

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

<b>Land</b>	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		29	3173	30	43	Lyneham
		and known as 29/15 Fox Place, Lyneham ACT 2602				
<b>Seller</b>	Full name	Brendan Joseph Dyson				
	ACN/ABN					
	Address	104/11 Trevillian Quay, 11 Trevillian Quay, Kingston, ACT 2604				
<b>Seller Solicitor</b>	Firm	McGilvray Law				
	Email	ben@mcgilvraylaw.com.au				
	Phone	02 6189 5820	Ref: Ben Vevers			
	DX/Address	Level 10, 197 London Circuit, Canberra, ACT 2600				
<b>Stakeholder</b>	Name	Hive Property ACT				
<b>Seller Agent</b>	Firm	Hive Property ACT				
	Email	samanthal@hiveproperty.co				
	Phone	0402 507 902	Ref: Samantha Linsdell			
	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				
<b>Goods</b>	Description	Fixed floor coverings, light fittings, window treatments as inspected				
<b>Date for Registration of Units Plan</b>	N/A					
<b>Date for Completion</b>	On or before 30 days from the Date of this 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 (insert details on p.3)			
<del><b>Foreign Resident Withholding Tax</b></del>	<del>Relevant Price more than \$750,000.00?</del>	<del><input type="checkbox"/> No</del>	<del><input type="checkbox"/> Yes</del>			
	<del>Clearance Certificates attached for all the Sellers?</del>	<del><input type="checkbox"/> No</del>	<del><input type="checkbox"/> Yes</del>			

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

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

### Tenancy Summary

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

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

Name		Phone	
Address			

## 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 29 UP No. 3173  
Block 30 Section 43 Lyneham

## SPECIAL CONDITIONS

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

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### 1. Variations to Printed Terms

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#### 1.1 Variations

The Printed Terms are hereby varied as follows:

- (a) 'Land Charges' is amended by inserting 'including body corporate levies' after 'Property';
- (b) clause 2.3 is replaced with the following:

'The Deposit may be paid by cheque, cash (up to \$3,000.00), Electronic Fund Transfer (EFT) or DEFT Auction Pay, but if it is not paid on time or, if the Deposit is not received as cleared funds into the trust account of the Stakeholder by 5:00pm on the second business day after the Date of this Contract, the Buyer is in default.';
- (c) clause 5.3 is amended by replacing 'no later than 14 days before' with 'on';
- (d) insert clause 10.3 as follows:

'10.3 The Seller is not required to maintain any lawn or gardens after the Date of this Contract, and the Buyer cannot make any objection or claim or cause any delay due to any deterioration of the landscaping or lawn between the Date of this Contract and Completion.';
- (e) clause 13.6 is amended by replacing 'within 7 days of the Effective Date' with 'prior to Completion';
- (f) clause 13.8 is amended by replacing 'Within 7 days of' with 'After';
- (g) clause 13.10 is deleted;
- (h) clause 33.1 is amended by replacing 'Date of this Contract' with 'Date of the Unit Title Certificate';
- (i) The definition of *Relevant Price* in Clause 51.1 is deleted;
- (j) Clause 51.2 is deleted.
- (k) clause 52.3.1 is replaced with the following:

'5% of the Price by cheque, cash (up to \$3,000.00), Electronic Fund Transfer (EFT) or DEFT Auction Pay on the Date of this Contract (**First Instalment**); and'
- (l) clause 52.5.2 is amended by adding 'or' after 'presentation';
- (m) a new clause, 52.5.3 is inserted as follows:

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

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## 2. Unit Purchase

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### 2.1 If the Property is a Unit:

- (a) the Buyer acknowledges it was provided with a reasonable opportunity to undertake enquiries in relation to the body corporate records and inspect, review and take advice in relation to the body corporate records, including records not disclosed in the Unit Title Certificate;
- (b) any special levies raised or due after the date of the Unit Title Certificate are the Buyer's sole responsibility and liability, and the Seller will not make any adjustment or allowance in favour of the Buyer in relation to special levies raised or due after the Unit Title Certificate; and
- (c) the Buyer cannot make a claim or objection or rescind or terminate this Contract in respect of any undisclosed liabilities of the Owners Corporation, including the raising of any special levies, after the date of the Unit Title Certificate, irrespective of the Date of this Contract.

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## 3. Agent Warranty

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### 3.1 Warranty

- (a) The Buyer warrants that the Buyer was not introduced to the Seller or the Property by any agent (or employee of or person connected with an agency) other than the Seller's agent (if any) stated on the Schedule. This warranty does not merge on Completion.
- (b) In the event that the Buyer is in breach of the warranty in Special Condition 3.1(a), the Buyer hereby agrees to indemnify the Seller for any costs, damages, losses, liability, fees and/or expenses, arising out of such breach, including all legal costs on a full indemnity basis. This indemnity does not merge on Completion.

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## 4. Keys

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### 4.1 Keys

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

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## 5. Adjustments

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### 5.1 Adjustments

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

- (a) notwithstanding clause 8, the Buyer will be liable for all Land Charges from the Date for Completion; and
- (b) the Seller will be entitled to all Income up to and including actual completion.

## 6. Deposit Bond

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### 6.1 Deposit Bond

- (a) The Deposit may be paid by delivery of a Deposit Bond with the Seller's consent.
- (b) If the Deposit is to be paid by delivery of a Deposit Bond, the Printed Terms are amended as follows:
  - (i) clause 2.3 is deleted and replaced with the following:

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

### 6.2 Payment to Seller

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

- (a) Completion;
- (b) termination of this Contract by the Seller for Buyer default;
- (c) within 24 hours of the Seller serving on the Buyer a notice in writing claiming the Buyer forfeits the Deposit; and
- (d) any other date that the Deposit is due to be paid, is payable, or is forfeited to, the Seller.

### 6.3 Replacement of Deposit Bond

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

- (a) replace the Deposit Bond with another deposit bond in a form approved in writing by the Seller before expiration of the Deposit Bond; or
- (b) pay the amount guaranteed under the Deposit Bond by unendorsed bank cheque before expiration of the Deposit Bond.

### 6.4 Payment to Stakeholder

- (a) In the event that:
  - (i) the Buyer fails to comply with its obligations under Special Condition 6.3;
  - (ii) in the Seller's opinion, the provider of, or insurer under, the Deposit Bond, is unable to pay the amount referred to in the Bond; or
  - (iii) the provider of, or insurer under, the Deposit Bond is placed under external administration or is insolvent;

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

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## **6.5 Call Upon Deposit Bond**

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

- (i) immediately terminate this Contract by notice in writing (if not terminated already); and/or
- (ii) call upon the provider of, or insurer under, the Deposit Bond for payment to the Seller of the amount guaranteed under the Deposit Bond; and/or
- (iii) claim the Deposit from the Buyer.

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

## **6.6 Timing of the Essence**

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

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## **7. Corporate Buyer**

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### **7.1 Director's Guarantee**

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

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## **8. Miscellaneous**

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### **8.1 Death and Incapacity**

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

### **8.2 Annexures**

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

### **8.3 Waiver**

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

### **8.4 Variation**

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

### **8.5 Whole Contract**

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

## **8.6 Warranties**

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

## **8.7 Counterparts**

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

## **8.8 Legal Advice**

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

# DIRECTORS GUARANTEE

## Background

- A. The Guarantor has agreed to provide a guarantee and indemnity, in their personal capacity, in relation to this Contract upon the terms set out in this guarantee.
- B. The Guarantor has obtained, or has had the right and opportunity to obtain, independent legal advice in relation to this guarantee.
- C. The Guarantor signs this guarantee freely and voluntarily, and without any undue pressure or influence from the Buyer or the Seller.

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## 1. Definitions and Interpretation

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### 1.1 Definitions

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

**Company** means the Buyer;

**Guaranteed Money** means any and all amounts that:

- (a) at any time;
- (b) for any reason or circumstance are payable by the Buyer under the terms of this Contract;
- (c) whether at law or otherwise; and
- (d) whether or not of a type within the contemplation of the Parties at the date of this Deed;

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

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## 1. Guarantee and Indemnity

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### 1.1 Consideration

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

### 1.2 Guarantee

- (a) The Guarantor, in their personal capacity, unconditionally and irrevocably guarantees payment to the Seller of the Guaranteed Money.
- (b) If the Company does not pay the Guaranteed Money on time and in accordance with the Contract then the Guarantor agrees to pay the Guaranteed Moneys to the Seller on demand from the Seller. A demand may be made at any time, and whether or not the Seller has made demand on the Company.
- (c) The Guarantor, in their personal capacity, unconditionally and irrevocably guarantees the due observance and performance of all Guaranteed Obligations of the Company under this Contract.
- (d) If the Company does not fully observe and perform all of its Guaranteed Obligations then the Guarantor agrees to observe and perform those obligations on demand from the Seller. A

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

**1.3 Indemnity**

- (a) The Guarantor, in their personal capacity, indemnifies the Seller against any liability or loss arising, and any costs it suffers or incurs:
  - (i) if the Company does not, or is unable to, pay the Guaranteed Money;
  - (ii) if the Company does not, or is unable to, perform or observe a Guaranteed Obligation;
  - (iii) if an obligation that the Company would otherwise have to pay the Guaranteed Money is found to be void, voidable or unenforceable;
  - (iv) if a Guaranteed Obligation is found to be void, voidable or unenforceable;
  - (v) if the Seller is obliged, or agrees, to pay an amount to a trustee in bankruptcy or liquidator (of an insolvent person) in connection with a payment by the Guarantor or the Company. (For example, the Seller may have to, or may agree to, pay interest on the amount); or
  - (vi) if it defaults under this Deed; and/or
  - (vii) in connection with the Seller exercising, or not exercising, rights under this Deed.
- (b) The Guarantor agrees to pay amounts due under this indemnity on demand from the Seller.

**1.4 Acknowledgement**

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

**Executed by:**

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Name of witness (print)

\_\_\_\_\_  
Name of Guarantor

**Executed by:**

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Name of witness (print)

\_\_\_\_\_  
Name of Guarantor

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**Volume 1833 Folio 29 Edition 3**

**AUSTRALIAN CAPITAL TERRITORY  
TITLE SEARCH**

**LAND**

Lyneham Section 43 Block 30 on Deposited Plan 10236 with 40 units on Unit Plan 3173

Unit 29 (Class A) entitlement 30 of 1000, 6 subsidiaries

Lease commenced on 05/12/2007, terminating on 12/01/2062

**Proprietor**

BRENDAN JOSEPH DYSON

104 LAKEFRONT APARTMENTS, 11 TREVILLIAN QUAY, KINGSTON ACT 2604

**REGISTERED ENCUMBRANCES AND INTERESTS**

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

**Restrictions**

Purpose Clause: Refer Units Plan

***End of interests***

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**Volume 1832 Folio 100 Edition 2**

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

**LAND**

Lyneham Section 43 Block 30 on Deposited Plan 10236 with 40 units on Unit Plan 3173

Lease commenced on 05/12/2007, terminating on 12/01/2062

**COMMON PROPERTY**

**Proprietor**

The Owners-Units Plan No 3173

C/- Ian McNamee & Partners PO Box 500 Queanbeyan, NSW 2620

**REGISTERED ENCUMBRANCES AND INTERESTS**

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

**Restrictions**

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
26/02/2008	1567352	Application to Note Special Resolution
04/07/2014	1925625	Change of Address

***End of interests***

---

**ACT GOVERNMENT**  
 Land Titles Act 1925  
 Land Titles (Unit Titles) Act 1970  
 Unit Titles Act 2001  
 Registrar-General's Office



SR\$1567352 13/02/2008 10:03:37 COXAM

**1567352**



**SR**  
Form 094

Lodging Party **ACT Strata Management Services**  
 LTO Box Number or Address  
 PO Box 3208  
 WESTON ACT 2611

**SPECIAL RESOLUTION**

**PRIVACY COLLECTION STATEMENT (PRIVACY ACT 1988 (C'WLTH)) OVERLEAF**

An application to amend the articles of the Owners Corporation for the following unit plan

**1. LAND**

Vol:Fol	Edition	District/Division	Section	Block
1832:100	1	Lyneham	43	30

**2. UNITS PLAN NUMBER**

3173

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

**Default Articles - Add New Default Article 13 & Alterations to Article - Default Article 9 Animals & Birds**

**4. SUPPORTING DOCUMENTATION**

Sealed copy of Minutes of Meeting  
 Sealed copy of Resolution / Motion

**5. DATE**

5 February 2008

**6. EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL**



Common Seal affixed in the presence of\*

Signature *[Signature]*  
**David Edwin Bowditch**  
 Full Name (Block Letters)  
**PO Box 3208 WESTON ACT 2611**  
 Address  
**Body Corporate Manager**  
 Office Held

[Empty box for seal placement]

Signature  
 Full Name (Block Letters)  
 Address  
 Office Held

**7. LAND TITLE OFFICE USE ONLY**

Examined by	<i>[Signature]</i>	Annexures <i>[Signature]</i>	Minutes/Resolution/Motion
Data Entered by			

Registered by	 Registration Date	26 FEB 2008
---------------	--	-------------

### PRIVACY STATEMENT

S.43 of the *Land Titles Act 1925 (LTA)* authorises the Registrar-General to collect the information required by this form for the establishment and maintenance of the Land Titles Register. S.65-67 LTA requires that the Register be made available to any person for search, upon payment of a fee. The information is regularly provided to various ACT Government agencies, including the ACT Department of Urban Services, ACT Planning and Land Authority (the Authority), ACT Treasury, Canberra Connect and ActewAGL for conveyancing, municipal account, administrative, statistical and valuation purposes. The Authority and agencies within the ACT Department of Urban Services may also use the information supplied to prepare and sell property sales reports to commercial organisations concerned with the development, sale or marketing of land.

### SCHEDULE OF NOTES

- This form is to be used for the notification of a Special Resolution to amend the articles by the Owners Corporation.
- S.27 of the *Land Titles (Unit Titles) Act 1970* states the Registrar-General must register an amendment of the articles of an Owners Corporation on lodgement of a certificate under S.109 *Unit Titles Act 2001*.
- **It is optional to attach a full copy of the revised articles.**
- Documents must be typed, or completed in black ink or biro.
- Alterations to information entered on the form should be made by crossing out (not erasing or obliterating by painting over) and should be initialled by all parties.
- If there is insufficient space in any panel use an annexure sheet.
- Volume, Folio and Edition references must be given.
- Execution by
  - **A Natural Person** – should be witnessed by an adult person who is not a party to the document.
  - **Attorney** – if this document is executed by an Attorney pursuant to a registered power of attorney, it must set out the full name of the attorney and the form of execution must indicate the source of his/her authority eg. "AB by his/her attorney XY pursuant to Power of Attorney ACT Registration No..... of which he/she has no notice of revocation".
  - **Corporation** – Section 127 of the *Corporations Act* provides that a company may validly execute a document with or without using a Common Seal if the document is signed by:

**NB** The normal witnessing provisions in the *Land Titles Act 1925* do not apply to execution by a corporation as above, but do apply to execution by the attorney of a corporation.



## **ALTERATION OF DEFAULT ARTICLES.**

The Owners of the Units Plan No 3173 hereby request the Registrar of Titles to note that at the Inaugural Meeting of the Owners held in Canberra on the 6 December 2007 it was resolved by Special Resolution to make the following changes.

A true copy of that Special Resolution is as follows:

### **Article 9 Animals & Birds to be altered to read;**

**“A unit owner must not keep, or permit to be kept, any animal or bird within the unit or on the common property.”**



**Default Articles      New Article**

The Owners of the Units Plan No 3173 hereby request the Registrar of Titles to note that at an Inaugural meeting of the Owners held in Canberra on the 6 December 2007 it was resolved by Special Resolution and carried.

A true copy of that Special Resolution is as follows:

**It was unanimously resolved that the following Article be added to the Default Articles:**

**“Timber and tiled finishes being installed by owners are required to be designed by an accredited acoustic consultant prior to installation and following installation certification of the installation is to be provided to the Corporation.”**



**THE MINUTES OF THE INAUGURAL MEETING OF THE OWNERS  
Of Units Plan No. 3173  
Held at the Office of A.C.T. Strata Management Services  
1<sup>st</sup> Floor Cooleman Court, Brierly Street, WESTON ACT  
on Thursday 06 December 2007**

The meeting commenced at 10.00am.

**Present**

Mr T Wu – Golden Enterprise Investment Pty Limited

Mr D E Bowditch - A.C.T. Strata Management Services.

As all units are owned by Golden Enterprise Investment Pty Limited a quorum was declared at the meeting.

It was resolved Mr Wu be chairperson for the meeting **carried**.

It was reported that Units Plan No. 3173, Block 30 Section 43 Division of Lyneham had been registered on 06/12/2007.

It was **resolved**;

1. That A.C.T. Strata Management Services be appointed Managing Agents for the Corporation in connection with performance of its duties and functions and exercise its powers pursuant to Section 90 of the Unit Titles Act 2001.
2. That the Corporation obtain the following Insurance cover:

Company:	Allianz
Cover Buildings:	\$ 11 000 000
Loss of Rent	\$ 1 650 000
Public Liability:	\$ 20 000 000
Workers Compensation;	As per Act

3. That the Common Seal of the Corporation be purchased as follows:  
The Owners Units Plan No. 3173



This is to be affixed by the Managing Agent or in the presence of two Executive Committee members:



4. The following expenditure budget be adopted for the period 06/12/2007 to 30/11/2008:

Bank Fees	\$ 50
Cleaning	9 200
Contingencies	50
Electricity	4 600
Foxtel Connection	3 000
Gardening	3 000
Insurance Premiums	8 700
Management Fee	5 000
Repairs & Maintenance	4 800
Water Usage	6 600
<b>Administration Expenses</b>	<b>\$ 45 000</b>
Sinking Fund	4 500
<b>Total Contributions</b>	<b>\$ 49 500</b>

**Levies**

Levies of \$ 49 500 (Administration \$45 000 Sinking Fund \$ 4 500) be contributed by members in accordance with their Unit Entitlement for the period 06/12/2007 to 30/11/2008. Levies to be paid half yearly in advance.

**Contribution Schedule:**

Unit	Unit Entitlements	Admin Fund	Sinking Fund	Total Contributions
		06/12/07 to 31/05/08	06/12/07 to 31/05/08	06/12/07 to 31/05/08
		Annual/ Half Yearly	Annual/ Half Yearly	Annual/ Half Yearly
		Total Entitlements 1 000		
1-4, 13 & 15	20	\$ 900.00/\$ 450.00	\$ 90.00/\$ 45.00	\$ 990.00/\$ 495.00
14, 16, 32-38	21	\$ 945.00/\$ 472.50	\$ 94.50/\$ 47.25	\$ 1039.50/\$ 519.75
23, 25 & 27	22	\$ 990.00/\$ 495.00	\$ 99.00/\$ 49.50	\$ 1089.00/\$ 544.50
21 & 31	23	\$ 1035.00/\$ 517.50	\$ 103.50/\$ 51.75	\$ 1138.50/\$ 569.25
5-9 & 11	27	\$ 1215.00/\$ 607.50	\$ 121.50/\$ 60.75	\$ 1336.50/\$ 668.25
10, 12 & 40	28	\$ 1260.00/\$ 630.00	\$ 126.00/\$ 63.00	\$ 1386.00/\$ 693.00
24, 28 & 39	29	\$ 1305.00/\$ 652.50	\$ 130.50/\$ 65.25	\$ 1435.50/\$ 717.75
19, 20, 22, 26, 29-30	30	\$ 1350.00/\$ 675.00	\$ 135.00/\$ 67.50	\$ 1485.00/\$ 742.50
17	32	\$ 1440.00/\$ 720.00	\$ 144.00/\$ 72.00	\$ 1584.00/\$ 792.00
18	34	\$ 1530.00/\$ 765.00	\$ 153.00/\$ 76.50	\$ 1683.00/\$ 841.50

**Due Dates:** 06/12/07 01/06/08

5. It was resolved the Corporation to open a Bank Account with St George Bank Limited Canberra, styled "The Owners – Units Plan No. 3173"
6. It was resolved all owners to form the Executive Committee of the Corporation until the First Annual General Meeting of members.
7. It was resolved that should any owner wish to have Pay TV connected to their Unit, approval to be forthcoming from the Corporation carried.



8. Default Articles

It was **unanimously resolved** that the following Article be added to the Default Articles;

"Timber and tiled finishes being installed by owners are required to be designed by an accredited acoustic consultant prior to installation and following installation certification of the installation is to be provided to the Corporation."

9. Animals and birds to be altered to read;

"A unit owner must not keep, or permit to be kept, any animal or bird within the unit or on the common property."

10 .Fire Notice

A notice is to be provided to all residents that describes the fire system within the building and need for regular maintenance. In particular a means of gaining access to entrance doors of the SOU's (Sole Occupancy Unit) is to be stipulated. This is the purpose of providing regular maintenance of these fire doors.

A notice is to be provided to all residents that no fire load is to be located in the Ground floor corridors.

A notice is to be provided to all residents stating that no fly screens are permitted to be installed to SOU entry doors as this results in the likely choking open of the doors and a reduction in the integrity of the bounding construction.

A Management in Use policy that does not allow for vegetation within 3M of the ventilation openings into the carpark.

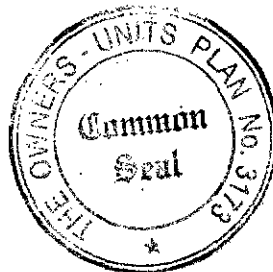
No permanent structure (apart from security grills with as effective free area in excess of 90% of the opening) are to be installed over any of the ventilation openings of the carpark.

A notice is to be provided to all residents stating that no facilities for storage are to be allowed in the car parking spaces.

The provisions listed in this section are to be strictly adhered to. These requirements listed in this section are Essential Services as such all safety systems should be identified as requiring maintenance and certification at appropriate intervals relative to their Australian Standard and Clause 11.1 of the BCA.

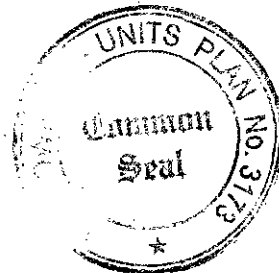
Should any change is use of building alterations or additions occur in the future, a reassessment will be needed to verify consistency with the analysis contained within the Fire Report.

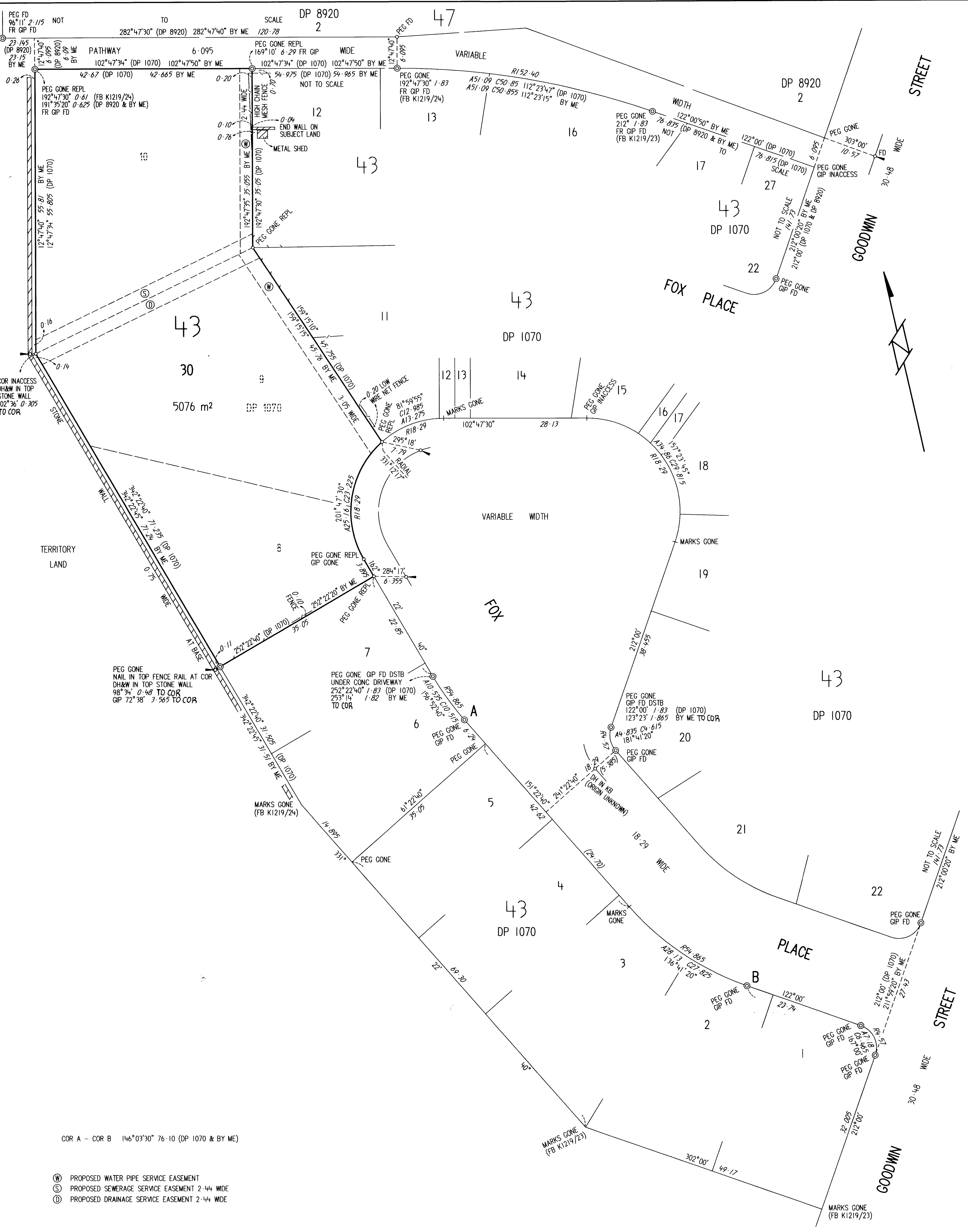
No material of any description to be placed in the fire stairs or near the fire doors in the building.



