

### Schedule

|  |  |   |  |  |               |   |
|--|--|---|--|--|---------------|---|
| <b>Land</b>                                | The unexpired term of the Lease                      | Unit<br>25  | UP No.<br>15685  | Block<br>3                             | Section<br>64 | Division/District<br>Wright   |
|  | and known as 25/16 Alex Colley Crescent Wright       |   |  |  |               |   |
| <b>Seller</b>                              | Full name  | GOLDEN HORIZON PROPERTY PTY LTD   |  |  |               |   |
|  | ACN/ABN  | 665 276 040   |  |  |               |   |
|  | Address  | 3/31 Thesiger Court, DEAKIN ACT 2600  |  |  |               |   |
| <b>Seller Solicitor</b>                    | Firm   | Clayton Utz   |  |  |               |   |
|  | Email  | conveyancing@claytonutz.com   |  |  |               |   |
|  | Phone  | 02 6279 4036  | Ref Alfonso del Rio/Carol Axiotis                                  |  |               |   |
|  | DX/Address   | GPO Box 9806, CANBERRA ACT 2601   |  |  |               |   |
| <b>Stakeholder</b>                         | Name   | Hive Property (ACT) Pty Ltd   |  |  |               |   |
| <b>Seller Agent</b>                        | Firm   | Hive Property (ACT) Pty Ltd   |  |  |               |   |
|  | Email  | matt@hiveproperty.co  |  |  |               |   |
|  | Phone  | 0439 969 463  | Ref Matt Shipard   |  |               |   |
|  | DX/Address   | Level 1, 4 Campion Street, DEAKIN ACT 2600  |  |  |               |   |
| <b>Restriction on Transfer</b>             | Mark as applicable                                   | <input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 370 <input type="checkbox"/> section 280 <input type="checkbox"/> section 306 <input type="checkbox"/> section 351 |  |  |               |   |
| <b>Land Rent</b>                           | Mark one   | <input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease  |  |  |               |   |
| <b>Occupancy</b>                           | Mark one   | <input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy   |  |  |               |   |
| <b>Breach of covenant or unit articles</b> | Description (Insert other breaches)                  | As disclosed in the Required Documents and  |  |  |               |   |
| <b>Goods</b>                               | Description  | Fixed floor coverings, light fittings, as inspected   |  |  |               |   |
| <b>Date for Registration of Units Plan</b> | Not Applicable                                       |   |  |  |               |   |
| <b>Date for Completion</b>                 | Within 28 days of the date of the Contract           |   |  |  |               |   |
| <b>Electronic Transaction?</b>             | <input type="checkbox"/> No                          |   | <input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA |  |               |   |
| <b>Land Tax to be adjusted?</b>            | <input type="checkbox"/> No                          |   | <input checked="" type="checkbox"/> Yes                            |  |               |   |
| <b>Residential Withholding Tax</b>         | New residential premises?                            |   |  | <input checked="" type="checkbox"/> No |               | <input type="checkbox"/> Yes  |
|  | Potential residential land?                          |   |  | <input checked="" type="checkbox"/> No |               | <input type="checkbox"/> Yes  |
|  | Buyer required to make a withholding payment?        |   |  | <input checked="" type="checkbox"/> No |               | <input type="checkbox"/> Yes <small>(insert details on p.3)</small> |
| <b>Foreign Resident Withholding Tax</b>    | Relevant Price more than \$750,000.00?               |   |  | <input type="checkbox"/> No            |               | <input type="checkbox"/> Yes  |
|  | Clearance Certificates attached for all the Sellers? |   |  | <input checked="" type="checkbox"/> No |               | <input type="checkbox"/> Yes  |

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

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

|                     |                        |  |   |
|---------------------|------------------------|--|---|
| <b>Co-Ownership</b> | Mark one (show shares) | <input type="checkbox"/> Joint tenants | <input type="checkbox"/> Tenants in common in the following shares: |
|---------------------|------------------------|--|---|

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

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

## Seller Disclosure Documents

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

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

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

- Proposed plan
- Inclusions list

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

- Inclusions list
- Disclosure Statement

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

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

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

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

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

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

### GST

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

### Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

### Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

### Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

|   |                                 |
|---|---------------------------------|
| Interest rate if the defaulting party is the Seller   | % 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 | <b>\$550.00</b> (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    | ACT Strata Management Services<br>admin@actstrata.com.au | Phone | 02 5131 2600 |
| Address | PO Box 3208, WESTON ACT 2611                             |       |              |

## RW Amount

(residential withholding payment) — further details

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

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

## Cooling Off Period

(for residential property only)

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

## Warnings

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

## Disputes

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

## Exchange of Contract

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

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

### 1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

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

**Breach of Covenant** means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Covenant** includes a restrictive covenant;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Property Act** means *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 25 UP No. 15685  
Block 3 Section 64 Wright  
25/16 Alex Colley Crescent Wright

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

**LAND**

Wright Section 64 Block 3 on Deposited Plan 11637 with 40 units on Unit Plan 15685

Unit 25 (Class A) entitlement 16 of 1000, 4 subsidiaries

Lease commenced on 19/12/2022, terminating on 14/05/2118

**Proprietor**

GOLDEN HORIZON PROPERTY PTY LTD

13 RIGBY STREET, DENMAN PROSPECT ACT 2611

**REGISTERED ENCUMBRANCES AND INTERESTS**

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

**Restrictions**

Purpose Clause: Refer Units Plan

| Registered Date | Dealing Number | Description  |
|-----------------|----------------|--|
| 05/04/2023      | 3234432        | Mortgage to Westpac Banking Corporation (ACN: 007 457 141) |

***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 |
|------------------|-------------------------|----------------|----------------------------------|----------------------|-------------|
| 201935325        | Development Application | 26/03/2019     | MERIT TRACK - MAJOR NOTIFICATION | APPROVAL CONDITIONAL | 15/04/2020  |

**Description**

PROPOSAL FOR MULTI UNIT DEVELOPMENT - the construction of 5 new residential buildings, comprising of 40 dwellings ranging from 3 to 4 stories, waste enclosure, driveways, parking, courtyard walls, landscaping, and associated works.

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

**LAND**

Wright Section 64 Block 3 on Deposited Plan 11637 with 40 units on Unit Plan 15685

Lease commenced on 19/12/2022, terminating on 14/05/2118

**COMMON PROPERTY**

**Proprietor**

The Owners - Units Plan No 15,685

ACT Strata Management Services, 43/2 King Street Deakin 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**

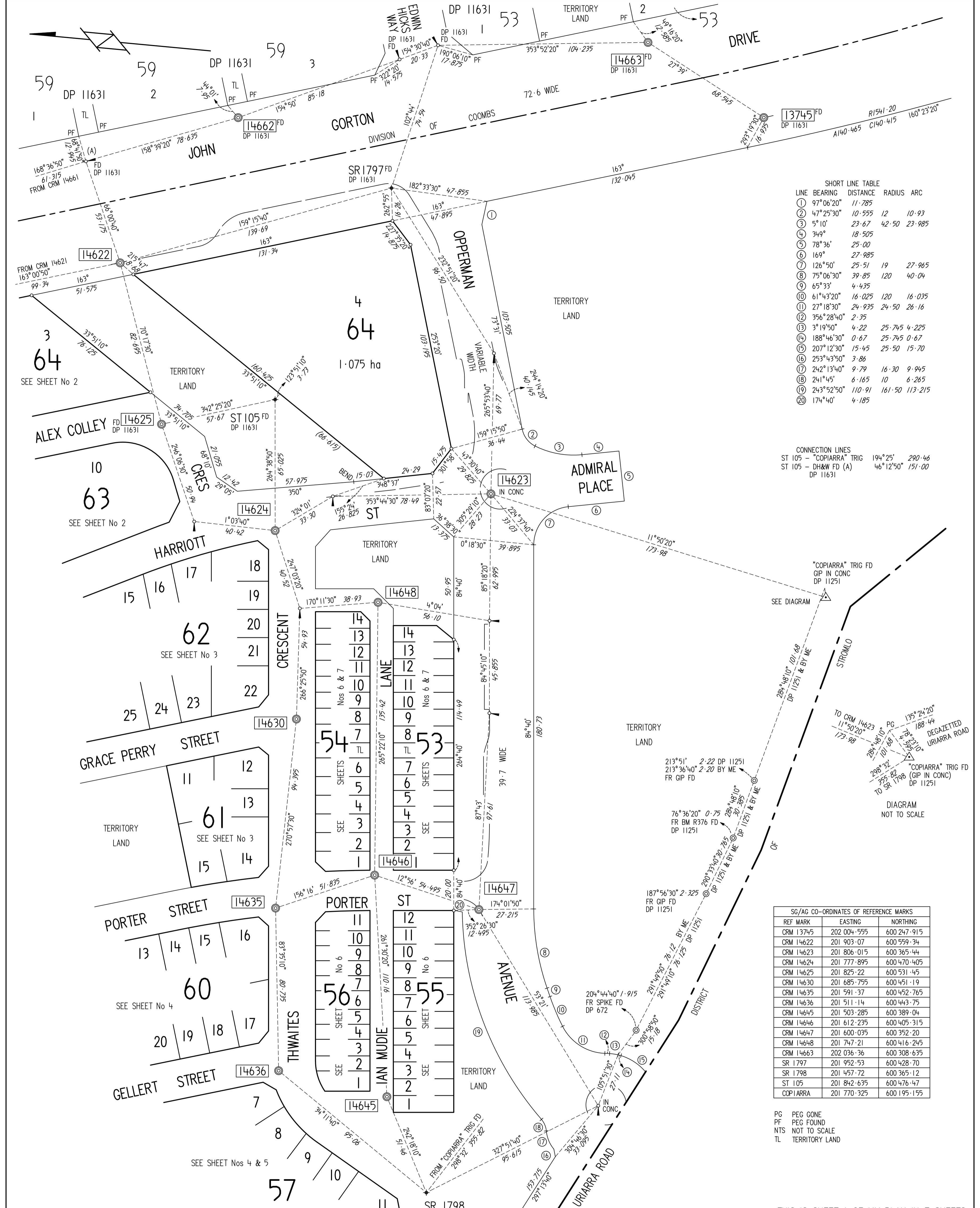
Administrative interests information is **not** guaranteed by the Registrar-General, and the Registrar-General nor an authorised entity incurs liability for any omission, misstatement or inaccuracy in the information.

**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.

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| 201935325        | Development Application | 26/03/2019     | MERIT TRACK - MAJOR NOTIFICATION | APPROVAL CONDITIONAL | 15/04/2020  |

**Description**

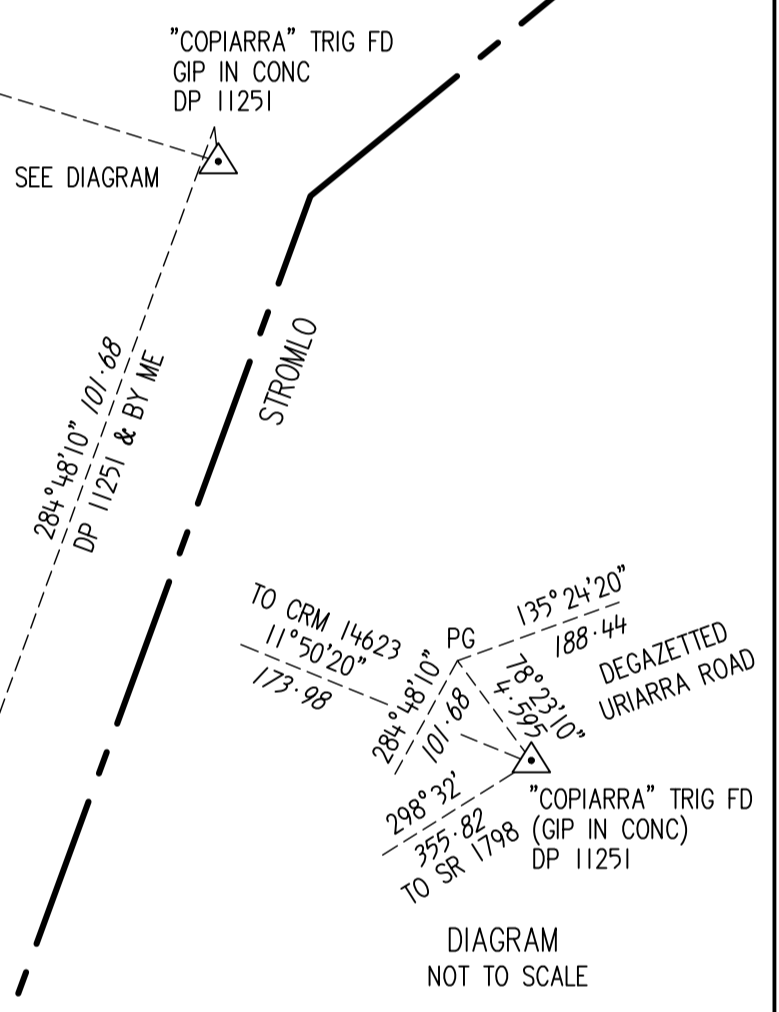
PROPOSAL FOR MULTI UNIT DEVELOPMENT - the construction of 5 new residential buildings, comprising of 40 dwellings ranging from 3 to 4 stories, waste enclosure, driveways, parking, courtyard walls, landscaping, and associated works.



SHORT LINE TABLE

| LINE | BEARING    | DISTANCE | RADIUS | ARC     |
|------|------------|----------|--------|---------|
| 1    | 97°06'20"  | 11.785   |        |         |
| 2    | 47°25'30"  | 10.555   | 12     | 10.93   |
| 3    | 5°10'      | 23.67    | 42.50  | 23.985  |
| 4    | 349°       | 18.505   |        |         |
| 5    | 78°36'     | 25.00    |        |         |
| 6    | 169°       | 27.985   |        |         |
| 7    | 126°50'    | 25.51    | 19     | 27.965  |
| 8    | 75°06'30"  | 39.85    | 120    | 40.04   |
| 9    | 65°33'     | 4.435    |        |         |
| 10   | 61°43'20"  | 16.025   | 120    | 16.035  |
| 11   | 27°18'30"  | 24.935   | 24.50  | 26.16   |
| 12   | 356°28'40" | 2.35     |        |         |
| 13   | 3°19'50"   | 4.22     | 25.745 | 4.225   |
| 14   | 188°46'30" | 0.67     | 25.745 | 0.67    |
| 15   | 207°12'30" | 15.45    | 25.50  | 15.70   |
| 16   | 253°43'50" | 3.86     |        |         |
| 17   | 242°13'40" | 9.79     | 16.30  | 9.945   |
| 18   | 241°45'    | 6.165    | 10     | 6.265   |
| 19   | 243°52'50" | 110.91   | 161.50 | 113.215 |
| 20   | 174°40'    | 4.185    |        |         |

CONNECTION LINES  
 ST 105 - "COPIARRA" TRIG 194°25' 290.46  
 ST 105 - DH&W FD (A) 46°12'50" 151.00  
 DP 11631



SG/AG CO-ORDINATES OF REFERENCE MARKS

| REF MARK  | EASTING     | NORTHING    |
|-----------|-------------|-------------|
| CRM 13745 | 202 004.555 | 600 247.915 |
| CRM 14622 | 201 903.07  | 600 559.34  |
| CRM 14623 | 201 806.015 | 600 365.44  |
| CRM 14624 | 201 777.895 | 600 470.405 |
| CRM 14625 | 201 825.222 | 600 531.45  |
| CRM 14630 | 201 685.755 | 600 451.19  |
| CRM 14635 | 201 591.17  | 600 452.765 |
| CRM 14636 | 201 511.14  | 600 443.75  |
| CRM 14645 | 201 503.285 | 600 389.04  |
| CRM 14646 | 201 612.235 | 600 405.315 |
| CRM 14647 | 201 600.035 | 600 352.20  |
| CRM 14648 | 201 747.21  | 600 416.245 |
| CRM 14663 | 202 036.56  | 600 308.635 |
| SR 1797   | 201 952.53  | 600 428.70  |
| SR 1798   | 201 457.72  | 600 365.12  |
| ST 105    | 201 842.635 | 600 476.47  |
| COPIARRA  | 201 770.325 | 600 195.155 |

PG PEG GONE  
 PF PEG FOUND  
 NTS NOT TO SCALE  
 TL TERRITORY LAND

THIS IS SHEET 1 OF MY PLAN IN 7 SHEETS

**REFERENCE MARKS**

- ⊙ Denotes GIP in road + 83 radially from T.P.
- ⊙ C.B. + 83 T.P.
- ⊙ - PLAQUE IN KERB
- ⊙ - DEEP DRIVEN ROD
- ⊙ - DH&W IN KERB
- (Except as otherwise shown)

**NOTE:**

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

Azimuth: A-B (Strom)  
 (SEE SHEET 5)

Field Books:

SURVEYOR'S REFERENCE: 17208-02

MAIL McDONALD BARNESLEY Pty Ltd  
 PO BOX 54 JAMISON ACT 2614  
 I, PETER WILLIAM MAYBERRY of PO BOX 54 JAMISON ACT 2614 a surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on 18 MARCH 2019

(Signature)

Surveyor, Registered under the Surveyors Act 2007 18 MARCH 2019

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

18 March 2019

Surveyor-General of the ACT

**PLAN OF**

**BLOCKS 1-14 SECTION 53, BLKS 1-14 SEC 54, BLKS 1-12 SEC 55, BLKS 1-11 SEC 56, BLKS 1-13 SEC 57, BLKS 1-19 SEC 58, BLKS 1-25 SEC 59, BLKS 1-29 SEC 60, BLKS 1-23 SEC 61, BLKS 1-36 SEC 62, BLKS 1-17 SEC 63 & BLKS 1-4 SEC 64**

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

SCALE 1:1000

0 10 20 40 60 80 METRES

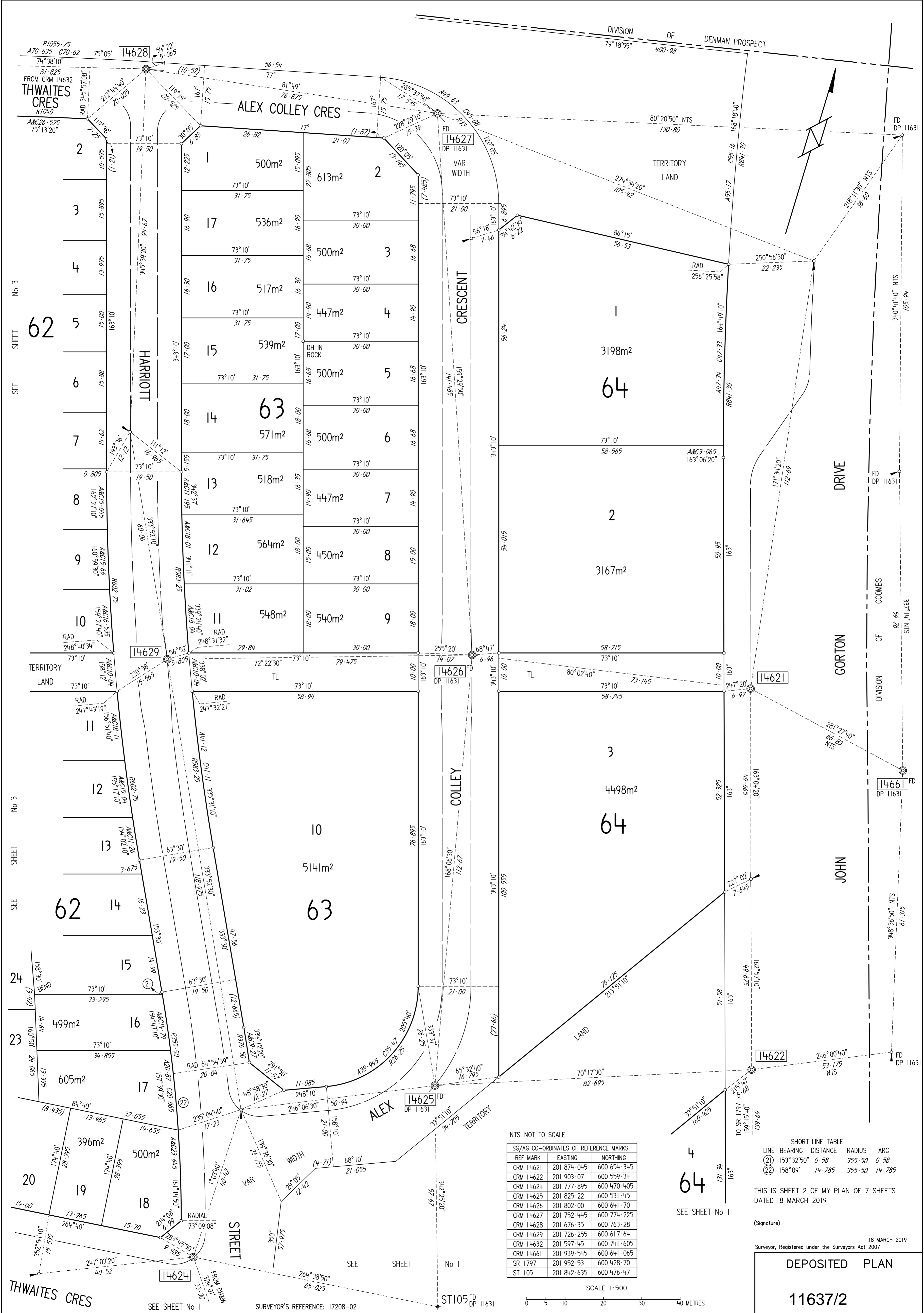
Deposited in the office of the Registrar of Titles at Canberra  
 In the Australian Capital Territory at  
 9:30 am, 26/03/2019

Approved  
 Dave Peffer  
 Registrar-General

Registrar of Titles

**DEPOSITED PLAN**

**11637/1**



SEE SHEET No 3

SEE SHEET No 3

SEE SHEET No 3

SEE SHEET No 1

SEE SHEET No 1

62

62

62

62

62

HARRIOTT

CRESCENT

COLLEY

DRIVE

GORTON

JOHN

ALEX COLLEY CRES

THWAITES CRES

THWAITES CRES

NTS NOT TO SCALE

| REF MARK  | EASTING     | NORTHING    |
|-----------|-------------|-------------|
| CRM 14621 | 201 874.045 | 600 654.345 |
| CRM 14622 | 201 903.07  | 600 559.34  |
| CRM 14624 | 201 777.895 | 600 470.405 |
| CRM 14625 | 201 825.22  | 600 531.45  |
| CRM 14626 | 201 802.00  | 600 641.70  |
| CRM 14627 | 201 752.445 | 600 774.225 |
| CRM 14628 | 201 676.35  | 600 763.28  |
| CRM 14629 | 201 726.255 | 600 617.64  |
| CRM 14632 | 201 597.45  | 600 741.605 |
| CRM 14661 | 201 939.545 | 600 641.065 |
| SR 1797   | 201 952.53  | 600 428.70  |
| ST 105    | 201 842.635 | 600 476.47  |

SHORT LINE TABLE

| LINE | BEARING    | DISTANCE | RADIUS | ARC    |
|------|------------|----------|--------|--------|
| (1)  | 153°32'50" | 0.58     | 355.50 | 0.58   |
| (2)  | 158°09'    | 14.785   | 355.50 | 14.785 |

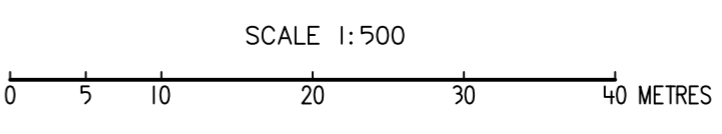
THIS IS SHEET 2 OF MY PLAN OF 7 SHEETS DATED 18 MARCH 2019

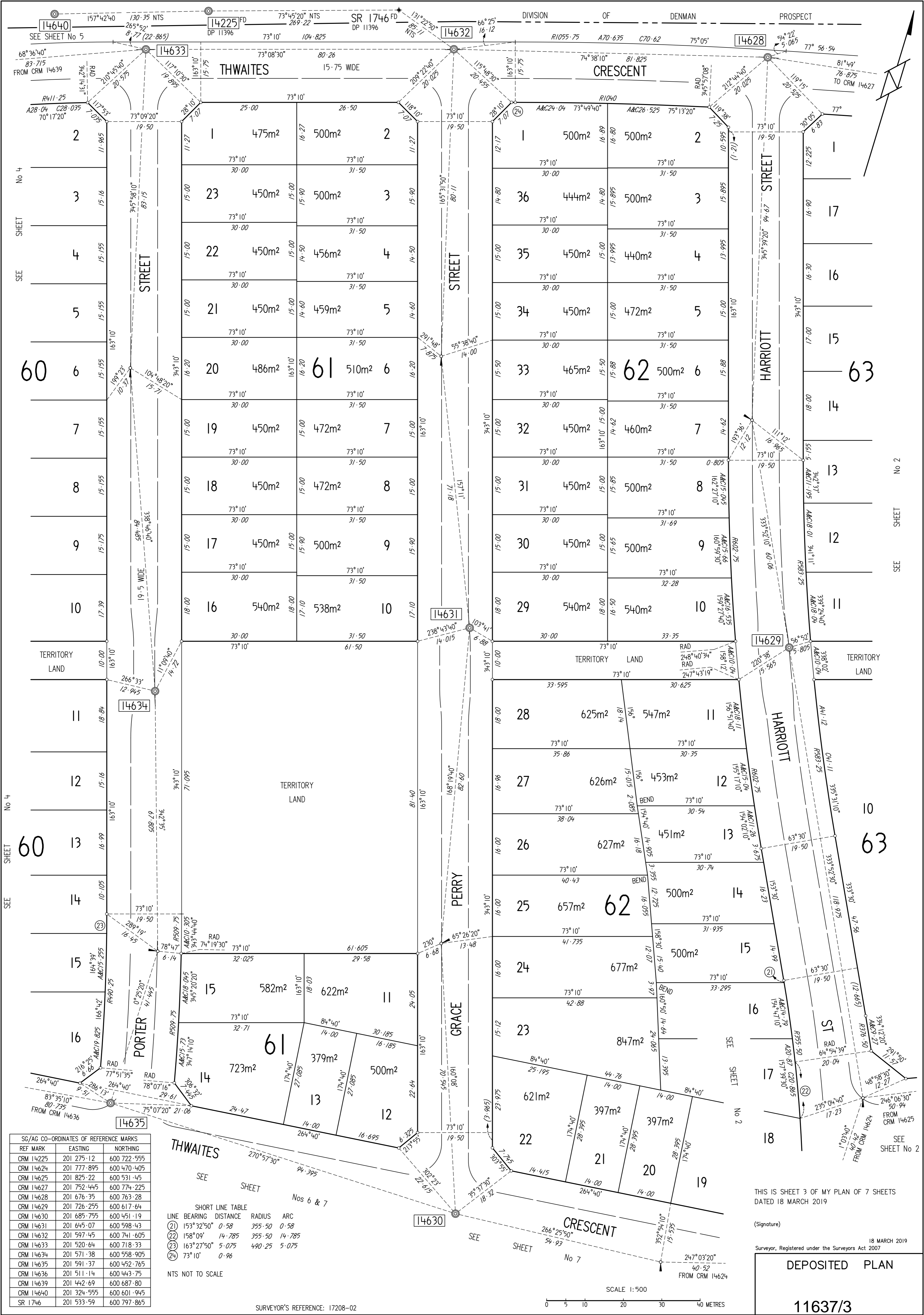
(Signature)

18 MARCH 2019  
Surveyor, Registered under the Surveyors Act 2007

DEPOSITED PLAN

11637/2





| REF MARK  | EASTING     | NORTHING    |
|-----------|-------------|-------------|
| CRM 14225 | 201 275.12  | 600 722.555 |
| CRM 14624 | 201 777.895 | 600 470.405 |
| CRM 14625 | 201 825.22  | 600 531.45  |
| CRM 14627 | 201 752.445 | 600 774.225 |
| CRM 14628 | 201 676.35  | 600 763.28  |
| CRM 14629 | 201 726.255 | 600 617.64  |
| CRM 14630 | 201 685.755 | 600 451.19  |
| CRM 14631 | 201 645.07  | 600 598.43  |
| CRM 14632 | 201 597.45  | 600 741.605 |
| CRM 14633 | 201 520.64  | 600 718.33  |
| CRM 14634 | 201 571.38  | 600 558.905 |
| CRM 14635 | 201 591.37  | 600 452.765 |
| CRM 14636 | 201 511.14  | 600 443.75  |
| CRM 14639 | 201 442.69  | 600 687.80  |
| CRM 14640 | 201 324.555 | 600 601.945 |
| SR 1746   | 201 533.59  | 600 797.865 |

| LINE | BEARING    | DISTANCE | RADIUS | ARC    |
|------|------------|----------|--------|--------|
| (21) | 153°32'50" | 0.58     | 355.50 | 0.58   |
| (22) | 158°09'    | 14.785   | 355.50 | 14.785 |
| (23) | 163°27'50" | 5.075    | 490.25 | 5.075  |
| (24) | 73°10'     | 0.96     |        |        |

NTS NOT TO SCALE

SURVEYOR'S REFERENCE: 17208-02

THIS IS SHEET 3 OF MY PLAN OF 7 SHEETS DATED 18 MARCH 2019

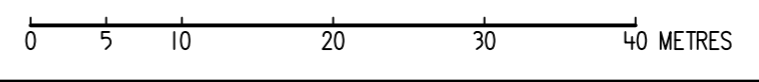
(Signature)

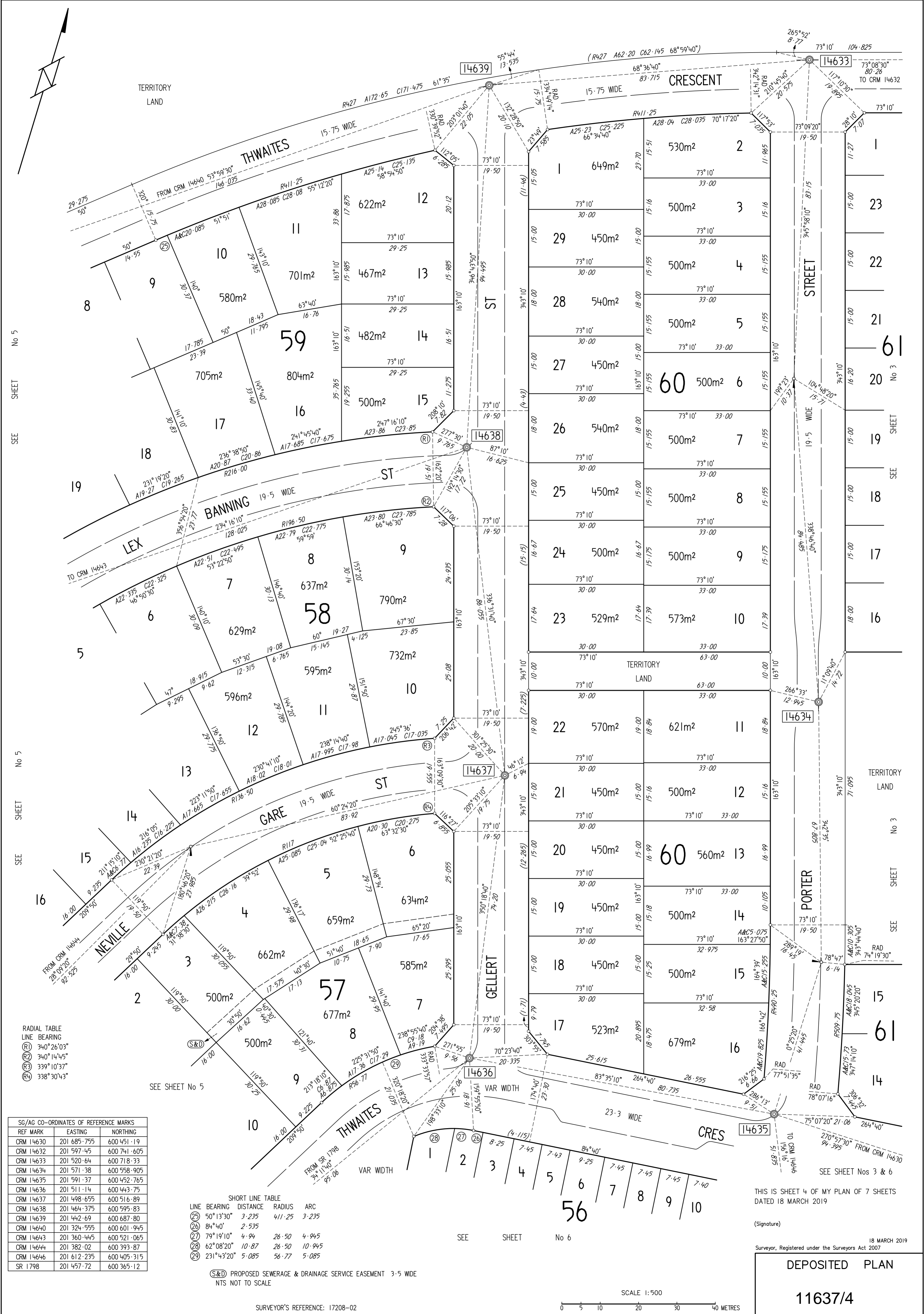
18 MARCH 2019  
Surveyor, Registered under the Surveyors Act 2007

DEPOSITED PLAN

11637/3

SCALE 1:500





SEE SHEET No 5

SEE SHEET No 5

RADIAL TABLE  
LINE BEARING

|    |            |
|----|------------|
| Ⓡ1 | 340°26'03" |
| Ⓡ2 | 340°14'45" |
| Ⓡ3 | 339°10'37" |
| Ⓡ4 | 338°30'43" |

SEE SHEET No 5

SG/AG CO-ORDINATES OF REFERENCE MARKS

| REF MARK  | EASTING     | NORTHING    |
|-----------|-------------|-------------|
| CRM 14630 | 201 685.755 | 600 451.19  |
| CRM 14632 | 201 597.45  | 600 741.605 |
| CRM 14633 | 201 520.64  | 600 718.33  |
| CRM 14634 | 201 571.38  | 600 558.905 |
| CRM 14635 | 201 591.37  | 600 452.765 |
| CRM 14636 | 201 511.14  | 600 443.75  |
| CRM 14637 | 201 498.655 | 600 516.89  |
| CRM 14638 | 201 464.375 | 600 595.83  |
| CRM 14639 | 201 442.69  | 600 687.80  |
| CRM 14640 | 201 324.555 | 600 601.945 |
| CRM 14643 | 201 360.445 | 600 521.065 |
| CRM 14644 | 201 382.02  | 600 393.87  |
| CRM 14646 | 201 612.235 | 600 405.315 |
| SR 1798   | 201 457.72  | 600 365.12  |

SHORT LINE TABLE

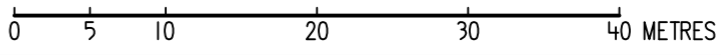
| LINE BEARING | DISTANCE   | RADIUS | ARC     |
|--------------|------------|--------|---------|
| Ⓣ5           | 50°13'30"  | 3.235  | 411.25  |
| Ⓣ6           | 84°40'     | 2.535  | 600.601 |
| Ⓣ7           | 79°19'10"  | 4.94   | 26.50   |
| Ⓣ8           | 62°08'20"  | 10.87  | 26.50   |
| Ⓣ9           | 231°43'20" | 5.085  | 56.77   |

Ⓢ&Ⓣ PROPOSED SEWERAGE & DRAINAGE SERVICE EASEMENT 3.5 WIDE  
NTS NOT TO SCALE

SURVEYOR'S REFERENCE: 17208-02

SEE SHEET No 6

SCALE 1:500

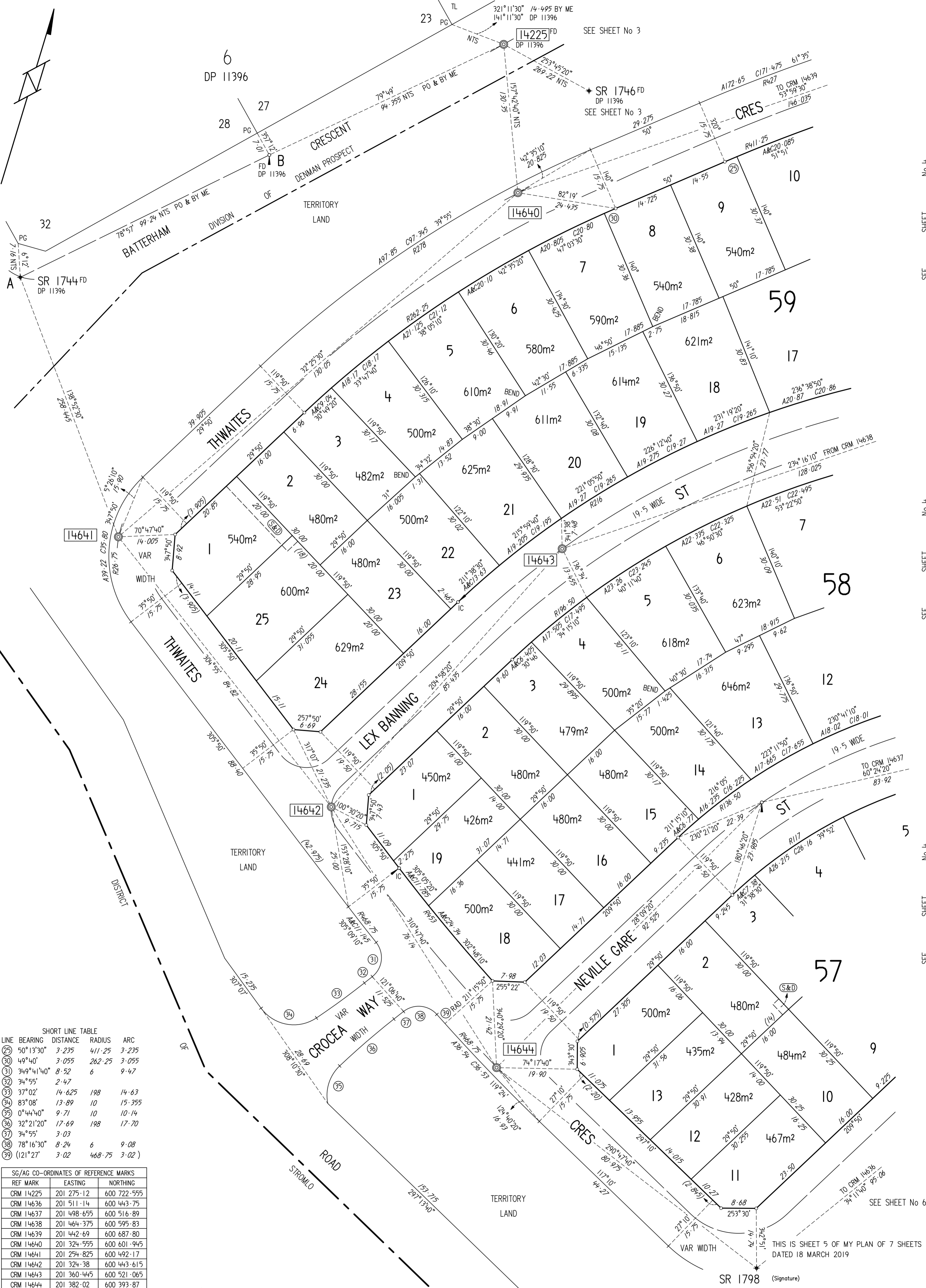


THIS IS SHEET 4 OF MY PLAN OF 7 SHEETS DATED 18 MARCH 2019

(Signature)  
18 MARCH 2019  
Surveyor, Registered under the Surveyors Act 2007

DEPOSITED PLAN

11637/4



SHORT LINE TABLE

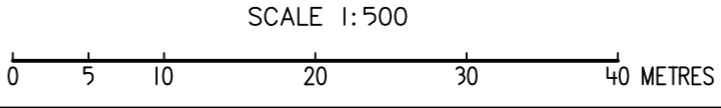
| LINE | BEARING   | DISTANCE | RADIUS | ARC    |
|------|-----------|----------|--------|--------|
| 25   | 50°13'30" | 3.235    | 411.25 | 3.235  |
| 30   | 49°44'    | 3.055    | 262.25 | 3.055  |
| 31   | 34°41'40" | 8.52     | 6      | 9.47   |
| 32   | 34°55'    | 2.47     |        |        |
| 33   | 37°02'    | 14.625   | 198    | 14.63  |
| 34   | 83°08'    | 13.89    | 10     | 15.355 |
| 35   | 0°44'40"  | 9.71     | 10     | 10.14  |
| 36   | 32°21'20" | 17.69    | 198    | 17.70  |
| 37   | 34°55'    | 3.03     |        |        |
| 38   | 78°16'30" | 8.24     | 6      | 9.08   |
| 39   | 121°27'   | 3.02     | 468.75 | 3.02   |

SG/AG CO-ORDINATES OF REFERENCE MARKS

| REF MARK  | EASTING     | NORTHING    |
|-----------|-------------|-------------|
| CRM 14225 | 201 275.12  | 600 722.555 |
| CRM 14636 | 201 511.14  | 600 443.75  |
| CRM 14637 | 201 498.655 | 600 516.89  |
| CRM 14638 | 201 464.375 | 600 595.83  |
| CRM 14639 | 201 442.69  | 600 687.80  |
| CRM 14640 | 201 324.555 | 600 601.945 |
| CRM 14641 | 201 254.825 | 600 492.17  |
| CRM 14642 | 201 324.38  | 600 443.615 |
| CRM 14643 | 201 360.445 | 600 521.065 |
| CRM 14644 | 201 382.02  | 600 393.87  |
| SR 1744   | 201 084.85  | 600 686.85  |
| SR 1798   | 201 457.72  | 600 365.12  |

- IC DH&W IN CONC
- NTS NOT TO SCALE
- PG PEG GONE
- SRM 803 GONE
- (S&D) PROPOSED SEWERAGE & DRAINAGE SERVICE EASEMENT 3.5 WIDE

