review.
- **Townhouse Cladding** – This matter would be reviewed by a builder in early 2026 to determine if the peeling cladding was an issue of concern or just a cosmetic issue.

As there was no further business, the meeting closed at 6:46pm.

Jaimii Burge
Executive Strata Manager – Signature Strata



MINUTES OF EXECUTIVE COMMITTEE MEETING UNITS PLAN 4602 – “ODIN”

DATE & TIME: Tuesday 16th September 2025 at 5:30pm
LOCATION: Zoom Online Meeting
PRESENT: S Brown, C Vorobieff, C Thomson, K Street & T Webster
J Burge representing Signature Strata.
APOLOGIES: K Kalfic
QUORUM: A quorum was present, and the meeting proceeded.

MINUTES:

1. **CONFLICT OF INTEREST DECLARATION** - There were no conflicts to declare.

2. **CONFIRMATION OF MINUTES** – 4th June 2025 – confirmed.

3. FINANCIAL DISCUSSION

• Available General Admin Balance	\$ 68,800.74
• Available Townhouses Admin Fund Balance	\$ 13,064.84
• Available Townhouses Sinking Fund Balance	\$ 172,823.09
• Available Apartment Admin Fund Balance	\$ 32,946.79
• Available Apartment Sinking Fund Balance	\$ 579,149.60
• Current Arrears	\$ 13,169.64

Note – The committee discussed the 6 units in arrears and provided approval to a unit who was changing their payment plan terms, agreed to continue the Signature Strata arrears process for 4 units and would await further information from Signature on the final unit currently undergoing debt collection.

4. DEFECTS DISCUSSION

Signature Strata had received notification from Victory Homes that the roofing for the townhouses was complete, and Peak Consulting had requested to attend and undertake an inspection report to confirm this. However, Signature had been notified that one of the townhouses continued leaking, contradicting the advice from Victory Homes. Signature Strata was awaiting a response from the ACT Government on how to proceed with the townhouse defects. The podium defect work was due to commence shortly now that the weather was warmer.

5. ACTION ITEMS

- **Carpet Tiles** – The Executive Committee had reviewed the carpet tile options and agreed to the closest tile option. Signature Strata was in discussion with Solomon's Flooring to have the tiles delivered to site for Inside Outside to undertake the refit of tiles.
- **Bird Spikes** – Signature Strata to follow up with Touchdown to confirm if they will be quoting these works noting this was not completed during the recent window clean.

6. OTHER MATTERS

- **Cleaning Contract** – Since the last meeting, Signature had received no complaints from residents regarding the cleaning.
- **Storage Cages** – Items on storage cages remained ongoing. Noting the July bulky waste collection had not progressed due to the change in bin contractors, Signature would book the next available bulky waste collection.
- **Balcony Edging** – Based on advice received regarding the balcony lips, the Executive Committee agreed to close this item off and not proceed any further.
- **Icon Water Unit Meter Network Testing** – Icon Water had contacted Signature Strata requesting Odin participate as a test building for “unit metering network testing” following recent legislative changes the ACT Government was introducing for A class buildings. All work would be completed on the common property and be minimally disruptive.

- **Waste Contamination** – The recent change in bin contractors was seeing Owners Corporation's missing recycling collections due to stricter policies surrounding contamination. Whilst this hasn't yet affected Odin, the meeting discussed options to avoid missed collections or how to deal with JJ Richards communication on missed collection (tags on the bin only). Inside Outside would be asked to rearrange the bins and notify Signature if a bin was tagged.
- **Bin Room Drain** – T Webster noted the bin room drain had recently been overflowing, Signature would issue a work order once T Webster confirmed if this was still an issue.
- **Embedded Network** – It was agreed that a discussion on the embedded network would need to be considered in a future meeting to better understand the situation for all owners.
- **Signage for John Gorton Door** – It was requested that Signature Strata follow up on having the signage placed on the John Gorton Door as soon as possible.

As there was no further business, the meeting closed at 6:15pm.

Jaimii Burge
Executive Strata Manager – Signature Strata



MINUTES OF EXECUTIVE COMMITTEE MEETING UNITS PLAN 4602 – “ODIN”

DATE & TIME: Wednesday 4th June 2025 at 5:30pm
LOCATION: 17/11 National Circuit, Barton & Zoom:
PRESENT: C Vorobieff, C Thomson, K Street K Kalfic & T Webster
J Burge representing Signature Strata.
APOLOGIES: S Brown
QUORUM: A quorum was present, and the meeting proceeded.

MINUTES:

- 1. CONFLICT OF INTEREST DECLARATION** - There were no conflicts to declare.
- 2. CONFIRMATION OF MINUTES** - 25th February 2025 – confirmed.
- 3. APPOINTMENT OF OFFICE BEARER**
 - **Secretary** - C Vorobieff

4. FINANCIAL DISCUSSION

• Available General Admin Balance	\$49,949.31
• Available Townhouses Admin Fund Balance	\$16,510.19
• Available Townhouses Sinking Fund Balance	\$163,254.45
• Available Apartment Admin Fund Balance	\$40,183.45
• Available Apartment Sinking Fund Balance	\$540,612.26
• Current Arrears	\$21,951.67

Note – The committee agreed to refer a unit to debt collection as they had not adhered to their agreed payment plan.