11. It was **resolved** that no clotheslines shall be erected which can be seen from the outside of the Unit nor shall clothes be left to air on any balcony.
12. It was **resolved** no material including bicycles, furniture or other material can be stored on balconies, on common property or on the stairs or stairways.
13. It was **resolved** car parking spaces are only for parking of vehicles. No other material of any description can be stored in these spaces. It was further **resolved** only registered vehicles can be parked in the parking spaces provided.
14. It was **resolved** no inflammable material or liquid can be stored in the basement without expressed written approval of the members of the corporation.
15. It was **resolved** all awnings to be fitted to balconies of Units to be consistent in colour and style and to blend in with the building.
16. It was **resolved** one only BBQ cooking unit and gas bottle are permitted on balconies or terraces at any one time. No solid fuel can be used as a heating agent.
17. It was **resolved** the duplicate copy of the Units Plan, Certificate of Title to Common Property, the Common Seal and other records of the Corporation to be retained by:  
A.C.T. Strata Management Services  
PO Box 3208  
WESTON ACT 2611

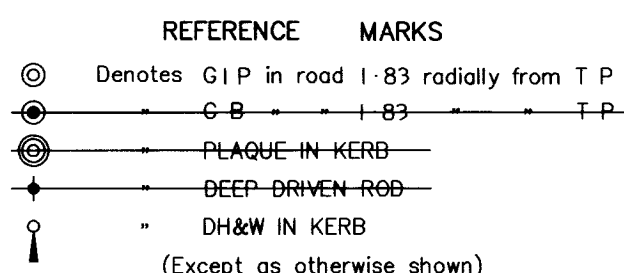
There being no further business the meeting closed at 11.00am





COR A - COR B 146°03'30" 76.10 (DP 1070 & BY ME)

- (W) PROPOSED WATER PIPE SERVICE EASEMENT
- (S) PROPOSED SEWERAGE SERVICE EASEMENT 2.44 WIDE
- (D) PROPOSED DRAINAGE SERVICE EASEMENT 2.44 WIDE



NOTE: Azimuth: A-B (Strom)  
 All easements are 2.5 metres wide  
 (Except as otherwise shown) Field Books:  
 Report lodged with Commissioner for Surveys  
 SURVEYOR'S REFERENCE: 05083\_CON-DP

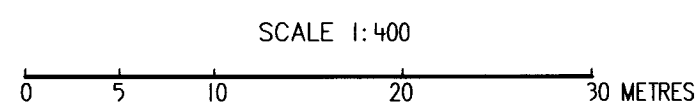
I, PETER WILLIAM MABBERRY of MAIL McDONALD BARNESLEY Pty Ltd a surveyor registered under the Surveyors Act 2001 hereby certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions 2003 and was completed on 15 September 2005.

(Signature) *Peter William Mabberry*  
 28-9-2005 Surveyor, Registered under the Surveyors Act 2001

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

(Signature) *Mark J Blanchfield* 1.11.2005  
 Commissioner for Surveys

PLAN OF  
 BLOCK 30 SECTION 43  
 BEING A CONSOLIDATION OF  
 BLOCKS 8-10 SECTION 43  
 DIVISION: LYNEHAM  
 DISTRICT: CANBERRA CENTRAL  
 AUSTRALIAN CAPITAL TERRITORY



Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the eleventh day of May 2006 at ten minutes past ten o'clock in the fore noon

Approved: *Michael Ockwell*  
 Registrar-General

DEPOSITED PLAN  
 10236

AMENDS DP 1070

X18495

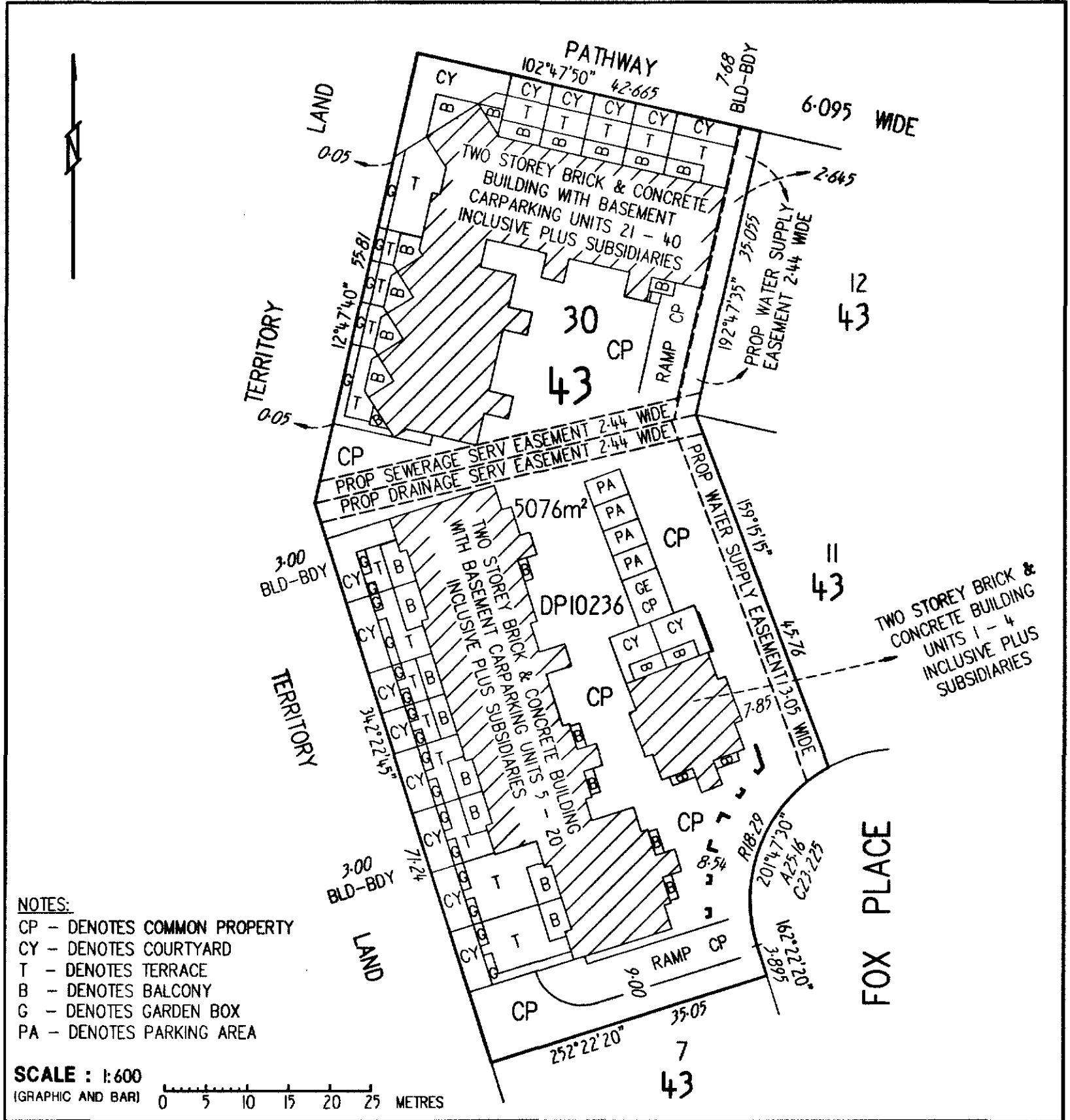
UNITS PLAN No 3173

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
LYNEHAM	43	30

2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER ..... 4. CLASS OF UNITS (A or B)..... A



5. EXECUTION

<p>Applicant</p>	<p>P. Sch 24/1/07</p> <p>Registered Surveyor (please sign for site plan only)</p>	<p>Lyn Tankey</p> <p>a delegate of the Planning and Land Authority in exercising its functions</p> <p>Delegate of the Minister</p>
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XUP: 18927



# SURVEYOR'S DECLARATION

1. LAND

UNITS PLAN NO. 3173

DISTRICT/DIVISION	SECTION	BLOCK	VOL:FOL	DEPOSITED PLAN NO.
LYNEHAM	43	30	176:84	10236

2. NAME OF MANAGER/CORPORATION AND ADDRESS FOR SERVICE OF NOTICES

ACT SURVEY MANAGER  
PO Box 3208  
WESTON 2611

3. SURVEYOR'S DECLARATION

I, PETER JOHN SELFE  
of M AND S SURVEYS PTY LTD, PO BOX 574 MITCHELL ACT 2911  
a surveyor registered under the *Surveyors Act 2001*, hereby certify that -

- the survey represented by the diagrams on forms 1A and 3 of this plan is accurate and has been made by me/under my immediate supervision (~~delete whichever is inapplicable~~) and was completed on 23/7/07
- the said survey is in accordance with the following Acts -  
(a) *Unit Titles Act 2001*,  
(b) *Land Titles (Unit Titles) Act 1970*,  
(c) *Land Titles Act 1925*,  
and any regulations made under those Acts, and is in accordance with the *Survey Practice Directions 2001*.
- each building (including any material attached to it) or building in the course of erection on the parcel is wholly within the parcel.

OR

- ~~(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 any material 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, as an appurtenance to the parcel.~~ h
- where an expression used in this form is defined in the *Unit Titles Act 2001*, that expression has the same meaning as in that Act.

Dated this 24th day of JULY 2007  
Signature of Surveyor P. Sell P.S.K.

4. APPROVAL UNDER UNIT TITLES ACT 2001

Approved under the *Unit Titles Act 2001* as the Units Plan for the subdivision of the abovementioned parcel of land.

Dated this TWENTY NINTH day of NOVEMBER 2007

Delegate of the Minister  
Lyn Tankey

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

CERTIFICATE OF REGISTRATION:

EXAMINED:	
REGISTERED:	<u>h</u>
DATE:	<u>- 6 DEC 2007</u>

FORM 2 :

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No. 3 OF 25 SHEETS

SCHEDULE OF UNIT ENTITLEMENTS

UNITS PLAN No. 3173

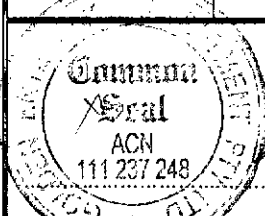
DISTRICT/DIVISION LYNEHAM SECTION 43 BLOCK 30


COLUMN 1			COLUMN 2	
UNIT NO.	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	CERTIFICATE OF TITLE	
			VOLUME	FOLIO
1	20	3	1833	1
2	20	4	1833	2
3	20	3	1833	3
4	20	4	1833	4
5	27	5	1833	5
6	27	4	1833	6
7	27	5	1833	7
8	27	4	1833	8
9	27	5	1833	9
10	28	4	1833	10
11	27	5	1833	11
12	28	4	1833	12
13	20	4	1833	13
14	21	3	1833	14
15	20	4	1833	15
16	21	3	1833	16
17	32	5	1833	17
18	34	4	1833	18
19	30	4	1833	19
20	30	3	1833	20
21	23	3	1833	21
22	30	4	1833	22
23	22	3	1833	23
24	29	3	1833	24

Aggregate

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

Volume 1832 Folio 100

 *Tom W...*  
*Secretary/...*  
 Lessee

*Brett Phillips*  
 Brett Phillips  
 Registrar-General  


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

Dated this NINTH day of November 2007

*Lyn Tankey*  
 Lyn Tankey

Delegate of the Authority/Executive

Deputy Registrar-General



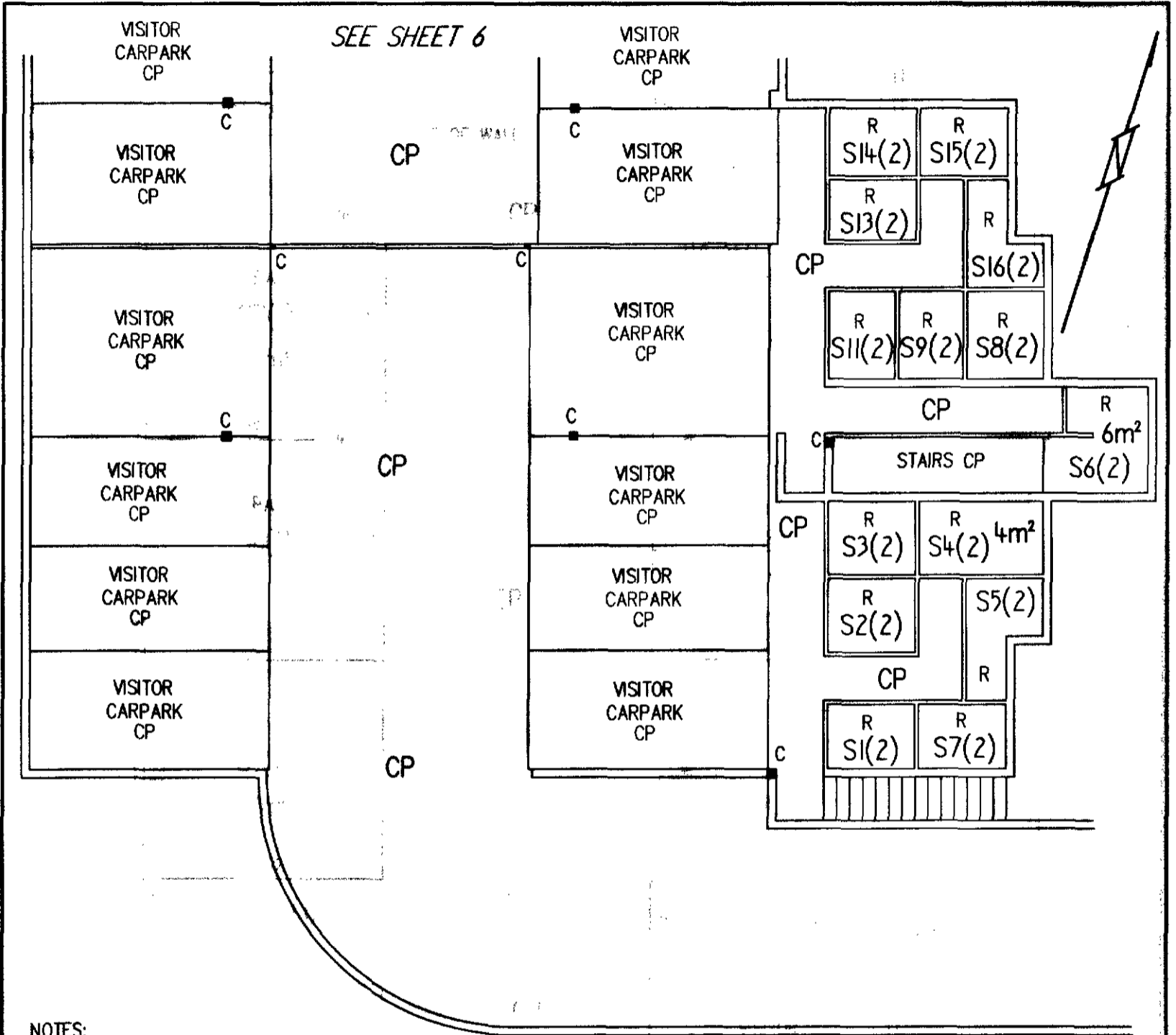
UNITS PLAN No 3173

1. LAND

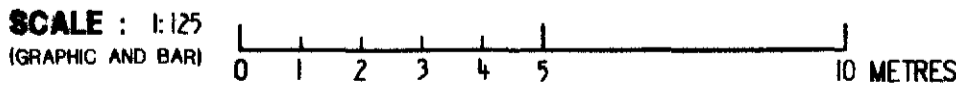
DISTRICT / DIVISION	SECTION	BLOCK
LYNEHAM	43	30

2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 4. CLASS OF UNITS (A or B) A



- NOTES:
- CP - DENOTES COMMON PROPERTY
  - PA - DENOTES CAR PARKING AREA
  - C - DENOTES COLUMN (COMMON PROPERTY)
  - \* - DENOTES SUBSIDIARY BOUNDARY ON FACE OF WALL
  - R - DENOTES STOREROOM 3m²



5. EXECUTION

<p>Applicant</p>	<p>Registered Surveyor (please sign for site plan only)</p>	<p><i>Lyn Tankey</i> Lyn Tankey a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister</p>
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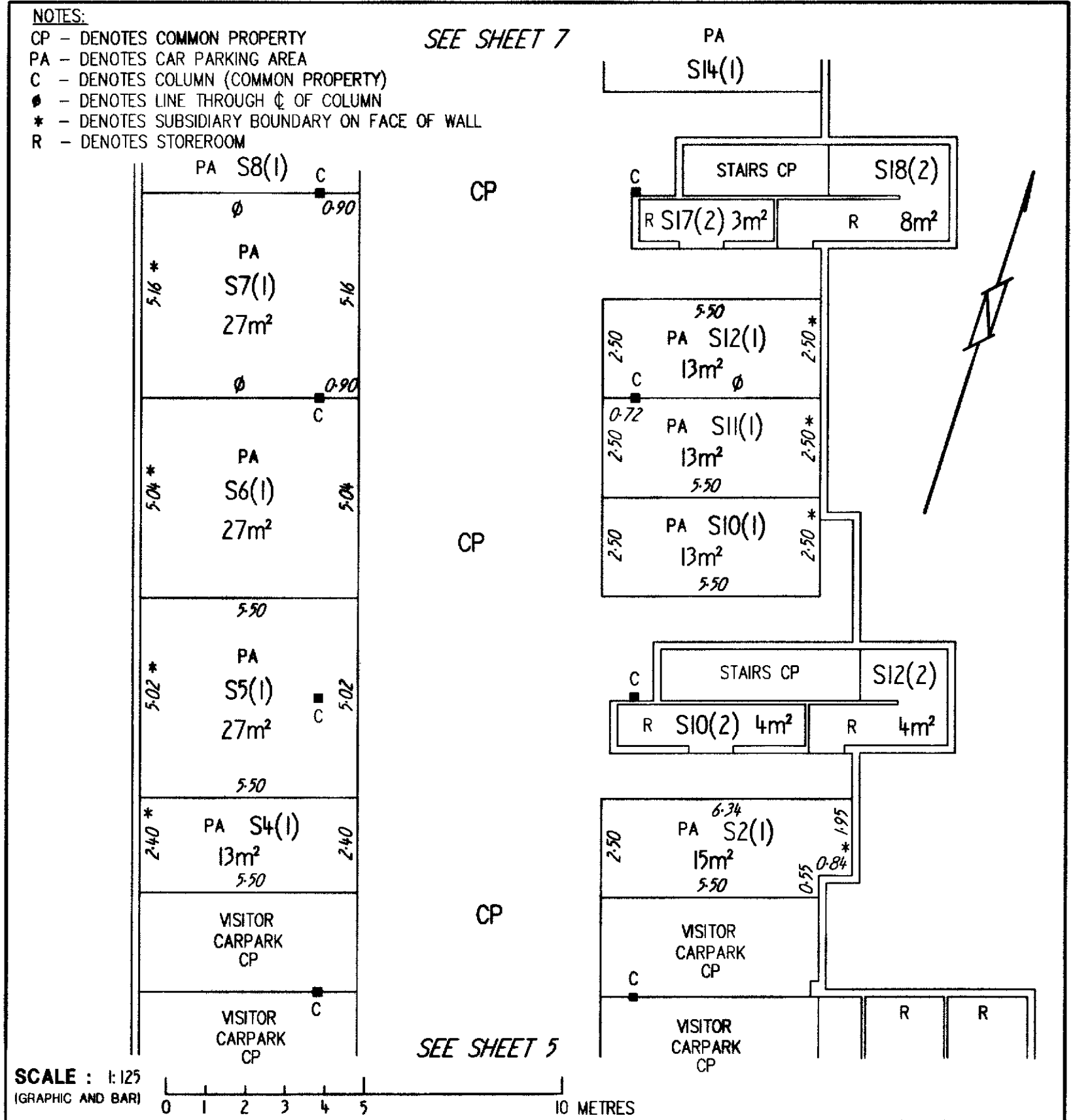
UNITS PLAN No. 3173

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
LYNEHAM	43	30

2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 4. CLASS OF UNITS (A or B) A



5. EXECUTION

<p>Applicant</p> <p><i>Tom W...</i>  <i>3/16</i>  <i>...</i></p>	<p>Registered Surveyor (please sign for site plan only)</p>	<p>Delegate of the Minister</p> <p><i>V V...</i>  <b>Lyn Tankey</b>          a delegate of the Planning and Land Authority in exercising its functions</p>
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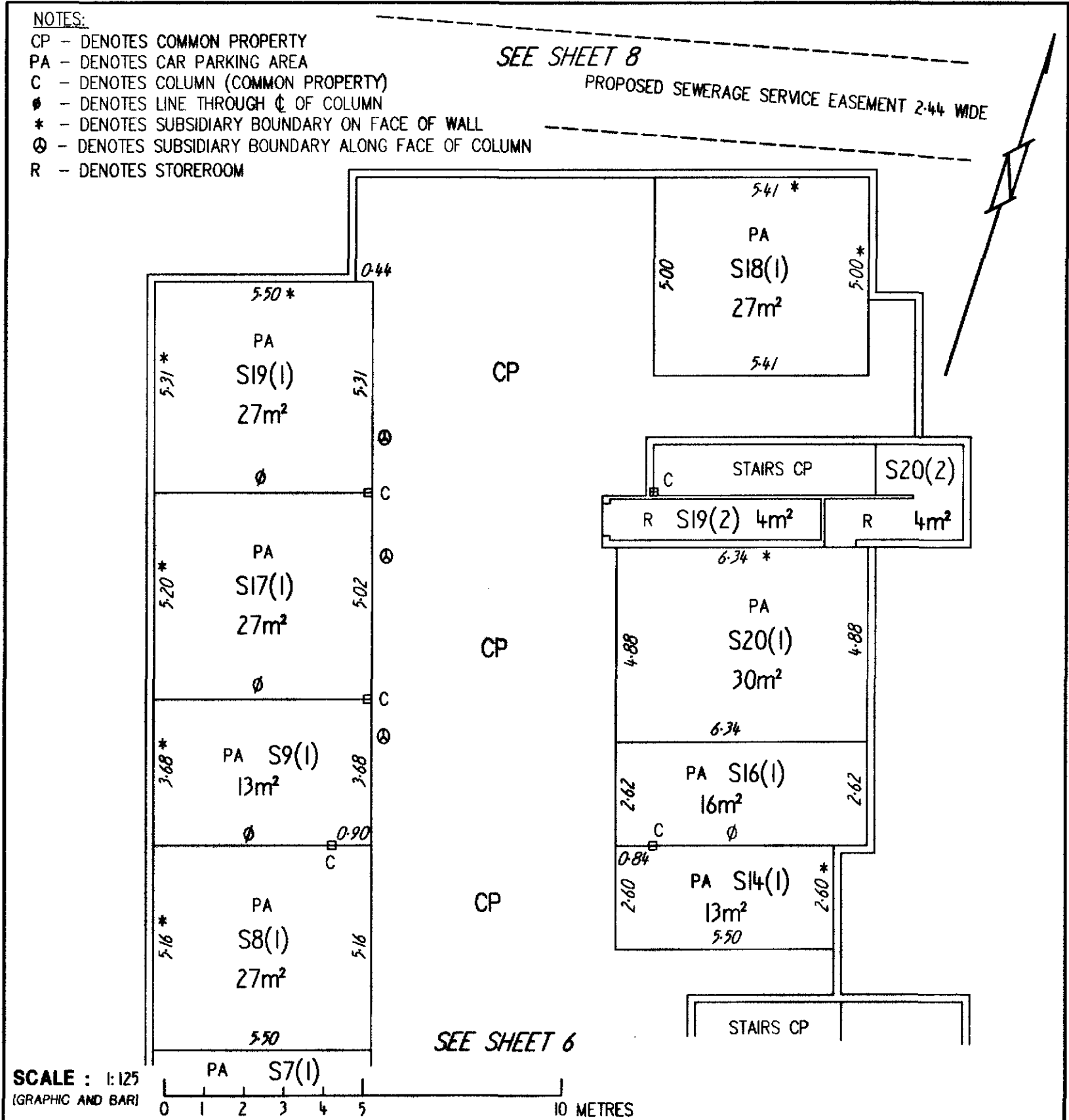
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DISTRICT/DIVISION	SECTION	BLOCK
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5. EXECUTION