SURVEYOR'S REFERENCE: 17208-02



18 MARCH 2019  
 Surveyor, Registered under the Surveyors Act 2007

DEPOSITED PLAN  
 11637/5

SEE SHEET No 4  
SEE SHEET No 4  
SEE SHEET No 4  
SEE SHEET No 4  
SEE SHEET No 4

THIS IS SHEET 5 OF MY PLAN OF 7 SHEETS DATED 18 MARCH 2019

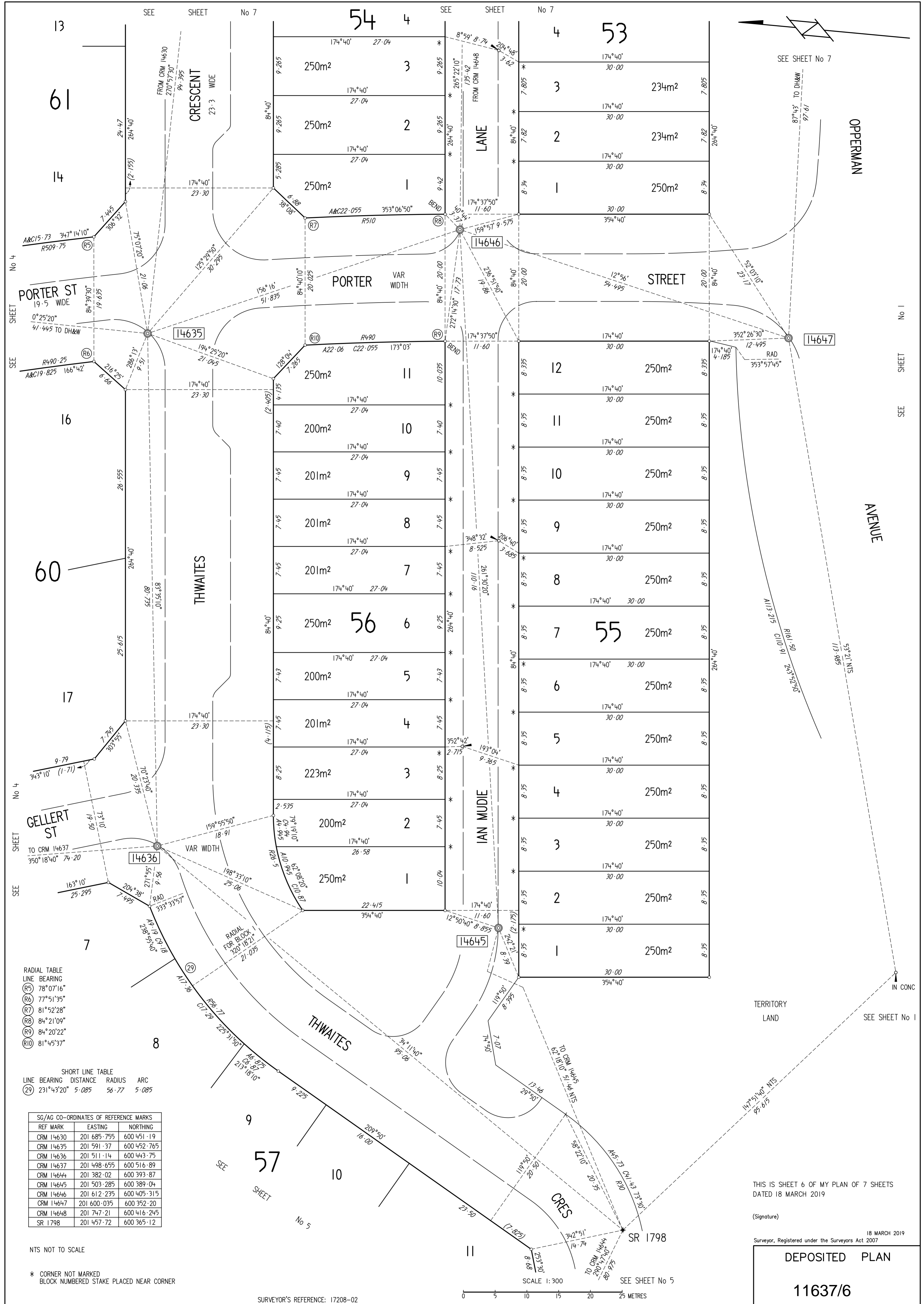
SR 1798 (Signature)

SEE SHEET No 1

SEE SHEET No 6

SEE SHEET No 3

SEE SHEET No 3



SEE SHEET No 7

OPPERMAN

AVENUE

SEE SHEET No 1

IN CONC

SEE SHEET No 1

TERRITORY LAND

THIS IS SHEET 6 OF MY PLAN OF 7 SHEETS DATED 18 MARCH 2019

(Signature)

18 MARCH 2019  
Surveyor, Registered under the Surveyors Act 2007

DEPOSITED PLAN

11637/6

SEE SHEET No 7

SEE SHEET No 7

SEE SHEET No 4

SEE SHEET No 4

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SEE SHEET No 4

SEE SHEET No 4

RADIAL TABLE  
LINE BEARING

|       |             |
|-------|-------------|
| (R5)  | 78° 07' 16" |
| (R6)  | 77° 51' 35" |
| (R7)  | 81° 52' 28" |
| (R8)  | 84° 21' 09" |
| (R9)  | 84° 20' 22" |
| (R10) | 81° 45' 37" |

SHORT LINE TABLE  
LINE BEARING DISTANCE RADIUS ARC

|      |              |       |       |       |
|------|--------------|-------|-------|-------|
| (29) | 231° 43' 20" | 5.085 | 56.77 | 5.085 |
|------|--------------|-------|-------|-------|

SG/AG CO-ORDINATES OF REFERENCE MARKS

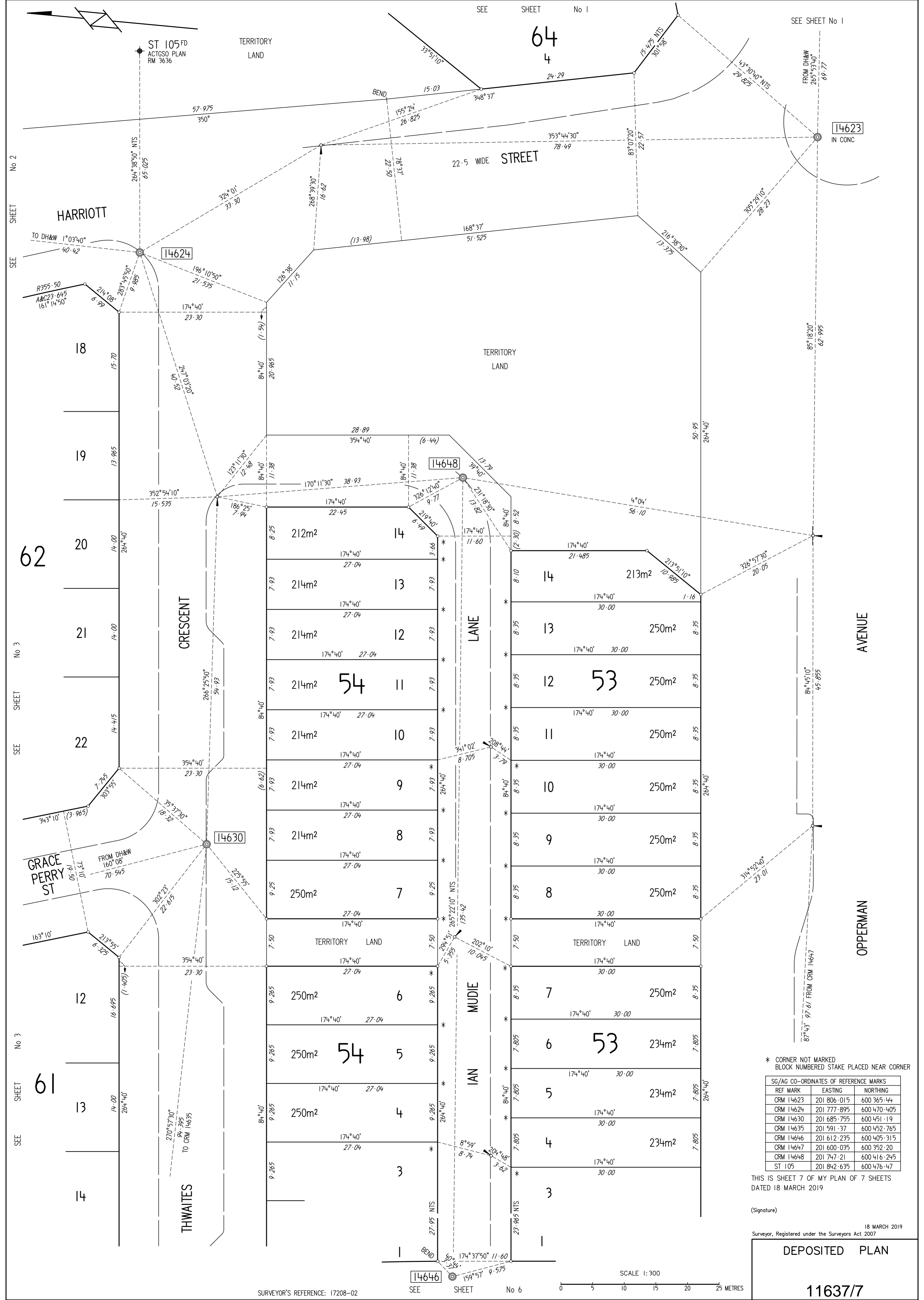
| REF MARK  | EASTING     | NORTHING    |
|-----------|-------------|-------------|
| CRM 14630 | 201 685.755 | 600 451.19  |
| CRM 14635 | 201 591.37  | 600 452.765 |
| CRM 14636 | 201 511.14  | 600 443.75  |
| CRM 14637 | 201 498.655 | 600 516.89  |
| CRM 14644 | 201 382.02  | 600 393.87  |
| CRM 14645 | 201 503.285 | 600 389.04  |
| CRM 14646 | 201 612.235 | 600 405.315 |
| CRM 14647 | 201 600.035 | 600 352.20  |
| CRM 14648 | 201 747.21  | 600 416.245 |
| SR 1798   | 201 457.72  | 600 365.12  |

NTS NOT TO SCALE  
\* CORNER NOT MARKED  
BLOCK NUMBERED STAKE PLACED NEAR CORNER

SURVEYOR'S REFERENCE: 17208-02

SCALE 1:300  
SEE SHEET No 5

X21656/6



SEE SHEET No 1

64  
4

SEE SHEET No 1

SEE SHEET No 2

SEE SHEET No 3

SEE SHEET No 3

SEE SHEET No 6

62

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SURVEYOR'S REFERENCE: 17208-02

SEE SHEET No 6

SCALE 1:300

\* CORNER NOT MARKED  
BLOCK NUMBERED STAKE PLACED NEAR CORNER

| REF MARK  | EASTING     | NORTHING    |
|-----------|-------------|-------------|
| CRM 14623 | 201 806.015 | 600 365.44  |
| CRM 14624 | 201 777.895 | 600 470.405 |
| CRM 14630 | 201 685.755 | 600 451.19  |
| CRM 14635 | 201 591.37  | 600 452.765 |
| CRM 14646 | 201 612.235 | 600 405.315 |
| CRM 14647 | 201 600.035 | 600 352.20  |
| CRM 14648 | 201 747.21  | 600 416.245 |
| ST 105    | 201 842.635 | 600 476.47  |

THIS IS SHEET 7 OF MY PLAN OF 7 SHEETS  
DATED 18 MARCH 2019

(Signature)

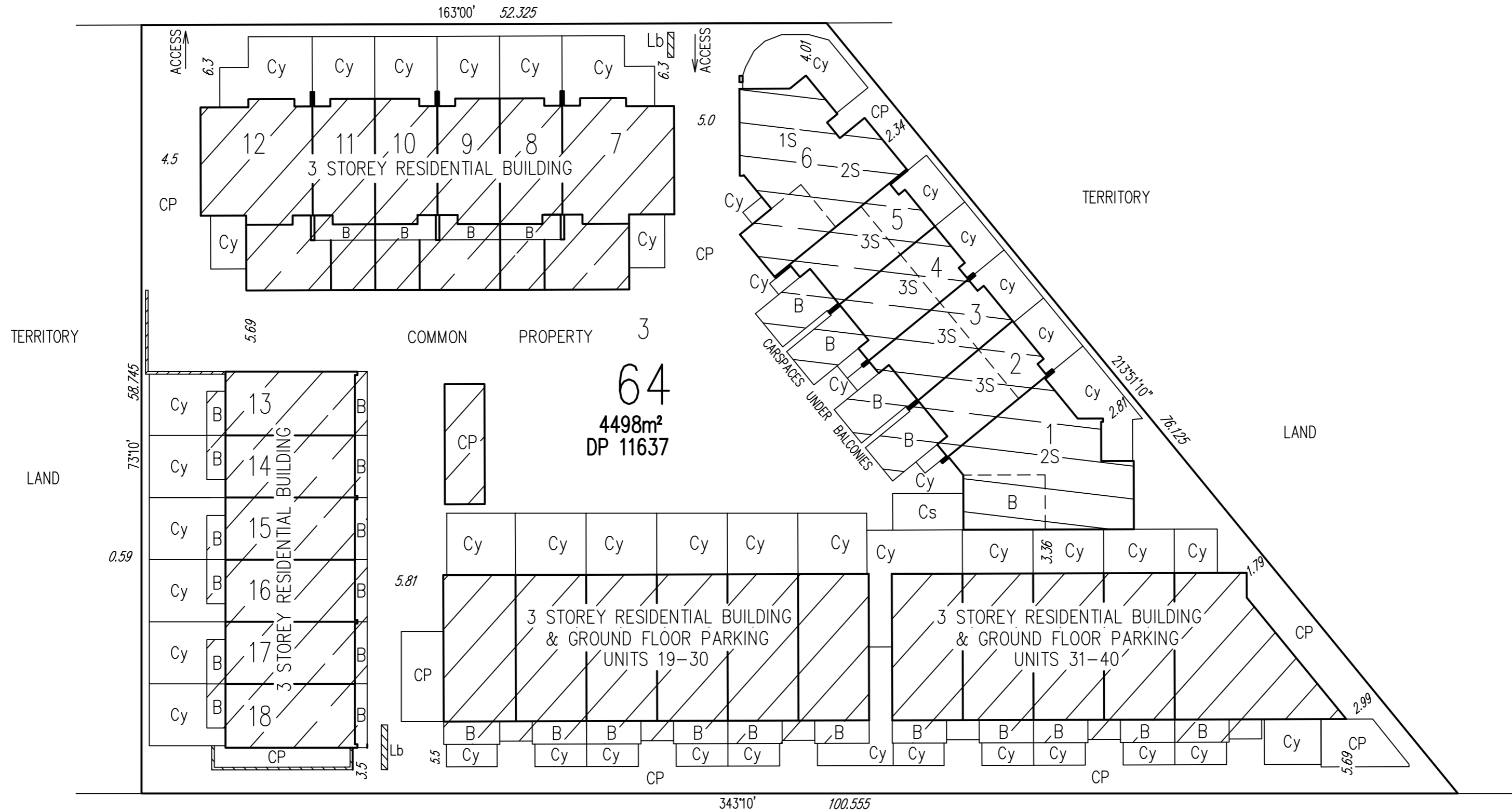
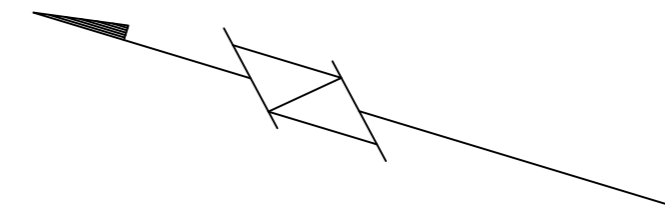
18 MARCH 2019  
Surveyor, Registered under the Surveyors Act 2007

DEPOSITED PLAN

11637/7

X21656/7

JOHN GORTON DRIVE



ALEX COLLEY CRESCENT

LAND TITLES

ACCESS CANBERRA  
Chief Minister, Treasury and  
Economic Development Directorate

Sheet No. ....1.....of .....22.....

SITE PLAN

LAND DETAILS

Block

3

Section

64

Division

WRIGHT

Deposited Plan Number

DP 11637

Volume/Folio

2408:69

Class of Units (A or B)

A

Youxin ZHAO  
PJ Property 1 Pty Ltd  
ACN 628 160 789  
Director

Jian HE  
PJ Property 1 Pty Ltd  
ACN 628 160 789  
Director

Signature of Lessee

Aaron Oshyer  
14th December 2022

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



19/12/2022

UNITS PLAN No.

15685

SURVEYORS DECLARATION

I, ANDREW BLAIR SPAIN of KLEVEN SPAIN PTY LTD  
PO BOX 3977  
WESTON CREEK, ACT, 2611

Signature of Registered Surveyor

9 NOVEMBER 2022

Dated

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

1. The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on (insert date) - 1 NOVEMBER 2022

2. The survey is in accordance with the following Acts:  
• *Unit Titles Act 2001*;  
• *Land Titles (Unit Titles) Act 1970*;  
• *Land Titles Act 1925*; and,  
• any other Regulation made under those Acts  
and in accordance with the *Surveyors Practice Directions*.

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.

43/2 KING STREET, DEAKIN, ACT, 2600

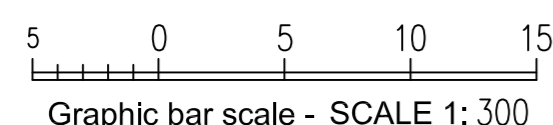
Address for Service of Notice

ACT STRATA MANAGEMENT SERVICES

Name of Manager / Owners Corporation

Form 1

Form 088 - SP



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

XUP: 22567

**SUE**

Form 078



## SCHEDULE OF UNIT ENTITLEMENTS

**1. LAND**

|                   |           |          |              |
|-------------------|-----------|----------|--------------|
| District/Division | Section   | Block    | Unit Plan No |
| <b>WRIGHT</b>     | <b>64</b> | <b>3</b> | <b>15685</b> |

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

| COLUMN 1         |                  |                   | COLUMN 2  |              |
|------------------|------------------|-------------------|---|--------------|
| UNIT NO          | UNIT ENTITLEMENT | UNIT SUBSIDIARIES | VOLUME  | FOLIO        |
| 1                | 31               | 3                 | 3015  | 362          |
| 2                | 29               | 4                 | 3015  | 363          |
| 3                | 29               | 4                 | 3015  | 364          |
| 4                | 29               | 4                 | 3015  | 365          |
| 5                | 29               | 4                 | 3015  | 366          |
| 6                | 32               | 3                 | 3015  | 367          |
| 7                | 34               | 3                 | 3015  | 368          |
| 8                | 31               | 4                 | 3015  | 369          |
| 9                | 31               | 3                 | 3015  | 370          |
| 10               | 31               | 4                 | 3015  | 371          |
| 11               | 31               | 4                 | 3015  | 372          |
| 12               | 34               | 3                 | 3015  | 373          |
| 13               | 27               | 3                 | 3015  | 374          |
| 14               | 27               | 3                 | 3015  | 375          |
| 15               | 27               | 3                 | 3015  | 376          |
| 16               | 27               | 3                 | 3015  | 377          |
| 17               | 27               | 3                 | 3015  | 378          |
| 18               | 27               | 3                 | 3015  | 379          |
| 19               | 26               | 5                 | 3015  | 380          |
| 20               | 26               | 5                 | 3015  | 381          |
| 21               | 17               | 4                 | 3015  | 382          |
| 22               | 16               | 4                 | 3015  | 383          |
| 23               | 26               | 6                 | 3015  | 384          |
| 24               | 26               | 6                 | 3015  | 385          |
| 25               | 16               | 4                 | 3015  | 386          |
| <b>Aggregate</b> |                  |                   | 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: |              |
|                  |                  |                   | <b>Volume</b>   | <b>Folio</b> |
|                  |                  |                   | 3015  | 361          |
|                  |                  |                   | <b>David Pryce</b><br>Registrar-General   |              |
|                  |                  |                   | Deputy Registrar-General  |              |



**FLOOR PLAN**

Block

3

Section

64

Division

WRIGHT

FLOOR NUMBER

LEGEND, NOTES  
& UNIT IDENTIFIER

LEGEND

- 2S DENOTES 2 STOREY RESIDENTIAL BUILDING
- 3S DENOTES 3 STOREY RESIDENTIAL BUILDING
- B DENOTES BALCONY
- Bs DENOTES BIN STORAGE-CP
- CP DENOTES COMMON PROPERTY
- Cs DENOTES CARSPACE
- Cy DENOTES COURTYARD
- Fo DENOTES FOYER INCLUDING STEPS-CP
- G DENOTES GARAGE
- Lb DENOTES BRICK LETTERBOX-CP
- Mf DENOTES METAL FENCE
- S DENOTES STAIRS-WITHIN UNIT
- Se DENOTES SERVICES-CP
- V DENOTES VOID-CP
- ▩ DENOTES CONCRETE COLUMNS

NOTES

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

UNIT BOUNDARIES & AREAS HAVE BEEN DETERMINED WITH REFERENCE TO THE CENTRELINE OF OUTER WALLS & INTERNAL COMMON WALLS, AS SHOWN

COURTYARD BOUNDARIES & AREAS HAVE BEEN DETERMINED BY THE INNER FACE OF CONCRETE BLOCK WALLS WITH METAL BAR PANELS, & METAL FENCING, UNLESS STATED OTHERWISE

CARSPACES S2-S5 HAVE BEEN DETERMINED BY METAL FENCES, THE FACE OF ADJOINING WALL & ARE 5.4 LONG FROM SAID WALL, UNLESS STATED OTHERWISE

CARSPACES S6, S8, S10, S11, S19-S40 HAVE BEEN DETERMINED BY PAINTED LINES ON CONCRETE SLABS CAR SPACES ARE 5.4 LONG BY 2.4 WIDE WITH AN AREA OF 12m<sup>2</sup> UNLESS STATED OTHERWISE

STORAGE ROOMS HAVE BEEN DETERMINED BY METAL SHEETING WALLS & ROOF. STORAGE ROOMS ARE 2.4 BY 0.8 WITH AN AREA OF 1m<sup>2</sup> UNLESS STATED OTHERWISE

FOYER, RAMP, STEPS, BIN STORAGE, FIRE HYDRANTS & METERS ARE COMMON PROPERTY

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

THE POSITION OF WALL CENTRELINES HAVE BEEN ESTIMATED TO DETERMINE UNIT AREAS

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

UNITS 1-18 ARE TOWNHOUSES, UNITS 19-40 ARE APPARTMENTS

| UNIT No | SHEET No | FLOOR       | ADDRESS               | SUBSIDIARIES |          |        |          |           |          |         |          | SUBSIDIARY TOTAL |
|---------|----------|-------------|-----------------------|--------------|----------|--------|----------|-----------|----------|---------|----------|------------------|
|         |          |             |                       | CARSPACE     |          | STORE  |          | COURTYARD |          | BALCONY |          |                  |
|         |          |             |                       | SUB N°       | SHEET N° | SUB N° | SHEET N° | SUB N°    | SHEET N° | SUB N°  | SHEET N° |                  |
| 1       | 5,6      | GRD,1ST     | 221 JOHN GORTON DRIVE | 3            | 5        |        |          | 1         | 5        | 2       | 6        | 3                |
| 2       | 5,6,7    | GRD,1ST,2ND | 221 JOHN GORTON DRIVE | 3            | 5        |        |          | 1,4       | 5        | 2       | 6        | 4                |
| 3       | 5,6,7    | GRD,1ST,2ND | 221 JOHN GORTON DRIVE | 3            | 5        |        |          | 1,4       | 5        | 2       | 6        | 4                |
| 4       | 5,6,7    | GRD,1ST,2ND | 221 JOHN GORTON DRIVE | 3            | 5        |        |          | 1,4       | 5        | 2       | 6        | 4                |
| 5       | 5,6,7    | GRD,1ST,2ND | 221 JOHN GORTON DRIVE | 3            | 5        |        |          | 1,4       | 5        | 2       | 6        | 4                |
| 6       | 5,6      | GRD,1ST     | 221 JOHN GORTON DRIVE | 1            | 5        |        |          | 2,3       | 5        |         |          | 3                |
| 7       | 5,6,7    | GRD,1ST,2ND | 221 JOHN GORTON DRIVE |              |          |        |          | 1,2       | 5        | 3       | 7        | 3                |
| 8       | 5,6,7    | GRD,1ST,2ND | 221 JOHN GORTON DRIVE | 1            | 5        |        |          | 2         | 5        | 3,4     | 7        | 4                |
| 9       | 5,6,7    | GRD,1ST,2ND | 221 JOHN GORTON DRIVE |              |          |        |          | 1         | 5        | 2,3     | 7        | 3                |
| 10      | 5,6,7    | GRD,1ST,2ND | 221 JOHN GORTON DRIVE | 1            | 5        |        |          | 2         | 5        | 3,4     | 7        | 4                |
| 11      | 5,6,7    | GRD,1ST,2ND | 221 JOHN GORTON DRIVE | 1            | 5        |        |          | 2         | 5        | 3,4     | 7        | 4                |
| 12      | 5,6,7    | GRD,1ST,2ND | 221 JOHN GORTON DRIVE |              |          |        |          | 1,2       | 5        | 3       | 7        | 3                |
| 13      | 5,6,7    | GRD,1ST,2ND | 221 JOHN GORTON DRIVE |              |          |        |          | 3         | 6        | 1,2     | 6,7      | 3                |
| 14      | 5,6,7    | GRD,1ST,2ND | 221 JOHN GORTON DRIVE |              |          |        |          | 3         | 6        | 1,2     | 6,7      | 3                |
| 15      | 5,6,7    | GRD,1ST,2ND | 221 JOHN GORTON DRIVE |              |          |        |          | 3         | 6        | 1,2     | 6,7      | 3                |
| 16      | 5,6,7    | GRD,1ST,2ND | 221 JOHN GORTON DRIVE |              |          |        |          | 3         | 6        | 1,2     | 6,7      | 3                |
| 17      | 5,6,7    | GRD,1ST,2ND | 221 JOHN GORTON DRIVE |              |          |        |          | 3         | 6        | 1,2     | 6,7      | 3                |
| 18      | 5,6,7    | GRD,1ST,2ND | 221 JOHN GORTON DRIVE |              |          |        |          | 3         | 6        | 1,2     | 6,7      | 3                |
| 19      | 5,6,7    | BMT,GRD,1ST | 16 ALEX COLLEY CRES   | 1,2          | 5        | 3      | 5        | 4,5       | 6        |         |          | 5                |
| 20      | 5,6,7    | BMT,GRD,1ST | 16 ALEX COLLEY CRES   | 1            | 5        | 2      | 5        | 3,4       | 6        | 5       | 7        | 5                |
| 21      | 5,7,8    | BMT,1ST,2ND | 16 ALEX COLLEY CRES   | 1            | 5        | 2      | 5        |           |          | 3,4     | 8        | 4                |
| 22      | 5,7,8    | BMT,1ST,2ND | 16 ALEX COLLEY CRES   | 1            | 5        | 2      | 5        |           |          | 3,4     | 8        | 4                |
| 23      | 5,6,7    | BMT,GRD,1ST | 16 ALEX COLLEY CRES   | 1,2          | 5        | 3      | 5        | 4,5       | 6        | 6       | 7        | 6                |
| 24      | 5,6,7    | BMT,GRD,1ST | 16 ALEX COLLEY CRES   | 1,2          | 5        | 3      | 5        | 4,5       | 6        | 6       | 7        | 6                |
| 25      | 5,7,8    | BMT,1ST,2ND | 16 ALEX COLLEY CRES   | 1            | 5        | 2      | 5        |           |          | 3,4     | 8        | 4                |
| 26      | 5,7,8    | BMT,1ST,2ND | 16 ALEX COLLEY CRES   | 1            | 5        | 2      | 5        |           |          | 3,4     | 8        | 4                |
| 27      | 5,6,7    | BMT,GRD,1ST | 16 ALEX COLLEY CRES   | 1,2          | 5        | 3      | 5        | 4,5       | 6        | 6       | 7        | 6                |
| 28      | 5,6,7    | BMT,GRD,1ST | 16 ALEX COLLEY CRES   | 1,2          | 5        | 3      | 5        | 4,5       | 6        |         |          | 5                |
| 29      | 5,7,8    | BMT,1ST,2ND | 16 ALEX COLLEY CRES   | 1            | 5        | 2      | 5        |           |          | 3,4     | 8        | 4                |
| 30      | 5,7,8    | BMT,1ST,2ND | 16 ALEX COLLEY CRES   | 1            | 5        | 2      | 5        |           |          | 3,4     | 8        | 4                |
| 31      | 5,6,7    | BMT,GRD,1ST | 16 ALEX COLLEY CRES   | 1,2          | 5        | 3      | 5        | 4,5       | 6        |         |          | 5                |
| 32      | 5,6,7    | BMT,GRD,1ST | 16 ALEX COLLEY CRES   | 1            | 5        | 2      | 5        | 3,4       | 6        | 5       | 7        | 5                |
| 33      | 5,7,8    | BMT,1ST,2ND | 16 ALEX COLLEY CRES   | 1            | 5        | 2      | 5        |           |          | 3,4     | 8        | 4                |
| 34      | 5,7,8    | BMT,1ST,2ND | 16 ALEX COLLEY CRES   | 1            | 5        | 2      | 5        |           |          | 3,4     | 8        | 4                |
| 35      | 5,6,7    | BMT,GRD,1ST | 16 ALEX COLLEY CRES   | 1            | 5        | 2      | 5        | 3,4       | 6        | 5       | 7        | 5                |
| 36      | 5,6,7    | BMT,GRD,1ST | 16 ALEX COLLEY CRES   | 1            | 5        | 2      | 5        | 3,4       | 6        | 5       | 7        | 5                |
| 37      | 5,7,8    | BMT,1ST,2ND | 16 ALEX COLLEY CRES   | 1            | 5        | 2      | 5        |           |          | 3,4     | 8        | 4                |
| 38      | 5,7,8    | BMT,1ST,2ND | 16 ALEX COLLEY CRES   | 1            | 5        | 2      | 5        |           |          | 3,4     | 8        | 4                |
| 39      | 5,6,7    | BMT,GRD,1ST | 16 ALEX COLLEY CRES   | 1            | 5        | 2      | 5        | 3,4,5     | 6        |         |          | 5                |
| 40      | 5,7,8    | BMT,1ST,2ND | 16 ALEX COLLEY CRES   | 1            | 5        | 2      | 5        |           |          | 3,4,5   | 7,8      | 5                |

TOTAL 164

FLOOR PLAN

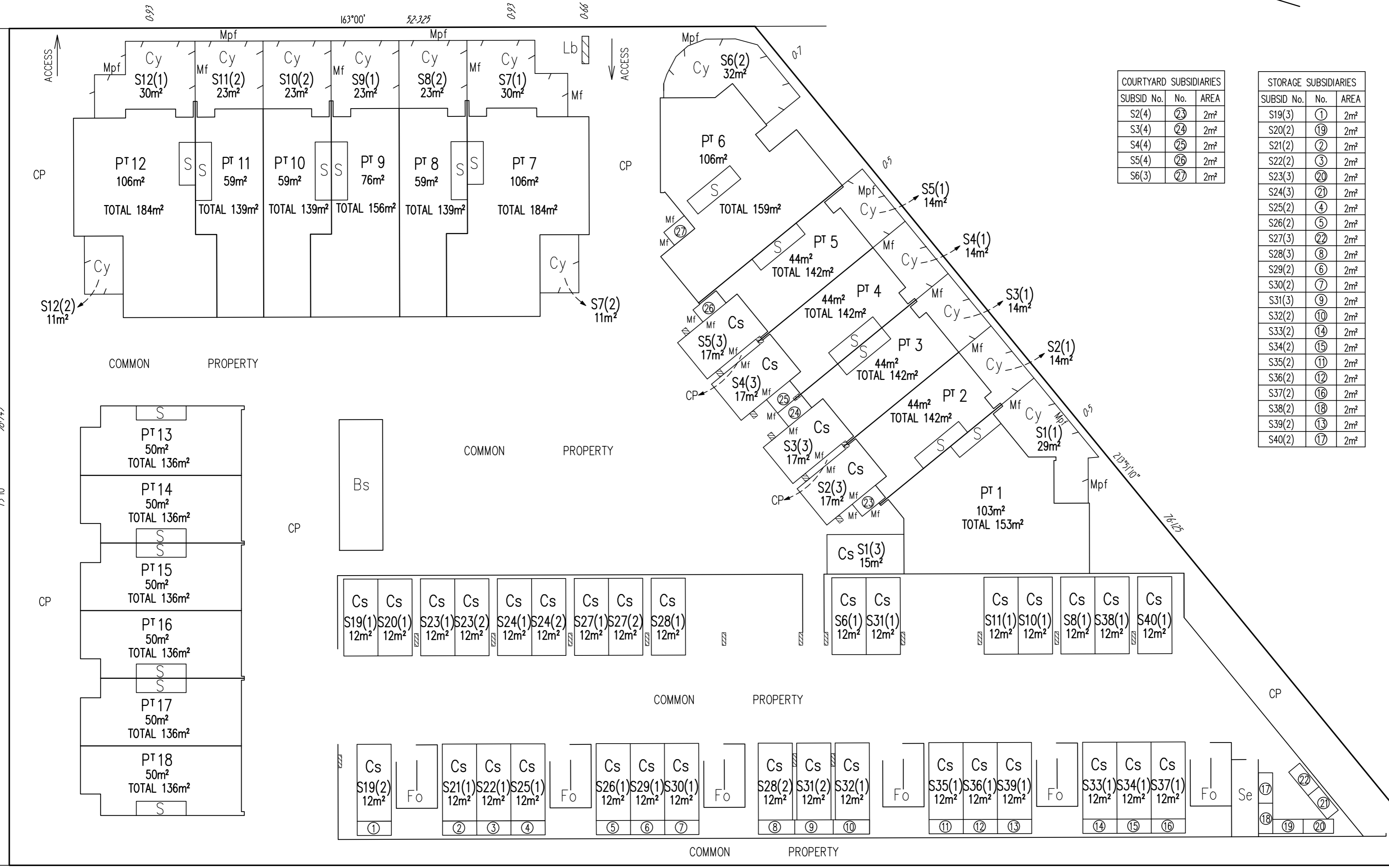
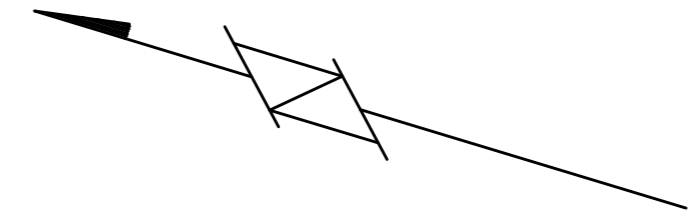
Block  
3

Section  
64

Division  
WRIGHT

FLOOR NUMBER  
GROUND UNITS 1-18  
BASEMENT UNITS 19-40

JOHN GORTON DRIVE

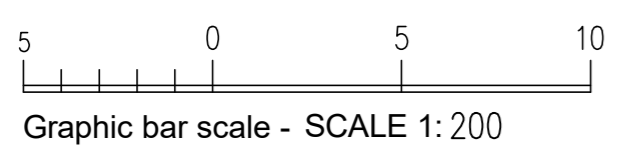


COURTYARD SUBSIDIARIES

| SUBSID No. | No. | AREA |
|------------|-----|------|
| S2(4)      | 23  | 2m²  |
| S3(4)      | 24  | 2m²  |
| S4(4)      | 25  | 2m²  |
| S5(4)      | 26  | 2m²  |
| S6(3)      | 27  | 2m²  |

STORAGE SUBSIDIARIES

| SUBSID No. | No. | AREA |
|------------|-----|------|
| S19(3)     | 1   | 2m²  |
| S20(2)     | 19  | 2m²  |
| S21(2)     | 2   | 2m²  |
| S22(2)     | 3   | 2m²  |
| S23(3)     | 20  | 2m²  |
| S24(3)     | 21  | 2m²  |
| S25(2)     | 4   | 2m²  |
| S26(2)     | 5   | 2m²  |
| S27(3)     | 22  | 2m²  |
| S28(3)     | 8   | 2m²  |
| S29(2)     | 6   | 2m²  |
| S30(2)     | 7   | 2m²  |
| S31(3)     | 9   | 2m²  |
| S32(2)     | 10  | 2m²  |
| S33(2)     | 14  | 2m²  |
| S34(2)     | 15  | 2m²  |
| S35(2)     | 11  | 2m²  |
| S36(2)     | 12  | 2m²  |
| S37(2)     | 16  | 2m²  |
| S38(2)     | 18  | 2m²  |
| S39(2)     | 13  | 2m²  |
| S40(2)     | 17  | 2m²  |



ALEX COLLEY CRESCENT

FLOOR PLAN

Block

3

Section

64

Division

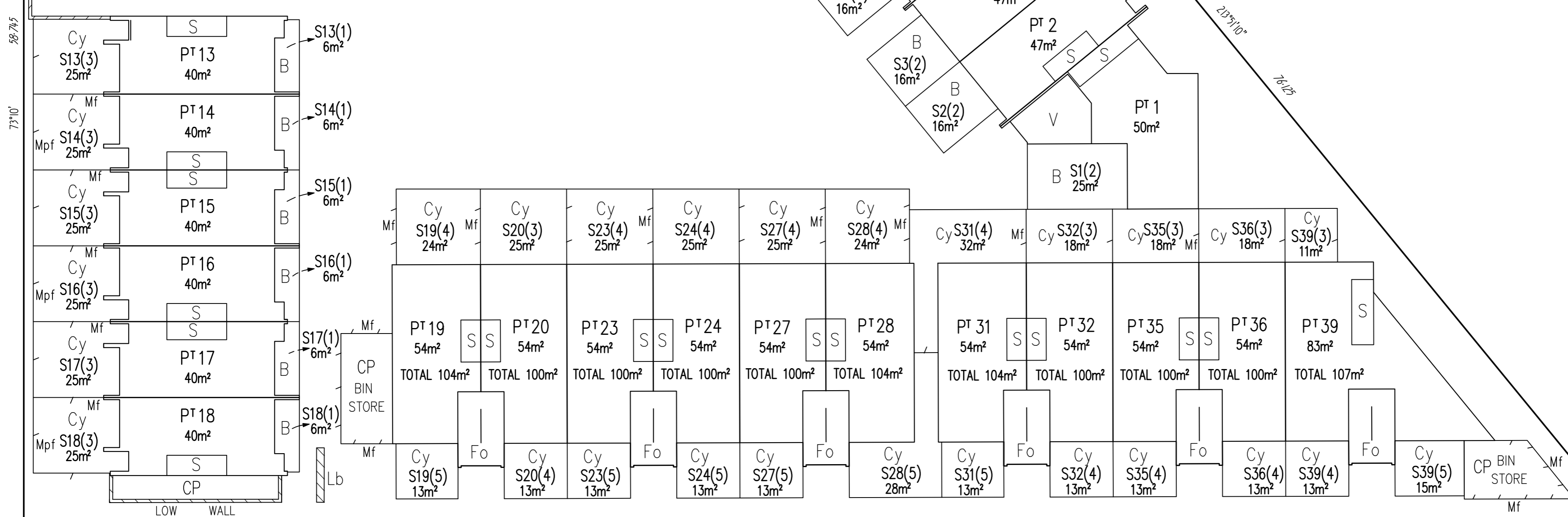
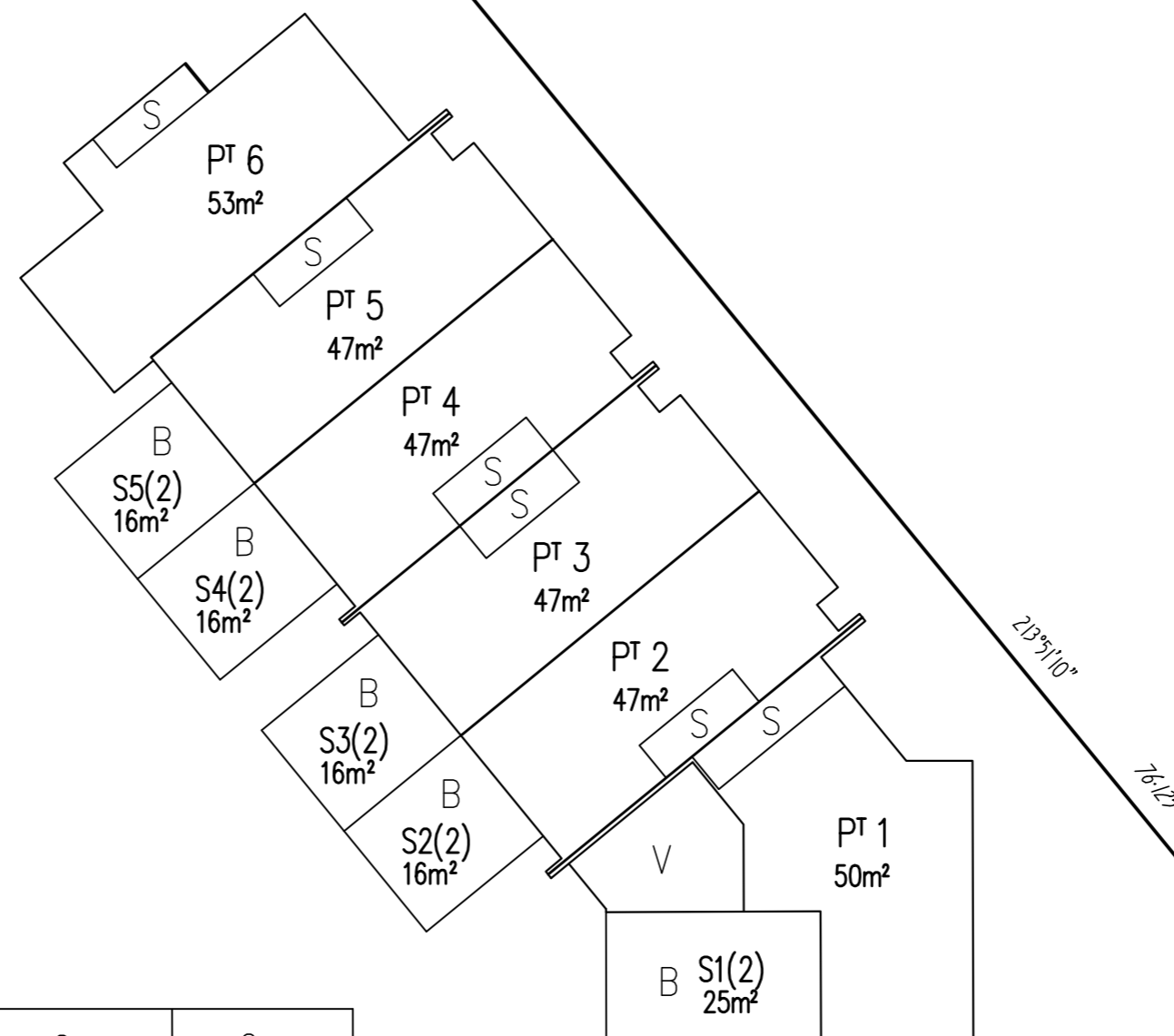
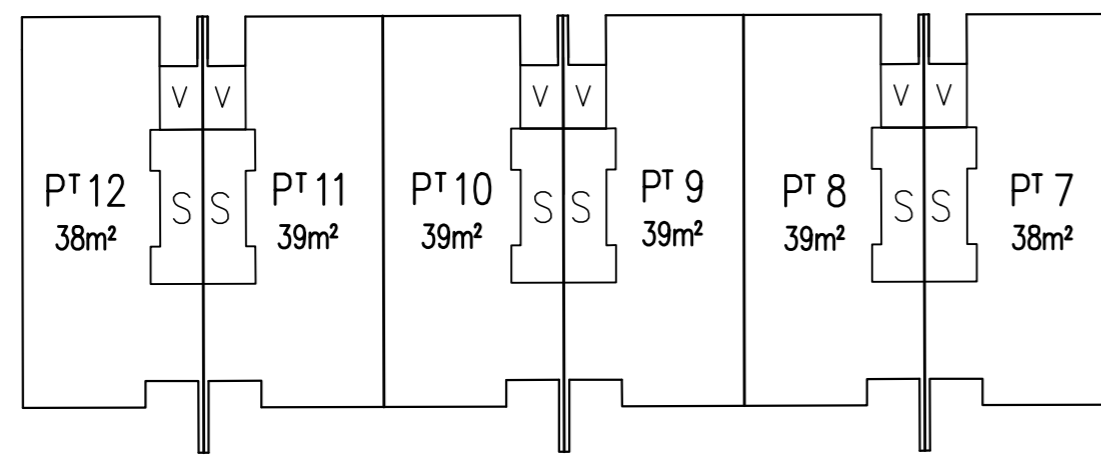
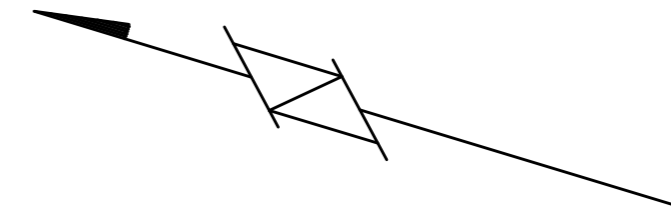
WRIGHT

FLOOR NUMBER

FIRST UNITS 1-18

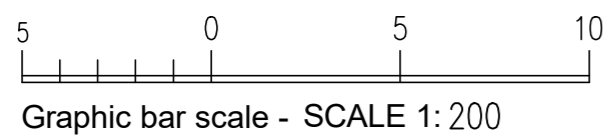
GROUND UNITS 19,20,23,24,  
27,28,31,32,35,36,39