5. DEFECTS DISCUSSION

Signature Strata had met with Victory Homes and the contractor engaged to undertake the podium work to review the quote and resolve questions raised by the executive committee. The meeting agreed to proceed with the current proposal for works to the podium which would be conducted in stages to minimise disruptions to residents. Signature would contact the ground floor units that would be required to provide access to their courtyards for the work and would follow up with the contractors to confirm an access question.

The townhouse roofing and internal repairs were still ongoing, which the ACT Government was following up with Victory Homes to resolve.

6. ACTION ITEMS

- **Irrigation** – the quote approved for irrigation piping repairs had been actioned however the contractor advised on an inability to location the solenoids. The meeting agreed to ask P&P the new gardener to map out the irrigation system in full if needed for future repairs.
- **Window Cleaning** – Two quotes were sourced for window cleaning which would also include window cleaning of inaccessible windows. a spider spray and gutter cleaning for both townhouses and apartments and re-certification of the height safety system for the apartments only. The meeting agreed to proceed with the quote provided by Touchdown, Signature would arrange and issue out notices once works were booked.
- **Carpet Tiles** – Two quotes were sourced, and the committee had agreed with the quote supplied by Solomon's Flooring. Signature Strata was in the process of confirming the specific carpet tile to match and then a quote would be sourced for Inside Outside to replace the soiled carpet tiles, this would occur following the upcoming carpet clean.
- **Bird Spikes** – no quotes have been submitted for install for bird spikes to date, the meeting agreed to ask Touchdown to quote these works in conjunction with the window clean.

- **Bollards** – Following damage to the bollard located next to the disabled visitor spot, quotes were sourced for different options to prevent the continued damage. The meeting agreed to proceed with the quote supplied for a guardrail, the rail would not deny access to the disabled spot or the fire hydrant.

Note – the following action items have been completed CCTV install, rust spots on door frames, pest control, driveway intercom, gardening contract. The committee agreed not to action changes to the driveway grates based on advice from contractors

7. OTHER MATTERS

- **Cleaning Contract** – Over the past three months, Signature had received one complaint on the cleaning contract. When requesting additional information on that complaint, there was no further communication received from the resident.
- **Storage Cages** – It was noted items were being removed from on top of storage cages and reappearing on common property and in parking spaces. It was agreed to book the next bulky waste collection scheduled for July and the items on common property would be removed during this collection. Residents are reminded that car spaces are for vehicles only.
- **Balcony Edging** – Following an onsite walk around, Twenty2 Construction was investigating the balcony edging to provide formal advice to the committee.
- **Signage for John Gorton Door** – It was agreed that signage would be placed on the John Gorton Door, similar to the other Signature Strata signage.

As there was no further business, the meeting closed at 6.25pm

**Jaimii Burge
Executive Strata Manager – Signature Strata**



MINUTES OF EXECUTIVE COMMITTEE MEETING
UNITS PLAN 4602 – “ODIN”

DATE & TIME: Tuesday 25th February 2025 at 5:30pm

LOCATION: 17/11 National Circuit, Barton & Zoom:

PRESENT: S Brown, K Street & T Webster
J Burge representing Signature Strata.

APOLOGIES: C Vorobieff, C Thomson, K Kalfic.

QUORUM: A quorum was not present; however, the meeting still proceeded as scheduled. Any decision made would require endorsement by those members not in attendance prior to actioning.

MINUTES:

1. CONFLICT OF INTEREST DECLARATION - There were no conflicts to declare.
2. CONFIRMATION OF MINUTES – 18th December 2024 – confirmed.
3. ACKNOWLEDGMENT OF EC CODE OF CONDUCT – The code of conduct was acknowledged.
4. APPOINTMENT OF OFFICE BEARER
 - Chairperson – T Webster
 - Secretary – no member was elected at this meeting, this would be confirmed prior to the next meeting.
 - Treasurer – C Thomson
5. FINANCIAL DISCUSSION
 - Available General Admin Balance - \$49,599.11
 - Available Townhouses Admin Fund Balance - \$14,878.31
 - Available Townhouses Sinking Fund Balance - \$151,796.16
 - Available Apartment Admin Fund Balance – \$19,288.76
 - Available Apartment Sinking Fund Balance - \$527,313.41
 - Current Arrears – \$12,815.43

6. DEFECTS DISCUSSION

The ACT Government had finally distributed the inspection report from the November onsite meeting and had advised an onsite meeting with ACT Government, Victory Homes, Peak Consulting, Signature Strata, and members of the executive committee would still be required to discuss the podium.

Below is a break down of the report the only difference being the pictures have been excluded from these minutes.