<p>Applicant</p>	<p>Registered Surveyor (please sign for site plan only)</p>	<p><i>V Vasey</i>          Lyn Tankey          a delegate of the Planning and Land Authority in exercising its functions          Delegate of the Minister</p>
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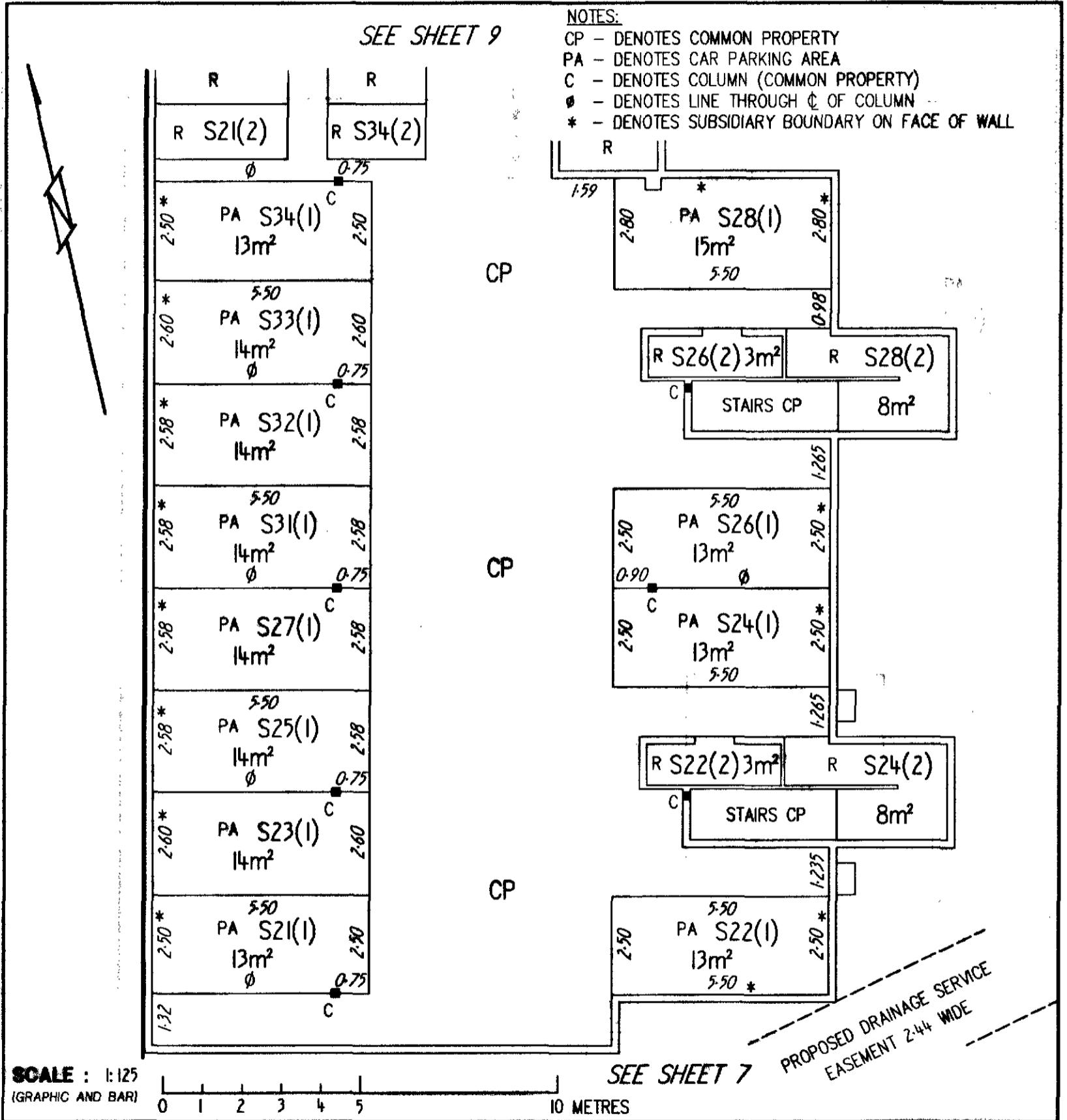
UNITS PLAN No 3173

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DISTRICT/DIVISION	SECTION	BLOCK
LYNEHAM	43	30

2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 4. CLASS OF UNITS (A or B) A



5. EXECUTION

<p>Applicant</p> <p><i>Tom Wil</i>  <i>3/10</i>  <i>4/10</i></p> <p><i>Director</i>  <i>Secretary</i></p>	<p>Registered Surveyor (please sign for site plan only)</p>	<p><i>V. Tankey</i>  <b>Lyn Tankey</b>          a delegate of the Planning and Land Authority in exercising its functions          Delegate of the Minister</p>
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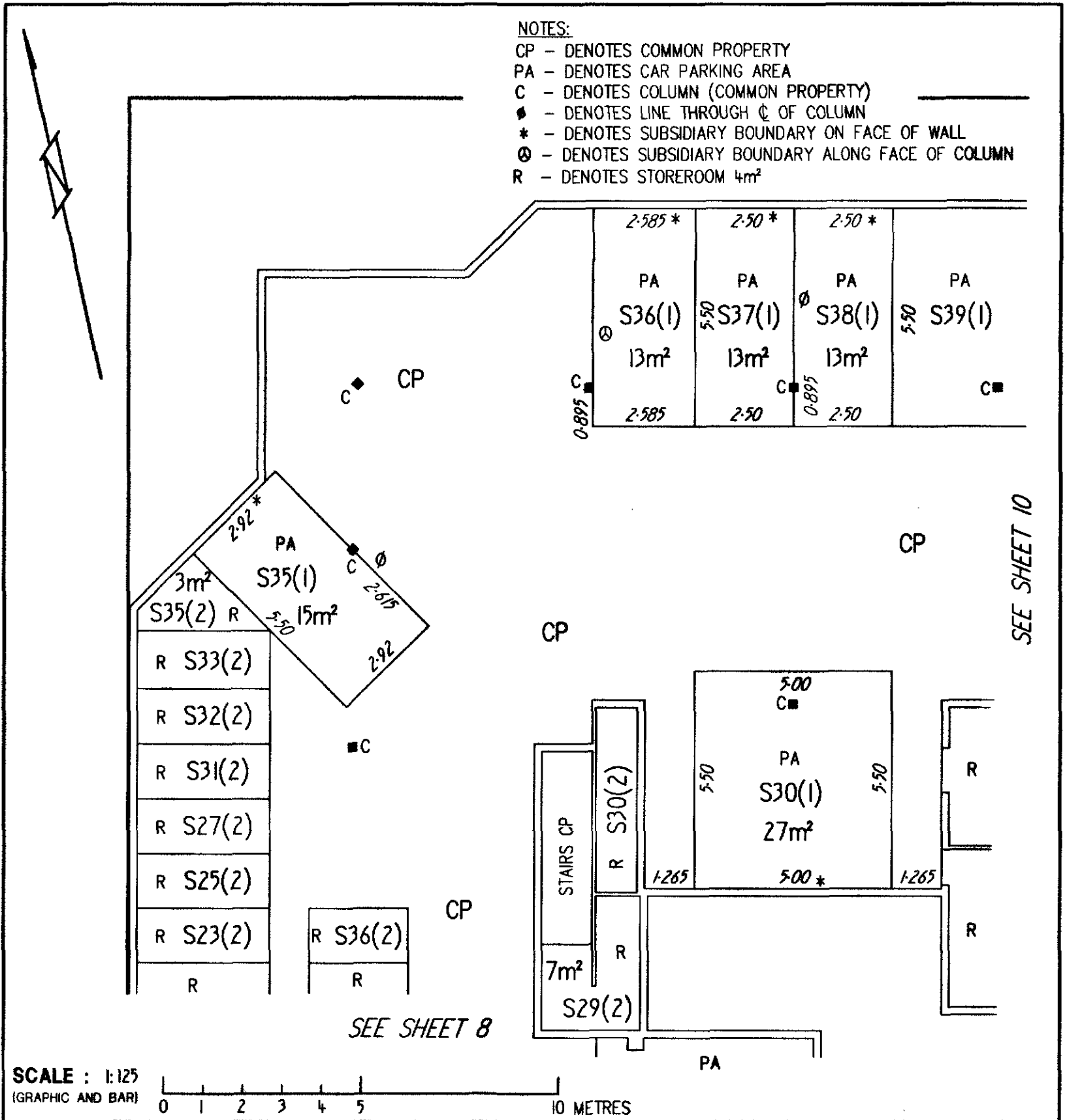
UNITS PLAN No. 3173

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
LYNEHAM	43	30

2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 4. CLASS OF UNITS (A or B) A



5. EXECUTION

<p>Applicant</p> <p><i>Tom W...</i></p> <p><i>11/6/10</i></p> <p><i>Director</i></p> <p><i>Secretary</i></p>	<p>Registered Surveyor (please sign for site plan only)</p>	<p>Delegate of the Minister</p> <p><i>Lyn Tankey</i></p> <p><b>Lyn Tankey</b></p> <p>a delegate of the Planning and Land Authority in exercising its functions</p>
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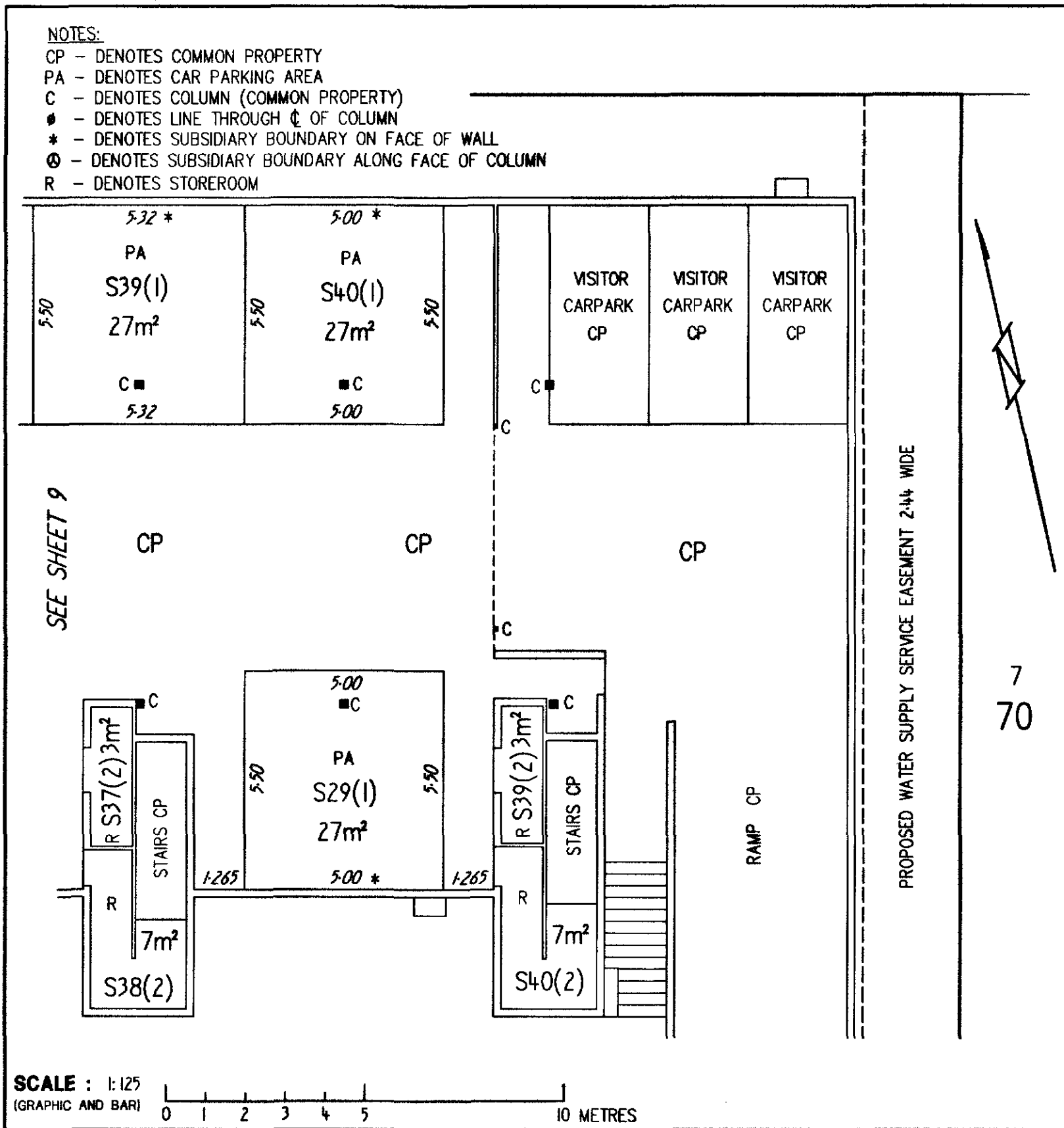
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DISTRICT/DIVISION	SECTION	BLOCK
LYNEHAM	43	30

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3. IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 4. CLASS OF UNITS (A or B) A



5. EXECUTION

<p>Applicant</p> <p><i>Tom...</i></p> <p><i>Secretary</i></p>	<p>Registered Surveyor (please sign for site plan only)</p> <p><i>Tom...</i></p>	<p>Delegate of the Minister</p> <p><i>V. Warkley</i></p> <p>Lyn Tankey</p> <p>a delegate of the Planning and Land Authority in exercising its functions</p>
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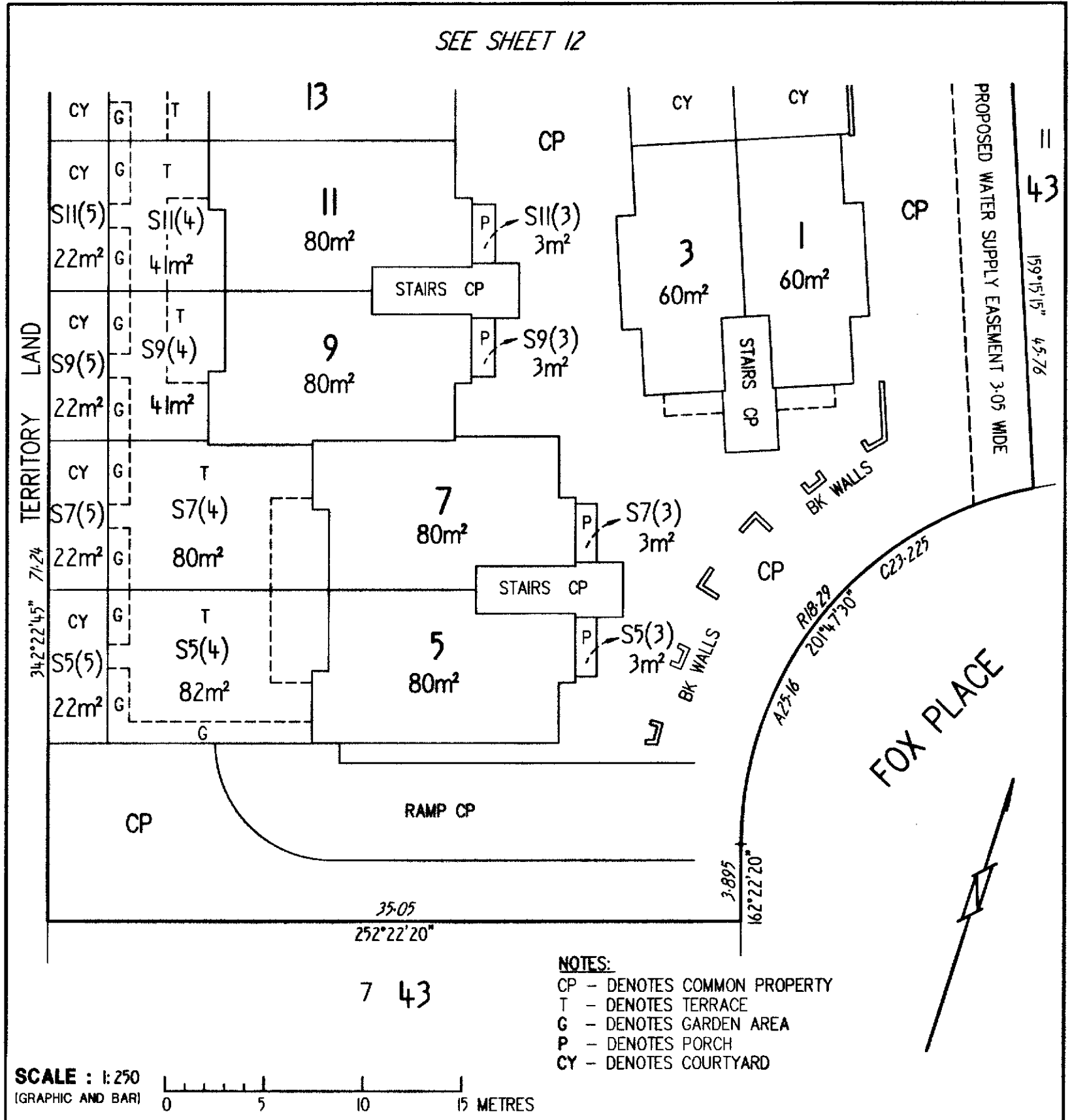
UNITS PLAN No 3173

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
LYNEHAM	43	30

2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER GROUND 4. CLASS OF UNITS (A or B) A



5. EXECUTION

<p>Applicant</p> <p><i>Tomlin</i> 4/6 for <i>Director</i> Secretary</p>	<p>Registered Surveyor (please sign for site plan only)</p>	<p><i>V. Vane</i> Lyn Tankey a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister</p>
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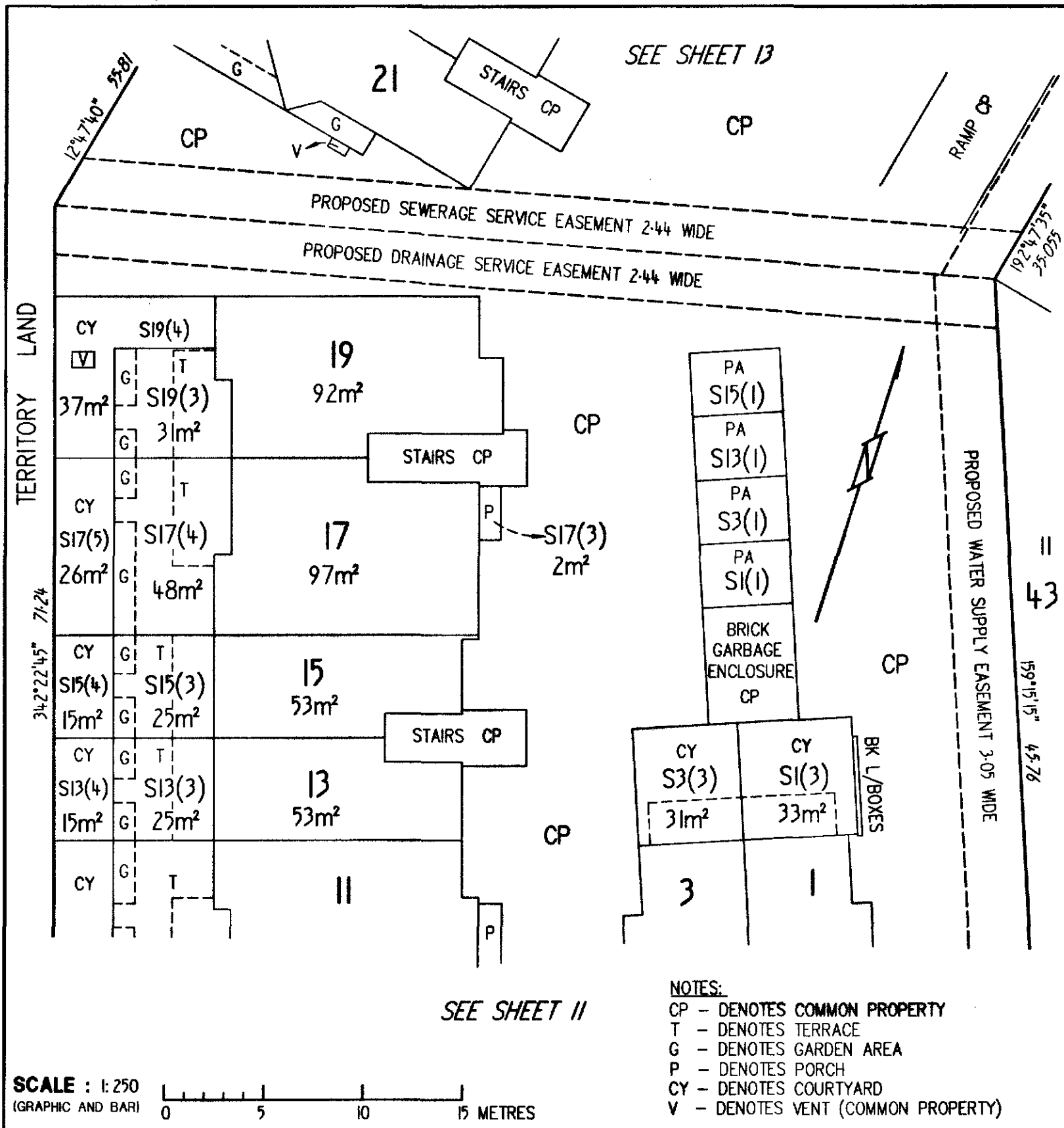
UNITS PLAN No. 3173

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
LYNEHAM	43	30

2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER GROUND 4. CLASS OF UNITS (A or B) A



5. EXECUTION

<p>Applicant</p> <p><i>Tom W...</i></p> <p><i>[Signature]</i></p> <p><i>[Signature]</i></p> <p><i>Secretary</i></p>	<p>Registered Surveyor (please sign for site plan only)</p>	<p><i>[Signature]</i></p> <p><b>Lyn Tankey</b></p> <p>delegate of the Planning and Land Authority in exercising its functions</p> <p>Delegate of the Minister</p>
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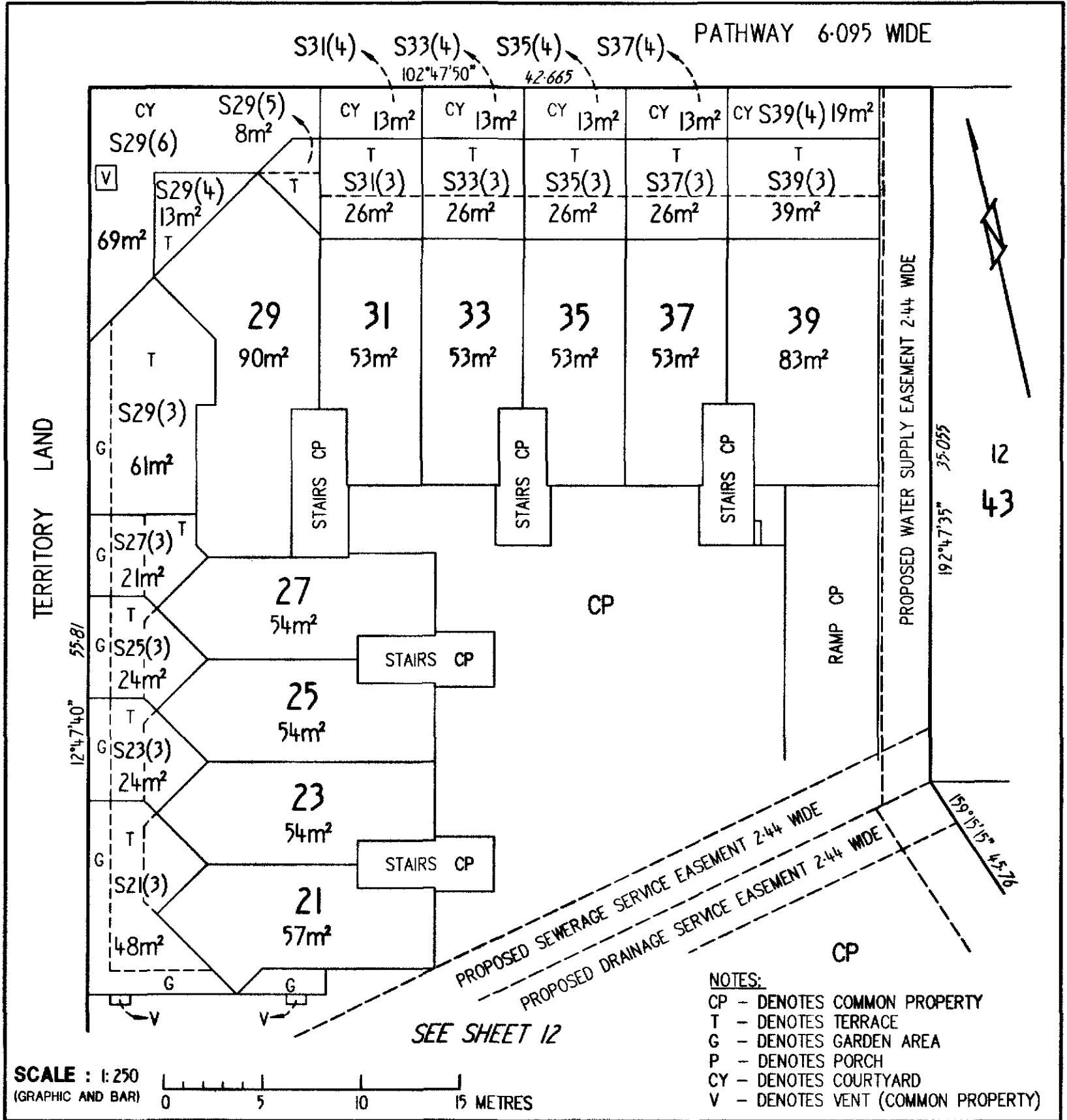
UNITS PLAN No 3173