JOHN GORTON DRIVE



343'10" 100.555

ALEX COLLEY CRESCENT



FLOOR PLAN

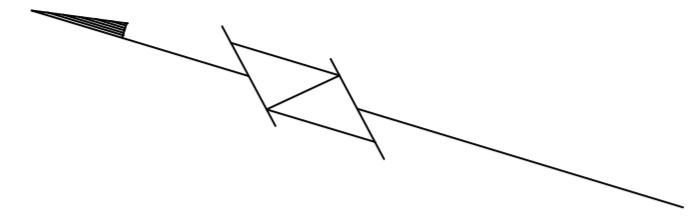
Block  
3

Section  
64

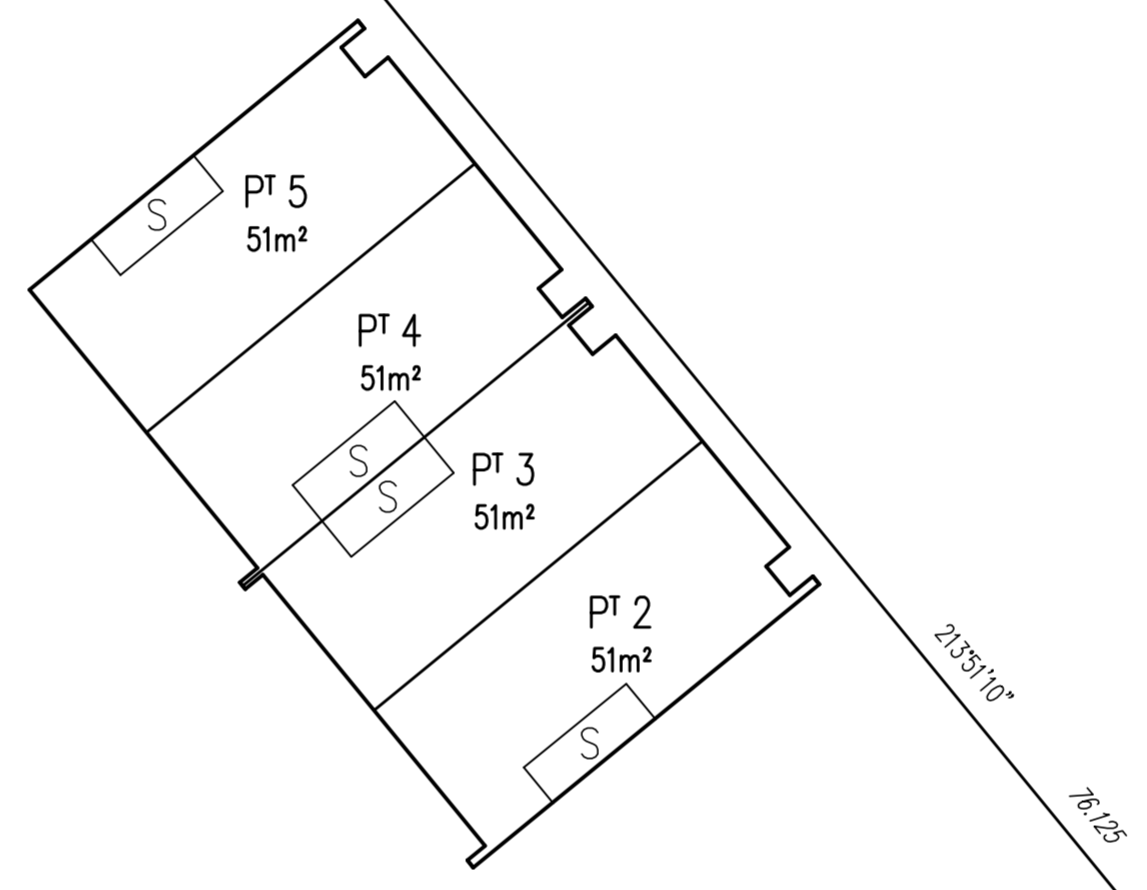
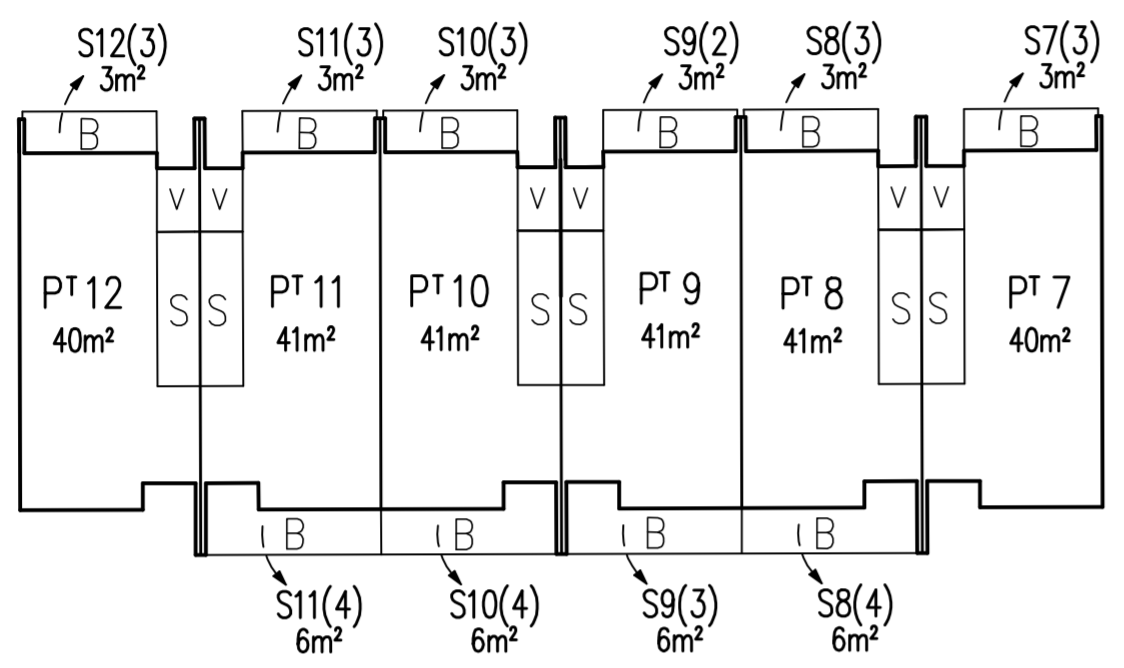
Division  
WRIGHT

FLOOR NUMBER  
SECOND UNITS 2-5  
7-18  
FIRST UNITS 19-40

JOHN GORTON DRIVE



163'00" 52.325

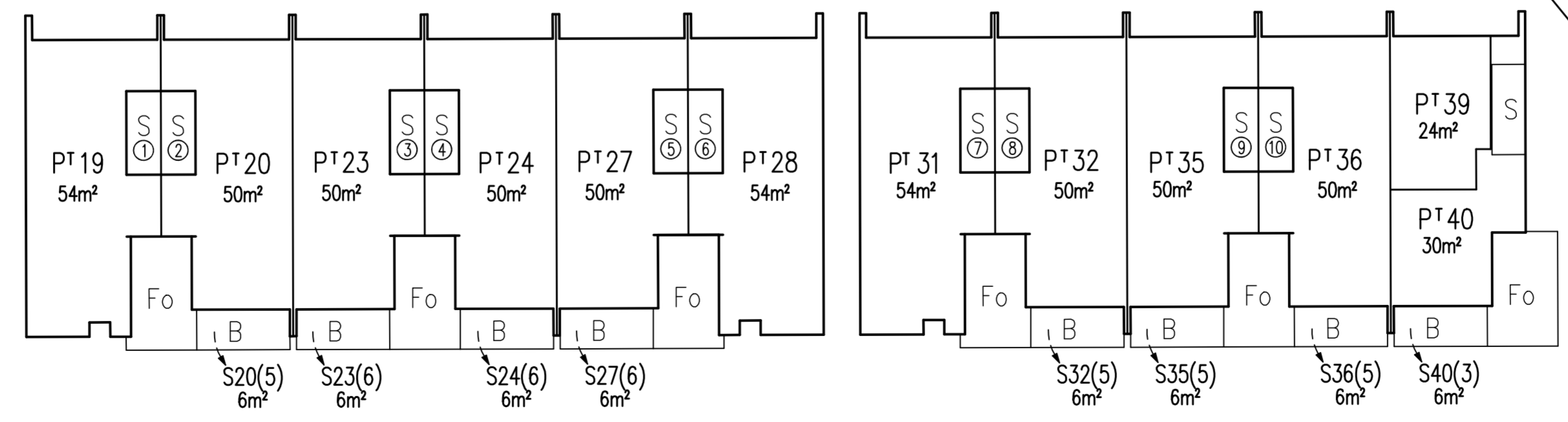
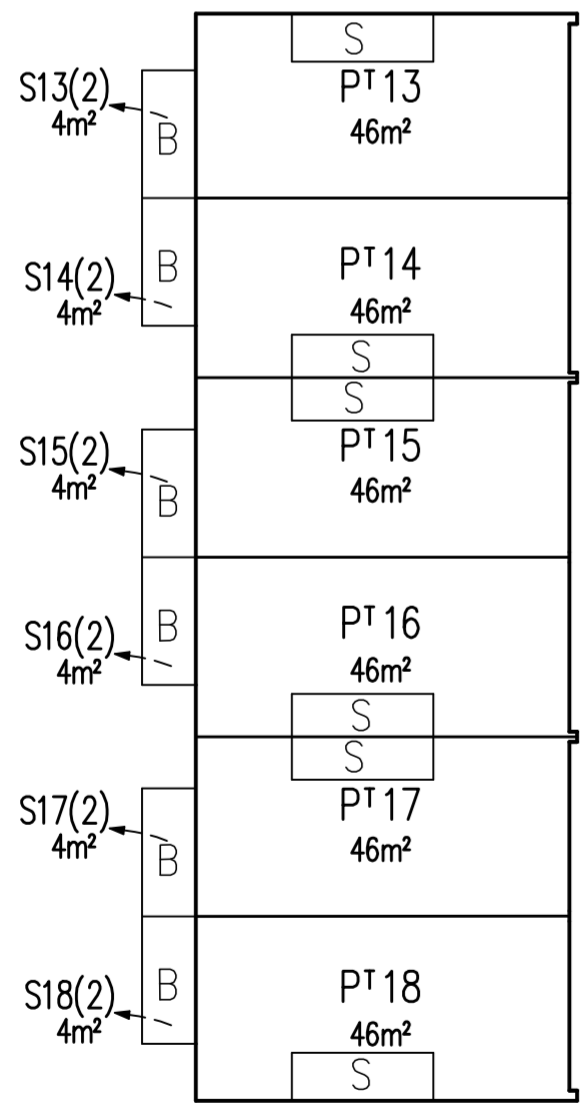


| PART UNITS |             |      |
|------------|-------------|------|
| No.        | PT UNIT No. | AREA |
| ①          | PT 21       | 4m²  |
| ②          | PT 22       | 4m²  |
| ③          | PT 25       | 4m²  |
| ④          | PT 26       | 4m²  |
| ⑤          | PT 29       | 4m²  |
| ⑥          | PT 30       | 4m²  |
| ⑦          | PT 33       | 4m²  |
| ⑧          | PT 34       | 4m²  |
| ⑨          | PT 37       | 4m²  |
| ⑩          | PT 38       | 4m²  |

213'51"10" 76.125

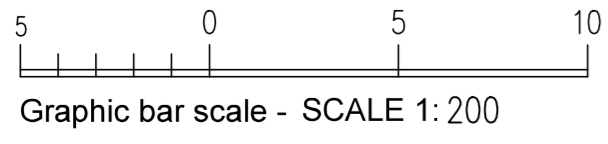
58.745

73'10"



343'10" 100.555

ALEX COLLEY CRESCENT



FLOOR PLAN

Block

3

Section

64

Division

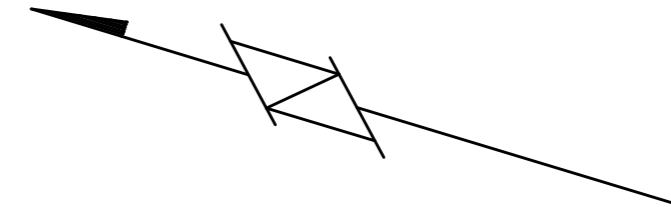
WRIGHT

FLOOR NUMBER

SECOND UNITS 21,22,25,26,  
29,30,33,34,37,38,40

JOHN GORTON DRIVE

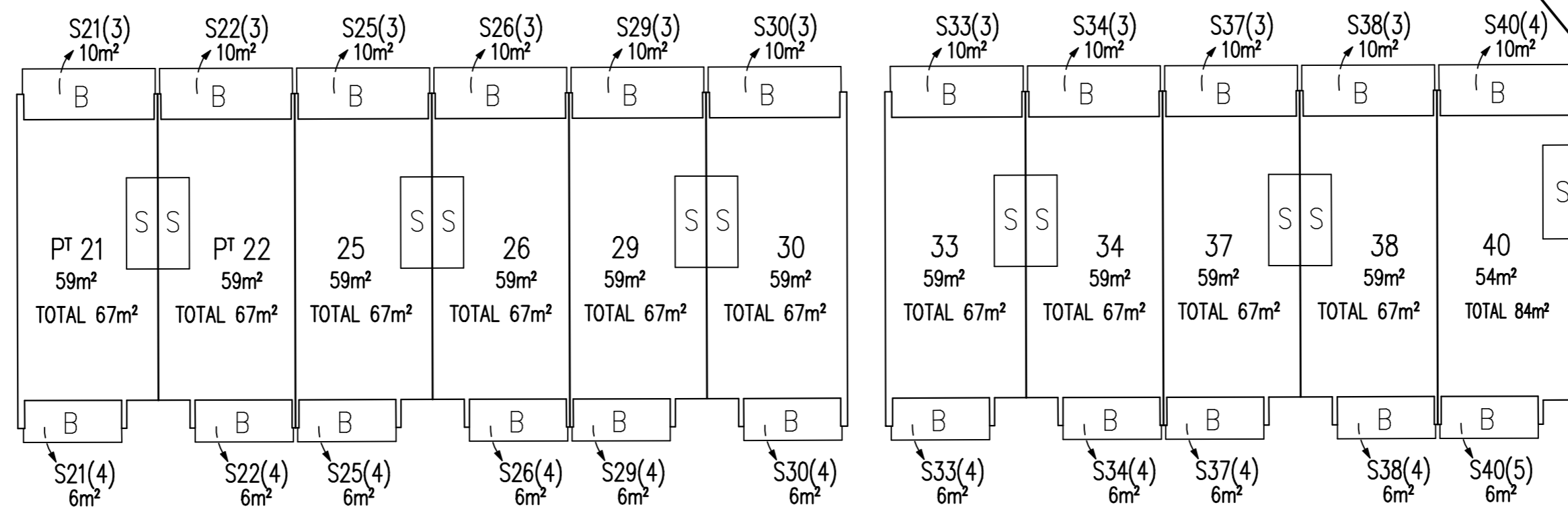
163°00' 52.325



58.745  
73°10'

213°10'

76.125



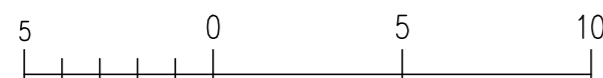
343°10'

100.555

ALEX

COLLEY

CRESCENT



# Form 4

Land Titles (Units Titles) Act 1970

## UNITS PLAN NO 15685

Block 3 Section 64 Division of WRIGHT

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

- |      |    |  |
|------|----|--|
| TERM | 1. | The term of the lease of each of the units expires on the fourteenth day of May Two thousand one hundred and eighteen.   |
| RENT | 2. | The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.  |
|      | 3. | Each Lessee of each of the Units Nos 1 - 40 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:<br><br>(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;<br><br>(b) to pay to the Authority or any statutory authority his proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the <u>Planning and Development Act 2007</u> and the <u>Unit Titles Act 2001</u> ; |

- PURPOSE (c) To use the premises only for one or more of the following purposes:
- (i) boarding house;
  - (ii) child care centre;
  - (iii) community activity centre;
  - (iv) guest house;
  - (v) health facility;
  - (vi) multi-unit housing of not less than twenty two (22) dwellings and not more than forty four (44) dwellings;
  - (vii) residential care accommodation;
  - (viii) retirement village; and
  - (ix) supportive housing
- UNIT SUBSIDIARY (d) Not to use any unit subsidiary to that unit as a habitation;
- LIGHTING (e) That the Lessee shall:
- (i) ensure that aeroscreen luminaries are installed to all external lighting on the parcel of land;
  - (ii) ensure that all external lights are not directed upwards and/or towards the Mount Stromlo Observatory; and
  - (iii) ensure that the choice of external materials, colours and finishes of all buildings on the parcel of land minimise lighting effects on the Mount Stromlo Observatory
- to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
- SERVICE AREAS (f) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the unit is suitably screened from public view;
- BUILDING SUBJECT TO APPROVAL (g) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building on the parcel or make any structural alterations to the unit;

|                       |     |   |
|-----------------------|-----|---|
| REPAIR                | (h) | That the Lessee shall at all times during the said term maintain repair and keep in repair the unit and any unit subsidiary to the satisfaction of the Authority excluding any defined parts under the provisions of the <u>Unit Titles Act 2001</u> ;  |
| FAILURE TO REPAIR     | (i) | If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the unit and any unit subsidiary the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to affect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee; |
| RIGHT OF INSPECTION   | (j) | To permit any person or persons authorised by the Authority to enter upon the unit or any unit subsidiary at all reasonable times and in any reasonable manner to inspect the unit;   |
| RATES AND CHARGES     | (k) | To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the unit as and when they are due for payment;  |
| PRESERVATION OF TREES | (l) | That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree: <ul style="list-style-type: none"> <li>(i) that has been identified in a development approval for retention during the period allowed for construction of the building; or</li> <li>(ii) to which the <u>Tree Protection Act 2005</u>, applies;</li> </ul>  |
| MINERALS AND WATER    | (m) | All minerals on or in the unit and the right to the use, flow and control of ground water under the surface of the unit are reserved to the Territory.  |

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

QUIET  
ENJOYMENT

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

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

TERMINATION

(a) That if:

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

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

ACCEPTANCE OF (b)  
RENT

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

FURTHER LEASE (c)

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

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

EXERCISE OF POWERS (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:

- (i) the Authority;
- (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
- (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

6. In this schedule unless the contrary intention appears:

- (a) “Authority” means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) “boarding house” means the use of the parcel of land to principally provide long term accommodation where meals, laundry or other services are provided only to those residents of the boarding house, and which is not licensed to sell liquor;
- (c) “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;
- (d) “child care centre” means the use of the parcel of land for the purpose of educating, supervising or caring for children of any age throughout a specified period of time in any one day, which is registered under the Children and Young People Act 2008 or authorised pursuant to the Education and Care Services National Law (ACT) Act 2011 and which does not include residential care;

- (e) “class” for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- (f) “commercial accommodation unit” means a room or suite of rooms that is made available on a commercial basis for short-term accommodation. A commercial accommodation unit may comprise a dwelling but not a room or suite of rooms within a dwelling. It does not include any associated facility such as a restaurant, bar or functions room, which may be used by the occupants of the premises, but which is also available for use by non occupant members of the public;
- (g) “community activity centre” means the use of the parcel of land by a public authority or a body of persons associated for the purpose of providing for the social well-being of the community;
- (h) “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;
- (i) “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;
- (j) “guest house” means the use of the parcel of land for one or more commercial accommodation units and where common or shared facilities are provided for the provision of services such as meals and laundry to

occupants of the premises but not to non occupant members of the public;

- (k) “health facility” means the use of the parcel of land for providing health care services (including diagnosis, preventative care or counselling) or medical or surgical treatment to out-patients only;
- (l) “Lessee” shall:
  - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
  - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy the persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
  - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (m) “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;
- (n) “premises” means the parcel of land and any building or other improvements on the parcel of land;
- (o) “residential care accommodation” means the use of the parcel of land by an agency or organisation that exists for the purposes of providing accommodation and services such as the provision of meals, domestic services and personal care for persons requiring support. Although services must be delivered on site, management and preparation may be carried out on site or elsewhere;
- (p) “retirement village” means premises where older members of the community or retired people live, or will live, in independent living units or serviced units, under a retirement village scheme;

- (q) “retirement village scheme” for a retirement village, means a scheme under which a person may -
- (i) enter into a residence contract with the scheme operator for the retirement village; and
  - (ii) on payment of an ingoing contribution, acquire personally or for someone else a right to live in the retirement village, however the right accrues; and
  - (iii) on payment of the relevant charge, acquires personally or for someone else a right to receive one (1) or more services in relation to the retirement village;
- (r) “supportive housing” means the use of the parcel of land for residential accommodation for persons in need of support, which is managed by a Territory approved organisation that provides a range of support services such as counselling, domestic assistance and personal care for residents as required. Although such services must be able to be delivered on site, management and preparation may be carried out on site or elsewhere. Housing may be provided in the form of self-contained dwellings. The term does not include a retirement village or student accommodation;
- (s) “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<sup>th</sup>);
- (t) “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;
- (u) “unit subsidiaries” has the same meaning as in the Unit Titles Act 2001;
- (v) words in the singular include the plural and vice versa;
- (w) words importing one gender include the other genders;

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

Dated this.....14th..... day of .....December.....2022.



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

**LESSEE: PJ PROPERTY 1 PTY LTD ACN 628 160 789**



Youxin ZHAO  
PJ Property 1 Pty Ltd  
ACN 628 160 789  
Director



Jian HE  
PJ Property 1 Pty Ltd  
ACN 628 160 789  
Director

# Form 5

Land Titles (Unit Titles) Act 1970

## UNITS PLAN NO 15685

Block 3 Section 64 Division of WRIGHT

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

1. The term of the lease expires on the fourteenth day of May Two thousand one hundred and eighteen.
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. 15685 ("the Owners Corporation") covenants with Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:
  - (a) To pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
  - (b) To use the common property for the purpose of carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the Owners Corporation PROVIDED THAT these uses are consistent with the permitted purposes of the units;
  - (c) That the Owners Corporation shall:
    - (i) ensure that aeroscreen luminaries are installed to all external lighting on the parcel of land;
    - (ii) ensure that all external lights are not displayed upwards and/or towards the Mount Stromlo Observatory; and
    - (iii) ensure that the choice of external materials, colours and finishes of all buildings on the parcel of land minimise lighting effects on the Mount Stromlo Observatoryto a standard acceptable to the Authority in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;

- (d) Not to erect any building or make any structural alterations in any building or part of a building or other improvement on the common property without the previous approval in writing of the Authority, except where exempt by law;
- (e) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings 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 land forming the common property;
- (f) except where necessary for compliance with Clause 3(e) of this lease not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Authority;
- (g) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and 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 repairs and maintenance needed require the Owners Corporation to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Owners Corporation require the Owners Corporation to remove the building or improvement and may require the Owners Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Owners Corporation does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;

- (h) To permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the parcel of land forming the common property;
  - (i) That the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the common property is suitably screened from public view;
  - (j) That the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
    - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
    - (ii) to which the Tree Protection Act 2005, applies;
  - (k) All minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.
4. It is mutually covenanted and agreed by the Commonwealth of Australia and the Owners Corporation as follows:
- (a) That if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;
  - (b) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
  - (c) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
    - (i) the Authority;
    - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
    - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

5. In this schedule unless the contrary intention appears:

- (a) “Authority” means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) “building” means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) “owners corporation” means the body corporate under the name of ‘The Owners - Units Plan No. 15685 ‘;
- (d) “premises” means the parcel of land and any building or other improvements on the parcel of land;
- (e) “services” means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (f) “Territory” means:
  - (i) when used in a geographical sense the Australian Capital Territory; and
  - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (g) “unit” means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (h) words in the singular include the plural and vice versa;
- (i) words importing one gender include the other genders;

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

Dated this.....14th..... day of.....December.....2022.



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

**LESSEE: PJ PROPERTY 1 PTY LTD ACN 628 160 789**



Youxin ZHAO  
PJ Property 1 Pty Ltd  
ACN 628 160 789  
Director



Jian HE  
PJ Property 1 Pty Ltd  
ACN 628 160 789  
Director



## LEASE CONVEYANCING ENQUIRY

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

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

|             |           |              |          |                |           |               |               |
|-------------|-----------|--------------|----------|----------------|-----------|---------------|---------------|
| <b>Unit</b> | <b>25</b> | <b>Block</b> | <b>3</b> | <b>Section</b> | <b>64</b> | <b>Suburb</b> | <b>WRIGHT</b> |
|-------------|-----------|--------------|----------|----------------|-----------|---------------|---------------|

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.

- |  | <b>No</b> | <b>Yes</b>       |
|--|-----------|------------------|
| 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: 84631  |           | Dated: 13-DEC-22 |
| 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 : Axiotis, Carol  
 E-mail Address : caxiotis@claytonutz.com  
 Client Reference : 81056197

Date: 09-JUN-26 10:52:24



STATUTORY PLANNING  
 DEVELOPMENT SOLUTIONS BRANCH  
 480 Northbourne Avenue  
 DICKSON ACT 2601

09-JUN-2026 10:52

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

Page 1 of 2

**INFORMATION ABOUT THE PROPERTY**

**WRIGHT Section 64/Block 3/Unit 25**

**Building Class: A**

**Area(m2):** 4,498.1  
**Unimproved Value:** \$3,400,000      **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**    DA201935325      **Lodged**    26-MAR-19      **Type**    See Subclass

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

**Description**

PROPOSAL FOR MULTI UNIT DEVELOPMENT - the construction of 5 new residential buildings, comprising of 40 dwellings ranging from 3 to 4 stories, waste enclosure, driveways, parking, courtyard walls, landscaping, and associated works.

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

| District        | Division | Section | Block(s) | Unit |
|-----------------|----------|---------|----------|------|
| Molonglo Valley | Wright   | 64      | 3-3      |      |

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

| Role      | Name                       |
|-----------|----------------------------|
| Lessee    | Suburban Land Agency       |
| Applicant | Heyward Lance Architecture |

**-- 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>



STATUTORY PLANNING  
DEVELOPMENT SOLUTIONS BRANCH  
480 Northbourne Avenue  
DICKSON ACT 2601

09-JUN-2026 10:52

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

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](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 -----

**Whittles**

**Better communities.  
The Whittles way.**

Unit 43, 2 King Street  
Deakin ACT 2600

02 5131 2600  
whittles.com.au

10/06/26

Whittles Canberra Pty Ltd  
ABN 39 634 756 031

INFO TRACK  
L 8 / 135 KING STREET  
SYDNEY, NSW, 2000

Dear Sir/Madam

**RE:** Units Plan 15685  
16 ALEX COLLEY CRESCENT & 221 JOHN GORTON DRIVE, WRIGHT  
Lot: 00025  
OWNER: Golden Horizon Property Pty Limited

Thank you for your instructions with reference to the above. Please find enclosed Certificate under Section 119 of the Unit Titles (Management) Act 2011 (UTMA) as requested.

Please note that we are unable to provide verbal updates once a certificate has been issued. Any requests for an update on fund balances and levies struck may incur additional costs if outside of the 4-month period specified in the UTMA.

We have attached a Section 115 Notice template to this Certificate. We ask that you please ensure this form is completed upon settlement and returned to our office with the correct address for service of documents for the new proprietor.

Yours faithfully



Matthew Lane  
Strata Manager  
Whittles Canberra

*Unit Titles (Management) Certificate Determination 2012*

**SECTION 119 CERTIFICATE**

*Unit Titles (Management) Act 2011*

|  |  |
|--|--|
| Date of Certificate  | 10/06/2026                                     |
| Units Plan in respect of which certificate issue:                                    | 0000015685                                     |
| Unit in respect of which certificate issued:   | Lot:00025                                      |
| Person requesting certificate: (owner/mortgagee/ covenant chargee/authorised person) | Info Track<br>L 8 / 135 KING STREET,<br>SYDNEY |
| If authorised person, authorised by: (owner)   | Golden Horizon Property Pty<br>Limited         |

The Owners Corporation of Units Plan 15685 certifies the following with respect to the unit the subject of this Certificate:

**1. Executive Committee**

The Executive Committee's name and addresses are:

|             |  |
|-------------|--|
| Member      | N KOSEC<br>1 / 221 JOHN GORTON DRIVE WRIGHT ACT 2611       |
| Member      | C WOOD<br>18/221 JOHN GORTON DRIVE WRIGHT ACT 2611         |
| Member      | V VLACHOULIS<br>23/16 ALEX COLLEY CRESCENT WRIGHT ACT 2611 |
| Chairperson | T PAVLOVIC<br>4/221 JOHN GORTON DRIVE WRIGHT ACT 2611      |

**2. Managing Agent (if any)**

|  |  |
|--|--|
| Name of Managing Agent (if any) appointed: | Whittles<br>PO Box 3208<br>Weston ACT 2611 |
|--|--|

**3. Books and Records**

|   |   |
|---|---|
| The Owners Corporation's books, records and corporate register can be inspected at: | Unit 43, 2nd Floor,<br>2 King Street<br>DEAKIN ACT 2600 |
|---|---|

#### 4. Insurance

- 4.1 Copies attached for each current insurance policy (eg. Public Liability, Building, Workers Compensation) Yes
- 4.2 Copy of Insurance Valuation attached Yes

#### 5. Reports & Contracts

- 5.1 Copy attached of current Sinking Fund Forecast Yes
- 5.2 Current Service Contracts Whittles Canberra Expiry 01/12/27 Yes

#### 6. Contributions

6a. Administrative fund - contributions payable by regular periodic instalments or lump sum (as determined under S78)

|                            |            |                            |   |        |                     |
|----------------------------|------------|----------------------------|---|--------|---------------------|
| Total Annual Contributions | \$1,840.00 | Number of instalments/year | 2 | Period | 01/12/25 - 30/11/26 |
|----------------------------|------------|----------------------------|---|--------|---------------------|

| Administration Fund  | Amount   | Due Date | Date Paid |
|----------------------|----------|----------|-----------|
| 01/12/25 to 31/05/26 | \$920.00 | 15/02/26 | 29/05/26  |
| 01/06/26 to 30/11/26 | \$920.00 | 15/07/26 | -         |

Amount (if any) outstanding: \$920.00

Amount (if any) in credit: N/A

6b. Sinking Fund - contributions payable by periodic instalments or lump sum (as determined under S89)

|                            |          |                            |   |        |                     |
|----------------------------|----------|----------------------------|---|--------|---------------------|
| Total Annual Contributions | \$486.00 | Number of instalments/year | 2 | Period | 01/12/25 - 30/11/26 |
|----------------------------|----------|----------------------------|---|--------|---------------------|

| Sinking Fund         | Amount   | Due Date | Date Paid |
|----------------------|----------|----------|-----------|
| 01/12/25 to 31/05/26 | \$243.00 | 15/02/26 | 29/05/26  |
| 01/06/26 to 30/11/26 | \$243.00 | 15/07/26 | -         |

Amount (if any) outstanding: \$243.00

Amount (if any) in credit: N/A

#### 7. Balance of funds for the owners corporation

Administrative Fund \$43,418.24CR

Sinking Fund \$53,966.15CR

**Special Notes**

Information to all Lots: - No information

This development is a Class A - Maintenance Guide is attached.

Has the developer control period expired? Yes

Has the Corporation borrowed money (details if applicable) No

Has the Corporation installed any sustainability infrastructure? No

Has the Corporation applied to the Planning Land Authority for an extension of the Crown Lease?

Expires 14/05/2118.

**The common seal of the Owners**

Units Plan 15685

Was hereunto affixed on 10/06/2026

in the presence of Whittles Canberra



A handwritten signature in black ink, appearing to be 'Matthew Lane', written over a horizontal line.

Matthew Lane  
Strata Manager

**PLEASE RETURN THIS SLIP IMMEDIATELY WHEN SETTLEMENT IS EFFECTED**

TO: Whittles Canberra  
PO Box 3208, Weston, ACT 2611  
email to - info.canberra@whittles.com.au

**SETTLEMENT DATE:** \_\_\_/\_\_\_/\_\_\_

**PURCHASERS NAME(S):**(Attach any extra purchasers details to this document)

|   |                      |
|---|----------------------|
| Purchaser 1:  | Purchaser 2:         |
| _____   | _____                |
| First & Second Names                                      | First & Second Names |
| _____   | _____                |
| Surname   | Surname              |
| (All names IN FULL and title required e.g.MS/MISS/MRS/MR) |                      |

**TELEPHONE NUMBERS:**

HOME: \_\_\_\_\_ WORK: \_\_\_\_\_  
MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**CORRESPONDENCE TO BE FORWARDED:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACCOUNTS TO BE FORWARDED:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Solicitor/Agent:  
Info Track  
L 8 / 135 KING STREET, SYDNEY

Units Plan 15685  
16 ALEX COLLEY CRESCENT & 221 JOHN GORTON DRIVE, WRIGHT  
Lot: 00025  
OWNER: Golden Horizon Property Pty Limited

# TAX INVOICE

10/06/2026

**Whittles Canberra**  
**ABN 39 634 756 031**  
**PO Box 3208**  
**WESTON ACT 2611**

Info Track  
L 8 / 135 KING STREET  
SYDNEY NSW 2000

**DESCRIPTION:**

Searching and completing document for provisions of Section 119 of the *Units Plan (Management) Act 2011*, Lot : 00025 at 16 ALEX COLLEY CRESCENT & 221 JOHN GORTON DRIVE, WRIGHT

Units Plan 15685

|               |               |          |      |
|---------------|---------------|----------|------|
| <b>FEE:</b>   | As prescribed | \$310.90 | PAID |
|               | Plus 10% GST  | \$31.09  | PAID |
| <b>TOTAL:</b> |               | \$342.00 | PAID |

**OWNER:** Golden Horizon Property Pty Limited

**EFT Payment:**

Whittles Canberra  
BSB - 185 300  
A/C - 304517394  
EFT Reference: Lot 25 Plan 15685  
Email remittance to: info.canberra@whittles.com.au

With Compliments

# 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 15685

**A2** Annual General Meeting

Date (or dates) of general meeting

at which the reduced quorum

decision or decisions were made 27.1.26

*Tick applicable box, or both boxes if applicable:*

Regularly Convened  Convened after

The general meeting was regularly **adjournment**

convened (not following any

adjournment under UTMA s3.9(3)

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

The general meeting was convened

following an adjournment or

Adjournments (under UTMA

s3.9 (3) or (6) (a), part 3.1, schedule 3).

**A3** Reduced quorum decisions

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

| Date of Decision | Full text of reduced quorum decision |
|------------------|--------------------------------------|
| 27.1.26          | See attached Minutes                 |
|                  |                                      |

**A4** Owners corporation declaration

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



Date: 27.1.26

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

NOTICE OF REDUCED QUORUM DECISIONS

**Part B** **General Information**

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

- A **reduced quorum** is a decision of a general meeting of the owners corporations made while a quorum (a **reduced quorum**) smaller than **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 s3.9 (1) (a), part 3.1, schedule 3).

There are 2 types of *reduced quorum*, 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 s3.9 (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 s3.9 (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 s3.9 (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 a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum 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** (UTMA 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) (UMTA s3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s3.11(3)-(5), part 3.1, schedule 3)

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

Reduced quorum decisions may be disallowed by petition (UTMA, s3.11 (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 s3.11 (4), part 3.1, schedule 3).

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

- A reduced-quorum 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 or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s3.11 (5), part 3.1, schedule 3).

# Minutes of the Annual General Meeting

Owners Corporation for THE OWNERS UNIT PLAN NO 15685

|                             |   |                          |                  |
|-----------------------------|---|--------------------------|------------------|
| <b>Meeting Date</b>         | Tuesday, 27 January 2026  |                          |                  |
| <b>Meeting Location</b>     | Whittles, Canberra Boardroom, Unit 43, 2nd Floor, 2 King Street, Deakin, ACT, 2600 and electronic meeting room. |                          |                  |
| <b>Time</b>                 | 06:00 PM  | Opened: 06:00 PM         | Closed: 07:10 PM |
| <b>Lots Represented</b>     | 00001   | N Kosec                  | Owner present    |
|                             | 00004   | T Pavlovic               | Owner present    |
|                             | 00009   | J N & L R Frasersmith    | Owner present    |
|                             | 00012   | Rui Yang                 | Electronic vote  |
|                             | 00017   | S Shaik                  | Owner present    |
|                             | 00018   | C R Wood                 | Owner present    |
|                             | 00019   | Beau Bunt                | Electronic vote  |
|                             | 00023   | V Vlachoulis & S Alexiou | Owner present    |
|                             | 00027   | P Azimi                  | Owner present    |
|                             | 00034   | A Skoric                 | Owner present    |
|                             | 00036   | A Daithankar             | Owner present    |
|                             | 00037   | G M & G P Duncan         | Owner present    |
| <b>By Proxy</b>             | Nil   |                          |                  |
| <b>Chairperson</b>          | T Pavlovic  |                          |                  |
| <b>Additional Attendees</b> | Matthew Lane representing Whittles Canberra Pty Ltd   |                          |                  |
| <b>Apologies</b>            | Nil.  |                          |                  |

|   |  |  |
|---|--|--|
| <b>Item 1</b>   |  |  |
| <b>Declaration of Interest</b>  |  |  |
| All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles Canberra Pty Ltd refers all Members to the Corporation's Agreement for disclosure of all its relevant interests. |  |  |
|   |  |  |

|   |                            |       |        |        |
|---|----------------------------|-------|--------|--------|
| <b>Motion 2</b>   |                            |       |        |        |
| <b>Alternate Voting Methods</b>   | <b>Ordinary Resolution</b> |       |        |        |
| That the Owners Corporation adopt electronic voting methods for this and all future General Meetings and Executive Committee Meetings, in accordance with Section 10 of the Unit Titles (Management) Regulation 2011. Voting methods include but are not limited to teleconference, video conference, email and other electronic means including online pre-voting. |                            |       |        |        |
| <b>Motion CARRIED.</b>  |                            |       |        |        |
| <b>VOTES</b>  | Yes: 12                    | No: 0 | Abs: 0 | Inv: 0 |

|   |                            |       |        |        |
|---|----------------------------|-------|--------|--------|
| <b>Motion 3</b>   |                            |       |        |        |
| <b>Confirmation of Minutes</b>  | <b>Ordinary Resolution</b> |       |        |        |
| That the minutes of the previous Annual General Meeting held on 10/2/25 be confirmed. |                            |       |        |        |
| <b>Motion CARRIED.</b>  |                            |       |        |        |
| <b>VOTES</b>  | Yes: 11                    | No: 0 | Abs: 1 | Inv: 0 |

|   |                            |       |        |        |
|---|----------------------------|-------|--------|--------|
| <b>Motion 4</b>   |                            |       |        |        |
| <b>Financial Statement</b>  | <b>Ordinary Resolution</b> |       |        |        |
| That the financial statement for the period 1/12/24 to 30/11/25 be adopted. |                            |       |        |        |
| <b>Motion CARRIED.</b>  |                            |       |        |        |
| <b>VOTES</b>  | Yes: 12                    | No: 0 | Abs: 0 | Inv: 0 |

|   |  |  |
|---|--|--|
| <b>Item 5</b>   |  |  |
| <b>Management Agreement</b>   |  |  |
| The current agreement in place expires 1/12/27.   |  |  |
| A copy of the agreement is available for viewing at <a href="http://www.whittles.com.au">www.whittles.com.au</a> through your owner portal. |  |  |
|   |  |  |

|   |                            |       |        |        |
|---|----------------------------|-------|--------|--------|
| <b>Motion 6</b>   |                            |       |        |        |
| <b>Insurance Renewal</b>  | <b>Ordinary Resolution</b> |       |        |        |
| That the Owners Corporation confirms the attached Insurance Summary Document and authorises MGA Insurance Brokers to market the insurance policy, with the sum insured to be increased by 5%. |                            |       |        |        |
| <b>Motion CARRIED.</b>  |                            |       |        |        |
| <b>VOTES</b>  | Yes: 11                    | No: 1 | Abs: 0 | Inv: 0 |

|   |                            |       |        |        |
|---|----------------------------|-------|--------|--------|
| <b>Motion 7</b>   |                            |       |        |        |
| <b>Fire Safety Review</b>   | <b>Ordinary Resolution</b> |       |        |        |
| That the Owners Corporation reviews the compliance of the common property fire safety measures by engaging an appropriately qualified contractor to ensure the common property equipment is maintained in accordance with the relevant standards. |                            |       |        |        |
| <b>Motion CARRIED.</b>  |                            |       |        |        |
| <b>VOTES</b>  | Yes: 12                    | No: 0 | Abs: 0 | Inv: 0 |

|   |                            |       |        |        |
|---|----------------------------|-------|--------|--------|
| <b>Motion 8</b>   |                            |       |        |        |
| <b>Maintenance Schedule/Plan</b>  | <b>Ordinary Resolution</b> |       |        |        |
| That the Owners Corporation notes the attached Maintenance Plan, confirms it has been reviewed and discussed, and agrees that appropriate maintenance requirements have been considered and budgeted for accordingly. |                            |       |        |        |
| <b>Motion CARRIED.</b>  |                            |       |        |        |
| <b>VOTES</b>  | Yes: 12                    | No: 0 | Abs: 0 | Inv: 0 |

|  |                            |       |        |        |
|--|----------------------------|-------|--------|--------|
| <b>Motion 9 Amended</b>  |                            |       |        |        |
| <b>Administration Fund Expenditure Budget</b>  | <b>Ordinary Resolution</b> |       |        |        |
| That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Administration Fund expenditure budget of \$117,700.00 be accepted. |                            |       |        |        |
| <b>Motion CARRIED.</b>   |                            |       |        |        |
| <b>VOTES</b>   | Yes: 11                    | No: 1 | Abs: 0 | Inv: 0 |

| Motion 10 Amended   |                            |       |        |        |
|---|----------------------------|-------|--------|--------|
| <b>Administration Fund Levy</b>   | <b>Ordinary Resolution</b> |       |        |        |
| <p>That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike an Administration Fund levy of \$115 000.00 for the period 1/12/25 to 30/11/26 to be contributed by members in accordance with their Unit Entitlements.</p> <p>Levies are to be paid half yearly in advance. This is a change from the previous levies.</p> <p>Levy due dates are 15.2.26 15.7.26.</p> |                            |       |        |        |
| <b>Motion CARRIED.</b>  |                            |       |        |        |
| <b>VOTES</b>  | Yes: 11                    | No: 1 | Abs: 0 | Inv: 0 |

| Motion 11   |                            |       |        |        |
|---|----------------------------|-------|--------|--------|
| <b>Sinking Fund Levy</b>  | <b>Ordinary Resolution</b> |       |        |        |
| <p>That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike a Sinking Fund levy of \$30,386.00 for the period 1/12/25 to 30/11/26 to be contributed by members in accordance with their Unit Entitlements.</p> <p>Levies are to be paid half yearly in advance. This is an increase from the previous levies.</p> <p>Levy due dates are 15.2.26 15.7.26.</p> |                            |       |        |        |
| <b>Motion CARRIED.</b>  |                            |       |        |        |
| <b>VOTES</b>  | Yes: 12                    | No: 0 | Abs: 0 | Inv: 0 |

***Owners are reminded that if they can not met there finical obligations to the body corporate, they should contact the Manager to request a payment plan.***

***The Manager can be contacted via email: [Mathew.lane@whittles.com.au](mailto:Mathew.lane@whittles.com.au)***

|   |                            |       |        |        |
|---|----------------------------|-------|--------|--------|
| <b>Motion 12</b>  |                            |       |        |        |
| <b>Debt Recovery</b>  | <b>Ordinary Resolution</b> |       |        |        |
| <p>In accordance with the Unit Titles (Management) Act 2011, Whittles Canberra Pty Ltd is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of the Owners Corporation who are in arrears, to recover overdue contributions and levies, penalties and recovery costs incurred.</p> <p>Fees charged by third party providers will be recovered from the debtor at cost per invoice.</p> |                            |       |        |        |
| <b>Motion CARRIED.</b>  |                            |       |        |        |
| <b>VOTES</b>  | Yes: 12                    | No: 0 | Abs: 0 | Inv: 0 |

|  |  |  |
|--|--|--|
| <b>Item 13</b>   |  |  |
| <b>Utility Supplies Review</b>   |  |  |
| <p>Whittles Standard Service Agreements include an annual review of common property utility supplies. This will be undertaken by Strata Utility Networks Australia Pty Ltd (if your building is eligible). They will implement any changes without charge where there is a benefit for the Body Corporate.</p> |  |  |
|  |  |  |

|  |  |  |
|--|--|--|
| <b>Item 14</b>   |  |  |
| <b>General Business</b>  |  |  |
| <p><b>Gardens and cleaners:</b> The Manager is to provide to the Executive Committee a completion report from when the gardeners and cleaners finish works at the complex.</p> <p><b>Fire Systems:</b> The fire system invoices are to be included with these minutes.</p> |  |  |
|  |  |  |

|   |  |  |
|---|--|--|
| <b>Election of Committee</b>  |  |  |
| <b>Election of Ordinary Member</b>  |  |  |
| N Kosec, TPavlovic C R Wood and V Vlachoulis form the Executive Committee for the year. |  |  |

Owners can update their personal details anytime via the **Whittles Owner Portal** at [www.whittles.com.au](http://www.whittles.com.au)

- Log in using your primary registered email address or mobile number.

