

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

Schedule

Land	The unexpired term of the Lease	Unit 21	UP No. 15222	Block 1	Section 36	Division/District Taylor
	and known as 21/20 Pumpurs Street, Taylor ACT 2913					
Seller	Full name	Jiatong Zhang and Zitao Li				
	ACN/ABN					
	Address	21/20 Pumpurs Street, Taylor ACT 2913				
Seller Solicitor	Firm	Mun Ng, Solicitor				
	Email	mawsonlegal@hotmail.com				
	Phone	0414 736 474	Ref: Mun Ng			
	DX/Address	10/44 Shackleton Circuit, Mawson ACT 2607				
Stakeholder	Name	Hive Property (ACT) Pty Ltd Trust Account				
Seller Agent	Firm	Hive Property (ACT) Pty Ltd				
	Email	hello@hiveproperty.co				
	Phone	0493 970 053	Ref: Junior Chong			
	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 251 <input type="checkbox"/> section 265 <input type="checkbox"/> section 298				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input checked="" 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, window treatments, light fittings as inspected.				
Date for Registration of Units Plan						
Date for Completion						
On or before thirty days (30) days from the date of this contract						
Electronic Transaction?						
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN:						
Land Tax to be adjusted?						
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes						
Residential Withholding Tax						
New residential premises? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes						
Potential residential land? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes						
Buyer required to make a withholding payment? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (insert details on p.3)						
Foreign Resident Withholding Tax						
Relevant Price more than \$750,000.00? <input type="checkbox"/> No <input type="checkbox"/> Yes						
Clearance Certificates attached for all the Sellers? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes						

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

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

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

- Units Plan concerning the Property
- Current certified extract from the land titles register showing all registered interests affecting the Common Property
- Section 119 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 Unit where the Units Plan has not registered:

- Proposed Units Plans or sketch plan
- Inclusions list
- The Default Rules
- Details of any contract the Developer intends the Owners Corporation to enter, including:
 - the amount of the Buyer’s General Fund Contribution that will be used to service the contract; and
 - any personal or business relationship between the Developer and another party to the contract
- The Developer’s estimate, based on reasonable grounds, of the Buyer’s General Fund Contribution for 2 years after the Units Plan is registered
- If a Staged Development of the Units is proposed — the proposed Development Statement and any amendment to the statement
- Disclosure 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 Rep.

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

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

Tenancy Summary

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

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

Name	Signature Strata Pty Ltd	Phone	02 6185 0347
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Address	17/11 National Circuit, Barton ACT 2600
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RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

1 An Agent, authorised by the Seller, may:

- insert:
 - the name and address of, and contact details for, the Buyer;
 - the name and address of, and contact details for, the Buyer Solicitor;
 - the Price;
 - the Date of this Contract,
- insert in, or delete from, the Goods; and
- exchange this Contract.

2 An Agent must not otherwise insert, delete or amend this Contract.

3 **The Agent must not exchange this Contract unless expressly authorised by the Seller or (if a solicitor is acting for the Seller) by the Seller or the Seller Solicitor.**

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

1. Definitions and interpretation

1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

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

2. Terms of payment

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

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

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

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

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

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

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

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

3. Title to the Lease

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

4. Restrictions on transfer

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

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

5. Particulars of title and submission of transfer

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

6. Buyer rights and limitations

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

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

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

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

8. Adjustments

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

9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

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

12. Additional Seller obligations

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

13. Electronic transaction

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

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

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

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

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

18. Notice to Complete and Default Notice

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

19. Termination — Buyer default

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

* Alter as necessary

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

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

20. Termination – Seller default

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

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

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

21. Rescission

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

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

22. Damages for delay in Completion

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

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

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

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

- 22.3 The parties agree that:

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

23. Foreign Buyer

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

- 23.2 This clause is an essential term.

24. GST

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

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

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

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

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

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

25. Power of attorney

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

26. Notices claims and authorities

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

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

27. Unit title

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

28. Definitions and interpretation

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

29. Title to the Unit

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

30. Buyer rights limited

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

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. Damage or destruction before Completion

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

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

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

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

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

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

38. Rescission of Contract

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

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

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

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

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

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

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

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

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

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

53. Residential Withholding Tax

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

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

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

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

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

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

* Alter as necessary

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

Unit 21 UP No. 15222
Block 1 Section 36 Taylor

SPECIAL CONDITIONS

1. DEFINITIONS AND INTERPRETATION

“Clearance Certificate” means a certificate within the meaning of s14-220 of Schedule 1 to the TA Act that covers one or more days falling within the period from and including the contract date to Completion.

“Contract” means this contract including the Printed Terms, these Special Conditions, and any other annexures or attachments.

“Printed Terms” means the printed terms of the Law Society of the Australian Capital Territory Contract for Sale of the land numbered 1 to 50 forming part of this contract.

“Reports” means the Building and Compliance Inspection Report, Pest Inspections Report, or any of them.

“TA Act” means the Taxation Administration Act 1953.

All terms used in these special conditions and defined in the Printed Terms take their meaning from the Printed Terms.

2. ASBESTOS

a) The Seller does not check for the presence of asbestos in any form in the Property or the Land and Buyers must rely wholly on their own enquiries as to whether any form of asbestos is present.

b) The Seller gives no warranty that the Property or the Land is free of any form of asbestos, nor does the Building Inspector who prepares the Building and Compliance Inspection Report contained in the Contract.

3. REQUIRED DOCUMENTS AND NO CLAIM BY BUYER

The Buyer confirms having received and read the Required Documents and agrees not to and is not entitled to raise any objection or requisition, make any claim for compensation or damages, delay completion, or rescind or terminate this Contract in relation to or connection with the Required Documents except in accordance with any rights available to the Buyer under the Sale of Residential Property Act.

4. CONDITION OF PROPERTY AND UNAPPROVED STRUCTURES

a) The Buyer acknowledges that he/she has, in entering into this contract, not relied upon any statement, representation, warranty or condition made or given by the Seller or anyone on the Seller’s behalf in respect of the subject matter of this contract other than those expressly contained herein.

b) The Buyer acknowledges that the Seller has disclosed unapproved structures if any on the land and that unless otherwise provided in this contract the Buyer is not entitled to raise any issue and or require the Seller to obtain any relevant approvals for the unapproved structures.

5. DEATH OR BANKRUPTCY

Without in any manner negating, limiting or restricting any rights or remedies which would otherwise be available at law or in equity apart from this Special Condition, it is agreed that if either party (and if more than one either one of them) prior to Completion:

- a) dies or becomes mentally ill; or
- b) being a Company, resolve to go into liquidation or has a petition for winding up presented against it or enters into any scheme of arrangements with its creditors under the Corporations Act 2001, or if any liquidator, receiver or administrator is appointed,

then either party may rescind this Contract by notice in writing forwarded to the other party, in which case this Contract is at an end and Clause 21 applies.

6. WATER METER READING

If the Buyer or their Solicitor fails to provide the Seller's Solicitor with an Icon Special Reading Certificate for the property ("Water Reading") more than three (3) Business Days prior to the Date of Completion then no adjustment will be made on Completion for any amount shown on the Water Reading and, notwithstanding Clause 8.4, the Buyer will not be entitled to retain any amount from the Price to pay or adjust any amount shown in the Water Reading.

7. BUYER PAYS FOR REPORTS

In accordance with the Sale of Residential Property Act (and even if there is no Invoice for the cost of any or all of the Reports) the Buyer must pay to the Seller the cost of the Reports by way of an adjustment on Completion.

8. INCONSISTENCIES

If any inconsistencies arise between these Special Conditions and the Printed Terms, the provisions of these Special Conditions prevail.

9. DEPOSIT BY BOND/GUARANTEE

9.1 "Bond" means an original deposit bond or bank guarantee from an issuer, with an expiry date and for an amount each in form and substance satisfactory to the Seller.

9.2 The Buyer may pay the Deposit in an amount equal to 10% of the Price by delivery of a Bond to the Seller's solicitor at or before the making of this Contract and this time is essential.

9.3 Clause 52 of the Contract is amended as follows:

9.3.1 Insert the words 'or by DEFT Auction Pay' after the words 'by cheque' in the clause 52.3.1;

9.3.2 Insert the words 'or' after 'on first presentation,' in clause 52.5.2;

9.3.3 Insert a new clause 53.5.3 as follows:

“52.5.3 paid by DEFT Auction Pay but the First Instalment of the Deposit is not received as cleared funds into the trust account of the Stakeholder by 5.00pm on the third business day following the date of this Contract”

- 9.4 If the First Instalment of the Deposit is paid by DEFT Auction Pay and at any time:
- 9.4.1 prior to Completion, there is any reversal of any amount paid by this method such that it effectively becomes unpaid. Then the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer and clause 19 applies. If the Seller does not terminate this contract in accordance with this clause, then this Contract remains on foot, subject to this clause, until either the Seller terminates the Contract pursuant to this clause, or waives the benefit of this clause in writing;
- 9.4.2 following Completion and prior to the Stakeholder releasing the First Instalment of the Deposit to the Seller (or as the Seller directs), then the amount of the First Instalment of the Deposit is a debt immediately due and owing by the Buyer to the Seller together with interest at 15% per annum with interest to be calculated from and including the date of Completion to and including the date upon which the amount equivalent to the First Instalment of the Deposit (together with all interest owing thereon) is paid to the Seller by way of a bank cheque.
- 9.5 The Bond must show the Seller as the beneficiary of the Bond
- 9.6 If the Bond has an expiry date and Completion does not occur by the date which is 14 days before the expiry date, the Buyer must serve a replacement Bond at least 7 days before the expiry date and the time for service is essential. If the Buyer fails to comply with this sub clause 4 the Seller will be entitled to terminate this Contract pursuant to clause 19.1 of the Printed Terms.
- 9.7 The Buyer must pay the amount stipulated in the Bond to the Seller by unendorsed bank cheque on the Date for Completion of this Contract, on expiry of the Bond or at such other time as may be provided for the Deposit to be accounted for to the Seller.
- 9.8 If the Seller serves on the Buyer a notice in writing claiming to forfeit the Deposit; or
- 9.8.1 the Buyer fails to comply with sub clause 4 of this special condition; or
- 9.8.2 In the Seller’s opinion the provider of the bond is unable to pay the amount referred to in the bond
- then to the extent that the amount has not already been paid under the Bond, the Buyer must immediately pay the Deposit, or so much of it as has not been paid, to the Stakeholder and this time is essential.
- 9.9 If the provider of the Bond is placed under external administration of any nature before Completion, the Buyer must, within 24 hours, secure the Deposit to the Seller by either:
- 9.9.1 providing a replacement Bond by another bond provider satisfactory to the Seller; or

9.9.2 payment of the Deposit to the Stakeholder by unendorsed bank cheque

and this sub clause 9 is for the benefit of the Seller and the performance of the obligations by the Buyer pursuant to this sub clause 9 is an essential condition of this Contract.

10. DIRECTOR'S GUARANTEE

I/We, (name of Director/s) _____ of (address) _____ agree as follows:

1. I/We am/are a Director/s of the Buyer.

2. In consideration of the Seller entering into this Contract at my request, I/we agree to guarantee to the Seller:

(a) the performance and observance by the Buyer of all its obligations under this Contract, before, on and after Completion of this Contract; and

(b) the payment of all money payable to the Seller or to third parties under this Contract or otherwise.

3. This is a continuing guarantee and binds me/us notwithstanding:

(a) my/our subsequent death, bankruptcy or liquidation or the subsequent death, bankruptcy or liquidation of any one or more of the Buyer or the Buyer's Director's;

(b) any indulgence, waiver or extension of time by the Seller to the Buyer or me/us or to the Buyer's Directors; and

(c) Completion of this Contract.

4. In the event of any breach by the Buyer covered by this guarantee, including in the payment of any money payable to the Seller or to third parties under this Contract or otherwise, the Seller may proceed to recover the amount claimed as a debt or as damages from me/us without having instituted legal proceeding against the Buyer or any other of the Buyer's Directors and without first exhausting the Seller's remedies against the Buyer.

5. I/We agree to keep the Seller indemnified against any liability, loss, damage or claim due to the default of the Buyer which the Seller may incur in respect of this Contract.

Dated this _____ day of _____ 20____

Signed sealed and delivered by _____
in the presence of: _____

Signature of Witness

| _____
| Signature/s
| _____
| Capacity

Name of Witness in full

NOTE: All directors of the Buyer are to sign this guarantee. If the Buyer is a sole director company please write "Sole Director" after the director's signature.

11. NON-MERGER OF MONEYS DUE

The Buyer's obligations to pay any money under this Contract do not merge on Completion.

12. ADJUSTMENTS

If Completion does not occur by the Date for Completion as provided for in this Contract for Sale, and the fault for the delay is solely that of the Buyer, then the adjustment of all Land Charges as detailed in Clause 8.1.1 of the General Conditions will be made from the Date for Completion and not the date of actual Completion.

13. KEYS

The Seller will supply all keys in the Seller's possession or control that exist as at the date of this Contract in respect of the Property, to the Buyer on Completion. The Buyer will make no objection, requisition, claim for compensation, or delay Completion whatsoever in relation to any keys provided or not provided by the Seller for the property.

14. ERROR ADJUSTMENT

The parties agree to adjust all usual outgoing and all amounts under the contract on settlement. However, if any amount is incorrectly calculated, overlooked or an error is made in such calculations, the parties agree to correct such error to reimburse each other accordingly after settlement. This clause shall not merge on completion.

15. AMENDMENT TO PRINTED TERMS

15.1 Clause 22.1.1 is completed by inserting "0"

15.2 Clause 22.1.2 is completed by inserting "10"

15.3 Clause 52.6 is amended by striking through "14" and inserting "7"

16. Electronic Transactions

If the parties agree that this Contract is to be an electronic transaction, then the following will apply:

1.1 Each party consents to:

- (a) The electronic signing of this Contract;
- (b) The electronic exchange of this Contract; and
- (c) Notices being served or received under this Contract electronically, including by email.

1.2 The parties warrant that:

- (a) The electronically signed and exchanged Contract; and
- (b) If reasonably required by any party, a print out of the Contract which has been electronically signed and exchanged;

Is sufficient evidence of:

- (c) The parties' intention to enter into and be bound by the Contract;
- (d) The parties' consent to conducting this Contract electronically; and
- (e) The Contract itself being a document which is in writing and signed in a manner that results in a binding agreement.

1.3 The parties acknowledge and agree that:

- (a) This special condition does not diminish the obligations of the parties to:
 - (i) Provide the transfer and other documents or instruments on paper, signed and duly attested in accordance with the *Land Titles Act 1925* (ACT);
 - (ii) Sign and duly attest, in accordance with *Civil Law (Property) Act 2006* (ACT):
 - (A) Documents, pursuant to power of attorney; and
 - (B) Deeds generally; and
- (b) The parties will do all things necessary to give effect to this Contract, whether electronically or otherwise.

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Taylor Section 36 Block 1 on Deposited Plan 11486 with 28 units on Unit Plan 15222

Unit 21 (Class A) entitlement 40 of 1000, 4 subsidiaries

Lease commenced on 05/11/2021, terminating on 19/10/2116

Proprietor

JIATONG ZHANG

21/20 PUMPURS STREET, TAYLOR ACT 2913

ZITAO LI

21/20 PUMPURS STREET, TAYLOR ACT 2913

as Joint Tenants

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
15/03/2024	3301657	Mortgage to AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED (ACN: 005 357 522)

End of interests

ADMINISTRATIVE INTERESTS

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

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201833689	Development Application	23/04/2018	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	12/12/2018

Description

PROPOSAL FOR MULTI UNIT DEVELOPMENT - Construction of 28 new two and three storey dwellings, attached garages, landscaping and associated works.



ACT
Government

Product	Title Details
Date/Time	11/06/2026 09:51AM
Customer Reference	
Order ID	20260611000253
Cost	\$35.00

AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH

LAND

Taylor Section 36 Block 1 on Deposited Plan 11486 with 28 units on Unit Plan 15222

Lease commenced on 05/11/2021, terminating on 19/10/2116

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 15,222

Signature Strata, 17/11 National Circuit Barton ACT 2600

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

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
201833689	Development Application	23/04/2018	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	12/12/2018

Description

PROPOSAL FOR MULTI UNIT DEVELOPMENT - Construction of 28 new two and three storey dwellings, attached garages, landscaping and associated works.