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
LYNEHAM	43	30

2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER GROUND 4. CLASS OF UNITS (A or B) A



5. EXECUTION

<p>Applicant</p> <p><i>Tom W...</i></p> <p><i>[Signature]</i></p>	<p>Registered Surveyor (please sign for site plan only)</p> <p><i>[Signature]</i></p>	<p>Delegate of the Minister</p> <p><i>[Signature]</i></p> <p>Lyn Tankey</p> <p>a delegate of the Planning and Land Authority in exercising its functions</p>
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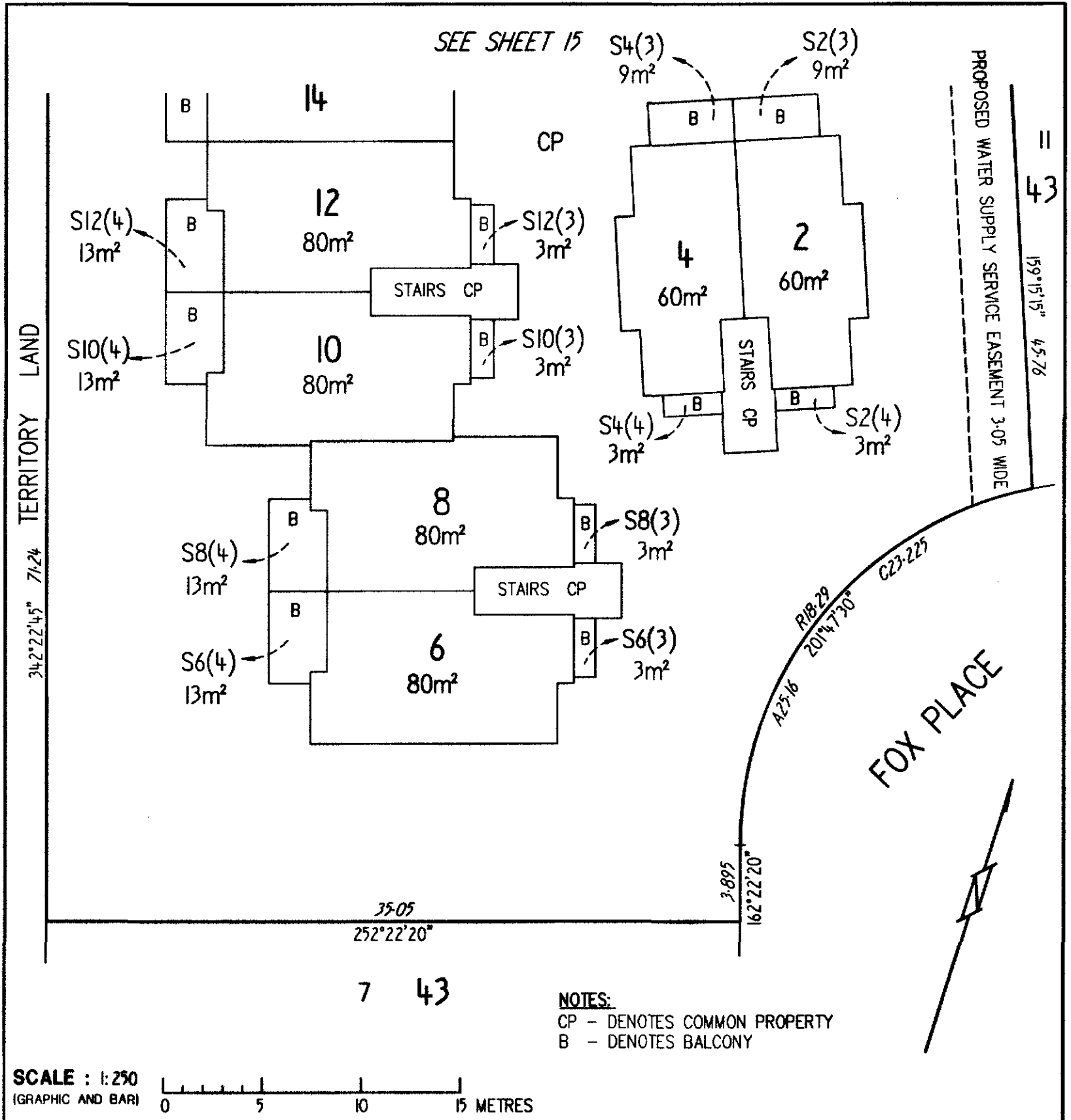
UNITS PLAN No 3173

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
LYNEHAM	43	30

2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER FIRST 4. CLASS OF UNITS (A or B) A



5. EXECUTION

<p>Applicant</p>	<p>Registered Surveyor (please sign for site plan only)</p>	<p><i>Lyn Tankey</i>              Lyn Tankey              a delegate of the Planning and Land Authority in exercising its functions              Delegate of the Minister</p>
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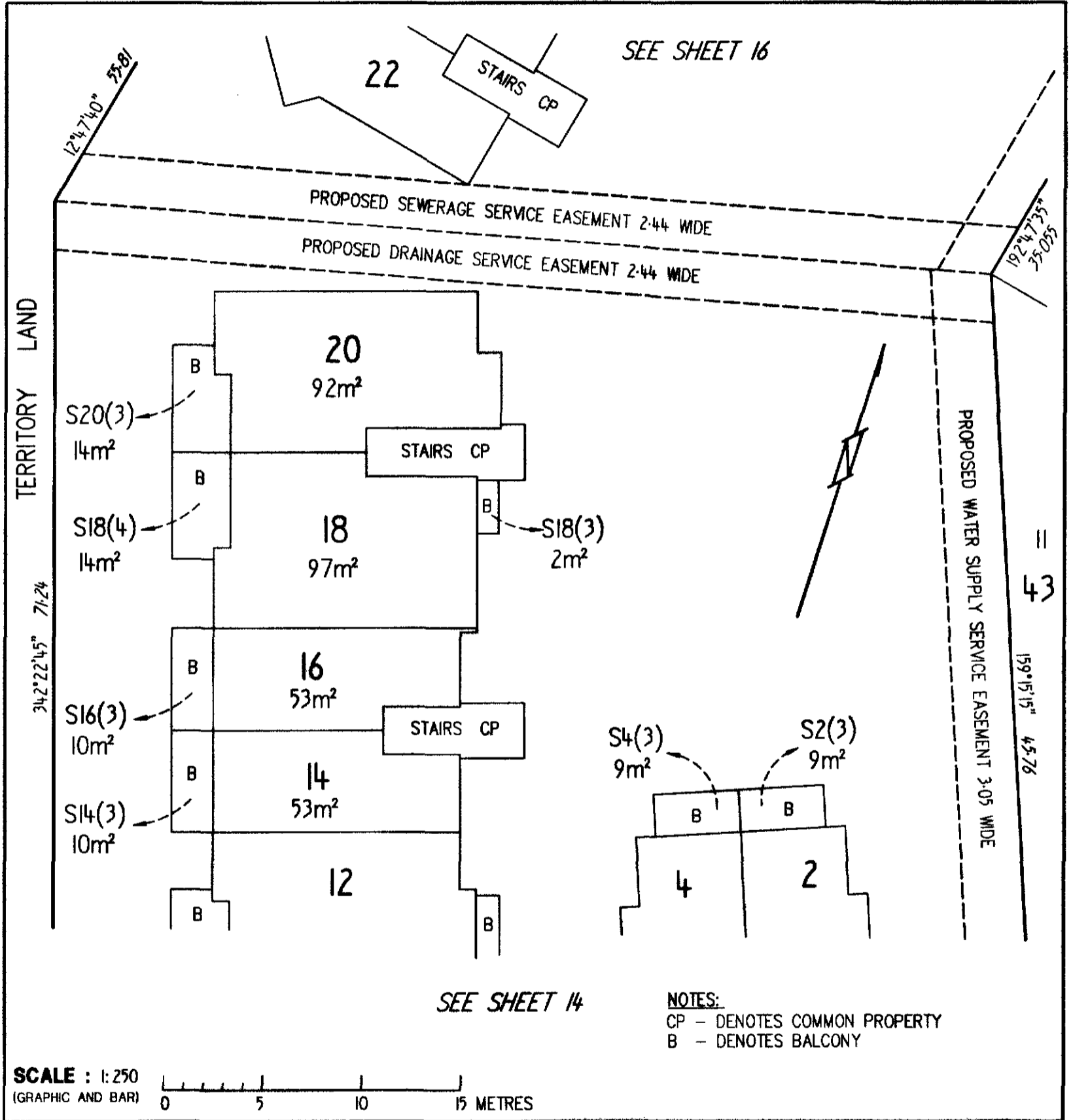
UNITS PLAN No 3173

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
LYNEHAM	43	30

2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER FIRST 4. CLASS OF UNITS (A or B) A



5. EXECUTION

<p>Applicant</p> <p><i>Tom...</i></p> <p><i>4/19</i></p> <p><i>Secretary</i></p>	<p>Registered Surveyor (please sign for site plan only)</p>	<p><i>V Vancay</i></p> <p>Lyn Tankey</p> <p>delegate of the Planning and Land Authority in exercising its functions</p> <p>Delegate of the Minister</p>
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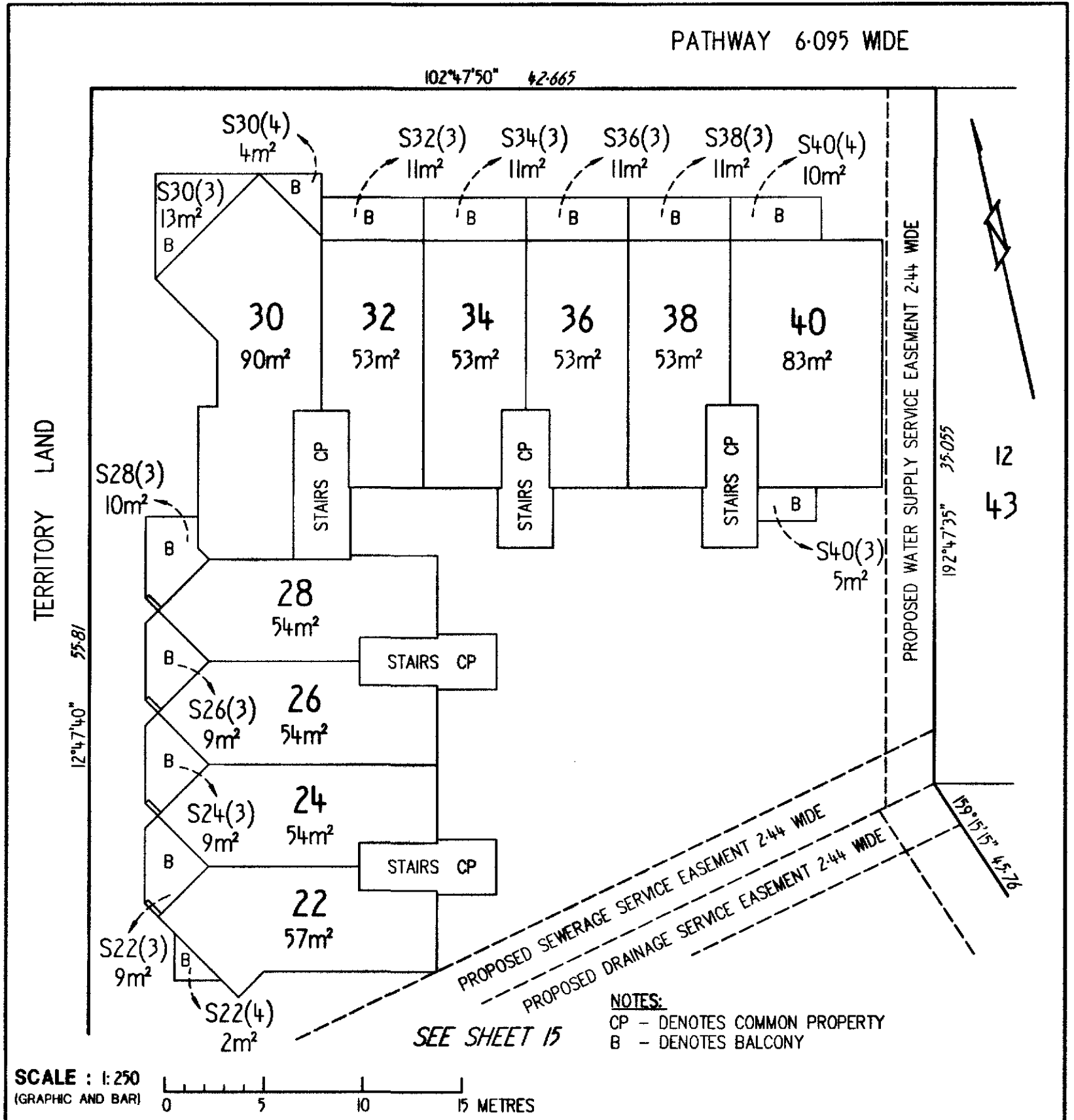
UNITS PLAN No. 2173

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
LYNEHAM	43	30

2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER FIRST 4. CLASS OF UNITS (A or B) A



SCALE : 1:250 (GRAPHIC AND BAR) 0 5 10 15 METRES

NOTES:  
CP - DENOTES COMMON PROPERTY  
B - DENOTES BALCONY

5. EXECUTION

<p>Applicant</p> <p><i>[Signature]</i></p> <p><i>[Stamp]</i></p>	<p>Registered Surveyor (please sign for site plan only)</p> <p><i>[Signature]</i></p>	<p>Delegate of the Minister</p> <p><i>[Signature]</i></p> <p>Lyn Tankey</p> <p>a delegate of the Planning and Land Authority in exercising its functions</p>
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# FORM 4

Revised 1/7/03

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 3173

Block 30 Section 43 Division of LYNEHAM

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


1. The term of the lease of each of the units expires on the twelfth day of January Two Thousand and sixty two.
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 of the Lessees of Units Nos. 1 – 40 inclusive covenants with Planning and Land Authority (“the Authority”) on behalf of the Commonwealth of Australia (“the Commonwealth”) in respect of the relevant unit as follows:
  - (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
  - (b) to use the unit as a single dwelling only;
  - (c) not to use any unit subsidiary to that unit as a habitation;
  - (d) not to make any structural alterations to the unit or any unit subsidiary thereto without the previous approval in writing of the Authority;
  - (e) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority the unit and any unit subsidiary to that unit excluding any defined parts under the provisions of the Unit Titles Act 2001;
  - (f) if and whenever the Lessee fails to maintain repair or keep in repair the unit the Authority may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement is beyond reasonable repair the Authority may require the Lessee to remove a building or part of a building or other improvement and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Lessee has not effected the said repairs or removed the said building part of the building or other

W

improvement any person or persons duly authorised by the Authority with such equipment as is necessary may enter the unit and effect the said repairs or demolish and remove the building part of the building or other improvement and all expenses incurred by the Authority in effecting such repairs or demolition and removal shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

- (g) to permit any person or persons authorised by the Authority to enter the unit or unit subsidiary at all reasonable times and in any reasonable manner and inspect the unit and unit subsidiary;
- (h) to pay to the Authority or any statutory authority the proportion being 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 Land (Planning and Environment) Act 1991 and the Unit Titles Act 2001;
- (i) that the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- (j) that the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
  - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
  - (ii) to which the Tree Protection Act 2005, or any Act in substitution therefore, applies.

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

- (a) the Lessee paying the rent and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the premises without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority;
- (b) that if -
  - (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent or other moneys shall have been formally demanded or not); or
  - (ii) the unit is at any time not used for a period of one year for the purpose for which this lease is granted; or 




- (iii) the Lessee shall commit or suffer a breach of any other covenant contained or implied in this lease;

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

- (c) that acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 4(b)(i), (ii) or (iii) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;
- (d) that any extension of the term of all the leases shall be in accordance with the provisions of the Land (Planning and Environment) Act 1991 or any Act in substitution therefore;
- (e) any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the unit or at its registered office or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the unit;
- (f) any and every right power and or remedy conferred on the Commonwealth or Territory hereunder or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by -
  - (i) the Authority;
  - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or the Territory; or
  - (iii) the authority or person to whom the Authority has delegated all its powers or functions under the Planning and Land Act 2002 or any Statute Ordinance or Regulation substituted therefore.

5. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 7 of the Planning and Land Act 2002;
- (b) "building" means any building or structure as those terms are defined in section 222 of the Land (Planning and Environment) Act 1991, which requires approval under Part 6 of that Act; 



(c) "dwelling" means a building or part of a building used as a self contained residence which must include:

- food preparation facilities;
- a bath or shower; and
- a closet pan and wash basin.

It includes outbuildings and works normal to a dwelling;

(d) "Lessee" shall -

- (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
- (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them;
- (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;

(e) "outbuilding" means a shed, garage or similar structure which is ancillary to the permitted use of the parcel as specified in Clause 3(b) of this lease;

(f) "premises" means the land and any building or other improvements on the parcel;

(g) "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);

(h) "unit" means the leased land and the building and other improvements including any unit subsidiaries constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit;

(i) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;

(j) words in the singular include the plural and vice versa;

(k) words importing one gender include the other genders.

ut



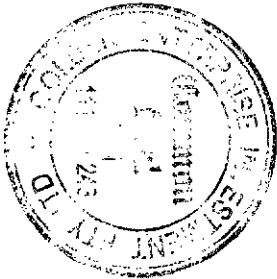
6. Each of the Lessees of Units Nos. 1 – 40 inclusive acknowledges that the building or buildings erected on the parcel of land defined as Block 30 Section 43 Division of LYNEHAM on Deposited Plan Number 10236 in the Registrar-General's Office at Canberra in the Australian Capital Territory shall be used for the purpose of not less than three (3) and not more than forty (40) dwellings in total.

DATED the TWENTY NINTH day of NOVEMBER 2007.

*Lyn Tankey*  
**Lyn Tankey**

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

Lessee: GOLDEN ENTERPRISE INVESTMENT PTY LTD A.C.N. 111 237 248



*Tom Wu*

*sole  
Director/Secretary*

# FORM 5

Revised 1/7/03

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 3173

Block 30 Section 43 Division of LYNEHAM

**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 twelfth day of January Two Thousand and sixty two.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Owners – Units Plan No. 3173 (“the Owners Corporation”) covenant with the Planning and Land Authority (“the Authority”) on behalf of the Commonwealth of Australia (“the Commonwealth”) as follows:
  - (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
  - (b) to use the common property for some or all of the following uses; car parking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other use approved by the Owners Corporation **PROVIDED THAT** these uses are consistent with the permitted purposes of the units;
  - (c) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Authority;
  - (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping storage areas covered car parking hardstanding car parking 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; *u*



- (e) except where necessary for compliance with Clause 3(d) of this clause not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Authority;
- (f) if and whenever the Owners Corporation fails to maintain repair or keep in repair any building part of a building landscaping storage areas covered car parking hardstanding car parking 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 land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the wants of repairs require the Owners Corporation to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement or any part or parts of the services are beyond reasonable repair the Authority may require the Owners Corporation to remove a building part of a building or improvement or to replace the part or parts of the services and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Owners Corporation has not effected the said repairs or removed the said building part of the building or the improvement or replaced the part or parts of the services any person or persons duly authorised by the Authority with such equipment as is necessary may enter the common property and effect the said repairs or demolish and remove the building part of the building or the improvement or replace the part or parts of the service and all expenses incurred by the Authority in effecting such repairs or demolition or removal or replacement shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
- (g) to permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the land forming the common property;
- (h) that the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- (i) that the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
- (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
- (ii) to which the Tree Protection Act 2005, or any Act in substitution therefore, applies. *ut*



4. It is mutually covenanted and agreed by the Commonwealth and the Owners Corporation as follows:-

- (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 or other moneys shall have been formally demanded or not); or
  - (ii) that if the common property is at any time not used for a period of one year for the purpose for which this lease is granted;

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

- (b) that any extension of the term of all the leases shall be in accordance with the provisions of the Land (Planning and Environment) Act 1991 or any Act in substitution therefore;
- (c) any and every right power and or remedy conferred on the Commonwealth or Territory hereunder 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) the authority or person to whom the Authority has delegated all its powers or functions under the Planning and Land Act 2002 or any Statute Ordinance or Regulation substituted therefore.

5. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 7 of the Planning and Land Act 2002;
- (b) "building" means any building or structure as those terms are defined in section 222 of the Land (Planning and Environment) Act 1991, which requires approval under Part 6 of that Act;
- (c) "premises" means the land and any building or other improvements on the parcel;
- (d) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances; *jt*

*jt*

- (e) "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>);
- (f) "unit" means the leased land and the building and other improvements constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit;
- (g) words in the singular include the plural and vice versa;
- (h) words importing one gender include the other genders.

6. The Owners – Units Plan No: **3173** acknowledges that the building or buildings erected on the parcel of land defined as Block 30 Section 43 Division of LYNEHAM on Deposited Plan Number 10236 in the Registrar-General's Office at Canberra in the Australian Capital Territory shall be used for the purpose of not less than three (3) and not more than forty (40) dwellings in total.

DATED the TWENTY NINTH ..... day of NOVEMBER ..... 2007.



*[Handwritten signature]*

*Tom Wu  
Sole Director / Secretary*

*[Handwritten signature]*  
Lyn Tankey

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

Lessee: GOLDEN ENTERPRISE INVESTMENT PTY LTD A.C.N. 111 237 248

*[Handwritten mark]*



## 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>29</b>	<b>Block</b>	<b>30</b>	<b>Section</b>	<b>43</b>	<b>Suburb</b>	<b>LYNEHAM</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)	( )	( )
Certificate Number:		
Dated:		

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

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

Applicant's Name : Ben Vevers  
E-mail Address : ben@mcgilvraylaw.com.au  
Client Reference : 26499

Date: 17-JUN-26 13:32:02



STATUTORY PLANNING  
DEVELOPMENT SOLUTIONS BRANCH  
480 Northbourne Avenue  
DICKSON ACT 2601

17-JUN-2026 13:32

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

Page 1 of 4

**INFORMATION ABOUT THE PROPERTY**

**LYNEHAM Section 43/Block 30/Unit 29**

**Building Class: A**

**Area(m2):** 5,075.7

**Unimproved Value:** \$4,000,000

**Year:** 2025

**Subdivision Status:** Application received under the Unit Titles Act.

**Heritage Status:** Nil.

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



STATUTORY PLANNING  
 DEVELOPMENT SOLUTIONS BRANCH  
 480 Northbourne Avenue  
 DICKSON ACT 2601

17-JUN-2026 13:32

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

Page 2 of 4

**DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)**

**Application** DA20032570      **Lodged** 28-OCT-03      **Type** Multi-residential

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

**Description**

MULTI UNITS DEVELOPMENT - Consolidation of blocks 8, 9 & 10 into single parcel and demolition of existing residences and construction of a maximum of 40 units.