Townhouses	Findings - No additional works have been completed since issuing the builder with the inspection record dated 16 April 2024. Recommendations - Refer to the inspection record dated 16 April 2024 and complete all outstanding items indicated within that inspection record. A further inspection by Peak Consulting of completed items is required. Notify Peak Consulting upon completion to arrange the inspection.
Apartment Tower - All levels, Concrete slab penetrations.	Findings - Concrete slab penetrations within cabinetry have been sealed and tagged.

	<p>Different methodologies have been utilised to seal the penetrations. One 50mm conduit on level 5 was not sealed. One cable passes through the conduit.</p> <p>Recommendations - Gain access into the NBN cabinet, identify the 50mm conduit, seal and tag.</p>
Apartment Tower - All levels, smoke seals, fire escape and intermediate corridor.	<p>Findings - Face mounted smoke seals are installed to the fire escape doors and are functioning as required. Intermediate corridor doors were inconsistent in closing even though the compliance tag had been punched to indicate testing in August 2024.</p> <p>Recommendations - Adjust the smoke seal to the fire escape (eastern elevation) to allow operation of the seal. Trigger point not being activated. Fire compliance assessor to return to site and reassess intermediate corridor doors. Ensure doors closed on request.</p>
Apartment Tower - All levels.	<p>Findings - Swelling of skirting board trims remain immediate to the exterior windows. The builder advised that glazing beads have been replaced in an attempt to eliminate water ingress. It appears water ingress may be active in these areas.</p> <p>Recommendations - Continue to monitor these areas for any evidence of manifestation swelling of the skirting boards and dampening of the carpet floor squares.</p>
Apartment Tower - Ceiling and roof access.	<p>Findings - A timber platform has been constructed surrounding the ceiling hatch providing access to the roof hatch. Timber roof trusses have not been cut or interrupted during the installation of the platform. A static ladder has been installed to provide access to the roof surface.</p> <p>Recommendations - No action required.</p>
Apartment Tower - Level 5, fire escape compartment.	<p>Findings - The horizontal concrete slab joint has been filled with an engineered grout to close gapping.</p> <p>Recommendations - No action required.</p>
Apartment Tower - Podium.	<p>Findings - Pergola structures have been installed with additional bracing elements. The bracing elements have improved the bracing of the structures, but movement remains present due to the height of the pergola posts. The tiled surface displays delamination, cracking and tenting. Trip hazards and potential areas for injury exist.</p> <p>Recommendations - A complete refurbishment of the tiled podium area. Refurbishment to include a waterproofing sheet membrane upon a graded cement screed. Direct tile application is recommended in lieu of pedestal pavers due to water freezing on the pedestal pavers during winter months that will cause slip resistance concerns. Garden furniture to remain but raised above the surface to allow drainage and ventilation. Pergola structures to be incorporated into the waterproofing system. Artificial grass to be removed due to poor drainage being induced by the surface. Further discussion with the Owners Corporation is recommended on this aspect.</p>

7. ACTION ITEMS

- Irrigation – A quote had been received ahead of the meeting for affecting repairs to the irrigation system including the poly pipes, this would be circulated to the committee out of session for a decision to be made.
- CCTV – A work order had been issued for the CCTV approved at the AGM, a start date had not been confirmed at the time of this meeting.
- Window Cleaning – Quote requests have been issued out for cleaning of the windows now the HSS had been confirmed, the quotes would include HSS recertification which would be required and optional extras such as gutter cleaning, balustrade cleaning and pest cleaning/spraying options.
- Rust Spots on Door Frames – Two quotes had been received for rust spot treatments, Twenty2 Constructions had agreed to lower his quote should the job be treated as a whole project (all floors), this would be agreed out of session by the committee.
- Carpet Tiles - Quote requests have been issued and followed up on multiple occasions, once received the committee will discuss out of session.
- Bird Spikes - Quote requests have been issued out for installation of bird spikes over entrance points, T Webster would send through photos to assist the contractors in quoting.
- Pest Control – The pest spray had been conducted on 12th February and rodent baits had been installed, bait stations would be further discussed out of session.
- Driveway Intercom –The works to the driveway intercom had now been conducted, the committee members present do not have any feedback to provide if this had improved the issue, Signature Strata would follow up with the owner who raised the matter.
- Gardening Contract – Two quotes had been received for the gardening tender with costs ranging between 1320 to 4666 per month, which would increase the annual costs extremely. Additional quotes were being issued and the committee would discuss out of session.
- Driveway Grates – O'Neill & Brown Plumbing had been requested to review on their next attendance to site, an attendance date had not been confirmed at the time of this meeting.
- Bollards – Point FS had conducted a walk around of site and the only bollard requiring repairs was the bollard next to the disabled visitor parking space, which was completed whilst onsite.

8. OTHER MATTERS

- Cleaning Contract – It was noted the basement 2 stain and bin rooms were still awaiting cleaning and the hard waste was starting to build up again. Signature Strata would follow up on the clean and review dates for bulky waste collection.
- Storage Cages – It was noted that items on top of storage cages had improved and would continue to be monitored.
- Balcony Edging – Twenty2 Construction had agreed to undertake a site walk around to review the balconies and confirm the edging concerns raised by an owner.
- Items in Hallways – Inside Outside had confirmed that during the carpet clan, any items in the hallways had been removed the items included shoes only.
- EC Meetings – It was raised scheduling all meetings for the next year ahead of time, this would be discussed out of session.