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

Sheet No. 1 of 24

SITE PLAN

LAND DETAILS

Block
1

Section
36

Division
TAYLOR

Deposited Plan Number
DP11486

Volume/Folio
2310:4

Class of Units (A or B)
A

EVEREST DEVELOPMENT
 PTY LIMITED
 ACN: 608 361 039
 BY ITS SOLE DIRECTOR
 EASON CHEN
 IN ACCORDANCE WITH
 S.127 OF
 THE CORPORATIONS ACT

.....
 EASON CHEN
 SOLE DIRECTOR

Eason Chen

Signature of Lessee

Lyn Tankey
 11th October 2021

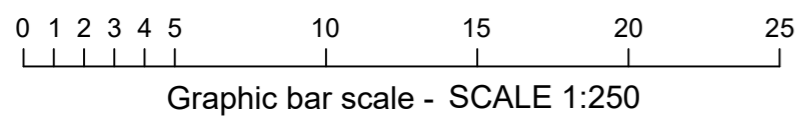
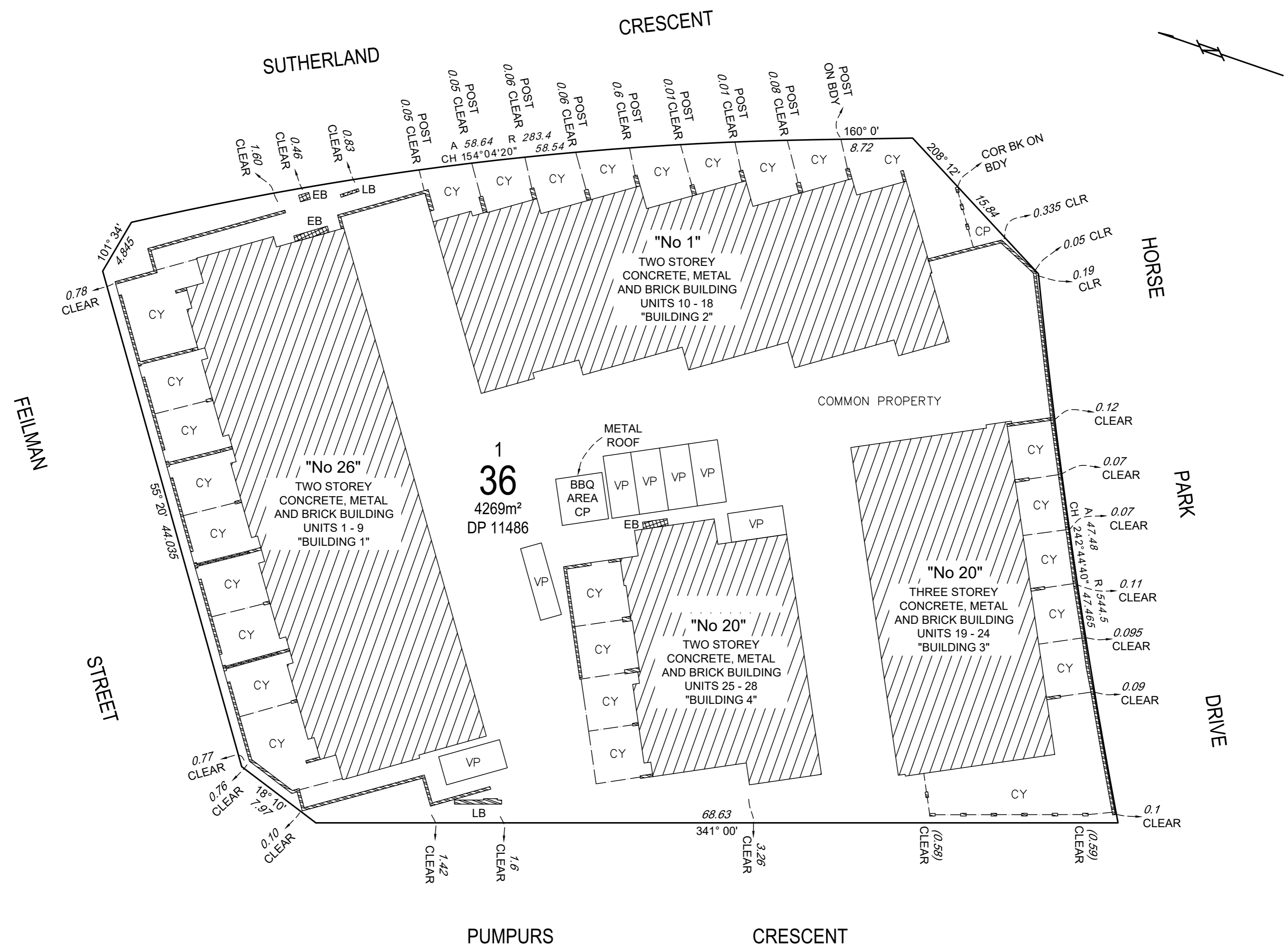
Lyn Tankey
 Delegate of the
 ACT Planning and Land Authority

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

David Pryce
 Registrar-General

05/11/2021

UNITS PLAN No.
15222



Form 1
 Form 088 - SP

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

SURVEYORS DECLARATION

I, Gregory Ireton Gibson of Geosurv Pty Ltd

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

- The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on (insert date) -
- 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*.

Gregory Ireton Gibson

Signature of Registered Surveyor

REF: 210196 DATED: 05/08/2021

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.

11 HOWMANS STREET
 HARRISON
 ACT, 2914
 Address for Service of Notice

EVEREST DEVELOPMENT
 PTY LTD
 Name of Manager / Owners Corporation

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
GUNGAHLIN/TAYLOR	36	1	15222

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	40	2	3009	515
2	36	2	3009	516
3	36	2	3009	517
4	36	2	3009	518
5	36	2	3009	519
6	36	2	3009	520
7	36	2	3009	521
8	36	2	3009	522
9	40	2	3009	523
10	35	2	3009	524
11	31	2	3009	525
12	31	2	3009	526
13	31	2	3009	527
14	31	2	3009	528
15	31	2	3009	529
16	31	2	3009	530
17	31	2	3009	531
18	31	2	3009	532
19	40	4	3009	533
20	40	4	3009	534
21	40	4	3009	535
22	40	4	3009	536
23	40	4	3009	537
24	40	4	3009	538
25	38	3	3009	539
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:	
EVEREST DEVELOPMENT PTY LTD ACN: 608 361 039 EASON CHEN, SOLE DIRECTOR Signature of Lessee			Volume	Folio
			3009	514
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated Eleventh this day of October 2021 <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> Lyn Tankey Delegate of the Authority/Executive </div> <div style="text-align: center;"> David Pryce Registrar-General Deputy Registrar-General </div> </div>				

FLOOR PLAN

Block

1

Section

36

Division

TAYLOR

FLOOR NUMBER

EVEREST DEVELOPMENT
PTY LIMITED
ACN: 608 361 039
BY ITS SOLE DIRECTOR
EASON CHEN
IN ACCORDANCE WITH
S.127 OF
THE CORPORATIONS ACT

.....
EASON CHEN
SOLE DIRECTOR



Signature of Lessee

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







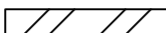

APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

UNITS PLAN No.

15222

UNIT IDENTIFIER				STREET	SUBSIDIARIES						
UNIT No.	SHEET No.	FLOOR	DOOR No.		HARDSTAND / GARAGES		COURTYARD / PORCH		BALCONY / TERRACE		SUBSIDIARY TOTAL
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
1	6, 7	GD, L1	U1	No. 26 FEILMAN STREET	-	-	1, 2	6	-	-	2
2	6, 7	GD, L1	U2		-	-	1, 2	6	-	-	2
3	6, 7	GD, L1	U3		-	-	1, 2	6	-	-	2
4	6, 7	GD, L1	U4		-	-	1, 2	6	-	-	2
5	6, 7	GD, L1	U5		-	-	1, 2	6	-	-	2
6	6, 7	GD, L1	U6		-	-	1, 2	6	-	-	2
7	6, 7	GD, L1	U7		-	-	1, 2	6	-	-	2
8	6, 7	GD, L1	U8		-	-	1, 2	6	-	-	2
9	6, 7	GD, L1	U9		-	-	1, 2	6	-	-	2
10	8, 9	GD, L1	U10	No. 1 SUTHERLAND CRESCENT	-	-	1, 2	8	-	-	2
11	8, 9	GD, L1	U11		-	-	1, 2	8	-	-	2
12	8, 9	GD, L1	U12		-	-	1, 2	8	-	-	2
13	8, 9	GD, L1	U13		-	-	1, 2	8	-	-	2
14	8, 9	GD, L1	U14		-	-	1, 2	8	-	-	2
15	8, 9	GD, L1	U15		-	-	1, 2	8	-	-	2
16	8, 9	GD, L1	U16		-	-	1, 2	8	-	-	2
17	8, 9	GD, L1	U17		-	-	1, 2	8	-	-	2
18	8, 9	GD, L1	U18		-	-	1, 2	8	-	-	2
19	10 - 12	GD, L1	U19	No. 20 PUMPURS CRESCENT	1	10	3	10	2, 4	10, 11	4
20	10 - 12	GD, L1	U20		1	10	3	10	2, 4	10, 11	4
21	10 - 12	GD - L2	U21		1	10	3	10	2, 4	10, 11	4
22	10 - 12	GD - L2	U22		1	10	3	10	2, 4	10, 11	4
23	10 - 12	GD - L2	U23		1	10	3	10	2, 4	10, 11	4
24	10 - 12	GD - L2	U24		1	10	3	10	2, 4	10, 11	4
25	13, 14	GD, L1	U25		3	13	1, 2	13	-	-	3
26	13, 14	GD, L1	U26		3	13	1, 2	13	-	-	3
27	13, 14	GD, L1	U27		3	13	1, 2	13	-	-	3
28	13, 14	GD, L1	U28		3	13	1, 2	13	-	-	3

LEGEND and SPECIFICATION SHEET

- CP - DENOTES COMMON PROPERTY
- VP - DENOTES VISITOR PARKING (COMMON PROPERTY)
- CY - DENOTES COURTYARD
- EB - DENOTES ELECTRICAL BOX (COMMON PROPERTY)
- LB - DENOTES LETTER BOX (COMMON PROPERTY)
- B - DENOTES BALCONY
- T - DENOTES TERRACE
- P - DENOTES PORCH
- S - DENOTES STAIRS
- W/E - DENOTES WASTE ENCLOSURE
-  - DENOTES PROLONGATION CENTRELINE OF BRICK
-  - DENOTES PROLONGATION FACE OF BRICK
-  - DENOTES BOUNDARY TO CORNER OF BRICK
-  - DENOTES CENTRELINE OF METAL FENCE
-  - DENOTES PROLONGATION CENTRELINE OF METAL FENCE
-  - DENOTES FACE OF BRICK WALL
- * - DENOTES CENTRELINE OF BRICK WALL
-  - DENOTES BRICK WALL
-  - DENOTES ELECTRICAL BOX

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

WHERE A COURTYARD ABUTS THE MAIN BUILDING WALL, THIS COURTYARD SUBSIDIARY BOUNDARY IS THE EXTERNAL FACE OF SUCH WALL, OTHERWISE THE COURTYARD SUBSIDIARY BOUNDARIES ARE AS INDICATED ON THE RELEVANT COURTYARD SHEET

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

ALL AREAS ARE APPROXIMATE

LOTS MAY CONTAIN COLUMNS AND SERVICE DUCTS, WHICH ARE COMMON PROPERTY

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

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

LAND TITLES

ACCESS CANBERRA
Chief Minister, Treasury and
Economic Development Directorate

Sheet No. 5 of 24

FLOOR PLAN

Block

1

Section

36

Division

TAYLOR

FLOOR NUMBER

EVEREST DEVELOPMENT
PTY LIMITED
ACN: 608 361 039
BY ITS SOLE DIRECTOR
EASON CHEN
IN ACCORDANCE WITH
S.127 OF
THE CORPORATIONS ACT

.....
EASON CHEN
SOLE DIRECTOR



Signature of Lessee



Lyn Tankey

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

APPROVED UNDER THE UNIT TITLES ACT 2001,
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OF THE ABOVE MENTIONED PARCEL OF LAND

UNITS PLAN No.

15222

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

Sheet No. 6 of 24

FLOOR PLAN

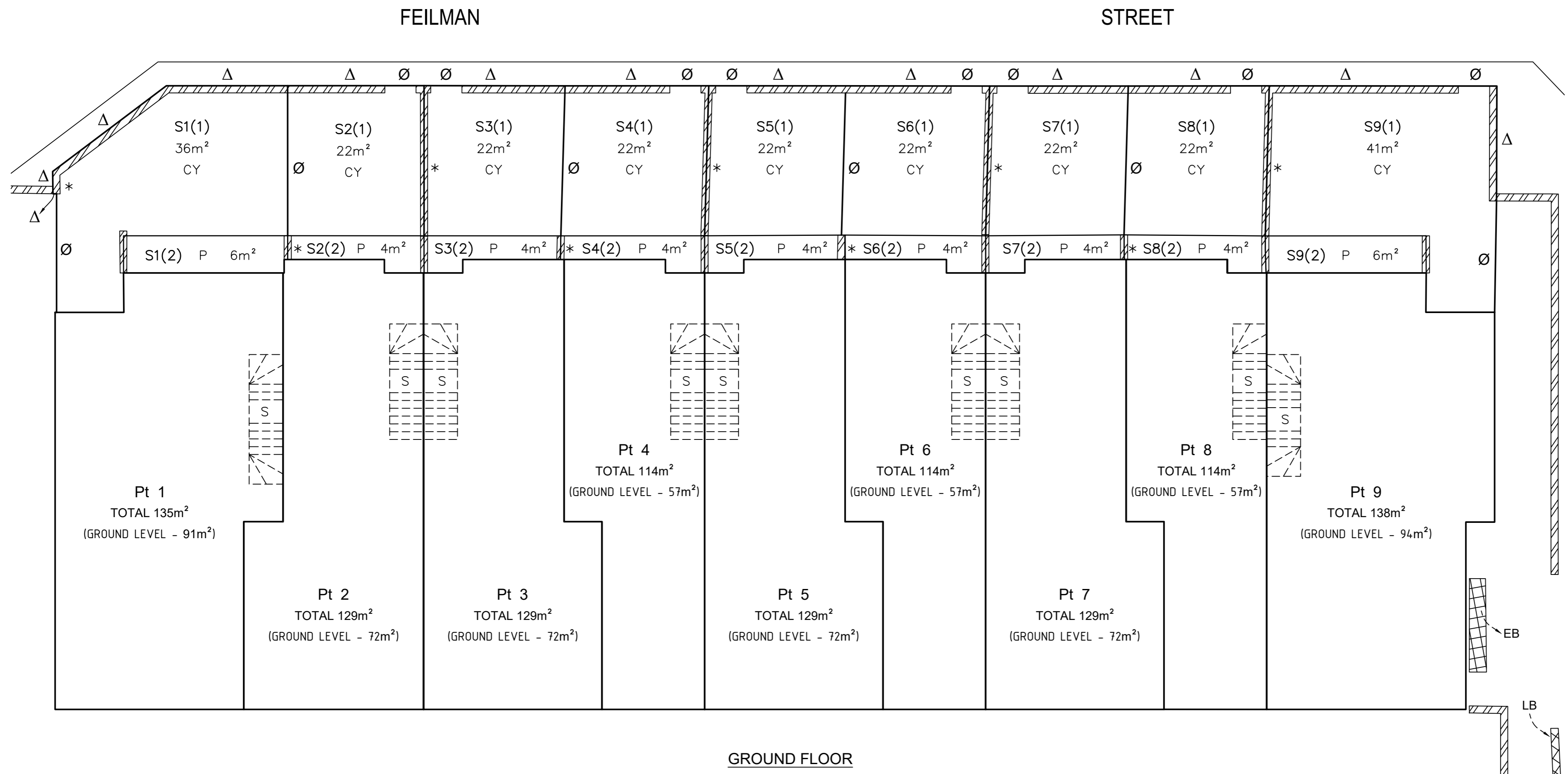
Block
1

Section
36

Division
TAYLOR

FLOOR NUMBER

BUILDING 1
GROUND LEVEL



EVEREST DEVELOPMENT
 PTY LIMITED
 ACN: 608 361 039
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 EASON CHEN
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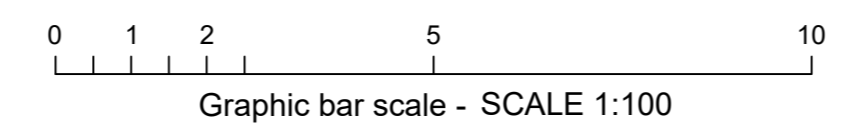
Eason Chen

Signature of Lessee

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15222



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

Sheet No. 7 of 24

FLOOR PLAN

Block
1

Section
36

Division
TAYLOR

FLOOR NUMBER

BUILDING 1
 LEVEL 1

EVEREST DEVELOPMENT
 PTY LIMITED
 ACN: 608 361 039
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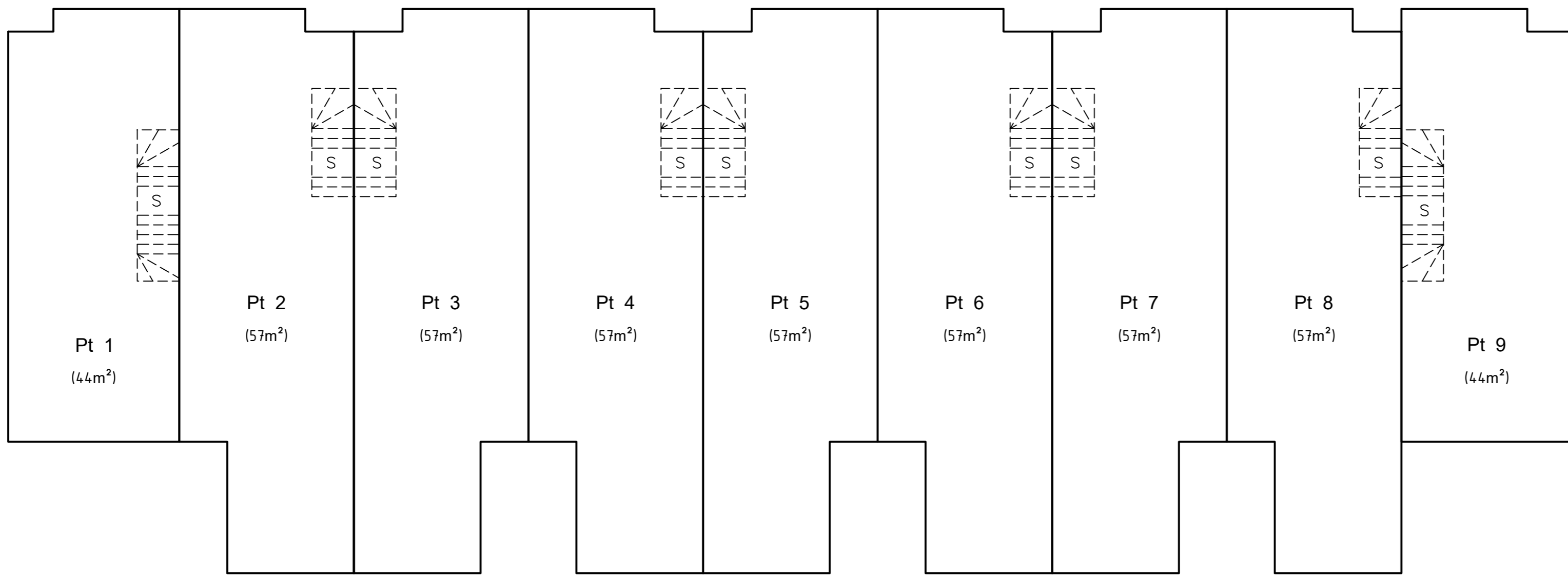