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

District	Division	Section	Block(s)	Unit
Canberra Central	Lyneham	43	8-8	
Canberra Central	Lyneham	43	9-9	
Canberra Central	Lyneham	43	10-10	
Canberra Central	Lyneham	43	30-30	

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

Role	Name
Applicant	Kasperek Architects
Contact	Kasperek
Lessee	Joan Duffy
Lessee	Templl Pty Ltd
Lessee	Van Arkel Holdings Pty Ltd
Lessee	Vld Holdings
Objector	David Pinkerton
Objector	Nicholas Beaumont
Objector	Fiona Syphers
Objector	Petition Style
Comment	Andrew Hopkins
Comment	Philip Van Dissel

**-- Activities -----**

Activity Name	Status
Da - Public Notification	Approval Conditional
Aat - Appeal	Mediation-Consent Dec



STATUTORY PLANNING  
 DEVELOPMENT SOLUTIONS BRANCH  
 480 Northbourne Avenue  
 DICKSON ACT 2601

17-JUN-2026 13:32

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

Page 3 of 4

**Application** DA924781      **Lodged** 28-JUL-92      **Type** Single Dwelling

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

**Description**

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

District	Division	Section	Block(s)	Unit
Canberra Central	Lynham	43	9-9	
Canberra Central	Lynham	43	30-30	

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

Role	Name
Applicant	Michell
Contact	Michell

**-- Activities -----**

Activity Name	Status
Residential Design & Siting	Approved

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

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

Please Note: A section master plan exists or is being considered over this section.

**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.



STATUTORY PLANNING  
DEVELOPMENT SOLUTIONS BRANCH  
480 Northbourne Avenue  
DICKSON ACT 2601

17-JUN-2026 13:32

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

Page 4 of 4

**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**

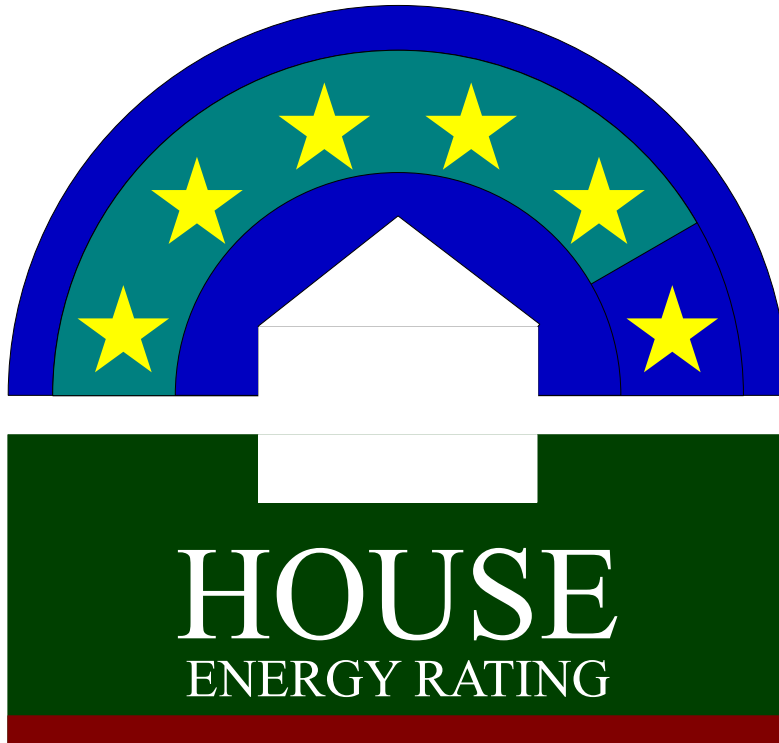
Cat containment has been extended across the ACT for cats born on or after 1 July 2022. Containment means keeping your cat on your premise 24 hours a day. This can include your house or apartment, enclosed area in a backyard or courtyard, a cat crate or leash. Cats born before 1 July 2022 do not have 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 -----

# FirstRate Report



**YOUR HOUSE ENERGY RATING IS:** ★★★★★ **5 STARS**  
**in Climate: 24** **SCORE: 9 POINTS**

**Name:** Ross Alexander Dyson **Ref No:** 47174

**House Title:** Unit 29, Block 30, Section 43 **Date:** 12-06-2026

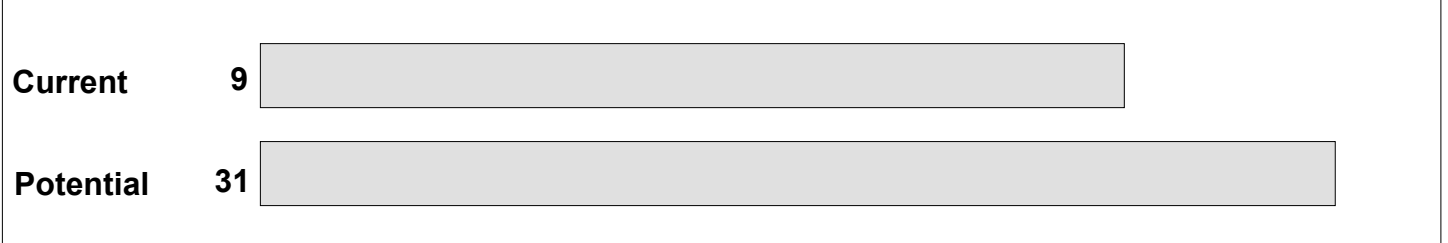
**Address:** Unit 29 of 15 Fox Place  
Lyneham

**Reference:** C:\REPORTS\...\FOX PLACE LYNEHAM 29 OF 15

# 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



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

Design options	Additional points
Change curtain to Heavy Drapes & Pelmets	22

FirstRate Mode
Climate: 24

**RATING SUMMARY for: Unit 29, Block 30, Section 43, Unit 29 of 15 Fox Place, Lyneham**

Assessor's Name: Kelly Hill

				Points		
Feature				Winter	Summer	Total
<b>CEILING</b>				<b>15</b>	<b>0</b>	<b>15</b>
Surface Area:	111	Insulation:	-98			
<b>WALL</b>				<b>-2</b>	<b>0</b>	<b>-2</b>
Surface Area:	-3	Insulation:	2	Mass:	-1	
<b>FLOOR</b>				<b>7</b>	<b>-2</b>	<b>4</b>
Surface Area:	0	Insulation:	4	Mass:	0	
<b>AIR LEAKAGE (Percentage of score shown for each element)</b>				<b>7</b>	<b>0</b>	<b>7</b>
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	34 %			
Exhaust Fans	41 %	Doors	12 %			
Down Lights	0 %	Gaps (around frames)	13 %			
<b>DESIGN FEATURES</b>				<b>0</b>	<b>1</b>	<b>1</b>
Cross Ventilation	1					
<b>ROOF GLAZING</b>				<b>0</b>	<b>0</b>	<b>0</b>
Winter Gain	0	Winter Loss	0			
<b>WINDOWS</b>				<b>-24</b>	<b>-9</b>	<b>-33</b>
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
<b>N</b>	1	1%	-3	1	0	-2
<b>NE</b>	4	4%	-11	9	-1	-3
<b>SW</b>	4	4%	-11	4	-2	-9
<b>W</b>	7	8%	-19	13	-3	-10
<b>NW</b>	7	8%	-21	13	-3	-11
<b>Total</b>	23	26%	-64	40	-9	-33

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

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

				Winter	Summer	Total	
<b>RATING</b>	<b>★★★★★</b>			<b>SCORE</b>	<b>2</b>	<b>-11</b>	<b>9*</b>

\* includes 19 points from Area Adjustment

# Detailed House Data

## House Details

ClientName Ross Alexander Dyson  
HouseTitle Unit 29, Block 30, Section 43  
StreetAddress Unit 29 of 15 Fox Place  
Suburb Lyneham  
AssessorName Kelly Hill  
FileCreated 12-06-2026  
Comments Class A Building Assessor  
Lic No. 2022178

## Climate Details

State  
Town Canberra  
Postcode 2600  
Zone 24

## Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	Enclosed	No	No	No	Float Timb	R1.0	72.3m <sup>2</sup>
2	Suspended Slab	Enclosed	No	No	No	Tiles	R1.0	22.3m <sup>2</sup>

## Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R1.0	26.4m	2.7m
2	Weatherboard	Yes	R1.0	13.0m	2.7m
3	Weatherboard	No	R1.5	6.2m	2.7m

## Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Suspended Slab	Yes	No	R0.0	94.6m <sup>2</sup>

## Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	W	2.1m	2.1m	No	SG	ALSTD	HB	No	0.0m	0.0m	0.0m
2	W	1.5m	1.2m	No	SG	ALSTD	HB	No	0.6m	0.6m	0.3m
3	N	1.5m	0.6m	No	SG	ALSTD	HB	No	0.6m	0.6m	0.3m
4	W	2.1m	0.4m	Yes	SGT	ALSTD	NC	No	0.6m	0.6m	0.3m
5	SW	2.1m	1.8m	No	SG	ALSTD	HB	No	0.6m	0.6m	0.3m
6	NW	2.1m	1.0m	No	SG	ALSTD	HB	No	2.5m	2.5m	0.8m
7	NW	2.1m	2.4m	No	SG	ALSTD	HB	No	2.5m	2.5m	0.8m
8	NE	2.1m	1.8m	No	SG	ALSTD	HB	No	1.5m	1.5m	0.8m

## Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	W	2.1m	2.1m	0.0m	0.0m	0.0m	0.0m	2.5m	0.0m	0.0m	0.0m
2	W	1.5m	1.2m	0.0m	0.0m	0.0m	0.0m	2.5m	3.9m	0.0m	0.0m
3	N	1.5m	0.6m	6.0m	4.0m	3.2m	-2.5m	0.0m	0.0m	4.0m	0.1m
4	W	2.1m	0.4m	0.0m	0.0m	0.0m	0.0m	1.0m	0.6m	2.5m	3.8m
5	SW	2.1m	1.8m	0.0m	0.0m	0.0m	0.0m	4.0m	4.0m	0.0m	0.0m
8	NE	2.1m	1.8m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	1.5m	0.0m

## Zoning Details

Is there Cross Flow Ventilation ? Good

## Air Leakage Details

Location	Suburban
Is there More than One Storey ?	No
Is the Entry open to the Living Area ?	No
Area of Heavyweight Mass	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	4	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	1
External Doors	0	0

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

## Rater Comments

### House Details

ClientName	Ross Alexander Dyson
HouseTitle	Unit 29, Block 30, Section 43
StreetAddress	Unit 29 of 15 Fox Place
Suburb	Lyneham
AssessorName	Kelly Hill
FileCreated	12-06-2026

### Rater Comments

#### MEASUREMENTS USED IN THIS ASSESSMENT

The Energy Rating recorded in this assessment is determined by assessing many elements of the structure and interior treatments including window and floor coverings. The area of external walls and windows, ceiling and floors are part of the assessment.

Some measurements used in this assessment may be nominal. Every effort is made by the assessor to accurately calculate the dimensions of property. However, often accurate and comprehensive plans indicating all dimensions of an existing property, particularly following alterations and extensions are not always available. The reader of this report should not rely on the accuracy of any dimensions used when making critical decisions relating to those dimensions. The assessor will not accept any liability should any discrepancy be revealed.

#### DESIGN OPTIONS

The design option suggestions to improve this energy rating may be additional to elements already in place. For example, the option to install 'Heavy Drapes and Pelmet' will take into account windows that already have Heavy Drapes and Pelmet installed. Insulation recommendations will take into account existing insulation values.

Some recommendations for improvement will not be practical in all circumstances. For example, if the dwelling is built on a concrete slab, it will be possible to install floor insulation.

#### DOOR SEALS AND WEATHER STRIPS

A wooden framed door is only considered to be sealed when a draft extruding device is fitted to the bottom of the door AND sealing tape or felt is fitting to the timber frame around the door opening.

#### WINDOW GLAZING RATIOS

Glazing areas in one direction greater than 25% of the nett conditioned floor area will reduce the Energy Efficiency Rating.

# Energy Efficiency Rating **FACT** Sheet

## QUICK FACTS

- Sellers of residential properties are required to provide an Energy Efficiency Rating (EER) to potential buyers. (*This is known as mandatory energy efficiency disclosure.*)
- The EER forms part of the Sale Contract and must be published in all advertising material
- The EER rating system uses computer simulations to assess the potential thermal comfort of your home. The more stars, the less likely the occupants need cooling or heating to stay comfortable.
- The ACT Government has two systems in place for Energy Ratings:
  - one is for new homes - (2nd Generation Software) and
  - one is for established homes – (1st Generation Software)

**Residential Reports (and all other companies preparing reports for the sale of a property) uses 1st Generation Software.**

- The consumption of energy in the home for heating, cooling, hot water or lighting and other appliances **IS NOT** considered when calculating the EER rating.
- Many aspects of solar passive designs are also not able to be accounted for in 1st Generation Software.

## WHAT IS RATED?

The rating is dependent on:

- Layout of the home
- Construction of its roof, walls, windows and floor
- Wall, floor and ceiling insulations
- Orientation of windows and shading of the sun's path and local breezes
- Influence of the local climate

## WHY IS THERE A DISCREPANCY BETWEEN MY OLD EER AND MY NEW EER?

- Increasingly, in a number of circumstances particularly where new homes have been rated using 2nd generation software and are being offered for sale where the rating must be conducted using 1st generation software, there can be a significant variation between the two ratings:
  - 1st generation software rates to 6 stars
  - 2nd generation software may rate up to 10 stars
- ACT Legislation currently **PROHIBITS** Inspectors from assuming insulation values which may have been the case previously. Documented proof or access for a visual sighting is now required to verify the existence and rating of insulation.

**When you engage Residential Reports to complete your EER you have the peace of mind of knowing the Inspector undertaking your assessment is licensed in the ACT as a Class A Energy Assessor and your Energy Rating is calculated using software approved by the ACT Government.**

Further information is available via the Environment, Planning and Sustainable Development Directorate  
[http://www.planning.act.gov.au/topics/design\\_build/design-and-siting/energy\\_ratings](http://www.planning.act.gov.au/topics/design_build/design-and-siting/energy_ratings)



## Certificate of Currency

---

- Policy Number** BP20200022
- Item 1 **The Insured:** Residential Reports Pty Ltd
- Item 2 **Address:** 35 Poynton Street  
HUGHES ACT 2605
- Item 3 **Professional Services covered by this policy:**  
Pre Purchase Building Inspections (AS4349.1)  
Special Purpose Building Inspections  
Energy Rating Reports  
Urban Pest Management  
Termite Management including inspections - existing buildings and structures (AS3660.2)  
Timber Pest Inspections (AS4349.3)
- Item 4 **Description of the Policy:** Professional Indemnity & Broadform Liability (CGU PIB 03-17)
- Item 5 **Period of Insurance:** From 20/07/2025 To 4.00 pm on 20/07/2026
- Item 6 **Particulars of Risk:**  
**Civil Liability Professional Indemnity**
- |                             |             |                                    |
|-----------------------------|-------------|------------------------------------|
| 6.1 The Policy Limit is     | \$5,000,000 | which includes all policy sections |
| 6.2 The Policy Excess is    | \$20,000    |                                    |
| 6.3 The Retroactive Date is | 20/07/2020  |                                    |
- Public Liability**
- |                 |              |
|-----------------|--------------|
| 6.4 Sum Insured | \$20,000,000 |
| 6.5 Excess      | \$2,500      |

**Date and Place of Issue** 21/07/2025 Melbourne, Victoria

Signed for and on behalf of Insurance Australia Limited ABN 11 000 016 722



Najibi Bisso, Manager

This Certificate of Currency indicates policy cover effective as at the date of issue only

**PAID**

# Tax Invoice



**Inspection Number 47174**

Please ensure this number is used when making payment

3 June 2026

Ross Alexander Dyson

**For the Property at:** 29/15 Fox Place Lyneham ACT 2602

FIRST RATE ENERGY EFFICIENCY RATING PACKAGE	
First Rate Energy Efficiency Inspection & Report	372.73
Access Canberra EER Lodgement Fee (no GST)	41.00
Subtotal	413.73
Total GST	37.27
<b>TOTAL INC GST</b>	<b>\$451.00</b>

*Thank you for your business*

**We offer comprehensive Pest Management Solutions!  
Call now to book your regular Pest Control Service**

PAYMENT OPTIONS	<i>Your prompt attention to payment (within 7 days) is appreciated.</i>
Credit Card	Please call 6288 0402 to provide card details. Your account is not debited until the day reports are released. Providing these details as soon as possible will ensure there is no delay when reports are ready.
Direct Deposit	Account Name: Residential Reports BSB: 012-997 Account Number: 2269 05945 Reference: <b>47174 IMPORTANT: PLEASE ensure this unique ID is used</b>
Cash or Cheque	Can be provided to your inspector on the day. Please advise our office if you choose this option so we can note it on their job sheet. Cheques made payable to 'Residential Reports' please.



**A PERCENTAGE OF EVERY JOB IS DONATED TO OUR WITHOUT A ROOF PROGRAM**

Every year we step into hundreds of homes, yet in our region there are still so many people living without acceptable, permanent or safe shelter. A percentage from each inspection we conduct is contributed to our in-house program 'Without a Roof' and periodically donated to make small changes to this big issue. To find out more visit [residentialreports.com.au](http://residentialreports.com.au)

Residential Reports Pty Limited **ABN 38 609 880 122**

35 Poynton Street Hughes ACT 2605 **p 6288 0402** [info@residentialreports.com.au](mailto:info@residentialreports.com.au)

**Member- Master Builders Association & The Australian Environmental Pest Managers Association**

## Current Owner Account

Brendan Dyson

Lot 29 Unit 29

THE OWNERS - UNITS PLAN NO. 3173

RENARDS, 15 FOX PLACE, LYNEHAM ACT 2602

Purchased: 01/02/2022 UE / AE: 30.00 / 1,000.00

Date	Details	Administrative Fund due/paid	Sinking Fund due/paid	Unallocated	Interest paid	Total	Balance (-)prepaid
	Balance brought forward	0.00	0.00	0.00		0.00	0.00
27/02/2024	Levy Payment	-828.90	-415.50	0.00	0.00	-1,244.40	-1,244.40
27/08/2024	Quarterly Admin/Sinking Levy 27/08/2024 - 26/11/2024	828.90	415.50	0.00	0.00	1,244.40	0.00
02/12/2024	Allocation of unallocated money for 29/3173	-3,498.00	-1,864.84	-6,594.96	0.00	-11,957.80	-11,957.80
27/12/2024	Quarterly Admin/Sinking Levy 27/11/2024 - 26/02/2025	874.50	466.21	0.00	0.00	1,340.71	-10,617.09
27/02/2025	Quarterly Admin/Sinking Levy 27/02/2025 - 26/05/2025	874.50	466.21	0.00	0.00	1,340.71	-9,276.38
27/05/2025	Quarterly Admin/Sinking Levy 27/05/2025 - 26/08/2025	874.50	466.21	0.00	0.00	1,340.71	-7,935.67
27/08/2025	Quarterly Admin/Sinking Levy 27/08/2025 - 26/11/2025	874.50	466.21	0.00	0.00	1,340.71	-6,594.96
27/11/2025	Allocation of unallocated money for 29/3173	-3,762.00	-2,178.00	5,940.00	0.00	0.00	-6,594.96
27/12/2025	Quarterly Admin/Sinking Levy 27/11/2025 - 26/02/2026	940.50	544.50	0.00	0.00	1,485.00	-5,109.96
27/02/2026	Quarterly Admin/Sinking Levy 27/02/2026 - 26/05/2026	940.50	544.50	0.00	0.00	1,485.00	-3,624.96
27/05/2026	Quarterly Admin/Sinking Levy 27/05/2026 - 26/08/2026	940.50	544.50	0.00	0.00	1,485.00	-2,139.96
27/08/2026	Quarterly Admin/Sinking Levy 27/08/2026 - 26/11/2026	940.50	544.50	0.00	0.00	1,485.00	
24/06/2026	Current balances excluding interest						
	Administrative Fund		-940.50				
	Sinking Fund		-544.50				
	Unallocated Money Fund		-654.96				
			<u>-2,139.96</u>				
	Interest due as at 24/06/2026		0.00				
	<b>Current balance including interest</b>		<b><u>-2,139.96</u></b>				

## Balance Sheet

### As at 24/06/2026

THE OWNERS - UNITS PLAN NO. 3173

RENARDS, 15 FOX PLACE, LYNEHAM ACT 2602

	Current period
<b>Owners' funds</b>	
<b>Administrative Fund</b>	
Operating Surplus/Deficit--Admin	(38,551.04)
Owners Equity--Admin	68,873.09
	30,322.05
<b>Sinking Fund</b>	
Operating Surplus/Deficit--Sinking	46,612.12
Owners Equity--Sinking	339,064.27
	385,676.39
<b>Net owners' funds</b>	<b>\$415,998.44</b>
<b>Represented by:</b>	
<b>Assets</b>	
<b>Administrative Fund</b>	
Cash at Bank--Admin	26,616.51
Receivable--Levies--Admin	7,807.10
Receivable--Owners--Admin	128.00
	34,551.61
<b>Sinking Fund</b>	
Cash at Bank--Sinking	77,141.88
Receivable--Levies--Sinking	4,508.37
Investments--Account 3--Sinking	130,000.00
Investments--Account 5--Sinking	112,862.84
Investments--Account 6--Sinking	60,613.32
	385,126.41
<b>Unallocated Money</b>	
Cash at Bank--Unallocated	654.96
	654.96
<i>Total assets</i>	420,332.98
<b>Less liabilities</b>	
<b>Administrative Fund</b>	
Creditor--GST--Admin	2,106.87
Prepaid Levies--Admin	2,122.69
	4,229.56
<b>Sinking Fund</b>	
Creditor--GST--Sinking	(1,778.91)
Prepaid Levies--Sinking	1,228.93
	(549.98)
<b>Unallocated Money</b>	
Prepaid Levies--Unallocated	654.96
	654.96
<i>Total liabilities</i>	4,334.54
<b>Net assets</b>	<b>\$415,998.44</b>

**Current period**



## CERTIFICATE OF CURRENCY

### THE INSURED

POLICY NUMBER	POL11094525
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording <a href="#">SCI034-Policy-RS-PPW-02/2021</a> Supplementary Product Disclosure Statement <a href="#">SCIA-036_SPDS_RSC-10/2021</a>
THE INSURED SITUATION	The Owners - Units Plan No 3173 15 Fox Place, Lyneham, ACT, 2602
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 15/11/2025 Expiry Date: 4:00pm on 15/11/2026
INTERMEDIARY ADDRESS	Arthur J. Gallagher PO Box 263, Deakin West, ACT, 2600
DATE OF ISSUE	12/11/2025

### POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$22,586,124
		Common Area Contents	\$225,861
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$3,387,919
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
		3. Lot Owners' Wall Coverings	Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 4	Workers Compensation		Selected
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$2,000,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		Not Included
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy

may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

# Insurance Valuation Report

For

*"Renards"*

**15-19 Fox Place, Lyneham**

**Scheme Number: UP3173**



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

**Job Reference Number: 170111**

**19 November 2021**

**Professional Indemnity Insurance Policy Number 96 0968886 PLP**

PO Box 1280,  
Beenleigh QLD 4207

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

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QIA Group Pty Ltd

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<b>SECTION 4 – SITE PHOTOGRAPHS.....</b>	<b>8</b>

## 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 which estimates the reinstatement costs of the building/s and associated common property improvement and body corporate assets for insurance purposes situated at **15-19 Fox Place, Lyneham.**

### 1.2 Property Address

The property is situated at **15-19 Fox Place, Lyneham.**

### 1.3 Description of Building

The property comprises forty residential apartments in three double storey buildings with allocated car spaces in two secure basement level garage areas. Access to the upper floors is by internal stairs & lobbies. Common property includes bin store, driveway pavings, boundary walls & fences and site landscaping.

In accordance with the plans provided the date of registration is 2007.

### 1.4 Client

**The Owners for "Renards".**

### 1.5 Reinstatement Cost Assessment Value

**Reinstatement Cost Assessment Value: \$17,900,000 (Inc GST)**

### 1.6 Inspector Details

**Inspector Number**

**101**

*R.T. Hanbury*

Signed for and on behalf of QIA Group Pty Ltd

## SECTION 2 – INSURANCE VALUATION REPORT

### **2.1 Reinstatement Cost Assessment Value**

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

### **2.2 Loss of Revenue**

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

### **2.3 Current Trends**

Past years of inflationary trends in the cost of building have shown building cost indices rising at a rate substantially in excess of official CPI figures.