For faster delivery, we recommend receiving all correspondence and account notices via email.

Whittles operates a 24/7 emergency maintenance line. For after-hours emergencies, call 02 5131 2600.

If you have another property you'd like Whittles to manage, please let your manager know.

# BUDGET

THE OWNERS UNIT PLAN NO 15685  
16 ALEX COLLEY CRESCENT & 221 JOHN GORTON DRIVE, WRIGHT

Year ending November 2026

## ADMINISTRATION FUND

|                              | Dec-Feb 26       | Mar-May 26       | Jun-Aug 26       | Sept-Nov 26      | Annual Total        |
|------------------------------|------------------|------------------|------------------|------------------|---------------------|
| <b>INCOME</b>                |                  |                  |                  |                  |                     |
| Contributions                | 57,500.00        | 0.00             | 57,500.00        | 0.00             | \$115,000.00        |
| Arrears                      | 24,099.25        | 0.00             | 0.00             | 0.00             | \$24,099.25         |
| Advances                     | -1,984.00        | -0.00            | -0.00            | -0.00            | -\$1,984.00         |
| <b>Total</b>                 | <b>79,615.25</b> | <b>0.00</b>      | <b>57,500.00</b> | <b>0.00</b>      | <b>\$137,115.25</b> |
| <b>EXPENDITURE</b>           |                  |                  |                  |                  |                     |
| Caretaking                   | 6,250.00         | 6,250.00         | 6,250.00         | 6,250.00         | \$25,000.00         |
| Common property              | 250.00           | 250.00           | 250.00           | 250.00           | \$1,000.00          |
| Electrical                   | 250.00           | 250.00           | 250.00           | 250.00           | \$1,000.00          |
| Fire systems                 | 750.00           | 750.00           | 750.00           | 750.00           | \$3,000.00          |
| Fire systems - Monitoring    | 1,000.00         | 1,000.00         | 1,000.00         | 1,000.00         | \$4,000.00          |
| Fire systems - Services      | 625.00           | 625.00           | 625.00           | 625.00           | \$2,500.00          |
| Garage                       | 250.00           | 250.00           | 250.00           | 250.00           | \$1,000.00          |
| Insurance - Renewal          | 0.00             | 0.00             | 0.00             | 35,000.00        | \$35,000.00         |
| Legal fees                   | 500.00           | 500.00           | 500.00           | 500.00           | \$2,000.00          |
| Management - Agreed Services | 4,550.00         | 4,550.00         | 4,550.00         | 4,550.00         | \$18,200.00         |
| Plumbing                     | 500.00           | 500.00           | 500.00           | 500.00           | \$2,000.00          |
| Rubbish                      | 1,250.00         | 1,250.00         | 1,250.00         | 1,250.00         | \$5,000.00          |
| Rubbish - Bins In / Out      | 2,750.00         | 2,750.00         | 2,750.00         | 2,750.00         | \$11,000.00         |
| Utilities - Electricity      | 750.00           | 750.00           | 750.00           | 750.00           | \$3,000.00          |
| Utilities - Water            | 1,000.00         | 1,000.00         | 1,000.00         | 1,000.00         | \$4,000.00          |
| <b>Total</b>                 | <b>20,675.00</b> | <b>20,675.00</b> | <b>20,675.00</b> | <b>55,675.00</b> | <b>\$117,700.00</b> |

## SINKING FUND

|               | Dec-Feb 26       | Mar-May 26  | Jun-Aug 26       | Sept-Nov 26 | Annual Total       |
|---------------|------------------|-------------|------------------|-------------|--------------------|
| <b>INCOME</b> |                  |             |                  |             |                    |
| Contributions | 15,193.00        | 0.00        | 15,193.00        | 0.00        | \$30,386.00        |
| Arrears       | 2,933.25         | 0.00        | 0.00             | 0.00        | \$2,933.25         |
| Advances      | -0.00            | -0.00       | -0.00            | -0.00       | -\$0.00            |
| <b>Total</b>  | <b>18,126.25</b> | <b>0.00</b> | <b>15,193.00</b> | <b>0.00</b> | <b>\$33,319.25</b> |

## CASH FLOW SUMMARY

|                                   | Dec-Feb 26 | Mar-May 26 | Jun-Aug 26 | Sept-Nov 26 | Annual Total |
|-----------------------------------|------------|------------|------------|-------------|--------------|
| <b><u>ADMINISTRATION FUND</u></b> |            |            |            |             |              |
| Opening Balance                   | 38,844.51  | 97,784.76  | 77,109.76  | 113,934.76  | \$38,844.51  |
| Add: Contributions                | 57,500.00  | 0.00       | 57,500.00  | 0.00        | \$115,000.00 |
| Add: Arrears                      | 24,099.25  | 0.00       | 0.00       | 0.00        | \$24,099.25  |
| Minus: Advances                   | 1,984.00   | 0.00       | 0.00       | 0.00        | \$1,984.00   |
| Minus: Expenditures               | 20,675.00  | 20,675.00  | 20,675.00  | 55,675.00   | \$117,700.00 |
| CLOSING BALANCE                   | 97,784.76  | 77,109.76  | 113,934.76 | 58,259.76   | \$58,259.76  |
| <b><u>SINKING FUND</u></b>        |            |            |            |             |              |
| Opening Balance                   | 39,932.00  | 58,058.25  | 58,058.25  | 73,251.25   | \$39,932.00  |
| Add: Contributions                | 15,193.00  | 0.00       | 15,193.00  | 0.00        | \$30,386.00  |
| Add: Arrears                      | 2,933.25   | 0.00       | 0.00       | 0.00        | \$2,933.25   |
| Minus: Advances                   | 0.00       | 0.00       | 0.00       | 0.00        | \$0.00       |
| Minus: Expenditures               | 0.00       | 0.00       | 0.00       | 0.00        | \$0.00       |
| CLOSING BALANCE                   | 58,058.25  | 58,058.25  | 73,251.25  | 73,251.25   | \$73,251.25  |

## CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement      1000  
 Number of Lots              40

|                                    | — Effective from 01/12/26 — | — Effective from 01/12/26 — |
|------------------------------------|-----------------------------|-----------------------------|
| <b>Lot Number</b>                  | <b>UE ADMIN Fund</b>        | <b>UE SINKING Fund</b>      |
| 22, 25, 26, 29, 30, 33, 34, 37, 38 | 16 <b>\$920</b>             | 16 <b>\$243</b>             |
| 21                                 | 17 <b>\$978</b>             | 17 <b>\$258</b>             |
| 40                                 | 22 <b>\$1,265</b>           | 22 <b>\$334</b>             |
| 32, 35, 36                         | 25 <b>\$1,438</b>           | 25 <b>\$380</b>             |
| 19, 20, 23, 24, 27, 28, 31         | 26 <b>\$1,495</b>           | 26 <b>\$395</b>             |
| 13, 14, 15, 16, 17, 18, 39         | 27 <b>\$1,553</b>           | 27 <b>\$410</b>             |
| 2, 3, 4, 5                         | 29 <b>\$1,668</b>           | 29 <b>\$441</b>             |
| 1, 8, 9, 10, 11                    | 31 <b>\$1,783</b>           | 31 <b>\$471</b>             |
| 6                                  | 32 <b>\$1,840</b>           | 32 <b>\$486</b>             |
| 7, 12                              | 34 <b>\$1,955</b>           | 34 <b>\$517</b>             |
| <b>HALF-YEARLY TOTAL</b>           | <b><u>\$57,510.00</u></b>   | <b><u>\$15,193.00</u></b>   |

# TAX INVOICE

**The Owners of Units Plan 15685. C/o Whittles Canberra**

**Property**

P-9204 16 Alex Colley Crescent, Wright, ACT - UP15685 (Atlas)

**Billing Period**

1st Dec 2024 - 31st Dec 2024

**Invoice Number**

INV-34918

**Reference**

-

**Date Issued**

5th December 2024

**Date Due**

2nd January 2025

Description of Works

P-9204 16 Alex Colley Crescent, Wright, ACT - UP15685 (Atlas)

Invoiced from 01/12/2024 to 31/12/2024

| Description                         | Quantity | Unit Price | Tax                  | Subtotal |
|-------------------------------------|----------|------------|----------------------|----------|
| Service, Inspection and Maintenance | 1.00     | \$179.17   | \$17.92              | \$179.17 |
|                                     |          |            | <b>Subtotal</b>      | \$179.17 |
|                                     |          |            | <b>Total GST</b>     | \$17.92  |
|                                     |          |            | <b>Invoice Total</b> | \$197.09 |

ABN

57 067 135 246

Payment instructions

Please EFT payment to Infinity Fire Protection Pty Ltd  
with the Invoice Number as  
a reference.

Please e-mail Remittance Advice to  
info@infinityfire.com.au

Direct Deposit details:

Bank: Westpac

Acc. Name: Infinity Fire Protection

BSB: 032 179

Acc. No: 164924

# TAX INVOICE

**The Owners of Units Plan 15685. C/o Whittles Canberra**

**Property**

P-9204 16 Alex Colley Crescent, Wright, ACT - UP15685 (Atlas)

**Quote Reference**

Q-16822

**Invoice Number**

INV-35541

**Reference**

-

**Date Issued**

6th January 2025

**Date Due**

3rd February 2025

**Description of Works**

P-9204 16 Alex Colley Crescent, Wright, ACT - UP15685 (Atlas)

As per accepted defect quote Q-16822 dated 21-07-2024.

| Description            | Quantity | Unit Price | Tax                  | Subtotal |
|------------------------|----------|------------|----------------------|----------|
| Materials - Electrical | 2.00     | \$261.62   | \$52.32              | \$523.24 |
|                        |          |            | <b>Subtotal</b>      | \$523.24 |
|                        |          |            | <b>Total GST</b>     | \$52.32  |
|                        |          |            | <b>Invoice Total</b> | \$575.56 |

**ABN**

57 067 135 246

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with the Invoice Number as  
a reference.

Please e-mail Remittance Advice to  
info@infinityfire.com.au

**Direct Deposit details:**

Bank: Westpac

Acc. Name: Infinity Fire Protection

BSB: 032 179

Acc. No: 164924

# TAX INVOICE

**The Owners of Units Plan 15685. C/o Whittles Canberra**

**Property**

P-9204 16 Alex Colley Crescent, Wright, ACT - UP15685 (Atlas)

**Quote Reference**

Q-17844

**Invoice Number**

INV-35542

**Reference**

A1047761

**Date Issued**

6th January 2025

**Date Due**

3rd February 2025

**Description of Works**

P-9204 16 Alex Colley Crescent, Wright, ACT - UP15685 (Atlas)

As per accepted defect quote Q-17844 dated 17-09-2024.

**Technician note**

Attended site 20/9/24 9:30

Isolated ASE

Checked history for faults.

On the morning of the 14/9/24 there was a power shut down that caused a main fail fault on the panel.

The panel has powered up since and is in normal operation

Removed ASE isolation

Left site.

| Description  | Quantity | Unit Price | Tax                  | Subtotal |
|--------------|----------|------------|----------------------|----------|
| Service Call | 1.00     | \$236.00   | \$23.60              | \$236.00 |
|              |          |            | <b>Subtotal</b>      | \$236.00 |
|              |          |            | <b>Total GST</b>     | \$23.60  |
|              |          |            | <b>Invoice Total</b> | \$259.60 |

ABN

57 067 135 246

**Payment instructions**

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with the Invoice Number as  
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info@infinityfire.com.au

The Owners of Units Plan 15685. C/o Whittles Canberra  
16 Alex Colley Crescent, Wright, ACT - UP15685 (Atlas)



Direct Deposit details:

Bank: Westpac

Acc. Name: Infinity Fire Protection

BSB: 032 179

Acc. No: 164924

# TAX INVOICE

**The Owners of Units Plan 15685. C/o Whittles Canberra**

**Property**

P-9204 16 Alex Colley Crescent, Wright, ACT - UP15685 (Atlas)

**Quote Reference**

Q-17844

**Invoice Number**

INV-35542

**Reference**

A1047761

**Date Issued**

6th January 2025

**Date Due**

3rd February 2025

**Description of Works**

P-9204 16 Alex Colley Crescent, Wright, ACT - UP15685 (Atlas)

As per accepted defect quote Q-17844 dated 17-09-2024.

**Technician note**

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The panel has powered up since and is in normal operation

Removed ASE isolation

Left site.

| Description  | Quantity | Unit Price | Tax                  | Subtotal |
|--------------|----------|------------|----------------------|----------|
| Service Call | 1.00     | \$236.00   | \$23.60              | \$236.00 |
|              |          |            | <b>Subtotal</b>      | \$236.00 |
|              |          |            | <b>Total GST</b>     | \$23.60  |
|              |          |            | <b>Invoice Total</b> | \$259.60 |

ABN

57 067 135 246

**Payment instructions**

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The Owners of Units Plan 15685. C/o Whittles Canberra  
16 Alex Colley Crescent, Wright, ACT - UP15685 (Atlas)



Direct Deposit details:

Bank: Westpac

Acc. Name: Infinity Fire Protection

BSB: 032 179

Acc. No: 164924

# TAX INVOICE

**The Owners of Units Plan 15685. C/o Whittles Canberra**

**Property**

P-9204 16 Alex Colley Crescent, Wright, ACT - UP15685 (Atlas)

**Billing Period**

1st Jan 2025 - 31st Jan 2025

**Invoice Number**

INV-35850

**Reference**

-

**Date Issued**

10th January 2025

**Date Due**

7th February 2025

Description of Works

P-9204 16 Alex Colley Crescent, Wright, ACT - UP15685 (Atlas)

Invoiced from 01/01/2025 to 31/01/2025

| Description                         | Quantity | Unit Price | Tax                  | Subtotal |
|-------------------------------------|----------|------------|----------------------|----------|
| Service, Inspection and Maintenance | 1.00     | \$179.17   | \$17.92              | \$179.17 |
|                                     |          |            | <b>Subtotal</b>      | \$179.17 |
|                                     |          |            | <b>Total GST</b>     | \$17.92  |
|                                     |          |            | <b>Invoice Total</b> | \$197.09 |

ABN

57 067 135 246

Payment instructions

Please EFT payment to Infinity Fire Protection Pty Ltd  
with the Invoice Number as  
a reference.

Please e-mail Remittance Advice to  
info@infinityfire.com.au

Direct Deposit details:

Bank: Westpac

Acc. Name: Infinity Fire Protection

BSB: 032 179

Acc. No: 164924

# TAX INVOICE

**The Owners of Units Plan 15685. C/o Whittles Canberra**

**Property**

P-9204 16 Alex Colley Crescent, Wright, ACT - UP15685 (Atlas)

**Billing Period**

1st Feb 2025 - 28th Feb 2025

**Invoice Number**

INV-36988

**Reference**

-

**Date Issued**

10th February 2025

**Date Due**

10th March 2025

Description of Works

P-9204 16 Alex Colley Crescent, Wright, ACT - UP15685 (Atlas)

Invoiced from 01/02/2025 to 28/02/2025

| Description                         | Quantity | Unit Price | Tax                  | Subtotal |
|-------------------------------------|----------|------------|----------------------|----------|
| Service, Inspection and Maintenance | 1.00     | \$179.17   | \$17.92              | \$179.17 |
|                                     |          |            | <b>Subtotal</b>      | \$179.17 |
|                                     |          |            | <b>Total GST</b>     | \$17.92  |
|                                     |          |            | <b>Invoice Total</b> | \$197.09 |

ABN

57 067 135 246

Payment instructions

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with the Invoice Number as  
a reference.

Please e-mail Remittance Advice to  
info@infinityfire.com.au

Direct Deposit details:

Bank: Westpac

Acc. Name: Infinity Fire Protection

BSB: 032 179

Acc. No: 164924

# TAX INVOICE

**The Owners of Units Plan 15685. C/o Whittles Canberra**

**Property**

P-9204 16 Alex Colley Crescent, Wright, ACT - UP15685 (Atlas)

**Billing Period**

1st Mar 2025 - 31st Mar 2025

**Invoice Number**

INV-38973

**Reference**

-

**Date Issued**

7th April 2025

**Date Due**

5th May 2025

Description of Works

P-9204 16 Alex Colley Crescent, Wright, ACT - UP15685 (Atlas)

Invoiced from 01/03/2025 to 31/03/2025

| Description                         | Quantity | Unit Price | Tax                  | Subtotal |
|-------------------------------------|----------|------------|----------------------|----------|
| Service, Inspection and Maintenance | 1.00     | \$179.17   | \$17.92              | \$179.17 |
|                                     |          |            | <b>Subtotal</b>      | \$179.17 |
|                                     |          |            | <b>Total GST</b>     | \$17.92  |
|                                     |          |            | <b>Invoice Total</b> | \$197.09 |

ABN

57 067 135 246

Payment instructions

Please EFT payment to Infinity Fire Protection Pty Ltd  
with the Invoice Number as  
a reference.

Please e-mail Remittance Advice to  
info@infinityfire.com.au

Direct Deposit details:

Bank: Westpac

Acc. Name: Infinity Fire Protection

BSB: 032 179

Acc. No: 164924

# TAX INVOICE

**The Owners of Units Plan 15685. C/o Whittles Canberra**

**Property**

P-9204 16 Alex Colley Crescent, Wright, ACT - UP15685 (Atlas)

**Billing Period**

1st Apr 2025 - 30th Apr 2025

**Invoice Number**

INV-39009

**Reference**

-

**Date Issued**

7th April 2025

**Date Due**

5th May 2025

Description of Works

P-9204 16 Alex Colley Crescent, Wright, ACT - UP15685 (Atlas)

Invoiced from 01/04/2025 to 30/04/2025

| Description                         | Quantity | Unit Price | Tax                  | Subtotal |
|-------------------------------------|----------|------------|----------------------|----------|
| Service, Inspection and Maintenance | 1.00     | \$179.17   | \$17.92              | \$179.17 |
|                                     |          |            | <b>Subtotal</b>      | \$179.17 |
|                                     |          |            | <b>Total GST</b>     | \$17.92  |
|                                     |          |            | <b>Invoice Total</b> | \$197.09 |

ABN

57 067 135 246

Payment instructions

Please EFT payment to Infinity Fire Protection Pty Ltd  
with the Invoice Number as  
a reference.

Please e-mail Remittance Advice to  
info@infinityfire.com.au

Direct Deposit details:

Bank: Westpac

Acc. Name: Infinity Fire Protection

BSB: 032 179

Acc. No: 164924

# TAX INVOICE

**The Owners of Units Plan 15685. C/o Whittles Canberra**

**Property**

P-9204 16 Alex Colley Crescent, Wright, ACT - UP15685 (Atlas)

**Billing Period**

1st May 2025 - 31st May 2025

**Invoice Number**

INV-39867

**Reference**

-

**Date Issued**

6th May 2025

**Date Due**

3rd June 2025

Description of Works

P-9204 16 Alex Colley Crescent, Wright, ACT - UP15685 (Atlas)

Invoiced from 01/05/2025 to 31/05/2025

| Description                         | Quantity | Unit Price | Tax                  | Subtotal |
|-------------------------------------|----------|------------|----------------------|----------|
| Service, Inspection and Maintenance | 1.00     | \$179.17   | \$17.92              | \$179.17 |
|                                     |          |            | <b>Subtotal</b>      | \$179.17 |
|                                     |          |            | <b>Total GST</b>     | \$17.92  |
|                                     |          |            | <b>Invoice Total</b> | \$197.09 |

ABN

57 067 135 246

Payment instructions

Please EFT payment to Infinity Fire Protection Pty Ltd

with the Invoice Number as

a reference.

Please e-mail Remittance Advice to

info@infinityfire.com.au

Direct Deposit details:

Bank: Westpac

Acc. Name: Infinity Fire Protection

BSB: 032 179

Acc. No: 164924

# TAX INVOICE

**The Owners of Units Plan 15685. C/o Whittles Canberra**

**Property**

P-9204 16 Alex Colley Crescent, Wright, ACT - UP15685 (Atlas)

**Billing Period**

1st Jun 2025 - 30th Jun 2025

**Invoice Number**

INV-41238

**Reference**

-

**Date Issued**

4th June 2025

**Date Due**

2nd July 2025

Description of Works

P-9204 16 Alex Colley Crescent, Wright, ACT - UP15685 (Atlas)

Invoiced from 01/06/2025 to 30/06/2025

| Description                         | Quantity | Unit Price | Tax                  | Subtotal |
|-------------------------------------|----------|------------|----------------------|----------|
| Service, Inspection and Maintenance | 1.00     | \$179.17   | \$17.92              | \$179.17 |
|                                     |          |            | <b>Subtotal</b>      | \$179.17 |
|                                     |          |            | <b>Total GST</b>     | \$17.92  |
|                                     |          |            | <b>Invoice Total</b> | \$197.09 |

ABN

57 067 135 246

Payment instructions

Please EFT payment to Infinity Fire Protection Pty Ltd  
with the Invoice Number as  
a reference.

Please e-mail Remittance Advice to  
info@infinityfire.com.au

Direct Deposit details:

Bank: Westpac

Acc. Name: Infinity Fire Protection

BSB: 032 179

Acc. No: 164924

# TAX INVOICE

**The Owners of Units Plan 15685. C/o Whittles Canberra**

**Property**

P-9204 16 Alex Colley Crescent, Wright, ACT - UP15685 (Atlas)

**Billing Period**

1st Jul 2025 - 31st Jul 2025

**Invoice Number**

INV-42579

**Reference**

-

**Date Issued**

4th July 2025

**Date Due**

1st August 2025

Description of Works

P-9204 16 Alex Colley Crescent, Wright, ACT - UP15685 (Atlas)

Invoiced from 01/07/2025 to 31/07/2025

| Description                         | Quantity | Unit Price | Tax                  | Subtotal |
|-------------------------------------|----------|------------|----------------------|----------|
| Service, Inspection and Maintenance | 1.00     | \$179.17   | \$17.92              | \$179.17 |
|                                     |          |            | <b>Subtotal</b>      | \$179.17 |
|                                     |          |            | <b>Total GST</b>     | \$17.92  |
|                                     |          |            | <b>Invoice Total</b> | \$197.09 |

ABN

57 067 135 246

Payment instructions

Please EFT payment to Infinity Fire Protection Pty Ltd  
with the Invoice Number as  
a reference.

Please e-mail Remittance Advice to  
info@infinityfire.com.au

Direct Deposit details:

Bank: Westpac

Acc. Name: Infinity Fire Protection

BSB: 032 179

Acc. No: 164924

# TAX INVOICE

**The Owners of Units Plan 15685. C/o Whittles Canberra**

**Property**

P-9204 16 Alex Colley Crescent, Wright, ACT - UP15685 (Atlas)

**Billing Period**

1st Aug 2025 - 31st Aug 2025

**Invoice Number**

INV-44354

**Reference**

-

**Date Issued**

6th August 2025

**Date Due**

3rd September 2025

Description of Works

P-9204 16 Alex Colley Crescent, Wright, ACT - UP15685 (Atlas)

Invoiced from 01/08/2025 to 31/08/2025

| Description                         | Quantity | Unit Price | Tax                  | Subtotal |
|-------------------------------------|----------|------------|----------------------|----------|
| Service, Inspection and Maintenance | 1.00     | \$179.17   | \$17.92              | \$179.17 |
|                                     |          |            | <b>Subtotal</b>      | \$179.17 |
|                                     |          |            | <b>Total GST</b>     | \$17.92  |
|                                     |          |            | <b>Invoice Total</b> | \$197.09 |

ABN

57 067 135 246

Payment instructions

Please EFT payment to Infinity Fire Protection Pty Ltd  
with the Invoice Number as  
a reference.

Please e-mail Remittance Advice to  
info@infinityfire.com.au

Direct Deposit details:

Bank: Westpac

Acc. Name: Infinity Fire Protection

BSB: 032 179

Acc. No: 164924

# TAX INVOICE

**The Owners of Units Plan 15685. C/o Whittles Canberra**

**Property**

P-9204 16 Alex Colley Crescent, Wright, ACT - UP15685 (Atlas)

**Billing Period**

1st Sep 2025 - 30th Sep 2025

**Invoice Number**

INV-46195

**Reference**

-

**Date Issued**

5th September 2025

**Date Due**

3rd October 2025

Description of Works

P-9204 16 Alex Colley Crescent, Wright, ACT - UP15685 (Atlas)

Invoiced from 01/09/2025 to 30/09/2025

| Description                         | Quantity | Unit Price | Tax                  | Subtotal |
|-------------------------------------|----------|------------|----------------------|----------|
| Service, Inspection and Maintenance | 1.00     | \$179.17   | \$17.92              | \$179.17 |
|                                     |          |            | <b>Subtotal</b>      | \$179.17 |
|                                     |          |            | <b>Total GST</b>     | \$17.92  |
|                                     |          |            | <b>Invoice Total</b> | \$197.09 |

ABN

57 067 135 246

Payment instructions

Please EFT payment to Infinity Fire Protection Pty Ltd  
with the Invoice Number as  
a reference.

Please e-mail Remittance Advice to  
info@infinityfire.com.au

Direct Deposit details:

Bank: Westpac

Acc. Name: Infinity Fire Protection

BSB: 032 179

Acc. No: 164924

# TAX INVOICE

**The Owners of Units Plan 15685. C/o Whittles Canberra**

**Property**

P-9204 16 Alex Colley Crescent, Wright, ACT - UP15685 (Atlas)

**Billing Period**

1st Oct 2025 - 31st Oct 2025

**Invoice Number**

INV-48280

**Reference**

-

**Date Issued**

15th October 2025

**Date Due**

12th November 2025

Description of Works

P-9204 16 Alex Colley Crescent, Wright, ACT - UP15685 (Atlas)

Invoiced from 1st Oct 2025 to 31st Oct 2025

| Description                         | Quantity | Unit Price | Tax                  | Subtotal |
|-------------------------------------|----------|------------|----------------------|----------|
| Service, Inspection and Maintenance | 1.00     | \$179.17   | \$17.92              | \$179.17 |
|                                     |          |            | <b>Subtotal</b>      | \$179.17 |
|                                     |          |            | <b>Total GST</b>     | \$17.92  |
|                                     |          |            | <b>Invoice Total</b> | \$197.09 |

ABN

57 067 135 246

Payment instructions

Please EFT payment to Infinity Fire Protection Pty Ltd  
with the Invoice Number as  
a reference.

Please e-mail Remittance Advice to  
info@infinityfire.com.au

Direct Deposit details:

Bank: Westpac

Acc. Name: Infinity Fire Protection

BSB: 032 179

Acc. No: 164924

# TAX INVOICE

**The Owners of Units Plan 15685. C/o Whittles Canberra**

**Property**

P-9204 16 Alex Colley Crescent, Wright, ACT - UP15685 (Atlas)

**Billing Period**

1st Nov 2025 - 30th Nov 2025

**Invoice Number**

INV-49394

**Reference**

-

**Date Issued**

6th November 2025

**Date Due**

4th December 2025

Description of Works

P-9204 16 Alex Colley Crescent, Wright, ACT - UP15685 (Atlas)

Invoiced from 1st Nov 2025 to 30th Nov 2025

| Description                         | Quantity | Unit Price | Tax                  | Subtotal |
|-------------------------------------|----------|------------|----------------------|----------|
| Service, Inspection and Maintenance | 1.00     | \$179.17   | \$17.92              | \$179.17 |
|                                     |          |            | <b>Subtotal</b>      | \$179.17 |
|                                     |          |            | <b>Total GST</b>     | \$17.92  |
|                                     |          |            | <b>Invoice Total</b> | \$197.09 |

ABN

57 067 135 246

Payment instructions

Please EFT payment to Infinity Fire Protection Pty Ltd  
with the Invoice Number as  
a reference.

Please e-mail Remittance Advice to  
info@infinityfire.com.au

Direct Deposit details:

Bank: Westpac

Acc. Name: Infinity Fire Protection

BSB: 032 179

Acc. No: 164924

# Tax Invoice



Johnson Controls Australia Pty Ltd A.B.N.29 002 968 103

PJ Property 1 Pty Ltd  
c/o ACT CMS  
Unit 43, 2nd Floor  
2 King St.  
DEAKIN ACT 2600

Account Enquiry 1300 360 575  
Page 1 of 1  
Invoice Date 07/10/2025  
Customer No. 200002673  
Date Due 06/11/2025  
Invoice No. 1157458  
PO No.

| Service Period               | Details   | Months | Unit Cost | Total             |
|------------------------------|---|--------|-----------|-------------------|
| 05/10/2025 - 04/10/2026      | ATLAS<br>221 JOHN GORTON DRIVE<br>WRIGHT<br>Fire Alarm Monitoring | 12.00  | \$139.33  | \$1,671.96        |
| <b>Sub Total</b>             |   |        |           | <b>\$1,671.96</b> |
| <b>G.S.T</b>                 |   |        |           | <b>\$167.20</b>   |
| <b>G.S.T Inclusive Total</b> |   |        |           | <b>\$1,839.16</b> |

Customer A.B.N.: 62 628 160 789

For account queries email [fm.au.credit@jci.com](mailto:fm.au.credit@jci.com)



EFT payment to:  
Bank: Westpac BSB: 034-003 Account: 439751  
Remit to: [fm.au.accounts@jci.com](mailto:fm.au.accounts@jci.com)

Johnson Controls  
Suite 401, Level 4, 123 Epping Road, Macquarie Park NSW 2113, Australia  
[www.johnsoncontrols.com/en\\_au/fire-detection/fire-monitoring](http://www.johnsoncontrols.com/en_au/fire-detection/fire-monitoring)

**Customer No.** 200002673  
**Date Due** 06/11/2025  
**Invoice No.** 1157458  
**Amount Due** \$1,839.16

# Tax Invoice



Johnson Controls Australia Pty Ltd A.B.N.29 002 968 103

PJ Property 1 Pty Ltd  
c/o ACT CMS  
Unit 43, 2nd Floor  
2 King St.  
DEAKIN ACT 2600

Account Enquiry 1300 360 575  
Page 1 of 1  
Invoice Date 07/10/2025  
Customer No. 200002673  
Date Due 06/11/2025  
Invoice No. 1157458  
PO No.

| Service Period          | Details   | Months | Unit Cost                    | Total             |
|-------------------------|---|--------|------------------------------|-------------------|
| 05/10/2025 - 04/10/2026 | ATLAS<br>221 JOHN GORTON DRIVE<br>WRIGHT<br>Fire Alarm Monitoring | 12.00  | \$139.33                     | \$1,671.96        |
|                         |   |        | <b>Sub Total</b>             | <b>\$1,671.96</b> |
|                         |   |        | <b>G.S.T</b>                 | <b>\$167.20</b>   |
|                         |   |        | <b>G.S.T Inclusive Total</b> | <b>\$1,839.16</b> |

Customer A.B.N.: 62 628 160 789

For account queries email [fm.au.credit@jci.com](mailto:fm.au.credit@jci.com)



EFT payment to:  
Bank: Westpac BSB: 034-003 Account: 439751  
Remit to: [fm.au.accounts@jci.com](mailto:fm.au.accounts@jci.com)

Johnson Controls  
Suite 401, Level 4, 123 Epping Road, Macquarie Park NSW 2113, Australia  
[www.johnsoncontrols.com/en\\_au/fire-detection/fire-monitoring](http://www.johnsoncontrols.com/en_au/fire-detection/fire-monitoring)

**Customer No.** 200002673  
**Date Due** 06/11/2025  
**Invoice No.** 1157458  
**Amount Due** \$1,839.16

# 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 15685

**A2** Annual General Meeting

Date (or dates) of general meeting

at which the reduced quorum

decision or decisions were made 10.2.25

*Tick applicable box, or both boxes if applicable:*

Regularly Convened  Convened after

The general meeting was regularly convened (not following any adjournment under UTMA s3.9(3) or (6) (a), part 3.1, schedule 3). **adjournment**  
The general meeting was convened following an adjournment or Adjournments (under UTMA s3.9 (3) or (6) (a), part 3.1, schedule 3).

**A3** Reduced quorum decisions

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

| Date of Decision | Full text of reduced quorum decision |
|------------------|--------------------------------------|
| 10.2.25          | See attached Minutes                 |
|                  |                                      |

**A4** Owners corporation declaration

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



Date: 11.2.25

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

#### NOTICE OF REDUCED QUORUM DECISIONS

##### Part B General Information

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

- A **reduced quorum** is a decision of a general meeting of the owners corporations made while a quorum (a **reduced quorum**) smaller than **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 s3.9 (1) (a), part 3.1, schedule 3).

There are 2 types of **reduced quorum**, 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 s3.9 (2), part 3.1, schedule3).
- 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 s3.9 (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 s3.9 (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 a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum 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** (UTMA 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**) (UMTA s3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s3.11(3)-(5), part3.1, schedule 3)

###### B3 How many reduced quorum decisions be disallowed?

Reduced quorum decisions may be disallowed by petition (UTMA, s3.11 (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 s3.11 (4), part 3.1, schedule 3).

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

- A reduced-quorum 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 or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s3.11 (5), part 3.1, schedule 3).

# Minutes of the Annual General Meeting

Owners Corporation for THE OWNERS UNIT PLAN NO 15685

|                             |   |                       |                  |
|-----------------------------|---|-----------------------|------------------|
| <b>Meeting Date</b>         | Monday, 10 February 2025  |                       |                  |
| <b>Meeting Location</b>     | Whittles, Canberra Boardroom, Unit 43, 2nd Floor, 2 King Street, Deakin, ACT, 2600 and via electronic meeting room. |                       |                  |
| <b>Time</b>                 | 05:00 PM  | Opened: 05:05 PM      | Closed: 05:45 PM |
| <b>Lots Represented</b>     | 00004   | T Pavlovic            | Owner present    |
|                             | 00009   | J N & L R Frasersmith | Owner present    |
|                             | 00016   | Regine Capili         | Electronic vote  |
|                             | 00018   | Charlene Wood         | Electronic vote  |
|                             | 00024   | M P Mifsud            | Owner present    |
|                             | 00034   | A Skoric              | Owner present    |
|                             | 00037   | G M & G P Duncan      | Owner present    |
| <b>By Proxy</b>             | Nil.  |                       |                  |
| <b>Chairperson</b>          | A Skoric  |                       |                  |
| <b>Additional Attendees</b> | Matthew Lane representing Whittles Canberra Pty Ltd<br>Michael Marais representing Whittles Canberra Pty Ltd        |                       |                  |
| <b>Apologies</b>            |   |                       |                  |

|   |  |  |
|---|--|--|
| <b>Item 1</b>   |  |  |
| <b>Declaration of Interest (Advice)</b>   |  |  |
| All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles Canberra Pty Ltd refers all Members to the Corporation's Agreement for disclosure of all its relevant interests. |  |  |
|   |  |  |

|  |                            |       |        |        |
|--|----------------------------|-------|--------|--------|
| <b>Motion 2</b>  |                            |       |        |        |
| <b>Confirmation of Minutes</b>   | <b>Ordinary Resolution</b> |       |        |        |
| That the minutes of the previous Annual General Meeting held on 8/1/24 be confirmed. |                            |       |        |        |
| <b>Motion CARRIED.</b>   |                            |       |        |        |
| <b>VOTES</b>   | Yes : 6                    | No: 1 | Abs: 0 | Inv: 0 |

|   |                            |       |        |        |
|---|----------------------------|-------|--------|--------|
| <b>Motion 3</b>   |                            |       |        |        |
| <b>Financial Statement</b>  | <b>Ordinary Resolution</b> |       |        |        |
| That the financial statement for the period 1/12/23 to 30/11/24 be adopted. |                            |       |        |        |
| <b>Motion CARRIED.</b>  |                            |       |        |        |
| <b>VOTES</b>  | Yes : 6                    | No: 1 | Abs: 0 | Inv: 0 |

|   |                            |       |        |        |
|---|----------------------------|-------|--------|--------|
| <b>Motion 4</b>   |                            |       |        |        |
| <b>Management Agreement</b>   | <b>Ordinary Resolution</b> |       |        |        |
| That in accordance with the Unit Titles (Management) Act 2011, the Owners Corporation appoint Whittles Canberra Pty Ltd as per the attached Management Agreement. |                            |       |        |        |
| <b>Motion CARRIED.</b>  |                            |       |        |        |
| <b>VOTES</b>  | Yes : 6                    | No: 1 | Abs: 0 | Inv: 0 |

|   |                            |       |        |        |
|---|----------------------------|-------|--------|--------|
| <b>Motion 5</b>   |                            |       |        |        |
| <b>Insurance Renewal</b>  | <b>Ordinary Resolution</b> |       |        |        |
| That the existing insurance cover held by the Corporation be marketed by MGA Insurance Brokers prior to renewal. The building sum insured be increased by 5% upon renewal.  |                            |       |        |        |
| The Manager provided an update on the defect claim currently underway. A claim has been lodged with QBE insurance for building defects at the complex, The insurance assessor for QBE insurance will be attending the complex on the 17 and the 18 <sup>th</sup> of February 2025 to assess all items raised by owners. Owners can contact Whittles if they have further queries. |                            |       |        |        |
| <b>Motion CARRIED.</b>  |                            |       |        |        |
| <b>VOTES</b>  | Yes : 7                    | No: 0 | Abs: 0 | Inv: 0 |

|   |                            |       |        |        |
|---|----------------------------|-------|--------|--------|
| <b>Motion 6</b>   |                            |       |        |        |
| <b>Fire Safety Review</b>   | <b>Ordinary Resolution</b> |       |        |        |
| That the Owners Corporation reviews the compliance of the common property fire safety measures by engaging an appropriately qualified contractor to ensure the common property equipment is maintained in accordance with the relevant standards. |                            |       |        |        |
| <b>Motion CARRIED.</b>  |                            |       |        |        |
| <b>VOTES</b>  | Yes : 7                    | No: 0 | Abs: 0 | Inv: 0 |

|   |                            |       |        |        |
|---|----------------------------|-------|--------|--------|
| <b>Motion 7</b>   |                            |       |        |        |
| <b>Maintenance Schedule/Plan</b>  | <b>Ordinary Resolution</b> |       |        |        |
| That in accordance with the Unit Titles (Management) Act 2011, the Owners Corporation reviews the maintenance schedule and will consider the recommended maintenance requirements for the year.<br><br>The Manager is to provide a copy of the Maintenance Plan to the Executive Committee. |                            |       |        |        |
| <b>Motion CARRIED.</b>  |                            |       |        |        |
| <b>VOTES</b>  | Yes : 7                    | No: 0 | Abs: 0 | Inv: 0 |

|  |                            |       |        |        |
|--|----------------------------|-------|--------|--------|
| <b>Motion 8</b>  |                            |       |        |        |
| <b>Administration Fund Expenditure Budget</b>  | <b>Ordinary Resolution</b> |       |        |        |
| That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Administration Fund expenditure budget of \$130,000.00 be accepted. |                            |       |        |        |
| <b>Motion CARRIED.</b>   |                            |       |        |        |
| <b>VOTES</b>   | Yes : 5                    | No: 1 | Abs: 1 | Inv: 0 |

|   |                            |       |        |        |
|---|----------------------------|-------|--------|--------|
| <b>Motion 9</b>   |                            |       |        |        |
| <b>Sinking Fund Expenditure Budget</b>  | <b>Ordinary Resolution</b> |       |        |        |
| That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Sinking Fund expenditure budget of \$1,222.00 be accepted. |                            |       |        |        |
| <b>Motion CARRIED.</b>  |                            |       |        |        |
| <b>VOTES</b>  | Yes : 5                    | No: 1 | Abs: 1 | Inv: 0 |

|   |                            |       |        |        |
|---|----------------------------|-------|--------|--------|
| <b>Motion 10</b>  |                            |       |        |        |
| <b>Administration Fund Levy</b>   | <b>Ordinary Resolution</b> |       |        |        |
| That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike an Administration Fund levy of \$130,000.00 for the period 1/12/24 to 30/11/25 to be contributed by members in accordance with their Unit Entitlements. |                            |       |        |        |
| Levies are to be paid half yearly in advance. This is an increase from the previous levies.   |                            |       |        |        |
| <b>Levy due dates are 15/03/2025 &amp; 15/07/2025.</b>  |                            |       |        |        |
| <b>Motion CARRIED.</b>  |                            |       |        |        |
| <b>VOTES</b>  | Yes : 5                    | No: 1 | Abs: 1 | Inv: 0 |

|  |                            |       |        |        |
|--|----------------------------|-------|--------|--------|
| <b>Motion 11</b>   |                            |       |        |        |
| <b>Sinking Fund Levy</b>   | <b>Ordinary Resolution</b> |       |        |        |
| That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike a Sinking Fund levy of \$22,272.00 for the period 1/12/24 to 30/11/25 to be contributed by members in accordance with their Unit Entitlements. |                            |       |        |        |
| Levies are to be paid half yearly in advance. This is an increase from the previous levies.  |                            |       |        |        |
| <b>Levy due dates are 15/03/2025 &amp; 15/07/2025.</b>   |                            |       |        |        |
| <b>Motion CARRIED.</b>   |                            |       |        |        |
| <b>VOTES</b>   | Yes : 5                    | No: 1 | Abs: 1 | Inv: 0 |

|   |  |  |
|---|--|--|
| <b>Item 12</b>  |  |  |
| <b>Financial Audit (Advice)</b>   |  |  |
| <p>Due to the Owners Corporation consisting of less than 100 units and having an annual turnover of less than \$250,000 per annum, there is no requirement under the Unit Titles (Management) Act 2011 to have a financial audit carried out.</p> |  |  |
|   |  |  |

|   |                            |       |        |        |
|---|----------------------------|-------|--------|--------|
| <b>Motion 13</b>  |                            |       |        |        |
| <b>Debt Recovery</b>  | <b>Ordinary Resolution</b> |       |        |        |
| <p>In accordance with the Unit Titles (Management) Act 2011, Whittles Canberra Pty Ltd is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of the Owners Corporation who are in arrears, to recover overdue contributions and levies, penalties and recovery costs incurred.</p> <p>Fees charged by third party providers will be recovered from the debtor at cost per invoice.</p> |                            |       |        |        |
| <b>Motion CARRIED.</b>  |                            |       |        |        |
| <b>VOTES</b>  | Yes : 6                    | No: 1 | Abs: 0 | Inv: 0 |

|  |  |  |
|--|--|--|
| <b>Item 14</b>   |  |  |
| <b>General Business</b>  |  |  |
| <p><b>Building Defects:</b> The Owner's Corporation engaged Peak Consulting to complete a report on the defects on common property. This can be found and viewed on the Owners Portal.</p> <p><b>Cover over doors:</b> The Manager is to provide to the executive committee a quote for the installation of a cover over the common property doors of the apartment block.</p> |  |  |
|  |  |  |

|   |
|---|
| <b>Election of Committee</b>  |
| <b>Election of Ordinary Member</b>  |
| T Pavlovic, M P Mifsud, A Skoric, G P Duncan have been elected to the Executive Committee for the year. |

**Owners are able to access & update their personal details through the Whittles Owner Portal online.**

To access your account go to [www.whittles.com.au](http://www.whittles.com.au) and login using either your registered mobile number or email address.