Signature of Lessee

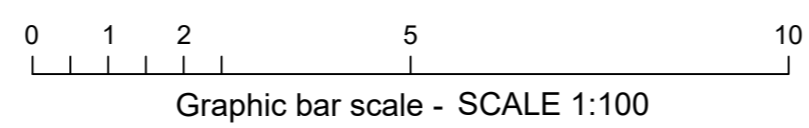
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UNITS PLAN No.
15222



LEVEL 1



FLOOR PLAN

Block

1

Section

36

Division

TAYLOR

FLOOR NUMBER

BUILDING 2
GROUND LEVEL

EVEREST DEVELOPMENT
PTY LIMITED
ACN: 608 361 039
BY ITS SOLE DIRECTOR
EASON CHEN
IN ACCORDANCE WITH
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SOLE DIRECTOR

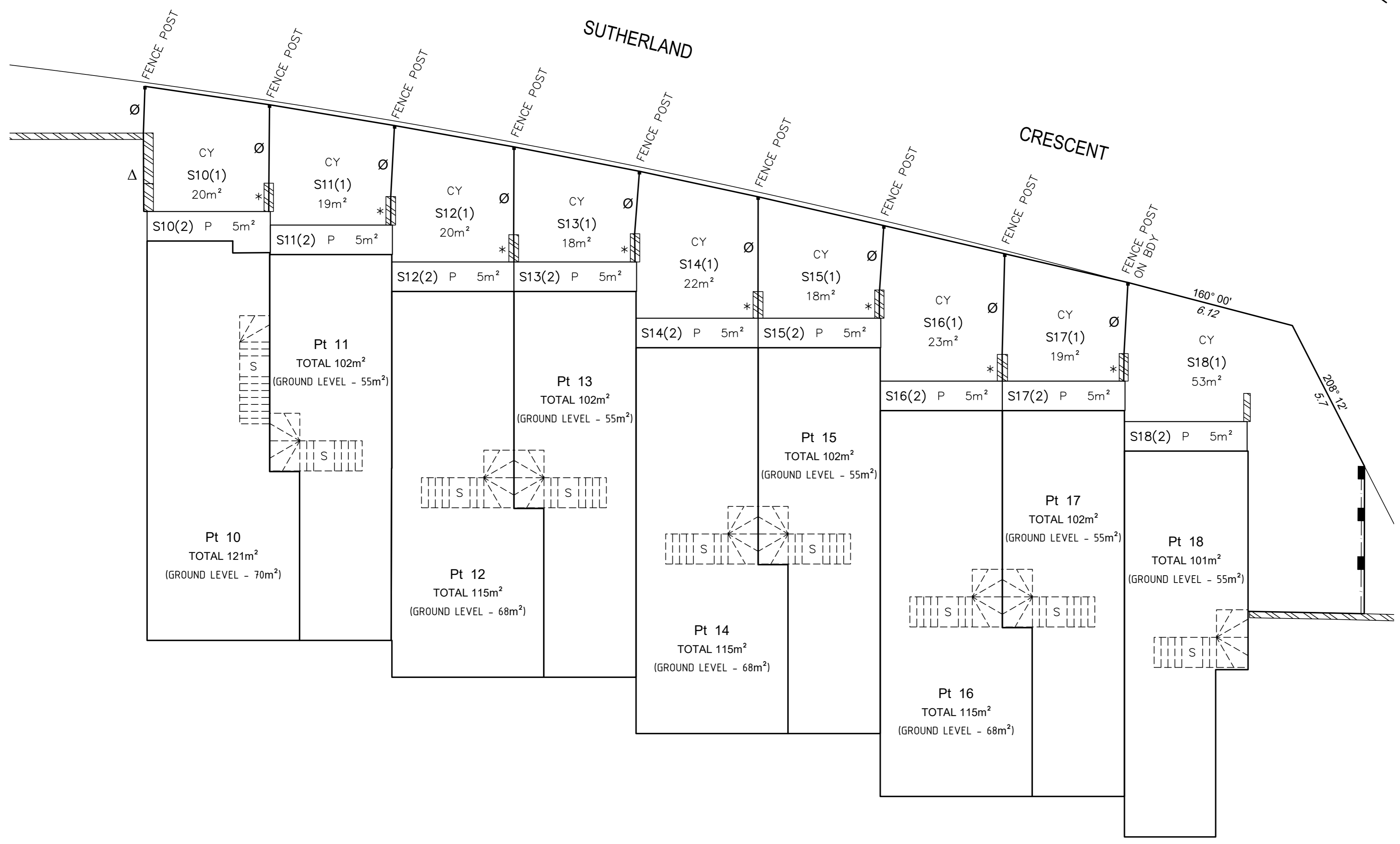
Eason Chen
Signature of Lessee

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

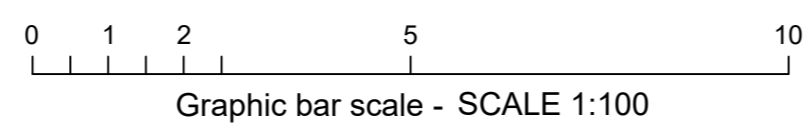
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UNITS PLAN No.

15222



GROUND FLOOR



FLOOR PLAN

Block

1

Section

36

Division

TAYLOR

FLOOR NUMBER

BUILDING 2
LEVEL 1

EVEREST DEVELOPMENT
PTY LIMITED
ACN: 608 361 039
BY ITS SOLE DIRECTOR
EASON CHEN
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Signature of Lessee



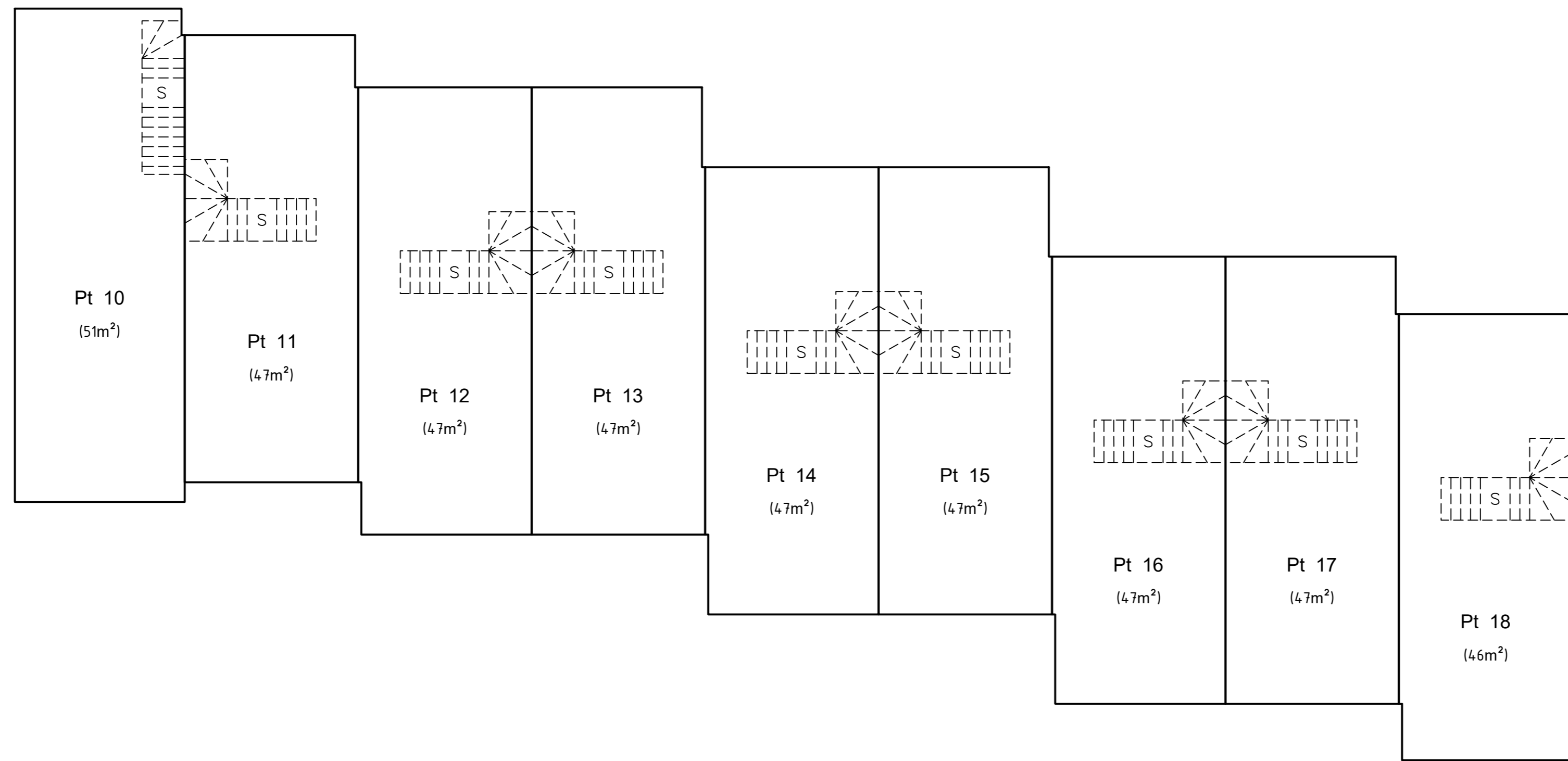
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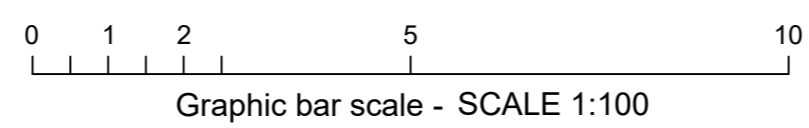
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UNITS PLAN No.

15222



LEVEL 1



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

Sheet No. 10 of 24

FLOOR PLAN

Block
1

Section
36

Division
TAYLOR

FLOOR NUMBER

BUILDING 3
 GROUND LEVEL

EVEREST DEVELOPMENT
 PTY LIMITED
 ACN: 608 361 039
 BY ITS SOLE DIRECTOR
 EASON CHEN
 IN ACCORDANCE WITH
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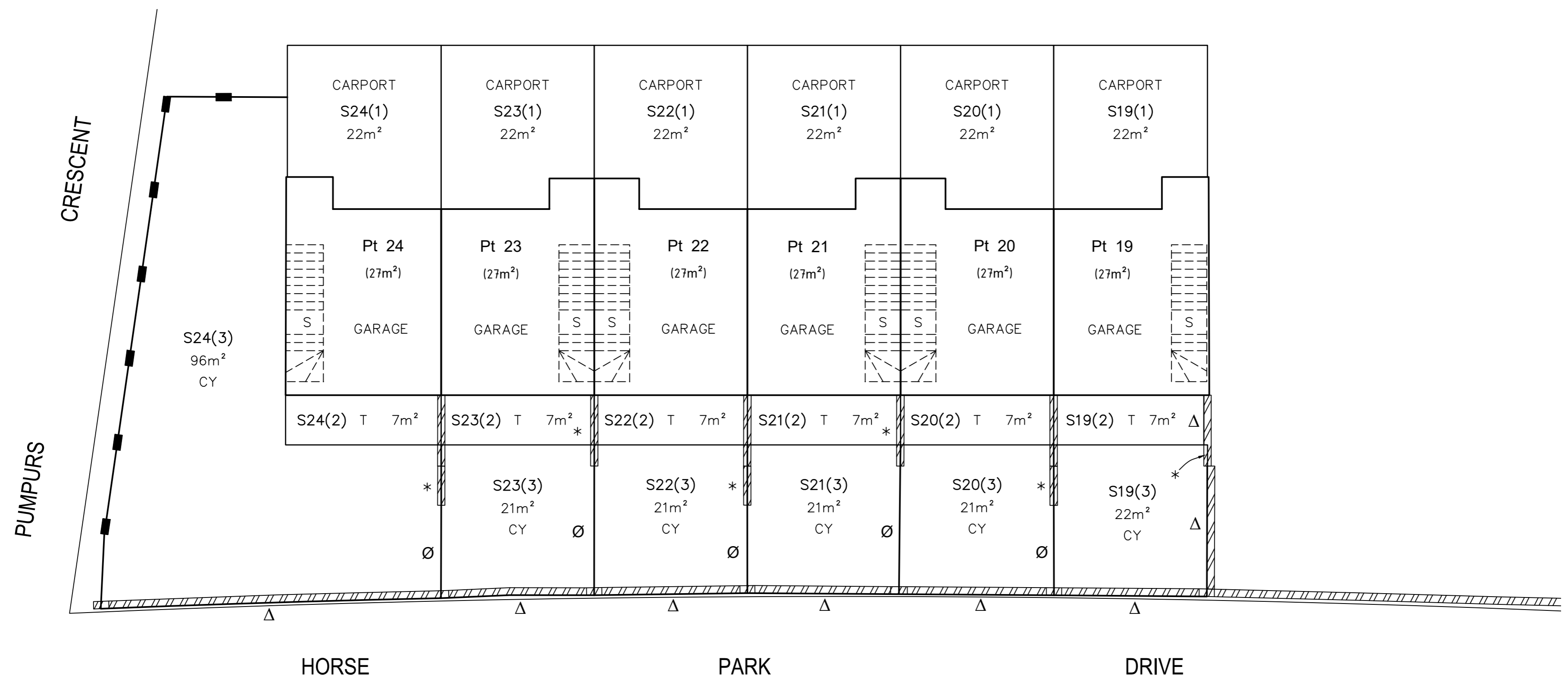
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UNITS PLAN No.
15222



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

Sheet No. 11 of 24

FLOOR PLAN

Block
1

Section
36

Division
TAYLOR

FLOOR NUMBER

BUILDING 3
 LEVEL 1

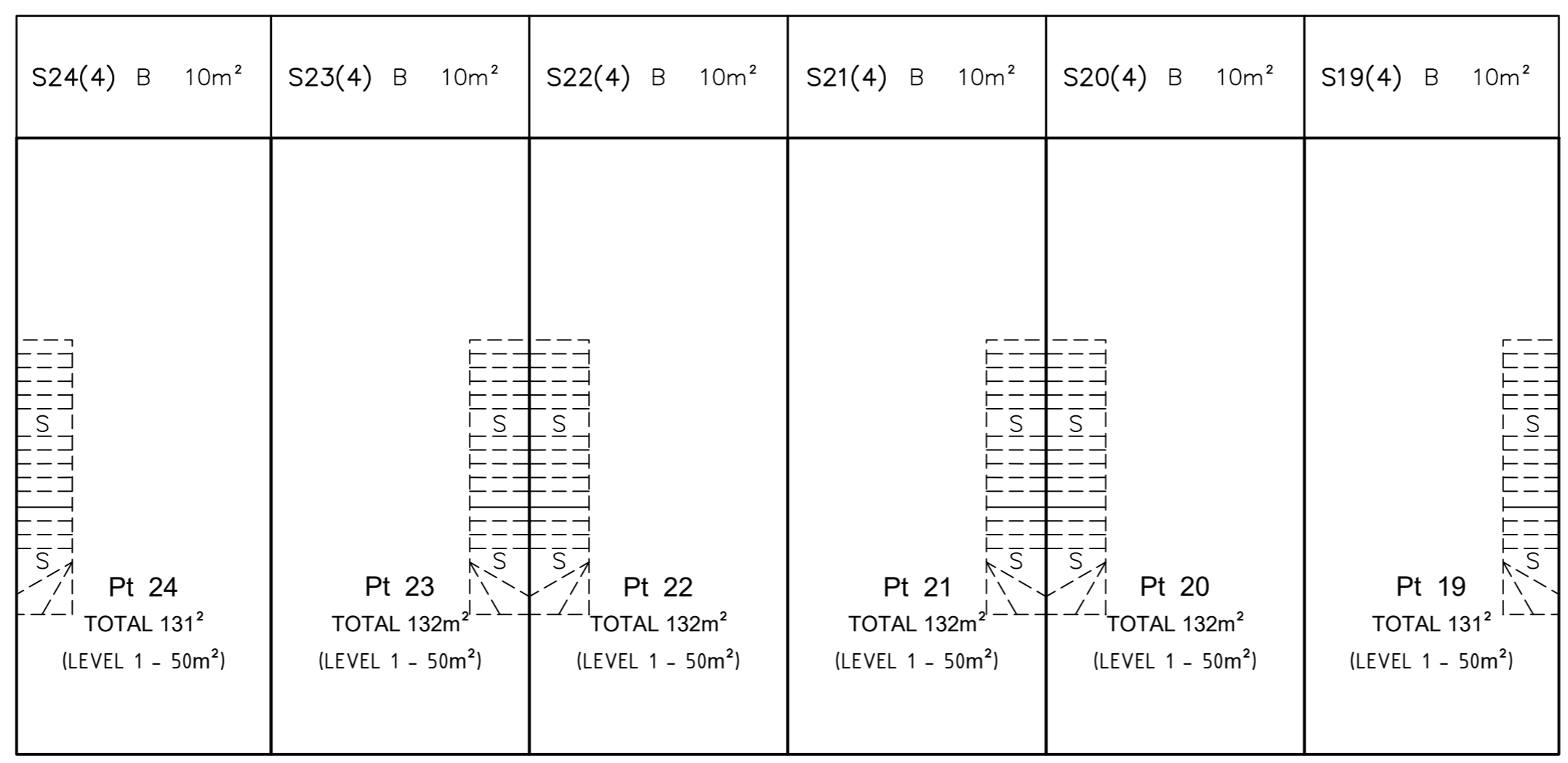
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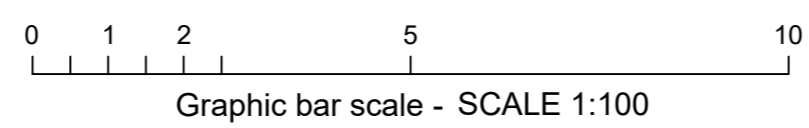
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LEVEL 1