### **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.

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

The calculated value of the building comprises of several elements including:

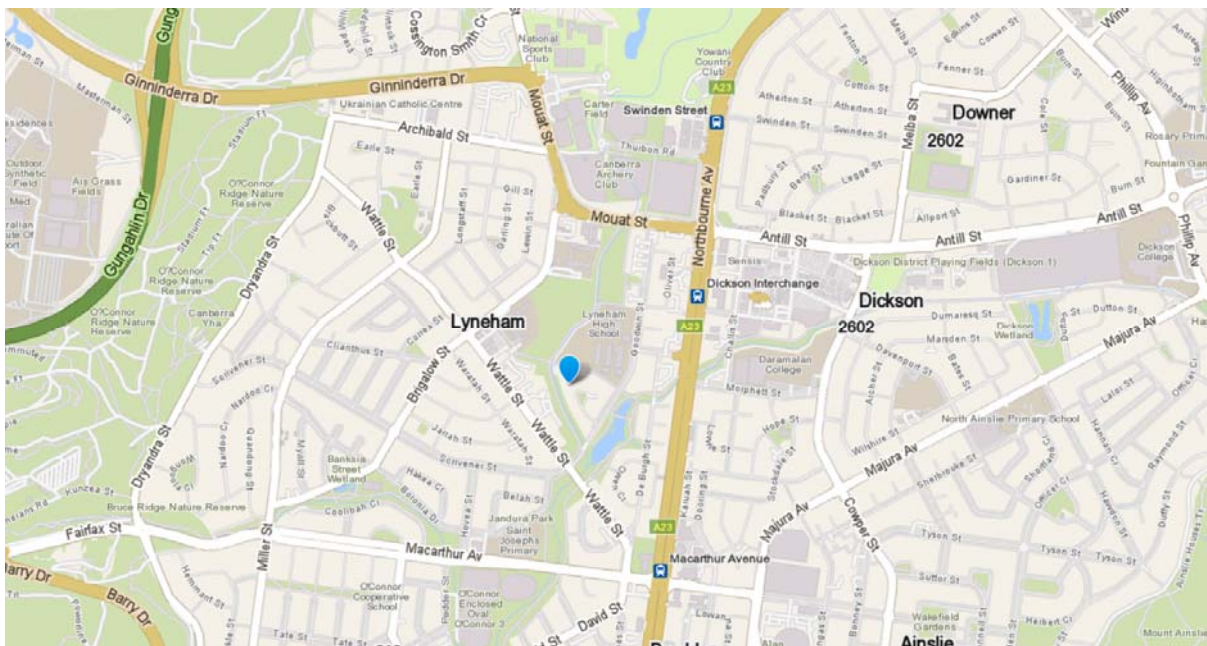
- Estimated Cost of constructing a similar building on the same site;
- Allowance for cost escalation during the claim settlement period and time for planning, calling tenders, and fitout;
- Professional and authority fees relating to the demolition, and the new building;
- Costs of making the damaged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

#### **NB**

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

<b>2.6 Valuation</b>	
<b>Replacement Building and Improvements Cost:</b>	<b>\$13,750,000</b>
Allowance for Cost Escalation during the following:	
Demolition, Design and Documentation:	9 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	12 Months
Calculated at 6% per annum over the period	\$1,100,000
<b>Progressive Subtotal:</b>	<b>\$14,850,000</b>
Professional Fees:	\$1,450,000
<b>Progressive Subtotal:</b>	<b>\$16,300,000</b>
Demolition and Removal of Debris:	\$725,000
<b>Progressive Subtotal:</b>	<b>\$17,025,000</b>
Cost Escalation for Insurance Policy Lapse Period:	\$875,000
<b>Progressive Subtotal:</b>	<b>\$17,900,000</b>
<b>Reinstatement Cost Assessment Value: (Inc GST)</b>	<b>\$17,900,000</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 and upper floors.

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

EXTERNAL WALL CONSTRUCTION: Masonry.

EXTERNAL WALL FINISHES: Rendered & painted.

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

ROOF CONSTRUCTION: Timber/steel framed low pitched.

ROOFING: Profiled steel sheet coverings.

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

DRIVEWAY CONSTRUCTION: Concrete.

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

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

### **3.6 SCOPE**

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

### **3.7 EXCLUSIONS**

An Insurance Valuation Report does not cover or deal with:

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

### SECTION 4 – SITE PHOTOGRAPHS



**MINUTES OF THE ANNUAL GENERAL MEETING OF  
THE OWNERS - UNITS PLAN 3173  
RENARDS, 15-19 FOX PLACE, LYNEHAM ACT 2602**

The Annual General Meeting of The Owners - Units Plan 3173 was held at Zoom on Tuesday, 26 November 2024 at 5.00 pm.

**PRESENT:**

K Dodds (Unit 7), L Lovegrove (Unit 19), S Helman (Unit 24), K Elliott (Unit 25), T Darmanto (Unit 31), & Ms N Olsson (Unit 33).

**PROXIES:**

R Meale (Unit 23) IFO S Helman

**BRIDGE STRATA:**

S Wiebe - Senior Strata Manager

Reduced Quorum: The meeting opened and noted that a quorum was not reached. With the consent of those present, the meeting progressed under the Reduced Quorum pursuant to Section 3.10 of the *Unit Titles (Management) Act 2011* which reads that a Reduced Quorum decision is disallowed if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be disallowed signed by a majority of people entitled to vote on the relevant motion at the time of signing.

**1 CHAIRPERSON**

N Olsson was elected as Chairperson for the AGM.

**2 Motion 1 - MINUTES**

**Resolved** that the minutes of the last general meeting of the Owners Corporation be confirmed as a true record of the proceedings of that meeting.

**3 EXECUTIVE COMMITTEE REPORT**

N Olsson tabled report to Owners the outgoing Executive Committee had prepared. K Dodds advised the meeting that he was currently looking into roof access for the building, which would likely mean ladders on the side of buildings A and B, and internal access to building C.

S Helman explained that the Sustainability Sub Committee had been reviewing ideas for conserving water and electricity. It was noted that they had not been considering EV Charging in the basement, due to the fire risks this posed.

**4 Motion 2 - INSURANCES**

**Resolved** that the Owners Corporation adjust the building sum insured at the time of renewal in accordance with suggested sum insured as recommended by the insurance broker subject to review by the Executive Committee.

**5 Motion 3 - FINANCIALS**

**Resolved** that the financial statement as prepared for the financial year ending 31/08/2024 be accepted.

**6 Motion 4 - AUDIT**

**Resolved** that the Owners Corporation appoint an auditor to audit the accounts and financial statements of the owners corporation.

**7 Motion 5 - BUDGET**

**Resolved** that:

- (a) the Owners Corporation estimates that in respect of the period ending **31/08/2025** it will need to credit to its administrative and sinking funds for actual and expected expenditure referred to in those subsections the amounts set out in the **General Funds Budget** pursuant to *Sections 75 and 81* of the *Unit Titles Management Act 2011* that was attached to the notice of the meeting at which this resolution was passed; and
- (b) the Owners Corporation determines that the following amounts are to be levied to raise the estimated contributions:
  - (i) to the administrative fund, the sum of **\$116,600 including GST**; and
  - (ii) to the sinking fund, the sum of **\$62,161 including GST**; and
- (c) those amounts are to be paid by regular equal Quarterly instalments due on the **27/11/2024** and subsequent instalments being due on **27/02/2025, 27/05/2025, 27/08/2025**.

**8 Motion 6 - FIRE SAFETY REPORT**

**Resolved** that the Owners Corporation obtain a 12 month fire certificate.

**9 BUILDING DEFECTS**

Owners who are aware of any defects are requested to advise the Executive Committee and/or Manager.

**10 Motion 7 - MAINTENANCE PLAN**

**Resolved** that the Owners Corporation continue with the current plan for the ongoing maintenance of the common property.

**11 Motion 8 - UNIT 7 - SPECIAL PRIVILEGE**

**Resolved** that the Owners Corporation of UP 3173, by special resolution, approves the Owner of Unit 7 exclusive use of the car space immediately to the left of the garage door entry to Building A, providing that the Owner of Unit 7 re-configures the bike racks in this space into the visitor parking space directly opposite at their cost, and that this special privilege ceases if the current Owners sell the unit.

**12 Motion 9 - APPOINTMENT OF MANAGING AGENT**

N Olsson advised that during 2024 the Executive Committee had explored the possibility of changing Strata Managers. This was instigated in part because a manager the Executive Committee had been working well with left Bridge suddenly and Bridge failed to provide adequate or timely advice of this to the EC. While the committee has discussed options with different strata managers, they have not decided to change strata managers at this time, and agreed to continue with Bridge in 2025.

**Resolved** that in accordance with the *Unit Titles (Management) Act 2011* that:

- (a) Bridge Strata P/L be appointed as Manager of Units Plan No 3173
- (b) The owners corporation delegate to the Agent all of the functions of
  - (i) the owners corporation (other than those listed in the Act); and
  - (ii) its secretary and treasurer necessary to enable the agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement; and
- (c) the delegation to the Agent is to be subject to the condition and limitation in the Agreement.

**13 ADEQUACY OF AUTHORISATIONS, DELEGATIONS AND APPOINTMENTS**

Owners confirmed that adequate authorisations, delegations and appointments are in place.

**14 Election - EXECUTIVE COMMITTEE**

The following Owners were elected to form the Executive Committee until the next Annual General Meeting:

- K Dodds
- L Lovegrove
- S Helman
- N Olsson

It was noted that while only 4 Owners were elected to the Executive Committee for the year, the Executive Committee would be happy to accept new members throughout the year. Should an Owner be interested, they are requested to contact either the Chair, N Olsson, or the Strata Manager, S Wiebe

**15 GENERAL BUSINESS**

**Vote of Thanks:**

L Lovegrove thanked N Olsson for their work as the Chairperson of the Executive Committee. Further to this, Owners present thanked all members of the Executive Committee for their voluntary work throughout the year. It was noted that Point Facilities Maintenance had also been employed to assist the Executive Committee.

**CLOSURE:** There being no further business, the meeting closed at 5.50 PM.

**Bridge Strata P/L**  
**Units Plan Manager for Units Plan 3173**

***Steve Wiebe***  
***Units Plan Portfolio Manager***

# 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. 3173**  
A2 **Annual General Meeting**

Date (or dates) of general meeting  
at which the reduced quorum  
decision or decisions were made – **26<sup>th</sup> November 2024**

Tick applicable box, or both boxes if applicable:

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

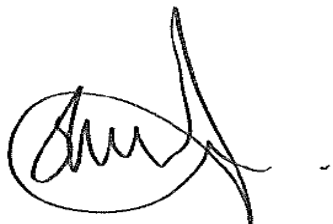
### A3 Reduced quorum decisions

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

Date of Decision	Full text of reduced quorum decision
26 <sup>th</sup> November 2024	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 29/11/2024

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

**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 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 may 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).



## FIRE TESTING COMPLIANCE CERTIFICATE

Pacific Facilities Maintenance Pty Ltd confirm they have conducted the inspection and testing of Fire Protection Equipment at the property noted below

Description of property being certified	
Property Owner/Managing Agent:	Bridge Strata
Name of Property:	Fox Place Lyneham
Address of Property:	15-19 Fox Place Lyneham
Certificate date range:	08.11.2023 -08.11.2024
Assessment of safety measures	

The following list of essential services was tested in accordance with AS1851-2012.

Product Name	Maintenance Standard	Date of last service within period
Fire Extinguishers	AS 1851-2012	July 2024
Fire Hose Reels	AS 1851-2012	July 2024
Fire Doors	AS 1851-2012	July 2024
Emergency Lighting	AS 2293	July 2024

Equipment status
------------------

As at the date of this document, PFM has recorded the below defects which may impede the performance of the noted product.

- **Fire Extinguishers-** 2 x ABE Extinguishers (#6 & #16) are missing type signage

Certification
---------------

I, Justin T Hyland (Director)	on behalf of Pacific Facilities Maintenance Pty Ltd
-------------------------------	---

Being an authorised certifying officer for and on behalf of Pacific Facilities Maintenance Pty Ltd, being the incumbent fire protection maintenance contractor of the building nominated above, certify that:

Each of the essential fire safety measures listed above:

- Has been tested by a properly qualified and competent person, and
- Was found, as at the date of testing, to be capable of performing to at least the standard listed on this document

The information contained in this statement is true and accurate to the best of my knowledge and belief.

Signature
-----------

Name Justin Hyland - Director	Signature	Date 08.11.2024
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**MINUTES OF THE ANNUAL GENERAL MEETING OF  
THE OWNERS - UNITS PLAN 3173  
RENARDS, 15 FOX PLACE, LYNEHAM ACT 2602**

The Annual General Meeting of The Owners - Units Plan 3173 was held via Zoom on Monday, 17 November 2025 at 4.30 pm.

**PRESENT:**

Ms J Boyland (Unit 3), Mr K Dodds (Unit 7), Ms S Helman (Unit 24), Mr T Darmanto (Unit 31), Ms K Finn (Unit 32), & Ms N Olsson (Unit 33).

**PROXIES:**

Mr L Lovegrove (Unit 19)	IFO Ms Olsson
Ms R Meale (Unit 23)	IFO Ms S Helman
Ms R Grieve (Unit 36)	IFO Ms Olsson

**BRIDGE STRATA:**

Mr S Wiebe - Senior Strata Manager (The Manager).

Reduced Quorum: The meeting opened and noted that a quorum was not reached. With the consent of those present, the meeting progressed under the Reduced Quorum pursuant to Section 3.10 of the *Unit Titles (Management) Act 2011* which reads that a Reduced Quorum decision is disallowed if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be disallowed signed by a majority of people entitled to vote on the relevant motion at the time of signing.

**1 CHAIRPERSON**

Ms Olsson was elected as Chairperson for the meeting.

**2 EXECUTIVE COMMITTEE REPORT**

Ms Olsson tabled the Executive Committees report, highlighting the collaboration with Point FS, the Facilities Managers for the building, and noting that this had been beneficial for the complex. It was further noted that Point FS had assisted on the installation of the Height Safety System, which would allow for easier access for contractors to inspect the roof.

Owners present thanked the outgoing Executive Committee, in particular thanking Ms Olsson for her dedication to ensuring the complex was running smoothly.

**3 Motion 1 - MINUTES**

**Resolved** that the minutes of the last General Meeting of the Owners Corporation be confirmed as a true record of the proceedings of that meeting.

**4 Motion 2 - INSURANCES**

Ms Olsson noted that the Claims History Report had been provided with the Agenda Paperwork, and noted that she had requested that the Manager reviews and advises what the claims were, as the report did not contain this information. Further, while Owners were able to make insurance claims themselves, it was requested that anyone making a claim also informs the Manager to ensure the issues could be tracked and followed up.

The Manager advised that the last valuation was completed in 2021, and recommended that a new valuation for insurance purposes be undertaken. Owners present agreed to the recommendation.

**Resolved** that the Owners Corporation obtain a valuation for insurance purposes and adjust the building sum insured in accordance with the valuation subject to review by the Executive Committee.

**5 Motion 3 - FINANCIALS**

The Manager noted that there was \$68,873.09 in the Admin Fund, and \$339,064.27 in the Sinking Fund. The Manager noted that the expenditure in both the Admin and Sinking Funds had been less than expected.

**Resolved** that the financial statement as prepared for the financial year ending 31/08/2025 be accepted.

**6 Motion 4 - AUDIT**

The Manager noted that due to the amount held in the accounts, and the expected budget for the levies, it was a requirement for the Owners Corporation to have the financials audited.

**Resolved** that the Owners Corporation appoint an auditor to audit the accounts and financial statements of the Owners Corporation.

**7 Motion 5 - BUDGET**

**Resolved** that:

- (a) the Owners Corporation estimates that in respect of the period ending **31/08/2026** it will need to credit to its administrative and sinking funds for actual and expected expenditure referred to in those subsections the amounts set out in the **General Funds Budget** pursuant to *Sections 75 and 81 of the Unit Titles Management Act 2011* that was attached to the notice of the meeting at which this resolution was passed; and
- (b) the Owners Corporation determines that the following amounts are to be levied to raise the estimated contributions:
  - (i) to the administrative fund, the sum of **\$125,400.00 including GST**; and
  - (ii) to the sinking fund, the sum of **\$72,600.00 including GST**; and
- (c) those amounts are to be paid by regular equal Quarterly instalments due on the **27/11/2025** and subsequent instalments being due on **27/02/2026, 27/05/2026, 27/08/2026**.

\*Please note: due to the delay in holding the meeting, the levy due on 27/11/25 will now be due on 27/12/25.

**8 Motion 6 - SINKING FUND FORECAST**

The Manager noted that the last Sinking Fund Forecast had been completed in 2021, and there was a requirement for the Forecast to be reviewed every 5 years.

**Resolved** that the Owners Corporation undertakes a 10-year Sinking Fund Forecast in accordance with Section 82 of the *Unit Titles (Management) Act 2011*.

**9 Motion 7 - MAINTENANCE PLAN**

**Resolved** that the Owners Corporation continue with the current plan for the ongoing maintenance of the common property.

**10 Motion 8 - FIRE SAFETY REPORT**

**Resolved** that the Owners Corporation obtain a 12 month fire certificate.

**11 Election - EXECUTIVE COMMITTEE**

The following Owners were elected to form the Executive Committee until the next AGM:

Ms J Boyland (U3)  
Mr K Dodd (U7)  
Mr L Lovegrove (U19)  
Ms S Helman (U24)  
Ms N Olsson (U33)

Further, Mr Darmanto and Ms Finn noted that they were happy to assist where required.

**12 BUILDING DEFECTS**

Owners who are aware of any defects are requested to advise the Executive Committee and/or Manager.

**13 ADEQUACY OF AUTHORISATIONS, DELEGATIONS AND APPOINTMENTS**

The owners considered that adequate authorisations, delegations and appointments were in place.

**14 GENERAL BUSINESS**

**Painting:** Ms Olsson advised the meeting that the building would need to be painted within the next 12 - 18 months. It was noted that there was some erosion from rain in various places, and that the blade walls between the balconies would need to be waterproofed.

**CLOSURE:** There being no further business, the meeting closed at 5.25 pm.

**Bridge Strata P/L**

**Units Plan Manager for Units Plan 3173**

**Steve Wiebe**

***Units Plan Portfolio Manager***

# 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. 3173  
A2 Annual General Meeting

Date (or dates) of general meeting  
at which the reduced quorum  
decision or decisions were made – 17<sup>th</sup> November 2025

Tick applicable box, or both boxes if applicable:

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

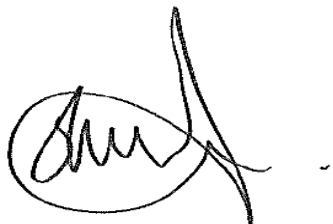
### A3 Reduced quorum decisions

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

Date of Decision	Full text of reduced quorum decision
17 <sup>th</sup> November 2025	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 27/11/2025

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

**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 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 may 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).

EC Meeting  
16 October 2024  
07:00 pm By Zoom

Attendance: Nancy Olsson (Chair), Ken Dodds, Susannah Helman, Luke Lovegrove  
Apologies: Tim Britton

Agenda

Item 1 - Minutes previous meeting confirmed

Item 2 - Out-of-session decisions confirmed

- 09/09/24 - Approval for construction of storage cabinet on on patio Unit 37
- 11/09/24 - Drip trays Basement B deferred pending resolution fire rating basement columns
- 13/09/24 - Add 1 additional recycling bin (1 yellow lid ); remove 2 general waste bins with 1 larger general waste bin (red lid )
- 13/09/24 - Distribute notices re clutter in basements
- 30/09/24 - Give full Renards Dropbox access to Point FS representative
- 08/10/24 - Add 6-monthly servicing of basement exhaust fans to Pacific FM current maintenance agreement
- 08/10/24 - Distribute Welcome to Renards and Dealing with Waste notices and post Waste notice in garbage room

Item 3 - New or continuing issues

- Gutter clean program - photos from most recent clean by ACT Gutter Clean suggest 6-monthly frequency adequate.  
*Action: Request Bridge issue work order to ACT Gutter Clean for 6-monthly gutter clean.*

- Financials and Budget - Financials discussed. Agreed with some changes, to be advised to Bridge.

The EC appreciated the work that Bridge had put into preparation of financial statements and proposed budget to August 2025, but was disappointed Bridge categorised the annual budget and expenditure as in a “fairly healthy position” in the covering email and yet did not make it clear that the draft proposed budget would have seen a significant increase in levies. The EC asked Bridge to make this kind of change explicit in covering emails. Members undertook to raise various budget issues with Bridge.

*Action: Request Bridge to adjust proposed budget such that a significant increase in levies can be avoided.*

- Roof Access - We are still awaiting proposals for roof access and safety systems, which will be required under workplace health and safety. We will continue to explore options and costs with Point FS and inform owners of proposed safety appliances and enhancements.

*Action: Include information on proposed safety enhancements in the Report to Owners for the AGM.*

- U37 Intercom - The owner of U37 requested that the Owners Corporation make good the wall around their new intercom monitor. The EC considered that such work

should be the responsibility of the unit owner.

*Action: Advise Bridge of EC position.*

The meeting closed at 9:05pm

The AGM is likely to be scheduled before another meeting of the Executive Committee can take place and consequently the next meeting will take place after the election of the new EC.

**MINUTES**  
**EXECUTIVE COMMITTEE RENARDS**  
**19 June 2024**

**Attendance:** Nancy Olsson (Chair and Minutes)  
Ken Dodd  
Tim Britton  
Susannah Helman  
Apologies: Luke Lovegrove

**Meeting Opened at 7:05 pm**

**Minutes Meeting 17 April 2024 confirmed.**

**Out of Sessions decisions confirmed**

3/5/24 - Install light over bike rails Basement B  
7/5/24 - Request R&M to remove bulky waste in garbage room  
14/5/24 Upgrade data cabling Maritex Quote QU10027  
14/5/24 Investigate presence of rats or possums in complex  
25/5/24 Upgrade complex lighting, Maritex Quote QU-9512; Also investigate light entry  
28/5/24 Tree pruning Trees R Us Quote 405033  
28/5/24 Replace sliding doors Units 22 & 24 damaged in rectification work - Baicol Quote #BB7YJ05U

**Outstanding Issues to Discuss/Resolve**

**Facilities Management contract**

While the EC was overall happy to accept the proposed agreement with Point Facilities Solutions, and were pleased with the preliminary work done by Point, the committee considered it needed clarification of a number of points within the agreement, including Authorised Expenditure Limits, and Additional Costs; Manager Contracts; Secure On-Site Storage and Electronic Communications. The Committee determined the best way to resolve these issues would be in a meeting with Point, Bridge and any members of the EC who are able to attend. Nancy was asked to task Bridge to organise this meeting.

**Action:** Nancy to contact Bridge to organise an online meeting.

**Fire Rating - Basement Columns**

The EC through Bridge Strata have been actively seeking clarity and resolution of this matter for some time. After the April meeting the EC agreed we needed to request the engineer who had identified a problem, John Skurr, to provide actionable specifications to enable a builder who has already been on site, to bring the basement columns in line with current building standards. Note that the columns met fire rating standards at the time of build, but these have been increased recently.

**Action:** Nancy to advise Bridge to issue a work order to John Skurr with advice to Point.

### **Lighting Bollards**

Failures had been identified in some of the new bollards, which had been installed less than two years ago. Bridge was asked to check whether there was any warranty for these and advised the bollards were outside of warranty and that the electricians recommended upgrading the lights in the bollards. The EC decided to direct Bridge to arrange for all 14 bollards to be relamped with longer-lasting lights, but request the electricians to store the old ones that still work on site in case of future need.

**Action:** Nancy to request Bridge to issue a work order with Ken as contact.

### **Data Cabling**

Data cabling was upgraded in May, after a request for improved internet service. The work was deemed high quality except for the possibility of water ingress into the cabinet. Ken recommended that Point be tasked to identify and action a seal for the cabinet.

**Action:** Discuss the best method to seal the cabinet with Point in due course.

### **Gutter Cleaning**

Late in 2023 Bridge obtained quotes for regular gutter cleans from three firms. The EC had deferred consideration of this as Baicol had cleaned the gutters early in 2024. However, it is time to organise regular gutter cleans, both of box gutters on roof and any other gutters around the complex. The EC decided the proposal from ACT Gutter Cleaning best met our needs and decided to task Bridge to issue a work order for an initial clean as soon as possible, specifically requesting before and after photos. The EC decided not to commit to a second clean in 6 months (or earlier) until we and Point could assess the amount of build-up in the time frame, as well as the quality of the work by ACT Gutter Clean. Matt from Baicol was on site in the week and offered to quickly clean out box gutters on Building B, but this is not a service his firm provides on a regular basis. Matt also noted a problem with flashing which may have been responsible for a leak into the entry to Units 25-28.

**Action:** Nancy to request Bridge to issue a work order to ACT Gutter Cleaning and inform Point of our issues.

### **Mould and damp Units 22 and 24**

R&B had done some investigation on this in 2022/2023 and despite numerous request from the occupant of Unit 24 had not yet provided a report to her or to Bridge of their findings or recommended action. The owner/occupier of Unit 24 offered to send yet another email to R&B. Depending on their response, the EC decided to request Point to become involved in conjunction with the work they have been doing to investigate roof issues.

### **Sustainability Sub-Committee**

Susannah confirmed she will call a meeting of this sub-committee in the near future.

The meeting closed at 8:55 pm. The next meeting is tentatively set for 21 August 2024.