***\* Please note that Whittles recommends receiving all correspondence and account notices via email for timely delivery.***

***If you have another property, you'd like to consider for management by Whittles, please let your manager know so we can arrange a proposal.***

# BUDGET

THE OWNERS UNIT PLAN NO 15685  
16 ALEX COLLEY CRESCENT, WRIGHT

Year ending November 2025

## ADMINISTRATION FUND

|                                      | Dec-Feb 25       | Mar-May 25       | Jun-Aug 25       | Sept-Nov 25      | Annual Total               |
|--------------------------------------|------------------|------------------|------------------|------------------|----------------------------|
| <b>INCOME</b>                        |                  |                  |                  |                  |                            |
| Contributions                        | 65,000.00        | 0.00             | 65,000.00        | 0.00             | \$130,000.00               |
| Arrears                              | 7,266.80         | 0.00             | 0.00             | 0.00             | \$7,266.80                 |
| Advances                             | -5,232.30        | -0.00            | -0.00            | -0.00            | <u>-\$5,232.30</u>         |
| <b>Total</b>                         | <b>67,034.50</b> | <b>0.00</b>      | <b>65,000.00</b> | <b>0.00</b>      | <b><u>\$132,034.50</u></b> |
| <b>EXPENDITURE</b>                   |                  |                  |                  |                  |                            |
| Caretaking                           | 6,250.00         | 6,250.00         | 6,250.00         | 6,250.00         | \$25,000.00                |
| Common property                      | 925.00           | 925.00           | 925.00           | 925.00           | \$3,700.00                 |
| Electrical                           | 250.00           | 250.00           | 250.00           | 250.00           | \$1,000.00                 |
| Fire systems                         | 750.00           | 750.00           | 750.00           | 750.00           | \$3,000.00                 |
| Fire systems - Services              | 625.00           | 625.00           | 625.00           | 625.00           | \$2,500.00                 |
| Garage                               | 250.00           | 250.00           | 250.00           | 250.00           | \$1,000.00                 |
| Insurance - Renewal                  | 0.00             | 0.00             | 0.00             | 50,000.00        | \$50,000.00                |
| Management - Additional services fee | 500.00           | 500.00           | 500.00           | 500.00           | \$2,000.00                 |
| Management - Agreed Services         | 4,200.00         | 4,200.00         | 4,200.00         | 4,200.00         | \$16,800.00                |
| Plumbing                             | 500.00           | 500.00           | 500.00           | 500.00           | \$2,000.00                 |
| Rubbish                              | 1,250.00         | 1,250.00         | 1,250.00         | 1,250.00         | \$5,000.00                 |
| Rubbish - Bins In / Out              | 2,750.00         | 2,750.00         | 2,750.00         | 2,750.00         | \$11,000.00                |
| Utilities - Electricity              | 750.00           | 750.00           | 750.00           | 750.00           | \$3,000.00                 |
| Utilities - Water                    | 1,000.00         | 1,000.00         | 1,000.00         | 1,000.00         | <u>\$4,000.00</u>          |
| <b>Total</b>                         | <b>20,000.00</b> | <b>20,000.00</b> | <b>20,000.00</b> | <b>70,000.00</b> | <b><u>\$130,000.00</u></b> |

## SINKING FUND

|                      | Dec-Feb 25       | Mar-May 25    | Jun-Aug 25       | Sept-Nov 25   | Annual Total              |
|----------------------|------------------|---------------|------------------|---------------|---------------------------|
| <b>INCOME</b>        |                  |               |                  |               |                           |
| Contributions        | 11,136.00        | 0.00          | 11,136.00        | 0.00          | \$22,272.00               |
| Arrears              | 568.55           | 0.00          | 0.00             | 0.00          | \$568.55                  |
| Advances             | -0.00            | -0.00         | -0.00            | -0.00         | <u>-\$0.00</u>            |
| <b>Total</b>         | <b>11,704.55</b> | <b>0.00</b>   | <b>11,136.00</b> | <b>0.00</b>   | <b><u>\$22,840.55</u></b> |
| <b>EXPENDITURE</b>   |                  |               |                  |               |                           |
| Capital improvements | 305.50           | 305.50        | 305.50           | 305.50        | <u>\$1,222.00</u>         |
| <b>Total</b>         | <b>305.50</b>    | <b>305.50</b> | <b>305.50</b>    | <b>305.50</b> | <b><u>\$1,222.00</u></b>  |

## CASH FLOW SUMMARY


|                                   | Dec-Feb 25 | Mar-May 25 | Jun-Aug 25 | Sept-Nov 25 | Annual Total        |
|-----------------------------------|------------|------------|------------|-------------|---------------------|
| <b><u>ADMINISTRATION FUND</u></b> |            |            |            |             |                     |
| Opening Balance                   | 8,820.78   | 55,855.28  | 35,855.28  | 80,855.28   | <b>\$8,820.78</b>   |
| Add: Contributions                | 65,000.00  | 0.00       | 65,000.00  | 0.00        | <b>\$130,000.00</b> |
| Add: Arrears                      | 7,266.80   | 0.00       | 0.00       | 0.00        | <b>\$7,266.80</b>   |
| Minus: Advances                   | 5,232.30   | 0.00       | 0.00       | 0.00        | <b>\$5,232.30</b>   |
| Minus: Expenditures               | 20,000.00  | 20,000.00  | 20,000.00  | 70,000.00   | <b>\$130,000.00</b> |
| CLOSING BALANCE                   | 55,855.28  | 35,855.28  | 80,855.28  | 10,855.28   | <b>\$10,855.28</b>  |
| <b><u>SINKING FUND</u></b>        |            |            |            |             |                     |
| Opening Balance                   | 17,656.00  | 29,055.05  | 28,749.55  | 39,580.05   | <b>\$17,656.00</b>  |
| Add: Contributions                | 11,136.00  | 0.00       | 11,136.00  | 0.00        | <b>\$22,272.00</b>  |
| Add: Arrears                      | 568.55     | 0.00       | 0.00       | 0.00        | <b>\$568.55</b>     |
| Minus: Advances                   | 0.00       | 0.00       | 0.00       | 0.00        | <b>\$0.00</b>       |
| Minus: Expenditures               | 305.50     | 305.50     | 305.50     | 305.50      | <b>\$1,222.00</b>   |
| CLOSING BALANCE                   | 29,055.05  | 28,749.55  | 39,580.05  | 39,274.55   | <b>\$39,274.55</b>  |

## CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement      1000  
 Number of Lots              40

|                                    | — Effective from 01/12/24 — | — Effective from 01/12/24 — |
|------------------------------------|-----------------------------|-----------------------------|
| <b>Lot Number</b>                  | <b>UE ADMIN Fund</b>        | <b>UE SINKING Fund</b>      |
| 22, 25, 26, 29, 30, 33, 34, 37, 38 | 16 <b>\$1,040</b>           | 16 <b>\$178</b>             |
| 21                                 | 17 <b>\$1,105</b>           | 17 <b>\$189</b>             |
| 40                                 | 22 <b>\$1,430</b>           | 22 <b>\$245</b>             |
| 32, 35, 36                         | 25 <b>\$1,625</b>           | 25 <b>\$278</b>             |
| 19, 20, 23, 24, 27, 28, 31         | 26 <b>\$1,690</b>           | 26 <b>\$290</b>             |
| 13, 14, 15, 16, 17, 18, 39         | 27 <b>\$1,755</b>           | 27 <b>\$301</b>             |
| 2, 3, 4, 5                         | 29 <b>\$1,885</b>           | 29 <b>\$323</b>             |
| 1, 8, 9, 10, 11                    | 31 <b>\$2,015</b>           | 31 <b>\$345</b>             |
| 6                                  | 32 <b>\$2,080</b>           | 32 <b>\$356</b>             |
| 7, 12                              | 34 <b>\$2,210</b>           | 34 <b>\$379</b>             |
| <b>HALF-YEARLY TOTAL</b>           | <b><u>\$65,000.00</u></b>   | <b><u>\$11,138.00</u></b>   |

## STRATA MANAGEMENT AGREEMENT

|   |   |  |              |
|---|---|--|--------------|
| <b>THE OWNERS – UNITS PLAN</b> 15685<br>ABN 57167541124   |   | <b>Owners Corporation</b> ATLAS<br>Address: 16 Alex Colley Crescent, WRIGHT ACT 2611 |              |
|   |   |  |              |
| <b>NAME OF AGENT:</b> Whittles Canberra Pty Ltd (trading as Whittles)                                       |   |  |              |
| <b>ABN:</b> 39634756031 <b>Address</b> Unit 43 / 2 King Street, Deakin ACT 2600                             |   |  |              |
| Telephone: 02 5131 2600   |   |  |              |
| <b>PARTICULARS:</b>   |   |  |              |
| <b>Commencement Date</b>  | 01/12/2024  |  |              |
| <b>Initial Term</b>   | 3 Years   |  |              |
| <b>Management Fee</b>   | \$16,800.00   |  | Inc GST      |
| <b>Agreed Services</b>  | Services set out in Attachment A to this Agreement.                                 |  |              |
| <b>Additional Services</b>  | Services set out in Schedule B to this Agreement.                                   |  |              |
| <b>Additional Services Fees</b>   | Services set out in Schedule C to this Agreement.                                   |  |              |
| <b>Units Plan</b>   | 15685   |  |              |
| <b>Payment Method</b>   | Monthly in advance.   |  |              |
| <b>Annual Fee Review at Annual General Meeting</b>  | By negotiation  |  |              |
|   |   |  |              |
| <b>EXECUTED BY:</b>   |   |  |              |
| <b>Owners Corporation</b>   |   |  |              |
| The common seal of the Owners Corporation was affixed on:   |   |  |              |
| in the presence of the following persons authorised in accordance with the rules of the Owners Corporation: |   |  |              |
| Signature   | Signature   |  |              |
| Name  | Name  |  |              |
| Position  | Position  |  |              |
| <b>Agent</b>  |   |  |              |
| Executed by _____ in accordance with Section 127 of the Corporations Act 2001:                              |   |  |              |
| Signature of a Manager  |  | Signature Name   | Matthew Lane |



*Please refer to AGM Minutes dated 10/02/2025 for approval*

## 1 DEFINITIONS

In this Agreement:

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

**Additional Services** means the services set out in Schedule B to this Agreement.

**Agreement** means this agreement and includes any annexure or schedule to it.

**Common Property** means that part of the Units Plan which comprises the common property as defined in section 13 of the Act.

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

**GST** has the meaning given to it in the GST Act.

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

**Non-Standard Work** means any work which is not Standard Work.

**Office Hours** means between 9:00 am and 5:00 pm Monday to Friday, excluding public holidays.

**Standard Work** means:

- a) construction work as necessary to maintain the integrity of the building.
- b) general maintenance works, including but not limited to: lawn mowing; gardening; window cleaning and painting.
- c) minor maintenance repairs, including but not limited to repair and replacement of leaking pipes; replacing pavers and tiles; and lock replacement and repair.
- d) annual inspection, notifications and maintenance required for essential fire safety equipment.
- e) pest management treatments (excluding fumigation).
- f) lift, travelator, or escalator maintenance; and
- g) renewal of plant registrations in accordance with the requirements of the WHS Act and WHS Regulation,  
provided however:
  - h) if any of these works require a principal contractor (as defined under the WHS Act 2011 and WHS Regulation 2011 to be appointed then the works will be Non-Standard Work; and
  - i) if there is any inconsistency between Standard Work and Non-Standard Work, the work will be interpreted as Non-Standard Work.

**WHS Act** means the *Work Health & Safety Act 2011* (ACT).

**WHS Regulation** means the *Work Health & Safety Regulation 2011* (ACT).

## 2 WARRANTIES AND ACKNOWLEDGEMENT

- a) The Owners Corporation warrants that it has resolved and had authority to enter into the Agreement.
- b) The Agent warrants that the Agent holds a real estate agent's licence under the *Agents Act 2003* (ACT) and the licence will be maintained while the Agreement is in force.

## 3 APPOINTMENT OF THE AGENT

The Owners Corporation appoints the Agent, and the Agent accepts the appointment, to perform the Agreed Services and any Additional Services which may be agreed to by the Agent, on the terms and conditions set out in this Agreement.

## 4 TERM OF APPOINTMENT

Upon the expiry of the Initial Term and each subsequent term, this Agreement will automatically be extended for a further 12-month period, up to a maximum term of three years, unless terminated in accordance with clause 9.

## **5 DUTIES OF THE AGENT**

- a) The Agent will use all reasonable endeavours to perform the Agreed Services in a proper and skilful manner. The Agreed Services are included in the Management Fee.
- b) The Agent may, if requested by the Owners Corporation, agree to perform the Additional Services for an additional fee as set out in Schedule C to this Agreement.
- c) In carrying out the Agreed Services, and when requested the Additional Services, the Agent will comply with and carry out all reasonable and lawful directions of the Owners Corporation.
- d) The Agent must take out and maintain public liability insurance in respect of an act or omission of the Agent in the performance of the Agreed Services and Additional Services as set out in the Management Act.

## **6 DUTIES OF THE OWNERS CORPORATION**

The Owners Corporation will:

- a) pay the Management Fee and Additional Service Fees in accordance with clause 8;
- b) provide the Agent with copies of all documents reasonably necessary to enable the Agent to carry out the Agreed Services and Additional Services (where requested).
- c) nominate a representative to be the point of contact with the Agent and ensure, to the extent reasonably practicable, all communications are directed through that person.
- d) as and when requested by the Agent, effect all necessary service agreements for equipment normally the subject of a service agreement; and
- e) pay (or reimburse the Agent) for all disbursements including venue hire, materials and parts used or supplied, or third-party contractors reasonably engaged, in carrying out the Agreed Services or Additional Services.

## **7 THIRD PARTY CONTRACTORS**

- a) The Owners Corporation authorises the Agent to, on behalf of the Owners Corporation, engage any third-party contractors reasonably necessary to provide the Agreed Services (or part of them) or, where requested, the Additional Services.
- b) Except in the case of an emergency or where the work is within the Limit of Expenditure, the Agent will obtain agreement from the Owners Corporation prior to engaging any third-party contractors.
- c) The Owners Corporation agrees to reimburse the Agent for all costs associated with those third-party contractors.

## **8 PAYMENT OF FEES**

- a) The Management Fee and Additional Services Fees are payable in accordance with the Payment Method, upon receipt of a tax invoice from the Agent.
- b) The Management Fee and Additional Services Fees will be increased according to the Fee Review Method on and from each anniversary of the Commencement Date.

## **9 TERMINATION**

Subject to Clause 4 (Term) of this Agreement, this Agreement terminates on the earlier of:-

- a) The End Date: When a notice is served under Clause 4 (Term) or Clause 9 (Termination) of this Agreement; or
- b) If the parties mutually agree, at any time during the Term.
- c) The Manager may terminate this Agreement by giving 30 days written notice to the Corporation.
- d) The Corporation may terminate this Agreement in accordance with the Act.
- e) The Corporation must pay to the Manager promptly all amounts due to the Manager under this Agreement at the date of termination.
- f) Provided the Manager receives all amounts due to it, the Manager must deliver the records of the Corporation to the Committee Nominee, together with control of the Corporation Bank Account within thirty (30) days of the date of termination, or such other period as required by the Act, if any.

## **10 DISCLOSURE**

**The Agent may receive rebates, commissions, or discounts from third party suppliers. All such rebates, commissions or discounts that are in place at the date of this Agreement are set out in Schedule D to this Agreement or as otherwise notified in writing to the Owners Corporation from time to time.**

## **11 LIMITATION AND INDEMNITY**

- a) The Owners Corporation acknowledges that the Agent is providing management services only and is not obliged nor qualified to provide specialised advice such as legal or accounting advice. The Agent may, as reasonably necessary and subject to instructions from the Owners Corporation, engage suitably qualified experts to provide any necessary advice.
- b) Both the Agent and the Owners Corporation will take out and maintain public liability insurance policies as required by the Unit Titles (Management) Act 2011.
- c) The Owners Corporation releases and indemnifies the Agent from (however caused):
  - i) any loss or damage arising out of a breach of the rules of the Owners Corporation (as defined in the Management Act), the Act, the Management Act or any other contract or law by any unit owner, tenant, visitor, invitee, licensee or contractor on the Common Property or any of the units in the Units Plan;
  - ii) any injury or death of any person on the Common Property or any of the units in the Units Plan.
  - iii) any claim made against the Agent by any third party arising out of the Agent's provision of the Agreed Services or the Additional Services; and
  - iv) any loss or damage to property of the Agent on the Common Property or any of the units in the Units Plan,except where the loss or damage was directly caused solely by the negligence or wilful breach of this Agreement by the Agent.

## **12 TRANSFER**

- a) The Agent cannot transfer its rights under this Agreement without the written consent of the Owners Corporation, which consent will not be unreasonably withheld, if the Agent satisfies the Owners Corporation that the proposed transferee and associates are fit and proper persons and have the qualifications, competence and expertise to perform the Agreed Services and Additional Services at a fee not greater than the current Management Fee and Additional Services Fees.
- b) The Owner's Corporation must advise the Agent of its decision whether to approve a proposed transfer within 30 days after receiving from the Agent the information reasonably necessary to make the decision.
- c) If the Owners Corporation approves the transfer, the Owners Corporation, the Agent and the transferee must enter into a transfer agreement.

## **13 WORK HEALTH & SAFETY**

- a) The parties agree that they each have a shared duty, and each must comply with their respective due diligence obligations under the WHS Act 2011 and WHS Regulation 2011 and relevant coded of practice.
- b) Subject to the provisions of the WHS Act and the WHS Regulation, the appointment of the Agent by the Owner's Corporation under this Agreement does not constitute the appointment of the Agent as a principal contractor within the meaning of regulation 293 of the WHS Regulation 2011.

## **14 GST**

- a) Words or expressions used in this clause 14, or elsewhere in this Agreement that are defined in the GST Act have the same meaning in this Agreement.
- b) All amounts expressed in this Agreement are inclusive of GST.
- c) If the Agent incurs a liability to pay GST regarding a supply to the Owners Corporation pursuant to this Agreement, the fees that the Owners Corporation must pay to the Agent for that supply is increased by an amount equal to the GST liability that the Agent incurs in making the supply and that amount is payable at the same time as the fees are payable in respect of that supply before that increase.

## **15 NOTICES**

Notices can be given by any one of the following means:

- a) by sending it by pre-paid post or delivering it by hand to the address specified in this Agreement for the party, and in either case the notice will be deemed to be received on the day following delivery that is not a weekend or a public holiday in the Australian Capital Territory; or
- b) by sending it by facsimile transmission to the facsimile number of the party, in which case the notice will be deemed to be received when the facsimile has been successfully transmitted; or
- c) by sending it by email to the email address notified by the other party, in which case the notice will be deemed to be received the day the email is sent.

## **17 SERVICE CONTRACTORS**

Where the Owners Corporation enters into an Agreement with a Service Contractor nominated by the Agent, the Agent will qualify the Service Contractor to comply with WHS Legislation and codes of practice of the mandatory regulations and be covered by public liability insurance appropriate to the functions carried out by the Service Contractor.

## **SCHEDULE A – AGREED SERVICES**

The following services are the Agreed Services and includes all time reasonably necessary to perform the services listed EXCEPT THAT where a service or task is specifically listed as an Additional Service in Schedule B or where a rate is specified for the service or task in Schedule C, it does not form part of the Agreed Services.

### **ACCOUNTING**

- Managing the funds of the Owners Corporation, including:
  - paying invoices on behalf of Owners Corporation (e.g. for water charges, rates, maintenance and Agent's fees and expenses under this Agreement)
  - paying disbursements and expenses incurred in the connection with the Agent's management under this Agreement.
  - establishing and maintaining the trust account in accordance with the provisions of the *Agents Act 2003 (ACT)*; and
  - issuing levy notices for standard levies.
- Preparing, and (where applicable) filing, accounts and budgets, including:
  - financial statements for each executive committee meeting.
  - provide statutory reconciled accounts including balance sheet, statement of income and expenditure and levy status report.
  - financial statements and levy status report as and when reasonably required for general meetings.
  - prepare administrative fund budget and arrange for sinking fund budget; and
  - manage administrative fund and sinking fund.

### **INSURANCE**

- Assisting the Owners Corporation in arranging insurance as required under the Management Act, including:
  - arranging, on instructions, valuations for new policies or renewals as required; and
  - obtaining quotes as requested.
- On request from the Owners Corporation, preparing and lodging routine insurance claims. Note that where preparation and lodgement of the insurance claim takes more than 60 minutes, the claim is not routine and will be an Additional Service.

### **SECRETARIAL**

- Maintaining the corporate register and minute book including electronic rolls.
- Providing access to the corporate register to allow for the inspection of records in accordance with section 116 of the Management Act.
- Maintaining an up-to-date correspondence file.
- Recording and retaining notices received by the Owners Corporation under Section 115 of the Management Act.
- Maintaining and administering the use of the common seal.
- Attending to routine communication with the executive committee or unit owners via fax, email, verbal, letter etc.

### **MEETINGS**

- Preparing and distributing notices of annual general meetings.
- Attending annual general meetings held at the Agent's premises (or other venues by agreement), including after hours' (commenced by 5.00 pm and concluded by 6.30 pm) attendance except where the Units Plan consists of 10 or fewer units in which case all meetings will be held during office hours.
- Preparing and distributing minutes of annual general meetings.
- Arranging venue for meetings where necessary.

### **RULES**

- Answering routine queries about rights and obligations of the Owners Corporation and individual unit owners.

## REPAIRS & MAINTENANCE

- Arranging for appropriately qualified and insured contractors to undertake Standard Work, routine repairs to and maintenance of the Common Property (without consent if the works are within the Limit of Expenditure).
- Advising the Owners Corporation of any correspondence, reports, enquiries, or complaints regarding the Common Property. This includes advising the Owners Corporation of any matters brought to the Agent's attention regarding parts of the Common Property that are unsafe or in need of repair but does not extend to an obligation to perform inspections of the Common Property.
- After hours contact between the hours of 5.00 pm and 7.00 am on 02 5131 2600. If a call-out is required, this will be an Additional Service.

### ATTACHMENT – A

The Attachment provides a summary of the Services and whether they are included as Agreed Services (Schedule A).

|   |          |
|---|----------|
| Preparation of financial statements including profit & loss and balance sheet to year end.  | Included |
| Produce proposed annual budget and email to EC  | Included |
| Produce proposed annual budget and hold a pre-Annual General Meeting with EC to finalise.   | Included |
| In conjunction with EC prepare agenda for Annual General Meeting  | Included |
| After EC have approved proposed budget and agenda, send Annual General Meeting notice with agenda, budget, and associated forms to all owners.    | Included |
| Attend Annual General Meeting   | Included |
| Take minutes of Annual General meeting if EC secretary does not do so.  | Included |
| Distribute minutes to chairman for revisions  | Included |
| Distribute minutes to owners  | Included |
| Distribute levy notices.  | Included |
| Collect levies  | Included |
| Send reminders to late payers   | Included |
| Arrange insurance reviews   | Included |
| Lodge routine Insurance Claims  | Included |
| Maintain bank accounts  | Included |
| Arrange quotations for services required under the Unit Titles (Management) Act 2011 (e.g. sinking fund reports, building maintenance plans etc.) | Included |
| Maintain the Corporate Register   | Included |
| Arrange routine repairs and maintenance.  | Included |
| Make routine payments to contractors.   | Included |
| Arrange routine repairs and maintenance.  | Included |
| Make routine payments to contractors upon approval by the EC.   | Included |
| Instigate collection procedures against non-payers.   | Included |
| Register and upload Body Corporate information onto Whittles operating system   | Included |

|   |          |
|---|----------|
| Establish all user licences for owners to access and connect to the data base | Included |
| Cyber Technology and Security Defence Layers                                  | Included |
| Data Security Defence Systems   | Included |
| Provide Access to Electronic Online voting                                    | Included |
| Printing, copying, stationery, telephone, postage, IT, software, archive.     | Included |

## **SCHEDULE B – ADDITIONAL SERVICES**

### **EXECUTIVE COMMITTEE MEETINGS**

- Preparing and distributing notices of executive committee meetings.
- Attending executive committee meetings.
- Preparing and distributing minutes of executive committee meetings.

### **GENERAL MEETINGS OTHER THAN THE ANNUAL GENERAL MEETING**

- Preparing and distributing notices of additional general meetings.
- Attending additional general meetings.
- Preparing and distributing minutes of additional general meetings.

### **REPAIRS AND MAINTENANCE**

- Arranging building inspections and reports for non-routine maintenance and Non-Standard Work.
- Arranging (including, as directed, obtaining quotes, liaising with contractors or executing contracts) for appropriately qualified and insured contractors to undertake non-routine repairs and maintenance and Non-Standard Work (without consent if the works are within the Limit of Expenditure).
- Attending to out of hours call outs.

### **INSURANCE**

- Preparing and lodging non-routine insurance claims (in excess of 60 mins per claim).
- Administering claims and other activities involved in minimisation of loss, liaison with loss adjustors and other related activities.
- Preparing and lodging insurance claims and other related activities with Insurance Brokers other than MGA Insurance Brokers Pty Ltd.

### **RULES**

- Issuing and serving notice to comply with the rules.

### **ACCOUNTING**

- GST related activities (including BAS preparation and lodgement).
- Preparation and lodgement of any annual tax return required by law;
- Assisting an auditor if applicable.
- Monitoring and arrange recovery of levy arrears which have been outstanding for more than 30 days.

### **UNIT TITLE CERTIFICATES**

- Providing unit title certificates in accordance with section 119 of the Management Act or attending to requisitions.

### **GENERAL**

- Initiate debt recovery action for all outstanding levies as required.
- Representing the Owners Corporation in tribunal or court proceedings.

- Briefing solicitors or representing the Owners Corporation in any disputes (including mediation, adjudication, arbitration, tribunal, or court proceedings).
- Briefing solicitors in relation to provision of non-dispute related advice.
- Assisting the Executive Committee in drafting, amending, or reviewing the rules of the Owners Corporation as defined in the Management Act.
- Assisting the Owner's Corporation in the renewal of lease or change in units of entitlement.
- Assisting the Owner's Corporation in changing the lease purpose clause
- Any other services requested by the Owner's Corporation, (which are not Agreed Services) that can be provided by the Agent.

### SCHEDULE C – ADDITIONAL SERVICES RATES

#### Additional Service Rates - Professional & Administration Fees\*

| No. | Item  | Charge per unit (GST Incl) | Unit                                 |
|-----|---|----------------------------|--------------------------------------|
| 1.  | Prepare & distribute notices of Executive Committee meetings  | \$110.00                   | Per hour<br>Minimum charge of 1 hour |
| 2.  | Attend executive committee meetings during office hours   | \$185.00                   | Per hour<br>Minimum charge of 1 hour |
| 3.  | Attend executive committee meetings outside office hours  | \$220.00                   | Per hour<br>Minimum charge of 1 hour |
| 4.  | Prepare & distribute executive committee meeting minutes to all owners for meetings   | \$110.00                   | Per hour<br>Minimum charge of 1 hour |
| 5.  | Prepare & distribute notice of general or extraordinary meeting (other than the annual general meeting)   | \$110.00                   | Per hour<br>Minimum charge of 1 hour |
| 6.  | Attend general or extraordinary meetings during office hours (other than the annual general meeting)  | \$185.00                   | Per hour<br>Minimum charge of 1 hour |
| 7.  | Attend general or extraordinary meetings outside office hours (other than the annual general meeting)   | \$220.00                   | Per hour<br>Minimum charge of 1 hour |
| 8.  | Prepare & distribute minutes of general or extraordinary meeting (other than the annual general meeting)  | \$110.00                   | Per hour<br>Minimum charge of 1 hour |
| 9.  | Attending meeting with executive committee or contractors during office hours   | \$185.00                   | Per hour<br>Minimum charge of 1 hour |
| 10. | Attending meeting with executive committee or contractors outside office hours (weekdays)   | \$220.00                   | Per hour<br>Minimum charge of 1 hour |
| 11. | Prepare and lodge non-routine insurance claims which take more than 60 minutes to prepare   | \$220.00                   | Per hour charged in 15 min intervals |
| 12. | Administering insurance claims and other activities involved in minimisation of loss, liaison with loss adjustors and other related activities. | \$185.00                   | Per hour charged in 15 min intervals |
| 13. | Additional financial reports or reports prepared to specific requirements   | \$185.00                   | Per hour charged in 15 min intervals |
| 14. | Assist auditor in providing accounts and records for audit  | \$150.00                   | Per hour charged in 15 min intervals |
| 15. | Public Officer Compliance   | \$165.00                   | GST Registered groups only           |
| 16. | Issue levy notice – non-standard ie: special levy notice  | \$5.50                     | Per owner                            |
| 17. | Provide information to solicitors in relation to applications for mediation, adjudication and/or tribunal orders                                | \$185.00                   | Per hour charged in 15 min intervals |
| 18. | ACT Civil & Administrative Tribunal and/or Court documentation/appearance   | \$220.00                   | Per hour charged in 15 min intervals |

|    |  |                      |   |
|----|--|----------------------|---|
| 19 | Assist the executive committee in drafting Rules, amendments to Rules, & Rules reviews                 | \$150.00             | Per hour charged in 15 min intervals  |
| 20 | Issue non-standard communication i.e.: notice to all owners/residents, issue of house rules etc        | \$110.00             | Per hour (Minimum Charge \$55.00)   |
| 21 | Renewal of lease or change in units of entitlement   | \$250.00             | Per unit. A minimum charge of \$2,000.00 (plus costs)   |
| 22 | Change to lease purpose clause   | \$185.00             | Per hour charged in 15 min intervals  |
| 23 | Adjourned/other meeting charge   | \$185.00<br>\$220.00 | Per hour or part thereof during business hours<br>Per hour or part thereof after hours  |
| 24 | After hours call out   | \$250.00             | Per hour or part thereof (plus travel time)   |
| 25 | Lodgement of taxation return   | \$275.00             | Per return  |
| 26 | Lodgement of quarterly BAS   | \$275.00             | Per statement   |
| 27 | Attending to other GST or tax related activities   | \$185.00             | Per hour charged in 15 min intervals  |
| 28 | Term Deposit - External Funds Investment Maintenance   | \$55.00              | Per deposit per annum   |
| 29 | Term Deposit – External Funds Setup Investment   | \$65.00              | To set up   |
| 30 | Section 119 certificates and requisitions  | *\$332.00            | At cost (paid by the applicant)<br>*Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011. |
| 31 | Updated Section 119 certificates (outside of 4 months)   | *\$165.00            | At cost (paid by the applicant)<br>*Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011. |
| 32 | Book inspection  | *\$126.00            | At cost (paid by the applicant)<br>*Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011. |
| 33 | Levy arrears notices (to be recharged to defaulting owner):  | \$44.00              | Final Notice  |
| 34 | Issuing of Article infringement notices (to be recharged to defaulting owner)                          | \$185.00<br>\$185.00 | Per letter – 1 <sup>st</sup> Infringement Notice<br>Per letter – Any Subsequent/Final Notices   |
| 35 | Assistance with management of building defects   | \$185.00             | Per hour charged in 15 min intervals  |
| 36 | Major project coordination (i.e.: roof replacement, internal/external painting, fence replacement etc) | \$180.00             | Per hour charged in 15 min intervals  |
| 37 | Handover and Exit Fee  | \$10.00              | Per lot (minimum charge \$500)  |

These fees have been negotiated between the parties to agreement the **owner's unit plan no: ==**  
**Date:==**

## SCHEDULE D – DISCLOSURE SCHEDULE

1. The Owners Corporation acknowledges that the Manager will refer all insurances via MGA Insurance Brokers Pty Ltd unless otherwise directed by the Owners Corporation.
- 1.1 This arrangement does not oblige the Owners Corporation to utilise MGA Insurance Brokers Pty Ltd and the Owners Corporation are free to direct their chosen insurance through their nominated insurance broker or insurance agent.
- 1.2 The Agent may receive rebates, commissions, or discounts from third party suppliers. All such rebates, commissions or discounts that are in place at the date of this Agreement are set out in Clause 10 or as otherwise notified in writing to the Owners Corporation from time to time.
- 1.3 Supplier - MGA Insurance Brokers Pty Ltd  
Amount of commission - 55% on commissions and brokerage earned by MGA Insurance Brokers Pty Ltd
- 1.4 Providers that are associates of the Manager and the nature of the relationship.
  - (a) Name of Company:  
MGA Insurance Brokers Pty Ltd  
ABN 29 008 096 277  
Relationship: Various Common Shareholders
  - (b) Name of Company:  
Millennium Underwriting Agencies Pty Ltd  
ABN 38 079 194 095  
Relationship: Various Common Shareholders
  - (c) Name of Company  
Swiftaccess Pty Ltd  
ABN 19 165 827 565  
Relationship: Various Common Shareholders
  - (d) Name of Company  
Swift Collect Pty Ltd  
ABN 29 603 339 304  
Relationship: Various Common Shareholders
  - (e) Name of Company  
Strata Utility Networks Australia Pty Ltd  
ABN 91 624 286 620  
Relationship: Various Common Shareholders



## Certificate of Insurance

ABN 29 008 096 277

Units Plan 15685  
C/ - Whittles Canberra  
PO Box 3028  
WESTON ACT 2600

**Date:** 08.10.2025  
**Invoice No:** I4867445

**This document certifies that the policy referred to below is currently intended to remain in force until 4:00pm on the expiry date shown 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.**

**Class** Residential Strata/Community Corporation

**Insurer** Longitude Insurance Pty Ltd  
PO Box 1813  
NORTH SYDNEY NSW 2059

**Period** 15.10.2025 to 15.10.2026

**Policy No.** LNG-STR-20302162

### Important Notice

This certificate does not reflect in detail the policy terms and conditions and merely provides a brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate. If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

### 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. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration to, or cancellation of the policy of insurance.

# MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277  
Unit 43, 2 King Street  
DEAKIN  
ACT 2600

Phone: 02 6132 4400  
PO Box 9160  
DEAKIN ACT 2600

## COVERAGE SUMMARY

Units Plan 15685  
Residential Strata/Community Corporation

### STRATA/COMMUNITY CORPORATION - COMMERCIAL

**INSURED:**

THE OWNERS - UNITS PLAN NO. 15685

**THE BUSINESS:**

Commercial Strata as per attached schedule

**INTERESTED PARTIES:**

Nil advised

**SITUATION:**

16 ALEX COLLEY CRESCENT, WRIGHT, ACT 2611

PERCENTAGE OF BUILDING OCCUPIED BY COMMERCIAL OCCUPANTS: 00.00%

**SECTION 1 - PROPERTY: PHYSICAL LOSS, DESTRUCTION OR DAMAGE**

Buildings \$ 24,784,751  
2.1 i) fixed artwork or sculptures \$ 50,000

Common Contents \$ 247,847  
2.2 g) pots, plants, shrubs, trees, rockwork and lawns \$ 25,000  
2.2 h) Money \$ 10,000  
2.2 i) artwork or sculptures (other than fixed) \$ 100,000

Storm Surge (caused by and immediately following a named \$ 2,000,000  
named tropical cyclone) any one event and in the  
aggregate Period of Insurance

**Optional Covers**

Loss of Market Value Not Insured  
Flood Insured  
\*(Optional) Limit of Liability \$ 25,032,599

**Costs Incurred by the Lot Owner**

All sub-sections 5.16(a) - (h) combined \$ 6,196,188  
Lot Owners fixtures and fittings (per lot) \$ 300,000  
Temporary Accommodation & Loss of Rent \$ 3,717,713

**Lot Owners Optional Covers**

Paint & Wallpaper (applies to NSW and ACT only) Insured  
Floating floorboards Insured

**Catastrophe Cover (sub-section 5.1)**

Buildings Not Insured  
Common Contents Not Insured  
Costs Incurred by the Lot Owner Not Insured  
Additional Benefits Not Insured

**EXCESSES**

# MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277  
Unit 43, 2 King Street  
DEAKIN  
ACT 2600

Phone: 02 6132 4400  
PO Box 9160  
DEAKIN ACT 2600

## COVERAGE SUMMARY

Units Plan 15685  
Residential Strata/Community Corporation

Loss, destruction or damage caused by or arising from  
earthquake, subterranean fire or volcanic eruption  
(each and every Claim) \$ 2,000

All other losses (each and every Claim) \$ 2,000  
Flood (each and every Claim) \$ 2,000

### SECTION 2 - VOLUNTARY WORKERS PERSONAL ACCIDENT

Accidental Death & Disablement \$ 200,000  
Weekly Benefits - up to \$2,000 per week for Total Disablement and  
up to \$1,000 per week for Partial Disablement  
as outlined in the Table of Benefits

All Per Policy Table of Benefits

#### EXCESS

Excluded Period of Claim (each and every Claim) 7 Days  
All Per Table of Benefits

### SECTION 3 - OFFICE BEARERS LIABILITY

Limit of Liability (in the aggregate Period of Insurance) \$ 2,000,000

Optional Additional Benefits (in addition to limit of liability)

Defence Costs (in the aggregate Period of Insurance) Not Insured  
Statutory Fines and Penalties (in the aggregate Period of Insurance) Not Insured

#### EXCESS

Each and Every Claim \$ 2,000

### SECTION 4 - FIDELITY GUARANTEE

Any one Loss and in the Aggregate Period of Insurance \$ 100,000

#### EXCESS

Each and Every Claim \$ 2,000

### SECTION 5 - EQUIPMENT BREAKDOWN

Limit of Liability (in the aggregate Period of Insurance) \$ 20,000

#### Excess

Water Chiller and Power Generators (each and every Claim) \$ 5,000  
Central A/C Units (each and every Claim) \$ 2,500  
All other losses (each and every Claim) \$ 2,000  
Small A/C Units and Lift Excess (each and every Claim) \$ 2,000

### SECTION 6 - PUBLIC LIABILITY

# MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277  
Unit 43, 2 King Street  
DEAKIN  
ACT 2600

Phone: 02 6132 4400  
PO Box 9160  
DEAKIN ACT 2600

## COVERAGE SUMMARY

Units Plan 15685  
Residential Strata/Community Corporation

Personal Injury or Property Damage Limit of Liability \$ 20,000,000  
(any one Occurrence)

### EXCESS

Each and Every Claim \$ 2,000

### SECTION 7 - GOVERNMENT AUDIT COSTS, WORKPLACE HEALTH & SAFETY BREACHES AND LEGAL EXPENSES

#### (a) Taxation and Audit Costs

Limit of Liability (in the aggregate Period of Insurance) \$ 30,000

Excess (each and every Claim) \$ 500

#### (b) Workplace Health and Safety Breaches

Limit of Liability (in the aggregate Period of Insurance) \$ 150,000

Excess (each and every Claim) \$ 500

#### (c) Legal Defence Expenses

Limit of Liability (in the aggregate Period of Insurance) \$ 50,000

Excess (each and every Claim) \$ 1,000

Contribution (each and every Claim) 10.00%

### ENDORSEMENTS / CONDITIONS:

#### Equipment Breakdown Sub-Limit Endorsement

This endorsement varies the standard terms of Your Policy. It may expand, reduce, or impose additional conditions on your cover as set out in the standard Policy terms and should be read carefully.

By way of endorsement to the Policy, the parties agree as follows (Subject otherwise to all other terms, conditions and exclusions of the Policy):

#### 1. The following amendments are made to Section 5 of the Policy:

1.1. The maximum limits applying to certain Additional Benefits are amended as follows:

3.1 Expediting Expenses . \$25,000

3.3 By-laws . \$25,000

3.4 Hazardous Substances . \$10,000

In all other respects the Policy remains unchanged.

Please refer to the Product Disclosure Statement for Policy Limitations

MAJOR EXCLUSIONS : Terrorism  
Others As Per Policy

TERRORISM ACT :  
If this policy contains an Act of Terrorism exclusion, then subject to all other terms and conditions of the policy, cover hereunder is amended to the extent provided by the Terrorism Insurance

# MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277  
Unit 43, 2 King Street  
DEAKIN  
ACT 2600

Phone: 02 6132 4400  
PO Box 9160  
DEAKIN ACT 2600

## COVERAGE SUMMARY

Units Plan 15685  
Residential Strata/Community Corporation

Act 2003.



## Certificate of Insurance

ABN 29 008 096 277

Units Plan 15685  
C/ - Whittles Canberra  
PO Box 3028  
WESTON ACT 2600

**Date:** 03.10.2025  
**Invoice No:** I4865470

**This document certifies that the policy referred to below is currently intended to remain in force until 4:00pm on the expiry date shown 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.**

**Class** Workers Compensation - EDI

**Insurer** CGU Australia Pty Ltd  
GPO Box 1574  
CANBERRA CITY ACT 2601

**Period** 15.10.2025 to 15.10.2026

**Policy No.** O/24-2434

### Important Notice

This certificate does not reflect in detail the policy terms and conditions and merely provides a brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate. If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

### 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. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration to, or cancellation of the policy of insurance.

# MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277  
Unit 43, 2 King Street  
DEAKIN  
ACT 2600

Phone: 02 6132 4400  
PO Box 9160  
DEAKIN ACT 2600

## COVERAGE SUMMARY

Units Plan 15685  
Workers Compensation - EDI

### EMPLOYERS' INDEMNITY INSURANCE

INSURED: Units Plan 15685  
TRADING AS: Units Plan 15685  
LOCATION: Block 3 Section 64 16 ALEX COLLEY CRESCENT  
WRIGHT ACT  
2611  
REGISTERED FOR GST: NO

DETAILS FOR: Units Plan 15685  
RATE: 1.02

| ANZSIC BUSINESS<br>ITEM | DESCRIPTION          | CATEGORY OF<br>WORKERS | EST<br>WAGES |
|-------------------------|----------------------|------------------------|--------------|
| 67110                   | Residential Property | G/Employees            | 1            |
|                         |                      |                        | =====        |
| TOTAL                   |                      |                        | 1            |
|                         |                      |                        | =====        |

Please check your Policy document for full details of the cover provided and the payment schedule.

NB: Premium includes any applicable levies.

# Insurance Valuation Report

For  
Atlas

**16 Alex Colley Crescent, Wright, ACT, 2611**  
**Scheme Number: 15685**



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

**Job Reference Number: 186685**

**23 March 2023**

**Professional Indemnity Insurance Policy Number 1411189338 PLP**

PO Box 1280,  
Beenleigh QLD 4207

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

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

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

QIA Group Pty Ltd

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## SECTION 1 – INSURANCE VALUATION SUMMARY

### **1.1 Purpose of Report**

We have been instructed by the Body Corporate to provide a building replacement valuation report that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at **16 Alex Colley Crescent, Wright, ACT, 2611.**

### **1.2 Property Address**

The property is situated at **16 Alex Colley Crescent, Wright, ACT, 2611.**

### **1.3 Description of Building**

The property comprises forty residential units/houses arranged into four separate blocks of three and four story construction. Some units with lock up garage at ground floor and another with allocated car spaces in a basement level garage area. Common property includes driveway, binstore, boundary walls & fences and site landscaping. The plans provided by the client indicate that the property was registered in 2022.