FLOOR PLAN

Block

1

Section

36

Division

TAYLOR

FLOOR NUMBER

BUILDING 3
LEVEL 2

EVEREST DEVELOPMENT
PTY LIMITED
ACN: 608 361 039
BY ITS SOLE DIRECTOR
EASON CHEN
IN ACCORDANCE WITH
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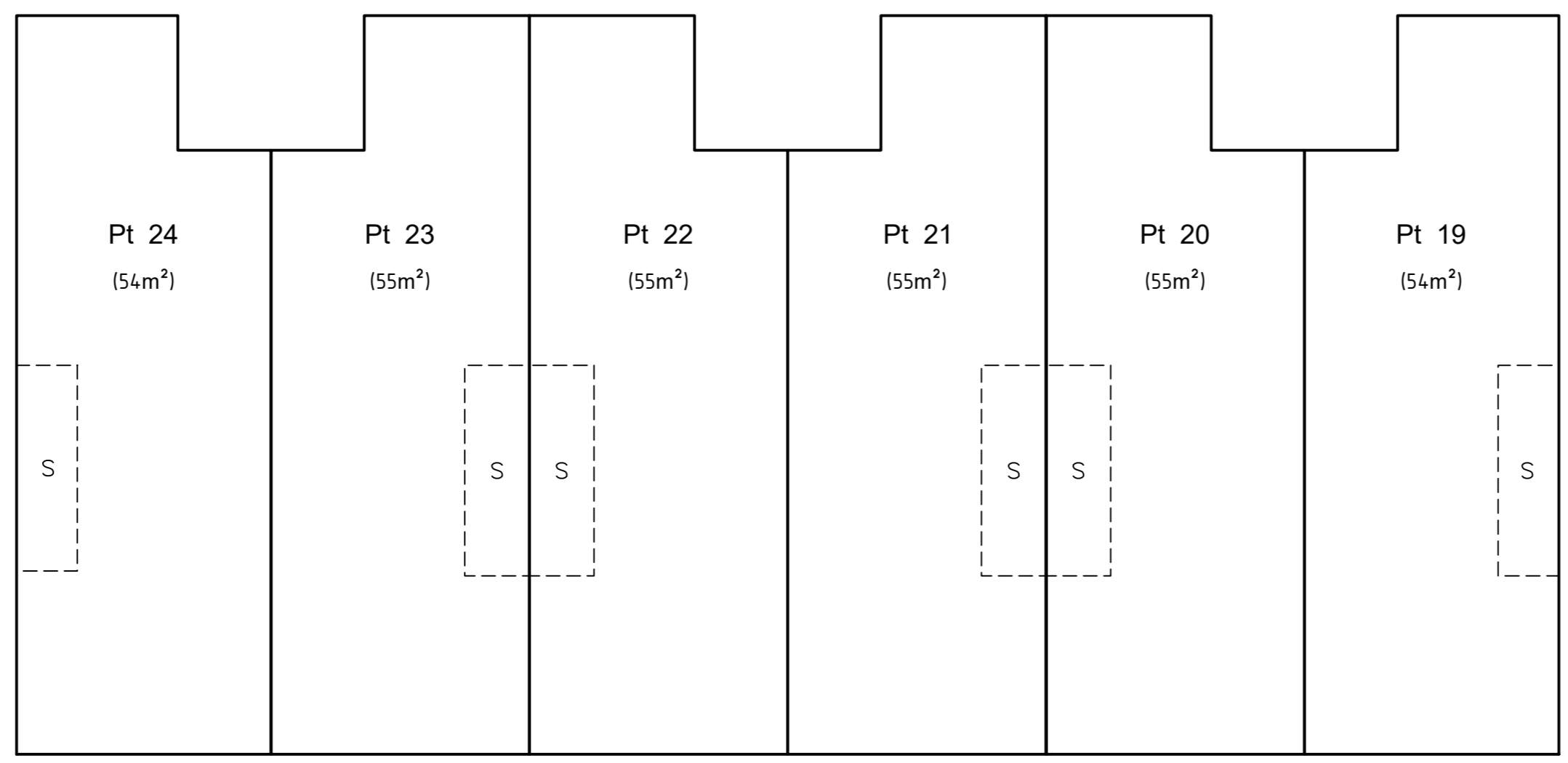
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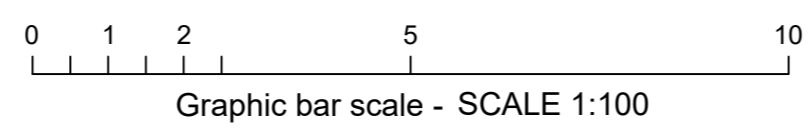
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UNITS PLAN No.

15222



LEVEL 2



FLOOR PLAN

Block
1

Section
36

Division
TAYLOR

FLOOR NUMBER

BUILDING 4
GROUND LEVEL

EVEREST DEVELOPMENT
PTY LIMITED
ACN: 608 361 039
BY ITS SOLE DIRECTOR
EASON CHEN
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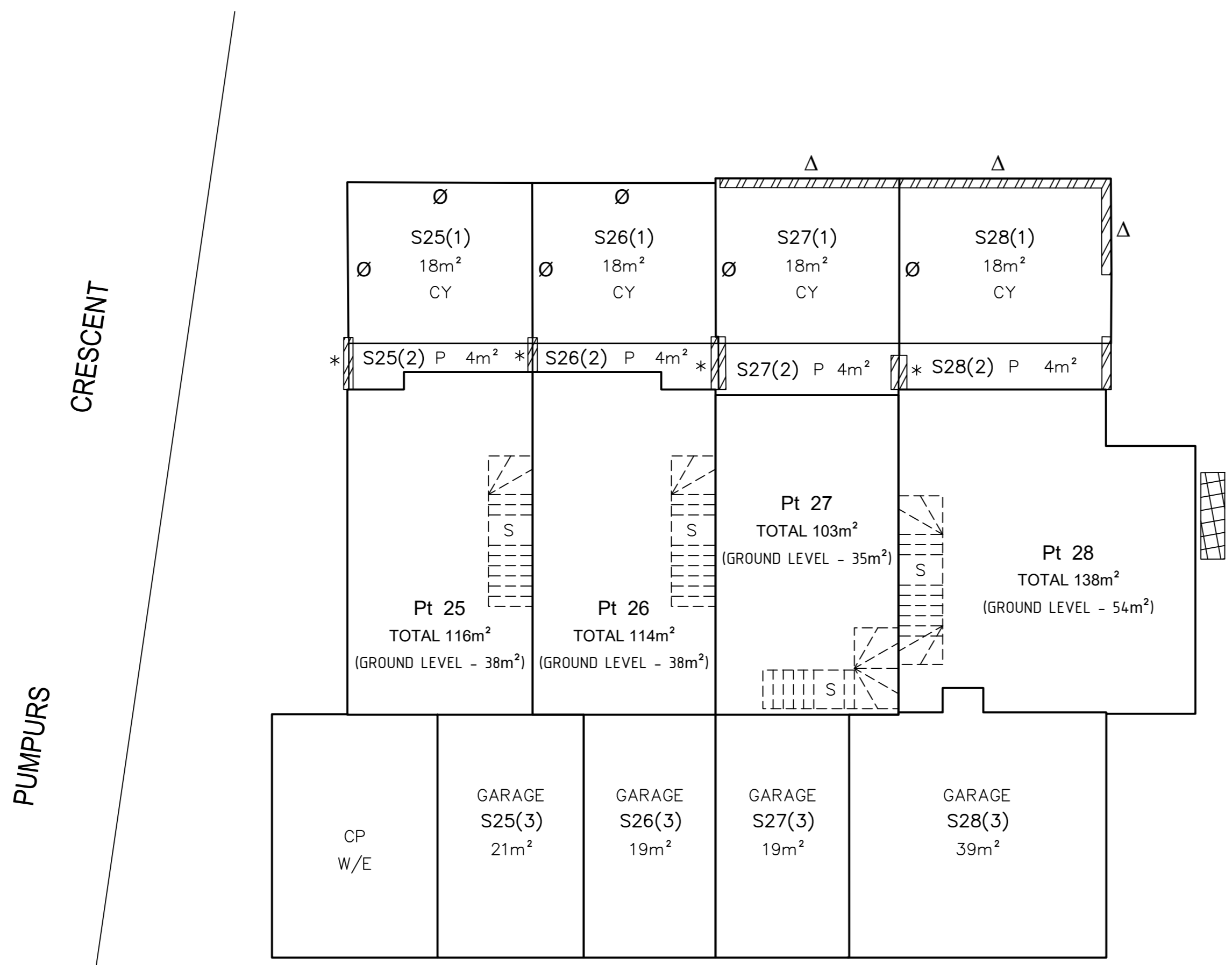
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EASON CHEN
SOLE DIRECTOR

Eason Chen
Signature of Lessee

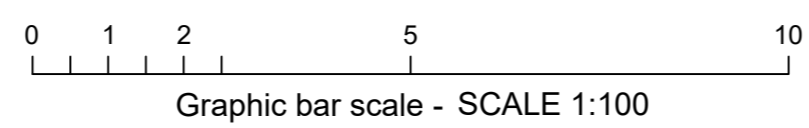
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UNITS PLAN No.
15222



GROUND FLOOR



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

Sheet No. 14 of 24

FLOOR PLAN

Block
1


Section
36

Division
TAYLOR

FLOOR NUMBER
 BUILDING 4
 LEVEL 1

EVEREST DEVELOPMENT
 PTY LIMITED
 ACN: 608 361 039
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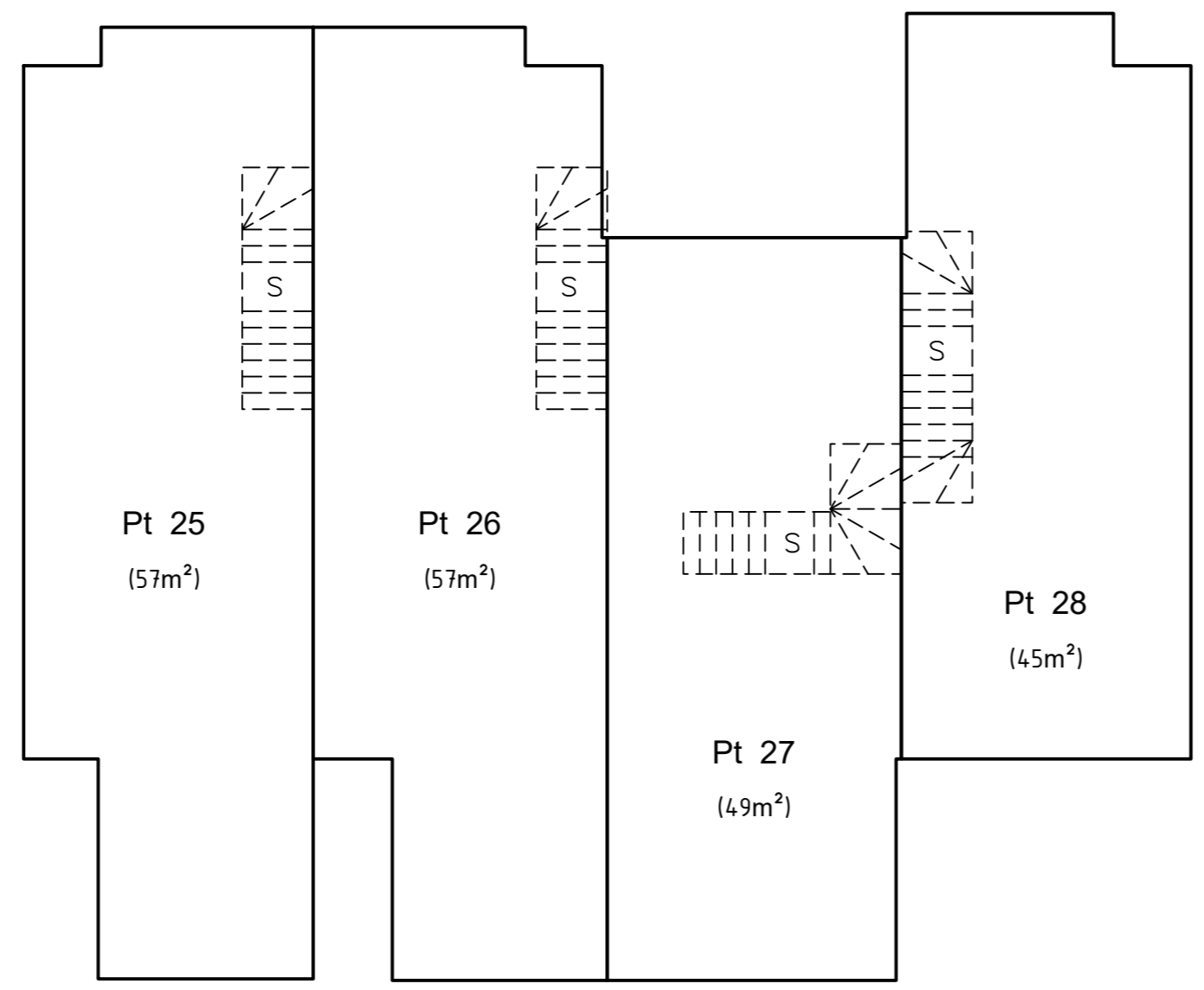


Signature of Lessee

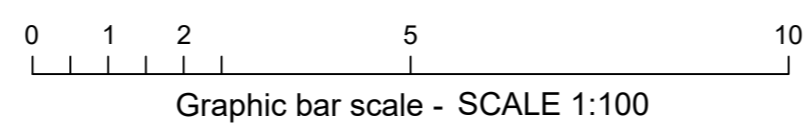
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UNITS PLAN No.
15222



LEVEL 1



FORM 4

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: **15222**

Block 1 Section 36 Division of TAYLOR

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 nineteenth day of October Two thousand one hundred and sixteen.
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 – 28 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) not to make any structural alterations to the unit without the previous approval in writing of the Authority, except where exempt by law;
 - (e) 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;
 - (f) if and whenever the Lessee fails to maintain repair or keep in repair the unit the Authority may by notice in writing to the 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

EVEREST DEVELOPMENT PTY LTD
ACN: 608 361 039
EASON CHEN, SOLE DIRECTOR

Eason Chen

Et

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;

- (g) 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;
- (h) 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;
- (i) 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;
- (j) 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;
- (k) 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.

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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;
- (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:

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- (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;

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- (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;

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- (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 Eleventh day of October 2021.


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

LESSEE: **EVEREST DEVELOPMENT PTY LTD ACN 608 361 039**


EASON CHEN

FORM 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: **15222**

Block 1 Section 36 Division of TAYLOR

**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 nineteenth day of October Two thousand one hundred and sixteen.
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. 15222 (“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) 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;
 - (d) 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;

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- (e) except where necessary for compliance with Clause 3(d) 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;
- (f) 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;
- (g) to permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the parcel of land forming the common property;
- (h) that the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;

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- (i) that the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;
- (j) all minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.

4. It is mutually covenanted and agreed by the Commonwealth 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
 - (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;

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- (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. 15222";
- (d) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (e) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (f) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (g) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (h) words in the singular include the plural and vice versa;
- (i) words importing one gender include the other genders;
- (j) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

DATED the..... Eleventh day of..... October2021.