**UP3173 Renards  
Executive Committee Meeting 21/08/2024**

**Minutes**

**1 Attendance**

Present: Nancy Olsson Chair, Ken Dodds, Luke Lovegrove, Susannah Helman  
Apologies: Tim Britton

**2 Previous Meeting Minutes**

The Minutes from the Meeting of 19 June 2024 were confirmed.

Outstanding actions from 19 June meeting:

A - Basement column rating standards.

**Action:** Nancy to engage with Bridge to obtain plans to upgrade basement columns to comply with current fire rating standards.

B -Data cabling.

**Action:** Ken to liaise with Point FS re waterproofing of cabinets.

C - Sustainability sub-committee

**Action:** Susannah to convene meeting, following communications among members

**3 Confirm Out of Session Decisions**

- Approve new Level PPM for pumps, plumbing, drainage, 27/6/24
- Approve relamping bollards along common area paths, 27/6/24
- Approve Baicol quote 000663 for repairs entry Units 25-28 due water ingress, 27/6/24
- Approve request by owner Unit 36 for 2 budgerigars, 6/8/24
- Approve contract with Point Solutions Facilities Management, 12/8/24

**4 New and Continuing Issues**

A) Point Facilities Solutions Facilities Management contract

A meeting with Point FS, Bridge and two members of the EC was held on 23/7/24 to resolve members' questions and clarify points within the agreement. Following that meeting and report back, the full EC approved signing the agreement with Point FS. The EC considers that while we are not sure how much Point FS will carry in the long term, it appears that any issues can be resolved between us and them, and we will develop a simple protocol for actions they can take directly without referring to the EC. It was agreed that Nancy should remain the first point of contact with Point FS for general communication but any member could contact Point on specific issues through the mailbox they have established, with cc to Nancy and, if appropriate, Bridge.

B) Roof Access

Point FS has provided recommendations and quotes for installing roof hatches and roof access. It is clear that the complex will need to improve roof access for safety and ease of access in the short to medium term. The EC discussed the recommendations from Point FS and decided to investigate these recommendations and determine if other options might also meet our needs at less cost.

**Action:** Ken will liaise with Point FS to explore other options such as external ladders, and provide the EC with a final recommendation.

#### C) Gutter Clean

ACT Gutter Clean provided a full gutter clean and photos which showed not only the quality of their work but the level of build-up over 6 months since a previous gutter clean. The EC agreed to commence a regular 6-monthly program for cleaning of all gutters, and to monitor this for need for any change to frequency,

**Action:** Nancy to advise Bridge to organise a regular gutter clean program with ACT Gutter Clean with advice to Point FS.

#### D) Stormwater Basement B

Nancy advised that in the last rain it appeared that stormwater had come into Basement B near parking spaces for Units 33, 39 and 40. Point FS has inspected and agreed to having Level Plumbing investigate whether there are problems in stormwater drainage or at ground level.

#### E) Tree Pruning

This is to take place on 26-27 August. Hopefully this will reduce to some extent the leaves collecting in box gutters on the roof, and any branches knocking on the building or balconies.

#### F) Basement Clutter

In its first inspections, Point FS has identified clutter collection in and next to some parking spaces. Their first draft notice needed fine tuning, and the EC had suggestions about ways to deal with the problem. References to House Rules and legal options need to be accurate and up to date. We need to know when the last basement clean was and schedule another.

**Action:** Nancy to distribute the current version of House Rules to Point FS and EC.

**Action:** Nancy to revise Point FS draft for specific problem areas and draft general notice for residents and owners re clutter build-up in basements.

**Action:** EC members and point to consider need to revise House Rules.

#### G) Recycling and Waste Collection

The existing recycling collection has become inadequate, with recycling hoppers becoming full well before the regular Tuesday collection. After investigation, TCCS\_NOWasteMuds proposed exchanging our current 2 x 1500l waste hoppers for 1 x 2000l hopper and adding 1 x 1100l recycling hopper. While this appears to be a good solution, the EC had some concerns about size of the larger waste hopper and access to it, especially by shorter people, as well as the existing problems of noise when closing the lids. The EC decided to investigate the issue further before reaching a decision.

**Action:** Nancy to ask Bridge to obtain more information about the proposed hoppers.

### 5 Other Issues

#### A) Roof works

Susannah contacted R&B Solutions but has received no report on U22 & U24. Neither Bridge nor the EC has received a report from R&B on general roof works relating to their Reference JN 14497. The EC does not propose to continue to use R&B but needs to finalise

this work and have them report on what they have done. We also need to know if they have charged us and if we have paid them. It may be appropriate to issue a letter of demand.

**Action:** Nancy to request Bridge to advise on all invoices and payments to R&B and whether any reports have been received that have not been forwarded to the EC.

#### B) Use of parking spaces and house power

Ken Dodds of Unit 7 has owner agreement to occupy certain otherwise unused parking spaces and storage cages in Basement A. There is no need for EC involvement in these arrangements. Ken has safely passed a power cord from a parking space to a common power point on the opposite wall, and uses the house power from time to time for carpentry work, often destined for the complex. The EC has previously decided not to restrict occasional use by residents of common power in basements or hallways, but to reconsider the issue should there be evidence of abuse.

**Decision:** The EC has authorised Ken Dodds to leave the power cord as currently installed and to use the common power on an occasional basis.

#### C) Strata Manager

Joe Kinnish had been the nominated strata manager for Renards since June 2023 and the EC had been satisfied with the level of service he delivered to us. It was therefore surprising and disappointing to find he left Bridge suddenly on 28 June 2024. Even more disappointing was that we only found out on 2 July via an automated reply to an email we sent. Given there was time to set up an automated reply, there was certainly time to notify Joe's clients directly, as a courtesy, whether more information about new arrangements was available or not, and the EC considers Bridge handled this matter poorly.

The EC had been considering exploring a change of strata managers for a number of years, but had decided not to, given the acceptable service delivered by Mr Kinnish.

**Action:** Ken will seek references and make enquiries about alternative strata managers and whether it is realistic to change over by the end of this cycle, noting an AGM of late November/ early Dec.

The meeting closed at 8:45 pm

The next meeting will be early November, prior to the next AGM.

## Minutes EC Meeting 22 January 2025

Meeting opened 7:04 pm

Present: Nancy Olsson (Chair), Luke Lovegrove, Ken Dodds, Susannah Helman

### 1. Confirmation minutes previous meeting

### 2. Election Officers

- Chair: Nancy Olsson
- Assistance monitoring expenditure: Luke Lovegrove and all
- Assistance maintenance Dropbox: Susannah Helman
- Chair Sustainability sub-committee: Susannah Helman

### 3. Confirmation out-of-session decisions:

- Removal light bollard next to handicapped parking space, 4/12/24
- Confirmation repair works Units 17/18, 11/1/25
- Confirmation reimbursement Nancy Olsson Zoom subscription (\$223.90) and payment membership Owners Corporation Network (\$20)

### 4. New/Continuing business

- Basement collection of bulky items and clean up to go ahead as discussed, including assistance for residents with issues regarding removal items left outside storage cage or parking space  
**Action: Nancy to finalise notices as discussed and liaise with Point FS**
- Suggestion by resident for notice board in garbage room.  
**Action: Resident to be advised that a notice board is already in the garbage room and can be used as suggested.**
- Suggestion by resident to try to reduce smell of kitchen waste bin by adding some substance  
**Action: Sustainability sub-committee to discuss ways to address issue and report back**
- New works for 2025 eg lawns/gardening - Any proposed new works to be assessed against progress against budget. Significant items, eg landscaping to be proposed to next AGM. Consider combining landscaping works with resident working bee.
- Three signs for units for sale are currently on common property in front of the building. All exceed reasonable size limits, particularly given Fox Place is a cul-de-sac and units for sale are likely to be found through online searches rather than passing by. While *The Public Unleased Land (Movable Signs) Code of Practice 2023 (No 1)* relates to unleased land, it seems a reasonable guide, in that signs that size will not obstruct the amenity of residents, passage along paths or the general appearance of Renards. Real estate agents and owners who wish to sell their property should be aware that the Executive Committee has the right to refuse placement of signs on common property, but would not do that unless the size of the sign was unreasonable. Consider adding to House Rules when next revised.  
**Action: Nancy to advise Bridge the EC would prefer size of advertisements to conform with *The Public Unleased Land (Movable Signs) Code of Practice 2023 (No 1)* dimensions of 900mm x 1200mm.**

- A refund of \$11,000 for double payment was noted in the monthly reports.  
**Action: Nancy to confirm with Bridge how this happened.**
- ReturnIt - A person has been sighted on Renards property collecting cans and bottles for ReturnIt. The EC intends to use funds from ReturnIt to fund projects for Renards, and he has been asked not to take bottles or cans from the tubs intended for ReturnIt collection.
- Strata Training - Members of the EC are keen to attend training for EC members when next available.  
**Action: Nancy to confirm with Bridge when next courses are scheduled.**
- Water ingress Unit 24  
**Action: Susannah to push Bridge for action by R&B contractors.**
- Smoking in units affecting other residents  
The EC discussed reports that smoke from units is drifting into neighbouring apartments and common areas. Renards House Rules at 6.2 require a unit owner not to 'use the unit or permit it to be used in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit', and at 6.7 state 'Smoking is not permitted in any part of Common Property, or in any place, including balconies, patios or courtyards, where second-hand smoke may impact on an occupier of any other unit'.

The meeting closed at 8:35pm.

The next meeting is tentatively scheduled for 23 April, in person if possible rather than by Zoom.

# Minutes EC Meeting Renards

## 23 April 2025

Venue: 33/15 Fox Place, Lyneham

Attendees: Nancy Olsson (Chair), Susannah Helman, Luke Lovegrove, Ken Dodds

Meeting opened: 7:00 pm

### 1. Minutes of meeting 22 January 2025 confirmed.

### 2. Out of session decisions confirmed:

- Owner Unit 21 may plant a crepe myrtle in garden bed outside the unit under certain conditions\* - 17/02/25
- Bridge may take debt recovery action for outstanding levies if they remain outstanding by end February - 24/02/25
- Undertake repairs to door at entry to Units 5-8 - 19/3/25
- Accept quote for bulky waste collection by R&M Cleaning - 28/3/25
- Approve application by Unit 6 to have a pet - 21/04/25

### 3. New/Continuing issues

#### a) **Point Facilities Solutions Issues**

Some benefits have been identified but numerous issues need attention.

These include:

- the value of the bi-monthly report, particularly in terms of usability, highlighting of problems and action items;
- overall coordination of the quote request for roof access and roof safety system;
- coordination of bulky waste collection and basement clean
- method of organising before and after photos of problem areas
- responsiveness to requests for assistance/information
- concern as to Point's ability to supervise installation of roof access system;
- whether they will provide us the benefits of knowledge of the complex over a lengthy period.

**Decision:** Arrange meeting with Point, Bridge, EC, preferably at Bridge premises, to discuss concerns, suggest performance indicators, propose way forward, such as 30-month continuation to supervise roof access installation, review in August.

**Action:**

- Nancy and Luke to prepare summary of concerns, possible KPIs;
- Nancy to request Bridge arrange meeting with Bridge, Point, EC.

#### b) **Basement clean-up**

Bulky waste collection was successful in spite of hiccups along the way.

Disappointed Point had not booked removal in advance or R&M not aware of need to clear 2 basements.

Basement clean has been done in two stages. Both basements will be cleaned on 28 April.

This demonstrated the need to establish communication protocols and coordination among parties.

For future: Consider annual bulky waste collection and basement clean.

c) **Roof access**

Accept RigCom quote 9152 of 18/11/24 for suspended ladder and roof safety system as per Ken's email summary

- no slab at base
- ladders bare aluminium rather than powder-coated
- clarify any increase in price given delay.
- Point to supervise installation including before- and after-photos, confirm works complete to high level, consideration of residents next to installation.
- Ken principal EC contact for Bridge and Point.
- EC may obtain harness for EC use exclusively.
- Some of the cost has been budgeted for under roofing works.

**Action:** Nancy to advise Bridge and Point to proceed with RigCom quote.

d) **Smoke affecting other residents**

Discussion of how affected residents could lodge formal complaint.

e) **Organic recycling**

A resident had asked if possible to provide a product to put in bin to reduce smell and insects.

Bridge had suggested it might be possible to combine organic recycling and garden waste bins to save some money. However, the two bins serve different functions - organic recycling is collected weekly while green waste is fortnightly, leading to various problems of smell, location of bin etc.

**Decision:** The EC decided to continue with two separate collections for organic (kitchen) waste and explore ways to control smell between collections.

**Action:** Susannah to contact Organic Recycling Group for suggestions on how to control smell.

f) **Front of complex repairs and painting of complex**

The metal corners and paint on the low decorative walls in front of the complex are failing and need repairs. Matt from Baicol gave us a quote for repairs 18 May 2023. Repairs to these walls will cause damage to garden beds. Also if we wish to change colour in a year or so they will need to be repainted to match.

Overgrown foliage currently obscures the map of the complex on one of the walls.

Bridge had suggested a programmed painting service extending over a longer period might be preferable to painting the entire complex at one time. The EC did not consider this idea to be desirable.

**Decisions:**

- Delay repairs on small decorative walls for time being.;
- Transfer map to another location where it is visible;
- Engage a colour consultant to work with EC to determine preferred colour for main buildings, decorative features, etc., to coordinate with powder-coated elements that should be cleaned but not repainted;
- Determine proposed colour palette including images of building in proposed colour, to submit to AGM in November;
- Plan to repaint the entire complex in 2026 or 2027.

**Action:**

- Nancy to request Bridge to engage colour consultant to meet with EC;
- Nancy to task Point FS to move map to another location.

g) **Insurance rectifications**

- Since insurance rectifications were completed in about 2021 or 2022, problems have been identified with at least two balconies that should have been repaired and now have had to be completely redone. Steve proposed engaging a solicitor who considered the first step was for the EC to have a conversation with her.

**Action:**

- Nancy to provide Luke as much information as possible about the rectification process.
- Luke to contact insurers as a first step to deciding what action, if any, to take.

h) **Monarch Development on Fox Place**

Monarch has placed No Parking signs around Fox Place Commons that discourage parking. Visitors on long weekends have had trouble finding alternate parking.

**Action:**

- Nancy to contact Monarch asking them to revise No Parking signs, to restrict parking only during work days and hours.

i) **Units 22 & 24 repairs**

Baicol has not yet installed replacement sliders as requested some time ago. R&B has still not provided report on water ingress issues.

**Action:**

- Nancy to ask Point to liaise with Baicol regarding progress on doors.
- Nancy to advise Bridge to have Baicol investigate water ingress on Units 22 and 24.

j) **Water ingress in ceiling above stairwell between Units 12 & 14**

This was reported by Point FS on 23/4/25 following their most recent inspection.

**Action:** Nancy to ask Bridge to request Baicol investigate water ingress issues.

k) **Entry Units 5-8**

Point FS have reported lock is difficult to use. The door has just been adjusted as it was difficult to open or close for some time. Point FS suggested engaging Class to replace lock barrel.

**Action:** Nancy & Ken to suggest Point FS try graphite on lock in first instance; if that is unsuccessful engage Class but first check if any other locks need attention, to get maximum benefit from the call-out.

Meeting closed at 9:00 pm

Next meeting tentatively scheduled for 23 July 2025

## Executive Committee Meeting Minutes 23 July 2025

Meeting commenced at 7:00 pm by Zoom.

Present: Nancy Olsson, Chair, Ken Dodds, Luke Lovegrove, Susannah Helman

Apologies: Rhianne Grieve

### 1. Previous meeting:

The Minutes from the meeting of 23 April 2025 were confirmed.

Report on Action Items:

- A meeting was arranged with principals of PointFS to discuss concerns. It was decided to determine whether to continue with PointFS after the installation of roof access by RigCom.
- Organic Recycling Group was contacted regarding smell of organic waste but had no suggestions other than more frequent collections. They advised not to use sawdust in organic recycling.
- PointFS has undertaken to remove the sign at the front of the complex and move it to another pillar so it is not concealed by shrubbery.
- Luke and Nancy continue to collect information about the rectification process.

### 2. Confirmation Out-of-Session Decisions

3/6/25	Pay Invoice 28/5/25 Generate Electric for emergency electrical work completed for Units 19 and 20.
4/6/25	Approval to proceed with installation roof access and safety system
5/6/25	Treat rusting columns outside entryways
4/6/25	Repair cut fence into basement Building A
10/6/25	Repair soffit Unit 40
10/6/25	Site visit and planning roof access and safety system installation - laying bases and removing vegetation
15/6/25	Place new sign/map of complex on blank wall.
11/6/25	Approve additional work to support installation of roof access, including removal of vegetation and laying pavers under ladder fee
30/6/25	Approve Maritex invoice for emergency attendance, work order to investigate and address cause of power outage Building A due to condensation in switch box tripping RCD
8/7/05	Agree for PointFS to replace closer door to Building B basement
20/7/25	Agree to proceed with replacement of slider Unit 24
22/7/25	Approve payment of Baicol invoice for repairs to entryways 13-16, 17-20

### 3. New and Continuing Issues

3.1 Roof access ladders and anchor points - Installation will be complete by 25/7/25 and went well overall. Baicol will have to add additional pavers at the bottom of the ladder to Basement A. PFS will sign off on completion of installation.

3.2 Entryway door hinges - PFS Building Manager advises the door hinges used are not correct strength for the weight of the doors, which explains the persistent failure in entryway to Units 5-8. The EC agreed to have PFS triage to identify the three hinges in worst condition, arrange for replacement of those so we know the approximate cost of total replacement, and ask PFS to propose a replacement program.

**Action: Nancy to advise PFS to conduct triage, organise replacement and first three, and propose replacement program.**

3.3 Basement Vents - Vents have been overflowing into the basement. In April Level attended and investigated flooding of the vent at car space 18 in Basement A. Level did not inspect any other vents. At the time it was known that car space 30 in Basement B was also overflowing, but that was not passed on to Level. Level found a small tree growing out of the drain in the vent floor and proposed a drip tray and connection to another stormwater drain rather than repairing the blocked drain. Level did not inspect any other vents, and when asked, did not provide other alternatives for dealing with the problem at car space 18. The EC was not satisfied with this result, and requested PFS to investigate further. They have now engaged two more plumbing concerns to investigate the problem and recommend solutions.

A PPM was established with Level in May 2022 for three years, with annual renewal subsequently. At the time the EC was assured that all drains were included in it, but the vent drains apparently weren't. While the Level PPM has provided assurance regarding pumps and known drainage, it is disappointing that the vent drains were not identified or serviced.

**Action: When quotes are received EC to investigate with PFS and determine best quote. Subsequently EC to explore new PPM with Bridge and PFS.**

3.4 Basement Columns - Following investigation by PFS, Bridge has been asked to contact Vortex and determine if they are able to provide information needed to bring basement column up to fire code. When a work order is issued for the work, that should include painting the columns a brighter colour than they are currently.

3.5 Entryway carpets - There appears to be continuing ingress at Unit 7 and Units 21-24. Replacement of carpets to a maximum of \$80,000 was approved at the AGM of 18 October 2021. However, this was deferred due to ongoing water ingress. The EC agreed to get updated quotes, and include carpet replacement in the next budget citing approval from AGM 2021. If it appears that water ingress problems will not be solved in 2025-2026, carpets should be cleaned in the interim.

**Action: Nancy to request PFS to continue to investigate water ingress issues and liaise with Baicol.**

**Action: Nancy to liaise with PFS to organise updated quotes for carpet replacement.**

**Action: Luke/Bridge to ensure carpet replacement cost included in the 2025-2026 budget.**

3.6 PointFS - Overall the EC is happy with the service currently being provided by PFS but wish to be sure this level of service will continue before renewing the contract for another year. The EC decided to arrange another meeting with PFS management to confirm certain aspects of the contract including designated building manager and emergency and discretionary spending limits.

**Action: Nancy to organise meeting with Bridge, PointFS and EC members.**

3.7 Complaint from Unit 37 re neighbour and carpet condition - The EC has no power to intervene to resolve disputes between neighbours. However, it considered Bridge competent to take such action as appropriate and necessary.

The owner of Unit 37 also complained about “rotten, wet, mouldy” carpets in the entryway to Units 37-40. The EC accepted advice from the Building Manager that the carpet was dry, with no evidence of mould, nor was there evidence of water ingress on walls after the recent rains. The EC accepts that the carpets are in poor condition and require replacement or at least cleaning, which it intends to do as at 3.5.

3.8 House Rules - The House Rules were last updated and endorsed at the AGM of 2022. The Building Manager noted some issues that needed strengthening. Members discussed various issues and whether House Rules could assist in addressing them.

**Action: All to consider possible improvements. Luke to review current and past House Rules and provide proposed revision to put to AGM in November 2025.**

3.9 Landscaping - The complex has regular gardener attention but not landscaping service or oversight. The EC considers that gardening services could be improved.

**Action: Nancy to discuss landscaping services with Building Manager.**

3.10 Sustainability Sub-Committee - Susannah reported the committee intends to meet soon and will be looking at options to save money. The EC agreed the committee could have access to monthly interim financial reports to inform their investigations.

**Action: Susannah to advise Bridge to add names of Sustainability Sub-Committee members to financial report distribution list.**

3.11 Painting Consultants - The EC has not heard from painting consultants.

**Action: Nancy to follow up.**

The meeting closed at 9:10pm. Next meeting to be held early September.

# EC Meeting Minutes

Date: 14/04/2026

Present: Nancy Olsson (Chair), Ken Dodds, Susannah Helman, Jude Boyland (Host)

Apologies: Luke Lovegrove

## 1. Minutes meeting 15 January confirmed

### 2. Out of session decisions confirmed

- Obtain quotes for gardening contractors (agreed 02/02/26, to Bridge 08/04/2026)
- Obtain quotes for PPM plumbing contractors (agreed 02/02/26, to Bridge 08/04/2026)
- Obtain quotes for electrical & lighting PPM contractor including RCD testing (agreed 02/02/2026, to be actioned)
- Revise notice for hallway obstructions (agreed 02/02/26, to PointFS 25/03/2026)
- Have table between Units 5 and 7 mounted on wall (agreed 02/02/2026, to be actioned)
- Request additional colour scheme from consultants (agreed 08/02/2026, received 27/02/2026); to be discussed at EC meeting)
- Resolve basement columns fire rating issue, requote to repaint basement columns (fire rating question resolved 02/02/2026, request quote to repaint to be actioned)
- Give Akbar Dropbox access; remove non-active access (PointFS has requested that only RenardsMailbox has Dropbox access)
- Obtain quotes for painting complex (Agreed at AGM, quotes requested 24/03/2026)
- Agree to pay consultants additional fee for extra colour overlay (17/02/2026)
- Agree to reimburse owner Unit 37 for plumbing expenses and have Level investigate reported blockage (08/04/2026)

### 3. New and continuing issues

#### A. Painting complex

- 3 colour schemes have been received from colour consultants on 24/11/2025 and 27/02/2026
- EC plus painting subcommittee will select one scheme plus keeping current colour to propose to EC
- Scope has been developed by Point FS in consultation with EC members, Bridge.
- Painting contractors have been asked to quote - one attended 10/5/26, another scheduled for 23/4/26.
- Painting will not occur until at least after next AGM when owners will be asked to confirm colour choice and approach to painting.
- Point FS will be engaged to project manage painting, including organisation, communications with owners and residents (including negotiation if necessary re access, work around installations such as cat enclosures or cabinets) and quality assurance.
- Painting of entryways will require separate quotes and will be done when we are satisfied that water ingress from the roof is resolved.

**Action:**

- Point FS to continue to manage quote process and roofing issues.
- Colour sub-committee to confirm preferred colour scheme/s.
- EC to prepare recommendations for colour scheme/s and painting contractor, for presentation to owners at AGM.

Basement water ingress

- On 19 March heavy rains again caused major water ingress issues, near parking space 18 in Basement A and 30 in Basement B. These were virtual waterfalls, with clean water spurting out from around a stormwater pipe in Basement A and a corner of the walls in Basement B.
- These 'waterfalls' were investigated 4 years ago by Level, prior to our engaging them for a PPM of plumbing.
- Point FS and Matt from Baicol both suggested this could be ground water breaking through from outside poorly waterproofed basement walls.
- Members noted that the water was clean, and therefore not likely to be ground water breaking through external walls.
- It was suggested to engage a civil engineer to identify the cause and recommend rectification.
- The EC determined that as this only appears to happen every 4 years, it is not urgent at the moment, and we will investigate options to identify and resolve the problem.
- Bridge Strata has reminded the EC on occasion that basements are considered 'wet' and while every effort is made to keep them dry, there may be water ingress from time to time.

**Action:**

No action at this time, but continue to monitor in conjunction with selection of a new plumbing PPM provider.