### **1.4 Client**

**The Proprietors Atlas.**

### **1.5 Replacement Value**

**Recommended Insured Value: \$ 21,410,000 (Inc GST)**

### **1.6 Inspector Details**

**Inspector Number**

**101**



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

## SECTION 2 – INSURANCE VALUATION REPORT

### **2.1 Recommended Insured Value**

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

### **2.2 Loss of Revenue**

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

### **2.3 Current Trends**

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

### **2.4 Periodic Reviews**

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

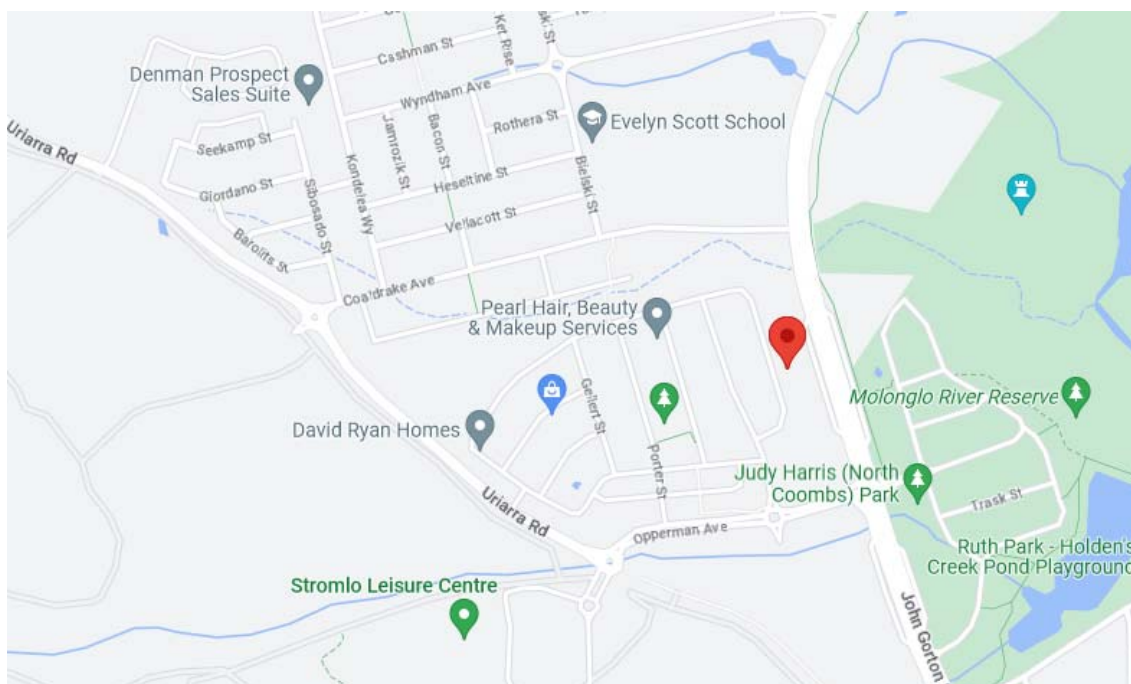
### **2.5 Elements used in the Calculated Value of the Building Replacement**

The calculated value of the building comprises of several elements:

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

|  |                                |
|--|--------------------------------|
| <b>2.6 Valuation</b>                               |                                |
| <b>Replacement Building and Improvements Cost:</b> | <b>\$ 16,385,000</b>           |
| Allowance for Cost Escalation:                     |                                |
| Design and Documentation:                          | 9 Months                       |
| Calling Tenders and Appraisals:                    | 3 Months                       |
| Construction Period and Fit-out:                   | 15 Months                      |
| Calculated at 6% over the period                   | \$ 1,600,000                   |
| <b>Progressive Subtotal:</b>                       | <b>\$ 17,985,000</b>           |
| Professional Fees:                                 | \$ 1,440,000                   |
| <b>Progressive Subtotal:</b>                       | <b>\$ 19,425,000</b>           |
| Removal of Debris:                                 | \$ 820,000                     |
| <b>Progressive Subtotal:</b>                       | <b>\$ 20,245,000</b>           |
| Cost Escalation:                                   | \$ 1,165,000                   |
| <b>Progressive Subtotal:</b>                       | <b>\$ 21,410,000</b>           |
| <b>Recommended Insured Value:</b>                  | <b>\$ 21,410,000 (Inc GST)</b> |

**2.7 Site Location Map**



## **SECTION 3 – REPORTING PROCESS AND CONTENT**

### **3.1 SITE FACTORS**

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

### **3.2 ADDITIONS & IMPROVEMENTS**

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

### **3.3 MAINTENANCE**

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

### **3.4 SUMMARY OF CONSTRUCTION**

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

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

FLOOR CONSTRUCTION: Reinforced concrete ground floor.

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

EXTERNAL WALL CONSTRUCTION: Double brick walls/ Timber/Steel framed.

EXTERNAL WALL FINISHES: Brick veneer, Villa board and Fc sheet panel.

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

ROOF CONSTRUCTION: Timber/Steel framed pitched.

ROOFING: Powder coated metal sheeting.

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

DRIVEWAY CONSTRUCTION: Concrete.

### **3.5 AREAS NOT INSPECTED - TYPICAL**

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

### **3.6 SCOPE**

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

### **3.7 EXCLUSIONS**

An Insurance Valuation Report does not cover or deal with:

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

### SECTION 4 – SITE PHOTOGRAPHS



# ACT Maintenance Plan

## Atlas

**16 Alex Colley Crescent, Wright, ACT, 2611**

**Scheme Number: 15685**



***COMPILED BY VON HARAMINA***

**On 27 January 2023 for the  
Period Commencing 1 January 2023  
QIA Job Reference Number: 186687**

Professional Indemnity Insurance Policy Number 96 0968886 PLP  
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QIA Group Pty Ltd  
ABN 27 116 106 453

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QIA Group Pty Ltd

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## INTRODUCTION

This Maintenance Plan has been compiled to assist the Property to meet their obligations with respect to the:

- Unit Titles (Management) Act 2011 (s24);
- Unit Titles (Management) Regulation 2011 (s4A)  
both as amended 1 November 2020.

## PROPERTY LOCATION

16 Alex Colley Crescent, Wright, ACT, 2611

## INSPECTION & DOCUMENTATION SUMMARY

The property was inspected on January 2023

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

- Not applicable

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

- Not applicable

## BACKGROUND

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

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

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

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

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

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

## REPORT INFORMATION

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

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

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

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

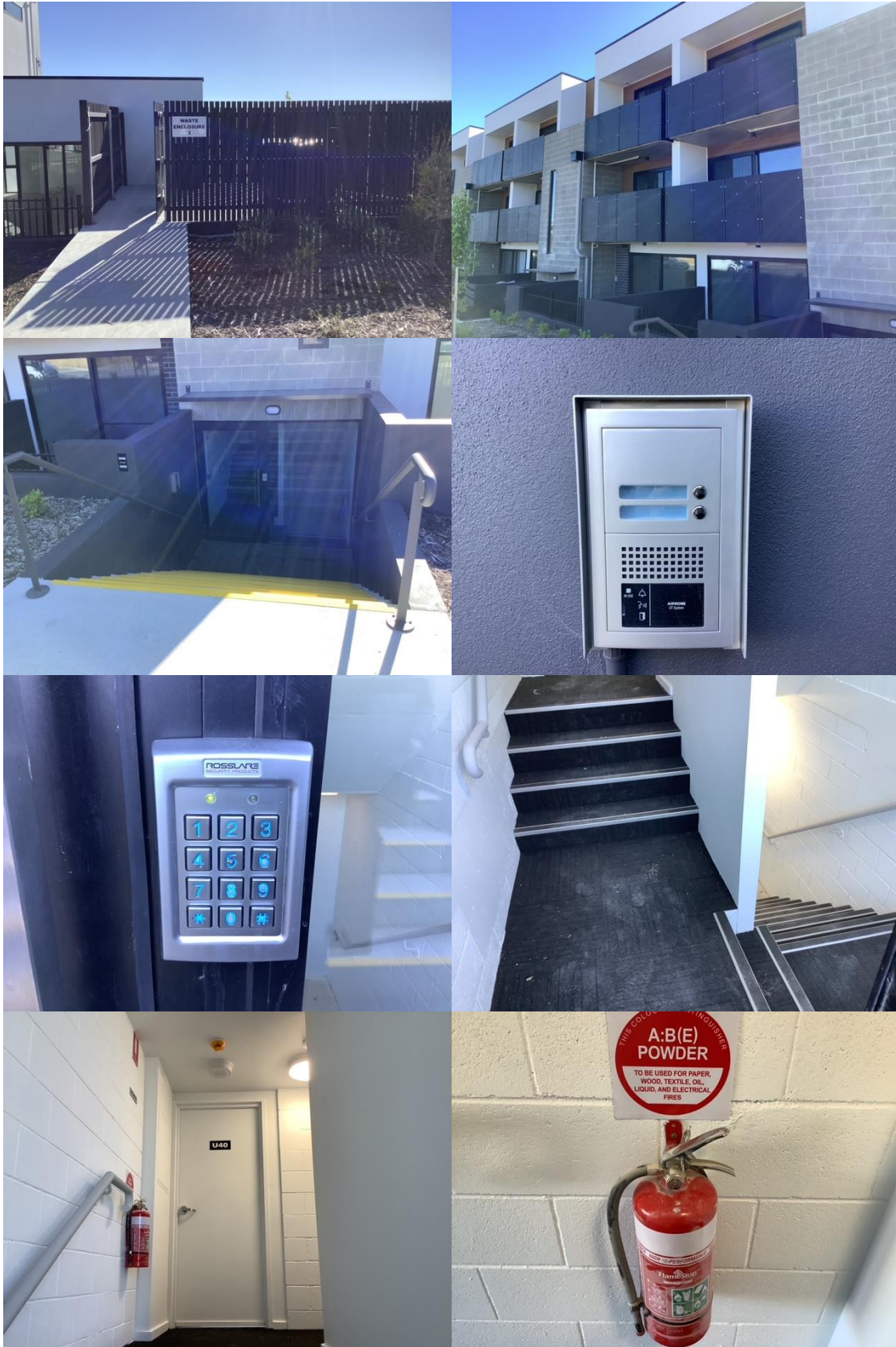
The report does not and cannot make comment upon the specific condition of specialist items and equipment such as gas fittings and supply systems, heritage listing conditions or requirements, fire protection fittings and systems, HVAC fittings and systems site drainage, electrical or data systems or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

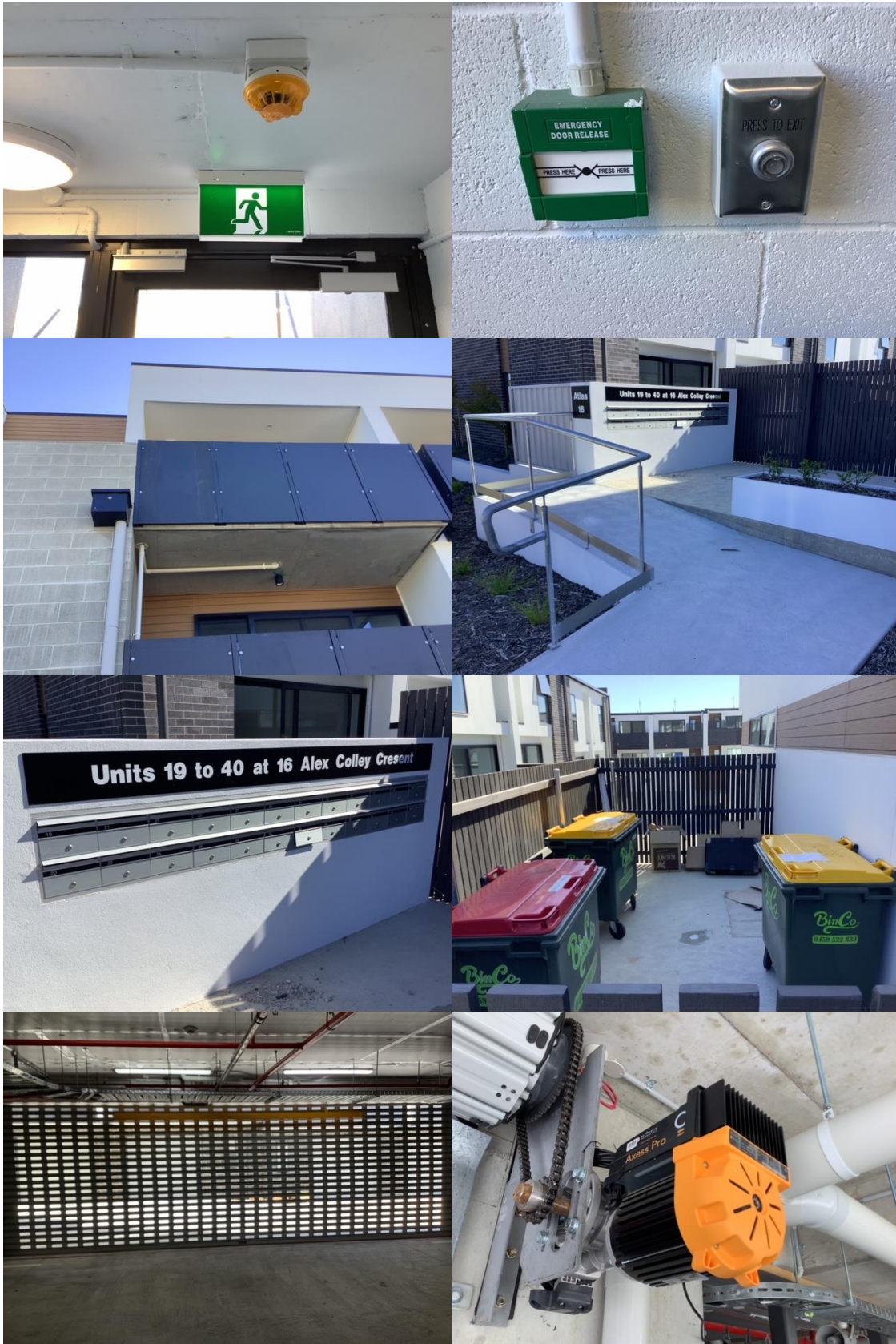
The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety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

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

## AREAS NOT INSPECTED (Typical)

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















# Multi-unit residential

## Building maintenance guide

September 2018



This document has been developed in collaboration between Access Canberra, the Owners Corporation Network of the ACT (OCN), Housing Industry Association and Master Builders ACT.

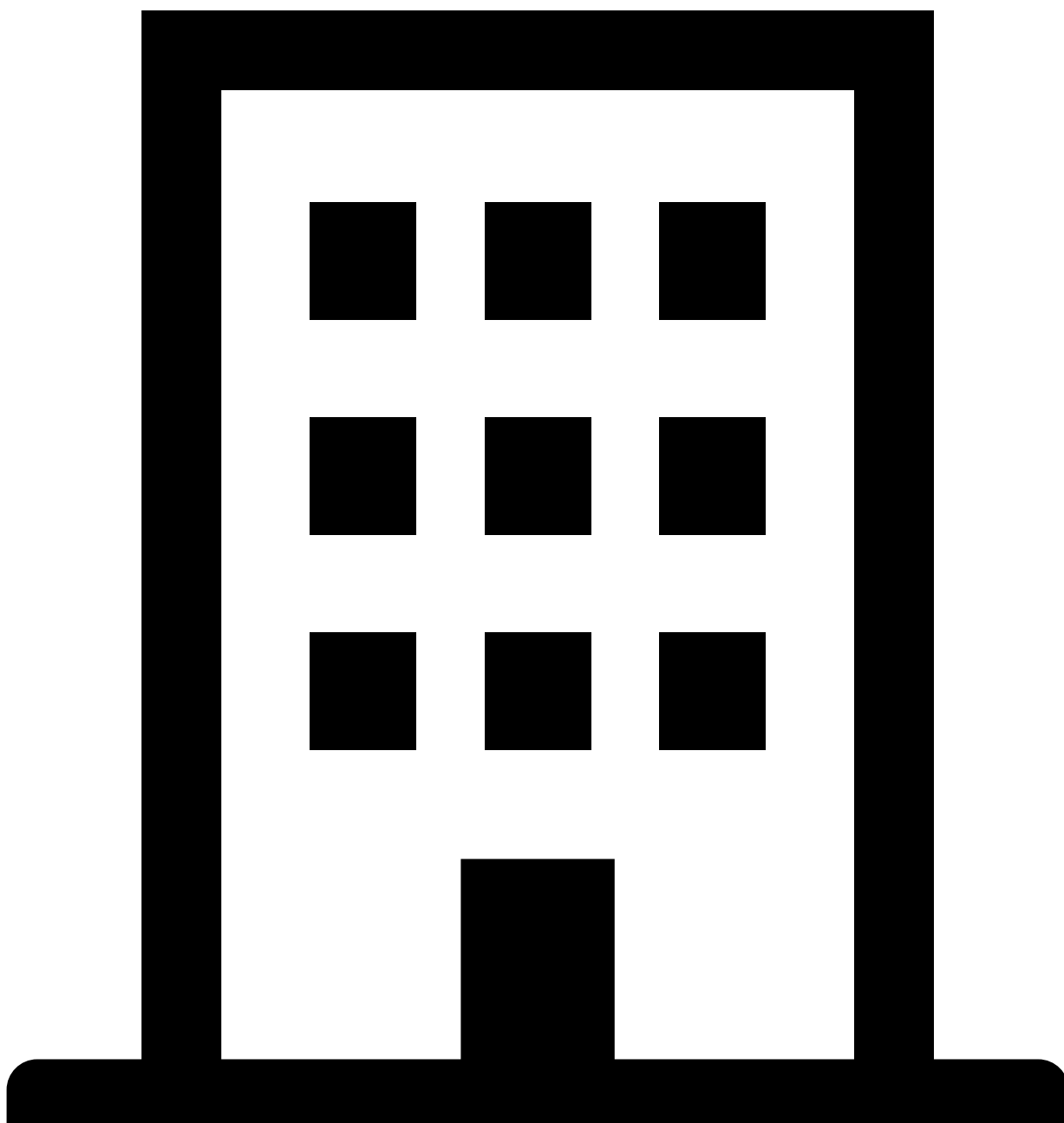
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# Introduction

## Why Read this Guide?

Unit living is a great way to be close to city centres and suits a wide range of buyers – from those looking to break into the market, to upsize (or downsize), and those seeking to enjoy the benefits of common facilities.

Buying or living in a Units Plan can, however, be very different to that of a stand-alone property and often there is confusion if something breaks, degrades or is found faulty. It is important to be aware of who is responsible for unit repairs or other maintenance so disputes can be avoided.

Simple and timely maintenance can prevent longer term issues. This guide will assist in furthering understanding on where responsibility for maintenance sits as well as where to get further advice or assistance.

## Who should read this guide?

The Building Maintenance Guide is a useful resource for unit owners, owners corporations and unit managers to understand their maintenance obligations. It does not replace independent legal advice and should be used as a guide only.

It is also a useful resource for architects, designers and builders to use when completing design and construction projects in unit plans.

For unit owners and owners corporations, the guide should be read in conjunction with the *Unit Titles Management in the ACT* guide which provides additional information on unit living.

## How to use this guide – which section covers what?

**Section 1** outlines maintenance responsibilities of unit owners, owners corporations and builders, including Access Canberra's role in investigating complaints and enforcing compliance.

**Section 2** explains financial management, particularly the general fund (sometimes known as the administrative fund) and sinking fund.

**Section 3** explains how to plan your maintenance program.

**Section 4** provides maintenance requirements. It is intended that architects and designers will fill out this section at the design phase incorporating building specifications, and that builders will update and complete during construction.

**Section 5** provides useful information to assist unit owners and owners corporations.

## Building Types – knowing your A's from your B's

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



### Did you know?

In other states 'unit title' may be known as 'strata title'. Unit title will be used in this guide.

When a parcel of land is subdivided, it is divided into lots and common property. The common property of a Units Plan are the areas that exist outside of a lot and are used by, and belong jointly to, all of the owners of the units within the Units Plan.

The registered Units Plan documents will indicate what areas of the Units Plan are deemed common property. Each subdivision involves a number of individual property owners sharing in the decision making about management, maintenance and operation of common property and shared services.

Units are generally broken into two categories of plans – Class A and Class B. Depending on which subdivision (A or B) your property belongs to may mean different responsibilities.

Below is an indicative snapshot of which types of properties fall into which category. However, you can double check which class yours is by checking the title of the unit on the ‘Certificate of Title’, or by asking your agent or conveyance solicitor, or for those already purchased, your Contract for Sale.

| Type   | Style  | Typical subdivision   | General responsibilities   |
|--|--|---|--|
| Villa, Townhouses, Semi Detached and Detached Houses | One to two storeys with multiple dwellings on the same parcel of land or around central amenities such as pools or courtyards.           | Usually part of a plan of sub division called “Class B”, in which the individual owner owns the entire dwelling inside and out. | The individual owner in a Class B will be responsible for the maintenance of their lot and the buildings upon it.                                |
| Low rise   | Two to three storey ‘walk ups’ comprising of small blocks of units.  | Usually form part of a plan of sub division called “Class A”.   | Items that are the sole use/benefit of one owner (this includes own water and sewerage pipes) is the responsibility of individual owners not OC. |
| Medium rise  | Four to eight storey developments, often comprising a mix of dwelling sizes. Can be ‘walk up’ or vertically integrated with lift access. |   |  |
| High rise  | Nine or more storeys of vertically integrated accommodation, with lift access.   |   |  |



### TOP TIPS

Still unsure if your Unit Plan is an A or B? You can do a title search through Access Canberra for a small fee. More information is available at <https://actlis.act.gov.au>

# 1. Who is Responsible for Repairs and Maintenance?

## Unit Owners

**In Class A Units Plans**, the unit owner owns the inside of the unit but not the main structure of the building. Usually the individual owner owns from the inside of their lot to halfway out through the boundary walls, ceiling, and the floor.

In general, the owners corporation owns the walls, ceiling and floor from outside of the lot to halfway in. The internal walls within the unit (e.g. the wall between the kitchen and lounge room), floor coverings, light fittings and curtains are all the property of the unit owner.

Owners in a Class A plan can elect to have either the owners corporation or the owner maintain certain parts of the complex by agreement at a general meeting of owners. In doing so, the sinking fund can be impacted.

An example of key items may look like:

| Class A Maintenance Responsibility* |            |                         |  |
|-------------------------------------|------------|-------------------------|--|
| Building element                    | Unit owner | Owners Corporation (OC) | Other (ie. any caveats)  |
| <i>Inside unit:</i>                 |            |                         |  |
| Flooring                            | X          |                         |  |
| Windows and fly screens             | X          |                         | Can be a shared responsibility with OC, usually 50/50 split depending on maintenance required e.g. locks are often responsibility of owners, but flyscreens OC. Some OCs will split maintenance with owners if window replacement is required. |
| Ceiling lining and cornices         | X          |                         |  |
| Walls lining/painting               | X          |                         |  |
| Doors                               | X          |                         |  |
| Heating and cooling                 | X          |                         | Individual heating cooling units are the responsibility of owners, unless it is a shared system in which in would be OC or a 50/50 split.  |
| Balconies                           | X          | X                       | Unit owner's responsibility is to ensure it's kept clean. The OC may only have responsibility for repairs and structural maintenance.  |
| Appliances and fittings             | X          |                         |  |
| Benches, cabinets and joinery       | X          |                         |  |
| Shower screens                      | X          |                         |  |
| Toilet and shower                   | X          |                         |  |
| Lighting                            | X          |                         |  |
| <i>Common property:</i>             |            |                         |  |
| Pool/gym/sauna                      |            | X                       |  |
| Gardens, landscaping                |            | X                       |  |
| Paths and driveways                 |            | X                       |  |

### Class A Maintenance Responsibility\*

| Building element                        | Unit owner | Owners Corporation (OC) | Other (ie. any caveats) |
|---|------------|-------------------------|-------------------------|
| Doors/windows outside unit              |            | X                       |                         |
| Intercoms/ security systems             |            | X                       |                         |
| Parking/garage areas                    |            | X                       |                         |
| Roof                                    |            | X                       |                         |
| <b>Other:</b>                           |            |                         |                         |
| Pest control of complex                 |            | X                       |                         |
| Lifts/stairwells/corridors              |            | X                       |                         |
| Fire control and safety of common areas |            | X                       |                         |

\*Indicative only

Insurance matters can be complicated depending on the complex. It's best to check with the broker, insurance or strata manager before making arrangements.

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

Owners in a Class B complex can also elect to have the owners corporation maintain certain parts of their lot, such as the roof or painted surfaces, via a General Meeting of Owners.

### Class B Maintenance Responsibility\*

| Building element              | Unit owner | Owners Corporation | Other  |
|-------------------------------|------------|--------------------|--|
| <b>Inside unit:</b>           |            |                    |  |
| Flooring                      | X          |                    |  |
| Windows and fly screens       | X          |                    |  |
| Ceiling lining and cornices   | X          |                    |  |
| Walls lining                  | X          |                    |  |
| Doors                         | X          |                    |  |
| Heating and cooling           | X          |                    |  |
| Balconies                     | X          |                    |  |
| Appliances and fittings       | X          |                    |  |
| Benches, cabinets and joinery | X          |                    |  |
| Shower screens                | X          |                    |  |
| Toilet and shower             | X          |                    |  |
| Lighting                      | X          |                    |  |
| <b>Common property:</b>       |            |                    |  |
| Pool/gym/sauna                |            | X                  |  |
| Gardens, landscaping          |            | X                  | Common property gardening and landscaping is responsibility of OC. Owners are responsible only for that within their own property. |

| Class B Maintenance Responsibility*     |            |                    |   |
|---|------------|--------------------|---|
| Building element                        | Unit owner | Owners Corporation | Other   |
| Paths and driveways                     |            | X                  | If they are on common property. Note some driveways or paths may be a part of a unit in which the owner would be responsible.   |
| Doors/windows outside unit              |            | X                  | If in common areas  |
| Intercoms/ security systems             | X          |                    | Generally, intercoms/security systems are the unit owners responsibility but there are secure complexes where OC may have responsibility to maintain parts of the security system.  |
| Parking areas                           |            | X                  | OC has responsibility for common parking areas (eg visitor) but not personal garages.   |
| Roof                                    | X          |                    |   |
| <b>Other:</b>                           |            |                    |   |
| Pest control of common areas of complex | X          | X                  | OC responsible for pest control in common areas and unit owners responsible for pest control in their unit. Stairwells within units and fire alarms within units are the unit owners responsibility. External stairwells are OC responsibility. Note: Some Class Bs may have pest control undertaken collectively by the OC for everyone's benefit. |
| Lifts/stairwells                        |            | X                  |   |
| Fire control and safety of common areas |            | X                  |   |

## Owners Corporations

The owners corporation manages the common property on behalf of all unit owners and is responsible for the control, maintenance, management and administration of the common property.

Within multi-unit residential buildings, major assets components can vary widely and can include the building superstructure and its facade, hallway and shared spaces, lighting, pools/spas, gyms, gardens, shared water heating and car parking areas.

For mixed use strata complexes (residential and commercial) the owners corporation should consider many additional issues such as responsibility for facilities such as public toilets, waste removal and areas used, ventilation for restaurants, parking and freezer room locations.

Owners corporations are established to manage and maintain the common or shared property created when properties are unit-titled or subdivided.

All unit owners automatically become a member of the owners OC corporation. An Executive Committee is also established when the owners corporation is established. Until the first annual general meeting of the owners corporation, the Executive Committee comprises all the members of the owners corporation, that is, each unit owner.

The owners corporation manages the common property on behalf of all the unit owners and is responsible for the control, maintenance, management and administration of the common property.

Key obligations of an owners corporation are:

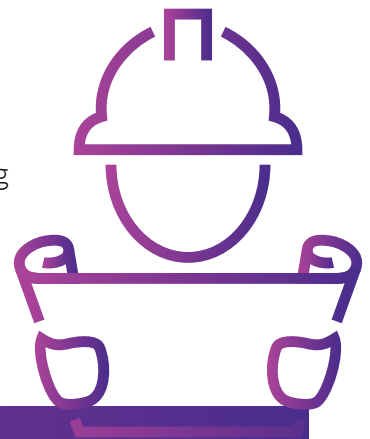
- establishing funds for property management and maintenance, including a rolling 10 year sinking fund plan for future repairs and replacements
- setting owners corporation levies each year
- engaging qualified, licensed and insured service contractors to carry out work, maintenance or repairs on the building(s) and common property

- adding to, amending and enforcing the articles or rules of the owners corporation
- taking out building insurance against defined events (such as storms and fire) and taking out other insurances required by law, for instance public liability insurance for the common property
- maintaining the common property in Class A complexes
- holding annual general or special meetings of owners
- keeping minutes of meetings
- paying bills and reconciling owners corporation expenditure and income
- preparing financial statements of accounts
- recording details of the ownership and occupancy of units in a corporate register
- keeping records of maintenance for essential items of plant and equipment – such as firefighting appliances and lifts
- providing information to owners and mortgagees about the unit scheme, including issuing a unit title certificate (also referred to as Section 119 Certificate) to unit owners who wish to sell their property
- the engagement of a units manager (if agreed)
- if necessary, commencing legal proceedings to recover damages for any harm caused to the building(s) or common property.

## Builders

In the ACT, the first three months after completion of a property is generally regarded as the ‘minor defects liability period’ or ‘maintenance period’. During this time the builder should remedy and/or reinstate any items that become defective due to building movement or settling in, taking into account any warranties by manufacturers.

**Important: builders are not required to rectify damage caused by the owner’s actions or those of other people engaged by the owner.**



### TOP TIPS

**Details of defect liability periods are contained in individual building contracts – ensure you read these carefully, seek independent legal advice and ask questions to ensure you understand.**

A good idea is to mark the liability period for your unit on your calendar and thoroughly check your property for any defects in this period.

If you identify an issue with the work of the builder, seek to resolve the issues directly with your builder in the first instance. Defects typically can relate to incomplete work, faulty fixtures or appliances, or issues of general workmanship. When considering workmanship, it is important that any issues are viewed in conjunction with one of the range of guides to standards and workmanship, which are produced by both industry and governments. These provide limits as to what is a defect and what is otherwise acceptable.

If you have a written contract with the developer, you should be aware of your contractual rights.

There are also limited timeframes associated with responsibility. The *Building Act 2004* provides a statutory warranty period of six years for structural elements of a building and two years for non-structural elements for all residential buildings. All buildings (including those greater than three storeys) are also covered by insurance for this purpose.

**Important: for the purpose of statutory warranty a building does not generally include paving or a structure that is a fence, retaining wall, outdoor swimming pool, outdoor ornamental pond, mast, antenna, aerial, advertising device, notice or sign.**

## Construction Complaints

Sometimes things go wrong and cannot be resolved between the parties.

Access Canberra is responsible for investigating complaints about breaches of the *Construction Occupations (Licensing) Act 2004* (COLA) and associated operational acts including the *Building Act 2004*. Access Canberra's power to take action in relation to building disputes or complaints are generally limited to these acts.

The *Building Act 2004* and the *Building Regulation 2008* define and govern the performance of building work in the ACT.

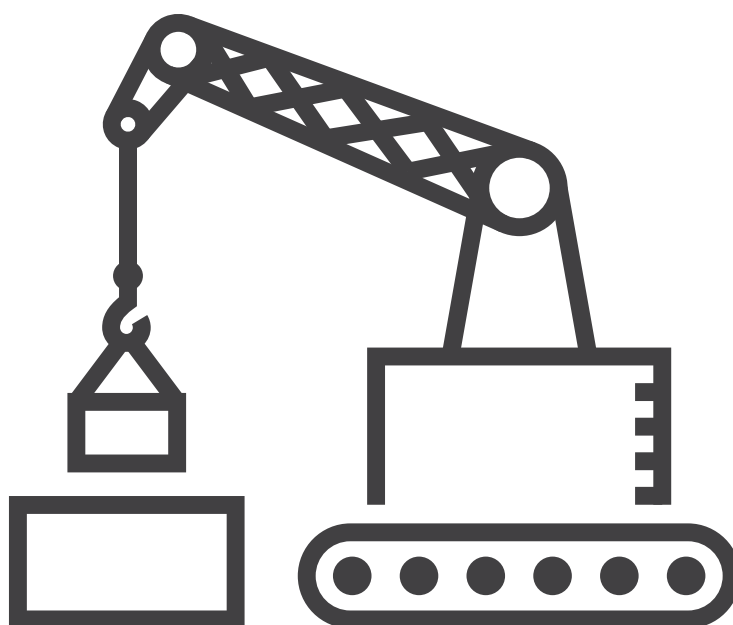
Complaints can be made to Access Canberra. You should provide any information that is relevant to the alleged breach.

## Examples of Complaints

Examples of complaints that can be investigated by the Registrar include:

### Did you know?

**COLA is the principal legislation that governs the responsibilities of construction occupations licences including builders, plumbers, electricians and building certifiers.**



- failing to comply with the Building Code of Australia
- whether building work has been carried out using appropriate materials and in a proper and skilful manner
- unacceptable standards of building work (refer to the Victorian Building Commission's Guide to Standards & Tolerances 2007) [http://www.vba.vic.gov.au/\\_data/assets/pdf\\_file/0019/18127/Guide-to-Standards-and-Tolerances-2007.pdf](http://www.vba.vic.gov.au/_data/assets/pdf_file/0019/18127/Guide-to-Standards-and-Tolerances-2007.pdf)

Some examples of issues the Registrar will not be able to investigate:

- contractual disputes – as this is a legal matter
- fit and finish issues – unless they are required for building code compliance.



### TOP TIPS

**Always seek to resolve issues firstly with the builder and seek independent legal advice if you have questions, concerns or issues.**

## 2. Show Me the Money – Financial Management

### Differences in Class A and B Subdivision Expenses

Generally, an owners corporation will organise a far greater range of maintenance activities in Class A plan of subdivision than in Class B. This is because in a Class A complex, the owners corporation will need to do such things as repaint the buildings, maintain the roof, gutters, downpipes, clean the stairwells, replace fences and maintain the common areas and facilities.

In a Class B complex, owners generally need to maintain a limited number of common facilities, which often consist only of driveways, letterboxes and common area lighting. Therefore the level of expenditure individual owners will be required to budget for will be generally higher in a Class A as opposed to a Class B.

### General Fund (sometimes known as the Administrative Fund)

The owners corporation must establish an administrative fund for general administration purposes, and may also establish funds for special purposes by special resolution at a general meeting. At each annual general meeting the owners corporation must approve a general fund budget by ordinary resolution for the administrative fund and any special purpose funds. For the financial year the annual general meeting is being held, the general fund budget must detail:

- an estimate of the total contributions (sometimes referred to as body corporate fees or levies) to be paid into the general fund by the owners corporation members
- any estimate of any other amounts to be paid into the general fund such as proceeds of the sale of owners corporation property or ‘fees to inspect’ records
- an estimate of payments to be made out of the general fund such as insurance premiums, any recurrent expenses, utility costs for common property water, electricity and gas or day to day maintenance of the common property (for example, common area cleaning, lawn mowing and minor common property repairs or maintenance)
- fees for the Strata Manager (if engaged).



#### Did you know?

**Examples of day to day maintenance expenses for the common property: common area cleaning, lawn mowing and minor common property repairs or maintenance.**

## Sinking Fund

If there are four or more units in a Units Plan, the owners corporation must establish and maintain an adequately funded sinking fund to provide for the future maintenance and upkeep of the common property and any other property the owners corporation holds. Unit Plans with less than four units may opt not to have a sinking fund but must still maintain the common property.

The sinking fund must be separate and distinguishable from all other money and funds of the owners corporation.

An inadequate sinking fund may lead to maintenance not being carried out which, in turn, can lead to problems with the amenity of the property and potentially more serious issues, such as those that might impact on the structural integrity of the building.

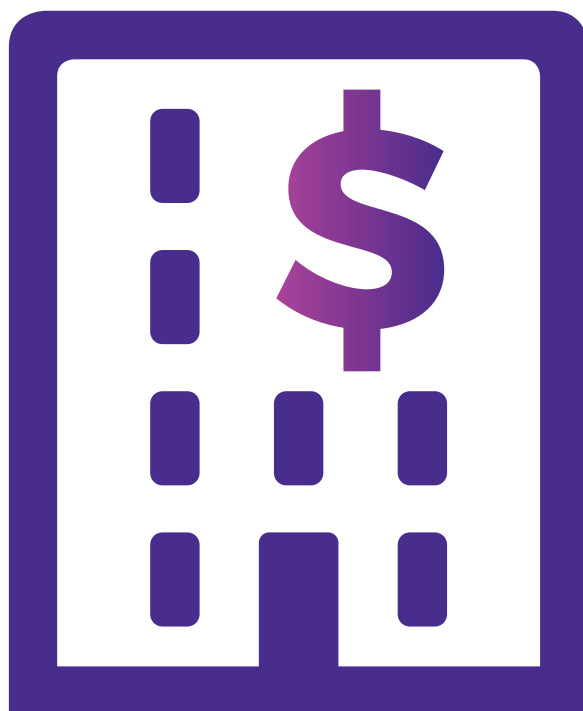
The owners corporation must approve a sinking fund plan by ordinary resolution within 12 months of the first annual general meeting for a ten year period beginning on the first day of the financial year following approval.

The plan must include:

- the expected sinking fund expenditure for at least the ten year period of the plan
- each financial year's total contributions required from members to meet the expected sinking fund expenditure for the financial year
- reserve an amount necessary to be accumulated to meet the expected expenditure over at least the remaining years of the plan.

Major expenditure to manage maintenance risks needs to be included in the plan. Major expenditure is generally on major assets which can include the building superstructure and its facade, hallway and shared spaces, lighting, pools/spas, gyms, gardens, shared water heating, and car parking areas. The adoption of the correct maintenance regime will ensure that financial expenditure is planned for within the sinking fund budget.

A sinking fund plan should also take into consideration eventual replacement of items beyond the ten year timeframe to ensure all costs are equitably distributed. An owners corporation may require the assistance of a professional to help create a comprehensive sinking fund plan. This advice may include the expected life of each of the components of the common property including components to provide water, sewerage and electricity and the potential refurbishment and replacement costs for each component. It may also include advice as to whether items of plant and equipment should be replaced or overhauled.



### Did you know?

**The sinking fund plan must be reviewed within four years of the plan being initially approved and then no later than every five years after each review. The owners corporation must approve, by ordinary resolution, a plan for the sinking fund (a sinking fund plan) for the 10 year period beginning on the first day of the financial year following the approval.**

## 3. Maintenance Program

Ongoing building maintenance is the most cost-effective way to maintain the value of an asset and ensure the health and safety of the building's occupants. This means:

- the property is managed systematically
- building services can be monitored to assist their efficient use and reduce costs
- the standard and presentation of the property can be maintained.

Neglecting building maintenance may result in extensive and avoidable damage. Neglect can also increase fire and safety hazards that could result in property owners being found legally liable for any injuries.

A risk management strategy is a fundamental part of any maintenance program and it is a major determining factor in deciding whether preventative, scheduled or reactive maintenance programs are required to properly maintain common property facilities.

The following categories of maintenance will assist owners in planning and undertaking maintenance programs.

### Cleaning

Cleaning is the simplest and often cheapest form of maintenance. Besides giving a bright appearance, cleaning can prevent build-up of moulds, overgrown plants or weeds and can prevent the build up of moisture becoming trapped, which can cause rust or rot.

### Preventative Maintenance

Regular maintenance activities - such as repainting timber, sealing joints and keeping vents and pipes clear - can prevent damage occurring and often extends the life of the items.



#### TOP TIPS

**An often neglected routine preventative maintenance is the cleaning of gutters which will help prevent blockages and internal water damage to dwellings and help prevent damage to gutters and downpipes.**

### Fire Safety Measures

Fire safety measures such as fire extinguishers and fire rated apartment or unit doors should, with some required by law, undergo routine maintenance to ensure that they operate correctly in the event of an emergency.

### Corrective Maintenance

Repairing any faulty items can prevent more serious damage. For example, a noisy fan or basement garage door may be an indicator that a minor part needs to be replaced – if this is not done the fan or garage door motor may quickly fail and need to be replaced at far greater expense. Lifts are commonly maintained under a comprehensive lift maintenance agreement which limits the costs of lift related maintenance expenditure to a fixed price per annum and ensures prompt and efficient service in the event of a breakdown. Some unit titled complexes are locked into maintenance agreements by the developer. Unit purchasers need to check what agreements and contracts are in place for their building.

## Emergency Corrective Maintenance

In some instances, unscheduled repairs will be required immediately for health, safety, security reasons. For example, roof repairs after storm damage, graffiti removal or replacing broken glass.

## Rehabilitation or Replacement

When an item has reached the end of its useable or economic lifespan, it must be replaced. This covers items such as light bulbs, filters, pumps, door closers and termite protection. Within multi-unit properties there are critical building elements that require scheduled maintenance to ensure the safety, comfort and continued smooth operation of facilities for residents. Identifying the key common property assets, plant, equipment and facilities will allow for the owners to understand what needs to be maintained, to what standard and what type of maintenance regime is best suited to these common property components.

## Specialist Help

For some issues, specialist help is useful. For example, if there are concerns about the structural integrity of a part of a building, it would be prudent to engage a structural engineer to identify the issue, its cause and its remedy to facilitate an acceptable outcome. Significant issues such as these may also require engagement of a legal professional to ensure that the correct documentation and legal determination of the relevant remedy is provided within the required timeframe.



### **Did you know?**

**Access Canberra can also assist with any questions about fair trading and building standards. Visit [www.act.gov.au/accessCBR](http://www.act.gov.au/accessCBR) or phone 13 22 81.**



# 4. Unit Owners Maintenance Requirements – Builder to Complete

To assist unit owners, a builder should complete the following table, or something similar, throughout the construction phase and should provide this information to unit owners at the time of completion. The table details the building and products, and specific recommended maintenance requirements.

Note: most companies will provide their own maintenance requirement form and in these instances the form below will not be required.

Owner: .....

Unit No: .....

Building Name: .....

Location/Address: .....

| Building element                        | Maintenance Requirements<br><i>(include type of professional to undertake required maintenance)</i> | Product and Manufacturer<br><i>(including Alternative Building Solutions)</i> | Frequency | Warranty details | Tick if required for this building |
|---|---|---|-----------|------------------|------------------------------------|
| <b><i>Routine Maintenance</i></b>       |   |   |           |                  |                                    |
| Appliances and fittings                 |   |   |           |                  |                                    |
| Condensation minimising                 | Use of exhaust fans and opening of windows will assist with condensation minimising.                |   |           |                  |                                    |
| Glazing                                 |   |   |           |                  |                                    |
| <b><i>Internal Plasterboard</i></b>     |   |   |           |                  |                                    |
| Wall & ceiling linings                  |   |   |           |                  |                                    |
| Cornices                                |   |   |           |                  |                                    |
| <b><i>Joinery</i></b>                   |   |   |           |                  |                                    |
| Windows                                 |   |   |           |                  |                                    |
| Doors                                   |   |   |           |                  |                                    |
| Door handles, hinges, locks and latches |   |   |           |                  |                                    |
| Fly screens                             |   |   |           |                  |                                    |
| Shower screens                          |   |   |           |                  |                                    |
| Benches, wall cabinets & vanities       |   |   |           |                  |                                    |
| <b><i>Internal Flooring</i></b>         |   |   |           |                  |                                    |
| Ceramic tiles                           |   |   |           |                  |                                    |
| Timber floorboards                      |   |   |           |                  |                                    |
| Carpet                                  |   |   |           |                  |                                    |

| <b>Building element</b>                                   | <b>Maintenance Requirements</b><br><i>(include type of professional to undertake required maintenance)</i> | <b>Product and Manufacturer</b><br><i>(including Alternative Building Solutions)</i> | <b>Frequency</b> | <b>Warranty details</b> | <b>Tick if required for this building</b> |
|---|--|--|------------------|-------------------------|---|
| <b><i>Plumbing &amp; Draining</i></b>                     |  |  |                  |                         |   |
| Tapware   |  |  |                  |                         |   |
| Pipes, drains and traps                                   |  |  |                  |                         |   |
| Balcony floor wastes                                      |  |  |                  |                         |   |
| Toilet Cistern  |  |  |                  |                         |   |
| Shower trays  |  |  |                  |                         |   |
| <b><i>Electrical</i></b>                                  |  |  |                  |                         |   |
| Interior lighting   |  |  |                  |                         |   |
| Smoke alarms  |  |  |                  |                         |   |
| Oven and stove tops                                       |  |  |                  |                         |   |
| Hot water service   |  |  |                  |                         |   |
| <b><i>Gas Appliances</i></b>                              |  |  |                  |                         |   |
| Hot water service   |  |  |                  |                         |   |
| Heating   |  |  |                  |                         |   |
| <b><i>Painting</i></b>                                    |  |  |                  |                         |   |
| General   |  |  |                  |                         |   |
| Door-frames   |  |  |                  |                         |   |
| Balustrades   |  |  |                  |                         |   |
| <b><i>Heating, Ventilation &amp; Air Conditioning</i></b> |  |  |                  |                         |   |
| Air conditioning units                                    |  |  |                  |                         |   |
| Air vents, exhaust fans                                   |  |  |                  |                         |   |
| <b><i>Balconies and Terraces</i></b>                      |  |  |                  |                         |   |
| Tiling and grouting                                       |  |  |                  |                         |   |
| Paving  | (E.g. Removal of weeds and plant material and ensuring drains are not blocked)                             |  |                  |                         |   |
| <b><i>Parking</i></b>                                     |  |  |                  |                         |   |
| Garage doors  |  |  |                  |                         |   |
| Door openers  |  |  |                  |                         |   |

Note: The unit owner is responsible for the maintenance of any additional structural alterations or additions to the unit approved by the owners corporation e.g. installing of external air conditioning units or pergolas.