As there was no further business, the meeting closed at 6:37pm.

Jaimii Burge
Executive Strata Manager – Signature Strata

MINUTES OF EXECUTIVE COMMITTEE MEETING UNITS PLAN 4602 – “ODIN”

DATE & TIME: Wednesday 18th December 2024 at 5:30pm

LOCATION: 17/11 National Circuit, Barton & Zoom:

PRESENT: C Brown, C Vorobieff, C Thomson, J Fearn, K Kalfic.
J Burge representing Signature Strata.

APOLOGIES: T Webster.

QUORUM: A quorum was declared present, and the meeting proceeded.

MINUTES:

1. **CONFLICT OF INTEREST DECLARATION** - There were no conflicts to declare.

2. **CONFIRMATION OF MINUTES** – 19th September 2024 – confirmed.

3. FINANCIAL DISCUSSION

- **Available General Admin Balance -** \$46,426.15
- **Available Townhouses Admin Fund Balance -** \$14,495.43
- **Available Townhouses Sinking Fund Balance -** \$150,169.66
- **Available Apartment Admin Fund Balance -** \$19,712.77
- **Available Apartment Sinking Fund Balance -** \$520,365.16
- **Current Arrears -** \$18,548.33

4. **DEFECTS DISCUSSION** - Signature strata have been working to finalise the rectification order. However, as Victory Homes have not complied with the orders from the Registrar's office, regulatory action has been taken by the ACT Government. Unfortunately, the ACT Government has not disclosed to Signature Strata what action has been taken or further options. Signature strata is following this up regularly with the ACT Government.

Signature strata were currently awaiting the inspection report for a site visit in November undertaken by Peak consulting and the ACT Government to confirm the defects left outstanding. Unfortunately, as Victory Homes have not given written confirmation that this report could be provided to Signature Strata it has not been received so the contents of the report are not known by Signature Strata or the EC.

5. AGM PREPARATION

- **Draft Agenda** – The draft Agenda for the AGM was presented to the EC, the date for the meeting will be Thursday 30 January and the meeting will be a hybrid meeting of in person and zoom. The agenda required inclusion of the action items under maintenance issues with a separate agenda item/motion for CCTV and lift swipe access.
- **Draft Budget & Levies** – The EC would further review the budget and report back to Signature Strata out of session.
- **Strata Management Agreement** – The EC have agreed that a one-year agreement be included for the AGM and to conduct a market tender in 2025.

6. ACTION ITEMS

- **Irrigation** – Venture Plumbing had conducted the approved works to the irrigation sprinklers however, the irrigation piping was now bursting, this had been reported to the gardener to quote/repair.
- **Cleaning Contract** – A complaint had been raised the day of the meeting regarding the cleaner's lack of attendance, Signature was following up with the Operations Manager to confirm with their attendance/checklists.
- **CCTV & Lifts swipe access** – As the general meeting had not been held, this item would be included in the AGM.
- **Window Cleaning** – Signature was awaiting written advice on the repairs to roof ladder, this was pending the inspection visit report.

- **Fire Door Inspections** – The inspection was booked for end of January.
- **Rust Spots on Door Frames** – This item would be raised for further discussed at the AGM as the cost that had been provided was for a set amount of doors to be completed which was less than the amount of reports of rust spots.
- **Carpet Tiles** – Signature was still seeking additional quotes for the carpet squares, if this information was received ahead of the AGM the budget would be adjusted to include.

7. OTHER MATTERS

- **Storage Cages** – it was noted items were still being stored on top of the storage cages, Signature to confirm with ACT Fire & Rescue if anything further could be done.
- **Car Park Storage** – it was noted items were still being stored in car spaces and encroaching onto common property, this would continue to be monitored.
- **Mandatory Disclosures** – A letter had been circulated from Signature Strata regarding rental certificates prior to the meeting, this would come into effect in January of 2025 and would require landlords to disclose the owner's corporation rules, the insulation rating, pool compliance (which did not apply to Odin) and if the complex had an embedded network.

As there was no further business, the meeting closed at 6:53pm.

Jaimii Burge
Executive Strata Manager – Signature Strata



MINUTES OF EXECUTIVE COMMITTEE MEETING
UNITS PLAN 4602 – "ODIN"

DATE & TIME: Thursday 19th September 2024 at 5:30pm

LOCATION: 17/11 National Circuit, Barton & Zoom:

PRESENT: C Brown, C Vorobieff, C Thomson, J Fearn, K Kalfic & T Webster.
J Burge representing Signature Strata.

QUORUM: A quorum was declared present, and the meeting proceeded.