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

LESSEE: **EVEREST DEVELOPMENT PTY LTD ACN 608 361 039**

Eason Chen

EASON CHEN

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

The Owners - Units Plan No. 15222

Unit No: 21 Lot No: 21

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: **40**
Total Building Entitlements: **1,000**

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	Nicole Robb	3 Millar Place Kambah ACT 2902
Secretary	Sam Murphy	10/1 Sutherland Crescent Taylor ACT 2914
Treasurer	Sam Murphy	10/1 Sutherland Crescent Taylor ACT 2914
Committee	Vacant Position	
	Vacant Position	

Funds Details

Contributions payable to Administration Fund:

Total amount last determined with respect of the unit **\$2,800.00**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/04/26 to 30/06/26	700.00	02/04/26		0.00	02/04/26
01/07/26 to 30/09/26	700.00	01/07/26		0.00	01/07/26
01/10/26 to 31/12/26	700.00	01/10/26		0.00	01/10/26
01/01/27 to 31/03/27	700.00	01/01/27		0.00	01/01/27

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 15222 - Unit 21

Amount (if any) outstanding (credit shown with -) **\$1,987.17**

Paid to **31/12/25**

Special contributions payable to Administration Fund:

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

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

Contributions payable to Sinking Fund:

Total amount last determined with respect of the unit **\$697.80**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/04/26 to 30/06/26	174.45	02/04/26		0.00	02/04/26
01/07/26 to 30/09/26	174.45	01/07/26		0.00	01/07/26
01/10/26 to 31/12/26	174.45	01/10/26		0.00	01/10/26
01/01/27 to 31/03/27	174.45	01/01/27		0.00	01/01/27

Amount (if any) outstanding (credit shown with -) **\$518.27**

Paid to **31/12/25**

Special contributions payable to Sinking Fund:

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

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

Other Levies

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

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

Other amounts owing

Rate of interest payable **10.00** per cent **Interest Owing \$72.47**

Purpose	Fund	Amount	Due Date	Amount Due
Other	Other	121.00		121.00

Amount (if any) outstanding (credit shown with -) **\$121.00**

Total amount due and payable as at the date of this Certificate (credit shown with -): **\$1,824.46**

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 15222 - Unit 21

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> LONGITUDE INSURANCE	LNG-STR-20304069	15,629,250.00	08/11/26		18,790.27
<i>LOSS OF RENT</i> LONGITUDE INSURANCE	LNG-STR-20304069	2,344,388.00	08/11/26		
<i>BUILDING CATASTROPHE</i> LONGITUDE INSURANCE	LNG-STR-20304069	2,344,388.00	08/11/26		
<i>PUBLIC LIABILITY</i> LONGITUDE INSURANCE	LNG-STR-20304069	20,000,000.00	08/11/26		
<i>FIDELITY GUARANTEE</i> LONGITUDE INSURANCE	LNG-STR-20304069	100,000.00	08/11/26		
<i>OFFICE BEARERS</i> LONGITUDE INSURANCE	LNG-STR-20304069	2,000,000.00	08/11/26		
<i>VOLUNTARY WORKERS</i> LONGITUDE INSURANCE	LNG-STR-20304069	\$200,000/\$2,000	08/11/26		
<i>GOVT AUDIT COSTS</i> LONGITUDE INSURANCE	LNG-STR-20304069	30,000.00	08/11/26		
<i>WORKPLACE H&S</i> LONGITUDE INSURANCE	LNG-STR-20304069	150,000.00	08/11/26		
<i>COMMON AREA CONTENTS</i> LONGITUDE INSURANCE	LNG-STR-20304069	156,293.00	08/11/26		
<i>LEGAL DEFENSE</i> LONGITUDE INSURANCE	LNG-STR-20304069	50,000.00	08/11/26		

Fund Balances

Balances as at: 16 June 2026

Administrative Fund	37,246.41
Sinking Fund	41,195.88

Developer Control Period

Developer Control Period Expiry Date: Yes

Borrowed Money

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

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 15222 - Unit 21

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

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.

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 15222 - Unit 21

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

Not applicable

(ii) The name of the embedded network provider

Not applicable

A handwritten signature in blue ink, appearing to read "D. McCarty".

Dated at Canberra the **16 June 2026**



Issue date: 06 November 2025

Certificate of Insurance

This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown in the Period of Insurance below and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the "Insurance Contracts Act, 1984".

INSURED:	The Owners of Unit Plan 15222	
INTERESTED PARTY(S):	Name	Classification
DESCRIPTION OF INSURED BUSINESS:	Residential Strata	
SITUATION OF RISK:	1 SUTHERLAND CRESCENT, TAYLOR, ACT 2913	
SECTION 1:	<u>Property - Physical Loss, Destruction or Damage</u> Buildings - \$15,629,250.00 Common Contents - \$156,293.00	
SECTION 2:	<u>Voluntary Workers Personal Accident</u> Accidental Death & Disablement - Insured Weekly Benefits - Insured	
SECTION 3:	<u>Office Bearers' Liability</u> Limit of Indemnity - \$2,000,000.00 in the aggregate Period of Insurance	
SECTION 4:	<u>Fidelity Guarantee</u> Limit - \$100,000.00 in the aggregate Period of Insurance	
SECTION 6:	<u>Public Liability</u> Limit of Indemnity - \$20,000,000.00 each and every Occurrence	
SECTION 7:	<u>Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses</u> (a) Taxation and Audit Costs Limit of Indemnity - \$30,000 in the aggregate Period of Insurance (b) Workplace Health and Safety Breaches Limit of Indemnity - \$150,000 in the aggregate Period of Insurance (c) Legal Defence Expenses Limit of Indemnity - \$50,000 in the aggregate Period of Insurance	
POLICY NUMBER:	LNG-STR-20304069	
PERIOD OF INSURANCE:	8 November 2025 expiring on 08 November 2026 at 4pm Local Standard Time	
INSURER:	Chubb Insurance Australia Limited	

This certificate has been arranged by Us in our capacity as agents for the insurer/s named above. It does not reflect in detail the policy terms or conditions and merely provides a very brief summary of the insurance that is in existence at the date we have issued this certificate. If you wish to review the details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy wording, schedule and any other associated policy document.

DISCLAIMER - In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy or in accordance with the terms of the Insurance Contracts Act 1984. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration or cancellation to the policy of insurance.

This policy is issued by Longitude Insurance Pty Ltd (ABN 86 152 337 267) as an Authorised Representative (AR 424867) of Austagencies Pty Ltd (ABN 76 006 09 464) (Austagencies). Austagencies have binding authority from Chubb Insurance Australia Limited (ABN 23 001 642 020, AFSL 239687).

Insurance Valuation Report

For

Florence

- Sutherland Crescent, Feilman Street and
Pumpurs Crescent, Taylor

Scheme Number: 15222



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 206182

08 May 2024

Professional Indemnity Insurance Policy Number 96 0968886 PLP

PO Box 1280,
Beenleigh QLD 4207

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

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SECTION 2 – INSURANCE VALUATION REPORT

2.1 Reinstatement Cost Assessment Value

The Reinstatement Cost Assessment Value represents the reinstatement costs associated with the reconstruction of building/s having regard for the functional use and useable area of the original building/s, common areas and body corporate assets. The Reinstatement Cost Assessment Value also estimates the professional fees associated with compilation of design documentation and drafting of plans.

2.2 Loss of Revenue

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

2.3 Current Trends

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 including:

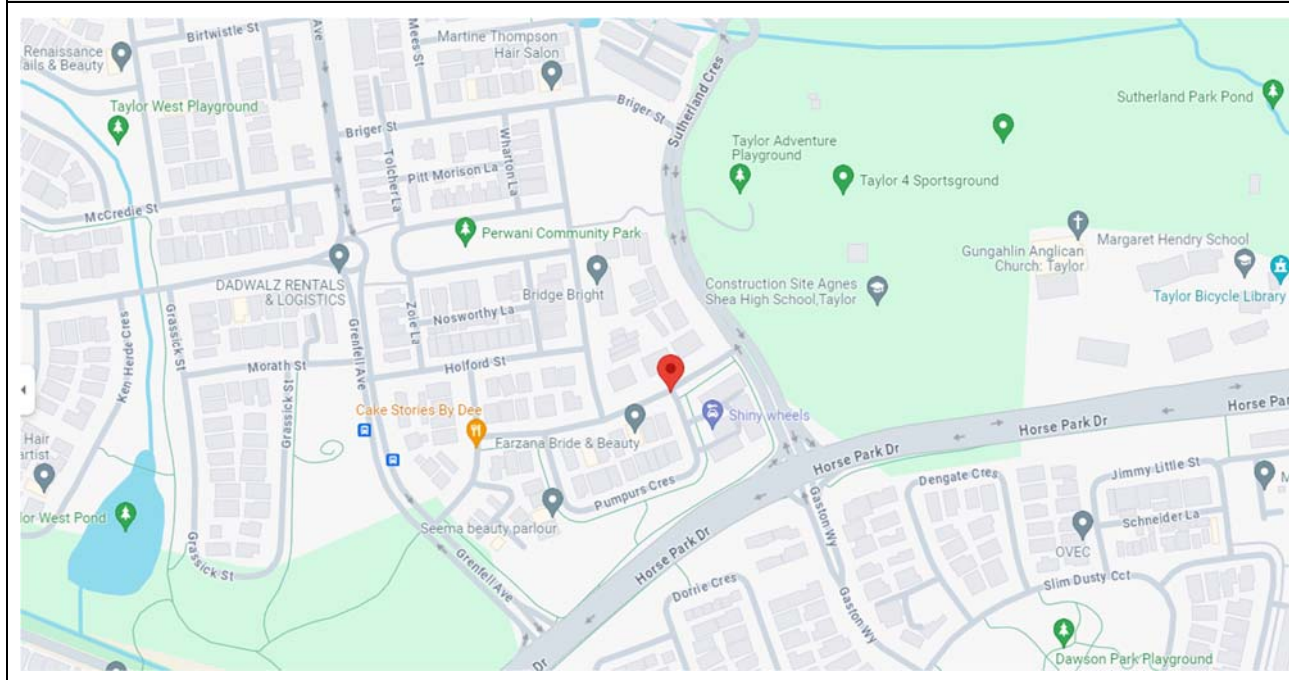
- Estimated Cost of constructing a similar building on the same site;
- Allowance for cost escalation during the claim settlement period and time for planning, calling tenders, and fit out;
- Professional and authority fees relating to the demolition, and the new building;
- Costs of making the damaged building safe, demolition and site clearance;
- Cost Escalation in the likely time lapse between the building insurance anniversary date and the date of the event which triggers a reinstatement event.

NB

No allowance has been made for short term price escalations that may eventuate due to a declared catastrophe. Insurers will provide cover for these circumstances upon request, based on the sum insured recommended in this report.

2.6 Valuation	
Replacement Building and Improvements Cost:	\$11,465,000
Allowance for Cost Escalation during the following:	
Demolition, Design and Documentation:	9 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	18 Months
Calculated at 6% per annum over the relevant period	\$1,035,000
Progressive Subtotal:	\$12,500,000
Professional Fees:	\$1,000,000
Progressive Subtotal:	\$13,500,000
Demolition and Removal of Debris:	\$575,000
Progressive Subtotal:	\$14,075,000
Cost Escalation for Insurance Policy Lapse Period:	\$810,000
Progressive Subtotal:	\$14,885,000
Reinstatement Cost Assessment Value:	\$14,885,000 (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: Concrete & Timber framed.

3.4.1.2 **WALL STRUCTURE**

EXTERNAL WALL CONSTRUCTION: Brick & villa board.

EXTERNAL WALL FINISHES: Face brick & Villa board.

3.4.1.3 **ROOF STRUCTURE**

ROOF CONSTRUCTION: Flat deck Timber/steel framed pitched.

ROOFING: Powder coated Clip lock.

3.4.1.4 **DRIVEWAY STRUCTURE**

DRIVEWAY CONSTRUCTION: Concrete.

3.5 *AREAS NOT INSPECTED - TYPICAL*

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

3.6 *SCOPE*

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

3.7 EXCLUSIONS

An Insurance Valuation Report does not cover or deal with:

- Any 'minor fault or defect';
- Any tenancy works and contents;
- Solving or providing costs for any rectification or repair work;
- The structural design or adequacy of any element of construction;
- Detection of wood destroying insects such as termites and wood borers;
- Any specialised equipment or services not visible at the time of inspection;
- A review of occupational, health or safety issues such as asbestos content, or the provision of safety glass or swimming pool fencing;
- Whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws;
- Any heritage listing that may apply; and
- Whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip, earthquakes or tidal inundation, or if it is flood prone.

SECTION 4 – SITE PHOTOGRAPHS



Sinking Fund Plan

Florence Version 2

- Sutherland Crescent, Feilman Street and
Pumpurs Crescent, Taylor, ACT 2913
Scheme Number: 15222



COMPILED BY CHANG HU

**On 18 February 2022 for the
15 Years Commencing: 1 February 2022
QIA Job Reference Number: 171327**

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

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QIA Group Pty Ltd

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INTRODUCTION

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

LOCATION

- Sutherland Crescent, Feilman Street and Pumpurs Crescent, Taylor, ACT 2913

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:	\$15.50
Number of Lot/Unit Entitlements:	1000
Opening Balance:	\$0.00
The proposed Sinking Fund Levy per entitlement is:	\$15.50

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 3.0% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10.0% per annum has been applied to anticipated costs and it is applied to each individual cost in the year the cost (e.g. painting) is expected to occur (e.g. 2035), the contingency rate is not an annual compounding cost.

The effective life for each item identified is based on its material effective life, therefore no consideration has been made for the economic life of plant, equipment, finishes or upgrades.

We have included a line item called Capital Replacement – General which is a yearly provision for unforeseen and/or unknown capital costs and expenses. This provision will allow Owners to expend funds on items which are not specifically allowed for, without the need to call an Extraordinary General Meeting to raise a special levy to pay for those otherwise unspecified items.

If the amounts provided for are not expended in any one year they will be accumulated to meet expenditures in future years although it has been our experience that some form of capital expenditure occurs every year and not all of it is accounted for via the specific line items in our report.

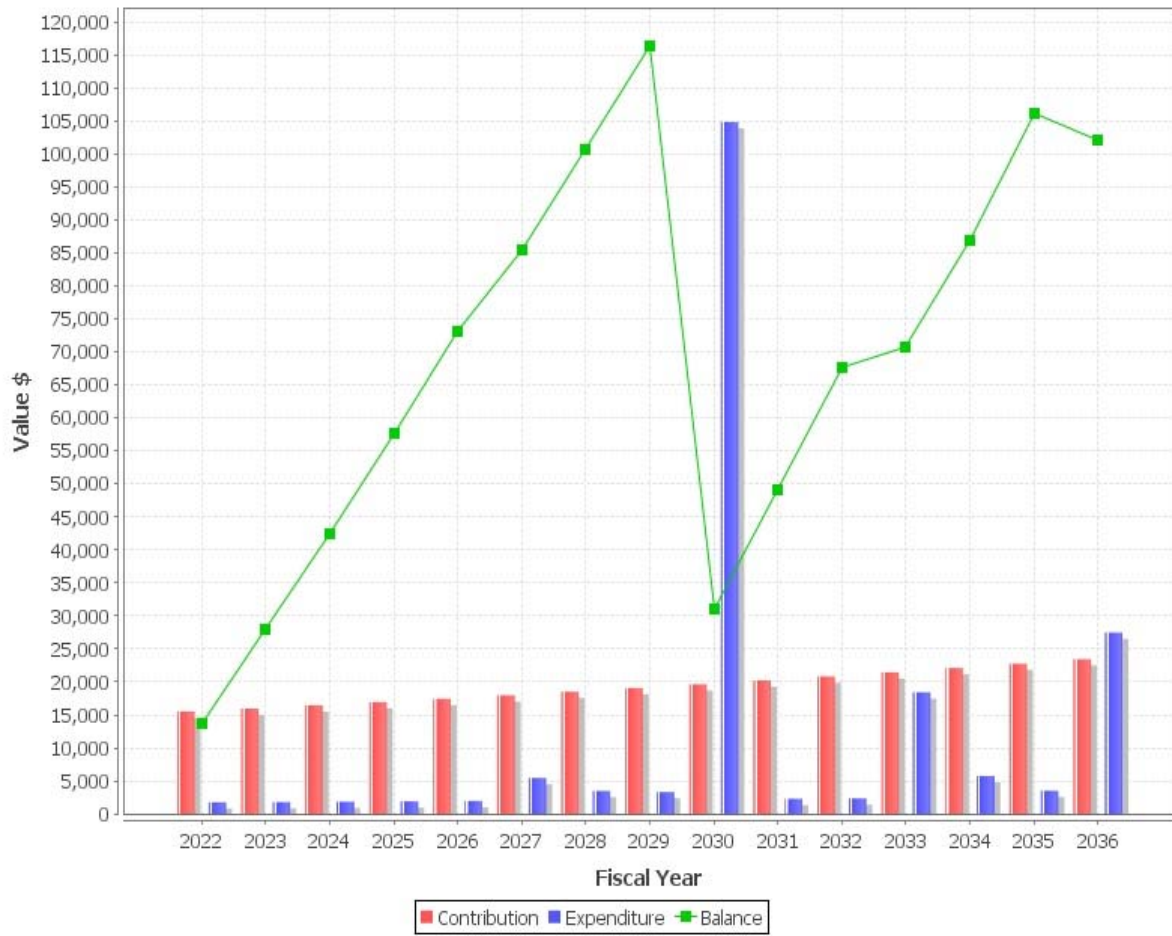
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

This report assumes that all plant and equipment will be maintained under comprehensive maintenance agreements. Expenditure incurred for maintenance agreements is taken to be covered within the Administrative Fund Budget, 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	01/02/2022		\$0	\$15,500	\$15.50	\$1,745	\$13,755
2	01/02/2023		\$13,755	\$15,965	\$15.96	\$1,797	\$27,923
3	01/02/2024		\$27,923	\$16,444	\$16.44	\$1,851	\$42,516
4	01/02/2025		\$42,516	\$16,937	\$16.94	\$1,907	\$57,547
5	01/02/2026		\$57,547	\$17,445	\$17.45	\$1,964	\$73,028
6	01/02/2027		\$73,028	\$17,969	\$17.97	\$5,425	\$85,572
7	01/02/2028		\$85,572	\$18,508	\$18.51	\$3,480	\$100,600
8	01/02/2029		\$100,600	\$19,063	\$19.06	\$3,312	\$116,351
9	01/02/2030		\$116,351	\$19,635	\$19.63	\$104,831	\$31,155
10	01/02/2031		\$31,155	\$20,224	\$20.22	\$2,277	\$49,103
11	01/02/2032		\$49,103	\$20,831	\$20.83	\$2,345	\$67,589
12	01/02/2033		\$67,589	\$21,456	\$21.46	\$18,411	\$70,633
13	01/02/2034		\$70,633	\$22,099	\$22.10	\$5,744	\$86,988
14	01/02/2035		\$86,988	\$22,762	\$22.76	\$3,518	\$106,233
15	01/02/2036		\$106,233	\$23,445	\$23.45	\$27,474	\$102,204