For additional maintenance requirements not contained in the table above, use the blank form at the back of this document.

# Owners Corporation Maintenance Requirements – Builder to Complete

To assist the owners corporation, a builder should complete the following table, or something similar, throughout the construction phase and should provide this information to unit owners at the time of completion. The table details the building and products, and specific recommended maintenance requirements.

Note: most companies will provide their own maintenance requirement form and in these instances the form below will not be required.

Owners Corporation: .....

Unit Plan No: .....

Building Name: .....

Location/Address: .....

| Building element                                | Maintenance Requirements<br><i>(include type of professional to undertake required maintenance)</i> | Product and Manufacturer<br><i>(including Alternative Building Solutions)</i> | Frequency | Warranty details | Tick if required for this building |
|---|---|---|-----------|------------------|------------------------------------|
| <b><i>Routine Maintenance</i></b>               |   |   |           |                  |                                    |
| Pest control                                    |   |   |           |                  |                                    |
| Condensation minimising                         | Use of exhaust fans and opening of windows will assist with condensation minimising.                |   |           |                  |                                    |
| <b><i>Foundation Footings &amp; Slab</i></b>    |   |   |           |                  |                                    |
| Footings & foundations                          |   |   |           |                  |                                    |
| Slab  |   |   |           |                  |                                    |
| <b><i>Timber Construction</i></b>               |   |   |           |                  |                                    |
| Eaves   |   |   |           |                  |                                    |
| Decks   |   |   |           |                  |                                    |
| Balustrades                                     |   |   |           |                  |                                    |
| <b><i>External Surfaces</i></b>                 |   |   |           |                  |                                    |
| Render  |   |   |           |                  |                                    |
| Brickwork                                       |   |   |           |                  |                                    |
| Mouldings                                       |   |   |           |                  |                                    |
| <b><i>Structural Steel &amp; Metal Work</i></b> |   |   |           |                  |                                    |
| Protective coating                              |   |   |           |                  |                                    |
| <b><i>Glazing</i></b>                           |   |   |           |                  |                                    |
| Windows and doors                               |   |   |           |                  |                                    |
| Glass balustrades                               |   |   |           |                  |                                    |

| <b>Building element</b>                            | <b>Maintenance Requirements</b><br><i>(include type of professional to undertake required maintenance)</i> | <b>Product and Manufacturer</b><br><i>(including Alternative Building Solutions)</i> | <b>Frequency</b> | <b>Warranty details</b> | <b>Tick if required for this building</b> |
|--|--|--|------------------|-------------------------|---|
| <b>Roofing</b>                                     |  |  |                  |                         |   |
| Iron/battens                                       |  |  |                  |                         |   |
| Flashing   |  |  |                  |                         |   |
| Roofing  |  |  |                  |                         |   |
| Bird-proofing                                      |  |  |                  |                         |   |
| <b>Internal Flooring (main foyer and hallways)</b> |  |  |                  |                         |   |
| Ceramic tiles                                      |  |  |                  |                         |   |
| Carpet   |  |  |                  |                         |   |
| <b>Plumbing &amp; Draining</b>                     |  |  |                  |                         |   |
| External taps                                      |  |  |                  |                         |   |
| Pipes, drains and traps                            |  |  |                  |                         |   |
| Membranes on balconies                             |  |  |                  |                         |   |
| Gutters (including box gutters)                    |  |  |                  |                         |   |
| Downpipes  |  |  |                  |                         |   |
| Rain water tanks                                   |  |  |                  |                         |   |
| Stormwater   |  |  |                  |                         |   |
| Basement inspection outlets                        |  |  |                  |                         |   |
| Plumbing under roads, paths, tiles                 |  |  |                  |                         |   |
| <b>Intelligent Building Systems &amp; Controls</b> |  |  |                  |                         |   |
| <b>Waterproofing Systems</b>                       |  |  |                  |                         |   |
| <b>Electrical</b>                                  |  |  |                  |                         |   |
| External lighting                                  |  |  |                  |                         |   |
| Switchboard & meter box                            |  |  |                  |                         |   |
| Solar panels                                       |  |  |                  |                         |   |
| <b>Painting</b>                                    |  |  |                  |                         |   |
| Common areas                                       |  |  |                  |                         |   |
| External walls on balconies                        |  |  |                  |                         |   |
| Balustrades on balconies                           |  |  |                  |                         |   |
| <b>Heating, Ventilation &amp; Air Conditioning</b> |  |  |                  |                         |   |
| Boilers and heater controllers                     |  |  |                  |                         |   |
| Cooling water towers                               |  |  |                  |                         |   |

| Building element | Maintenance Requirements<br><i>(include type of professional to undertake required maintenance)</i> | Product and Manufacturer<br><i>(including Alternative Building Solutions)</i> | Frequency | Warranty details | Tick if required for this building |
|------------------|---|---|-----------|------------------|------------------------------------|
|------------------|---|---|-----------|------------------|------------------------------------|

**Security Systems**

|                                     |  |  |  |  |  |
|-------------------------------------|--|--|--|--|--|
| Intercoms                           |  |  |  |  |  |
| Surveillance cameras                |  |  |  |  |  |
| Security doors, gates & controllers |  |  |  |  |  |

**Lifts**

|                  |  |  |  |  |  |
|------------------|--|--|--|--|--|
| Lift cars        |  |  |  |  |  |
| Lift motors      |  |  |  |  |  |
| Lift controllers |  |  |  |  |  |

**Pools, Spas and Gymnasiums**

|  |  |  |  |  |  |
|--|--|--|--|--|--|
| Pool fence   |  |  |  |  |  |
| Pool or sauna heater                                 |  |  |  |  |  |
| Thermostats, heating and ventilation control devices |  |  |  |  |  |
| Water pumps and filters                              |  |  |  |  |  |

**Parking**

|                         |  |  |  |  |  |
|-------------------------|--|--|--|--|--|
| Garage doors            |  |  |  |  |  |
| Door openers            |  |  |  |  |  |
| Bike storage facilities |  |  |  |  |  |

**Landscaping & External Works**

|              |  |  |  |  |  |
|--------------|--|--|--|--|--|
| Timber fence |  |  |  |  |  |
| Steel fence  |  |  |  |  |  |
| Concrete     |  |  |  |  |  |
| Paving       |  |  |  |  |  |
| Plants       |  |  |  |  |  |
| Trees        |  |  |  |  |  |



## 5. Essential Services Maintained by the Owners Corporation

The table below details the Schedule of Essential Safety Measures in accordance with the Australian Standards required for multi-unit residential properties. If defects or faults are observed they should be immediately inspected by a suitably qualified industry professional. The timeframes are recommendations only and may vary depending on products used.

### Building Fire Systems

| Essential safety measure<br><i>(including Alternative Building Solutions)</i>   | Nature and/or frequency of test or inspection  | Tick if required for this building |
|---|--|------------------------------------|
| Wall-wetting sprinklers (including doors and windows required in conjunction with wall-wetting sprinklers)  | As per AS 1851 - Section 2 if sprinkler system installed or every six months to ensure compliance, no damage or deterioration and water supply availability            |                                    |
| Fire doors (including sliding fire doors and their associated warning systems), fire-rated apartment doors and associated self-closing, automatic closing and latching mechanisms | Every three to 12 months as per AS 1851 - Section 17 check operation of handles closers and electronic strikes   |                                    |
| Fire windows (including windows that are automatic or permanently fixed in the closed position)   | Every three months as per AS 1851 - Section 17 for damage, deterioration or unauthorised alteration, BCA   |                                    |
| Fire wall penetrations (including fire dampers and fire stopping of service penetrations)   |  |                                    |
| Solid core doors and associated self-closing and latching mechanisms  | Annual inspection for damage, deterioration and check operation of closers, handles and electronic strikes   |                                    |
| Smoke doors and associated self-closing, automatic closing and latching mechanisms  | Every three months as per AS 1851 - Check operation of closers, handles and electronic strikes   |                                    |
| Building occupant warning system  | Monthly as prescribed AS 1851 Section 9  |                                    |
| Fire hydrant system (including on-site pump set and fire service booster connection)  | Weekly to AS 1851 Section 4 where pumps are installed or six monthly to AS1851 Section 4. Annual inspection to ensure compliance of construction and contents with BCA |                                    |
| Fire hose reel system   | Every six months to AS 1851 Section 14   |                                    |
| Sprinkler system  | Weekly to AS 1851 Section 21   |                                    |
| Portable fire extinguishers   | Every six months to AS 1851 Section 15.4   |                                    |
| Fire control centres (or rooms) including location coding   | Annual inspection to ensure compliance of construction and contents with BCA   |                                    |

## Access, Exits and Lifts

| Essential safety measure   | Nature and/or frequency of test or inspection   | Tick if required for this building |
|--|---|------------------------------------|
| Paths of travel to exits   | Inspection every three months to ensure there are no obstructions and no alterations                      |                                    |
| Exits (including fire-isolated stairways and ramps, non-fire isolated stairways and ramps, stair treads, balustrades and handrails associated with exits, and fire isolated passageways)                     | Inspection every three months to ensure there are no obstructions and alterations                         |                                    |
| Signs, intercommunication systems, or alarm systems on doors of fire isolated exits stating that re-entry to storey is available   | Annual inspection to ensure the warning sign is in place and legible                                      |                                    |
| Doors (other than fire or smoke doors) in a required exit, forming part of a required exit or in a path of travel to a required exit, and associated self-closing, automatic closing and latching mechanisms | Inspection every three months to ensure doors are intact, operational and fitted with conforming hardware |                                    |

## Signage

| Essential safety measure   | Nature and/or frequency of test or inspection                        | Tick if required for this building |
|--|--|------------------------------------|
| Exit signs (including direction signs)   | Every 6 months to AS 2293.2  |                                    |
| Signs warning against the use of lifts in the event of fire  | Annual inspection to ensure the warning sign is in place and legible |                                    |
| Signs, intercommunication systems, or alarm systems on doors of fire isolated exits stating that re-entry to storey is available | Annual inspection to ensure the warning sign is in place and legible |                                    |
| Signs alerting persons that the operation of doors must not be impaired  | Annual inspection to ensure the warning sign is in place and legible |                                    |

## Lighting

| Essential safety measure | Nature and/or frequency of test or inspection | Tick if required for this building |
|--------------------------|---|------------------------------------|
| Emergency lighting       | Every 6 months to AS/NZS 2293.2               |                                    |

## Air Handling and Ventilation Systems

| Essential safety measure  | Nature and/or frequency of test or inspection   | Tick if required for this building |
|---|---|------------------------------------|
| Smoke hazard management systems: <ul style="list-style-type: none"> <li>• automatic air pressurisation systems for fire-isolated exits</li> <li>• zone smoke control system automatic</li> <li>• smoke exhaust system automatic smoke and heat vents (including automatic vents for atriums)</li> <li>• air handling systems that do not form part of a smoke hazard management system and which may unduly contribute to the spread of smoke</li> <li>• miscellaneous air handling systems covered by Section 5 and 11 of AS/NZS 1668.1</li> </ul> | Quarterly and as prescribed in AS 1851 Section 18.<br><br>Documentation covering maintenance records required to implement the maintenance program shall be provided by the builder and retained by the units manager to record the maintenance carried out in accordance with 18.2.4.1 and 18.2.4.2. |                                    |
| Carpark mechanical ventilation system   | Frequency as nominated by manufacturer on label attached to equipment in accordance with AS 1851 Section 18   |                                    |

## 6. Useful Information

### External and Interior Surfaces Colours and Types

The tables below details the products, including types and colours for external and internal surfaces, used throughout the construction of your unit and the common property. This is intended to assist with colour matching paint, tiles and roof tiles etc.

#### Common Areas

| Surface             | Manufacturer | Type | Colour |
|---------------------|--------------|------|--------|
| Brick               |              |      |        |
| Roof tiles/sheeting |              |      |        |
| Pavers              |              |      |        |
| Floor Tiles         |              |      |        |
| Wall Tiles          |              |      |        |
| Carpet              |              |      |        |
| Glazing             |              |      |        |

#### Paint

|             |  |  |  |
|-------------|--|--|--|
| Internal    |  |  |  |
| Architraves |  |  |  |
| Doors       |  |  |  |
| Ceilings    |  |  |  |
| External    |  |  |  |
|             |  |  |  |
|             |  |  |  |

#### Units

| Surface     | Manufacturer | Type | Colour |
|-------------|--------------|------|--------|
| Floor Tiles |              |      |        |
| Wall Tiles  |              |      |        |
| Carpet      |              |      |        |

#### Paint

|             |  |  |  |
|-------------|--|--|--|
| Internal    |  |  |  |
| Architraves |  |  |  |
| Doors       |  |  |  |
| Ceilings    |  |  |  |
|             |  |  |  |
|             |  |  |  |

## Important Telephone Numbers

| Contact                            | Name | Phone number |
|------------------------------------|------|--------------|
| Emergency Services                 |      | 000          |
| Builder                            |      |              |
| Units Manager                      |      |              |
| Executive Committee                |      |              |
| Plumber                            |      |              |
| Electrician                        |      |              |
| Pest Control                       |      |              |
| Gas (faults & emergencies)         |      |              |
| Electricity (faults & emergencies) |      |              |
| Water (faults & emergencies)       |      |              |
| Maintenance Person                 |      |              |
| Access Canberra                    |      | 13 22 81     |
|                                    |      |              |
|                                    |      |              |

## Useful Links

Building Technology Files (BTF) for Home-owners and Professionals

[www.publish.csiro.au/books/series/42](http://www.publish.csiro.au/books/series/42)

Guide to Standards & Tolerances 2007

[www.vba.vic.gov.au/\\_data/assets/pdf\\_file/0019/18127/Guide-to-Standards-and-Tolerances-2007.pdf](http://www.vba.vic.gov.au/_data/assets/pdf_file/0019/18127/Guide-to-Standards-and-Tolerances-2007.pdf)

Guide to the Obligations of Owners Corporation Managers

[www.act.gov.au/accessCBR](http://www.act.gov.au/accessCBR)

Unit Titles Dispute Resolution Guide

[www.act.gov.au/accessCBR](http://www.act.gov.au/accessCBR)

Unit Titles (Management) Act 2011

[www.legislation.act.gov.au/a/2011-41](http://www.legislation.act.gov.au/a/2011-41)

Owners Corporation Network of the ACT (OCN)

[www.ocnact.org.au](http://www.ocnact.org.au)







18/0726

**Easier. Simpler. Here to Help.**



# Sinking Fund Plan

## Atlas

**16 Alex Colley Crescent, Wright, ACT, 2611**  
**Scheme Number: 15685**



***COMPILED BY VON HARAMINA***

**On 27 January 2023 for the**  
**15 Years Commencing: 1 December 2022**  
**QIA Job Reference Number: 186686**

Professional Indemnity Insurance Policy Number 1411189338 PLP  
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QIA Group Pty Ltd  
ABN 27 116 106 453

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QIA Group Pty Ltd

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## INTRODUCTION

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

## LOCATION

16 Alex Colley Crescent, Wright, ACT, 2611

## REPORT SUMMARY

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

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

|   |         |
|---|---------|
| The Sinking Fund Levy per entitlement already set is: | \$5.00  |
| Number of Lot/Unit Entitlements:                      | 1000    |
| Opening Balance:                                      | \$0.00  |
| The proposed Sinking Fund Levy per entitlement is:    | \$12.64 |

## METHODOLOGY

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

The report will generally categorise costs as follows:

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

The levy income has been determined by forecasting the expenditure requirement to replace or renew assets or finishes that have an effective life and making an allowance for items that do not have a finite lifespan. The levy income is initially increased each year by a variable inflationary factor to smooth the effects of major cost fluctuations given the initial fund balance and income.

No allowance has been made for interest receivable on the Sinking Fund Account, possible bank charges or tax obligations arising from bank interest.

Future replacement costs have been calculated by assessing the current replacement cost for each item to a standard the same or better than the original. These anticipated costs are increased each year at a rate of 5.0% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10.0% per annum has been applied to anticipated costs and it is applied to each individual cost in the year the cost (e.g. painting) is expected to occur (e.g. 2035), the contingency rate is not an annual compounding cost.

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

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

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

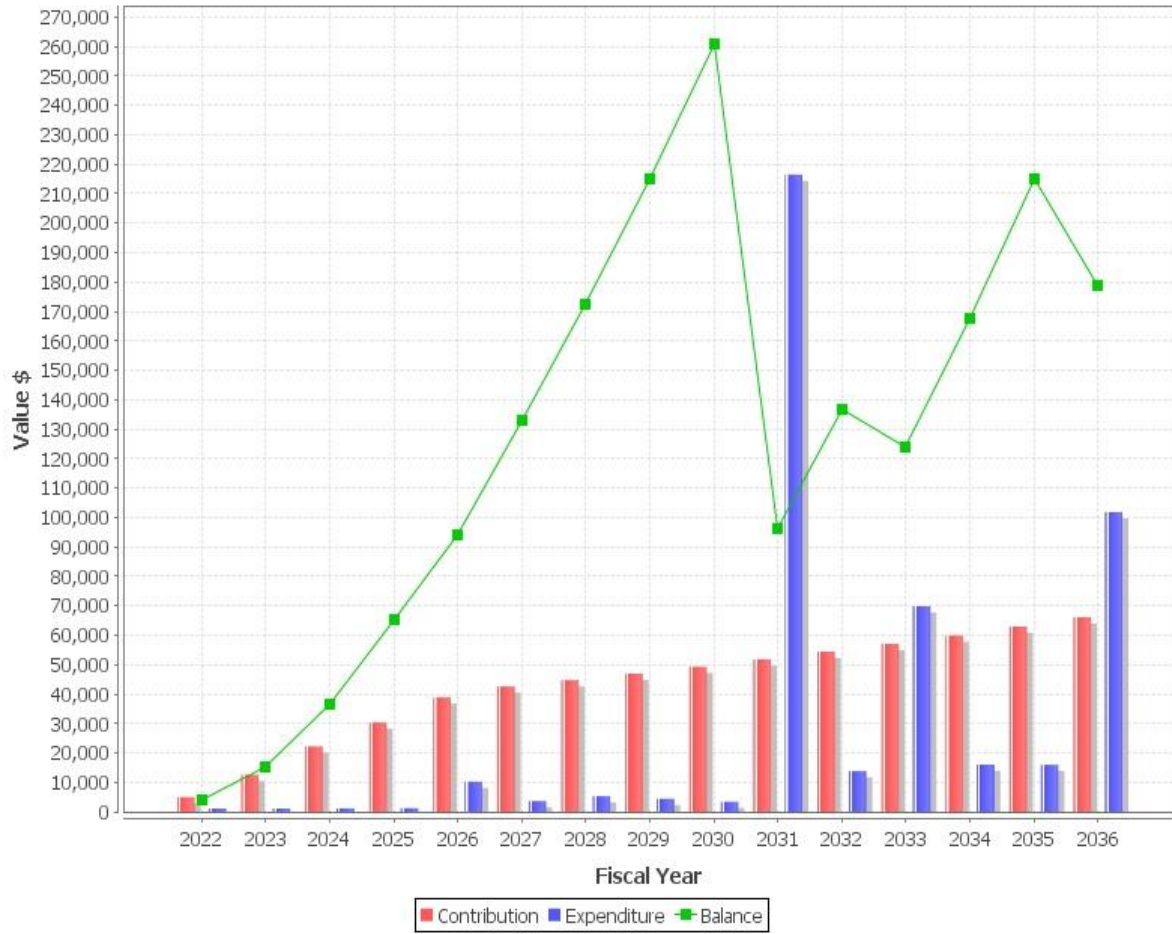
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

This report assumes that all plant and equipment will be maintained under comprehensive maintenance agreements. Expenditure incurred for maintenance agreements is taken to be covered within the Administrative Fund Budget, as are any smaller items that would be considered routine replacement items.

## SINKING FUND FINANCIAL SUMMARY

| Report Year | Fiscal From | Opening Balance | Income                  |                              | Expenses  | Closing Balance (End of Year) |
|-------------|-------------|-----------------|-------------------------|------------------------------|-----------|-------------------------------|
|             |             |                 | Contribution Total P.A. | Contribution per Entitlement |           |                               |
| 1           | 01/12/2022  | \$0             | \$5,000                 | \$5.00                       | \$1,109   | \$3,891                       |
| 2           | 01/12/2023  | \$3,891         | \$12,639                | \$12.64                      | \$1,164   | \$15,366                      |
| 3           | 01/12/2024  | \$15,366        | \$22,272                | \$22.27                      | \$1,222   | \$36,416                      |
| 4           | 01/12/2025  | \$36,416        | \$30,386                | \$30.39                      | \$1,284   | \$65,518                      |
| 5           | 01/12/2026  | \$65,518        | \$38,905                | \$38.91                      | \$10,256  | \$94,167                      |
| 6           | 01/12/2027  | \$94,167        | \$42,609                | \$42.61                      | \$3,663   | \$133,114                     |
| 7           | 01/12/2028  | \$133,114       | \$44,739                | \$44.74                      | \$5,356   | \$172,497                     |
| 8           | 01/12/2029  | \$172,497       | \$46,976                | \$46.98                      | \$4,475   | \$214,999                     |
| 9           | 01/12/2030  | \$214,999       | \$49,325                | \$49.33                      | \$3,481   | \$260,843                     |
| 10          | 01/12/2031  | \$260,843       | \$51,792                | \$51.79                      | \$216,485 | \$96,150                      |
| 11          | 01/12/2032  | \$96,150        | \$54,387                | \$54.39                      | \$13,851  | \$136,686                     |
| 12          | 01/12/2033  | \$136,686       | \$57,100                | \$57.10                      | \$69,844  | \$123,941                     |
| 13          | 01/12/2034  | \$123,941       | \$59,955                | \$59.96                      | \$16,074  | \$167,823                     |
| 14          | 01/12/2035  | \$167,823       | \$62,953                | \$62.95                      | \$16,013  | \$214,762                     |
| 15          | 01/12/2036  | \$214,762       | \$66,101                | \$66.10                      | \$101,843 | \$179,020                     |

### SINKING FUND FORECAST MOVEMENT



## SUMMARY OF ANNUAL FORECAST EXPENDITURE

|   |                    |
|---|--------------------|
| <b>December 2022</b>  | Expense<br>Inc GST |
| <b>SUPERSTRUCTURE</b>   |                    |
| - Capital Replacement - General   | \$1,109            |
| <u>Total Forecast Expenditure for year - December 2022 (Inc<br/>GST):</u> | <u>\$1,109</u>     |
| Includes GST amount of :  | \$101              |
| <b>December 2023</b>  | Expense<br>Inc GST |
| <b>SUPERSTRUCTURE</b>   |                    |
| - Capital Replacement - General   | \$1,164            |
| <u>Total Forecast Expenditure for year - December 2023 (Inc<br/>GST):</u> | <u>\$1,164</u>     |
| Includes GST amount of :  | \$106              |
| <b>December 2024</b>  | Expense<br>Inc GST |
| <b>SUPERSTRUCTURE</b>   |                    |
| - Capital Replacement - General   | \$1,222            |
| <u>Total Forecast Expenditure for year - December 2024 (Inc<br/>GST):</u> | <u>\$1,222</u>     |
| Includes GST amount of :  | \$111              |
| <b>December 2025</b>  | Expense<br>Inc GST |
| <b>SUPERSTRUCTURE</b>   |                    |
| - Capital Replacement - General   | \$1,284            |
| <u>Total Forecast Expenditure for year - December 2025 (Inc<br/>GST):</u> | <u>\$1,284</u>     |
| Includes GST amount of :  | \$117              |

|                      |                    |
|----------------------|--------------------|
| <b>December 2026</b> | Expense<br>Inc GST |
|----------------------|--------------------|

**SUPERSTRUCTURE**

|                                 |         |
|---------------------------------|---------|
| - Capital Replacement - General | \$1,348 |
|---------------------------------|---------|

**FURNITURE & FITTINGS**

|  |         |
|--|---------|
| - Provision to upgrade keypad/ swipe readers | \$1,832 |
|--|---------|

**FIRE PROTECTION SYSTEMS**

|  |         |
|--|---------|
| - Provision to replace portable fire extinguishers | \$7,076 |
|--|---------|

|   |                 |
|---|-----------------|
| <u>Total Forecast Expenditure for year - December 2026 (Inc<br/>GST):</u> | <u>\$10,256</u> |
|---|-----------------|

|                          |       |
|--------------------------|-------|
| Includes GST amount of : | \$932 |
|--------------------------|-------|

|                      |                    |
|----------------------|--------------------|
| <b>December 2027</b> | Expense<br>Inc GST |
|----------------------|--------------------|

**SUPERSTRUCTURE**

|                                 |         |
|---------------------------------|---------|
| - Capital Replacement - General | \$1,415 |
|---------------------------------|---------|

**BASEMENT**

|   |       |
|---|-------|
| - Maintain/repair main garage door running gear | \$642 |
|---|-------|

**EXTERNAL WORKS**

|                            |         |
|----------------------------|---------|
| - Maintain common pipework | \$1,605 |
|----------------------------|---------|

|   |                |
|---|----------------|
| <u>Total Forecast Expenditure for year - December 2027 (Inc<br/>GST):</u> | <u>\$3,663</u> |
|---|----------------|

|                          |       |
|--------------------------|-------|
| Includes GST amount of : | \$333 |
|--------------------------|-------|

|                      |                    |
|----------------------|--------------------|
| <b>December 2028</b> | Expense<br>Inc GST |
|----------------------|--------------------|

**SUPERSTRUCTURE**

|                                 |         |
|---------------------------------|---------|
| - Capital Replacement - General | \$1,486 |
|---------------------------------|---------|

**FURNITURE & FITTINGS**

|   |                |
|---|----------------|
| - Install/Replace sensors/exits/emergency lighting                    | \$1,972        |
| - Provision to replace door closers                                   | \$858          |
| - Provision to replace door hardware                                  | \$1,040        |
| <u>Total Forecast Expenditure for year - December 2028 (Inc GST):</u> | <u>\$5,356</u> |
| Includes GST amount of :  | \$487          |

|                      |                    |
|----------------------|--------------------|
| <b>December 2029</b> | Expense<br>Inc GST |
|----------------------|--------------------|

**SUPERSTRUCTURE**

|  |         |
|--|---------|
| - Provision to replace balustrade/handrail fixings | \$943   |
| - Capital Replacement - General                    | \$1,560 |

**DRIVEWAYS, PATHWAYS & PARKING**

|                                    |       |
|------------------------------------|-------|
| - Provision to replace wheel stops | \$934 |
|------------------------------------|-------|

**FURNITURE & FITTINGS**

|   |                |
|---|----------------|
| - Ongoing partial replacement of exterior lighting                    | \$1,037        |
| <u>Total Forecast Expenditure for year - December 2029 (Inc GST):</u> | <u>\$4,475</u> |
| Includes GST amount of :  | \$407          |

|                      |                    |
|----------------------|--------------------|
| <b>December 2030</b> | Expense<br>Inc GST |
|----------------------|--------------------|

**SUPERSTRUCTURE**

|  |         |
|--|---------|
| - Replace window fixtures and fittings | \$1,075 |
| - Capital Replacement - General        | \$1,638 |

**FIRE PROTECTION SYSTEMS**

|   |                |
|---|----------------|
| - Provision to replace fire hose reel                                 | \$768          |
| <u>Total Forecast Expenditure for year - December 2030 (Inc GST):</u> | <u>\$3,481</u> |
| Includes GST amount of :  | \$316          |

| <b>December 2031</b>                               | <b>Expense<br/>Inc GST</b> |
|--|----------------------------|
| <b>SUPERSTRUCTURE</b>                              |                            |
| - Repaint buildings                                | \$91,686                   |
| - Repaint balcony/verandah ceilings                | \$7,884                    |
| - Repaint vent/downpipes                           | \$7,995                    |
| - Repaint soffits                                  | \$1,978                    |
| - Scaffold/access equip allowance                  | \$19,611                   |
| - Repaint door face                                | \$2,903                    |
| - Repaint balustrade                               | \$10,486                   |
| - Repaint handrails                                | \$2,724                    |
| - Capital Replacement - General                    | \$1,720                    |
| <b>BASEMENT</b>                                    |                            |
| - Repaint walls                                    | \$409                      |
| - Repaint door face                                | \$323                      |
| - Replace garage door motor                        | \$2,365                    |
| <b>DRIVEWAYS, PATHWAYS &amp; PARKING</b>           |                            |
| - Repaint bollards                                 | \$896                      |
| - Repaint line marking                             | \$5,084                    |
| <b>FENCING</b>                                     |                            |
| - Repaint boundary walls/fencing                   | \$8,257                    |
| <b>FURNITURE &amp; FITTINGS</b>                    |                            |
| - Install/Replace sensors/exits/emergency lighting | \$2,283                    |
| - Provision to upgrade keypad/ swipe readers       | \$2,338                    |
| - Provision to replace door closers                | \$993                      |

**FIRE PROTECTION SYSTEMS**

|   |         |
|---|---------|
| - Provision to replace portable fire extinguishers      | \$9,031 |
| - Provision to replace hydrant valve assemblies & seals | \$1,792 |

**STAIRWELL**

|                              |          |
|------------------------------|----------|
| - Repaint walls              | \$19,781 |
| - Repaint ceiling            | \$5,563  |
| - Maintain/repaint handrails | \$4,902  |
| - Repaint door face          | \$5,483  |

Total Forecast Expenditure for year - December 2031 (Inc GST): \$216,485

Includes GST amount of : \$19,680

**December 2032**

Expense  
Inc GST

**SUPERSTRUCTURE**

|  |         |
|--|---------|
| - Provision to replace balustrade/handrail fixings | \$1,092 |
| - Capital Replacement - General                    | \$1,806 |

**DRIVEWAYS, PATHWAYS & PARKING**

|                                  |         |
|----------------------------------|---------|
| - Maintain pathways 10% of total | \$2,468 |
|----------------------------------|---------|

**FURNITURE & FITTINGS**

|  |         |
|--|---------|
| - Ongoing partial replacement of exterior lighting   | \$1,200 |
| - Provision to upgrade intercom systems, handsets & associated equipment in 15 years (partial accrual) 20% | \$7,285 |

Total Forecast Expenditure for year - December 2032 (Inc GST): \$13,851

Includes GST amount of : \$1,259

| <b>December 2033</b>   | Expense<br>Inc GST |
|--|--------------------|
| <b>SUPERSTRUCTURE</b>  |                    |
| - Maintain balcony/verandah floor tiles  | \$13,527           |
| - Capital Replacement - General  | \$1,896            |
| <b>BASEMENT</b>  |                    |
| - Provision for CO sensor replacement  | \$1,086            |
| - Maintain/repair main garage door running gear  | \$861              |
| - Maintain/replace HVAC monitor/variable driver  | \$2,949            |
| <b>DRIVEWAYS, PATHWAYS &amp; PARKING</b>   |                    |
| - Maintain driveway 3% of total  | \$3,799            |
| - Provision to replace wheel stops   | \$1,136            |
| <b>FURNITURE &amp; FITTINGS</b>  |                    |
| - Provision to upgrade intercom systems, handsets & associated equipment in 15 years (partial accrual) 20% | \$7,649            |
| <b>ROOF</b>  |                    |
| - Provision to maintain roof fixtures and flashings  | \$4,939            |
| <b>STAIRWELL</b>   |                    |
| - Replace carpet   | \$32,002           |
| <u>Total Forecast Expenditure for year - December 2033 (Inc GST):</u>                                      | <u>\$69,844</u>    |
| Includes GST amount of :   | \$6,349            |

| <b>December 2034</b>            | Expense<br>Inc GST |
|---------------------------------|--------------------|
| <b>SUPERSTRUCTURE</b>           |                    |
| - Capital Replacement - General | \$1,991            |
| <b>EXTERNAL WORKS</b>           |                    |
| - Maintain common pipework      | \$2,259            |

**FURNITURE & FITTINGS**

|  |                 |
|--|-----------------|
| - Install/Replace sensors/exits/emergency lighting   | \$2,643         |
| - Provision to upgrade intercom systems, handsets & associated equipment in 15 years (partial accrual) 20% | \$8,031         |
| - Provision to replace door closers  | \$1,150         |
| <u>Total Forecast Expenditure for year - December 2034 (Inc GST):</u>                                      | <u>\$16,074</u> |
| Includes GST amount of :   | \$1,461         |

|                      |                    |
|----------------------|--------------------|
| <b>December 2035</b> | Expense<br>Inc GST |
|----------------------|--------------------|

**SUPERSTRUCTURE**

|  |         |
|--|---------|
| - Replace window fixtures and fittings             | \$1,372 |
| - Provision to replace balustrade/handrail fixings | \$1,264 |
| - Capital Replacement - General                    | \$2,091 |

**FURNITURE & FITTINGS**

|  |                 |
|--|-----------------|
| - Ongoing partial replacement of exterior lighting   | \$1,390         |
| - Provision to upgrade intercom systems, handsets & associated equipment in 15 years (partial accrual) 20% | \$8,433         |
| - Provision to replace door hardware   | \$1,464         |
| <u>Total Forecast Expenditure for year - December 2035 (Inc GST):</u>                                      | <u>\$16,013</u> |
| Includes GST amount of :   | \$1,456         |

|                      |                    |
|----------------------|--------------------|
| <b>December 2036</b> | Expense<br>Inc GST |
|----------------------|--------------------|

**SUPERSTRUCTURE**

|  |          |
|--|----------|
| - Provision to replace single garage doors in 30 years (partial accrual) 25% | \$12,649 |
| - Provision to replace double garage doors in 30 years (partial accrual) 25% | \$4,031  |
| - Capital Replacement - General  | \$2,195  |

**BASEMENT**

|                                       |         |
|---------------------------------------|---------|
| - Replace exhaust/supply fan          | \$5,488 |
| - Provision for CO sensor replacement | \$1,258 |
| - Maintain ventilation ducting        | \$1,633 |
| - Maintain/replace storage enclosures | \$2,161 |

**FENCING**

|  |         |
|--|---------|
| - Provision to replace colorbond fencing/gates in 35 years (partial accrual) 20% | \$1,070 |
| - Replace powder coated baluster fencing in 30 years (partial accrual) 25%       | \$1,932 |
| - Replace timber fencing in 25 years (partial accrual) 33%                       | \$2,276 |

**FURNITURE & FITTINGS**

|  |         |
|--|---------|
| - Maintain signage   | \$1,921 |
| - Provision to replace mail boxes in 25 years (partial accrual) 33%  | \$3,328 |
| - Provision to upgrade keypad/ swipe readers   | \$2,984 |
| - Provision to upgrade intercom systems, handsets & associated equipment in 15 years (partial accrual) 20% | \$8,855 |

**FIRE PROTECTION SYSTEMS**

|  |          |
|--|----------|
| - Provision to upgrade Fire Panel & associated detection equipment in 19 years (partial accrual) 20% | \$8,964  |
| - Provision to replace portable fire extinguishers   | \$11,526 |

**ROOF**

|   |                  |
|---|------------------|
| - Provision to replace guttering in 35 years (partial accrual)<br>20%     | \$6,780          |
| - Provision to replace down pipes in 35 years (partial<br>accrual) 20%    | \$5,235          |
| - Provision partial balcony membrane replacement                          | \$17,557         |
| <u>Total Forecast Expenditure for year - December 2036 (Inc<br/>GST):</u> | <u>\$101,843</u> |
| Includes GST amount of :  | \$9,258          |

## ITEMISED EXPENDITURE BY YEAR

| Item   | Current Cost | Year 1st Applied | Remain Life/ Next Interval | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031  | 2032 | 2033  | 2034 | 2035 | 2036  |
|--|--------------|------------------|----------------------------|------|------|------|------|------|------|------|------|------|-------|------|-------|------|------|-------|
| <b>SUPERSTRUCTURE</b>  |              |                  |                            |      |      |      |      |      |      |      |      |      |       |      |       |      |      |       |
| - Repair buildings   | \$51,170     | 2031             | 10                         |      |      |      |      |      |      |      |      |      | 91686 |      |       |      |      |       |
| - Repair balcony/verandah ceilings   | \$4,400      | 2031             | 10                         |      |      |      |      |      |      |      |      |      | 7884  |      |       |      |      |       |
| - Replace window fixtures and fittings                                       | \$630        | 2030             | 5                          |      |      |      |      |      |      |      |      | 1075 |       |      |       |      | 1372 |       |
| - Repair vent/downpipes  | \$4,462      | 2031             | 10                         |      |      |      |      |      |      |      |      |      | 7995  |      |       |      |      |       |
| - Repair soffits   | \$1,104      | 2031             | 10                         |      |      |      |      |      |      |      |      |      | 1978  |      |       |      |      |       |
| - Scaffold/access equip allowance  | \$10,945     | 2031             | 10                         |      |      |      |      |      |      |      |      |      | 19611 |      |       |      |      |       |
| - Repair door face   | \$1,620      | 2031             | 10                         |      |      |      |      |      |      |      |      |      | 2903  |      |       |      |      |       |
| - Provision to replace balustrade/handrail fixings                           | \$580        | 2029             | 3                          |      |      |      |      |      |      |      | 943  |      |       | 1092 |       |      | 1264 |       |
| - Repair balustrade  | \$5,852      | 2031             | 10                         |      |      |      |      |      |      |      |      |      | 10486 |      |       |      |      |       |
| - Repair handrails   | \$1,520      | 2031             | 10                         |      |      |      |      |      |      |      |      |      | 2724  |      |       |      |      |       |
| - Provision to replace single garage doors in 30 years (partial accrual) 25% | \$5,531      | 2036             | 5                          |      |      |      |      |      |      |      |      |      |       |      |       |      |      | 12649 |
| - Provision to replace double garage doors in 30 years (partial accrual) 25% | \$1,762      | 2036             | 5                          |      |      |      |      |      |      |      |      |      |       |      |       |      |      | 4031  |
| - Maintain balcony/verandah floor tiles                                      | \$6,848      | 2033             | 7                          |      |      |      |      |      |      |      |      |      |       |      | 13527 |      |      |       |
| - Capital Replacement - General  | \$960        | 2022             | 1                          | 1109 | 1164 | 1222 | 1284 | 1348 | 1415 | 1486 | 1560 | 1638 | 1720  | 1806 | 1896  | 1991 | 2091 | 2195  |

| Item   | Current Cost | Year 1st Applied | Remain Life/ Next Interval | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 |
|--|--------------|------------------|----------------------------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| <b>BASEMENT</b>  |              |                  |                            |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
| - Replace exhaust/supply fan   | \$2,400      | 2036             | 15                         |      |      |      |      |      |      |      |      |      |      |      |      |      |      | 5488 |
| - Provision for CO sensor replacement  | \$550        | 2033             | 3                          |      |      |      |      |      |      |      |      |      |      |      | 1086 |      |      | 1258 |
| - Repaint walls  | \$228        | 2031             | 10                         |      |      |      |      |      |      |      |      |      | 409  |      |      |      |      | 1633 |
| - Maintain ventilation ducting   | \$714        | 2036             | 15                         |      |      |      |      |      |      |      |      |      | 323  |      |      |      |      |      |
| - Repair door face   | \$180        | 2031             | 10                         |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
| - Maintain/repair main garage door running gear                                  | \$436        | 2027             | 6                          |      |      |      |      |      | 642  |      |      |      |      |      | 861  |      |      |      |
| - Replace garage door motor  | \$1,320      | 2031             | 10                         |      |      |      |      |      |      |      |      |      | 2365 |      |      |      |      |      |
| - Maintain/replace HVAC monitor/variable driver                                  | \$1,493      | 2033             | 12                         |      |      |      |      |      |      |      |      |      |      |      | 2949 |      |      |      |
| - Maintain/replace storage enclosures  | \$945        | 2036             | 35                         |      |      |      |      |      |      |      |      |      |      |      |      |      |      | 2161 |
| <b>DRIVEWAYS, PATHWAYS &amp; PARKING</b>   |              |                  |                            |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
| - Maintain pathways 10% of total   | \$1,312      | 2032             | 6                          |      |      |      |      |      |      |      |      |      |      | 2468 |      |      |      |      |
| - Maintain driveway 3% of total  | \$1,923      | 2033             | 4                          |      |      |      |      |      |      |      |      |      |      |      | 3799 |      |      |      |
| - Repaint bollards   | \$500        | 2031             | 10                         |      |      |      |      |      |      |      |      |      | 896  |      |      |      |      |      |
| - Repaint line marking   | \$2,837      | 2031             | 10                         |      |      |      |      |      |      |      |      |      | 5084 |      |      |      |      |      |
| - Provision to replace wheel stops   | \$575        | 2029             | 4                          |      |      |      |      |      |      |      | 934  |      |      |      | 1136 |      |      |      |
| <b>EXTERNAL WORKS</b>  |              |                  |                            |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
| - Maintain common pipework   | \$1,089      | 2027             | 7                          |      |      |      |      |      | 1605 |      |      |      |      |      |      | 2259 |      |      |
| <b>FENCING</b>   |              |                  |                            |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
| - Provision to replace colorbond fencing/gates in 35 years (partial accrual) 20% | \$468        | 2036             | 5                          |      |      |      |      |      |      |      |      |      |      |      |      |      |      | 1070 |
| - Replace powder coated baluster fencing in 30 years (partial accrual) 25%       | \$845        | 2036             | 5                          |      |      |      |      |      |      |      |      |      |      |      |      |      |      | 1932 |
| - Replace timber fencing in 25 years (partial accrual) 33%                       | \$995        | 2036             | 5                          |      |      |      |      |      |      |      |      |      |      |      |      |      |      | 2276 |
| - Repaint boundary walls/fencing   | \$4,608      | 2031             | 10                         |      |      |      |      |      |      |      |      |      | 8257 |      |      |      |      |      |

| Item   | Current Cost | Year 1st Applied | Remain Life/<br>Next Interval | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036  |
|--|--------------|------------------|-------------------------------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|-------|
| <b>FURNITURE &amp; FITTINGS</b>  |              |                  |                               |      |      |      |      |      |      |      |      |      |      |      |      |      |      |       |
| - Maintain signage   | \$840        | 2036             | 7                             |      |      |      |      |      |      |      |      |      |      |      |      |      |      | 1921  |
| - Provision to replace mail boxes in 25 years (partial accrual) 33%  | \$1,455      | 2036             | 5                             |      |      |      |      |      |      |      |      |      |      |      |      |      |      | 3328  |
| - Install/Replace sensors/exits/emergency lighting   | \$1,274      | 2028             | 3                             |      |      |      |      |      |      | 1972 |      |      | 2283 |      |      | 2643 |      |       |
| - Ongoing partial replacement of exterior lighting   | \$638        | 2029             | 3                             |      |      |      |      |      |      |      | 1037 |      |      | 1200 |      |      | 1390 |       |
| - Provision to upgrade keypad/ swipe readers   | \$1,305      | 2026             | 5                             |      |      |      |      | 1832 |      |      |      |      | 2338 |      |      |      |      | 2984  |
| - Provision to upgrade intercom systems, handsets & associated equipment in 15 years (partial accrual) 20% | \$3,872      | 2032             | 1                             |      |      |      |      |      |      |      |      |      |      | 7285 | 7649 | 8031 | 8433 | 8855  |
| - Provision to replace door closers  | \$554        | 2028             | 3                             |      |      |      |      |      |      | 858  |      |      | 993  |      |      |      | 1150 |       |
| - Provision to replace door hardware   | \$672        | 2028             | 7                             |      |      |      |      |      |      | 1040 |      |      |      |      |      |      | 1464 |       |
| <b>FIRE PROTECTION SYSTEMS</b>   |              |                  |                               |      |      |      |      |      |      |      |      |      |      |      |      |      |      |       |
| - Provision to upgrade Fire Panel & associated detection equipment in 19 years (partial accrual) 20%       | \$3,920      | 2036             | 1                             |      |      |      |      |      |      |      |      |      |      |      |      |      |      | 8964  |
| - Provision to replace fire hose reel  | \$450        | 2030             | 9                             |      |      |      |      |      |      |      |      | 768  |      |      |      |      |      |       |
| - Provision to replace portable fire extinguishers   | \$5,040      | 2026             | 5                             |      |      |      |      | 7076 |      |      |      |      | 9031 |      |      |      |      | 11526 |
| - Provision to replace hydrant valve assemblies & seals  | \$1,000      | 2031             | 10                            |      |      |      |      |      |      |      |      |      | 1792 |      |      |      |      |       |
| <b>ROOF</b>  |              |                  |                               |      |      |      |      |      |      |      |      |      |      |      |      |      |      |       |
| - Provision to replace guttering in 35 years (partial accrual) 20%   | \$2,965      | 2036             | 5                             |      |      |      |      |      |      |      |      |      |      |      |      |      |      | 6780  |
| - Provision to replace down pipes in 35 years (partial accrual) 20%  | \$2,289      | 2036             | 5                             |      |      |      |      |      |      |      |      |      |      |      |      |      |      | 5235  |
| - Provision partial balcony membrane replacement   | \$7,678      | 2036             | 5                             |      |      |      |      |      |      |      |      |      |      |      |      |      |      | 17557 |
| - Provision to maintain roof fixtures and flashings  | \$2,500      | 2033             | 6                             |      |      |      |      |      |      |      |      |      |      |      | 4939 |      |      |       |

| Item                        | Current Cost | Year 1st Applied | Remain Life/ Next Interval | 2022 | 2023 | 2024 | 2025 | 2026  | 2027 | 2028 | 2029 | 2030 | 2031   | 2032  | 2033  | 2034  | 2035  | 2036   |
|-----------------------------|--------------|------------------|----------------------------|------|------|------|------|-------|------|------|------|------|--------|-------|-------|-------|-------|--------|
| <b>STAIRWELL</b>            |              |                  |                            |      |      |      |      |       |      |      |      |      |        |       |       |       |       |        |
| - Repair walls              | \$11,040     | 2031             | 10                         |      |      |      |      |       |      |      |      |      | 19781  |       |       |       |       |        |
| - Repair ceiling            | \$3,105      | 2031             | 10                         |      |      |      |      |       |      |      |      |      | 5563   |       |       |       |       |        |
| - Maintain/repair handrails | \$2,736      | 2031             | 10                         |      |      |      |      |       |      |      |      |      | 4902   |       |       |       |       |        |
| - Replace carpet            | \$16,200     | 2033             | 12                         |      |      |      |      |       |      |      |      |      |        |       | 32002 |       |       |        |
| - Repair door face          | \$3,060      | 2031             | 10                         |      |      |      |      |       |      |      |      |      | 5483   |       |       |       |       |        |
| <b>Total</b>                |              |                  |                            | 1109 | 1164 | 1222 | 1284 | 10256 | 3663 | 5356 | 4475 | 3481 | 216485 | 13851 | 69844 | 16074 | 16013 | 101843 |
| Includes GST amount of      |              |                  |                            | 101  | 106  | 111  | 117  | 932   | 333  | 487  | 407  | 316  | 19680  | 1259  | 6349  | 1461  | 1456  | 9258   |