MINUTES:

1. CONFLICT OF INTEREST DECLARATION - There were no conflicts to declare.

2. CONFIRMATION OF MINUTES – 17th June 2024 – confirmed.

3. FINANCIAL DISCUSSION

- Available General Admin Balance - \$73,552.17
- Available Townhouses Admin Fund Balance - \$14,314.66
- Available Townhouses Sinking Fund Balance - \$142,429.43
- Available Apartment Admin Fund Balance – \$26,808.93
- Available Apartment Sinking Fund Balance - \$491,990.69
- Current Arrears – \$18,548.33

4. DEFECTS DISCUSSION – Following the rectification order lodgment and the superintendent being appointed there had been minimal updates received.

Signature Strata had been communicating mostly with the ACT Government for updates, the most recent update having been received on Tuesday 10th September asking that Signature Strata reach out to the affected townhouses as Victory Homes had provided an update to them that all external defects to townhouses were completed excluding one unit which has sustained new damage due to the repair works. Whilst not all townhouses had responded by the time this meeting to was confirmed that some units continued to leak, this information would be passed onto the ACT Government to ensure further repair work was conducted before internals were repaired.

ACT Government had also advised that not all matters that had been included in the rectification order were going to be completed as they had legislative limitations for applying regulatory enforcement, this related to the podium tiles and the water entry into the basement. Signature Strata continued to request updates on further apartment defects which had received no updates.

5. ACTION ITEMS

- Irrigation – Venture Plumbing had provided a quote to reinstate the section of irrigation that was inoperable with a secondary option of refurbishing all sections of the irrigation, based on pricing the secondary option was approved.
- Plumbing – As agreed at the last EC meeting, a warning was issued to ONBP regarding their services, to which they responded with providing a complimentary service free of charge. No further complaints had been received and therefore this item would be closed off.
- Lighting – Following acceptance of a lighting quote, there had been an issue with water entry into the heads of the lights, this was being fixed under warranty.
- Cleaning Contract - No further complaints had been received between EC meetings and therefore this item would continue to be a rolling agenda item.
- CCTV – As three quotes had now been received, it was agreed to call a general meeting to discuss this with all owners, this would look to be held in late October.
- Window Cleaning - No further update had been received on repairs to roof ladder and therefore this item would continue to be a rolling agenda item.

- Fire Door Inspections – The fire door quote had been accepted at the previous EC meeting and then delayed while advice from the fire contractor on how to conduct the inspections was discussed, it was agreed to proceed with these works as soon as possible.
- Pest Control – Two quotes had been received for complex pest spraying with pet friendly consideration, following review, it was agreed to accept the quote from Precision.
- Lifts – It had been confirmed by the intercom company that swipe access within the lifts was not compatible with the current intercom system, to further consider this option, it would require an intercom upgrade to all apartments. It was agreed to bring this information to the upcoming GM for owners to review and consider.
- Rust Spots on Door Frames – One quote had been received with a minimal cost per door, it was agreed that Signature Strata would conduct a walk around with the contractor to confirm number of doors and how invoicing would work noting the OC would only cover the side of the door frame within the hallways and some units may wish to have the internal side of the frames included which would be a cost for owners to bare,
- Stairs – This task had now been completed.
- Bollards – All bollards had been reinstated for the basement and were free of damage, however the visitor carpark bollard next to the disabled spot had now sustained damage and the EC agreed to review a quote for replacement with a taller bollard.
- Carpet Tiles – As the carpet cleaning had now occurred, Signature Strata would request advice from IOFS on how many carpet tiles were beyond repair to confirm how many square meters of tiles should be considered for purchase and confirm if IOFS could provide a cost for installing new tiles, at present one company had provided costings for the tiles only.