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

February 2022	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$1,745
<u>Total Forecast Expenditure for year - February 2022 (Inc GST):</u>	<u>\$1,745</u>
Includes GST amount of :	\$159
February 2023	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$1,797
<u>Total Forecast Expenditure for year - February 2023 (Inc GST):</u>	<u>\$1,797</u>
Includes GST amount of :	\$163
February 2024	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$1,851
<u>Total Forecast Expenditure for year - February 2024 (Inc GST):</u>	<u>\$1,851</u>
Includes GST amount of :	\$168
February 2025	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$1,907
<u>Total Forecast Expenditure for year - February 2025 (Inc GST):</u>	<u>\$1,907</u>
Includes GST amount of :	\$173

February 2026		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,964
<u>Total Forecast Expenditure for year - February 2026 (Inc GST):</u>		<u>\$1,964</u>
Includes GST amount of :		\$179
February 2027		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$2,023
EXTERNAL WORKS		
- Maintain common pipework		\$2,648
FURNITURE & FITTINGS		
- Ongoing partial replacement of common area lighting 33% of total		\$754
<u>Total Forecast Expenditure for year - February 2027 (Inc GST):</u>		<u>\$5,425</u>
Includes GST amount of :		\$493
February 2028		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$2,083
FENCING		
- Maintain masonry fencing		\$1,396
<u>Total Forecast Expenditure for year - February 2028 (Inc GST):</u>		<u>\$3,480</u>
Includes GST amount of :		\$316

February 2029	Expense Inc GST
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SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings	\$821
- Capital Replacement - General	\$2,146

DRIVEWAYS, PATHWAYS & PARKING

- Provision to replace wheel stops 33% of total	\$345
---	-------

<u>Total Forecast Expenditure for year - February 2029 (Inc GST):</u>	<u>\$3,312</u>
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Includes GST amount of :	\$301
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February 2030	Expense Inc GST
----------------------	--------------------

SUPERSTRUCTURE

- Repaint buildings	\$60,740
- Repaint balcony/patio ceilings	\$4,688
- Repaint vent/downpipes	\$14,146
- Scaffold/access equip allowance	\$12,630
- Repaint door faces	\$3,875
- Repaint posts/columns	\$402
- Capital Replacement - General	\$2,210

DRIVEWAYS, PATHWAYS & PARKING

- Repaint bollards	\$359
- Repaint line marking	\$632

EXTERNAL WORKS

- Repaint bin enclosure and carport	\$5,150
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<u>Total Forecast Expenditure for year - February 2030 (Inc GST):</u>	<u>\$104,831</u>
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Includes GST amount of :	\$9,530
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February 2031		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$2,277
<u>Total Forecast Expenditure for year - February 2031 (Inc GST):</u>		<u>\$2,277</u>
Includes GST amount of :		\$207
February 2032		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$2,345
<u>Total Forecast Expenditure for year - February 2032 (Inc GST):</u>		<u>\$2,345</u>
Includes GST amount of :		\$213
February 2033		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$2,415
DRIVEWAYS, PATHWAYS & PARKING		
- Maintain driveway/pathway 3% of total		\$9,691
FURNITURE & FITTINGS		
- Maintain signage		\$3,952
ROOF		
- Provision to maintain roof fixtures and flashings		\$2,353
<u>Total Forecast Expenditure for year - February 2033 (Inc GST):</u>		<u>\$18,411</u>
Includes GST amount of :		\$1,674

February 2034		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement – General		\$2,488
EXTERNAL WORKS		
- Maintain common pipework		\$3,257
<u>Total Forecast Expenditure for year – February 2034 (Inc GST):</u>		<u>\$5,744</u>
Includes GST amount of :		\$522
February 2035		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement – General		\$2,562
FURNITURE & FITTINGS		
- Ongoing partial replacement of common area lighting 33% of total		\$955
<u>Total Forecast Expenditure for year – February 2035 (Inc GST):</u>		<u>\$3,518</u>
Includes GST amount of :		\$320
February 2036		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement – General		\$2,639
FURNITURE & FITTINGS		
- Provision to replace furniture		\$1,028
- Provision to replace mail boxes in 20 years partial accrual		\$4,846
- Provision to replace door closer		\$514

ROOF

- Provision to replace guttering in 35years partial accrual	\$6,684
- Provision to replace down pipes in 30 years partial accrual	\$11,763
<u>Total Forecast Expenditure for year - February 2036 (Inc GST):</u>	<u>\$27,474</u>
Includes GST amount of :	\$2,498

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
SUPERSTRUCTURE																		
- Repaint buildings	\$42,320	2030	10									60740						
- Repaint balcony/patio ceilings	\$3,266	2030	10									4688						
- Repaint vent/downpipes	\$9,856	2030	10									14146						
- Scaffold/access equip allowance	\$8,800	2030	10									12630						
- Repaint door faces	\$2,700	2030	10								821							
- Provision to replace balustrade/handrail fixings	\$590	2029	8															
- Repaint posts/columns	\$280	2030	10									402						
- Capital Replacement - General	\$1,540	2022	1	1745	1797	1851	1907	1964	2023	2083	2146	2210	2277	2345	2415	2488	2562	2639
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain driveway/pathway 3% of total	\$6,179	2033	12															9691
- Repaint bollards	\$250	2030	10									359						
- Repaint line marking	\$440	2030	10									632						
- Provision to replace wheel stops 33% of total	\$248	2029	8								345							
EXTERNAL WORKS																		
- Maintain common pipework	\$2,016	2027	7						2648									3257
- Repaint bin enclosure and carport	\$3,588	2030	10									5150						
FENCING																		
- Maintain masonry fencing	\$1,032	2028	9							1396								
FURNITURE & FITTINGS																		
- Provision to replace furniture	\$600	2036	15															1028
- Maintain signage	\$2,520	2033	12															3952

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
- Provision to replace mail boxes in 20 years partial accrual	\$2,828	2036	5															4846
- Ongoing partial replacement of common area lighting 33% of total	\$574	2027	8					754									955	
- Provision to replace door closer	\$300	2036	15															514
ROOF																		
- Provision to replace guttering in 35years partial accrual	\$3,900	2036	20															6684
- Provision to replace down pipes in 30 years partial accrual	\$6,864	2036	15															11763
- Provision to maintain roof fixtures and flashings	\$1,500	2033	12												2353			
Total Includes GST amount of				1745	1797	1851	1907	1964	5425	3480	3312	104831	2277	2345	18411	5744	3518	27474
				159	163	168	173	179	493	316	301	9530	207	213	1674	522	320	2498

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
SUPERSTRUCTURE																		
- Repaint buildings	\$42,320	2030	10	5979	12137	18480	25013	31743	38674	45813	53166	60740	7121	14455	22009	29790	37804	46059
- Repaint balcony/patio ceilings	\$3,266	2030	10	461	937	1426	1931	2450	2985	3536	4103	4688	550	1116	1699	2299	2918	3555
- Repaint vent/downpipes	\$9,856	2030	10	1392	2827	4304	5825	7393	9007	10670	12382	14146	1658	3366	5126	6938	8804	10727
- Scaffold/access equip allowance	\$8,800	2030	10	1243	2524	3843	5201	6600	8042	9526	11055	12630	1481	3006	4576	6194	7861	9577
- Repaint door faces	\$2,700	2030	10	381	774	1179	1596	2025	2467	2923	3392	3875	454	922	1404	1900	2411	2938
- Provision to replace balustrade/handrail fixings	\$590	2029	8	92	187	285	386	490	597	707	821	117	237	361	489	621	757	896
- Repaint posts/columns	\$280	2030	10	40	80	122	166	210	256	303	352	402	47	96	146	197	250	305
- Capital Replacement - General	\$1,540	2022	1	1745	1797	1851	1907	1964	2023	2083	2146	2210	2277	2345	2415	2488	2562	2639
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain driveway/pathway 3% of total	\$6,179	2033	12	683	1386	2111	2857	3625	4417	5232	6072	6937	7828	8746	9691	974	1976	3009
- Repaint bollards	\$250	2030	10	35	72	109	148	188	229	271	314	359	42	85	130	176	223	272
- Repaint line marking	\$440	2030	10	62	126	192	260	330	402	477	553	632	74	150	229	310	393	479
- Provision to replace wheel stops 33% of total	\$248	2029	8	39	79	120	162	206	251	297	345	49	100	152	206	261	318	377
EXTERNAL WORKS																		
- Maintain common pipework	\$2,016	2027	7	409	831	1265	1713	2173	2648	425	863	1314	1778	2257	2749	3257	523	1061
- Repaint bin enclosure and carport	\$3,588	2030	10	507	1029	1567	2121	2691	3279	3884	4508	5150	604	1226	1866	2526	3205	3905

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
FENCING																		
- Replace cyclone/mesh fencing in 35 years	\$2,688	2056	35	138	279	425	576	731	890	1054	1224	1398	1578	1762	1953	2149	2351	2559
- Provision to replace colorbond slat fencing/gates in 35 years	\$2,860	2056	35	146	297	453	613	777	947	1122	1302	1487	1678	1875	2078	2287	2502	2723
- Maintain masonry fencing	\$1,032	2028	9	182	370	563	762	967	1178	1396	179	364	554	750	952	1159	1373	1594
FURNITURE & FITTINGS																		
- Provision to replace furniture	\$600	2036	15	55	112	171	231	293	358	424	491	562	634	708	784	863	944	1028
- Maintain signage	\$2,520	2033	12	278	565	861	1165	1478	1801	2134	2476	2829	3192	3567	3952	397	806	1227
- Provision to replace mail boxes in 20 years partial accrual	\$2,828	2036	5	261	529	805	1090	1383	1685	1996	2317	2647	2987	3337	3698	4069	4452	4846
- Ongoing partial replacement of common area lighting 33% of total	\$574	2027	8	117	237	360	488	619	754	107	218	332	449	570	695	823	955	136
- Provision to replace door closer	\$300	2036	15	28	56	85	116	147	179	212	246	281	317	354	392	432	472	514
- Provision to replace BBQ	\$2,500	2041	20	185	375	571	773	981	1195	1416	1643	1878	2119	2367	2623	2886	3158	3437
ROOF																		
- Provision to replace guttering in 35years partial accrual	\$3,900	2036	20	359	730	1111	1503	1908	2325	2754	3196	3651	4120	4603	5100	5613	6140	6684
- Provision to replace down pipes in 30 years partial accrual	\$6,864	2036	15	632	1284	1955	2646	3358	4091	4846	5624	6425	7250	8100	8976	9878	10806	11763
- Provision to maintain roof fixtures and flashings	\$1,500	2033	12	166	337	512	694	880	1072	1270	1474	1684	1901	2123	2353	236	480	730
TOTAL ACCRUALS				13870	28160	42875	58036	73646	86327	101399	117150	31955	48753	66054	67880	82978	100927	95566

* 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.

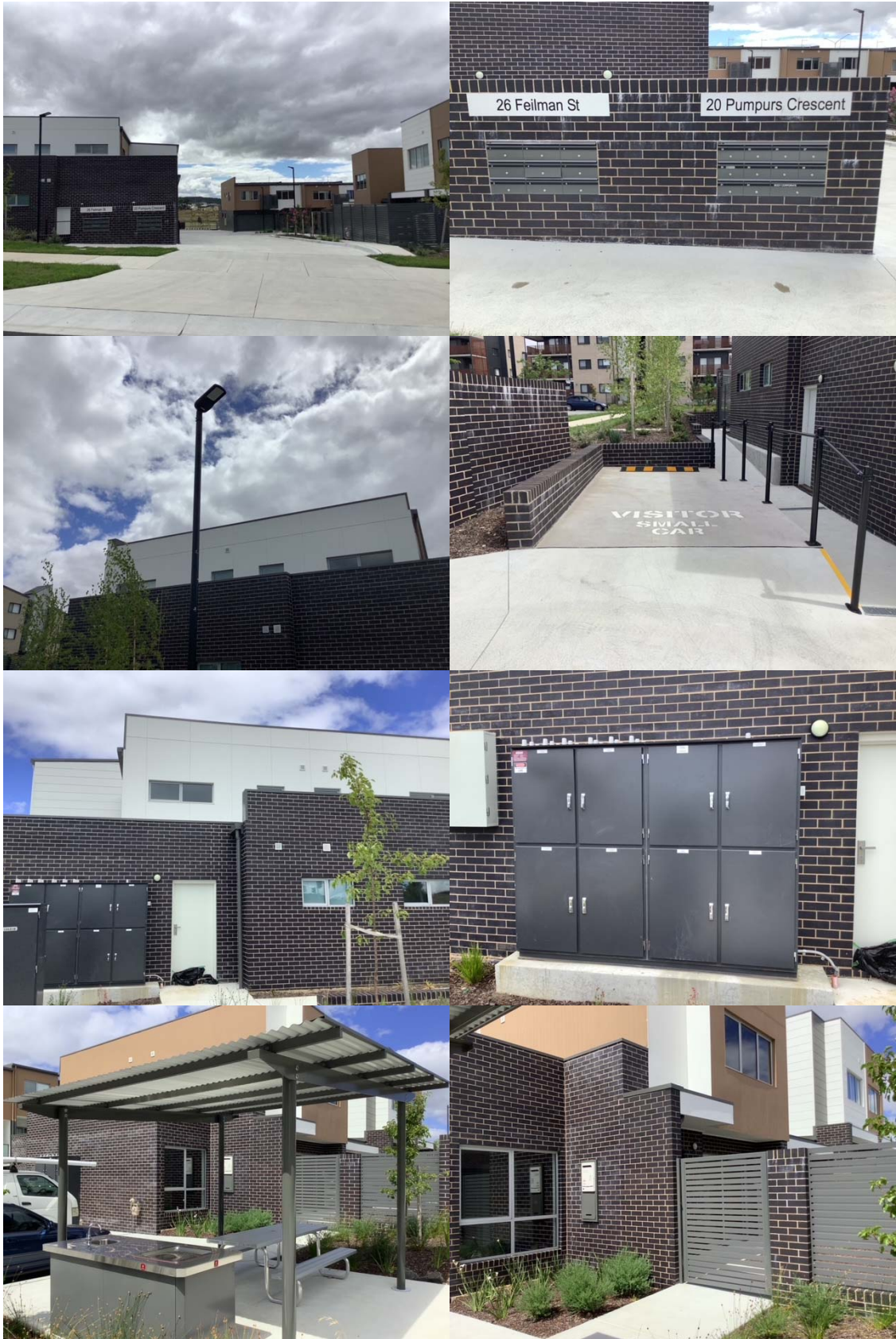
This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report 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	UP15222
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).	04/03/2026
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
	04/03/2026	See attached Minutes
	___ / ___ / ____	
A4	Owners Corporation declaration	
	04/03/2026 Date of affixing of seal Signature:  Designation: Strata Manager	No Common Seal

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 $\frac{1}{2}$ 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 $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a standard quorum for the motion (see above) is not present a reduced quorum decision may be made if a reduced quorum (see next point) is then present for consideration of the motion (UTMA s 3.9 (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 $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a standard quorum for the motion (see above) nor a reduced quorum (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3) 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 $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a reduced quorum made up by anyone then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (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 ANNUAL GENERAL MEETING OF THE
OWNERS OF UNITS PLAN 15222 "FLORENCE"
1 SUTHERLAND CRESCENT, TAYLOR ACT 2913**

DATE HELD: Wednesday 04 March 2026 - 3:00 PM

VENUE: 17/11 National Circuit, Barton ACT, Australia, or
Zoom - <https://us02web.zoom.us/join/edl?muid=02559a01-aa71-4448-a965-2bb1c49a54f3> - Meeting ID: 820 3804 4523
Passcode: 548329

Present

Unit 10	Sam Murphy	In Person
Unit 11	Nicole Robb	In Person

In Attendance

SIGNATURE STRATA	Belinda Denzel
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Chairperson

Nicole Robb

Quorum

The Chairperson advised that a quorum was not represented.

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 29th July 2025 are accepted.* **MOTION CARRIED**

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:	LONGITUDE INSURANCE / LNG-STR- 20304069
Renewal Date:	8 November 2026
Building Sum Insured:	\$15,629,250.00
Excesses:	\$2,000.00 \$3,000.00 water damage

Base Premium:	\$16,232.06
GST	\$1,658.21
Underwriting Agency Fee	\$350.00
Broker Fee	\$500.00
GST	\$50.00
Workers Compensation	
Premium:	\$250.00
Broker Fee:	\$4.50
Fire Levy	\$0.00
GST	\$25.45
Signature Strata Commission	25% of the brokers commission
Last insurance valuation report:	8th May 2024
Please refer to attached Certificate of Currency for details of the sum insured limits	

Renewal terms will be provided to the Executive Committee for advice and in the event advice is not forthcoming prior to renewal, insurances will be renewed as per the recommendation provided by the nominated broker.

Signature Strata recommends Unit Owners seek their own advice in relation to obtaining contents and liability insurance for their unit, as the insurance cover held by the Owners Corporation only covers the building structure (including permanent fixtures) and public liability claims that occur on common property. It does not include contents (i.e. carpet, furnishings and personal effects) within each individual unit, or public liability coverage on private property.

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 of UP15222 endorse continued Brokerage services through the existing broker, Allinsure* **MOTION CARRIED**

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

INSURANCE DISCLAIMER

Insurance disclaimer

Insurance services are provided through locally represented insurance broking firms, Allinsure, Arthur J Gallagher or Honan. Utilising the services of an independent broker ensures Owners Corporations have access to competitive premium offerings, receive expert advice and claims handling, leading to better coverage and claim outcomes.