## ITEMISED ACCRUALS BY YEAR

| Item   | Current Cost | Year 1st applied | Remain Life/<br>Next Interval | 2022        | 2023        | 2024        | 2025        | 2026        | 2027        | 2028        | 2029        | 2030        | 2031         | 2032        | 2033         | 2034        | 2035        | 2036         |
|--|--------------|------------------|-------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|-------------|--------------|-------------|-------------|--------------|
| <b>SUPERSTRUCTURE</b>  |              |                  |                               |             |             |             |             |             |             |             |             |             |              |             |              |             |             |              |
| - Repair buildings   | \$51,170     | 2031             | 10                            | 7289        | 14943       | 22980       | 31418       | 40279       | 49582       | 59351       | 69608       | 80378       | <b>91686</b> | 11874       | 24341        | 37432       | 51177       | 65610        |
| - Repair balcony/verandah ceilings   | \$4,400      | 2031             | 10                            | 627         | 1285        | 1976        | 2702        | 3464        | 4264        | 5104        | 5986        | 6912        | <b>7884</b>  | 1021        | 2093         | 3219        | 4401        | 5642         |
| - Replace window fixtures and fittings                                       | \$630        | 2030             | 5                             | 97          | 200         | 307         | 420         | 539         | 663         | 794         | 931         | <b>1075</b> | 248          | 509         | 783          | 1070        | <b>1372</b> | 317          |
| - Repair vent/downpipes  | \$4,462      | 2031             | 10                            | 636         | 1303        | 2004        | 2740        | 3512        | 4324        | 5175        | 6070        | 7009        | <b>7995</b>  | 1035        | 2123         | 3264        | 4463        | 5721         |
| - Repair soffits   | \$1,104      | 2031             | 10                            | 157         | 322         | 496         | 678         | 869         | 1070        | 1280        | 1502        | 1734        | <b>1978</b>  | 256         | 525          | 807         | 1104        | 1415         |
| - Scaffold/access equip allowance  | \$10,945     | 2031             | 10                            | 1559        | 3196        | 4915        | 6720        | 8615        | 10605       | 12695       | 14889       | 17192       | <b>19611</b> | 2540        | 5206         | 8006        | 10946       | 14033        |
| - Repair door face   | \$1,620      | 2031             | 10                            | 231         | 473         | 728         | 995         | 1275        | 1570        | 1879        | 2204        | 2545        | <b>2903</b>  | 376         | 771          | 1185        | 1620        | 2077         |
| - Provision to replace balustrade/handrail fixings                           | \$580        | 2029             | 3                             | 99          | 202         | 311         | 426         | 546         | 672         | 804         | <b>943</b>  | 346         | 710          | <b>1092</b> | 401          | 822         | <b>1264</b> | 464          |
| - Repair balustrade  | \$5,852      | 2031             | 10                            | 834         | 1709        | 2628        | 3593        | 4607        | 5671        | 6788        | 7961        | 9193        | <b>10486</b> | 1358        | 2784         | 4281        | 5853        | 7503         |
| - Repair handrails   | \$1,520      | 2031             | 10                            | 217         | 444         | 683         | 933         | 1197        | 1473        | 1763        | 2068        | 2388        | <b>2724</b>  | 353         | 723          | 1112        | 1520        | 1949         |
| - Provision to replace single garage doors in 30 years (partial accrual) 25% | \$5,531      | 2036             | 5                             | 586         | 1202        | 1848        | 2527        | 3239        | 3987        | 4773        | 5598        | 6464        | 7373         | 8328        | 9330         | 10383       | 11488       | <b>12649</b> |
| - Provision to replace double garage doors in 30 years (partial accrual) 25% | \$1,762      | 2036             | 5                             | 187         | 383         | 589         | 805         | 1032        | 1271        | 1521        | 1784        | 2060        | 2350         | 2654        | 2973         | 3309        | 3661        | <b>4031</b>  |
| - Maintain balcony/verandah floor tiles                                      | \$6,848      | 2033             | 7                             | 850         | 1742        | 2679        | 3663        | 4696        | 5781        | 6919        | 8115        | 9371        | 10689        | 12073       | <b>13527</b> | 2338        | 4792        | 7369         |
| - Capital Replacement - General  | \$960        | 2022             | 1                             | <b>1109</b> | <b>1164</b> | <b>1222</b> | <b>1284</b> | <b>1348</b> | <b>1415</b> | <b>1486</b> | <b>1560</b> | <b>1638</b> | <b>1720</b>  | <b>1806</b> | <b>1896</b>  | <b>1991</b> | <b>2091</b> | <b>2195</b>  |

| Item  | Current Cost | Year 1st applied | Remain Life/<br>Next Interval | 2022 | 2023 | 2024 | 2025 | 2026 | 2027        | 2028 | 2029       | 2030 | 2031        | 2032        | 2033        | 2034        | 2035 | 2036        |
|---|--------------|------------------|-------------------------------|------|------|------|------|------|-------------|------|------------|------|-------------|-------------|-------------|-------------|------|-------------|
| <b>BASEMENT</b>                                 |              |                  |                               |      |      |      |      |      |             |      |            |      |             |             |             |             |      |             |
| - Replace exhaust/supply fan                    | \$2,400      | 2036             | 15                            | 254  | 521  | 802  | 1096 | 1405 | 1730        | 2071 | 2429       | 2804 | 3199        | 3613        | 4048        | 4505        | 4984 | <b>5488</b> |
| - Provision for CO sensor replacement           | \$550        | 2033             | 3                             | 68   | 140  | 215  | 294  | 377  | 464         | 556  | 652        | 752  | 858         | 969         | <b>1086</b> | 399         | 818  | <b>1258</b> |
| - Repaint walls                                 | \$228        | 2031             | 10                            | 33   | 67   | 103  | 140  | 180  | 221         | 265  | 311        | 359  | <b>409</b>  | 53          | 109         | 167         | 228  | 293         |
| - Maintain ventilation ducting                  | \$714        | 2036             | 15                            | 76   | 155  | 239  | 326  | 418  | 515         | 616  | 723        | 834  | 952         | 1075        | 1205        | 1340        | 1483 | <b>1633</b> |
| - Repaint door face                             | \$180        | 2031             | 10                            | 26   | 53   | 81   | 111  | 142  | 175         | 209  | 245        | 283  | <b>323</b>  | 42          | 86          | 132         | 180  | 231         |
| - Maintain/repair main garage door running gear | \$436        | 2027             | 6                             | 94   | 193  | 298  | 407  | 522  | <b>642</b>  | 127  | 259        | 399  | 546         | 699         | <b>861</b>  | 170         | 347  | 534         |
| - Replace garage door motor                     | \$1,320      | 2031             | 10                            | 188  | 385  | 593  | 810  | 1039 | 1279        | 1531 | 1796       | 2073 | <b>2365</b> | 306         | 628         | 965         | 1320 | 1692        |
| - Maintain/replace HVAC monitor/variable driver | \$1,493      | 2033             | 12                            | 185  | 380  | 584  | 799  | 1024 | 1260        | 1508 | 1769       | 2043 | 2330        | 2632        | <b>2949</b> | 333         | 682  | 1049        |
| - Maintain/replace storage enclosures           | \$945        | 2036             | 35                            | 100  | 205  | 316  | 432  | 553  | 681         | 815  | 956        | 1104 | 1260        | 1423        | 1594        | 1774        | 1963 | <b>2161</b> |
| <b>DRIVEWAYS, PATHWAYS &amp; PARKING</b>        |              |                  |                               |      |      |      |      |      |             |      |            |      |             |             |             |             |      |             |
| - Maintain pathways 10% of total                | \$1,312      | 2032             | 6                             | 174  | 356  | 548  | 749  | 960  | 1182        | 1414 | 1659       | 1916 | 2185        | <b>2468</b> | 486         | 997         | 1533 | 2096        |
| - Maintain driveway 3% of total                 | \$1,923      | 2033             | 4                             | 239  | 489  | 752  | 1029 | 1319 | 1623        | 1943 | 2279       | 2632 | 3002        | 3391        | <b>3799</b> | 1071        | 2196 | 3377        |
| - Repaint bollards                              | \$500        | 2031             | 10                            | 71   | 146  | 225  | 307  | 394  | 485         | 580  | 680        | 785  | <b>896</b>  | 116         | 238         | 366         | 500  | 641         |
| - Repaint line marking                          | \$2,837      | 2031             | 10                            | 404  | 829  | 1274 | 1742 | 2233 | 2749        | 3291 | 3860       | 4457 | <b>5084</b> | 658         | 1350        | 2076        | 2838 | 3638        |
| - Provision to replace wheel stops              | \$575        | 2029             | 4                             | 98   | 201  | 308  | 422  | 540  | 665         | 796  | <b>934</b> | 264  | 540         | 831         | <b>1136</b> | 320         | 656  | 1009        |
| <b>EXTERNAL WORKS</b>                           |              |                  |                               |      |      |      |      |      |             |      |            |      |             |             |             |             |      |             |
| - Maintain common pipework                      | \$1,089      | 2027             | 7                             | 236  | 484  | 744  | 1017 | 1304 | <b>1605</b> | 277  | 569        | 875  | 1196        | 1533        | 1887        | <b>2259</b> | 390  | 800         |

| Item   | Current Cost | Year 1st applied | Remain Life/<br>Next Interval | 2022 | 2023 | 2024 | 2025 | 2026        | 2027 | 2028        | 2029        | 2030 | 2031        | 2032        | 2033        | 2034        | 2035        | 2036        |
|--|--------------|------------------|-------------------------------|------|------|------|------|-------------|------|-------------|-------------|------|-------------|-------------|-------------|-------------|-------------|-------------|
| <b>FENCING</b>   |              |                  |                               |      |      |      |      |             |      |             |             |      |             |             |             |             |             |             |
| - Provision to replace colorbond fencing/gates in 35 years (partial accrual) 20%                           | \$468        | 2036             | 5                             | 50   | 102  | 156  | 214  | 274         | 337  | 404         | 474         | 547  | 624         | 704         | 789         | 878         | 972         | <b>1070</b> |
| - Replace powder coated baluster fencing in 30 years (partial accrual) 25%                                 | \$845        | 2036             | 5                             | 90   | 184  | 282  | 386  | 495         | 609  | 729         | 855         | 987  | 1126        | 1272        | 1425        | 1586        | 1755        | <b>1932</b> |
| - Replace timber fencing in 25 years (partial accrual) 33%   | \$995        | 2036             | 5                             | 105  | 216  | 333  | 455  | 583         | 717  | 859         | 1007        | 1163 | 1327        | 1498        | 1679        | 1868        | 2067        | <b>2276</b> |
| - Repair boundary walls/fencing  | \$4,608      | 2031             | 10                            | 656  | 1346 | 2070 | 2829 | 3627        | 4465 | 5345        | 6269        | 7239 | <b>8257</b> | 1069        | 2192        | 3371        | 4609        | 5908        |
| <b>FURNITURE &amp; FITTINGS</b>  |              |                  |                               |      |      |      |      |             |      |             |             |      |             |             |             |             |             |             |
| - Maintain signage   | \$840        | 2036             | 7                             | 89   | 182  | 281  | 384  | 492         | 606  | 725         | 850         | 982  | 1120        | 1265        | 1417        | 1577        | 1745        | <b>1921</b> |
| - Provision to replace mail boxes in 25 years (partial accrual) 33%  | \$1,455      | 2036             | 5                             | 154  | 316  | 486  | 665  | 852         | 1049 | 1256        | 1473        | 1701 | 1940        | 2191        | 2455        | 2732        | 3023        | <b>3328</b> |
| - Install/Replace sensors/exits/emergency lighting   | \$1,274      | 2028             | 3                             | 242  | 497  | 764  | 1044 | 1338        | 1647 | <b>1972</b> | 224         | 1485 | <b>2283</b> | 838         | 1719        | <b>2643</b> | 970         | 1989        |
| - Ongoing partial replacement of exterior lighting   | \$638        | 2029             | 3                             | 109  | 223  | 342  | 468  | 600         | 739  | 884         | <b>1037</b> | 381  | 780         | <b>1200</b> | 441         | 904         | <b>1390</b> | 510         |
| - Provision to upgrade keypad/ swipe readers   | \$1,305      | 2026             | 5                             | 332  | 680  | 1045 | 1429 | <b>1832</b> | 423  | 867         | 1334        | 1824 | <b>2338</b> | 540         | 1107        | 1702        | 2328        | <b>2984</b> |
| - Provision to upgrade intercom systems, handsets & associated equipment in 15 years (partial accrual) 20% | \$3,872      | 2032             | 1                             | 513  | 1051 | 1617 | 2210 | 2833        | 3488 | 4175        | 4897        | 5654 | 6450        | <b>7285</b> | <b>7649</b> | <b>8031</b> | <b>8433</b> | <b>8855</b> |
| - Provision to replace door closers  | \$554        | 2028             | 3                             | 105  | 216  | 332  | 454  | 582         | 717  | <b>858</b>  | 315         | 646  | <b>993</b>  | 365         | 748         | <b>1150</b> | 422         | 866         |
| - Provision to replace door hardware   | \$672        | 2028             | 7                             | 128  | 262  | 403  | 551  | 706         | 869  | <b>1040</b> | 180         | 369  | 567         | 775         | 994         | 1223        | <b>1464</b> | 253         |

| Item   | Current Cost | Year 1st applied | Remain Life/<br>Next Interval | 2022         | 2023         | 2024         | 2025          | 2026          | 2027          | 2028          | 2029          | 2030          | 2031          | 2032          | 2033          | 2034          | 2035          | 2036          |
|--|--------------|------------------|-------------------------------|--------------|--------------|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| <b>FIRE PROTECTION SYSTEMS</b>   |              |                  |                               |              |              |              |               |               |               |               |               |               |               |               |               |               |               |               |
| - Provision to upgrade Fire Panel & associated detection equipment in 19 years (partial accrual) 20% | \$3,920      | 2036             | 1                             | 415          | 852          | 1310         | 1790          | 2295          | 2826          | 3382          | 3967          | 4581          | 5225          | 5902          | 6612          | 7358          | 8142          | <b>8964</b>   |
| - Provision to replace fire hose reel  | \$450        | 2030             | 9                             | 70           | 143          | 220          | 300           | 385           | 474           | 567           | 665           | <b>768</b>    | 108           | 221           | 341           | 466           | 597           | 735           |
| - Provision to replace portable fire extinguishers   | \$5,040      | 2026             | 5                             | 1281         | 2625         | 4037         | 5519          | <b>7076</b>   | 1634          | 3350          | 5152          | 7044          | <b>9031</b>   | 2086          | 4276          | 6576          | 8991          | <b>11526</b>  |
| - Provision to replace hydrant valve assemblies & seals  | \$1,000      | 2031             | 10                            | 142          | 292          | 449          | 614           | 787           | 969           | 1160          | 1360          | 1571          | <b>1792</b>   | 232           | 476           | 731           | 1000          | 1282          |
| <b>ROOF</b>  |              |                  |                               |              |              |              |               |               |               |               |               |               |               |               |               |               |               |               |
| - Provision to replace guttering in 35 years (partial accrual) 20%                                   | \$2,965      | 2036             | 5                             | 314          | 644          | 991          | 1354          | 1736          | 2137          | 2558          | 3000          | 3465          | 3952          | 4464          | 5001          | 5565          | 6158          | <b>6780</b>   |
| - Provision to replace down pipes in 35 years (partial accrual) 20%                                  | \$2,289      | 2036             | 5                             | 243          | 497          | 765          | 1046          | 1341          | 1650          | 1975          | 2317          | 2675          | 3051          | 3447          | 3862          | 4297          | 4755          | <b>5235</b>   |
| - Provision partial balcony membrane replacement   | \$7,678      | 2036             | 5                             | 814          | 1668         | 2565         | 3507          | 4496          | 5534          | 6625          | 7769          | 8972          | 10234         | 11559         | 12951         | 14412         | 15946         | <b>17557</b>  |
| - Provision to maintain roof fixtures and flashings  | \$2,500      | 2033             | 6                             | 310          | 636          | 978          | 1337          | 1715          | 2111          | 2526          | 2963          | 3421          | 3903          | 4408          | <b>4939</b>   | 973           | 1995          | 3067          |
| <b>STAIRWELL</b>   |              |                  |                               |              |              |              |               |               |               |               |               |               |               |               |               |               |               |               |
| - Repair walls   | \$11,040     | 2031             | 10                            | 1573         | 3224         | 4958         | 6778          | 8690          | 10697         | 12805         | 15018         | 17341         | <b>19781</b>  | 2562          | 5252          | 8076          | 11041         | 14155         |
| - Repair ceiling   | \$3,105      | 2031             | 10                            | 442          | 907          | 1394         | 1906          | 2444          | 3008          | 3601          | 4223          | 4877          | <b>5563</b>   | 720           | 1477          | 2271          | 3105          | 3981          |
| - Maintain/repair handrails  | \$2,736      | 2031             | 10                            | 390          | 799          | 1229         | 1680          | 2154          | 2651          | 3173          | 3722          | 4297          | <b>4902</b>   | 635           | 1301          | 2001          | 2736          | 3507          |
| - Replace carpet   | \$16,200     | 2033             | 12                            | 2011         | 4122         | 6338         | 8666          | 11109         | 13676         | 16370         | 19199         | 22169         | 25288         | 28563         | <b>32002</b>  | 3611          | 7402          | 11382         |
| - Repair door face   | \$3,060      | 2031             | 10                            | 436          | 894          | 1374         | 1879          | 2409          | 2965          | 3549          | 4163          | 4807          | <b>5483</b>   | 710           | 1456          | 2238          | 3060          | 3924          |
| <b>TOTAL ACCRUALS</b>  |              |                  |                               | <b>26629</b> | <b>54586</b> | <b>83945</b> | <b>114766</b> | <b>138223</b> | <b>169960</b> | <b>201730</b> | <b>236799</b> | <b>275370</b> | <b>103133</b> | <b>135744</b> | <b>121655</b> | <b>166259</b> | <b>213962</b> | <b>179019</b> |

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

## REPORT INFORMATION

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

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

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

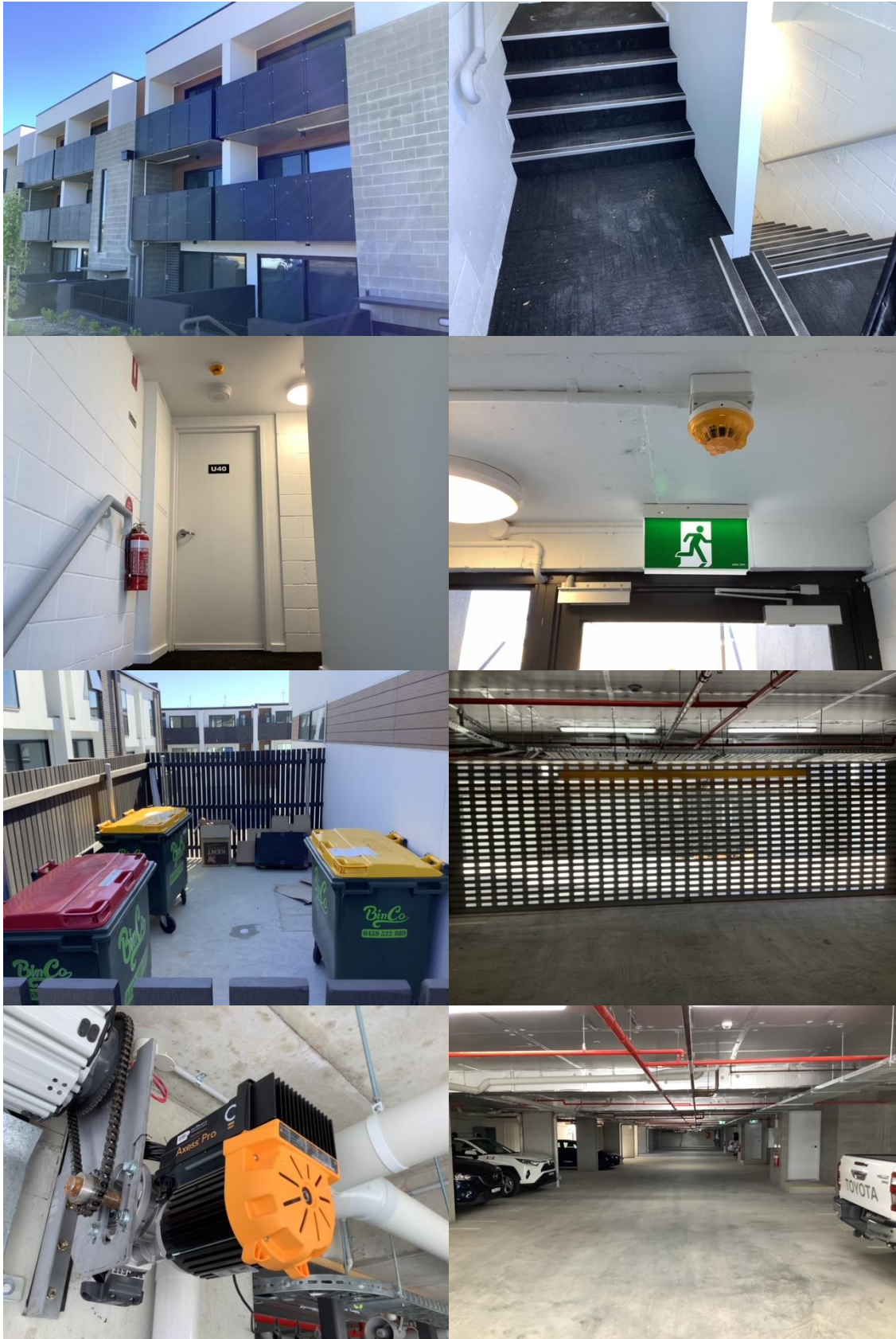
This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report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

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

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

## AREAS NOT INSPECTED

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





# Energy Efficiency Report

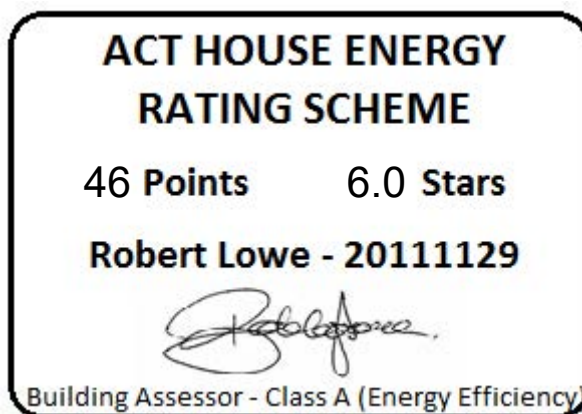


# FirstRate Report



**YOUR HOUSE ENERGY RATING IS:** ★★☆☆☆☆ **6 STARS**  
**in Climate: 24** **SCORE: 46 POINTS**

**Name:** Golden Horizon Property Pty Ltd **Ref No:** 70492  
**House Title:** Unit 25 Block 3 Section 64 WRIGHT **Date:** 18-06-2026  
**Address:** 25/16 Alex Colley Cres, Wright ACT 2611

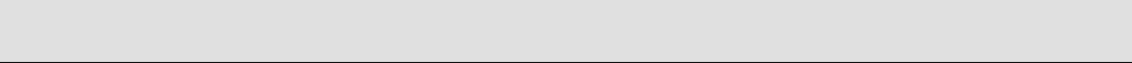
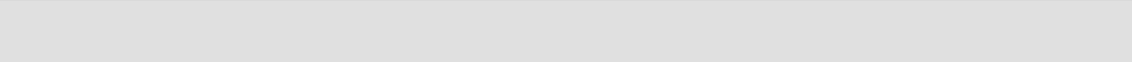


This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.

# IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

| Star Rating | POOR   |     |     | AVERAGE |      |       |        | GOOD    |          |           | V. GOOD |    |
|-------------|--------|-----|-----|---------|------|-------|--------|---------|----------|-----------|---------|----|
|             | 0 Star | ★   | ★★  | ★★★     | ★★★★ | ★★★★★ | ★★★★★★ | ★★★★★★★ | ★★★★★★★★ | ★★★★★★★★★ |         |    |
| Point Score | -71    | -70 | -46 | -45     | -26  | -25   | -11    | -10     | 4        | 5         | 16      | 17 |

|                  |           |  |  |  |  |  |  |  |  |  |  |  |
|------------------|-----------|--|--|--|--|--|--|--|--|--|--|--|
| <b>Current</b>   | <b>46</b> |  |  |  |  |  |  |  |  |  |  |  |
| <b>Potential</b> | <b>46</b> |  |  |  |  |  |  |  |  |  |  |  |

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**

## ORIENTATION

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

|                       |           |               |
|-----------------------|-----------|---------------|
| <b>Current Rating</b> | <b>46</b> | <b>★★★★★★</b> |
|-----------------------|-----------|---------------|

Largest windows in the dwelling;

**Direction : ENE**

**Area : 9 m<sup>2</sup>**

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

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

| <b>ORIENTATION</b>   | <b>POINT SCORE</b> | <b>STAR RATING</b> |
|----------------------|--------------------|--------------------|
| <b>1. North East</b> | <b>52</b>          | <b>★★★★★★</b>      |
| <b>2. East</b>       | <b>46</b>          | <b>★★★★★★</b>      |
| <b>3. South East</b> | <b>44</b>          | <b>★★★★★★</b>      |
| <b>4. South</b>      | <b>48</b>          | <b>★★★★★★</b>      |
| <b>5. South West</b> | <b>45</b>          | <b>★★★★★★</b>      |
| <b>6. West</b>       | <b>43</b>          | <b>★★★★★★</b>      |
| <b>7. North West</b> | <b>47</b>          | <b>★★★★★★</b>      |
| <b>8. North</b>      | <b>56</b>          | <b>★★★★★★</b>      |

|                |
|----------------|
| FirstRate Mode |
| Climate: 24    |

**RATING SUMMARY for: Unit 25 Block 3 Section 64 WRIGHT, 25/16 Alex Colley Cres, Wright ACT 2611**

Assessor's Name:

Net Conditioned Floor Area: 65.7 m<sup>2</sup>

| Feature   |      | Points               |              |             |             |       |
|---|------|----------------------|--------------|-------------|-------------|-------|
|   |      | Winter               | Summer       | Total       |             |       |
| <b>CEILING</b>  |      | <b>8</b>             | <b>0</b>     | <b>8</b>    |             |       |
| Surface Area:   | 0    | Insulation:          | 8            |             |             |       |
| <b>WALL</b>   |      | <b>11</b>            | <b>-2</b>    | <b>8</b>    |             |       |
| Surface Area:   | 4    | Insulation:          | 5            | Mass: -1    |             |       |
| <b>FLOOR</b>  |      | <b>17</b>            | <b>-6</b>    | <b>10</b>   |             |       |
| Surface Area:   | 19   | Insulation:          | -8           | Mass: 0     |             |       |
| <b>AIR LEAKAGE (Percentage of score shown for each element)</b> |      | <b>6</b>             | <b>0</b>     | <b>6</b>    |             |       |
| Fire Place  | 0 %  | Vented Skylights     | 0 %          |             |             |       |
| Fixed Vents   | 0 %  | Windows              | 44 %         |             |             |       |
| Exhaust Fans  | 34 % | Doors                | 5 %          |             |             |       |
| Down Lights   | 0 %  | Gaps (around frames) | 17 %         |             |             |       |
| <b>DESIGN FEATURES</b>  |      | <b>0</b>             | <b>0</b>     | <b>0</b>    |             |       |
| Cross Ventilation   | 0    |                      |              |             |             |       |
| <b>ROOF GLAZING</b>   |      | <b>0</b>             | <b>0</b>     | <b>0</b>    |             |       |
| Winter Gain   | 0    | Winter Loss          | 0            |             |             |       |
| <b>WINDOWS</b>  |      | <b>0</b>             | <b>-12</b>   | <b>-12</b>  |             |       |
| Window Direction  | Area |                      | Point Scores |             |             |       |
|   | m2   | %NCFA                | Winter* Loss | Winter Gain | Summer Gain | Total |
| <b>ENE</b>  | 9    | 14%                  | -19          | 27          | -7          | 0     |
| <b>WSW</b>  | 7    | 11%                  | -16          | 9           | -5          | -12   |
| <b>Total</b>  | 16   | 25%                  | -35          | 35          | -12         | -12   |

\* 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 11 points

|               |             | Winter    | Summer     | Total      |
|---------------|-------------|-----------|------------|------------|
| <b>RATING</b> | ★ ★ ★ ★ ★ ★ | <b>42</b> | <b>-21</b> | <b>46*</b> |
| <b>SCORE</b>  |             |           |            |            |

\* includes 25 points from Area Adjustment

# Detailed House Data

## House Details

ClientName Golden Horizon Property Pty Ltd  
HouseTitle Unit 25 Block 3 Section 64 WRIGHT  
StreetAddress 25/16 Alex Colley Cres, Wright ACT 2611  
FileCreated 18-06-2026

## Climate Details

State  
Town Canberra  
Postcode 2600  
Zone 24

## Floor Details

| <u>ID</u> | <u>Construction</u> | <u>Sub Floor</u> | <u>Upper</u> | <u>Shared</u> | <u>Foil</u> | <u>Carpet</u> | <u>Ins RValue</u> | <u>Area</u>        |
|-----------|---------------------|------------------|--------------|---------------|-------------|---------------|-------------------|--------------------|
| 1         | Suspended Slab      | Enclosed         | No           | Yes           | No          | Tiles         | R0.0              | 44.0m <sup>2</sup> |
| 2         | Suspended Slab      | Enclosed         | No           | Yes           | No          | Carp          | R0.0              | 15.0m <sup>2</sup> |
| 3         | Suspended Slab      | NA               | Yes          | No            | No          | Tiles         | R0.0              | 8.0m <sup>2</sup>  |

## Wall Details

| <u>ID</u> | <u>Construction</u>   | <u>Shared</u> | <u>Ins RValue</u> | <u>Length</u> | <u>Height</u> |
|-----------|-----------------------|---------------|-------------------|---------------|---------------|
| 1         | Weatherboard          | Yes           | R0.0              | 22.3m         | 2.7m          |
| 2         | Framed: FC Sheet Clad | No            | R2.0              | 5.8m          | 2.7m          |
| 3         | Weatherboard          | No            | R2.0              | 5.0m          | 2.7m          |
| 4         | Weatherboard          | Yes           | R0.0              | 10.0m         | 2.4m          |

## Ceiling Details

| <u>ID</u> | <u>Construction</u>     | <u>Shared</u> | <u>Foil</u> | <u>Ins RValue</u> | <u>Area</u>        |
|-----------|-------------------------|---------------|-------------|-------------------|--------------------|
| 1         | Attic - Low Ventilation | No            | Yes         | R5.0              | 67.0m <sup>2</sup> |

## Window Details

| <u>ID</u> | <u>Dir</u> | <u>Height</u> | <u>Width</u> | <u>Utility</u> | <u>Glass</u> | <u>Frame</u> | <u>Curtain</u> | <u>Blind</u> | <u>Fixed &amp; Adj Eave</u> | <u>Fixed Eave</u> | <u>Head to Eave</u> |
|-----------|------------|---------------|--------------|----------------|--------------|--------------|----------------|--------------|-----------------------------|-------------------|---------------------|
| 1         | ENE        | 2.4m          | 3.8m         | No             | DG           | ALIMPR       | CW             | No           | 0.1m                        | 0.1m              | 0.0m                |
| 2         | WSW        | 2.4m          | 3.0m         | No             | DG           | ALIMPR       | CW             | No           | 1.0m                        | 1.0m              | 0.2m                |

## Window Shading Details

| <u>ID</u> | <u>Dir</u> | <u>Height</u> | <u>Width</u> | <u>Obst Height</u> | <u>Obst Dist</u> | <u>Obst Width</u> | <u>Obst Offset</u> | <u>LShape Left Fin</u> | <u>LShape Left Off</u> | <u>LShape Right Fin</u> | <u>LShape Right Off</u> |
|-----------|------------|---------------|--------------|--------------------|------------------|-------------------|--------------------|------------------------|------------------------|-------------------------|-------------------------|
| 1         | ENE        | 2.4m          | 3.8m         | 0.0m               | 0.0m             | 0.0m              | 0.0m               | 1.2m                   | 0.5m                   | 1.2m                    | 0.5m                    |
| 2         | WSW        | 2.4m          | 3.0m         | 0.0m               | 0.0m             | 0.0m              | 0.0m               | 1.0m                   | 0.5m                   | 1.0m                    | 0.5m                    |

## Zoning Details

Is there Cross Flow Ventilation ? Average

## Air Leakage Details

Location Suburban  
Is there More than One Storey ? Yes  
Is the Stairwell Separated by Doors ? No  
Is the Entry open to the Living Area ? No  
Area of Heavyweight Mass 0m<sup>2</sup>  
Area of Lightweight Mass 0m<sup>2</sup>

|            | <u>Sealed</u> | <u>UnSealed</u> |
|------------|---------------|-----------------|
| Chimneys   | 0             | 0               |
| Vents      | 0             | 0               |
| Fans       | 2             | 0               |
| Downlights | 0             | 0               |

|                              |   |       |
|------------------------------|---|-------|
| Skylights                    | 0 | 0     |
| Utility Doors                | 0 | 0     |
| External Doors               | 1 | 0     |
| Unflued Gas Heaters          |   | 0     |
| Percentage of Windows Sealed |   | 98%   |
| Windows - Average Gap        |   | Small |
| External Doors - Average Gap |   | Small |
| Gaps & Cracks Sealed         |   | Yes   |

# Insurance Certificates & Tax Invoice



## **TO WHOM THIS MAY CONCERN**

9<sup>th</sup> March 2026

### **Certificate of Currency**

Dear Sir or Madam,

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

**TYPE OF INSURANCE:** Professional Indemnity Insurance

**INSURED:** ACT Property Inspections Pty Ltd.

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

**POLICY NUMBER:** B0507OE2600060

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

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

**INSURERS:** 100% Lloyd's of London

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

Issued on behalf of Price Forbes & Partners



Adam Power  
**Executive Director**



**ACT  
PROPERTY  
INSPECTIONS**

# TAX INVOICE

Golden Horizon Property PTY LTD  
25/16 Alex Colley Cres  
WRIGHT ACT 2611  
AUSTRALIA

**Invoice Date**  
17 Jun 2026

**Invoice Number**  
INV-70492

**ABN**  
33 600 397 466

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

| Description                              | Quantity | Unit Price | GST              | Amount AUD    |
|--|----------|------------|------------------|---------------|
| Energy Efficiency Report                 | 1.00     | 348.26     | 10%              | 348.26        |
| ACTPLA - EER ESDD Lodgement Fee (no GST) | 1.00     | 41.91      | GST Free         | 41.91         |
|  |          |            | Subtotal         | 390.17        |
|  |          |            | TOTAL GST 10%    | 34.83         |
|  |          |            | <b>TOTAL AUD</b> | <b>425.00</b> |

**Due Date: 25 Jun 2026**

Payment Terms: 7 Day Account

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

Direct Deposit

BSB: 012084

Account Number: 194679655

Account Name: ACT Property Inspections Pty Ltd

Please reference your name and invoice number

Cheques - please make payable to ACT Property Inspections Pty Ltd

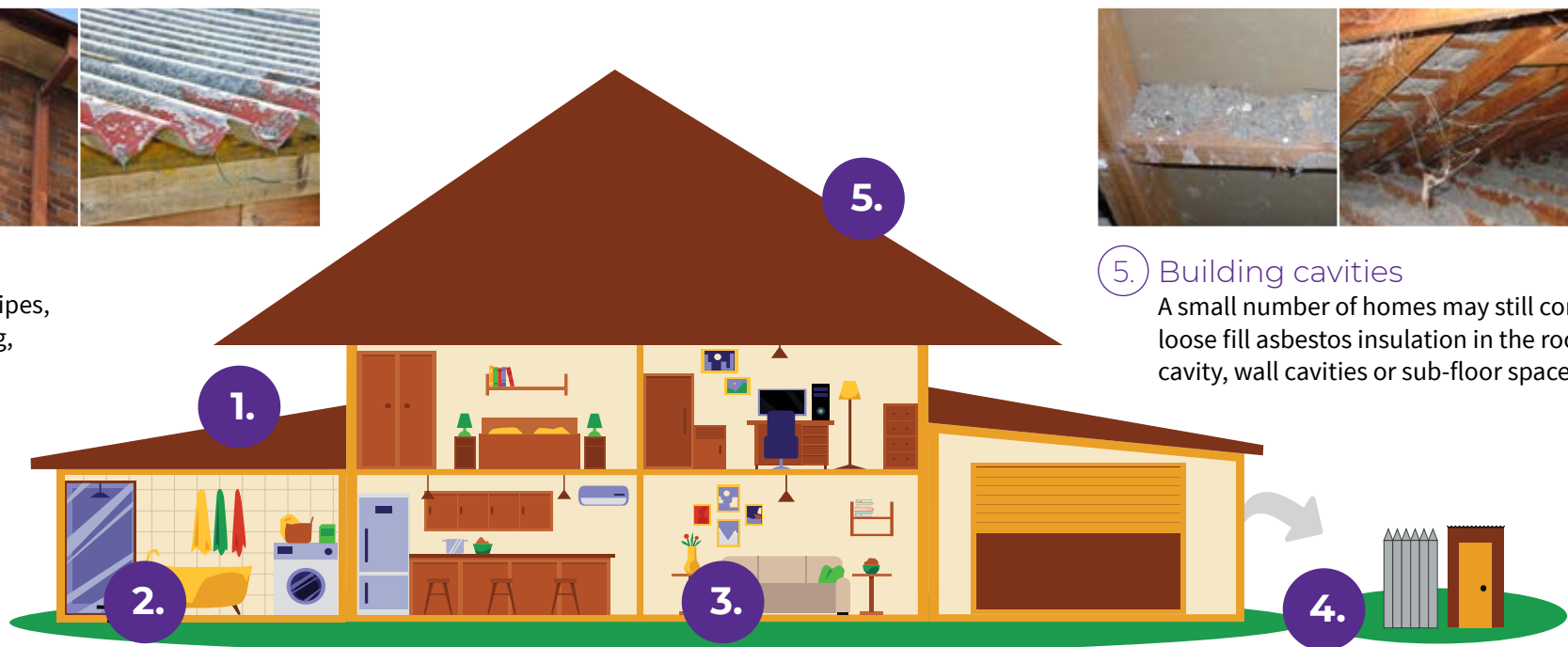
[View and pay online now](#)

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

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



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



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



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



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



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

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

## Assess the risk

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

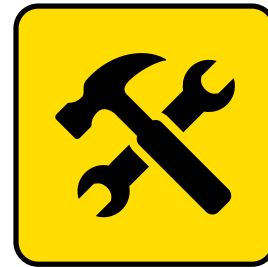
### Asbestos materials become dangerous when:



Broken or in poor condition



Damaged accidentally



Disturbed during renovation or repairs



Loose fill asbestos insulation



## Manage asbestos safely

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

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