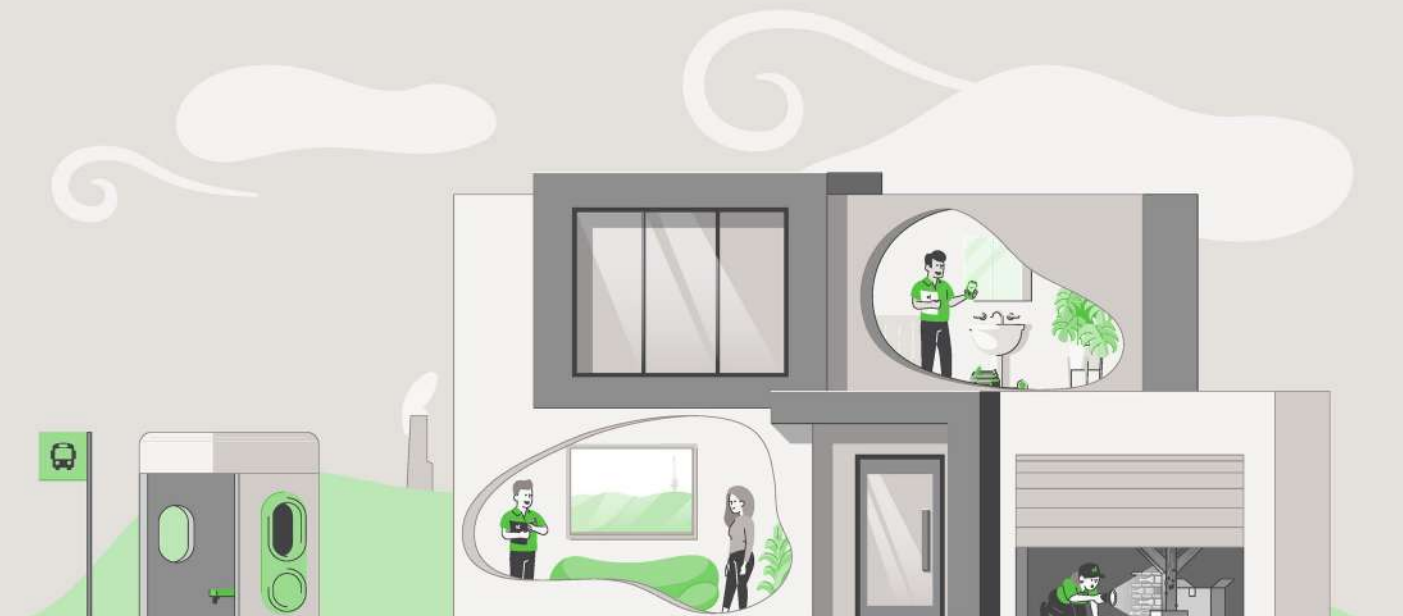
6. OTHER MATTERS

- Storage Cages – IOFS had conducted a walk around of the basement and provided a list of units with items on top of their cages, as this was a breach of fire regulations, these units had been written to for removals to occur. A follow up in October would occur to confirm which units had completed this request and who required follow up.
- Hard Waste – Following the basement clean and carpet clean, IOFS had been instructed to remove any items on common property for removal of a hard waste, Signature Strata to confirm if this occurred. It was also noted that IOFS had also removed hard waste in the bin rooms and J Fearn would be removing more.
- Private CCTV Cameras – It was noted no response for the unapproved CCTV camera had been received, it was agreed that the unit in question be followed up.

As there was no further business, the meeting closed at 6:57pm.

Jaimii Burge
Executive Strata Manager – Signature Strata

Energy Efficiency Report

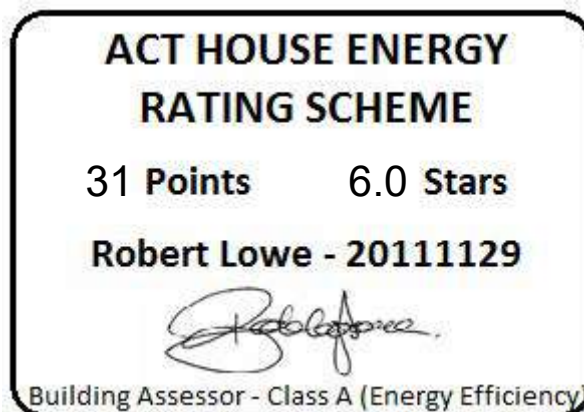


FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★★☆☆☆☆ **6 STARS**
in Climate: 24 **SCORE: 31 POINTS**

Name: Borgo **Ref No:** 70577
House Title: Unit 109 Block 1 Section 18 COOMBS **Date:** 18-06-2026
Address: 109/2 Newchurch Street, Coombs ACT 2611



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	31	<div style="background-color: #cccccc; width: 100%; height: 20px;"></div>										
Potential	38	<div style="background-color: #cccccc; width: 100%; height: 20px;"></div>										

Incorporating these design options will add the additional points required to achieve the potential rating shown in the table. Each point represents about a 1% change in energy efficiency. This list is only a guide to the range of options that could be used.

Design options	Additional points
Change curtain to	Heavy Drapes & Pelmets 7

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	31	★★★★★★
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Largest windows in the dwelling;

Direction : South West

Area : 13 m²

The table below shows the total score for the dwelling when these windows face the direction indicated.

Note that obstructions overshadowing windows have been removed from all windows in these ratings to allow better comparisons to be made between orientations.

ORIENTATION	POINT SCORE	STAR RATING
1. South West	31	★★★★★★
2. West	24	★★★★★★
3. North West	40	★★★★★★
4. North	59	★★★★★★
5. North East	53	★★★★★★
6. East	42	★★★★★★
7. South East	37	★★★★★★
8. South	35	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 109 Block 1 Section 18 COOMBS, 109/2 Newchurch Street, Coombs ACT 2611

Assessor's Name:

Net Conditioned Floor Area: 48.1 m²

				Points		
Feature				Winter	Summer	Total
CEILING				6	0	6
Surface Area:	0	Insulation:	6			
WALL				5	-2	3
Surface Area:	0	Insulation:	6	Mass:	-3	
FLOOR				22	-5	17
Surface Area:	16	Insulation:	-2	Mass:	4	
AIR LEAKAGE (Percentage of score shown for each element)				8	0	7
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	41 %			
Exhaust Fans	44 %	Doors	0 %			
Down Lights	0 %	Gaps (around frames)	16 %			
DESIGN FEATURES				0	-1	-1
Cross Ventilation	-1					
ROOF GLAZING				-1	-2	-3
Winter Gain	2	Winter Loss	-3			
WINDOWS				-11	-19	-30
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
SW	13	27%	-33	22	-19	-30
Total	13	27%	-33	22	-19	-30

* Air movement over glazing can significantly increase winter heat losses. SEAV recommends heating/cooling duct outlets be positioned to avoid air movement across glass or use deflectors to direct air away from glass.