Signature Strata is qualified to give general advice and information about insurance, which does not take into consideration the needs, objectives or particular financial circumstances of the Owners

Corporation. If the Owners Corporation require specialist insurance advice, Signature Strata will refer the Owners Corporation to your nominated Broker. The Owners Corporation should read the Product Disclosure Statement and policy wording before making a decision to purchase the insurance.

All insurance policies arranged under this Agreement will be offered on a net basis and will not be subject to the payment of any commissions to Signature Strata. Management fees have been adjusted to reflect the removal of commissions, which had previously subsidised the management fees.

INSURANCE CLAIMS

Please refer attached summary of insurance claims.

FINANCIALS

MOTION 5. *That the financial statements from 1st February 2025 to 31 January 2026 be accepted as presented.* **MOTION CARRIED**

SINKING FUND

The Owners Corporation of UP15222 obtained their Sinking Fund Forecast Report on 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 . A copy of the Sinking Fund Forecast is available through the owners portal.

MOTION 6. *That the Owners Corporation gives consent for a new Sinking Fund Forecast to be obtained and 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.

FLORENCE is outside of the Builders Warranty period and does not need to record building defects. All items will be covered in Maintenance Items.

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: Nil Advised

Ongoing Maintenance Issues: Continue to preventative works on the roof

Maintenance Contracts Held:
Inside Outside - Caretaker

MAINTENANCE PLAN

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.

There are no common area fire systems installed at UP15222

AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

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

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

BUDGET DEBATE

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

MOTION 8. *That the proposed Administrative Fund Expenditure Budget of \$80,280.00 for the period 1 February 2026 to 31 January 2027 be adopted.* **MOTION CARRIED**

MOTION 9. *That the proposed Sinking Fund Expenditure Budget of \$11,964.00 for the period 1 February 2026 to 31 January 2027 be adopted.* **MOTION CARRIED**

MOTION 10. *That the Owners Corporation determines an Administrative Fund Levy Contribution of \$70,000.00 for the twelve-month period, commencing 1 February 2026 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 01/04/26, 01/07/26, 01/10/26, 01/01/27* **MOTION CARRIED**

MOTION 11. *That the Owners Corporation determines a Sinking Fund Levy Contribution of \$17,445.00 for the twelve-month period, commencing 1 February 2026 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 01/04/26, 01/07/26, 01/10/26, 01/01/27* **MOTION CARRIED**

MOTION 12. *That the Owner's Corporation of UP15222 agree to transfer \$5,000 from the Administration fund to the Sinking Fund* **MOTION CARRIED**

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 signed on 5th August 2025 and expires on 04th August 2028. The contract is available through the owners portal.

Signature Strata have made a business decision to transition away from receiving insurance commissions. As a result, our Management Fee structure has been adjusted.

Please find attached, new Strata Management Agency Agreement

- MOTION 13.** That the Owners Corporation of UP15222 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 three (3) 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 (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

CONTRACTOR COMPLIANCE

- MOTION 14.** *That the services of a contractor compliance company be engaged to audit contractors to ensure compliance with insurance and licencing requirements.*

MOTION CARRIED

EXECUTIVE COMMITTEE

- MOTION 15.** *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

N. Robb - Unit 11
S. Murphy - Unit 10
Vacant
Vacant

GENERAL BUSINESS

Bin room needs a clean-up, items left for collection – Inside Outside to attend

Roof works to continue for the preventative maintenance.

CLOSURE

There being no further business the chairperson declared the meeting closed at 3:35 PM



MINUTES OF THE ANNUAL GENERAL MEETING 2025

OWNERS CORPORATION - 15222

**Florence
1 Sutherland Crescent
26 Feilman Street, 20 Pumpurs Crescent
TAYLOR ACT 2913**

Held on :

Tuesday, 29 July 2025 04:00 PM

In person at

Civium Strata Canberra - Camage Room
3 Lonsdale St
Braddon ACT 2612

Virtually via Microsoft Teams

<https://my.civiumstrata.com.au/meetings?z=33340>

MINUTES OF THE ANNUAL GENERAL MEETING OF OWNERS CORPORATION Florence 15222

Held Tuesday, 29 July 2025 4:00 PM at
 Civium Strata Canberra - Camage Room
 3 Lonsdale St
 Braddon ACT 2612

Present	L. Mireku (Lot 4), N. Robb (Lot 11), S. Murphy (Lot 10), Z. Coleman (Lot 19)
Civium Rep(s)	Madison Duberal (Civium Strata), Miles Mason (Civium Strata)
Proxies	None
Company Nominees	None
Apologies	None
Voting Papers	None
Other Attendees	None
CFM	None
Chairperson	N. Robb

Reduced Quorum Meeting

MOTION	Motion for consideration
1	<p>Minutes (ORDINARY RESOLUTION)</p> <p>IT WAS RESOLVED that the minutes of the previous Annual General Meeting of the Owners Corporation, held on 03/04/2024, be confirmed as a true and accurate account of the proceeding at that meeting.</p> <p style="text-align: right;">Motion Carried</p>

2	<p>Insurance Valuation (ORDINARY RESOLUTION)</p> <p>IT WAS RESOLVED that the property of the Owners Corporation be re-valued for insurance purposes and that the Strata Managing Agent adjust the building sum insured in accordance with the valuation.</p> <p><i>Note: The latest Insurance Valuation was provided in 2024 at a value of \$14,885,000. The cost to have a new report provided by QIA Group will be approximately \$740.</i></p> <p style="text-align: right;">Motion Defeated</p>
3	<p>Insurance Renewal (SPECIAL RESOLUTION)</p> <p>IT WAS RESOLVED that the Owners Corporation resolves:</p> <p>a) To confirm the Owners Corporation's current insurance cover as detailed in the attached policy within the agenda.</p> <p>b) To delegate authority to the Executive Committee to select the appropriate insurance policy and, if necessary, arrange premium funding for the policy.</p> <p>c) To authorise the Strata Managing Agent to obtain quotations for insurance cover prior to the expiry of the current policy. These quotations are to be presented to the Executive Committee for consideration. In the event that no advice or decision is provided by the Executive Committee, the Managing Agent is authorised to proceed with the recommendation provided by the insurance broker and, if necessary, arrange for premium funding of the policy.</p> <p>Current Policy Details:</p> <p>Insurer: Longitude Building Sum Insured (BSI): \$7,950,569 Excess: \$2000 Policy Expiry: 07/11/2025</p> <p><i>NOTE: Amendment to Building Sum Insured has been requested to match insurance valuation acquired in 2024. If majority committee approval not reached by 04/07/2025, the request will proceed with the valuation amount to ensure the continued coverage of your property.</i></p> <p style="text-align: right;">Motion Carried</p>
4	<p>Insurance Claims (ACKNOWLEDGEMENT)</p> <p>IT WAS RESOLVED that the Owners Corporation consider any open or new Insurance Claims.</p> <p><i>Note: There is one open insurance claim.</i></p> <p><i>PRC41042 - High winds have lifted the roof sheeting. Roofing above Unit 24</i></p> <p><i>Note: Unit 10 experiencing an ongoing leak caused by the same storm, this may need to be added to the current open claim.</i></p> <p style="text-align: right;">Motion Acknowledged</p>
5	<p>Financial Statements and Accounting Records (ORDINARY RESOLUTION)</p> <p>IT WAS RESOLVED that the financial statement of accounts for the financial year ending 31/01/2025 be adopted.</p> <p><i>NOTE: It was noted that the expense for "Electrical - Utility" incorrectly charged to UP15222 has been removed, this change will be noted in the following years financial statement.</i></p> <p style="text-align: right;">Motion Carried</p>

6	<p>Appointment of Auditor (ORDINARY RESOLUTION)</p> <p>IT WAS RESOLVED that the Owners Corporation resolve to appoint an auditor to audit the financial accounts for the closing financial period of the Owners Corporation to the Australian Auditor Standards and review the latest report, if obtained.</p> <p><i>NOTE: An audit report is not a requirement for UP15222, due to the size and nature of the complex and budget.</i></p> <p style="text-align: right;">Motion Defeated</p>
7	<p>Maintenance Plan (ORDINARY RESOLUTION)</p> <p>IT WAS RESOLVED the Owners Corporation review the Maintenance Plan for the continued maintenance of the common property and its assets.</p> <p><i>Note: Roof Planned Preventative Maintenance (PPM) will need to be updated.</i></p> <p style="text-align: right;">Motion Carried</p>
8	<p>Maintenance Issues (ORDINARY RESOLUTION)</p> <p>IT WAS RESOLVED that the Owners Corporation consider any open or new Common Property Maintenance Issues as well as any maintenance contracts that may be due for renewal.</p> <p>Bin Room</p> <p>Concern: Ongoing issue with bulky waste being dumped in the bin room. Outcome: It was noted this has been a long-standing issue. The current arrangement is for IOFS to attend quarterly to remove any bulky waste.</p> <p>Parking on Grass</p> <p>Concern: Residents parking on the grass, resulting in damage to the lawn. Outcome: Owners present suggested considering the installation of large boulders or bollards in the future to prevent vehicles from parking on grassed areas.</p> <p>Roof</p> <p>Concern: Multiple unresolved roof issues; previous inspections and quotes did not adequately address all areas, particularly venting. Outcome: Owners present agreed to start fresh with a comprehensive roof report, including all vents.</p> <p>IOFS Contract</p> <p>Action: The Executive Committee will follow up with IOFS regarding expiry of their current contract.</p> <p style="text-align: right;">Motion Carried</p>
9	<p>Fire Safety Review (ORDINARY RESOLUTION)</p> <p>IT WAS RESOLVED that the Owners Corporation review the provision and compliance of Common Property fire safety measures in accordance with the National Construction Codes (NCC) fire safety requirements.</p> <p><i>NOTE: A fire safety review is not applicable to UP15222.</i></p> <p style="text-align: right;">Motion Acknowledged</p>

<p>10</p>	<p>Consideration of Physical Building Defects (ORDINARY RESOLUTION)</p> <p>IT WAS RESOLVED that the Owners Corporation considers any Common Property physical building structural defects.</p> <p><i>NOTE: The Owners Corporation are reminded that the Owners Corporation may only consider defects associated with the Common Property or any defect which affects the building's Defined Parts. Any unit specific defects that are not Common Property is the responsibility of the unit owner to progress through the appropriate channels.</i></p> <p style="text-align: right;">Motion Acknowledged</p>
<p>11</p>	<p>Budget (ORDINARY RESOLUTION)</p> <p>1. IT WAS RESOLVED that contributions be determined:</p> <p>a. To the Administrative Fund in accordance with Section 75 of the Unit Titles (Management) Act 2011 for the sum of:</p> <p>Total Expenditure \$70,715.00 Total Administrative Fund Income \$70,715.00</p> <p>b. To the Sinking Fund in accordance with Section 89 of the Unit Titles (Management) Act 2011 for the sum of:</p> <p>Total Expenditure \$2,557.00 Total Sinking Fund Income \$16,937.00</p> <p>c. IT WAS RESOLVED that the Administrative and Sinking Fund contributions be paid in quarterly instalments with the instalments dates to be</p> <p>1st instalment 10/07/2025 - Pre-struck 2nd instalment 21/09/2025 3rd instalment 01/11/2025 4th instalment 01/01/2026</p> <p>d. IT WAS RESOLVED that in accordance with Section 78 and 89 of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to determine additional quarterly contributions at the agreed administrative and sinking fund rate, for the next financial year should they be deemed necessary prior to the next AGM being held.</p> <p><i>NOTE: Approved budget attached to include pro-rated amount following pre-struck levy.</i></p> <p style="text-align: right;">Motion Carried</p>

<p>12</p>	<p>Appointment of Managing Agent (ORDINARY RESOLUTION)</p> <p>IT WAS RESOLVED that the Owners Corporation of Units Plan 15222 "Florence", agree in accordance with Section 50 of the Unit Titles (Management) Act 2011, to the following:</p> <p>That Signature Strata Pty Ltd be appointed as Managing Agent, for a period of three (3) years,</p> <p>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;</p> <p>That the agent be authorised to open and operate a bank account on the owners corporations behalf on or after the date of this meeting;</p> <p>That the Owners Corporation execute a written agreement to give effect to this appointment and delegation;</p> <p>That the delegation to the agent is subject to the conditions and limitations listed in the agreement;</p> <p>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.</p> <p>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.</p> <p><i>Note: if any owner would like a copy of the contract please contact Nicole Robb directly via email - nicole_robby@hotmail.com or nicole@signaturestrata.com.au</i></p> <p style="text-align: right;">Motion Carried</p>
<p>13</p>	<p>Election of Executive Committee (ORDINARY RESOLUTION)</p> <p>IT WAS RESOLVED that the election of the Executive Committee takes place:</p> <p>1. That the Owners Corporation appoint the following Owners to form the Executive Committee until the next Annual General Meeting:</p> <ul style="list-style-type: none"> - L Mireku. - S Murphy. - N Robb. - Z Coleman. <p>2. That the Owners Corporation considers the adequacy of any current authorisations, delegations and appointments for the Executive Committee, any Sub-Committees and any Communication Officers. This includes nominating one or several invoice approvers on behalf of the Owners Corporation.</p> <p style="text-align: right;">Motion Carried</p>

There being no further business the chairperson declared the meeting closed at 04:37 pm
Dated: 29 July 2025
Issued by Civium Property Group for and on behalf of the Owners Corporation.

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions †

A1 The Owners—Units Plan No 15222

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made **29/07/2025**

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
29/07/2025	As attached

A4 Owners corporation declaration

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

DATE: 07/08/2025

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



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

AF2012-112 made under the Unit Titles (Management) Act 2011, s 146
Unauthorised version prepared by ACT Parliamentary Counsel's Office

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

- A ***reduced quorum decision*** is a decision of a general meeting of the owners corporation made while a quorum (a ***reduced quorum***) smaller than a ***standard quorum*** was present.
- A ***standard quorum*** is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

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

Reduced quorum decisions made at regularly-convened general meetings

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a ***standard quorum*** for the motion (see above) is not present a reduced quorum decision may be made if a ***reduced quorum*** (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a ***reduced quorum*** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

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

B2 When does a reduced quorum decision take effect?

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

B3 How may reduced quorum decisions be disallowed?

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

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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



Issue date: 10 July 2025

Certificate of Insurance

This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown in the Period of Insurance below and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the "Insurance Contracts Act, 1984".

INSURED:	The Owners of Unit Plan 15222	
INTERESTED PARTY(S):	Name	Classification
DESCRIPTION OF INSURED BUSINESS:	Residential Strata	
SITUATION OF RISK:	1 SUTHERLAND CRESCENT, TAYLOR, ACT 2913	
SECTION 1:	<u>Property - Physical Loss, Destruction or Damage</u> Buildings - \$14,885,000.00 Common Contents - \$148,850.00	
SECTION 2:	<u>Voluntary Workers Personal Accident</u> Accidental Death & Disablement - Insured Weekly Benefits - Insured	
SECTION 3:	<u>Office Bearers' Liability</u> Limit of Indemnity - \$2,000,000.00 in the aggregate Period of Insurance	
SECTION 4:	<u>Fidelity Guarantee</u> Limit - \$100,000.00 in the aggregate Period of Insurance	
SECTION 6:	<u>Public Liability</u> Limit of Indemnity - \$20,000,000.00 each and every Occurrence	
SECTION 7:	<u>Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses</u> (a) Taxation and Audit Costs Limit of Indemnity - \$30,000 in the aggregate Period of Insurance (b) Workplace Health and Safety Breaches Limit of Indemnity - \$150,000 in the aggregate Period of Insurance (c) Legal Defence Expenses Limit of Indemnity - \$50,000 in the aggregate Period of Insurance	
POLICY NUMBER:	LNG-STR-20304069	
PERIOD OF INSURANCE:	4 July 2025 expiring on 08 November 2025 at 4pm Local Standard Time	
INSURER:	Chubb Insurance Australia Limited	

This certificate has been arranged by Us in our capacity as agents for the insurer/s named above. It does not reflect in detail the policy terms or conditions and merely provides a very brief summary of the insurance that is in existence at the date we have issued this certificate. If you wish to review the details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy wording, schedule and any other associated policy document.

DISCLAIMER - In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy or in accordance with the terms of the Insurance Contracts Act 1984. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration or cancellation to the policy of insurance.

This policy is issued by Longitude Insurance Pty Ltd (ABN 86 152 337 267) as an Authorised Representative (AR 424867) of Austagencies Pty Ltd (ABN 76 006 09 464) (Austagencies). Austagencies have binding authority from Chubb Insurance Australia Limited (ABN 23 001 642 020, AFSL 239687).