The contribution of heavyweight materials to the window score is 5 points

				Winter	Summer	Total
RATING	★ ★ ★ ★ ★ ★			29	-29	31*
SCORE				29	-29	31*

* includes 31 points from Area Adjustment

Detailed House Data

House Details

ClientName Borgo
HouseTitle Unit 109 Block 1 Section 18 COOMBS
StreetAddress 109/2 Newchurch Street, Coombs ACT 2611
FileCreated 18-06-2026

Climate Details

State
Town Canberra
Postcode 2600
Zone 24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	10.3m ²
3	Suspended Slab	Enclosed	No	Yes	No	Carp	R0.0	39.7m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Framed: FC Sheet Clad	No	R2.0	6.8m	2.5m
2	Framed: FC Sheet Clad	Yes	R0.0	13.7m	2.5m
3	Framed: FC Sheet Clad	No	R2.5	9.4m	2.5m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Low Ventilation	No	Yes	R4.0	50.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	SW	2.4m	3.0m	No	DG	ALIMPR	CP	No	1.0m	1.0m	1.6m
2	SW	2.4m	2.4m	No	DG	ALIMPR	CP	No	1.0m	1.0m	1.6m

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	SW	2.4m	3.0m	0.0m	0.0m	0.0m	0.0m	1.7m	0.3m	1.7m	3.3m
2	SW	2.4m	2.4m	0.0m	0.0m	0.0m	0.0m	1.7m	3.6m	1.7m	0.5m

Sky Light Details

ID	Dir	Tilt	Type	Shade	Utility	Width	Length
1	SW	0 degrees	Double Clear	Yes	No	0.8m	1.2m

Zoning Details

Is there Cross Flow Ventilation ? Poor

Air Leakage Details

Location Suburban
Is there More than One Storey ? No
Is the Entry open to the Living Area ? No
Area of Heavyweight Mass 0m²
Area of Lightweight Mass 0m²

	Sealed	UnSealed
Chimneys	0	0

Vents	0	0
Fans	2	0
Downlights	0	0
Skylights	0	0
Utility Doors	1	0
External Doors	0	0

Unflued Gas Heaters	0
Percentage of Windows Sealed	98%
Windows - Average Gap	Small
External Doors - Average Gap	Small
Gaps & Cracks Sealed	Yes

Insurance Certificates & Tax Invoice



TO WHOM THIS MAY CONCERN

9th March 2026

Certificate of Currency

Dear Sir or Madam,

We, the undersigned Insurance Brokers acting on behalf of the Insured, hereby certify that the following described insurance is in force at this date.

TYPE OF INSURANCE: Professional Indemnity Insurance

INSURED: ACT Property Inspections Pty Ltd.

ADDRESS OF INSURED: Unit 1/33 Atree Court, Phillip ACT 2606, Australia.

POLICY NUMBER: B0507OE2600060

PERIOD: From: 30th March 2026 to: 30th March 2027
At 4pm Local Standard Time at the Principal Address of the Insured.

LIMIT OF LIABILITY: AUD 5,000,000 in the annual aggregate inclusive of costs and expenses plus one reinstatement.

INSURERS: 100% Lloyd's of London

This letter is provided as a matter of information only and confers no rights on the holder. Our duties in relation to this insurance are to our client and we accept no duty of care or responsibility to you or any other third party and any liability to you or a third party is excluded. This letter does not amend, extend, or alter the coverage afforded by the policy, nor does it purport to set out all of the policy terms, conditions and exclusions. The policy terms, conditions, limits, and exclusions may alter after the date of this document or the insurance may terminate or be cancelled, and the limits shown may be reduced to pay claims. We have no obligation to advise you of any changes which may be made to the policy or to advise you of their cancellation or termination.

Issued on behalf of Price Forbes & Partners



Adam Power
Executive Director



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

Thomas Borgo
109/2 Newchurch St
COOMBS ACT 2611
AUSTRALIA

Invoice Date
10 Jun 2026

Invoice Number
INV-70577

Reference
109/2 Newchurch St,
Coombs ACT 2611, 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: 25 Jun 2026

Payment Terms: 7 Day Account

Please pay within the payment terms to avoid an admin fee. Note: all bank/legal fees incurred in obtaining payment will be the customer's responsibility

Direct Deposit

BSB: 012084

Account Number: 194679655

Account Name: ACT Property Inspections Pty Ltd

Please reference your name and invoice number

Cheques - please make payable to ACT Property Inspections Pty Ltd

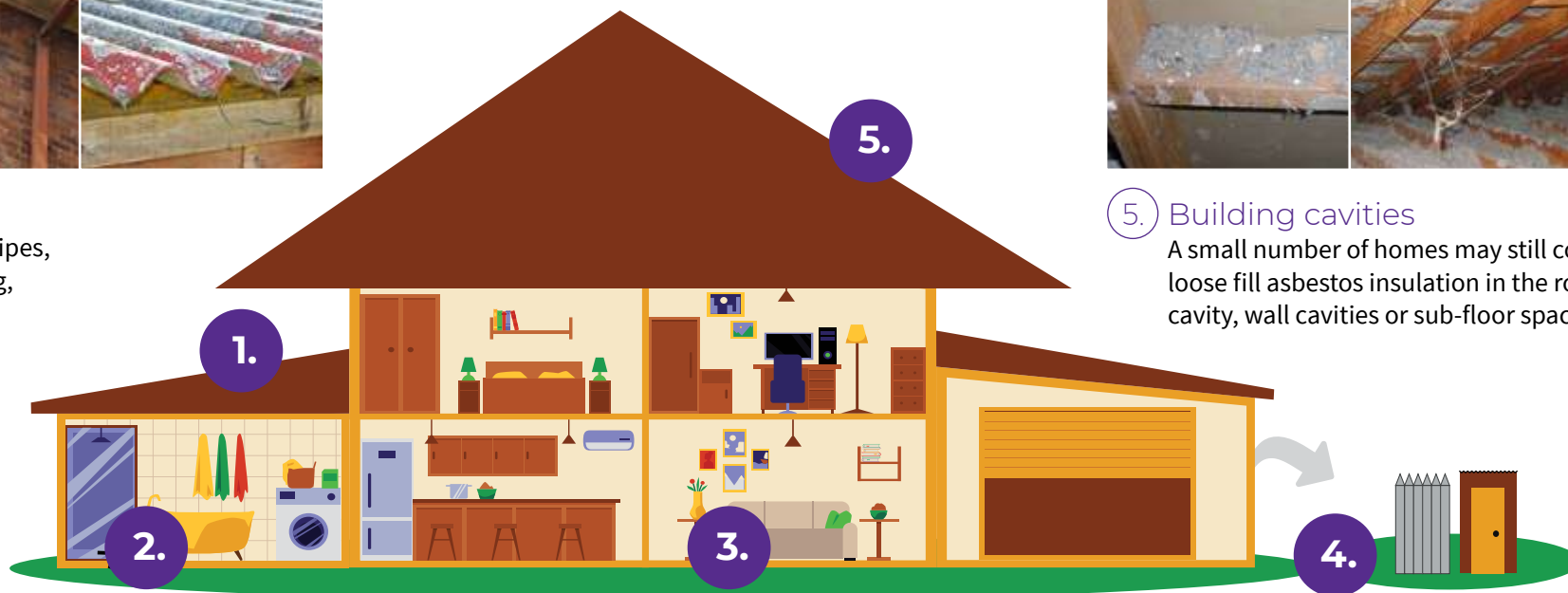
[View and pay online now](#)

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

Identify where asbestos materials might be. Five common places are:



1. Exterior
roof sheeting, gutters, downpipes,
ridge capping, eaves, cladding,
electrical switchboards



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



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



3. Internal areas
wall and ceiling panels, carpet underlay,
textured paints, insulation in domestic
heaters



4. Backyard
fences, sheds, garages, carports, dog kennels, buried or
dumped waste, letterboxes, swimming pools

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

Assess the risk

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

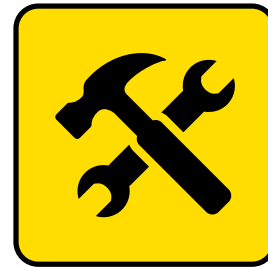
Asbestos materials become dangerous when:



Broken or in poor condition



Damaged accidentally



Disturbed during renovation or repairs



Loose fill asbestos insulation



Manage asbestos safely

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

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

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

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

2. Terms of payment

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

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

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

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

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

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

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

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

3. Title to the Lease

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

4. Restrictions on transfer

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

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

5. Particulars of title and submission of transfer

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

6. Buyer rights and limitations

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

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

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

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

8. Adjustments

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

9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

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

12. Additional Seller obligations

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

13. Electronic transaction

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

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

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

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

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

18. Notice to Complete and Default Notice

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

19. Termination — Buyer default

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

* Alter as necessary

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

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

20. Termination – Seller default

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

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

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

21. Rescission

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

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

22. Damages for delay in Completion

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

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

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

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

- 22.3 The parties agree that:

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

23. Foreign Buyer

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

- 23.2 This clause is an essential term.

24. GST

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

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

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

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

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

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

25. Power of attorney

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

26. Notices claims and authorities

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

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

27. Unit title

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

28. Definitions and interpretation

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

29. Title to the Unit

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

30. Buyer rights limited

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

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. Damage or destruction before Completion

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

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

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

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

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

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

38. Rescission of Contract

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

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

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

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

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

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

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

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

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

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

52.5 If the First Instalment of the Deposit is:

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

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

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

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

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

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

53. Residential Withholding Tax

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

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

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

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

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

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

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

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

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

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

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

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

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

* Alter as necessary

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

Unit 109 UP No. 4602
Block 1 Section 18 Coombs
109/2 Newchurch Street, Coombs, ACT
2611