Civium Strata
Approved Budget for Unit Title 15222

FLORENCE, 1 Sutherland Crescent TAYLOR

Prepared by Civium Strata (ABN 39 121 276 300)
 Locked Bag 8300 CANBERRA ACT 2601 Ph 1300 724 256 Fax

Administrative Fund	Approved Budget <small>(01/02/2025-31/01/2026)</small>	Current Actual <small>(01/02/2024-31/01/2025)</small>	Current Budget <small>(01/02/2024-31/01/2025)</small>
Income			
Interest on Overdues	\$0.00	\$143.85	\$0.00
Levy Income	\$70,715.00	\$70,086.00	\$70,086.00
Total Admin Fund Income	\$70,715.00	\$70,229.85	\$70,086.00
Expense			
Accountant - Professional Fees	\$0.00	\$0.00	\$66.00
Arrears Recovery Costs	\$0.00	\$(63.80)	\$0.00
Building Repairs & Maintenance	\$4,000.00	\$3,767.71	\$5,000.00
Caretaker	\$20,000.00	\$18,935.18	\$20,000.00
Civium Disbursements	\$0.00	\$667.00	\$0.00
Electrical Repairs & Maintenance	\$500.00	\$242.00	\$300.00
Electricity - Utility	\$1,700.00	\$1,455.12	\$1,500.00
Insurance Excess Fee	\$1,000.00	\$0.00	\$1,000.00
Insurance Premiums	\$15,000.00	\$11,842.80	\$15,000.00
Insurance Valuation	\$0.00	\$718.00	\$0.00
Legal expense	\$0.00	\$85.00	\$0.00
Management Fee	\$15,225.00	\$9,504.99	\$14,500.00
Painting	\$0.00	\$6,006.00	\$0.00
Plumbing & Drainage	\$1,000.00	\$517.00	\$0.00
Roofing Repairs & Maintenance	\$1,000.00	\$1,540.00	\$1,000.00
Tax Agent Fees - Income Tax	\$150.00	\$132.00	\$120.00
Taxation Reporting (Civium)	\$140.00	\$132.00	\$0.00
Waste collection	\$1,500.00	\$0.00	\$1,500.00
Water - Utility	\$9,500.00	\$8,569.60	\$10,100.00
Total Admin Fund Expense	\$70,715.00	\$64,050.60	\$70,086.00
TOTAL ADMIN LEVY INCOME	\$70,715.00	\$70,086.00	\$70,086.00
TOTAL ADMIN BUDGET	\$70,715.00		\$70,086.00

Civium Strata
Approved Budget for Unit Title 15222
FLORENCE, 1 Sutherland Crescent TAYLOR

Prepared by Civium Strata (ABN 39 121 276 300)
 Locked Bag 8300 CANBERRA ACT 2601 Ph 1300 724 256 Fax

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Page 2

Sinking Fund

	Approved Budget (01/02/2025-31/01/2026)	Current Actual (01/02/2024-31/01/2025)	Current Budget (01/02/2024-31/01/2025)
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Income

Interest on Overdues	\$0.00	\$51.35	\$0.00
Levy Income	\$16,937.00	\$24,444.12	\$24,444.00

Total Sinking Fund Income

	\$16,937.00	\$24,495.47	\$24,444.00
--	-------------	-------------	-------------

Expense

Building Repairs & Maintenance	\$1,907.00	\$0.00	\$0.00
Capital Works Budget	\$0.00	\$0.00	\$1,851.00
Electrical Replacement/Upgrade	\$0.00	\$1,761.10	\$0.00
Painting Works	\$0.00	\$0.00	\$8,000.00
Plumbing & Drainage Works	\$650.00	\$0.00	\$0.00
Roofing Replacement/Upgrade	\$0.00	\$1,034.00	\$0.00

Total Sinking Fund Expense

	\$2,557.00	\$2,795.10	\$9,851.00
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TOTAL SINKING LEVY INCOME

	\$16,937.00	\$24,444.12	\$24,444.00
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TOTAL SINKING BUDGET

	\$16,937.00		\$24,444.00
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Civium Strata
Approved Budget for Unit Title 15222
FLORENCE, 1 Sutherland Crescent TAYLOR

Prepared by Civium Strata (ABN 39 121 276 300)
 Locked Bag 8300 CANBERRA ACT 2601 Ph 1300 724 256 Fax

Budget Summary (01/02/2025-31/01/2026)

	Approved	1st Instalment 01/09/2025	2nd Instalment 21/09/2025	3rd Instalment 01/11/2025	4th Instalment 01/01/2026	TOTAL (01/02/2025-31/01/2026)
Administrative Fund	\$70,715.00	\$17,521.50	\$17,731.21	\$17,731.21	\$17,731.21	\$70,715.13
Sinking Fund	\$16,937.00	\$6,111.03	\$3,608.69	\$3,608.69	\$3,608.69	\$16,937.10
Contribution Schedule Total	\$87,652.00	\$23,632.53	\$21,339.90	\$21,339.90	\$21,339.90	\$87,652.23
Amount to Collect	\$87,652.00	\$23,632.53	\$21,339.90	\$21,339.90	\$21,339.90	\$87,652.23

Civium Strata
Approved Budget for Unit Title 15222
FLORENCE, 1 Sutherland Crescent TAYLOR

Prepared by Civium Strata (ABN 39 121 276 300)
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Owner Summary (01/02/2025-31/01/2026) - Contribution Schedule

UOE	Lot(s)	1st Instalment 01/09/2025	2nd Instalment 21/09/2025	3rd Instalment 01/11/2025	4th Instalment 01/01/2026	TOTAL (01/02/2025-31/01/2026)
40	1, 9, 19, 20, 21, 22, 23, 24, 28	Admin Sinking Owner Total	\$700.86 \$244.44 \$945.30	\$709.25 \$144.35 \$853.60	\$709.25 \$144.35 \$853.60	\$2,828.61 \$677.49 \$3,506.10
36	2, 3, 4, 5, 6, 7, 8, 26	Admin Sinking Owner Total	\$630.77 \$220.00 \$850.77	\$638.32 \$129.91 \$768.23	\$638.32 \$129.91 \$768.23	\$2,545.73 \$609.73 \$3,155.46
35	10	Admin Sinking Owner Total	\$613.25 \$213.89 \$827.14	\$620.59 \$126.30 \$746.89	\$620.59 \$126.30 \$746.89	\$2,475.02 \$592.79 \$3,067.81
31	11, 12, 13, 14, 15, 16, 17, 18, 27	Admin Sinking Owner Total	\$543.17 \$189.44 \$732.61	\$549.67 \$111.87 \$661.54	\$549.67 \$111.87 \$661.54	\$2,192.18 \$525.05 \$2,717.23
38	25	Admin Sinking Owner Total	\$665.82 \$232.22 \$898.04	\$673.78 \$137.13 \$810.91	\$673.78 \$137.13 \$810.91	\$2,687.16 \$643.61 \$3,330.77

Civium Strata
Approved Budget for Unit Title 15222
FLORENCE, 1 Sutherland Crescent TAYLOR

Prepared by Civium Strata (ABN 39 121 276 300)
 Locked Bag 8300 CANBERRA ACT 2601 Ph 1300 724 256 Fax

Contribution Summary (01/02/2025-31/01/2026)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
1, 9, 19, 20, 21, 22, 23, 24, 28	Contribution Schedule	40	\$2,828.61	\$677.49	\$0.00
	Owner Total		\$2,828.61	\$677.49	\$3,506.10
2, 3, 4, 5, 6, 7, 8, 26	Contribution Schedule	36	\$2,545.73	\$609.73	\$0.00
	Owner Total		\$2,545.73	\$609.73	\$3,155.46
10	Contribution Schedule	35	\$2,475.02	\$592.79	\$0.00
	Owner Total		\$2,475.02	\$592.79	\$3,067.81
11, 12, 13, 14, 15, 16, 17, 18, 27	Contribution Schedule	31	\$2,192.18	\$525.05	\$0.00
	Owner Total		\$2,192.18	\$525.05	\$2,717.23
25	Contribution Schedule	38	\$2,687.16	\$643.61	\$0.00
	Owner Total		\$2,687.16	\$643.61	\$3,330.77
	Overall Total		\$70,715.13	\$16,937.10	\$87,652.23

Schedule	UOE
Contribution Schedule	1000

NOTICE OF EXECUTIVE COMMITTEE MEETING

Dear Newly Elected Committee Members,

Notice is hereby given of an Executive Committee Meeting, details of which are:

Date: 04th March 2026 @ 3.35pm

AGENDA:

1. APPOINTMENT OF OFFICE BEARERS -

- a. Chairperson – Nicole Robb
- b. Secretary – Sam Murphy
- c. Treasurer – Sam Murphy

Meeting Closed @ 4.40pm

Next meeting date: TBA

Energy Efficiency Report



FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★★☆☆☆☆ **6 STARS**
in Climate: 24 **SCORE: 25 POINTS**

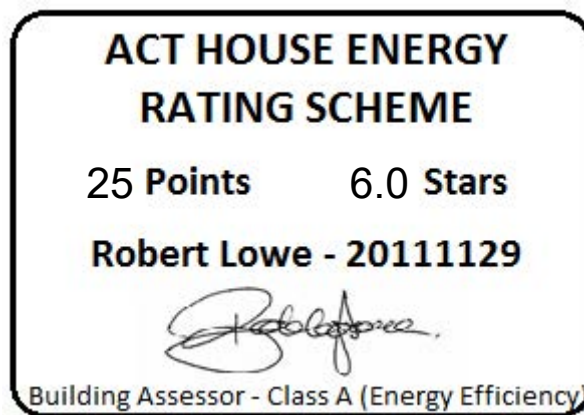
Name: Zhang & Li

Ref No: 70427

House Title: Unit 21 Block 1 Section 36 TAYLOR

Date: 12-06-2026


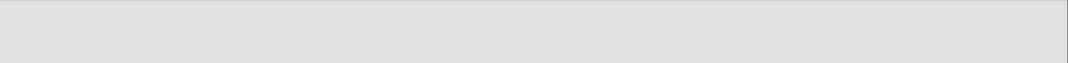
Address: 21/20 Pumpurs Crescent, Taylor ACT 2913



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	25											
Potential	30											

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

Design options	Additional points
Change curtain to	Heavy Drapes & Pelmets 5

ORIENTATION

Orientation is one of the key factors which influences energy efficiency. This dwelling will achieve different scores and star ratings for different orientations.

Current Rating	25	★★★★★★
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Largest windows in the dwelling;

Direction : NNW

Area : 12 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. North West	24	★★★★★★
2. North	25	★★★★★★
3. North East	25	★★★★★★
4. East	23	★★★★★★
5. South East	24	★★★★★★
6. South	27	★★★★★★
7. South West	27	★★★★★★
8. West	24	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 21 Block 1 Section 36 TAYLOR, 21/20 Pumpurs Crescent, Taylor ACT 2913

Assessor's Name:

Net Conditioned Floor Area: 107.5 m²

Feature		Points				
		Winter	Summer	Total		
CEILING		12	0	12		
Surface Area:	5	Insulation:	8			
WALL		6	-2	4		
Surface Area:	1	Insulation:	6	Mass: -3		
FLOOR		0	-1	-1		
Surface Area:	4	Insulation:	-2	Mass: -2		
AIR LEAKAGE (Percentage of score shown for each element)		6	0	6		
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	45 %			
Exhaust Fans	22 %	Doors	16 %			
Down Lights	0 %	Gaps (around frames)	17 %			
DESIGN FEATURES		0	1	1		
Cross Ventilation	1					
ROOF GLAZING		0	0	0		
Winter Gain	0	Winter Loss	0			
WINDOWS		-3	-7	-10		
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
SSE	6	6%	-6	4	-2	-5
NNW	12	11%	-12	11	-4	-5
Total	18	16%	-18	15	-7	-10

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

The contribution of heavyweight materials to the window score is 0 points

		Winter	Summer	Total
RATING	★ ★ ★ ★ ★ ★	21	-9	25*

* includes 13 points from Area Adjustment

Detailed House Data

House Details

ClientName Zhang & Li
HouseTitle Unit 21 Block 1 Section 36 TAYLOR
StreetAddress 21/20 Pumpurs Crescent, Taylor ACT 2913
FileCreated 12-06-2026

Climate Details

State
Town Canberra
Postcode 2600
Zone 24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Concrete Slab on ground	No Subfloor	No	No	No	Vinyl	R0.0	3.0m ²
2	Timber	Enclosed	No	No	No	Float Timb	R0.5	12.6m ²
3	Timber	Enclosed	No	No	No	Tiles	R0.5	6.8m ²
4	Timber	Open	No	No	No	Float Timb	R0.0	30.6m ²
5	Timber	Open	No	No	No	Carp	R0.0	6.5m ²
6	Timber	NA	Yes	No	No	Carp	R0.0	42.7m ²
7	Timber	NA	Yes	No	No	Tiles	R0.0	8.8m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R2.0	1.2m	2.6m
2	Framed: FC Sheet Clad	No	R2.0	1.2m	2.6m
3	Framed: FC Sheet Clad	Yes	R2.0	5.4m	2.6m
4	Weatherboard	No	R2.5	5.9m	2.6m
5	Framed: FC Sheet Clad	No	R2.0	8.3m	2.5m
6	Framed: FC Sheet Clad	Yes	R2.0	20.0m	2.5m
7	Framed: FC Sheet Clad	No	R2.0	11.6m	2.5m
8	Framed: FC Sheet Clad	Yes	R0.0	24.3m	2.5m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Low Ventilation	No	Yes	R5.0	58.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	SSE	1.2m	1.5m	No	DG2	ALIMPR	HB	No	0.0m	0.0m	0.0m
2	SSE	1.2m	0.6m	Yes	DGT2	ALIMPR	NC	No	0.0m	0.0m	0.0m
3	NNW	2.1m	3.6m	No	DG2	ALIMPR	HD	No	2.6m	2.6m	0.4m
4	SSE	1.2m	2.4m	No	DG2	ALIMPR	CW	No	0.0m	0.0m	0.0m
5	SSE	1.2m	0.6m	No	DGT2	ALIMPR	NC	No	0.0m	0.0m	0.0m
6	NNW	1.2m	1.8m	No	DG2	ALIMPR	HD	No	0.0m	0.0m	0.0m
7	NNW	1.2m	1.5m	No	DG2	ALIMPR	HD	No	0.0m	0.0m	0.0m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
3	NNW	2.1m	3.6m	0.0m	0.0m	0.0m	0.0m	2.6m	0.4m	2.6m	0.4m
7	NNW	1.2m	1.5m	0.0m	0.0m	0.0m	0.0m	3.0m	1.8m	3.0m	0.0m

Zoning Details

Is there Cross Flow Ventilation ? Good

Air Leakage Details

Location Suburban
Is there More than One Storey ? Yes
Is the Stairwell Separated by Doors ? No
Is the Entry open to the Living Area ? Yes
Is the Entry Door Weather Stripped ? Yes
Area of Heavyweight Mass 0m²
Area of Lightweight Mass 0m²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	2	0
Downlights	0	0
Skylights	0	0
Utility Doors	2	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

Jiatong Zhang & Zitao Li
21/20 Pumpurs Cres
TAYLOR ACT 2913
AUSTRALIA

Invoice Date
2 Jun 2026

Invoice Number
INV-70427

Reference
21/20 Pumpurs Cres, Taylor
ACT 2913, 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: 19 Jun 2026

Payment Terms: 7 Day Account

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

Direct Deposit

BSB: 012084

Account Number: 194679655

Account Name: ACT Property Inspections Pty Ltd

Please reference your name and invoice number

Cheques - please make payable to ACT Property Inspections Pty Ltd

[View and pay online now](#)



**ACT
PROPERTY
INSPECTIONS**

RECEIPT

Jiatong Zhang & Zitao Li
21/20 Pumpurs Cres
TAYLOR ACT 2913
AUSTRALIA

Payment Date
3 Jun 2026

Sent Date
4 Jun 2026

ABN:
33 600 397 466

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Total AUD paid	425.00
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Invoice Date	Reference	Payment Reference	Invoice Total	Amount Paid	Still Owing
2 Jun 2026	INV-70427	Payment	425.00	425.00	0.00
			Total AUD	425.00	0.00



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	21	Block	1	Section	36	Suburb	TAYLOR
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Leased by the Australian Capital Territory on behalf of the Commonwealth under the Land (Planning and Environment) Act 1991, Planning & Development Act 2007 and Planning Act 2023.

- | | No | Yes |
|--|-----------|------------------|
| 1. Have any notices been issued relating to the Crown Lease? | (X) | () |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease? | (X) | () |
| 3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="checkbox"/> | () | (X) |
| Certificate Number: 83294 | | Dated: 07-OCT-21 |
| 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 : Ng, Mun
 E-mail Address : mawsonlegal@hotmail.com
 Client Reference :

Date: 15-JUN-26 11:52:24



STATUTORY PLANNING
 DEVELOPMENT SOLUTIONS BRANCH
 480 Northbourne Avenue
 DICKSON ACT 2601

15-JUN-2026 11:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

TAYLOR Section 36/Block 1/Unit 21

Building Class: A

Area(m2): 4,269.0
Unimproved Value: \$3,290,000 **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.

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA201833689 **Lodged** 23-APR-18 **Type** See Subclass

-- Application Details -----

Description

PROPOSAL FOR MULTI UNIT DEVELOPMENT - Construction of 28 new two and three storey dwellings, attached garages, landscaping and associated works.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Gungahlin	Taylor	36	1-1	

-- Involved Parties -----

Role	Name
Lessee	Everest Development Pty Ltd
Applicant	Ozta Architects P/L

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

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

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



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Page 2 of 2

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

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 -----

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.

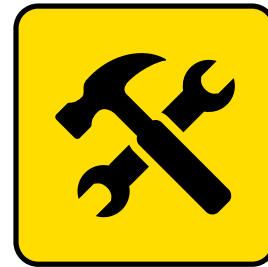
Asbestos materials become dangerous when:



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.



MR ZITAO LI
4 SIEVERS VIEW
TAYLOR ACT 2913

Our reference: 7170966431762

Phone: **13 28 66**

12 June 2026

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello ZITAO,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411210398981
Vendor name	ZITAO LI
Clearance Certificate Period	12 June 2026 to 15 June 2027

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,

Ben Kelly

Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00 am and 5:00 pm Australian Eastern Standard time, Monday to Friday.



MISS JIATONG B ZHANG
4 SIEVERS VIEW
TAYLOR ACT 2913

Our reference: 7170966406894

Phone: **13 28 66**

12 June 2026

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello JIATONG,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411210398241
Vendor name	JIATONG BETTY ZHANG
Clearance Certificate Period	12 June 2026 to 15 June 2027

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,

Ben Kelly

Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

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