Entryway accessibility

- The owner of Unit 35 had requested consideration of entryway accessibility improvements for their mobility-impaired tenant.
- The EC considered this and discussed options with Point FS and Bridge at a meeting on 2/02/26.
- Any options suggested were deemed unsuitable or impractical.
- From the original build all entryways involve a single step up from the footpath. Any alteration to that may be complicated and may involve changes to the tiled footpaths.
- It was noted that the owner of the unit had installed a ramp to the back of the unit from the shared path for their tenant's convenience.
- The EC was sympathetic with the owner's request, but could not identify any feasible way to accommodate their request.

**Action:**

Nancy to advise Bridge to respond to the request by the owner of Unit 35.

### Ground Floor Terrace Remediation

- Under the insurance rectifications most of the twenty tiled ground floor terraces were deemed not to require remediation, only the first floor balconies.
- Only the large terraces on Units 5 and 7, and 39 were remediated under the insurance rectifications.
- Most of the first floor balconies were remediated at least once, and possibly twice, by Patterson's, with the most recent work Unit 8 where there was some delay) completed mid-2021.
- We have had to remediate at OC expense balconies at Units 2 and 4 (where water ingress was detected) and 38 (which may not have been remediated at all previously).
- It has been determined that the waterproofing on ground floor terraces is probably failing (if it was ever done properly).
- Water is seeping through terraces into the basement, in some cases dripping onto vehicles.
- Level Plumbing has installed several drip trays in the basement, which catch and divert seeping water, but do not resolve the problem.
- A number of the terraces also suffer inadequate slope to the drain, allowing water to pool to the side of the drain.
- While no terraces appear to slope down to the entry to the unit (sliding doors), in many cases in very heavy rain they fill up and threaten to flood apartments.
- Some grout or glue used in rectifying first floor balconies dripped onto terraces and were never cleaned up by Pattersons (eg Unit 33).
- The EC determined that remediation of the ground floor terraces is a priority, and may supersede other priorities.

#### **Action:**

Ken to prepare approach to determining priority and circulate to EC, preparatory to developing proposal to put to AGM.

### Plumbing quotes

- Bridge has forwarded quotes from Level for repairing stormwater drains and another for remediating the terrace of Unit 5/7.
- The EC agrees to stormwater drain repairs, but quote relating to Unit 5 & 7 terraces will be deferred, and those terraces included in the above remediation proposal.

**Action:** Nancy to advise Bridge to issue work order as above.

### Basement Columns

- Point FS has confirmed that the basement columns are compliant with current fire requirements.
- Repainting them is desirable but not a priority. Quotes can be sought for repainting of basement columns after external and entryway repainting is completed.
- No action required at the moment.

### Basement Fence proposal

- Proposals and suggestions have been put forward for replacing the chain link fencing between surrounding the roller door.

- The EC wants to explore these options further with Point FS.

**Action:**

Ken to meet with Point FS to discuss.

U37 Terrace water issues

- The owner considers the terrace floods in heavy rains, particularly in late February/early March.
- She has had the drain investigated and the EC has reimbursed her for the cost of the plumber.
- We need to find out why the Level PPM did not identify blockage of stormwater pipes, as it did 4 years ago and investigate how to address this.
- We have requested Bridge to obtain quotations for PPM from other plumbers.

**Action:**

Nancy to liaise with Bridge and Point FS on progress with plumbers.

Units 22 & 24

- The EC had agreed to undertake rectifications after Patterson's insurance rectification work was unsatisfactory. Also R&B had investigated water ingress from the roof but not resolved it.
- Unit 24's sliding doors have been installed by Baicol to a good standard.
- Unit 22's sliding doors will be installed when the owner liaises with Baicol to confirm outstanding matters.
- The EC agreed to reimburse the owner of Unit 22 for replacement carpet at like for like. When the owner presents either an invoice for the carpet if like the original carpet, or a quote for a replacement at like for like, Bridge may reimburse him accordingly.
- Baicol may need to be issued work order to investigate and resolve water ingress from the roof. The EC will review the question of ceiling painting for Unit 22 when Baicol confirms water ingress issue has been resolved.

**Action:**

Nancy to confirm with Bridge that work order has been issued as above.

Miscellaneous

- Green bin - people have been putting rubbish in it. It has been moved to the garbage room, and needs new signs to replace the ones that have disappeared.
- Renards Garden - Jude or Lee Unit 5 to advise Bridge of tree that needs attention.
- The EC approved Jude's claim for supplies for Renards Garden, tip run.
- Development next door - contractors have been leaving junk around. Nancy to write Monarch a note asking them to make sure contractors don't leave waste around.

The meeting adjourned at 9pm. Thank you for hosting it, Jude.

The next meeting is tentatively scheduled for Tuesday 14 July (Bastille Day).

# Sinking Fund Plan

## Renards

**15-19 Fox Place, Lyneham, ACT 2602**

**Scheme Number: 3173**



***COMPILED BY SIMON VINCENT***

**On 17 November 2021 for the  
15 Years Commencing: 1 September 2021  
QIA Job Reference Number: 170115**

Professional Indemnity Insurance Policy Number 96 0968886 PLP  
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## INTRODUCTION

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

## LOCATION

15-19 Fox Place, Lyneham, ACT 2602

## REPORT SUMMARY

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

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

The Sinking Fund Levy per entitlement already set is:	\$54.30
Number of Lot/Unit Entitlements:	1000
Opening Balance:	\$300,175.00
The proposed Sinking Fund Levy per entitlement is:	\$54.84

## METHODOLOGY

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

The report will generally categorise costs as follows:

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

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

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

Future replacement costs have been calculated by assessing the current replacement cost for each item to a standard the same or better than the original. These anticipated costs are increased each year at a rate of 3.0% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10.0% per annum has been applied to anticipated costs and it is applied to each individual cost in the year the cost (e.g. painting) is expected to occur (e.g. 2035), the contingency rate is not an annual compounding cost.

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

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

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

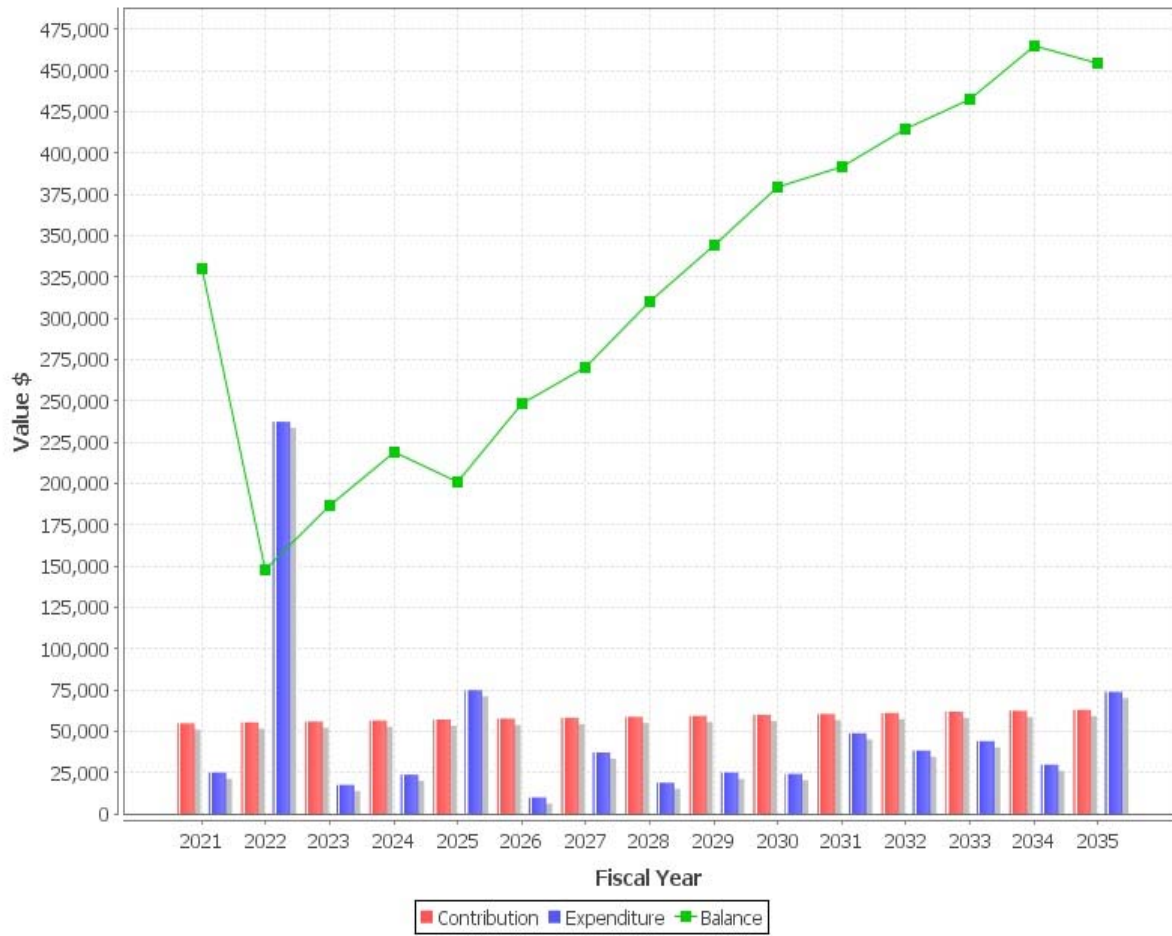
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

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

### SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/09/2021	\$300,175	\$54,843	\$54.84	\$25,085	\$329,933
2	01/09/2022	\$329,933	\$55,391	\$55.39	\$237,401	\$147,923
3	01/09/2023	\$147,923	\$55,945	\$55.95	\$17,598	\$186,270
4	01/09/2024	\$186,270	\$56,505	\$56.50	\$23,778	\$218,998
5	01/09/2025	\$218,998	\$57,070	\$57.07	\$74,906	\$201,161
6	01/09/2026	\$201,161	\$57,641	\$57.64	\$10,022	\$248,780
7	01/09/2027	\$248,780	\$58,217	\$58.22	\$37,153	\$269,844
8	01/09/2028	\$269,844	\$58,799	\$58.80	\$18,854	\$309,789
9	01/09/2029	\$309,789	\$59,387	\$59.39	\$25,031	\$344,144
10	01/09/2030	\$344,144	\$59,981	\$59.98	\$24,184	\$379,941
11	01/09/2031	\$379,941	\$60,581	\$60.58	\$48,820	\$391,702
12	01/09/2032	\$391,702	\$61,187	\$61.19	\$38,315	\$414,573
13	01/09/2033	\$414,573	\$61,798	\$61.80	\$44,043	\$432,329
14	01/09/2034	\$432,329	\$62,416	\$62.42	\$29,800	\$464,945
15	01/09/2035	\$464,945	\$63,041	\$63.04	\$73,854	\$454,132

### SINKING FUND FORECAST MOVEMENT



## SUMMARY OF ANNUAL FORECAST EXPENDITURE

September 2021	Expense Inc GST
<b>SUPERSTRUCTURE</b>	
- Provision to replace balustrade/handrail fixings	\$680
- Capital Replacement - General	\$4,000
<b>BASEMENT</b>	
- Maintain/repair main garage door running gear	\$2,946
<b>DRIVEWAY</b>	
- Maintain pavers 5% of total	\$1,632
<b>EXTERNAL WORKS</b>	
- Ongoing partial maintenance of concrete pathways 10% of total	\$935
- Ongoing partial maintenance of paver pathways 5% of total	\$663
- Ongoing partial maintenance of tiled pathways 20% of total	\$4,759
<b>FENCING</b>	
- Provision to replace timber fencing in 10 years (partial accrual)	\$1,869
<b>FURNITURE &amp; FITTINGS</b>	
- Ongoing partial replacement of exterior lighting	\$986
- Provision to replace door closers 10% of total	\$952
<b>LANDSCAPING</b>	
- Provision to remove/trim trees	\$5,665
<u>Total Forecast Expenditure for year - September 2021 (Inc GST):</u>	<u>\$25,085</u>
Includes GST amount of :	\$2,280

<b>September 2022</b>	Expense Inc GST
<b>SUPERSTRUCTURE</b>	
- Repaint buildings	\$122,534
- Repaint balcony ceilings/posts	\$24,273
- Scaffold/access equip allowance	\$38,511
- Repaint door face	\$467
- Replace external door/frame	\$934
- Capital Replacement - General	\$4,120
<b>BASEMENT</b>	
- Provision to replace exhaust/supply fans	\$4,668
- Repaint columns	\$5,835
<b>EXTERNAL WORKS</b>	
- Repaint bin enclosure walls	\$1,750
<b>FURNITURE &amp; FITTINGS</b>	
- Provision to upgrade intercom systems & associated equipment	\$30,108
<b>FIRE PROTECTION SYSTEMS</b>	
- Provision to replace portable fire extinguishers	\$4,201
<u>Total Forecast Expenditure for year - September 2022 (Inc GST):</u>	<u>\$237,401</u>
Includes GST amount of :	\$21,582
<b>September 2023</b>	Expense Inc GST
<b>SUPERSTRUCTURE</b>	
- Provision to replace balustrade/handrail fixings	\$721
- Capital Replacement - General	\$4,244
<b>BASEMENT</b>	
- Repaint line marking	\$1,923

- Replace garage door motors in 3 years	\$6,010
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**DRIVEWAY**

- Repaint line marking	\$962
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**FURNITURE & FITTINGS**

- Ongoing partial replacement of exterior lighting	\$1,046
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- Provision to replace door closers 10% of total	\$1,010
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**FIRE PROTECTION SYSTEMS**

- Install/Replace exit signage/emergency lighting	\$1,683
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<u>Total Forecast Expenditure for year - September 2023 (Inc GST):</u>	<u>\$17,598</u>
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Includes GST amount of :	\$1,600
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**September 2024**

Expense Inc GST
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**SUPERSTRUCTURE**

- Capital Replacement - General	\$4,371
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**DRIVEWAY**

- Maintain pavers 5% of total	\$1,783
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**EXTERNAL WORKS**

- Ongoing partial maintenance of paver pathways 5% of total	\$724
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**FENCING**

- Provision to replace timber fencing in 10 years (partial accrual)	\$2,043
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**FIRE PROTECTION SYSTEMS**

- Provision to replace fire hose reels	\$2,476
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**ROOF**

- Mantain metal roof fixings/flashings	\$12,381
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<u>Total Forecast Expenditure for year - September 2024 (Inc GST):</u>	<u>\$23,778</u>
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Includes GST amount of : \$2,162

<b>September 2025</b>	Expense Inc GST
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**SUPERSTRUCTURE**

- Provision to replace balustrade/handrail fixings
\$765
- Capital Replacement - General
\$4,502

**EXTERNAL WORKS**

- Ongoing partial maintenance of tiled pathways 20% of total
\$5,356

**FURNITURE & FITTINGS**

- Ongoing partial replacement of exterior lighting
\$1,109
- Provision to replace door closers 10% of total
\$1,071

**STAIRWELL**

- Repaint walls
\$19,766
- Repaint ceiling
\$7,651
- Replace carpet/floor covering in 5 years
\$30,605
- Repaint door face
\$4,081

Total Forecast Expenditure for year - September 2025 (Inc GST): \$74,906

Includes GST amount of : \$6,810

<b>September 2026</b>	Expense Inc GST
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**SUPERSTRUCTURE**

- Capital Replacement - General
\$4,637

**EXTERNAL WORKS**

- Maintain common pipework
\$3,546

**FIRE PROTECTION SYSTEMS**

- Install/Replace exit signage/emergency lighting
\$1,839

Total Forecast Expenditure for year - September 2026 (Inc GST): \$10,022

Includes GST amount of : \$911

<b>September 2027</b>	<b>Expense Inc GST</b>
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#### **SUPERSTRUCTURE**

- Provision to replace balustrade/handrail fixings \$812

- Capital Replacement - General \$4,776

#### **BASEMENT**

- Repaint door face \$3,788

#### **DRIVEWAY**

- Maintain pavers 5% of total \$1,948

#### **EXTERNAL WORKS**

- Ongoing partial maintenance of concrete pathways 10% of total \$1,116

- Ongoing partial maintenance of paver pathways 5% of total \$791

- Replace sewer pumps in 7 years \$4,059

#### **FENCING**

- Provision to replace powder coated baluster fencing in 15 years (partial accrual) \$10,447

- Provision to replace timber fencing in 10 years (partial accrual) \$2,232

#### **FURNITURE & FITTINGS**

- Ongoing partial replacement of exterior lighting \$1,177

- Provision to replace door closers 10% of total \$1,136

#### **FIRE PROTECTION SYSTEMS**

- Provision to replace portable fire extinguishers \$4,870

Total Forecast Expenditure for year - September 2027 (Inc GST): \$37,153

Includes GST amount of : \$3,378

<b>September 2028</b>	Expense Inc GST
-----------------------	--------------------

**SUPERSTRUCTURE**

- Capital Replacement - General \$4,920

**ROOF**

- Maintain metal roof fixings/flashings \$13,934

Total Forecast Expenditure for year - September 2028 (Inc  
GST): \$18,854

Includes GST amount of : \$1,714

<b>September 2029</b>	Expense Inc GST
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**SUPERSTRUCTURE**

- Provision to replace balustrade/handrail fixings \$861

- Capital Replacement - General \$5,067

**BASEMENT**

- Replace stormwater pumps in 9 years \$8,612

**EXTERNAL WORKS**

- Ongoing partial maintenance of tiled pathways 20% of total \$6,028

**FURNITURE & FITTINGS**

- Ongoing partial replacement of exterior lighting \$1,249

- Provision to replace door closers 10% of total \$1,206

**FIRE PROTECTION SYSTEMS**

- Install/Replace exit signage/emergency lighting \$2,009

Total Forecast Expenditure for year - September 2029 (Inc  
GST): \$25,031

Includes GST amount of : \$2,276

<b>September 2030</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Capital Replacement - General		\$5,219
<b>BASEMENT</b>		
- Provision to replace garage doors in 16 years (partial accrual)		\$4,878
<b>DRIVEWAY</b>		
- Maintain pavers 5% of total		\$2,129
<b>EXTERNAL WORKS</b>		
- Ongoing partial maintenance of paver pathways 5% of total		\$865
<b>FENCING</b>		
- Provision to replace timber fencing in 10 years (partial accrual)		\$2,439
<b>FURNITURE &amp; FITTINGS</b>		
- Provision to replace mail boxes in 14 years (partial accrual)		\$4,849
<b>ROOF</b>		
- Provision to replace down pipes in 16 years (partial accrual)		\$3,805
<u>Total Forecast Expenditure for year - September 2030 (Inc GST):</u>		<u>\$24,184</u>
Includes GST amount of :		\$2,199
<b>September 2031</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Provision to replace balustrade/handrail fixings		\$914
- Capital Replacement - General		\$5,376
<b>BASEMENT</b>		
- Repaint line marking		\$2,436

- Replace garage door motors in 3 years	\$7,613
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**DRIVEWAY**

- Repaint line marking	\$1,218
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**FENCING**

- Provision to replace powder coated baluster fencing in 15 years (partial accrual)	\$11,758
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**FURNITURE & FITTINGS**

- Ongoing partial replacement of exterior lighting	\$1,325
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- Provision to replace door closers 10% of total	\$1,279
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**ROOF**

- Provision for partial balcony membrane replacement	\$16,901
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<u>Total Forecast Expenditure for year - September 2031 (Inc GST):</u>	<u>\$48,820</u>
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Includes GST amount of :	\$4,438
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<b>September 2032</b>	Expense Inc GST
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**SUPERSTRUCTURE**

- Capital Replacement - General	\$5,537
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**BASEMENT**

- Replace traffic mirrors in 12 years	\$1,098
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**EXTERNAL WORKS**

- Replace bin enclosure roller door in 12 years	\$3,921
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- Maintain common pipework	\$4,235
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**FIRE PROTECTION SYSTEMS**

- Provision to replace portable fire extinguishers	\$5,646
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- Install/Replace exit signage/emergency lighting	\$2,196
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**ROOF**

- Mantain metal roof fixings/flashings	\$15,683
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Total Forecast Expenditure for year - September 2032 (Inc GST): \$38,315

Includes GST amount of : \$3,483

<b>September 2033</b>	<b>Expense Inc GST</b>
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#### **SUPERSTRUCTURE**

- Provision to replace balustrade/handrail fixings \$969

- Capital Replacement - General \$5,703

#### **BASEMENT**

- Provision to replace garage doors in 16 years (partial accrual) \$5,331

#### **DRIVEWAY**

- Maintain pavers 5% of total \$2,326

- Maintain concrete driveway 10% of total \$5,654

#### **EXTERNAL WORKS**

- Ongoing partial maintenance of concrete pathways 10% of total \$1,333

- Ongoing partial maintenance of paver pathways 5% of total \$945

- Ongoing partial maintenance of tiled pathways 20% of total \$6,785

#### **FURNITURE & FITTINGS**

- Ongoing partial replacement of exterior lighting \$1,405

- Provision to replace door closers 10% of total \$1,357

#### **LANDSCAPING**

- Provision to remove/trim trees \$8,077

#### **ROOF**

- Provision to replace down pipes in 16 years (partial accrual) \$4,158

<u>Total Forecast Expenditure for year - September 2033 (Inc GST):</u>	<u>\$44,043</u>
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Includes GST amount of :	\$4,004
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<b>September 2034</b>	Expense Inc GST
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**SUPERSTRUCTURE**

- Capital Replacement - General	\$5,874
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**FURNITURE & FITTINGS**

- Provision to replace mail boxes in 14 years (partial accrual)	\$5,457
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**ROOF**

- Provision for partial balcony membrane replacement	\$18,469
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<u>Total Forecast Expenditure for year - September 2034 (Inc GST):</u>	<u>\$29,800</u>
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Includes GST amount of :	\$2,709
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<b>September 2035</b>	Expense Inc GST
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**SUPERSTRUCTURE**

- Provision to replace balustrade/handrail fixings	\$1,028
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- Capital Replacement - General	\$6,050
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**FENCING**

- Provision to replace powder coated baluster fencing in 15 years (partial accrual)	\$13,234
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**FURNITURE & FITTINGS**

- Ongoing partial replacement of exterior lighting	\$1,491
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- Provision to replace door closers 10% of total	\$1,440
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**FIRE PROTECTION SYSTEMS**

- Install/Replace exit signage/emergency lighting	\$2,399
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**ROOF**

- Provision to replace guttering in 21 years (partial accrual)	\$5,882
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**STAIRWELL**

- Repaint walls	\$26,563
- Repaint ceiling	\$10,283
- Repaint door face	\$5,484
<u>Total Forecast Expenditure for year - September 2035 (Inc GST):</u>	<u>\$73,854</u>
Includes GST amount of :	\$6,714

## ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
<b>SUPERSTRUCTURE</b>																		
- Repaint buildings	\$105,000	2022	15		122534													
- Repaint balcony ceilings/posts	\$20,800	2022	15		24273													
- Scaffold/access equip allowance	\$33,000	2022	15		38511													
- Repaint door face	\$400	2022	15		467													
- Replace external door/frame	\$800	2022	15		934													
- Provision to replace balustrade/handrail fixings	\$600	2021	2	680		721		765		812		861		914		969		1028
- Capital Replacement - General	\$3,530	2021	0	4000	4120	4244	4371	4502	4637	4776	4920	5067	5219	5376	5537	5703	5874	6050
<b>BASEMENT</b>																		
- Replace traffic mirrors in 12 years	\$700	2032	25												1098			
- Provision to replace exhaust/supply fans	\$4,000	2022	15		4668													
- Repaint line marking	\$1,600	2023	8			1923								2436				
- Repaint columns	\$5,000	2022	15		5835													
- Repaint door face	\$2,800	2027	10							3788								
- Provision to replace garage doors in 16 years (partial accrual)	\$3,300	2030	3										4878			5331		
- Maintain/repair main garage door running gear	\$2,600	2021	15	2946														
- Replace garage door motors in 3 years	\$5,000	2023	8			6010								7613				
- Replace stormwater pumps in 9 years	\$6,000	2029	11									8612						
<b>DRIVEWAY</b>																		
- Maintain pavers 5% of total	\$1,440	2021	3	1632			1783			1948			2129			2326		

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
- Maintain concrete driveway 10% of total	\$3,500	2033	5													5654		
- Repaint line marking	\$800	2023	8			962								1218				
<b>EXTERNAL WORKS</b>																		
- Replace bin enclosure roller door in 12 years	\$2,500	2032	25												3921			
- Maintain common pipework	\$2,700	2026	6						3546						4235			
- Ongoing partial maintenance of concrete pathways 10% of total	\$825	2021	6	935						1116						1333		
- Ongoing partial maintenance of paver pathways 5% of total	\$585	2021	3	663			724			791			865			945		
- Ongoing partial maintenance of tiled pathways 20% of total	\$4,200	2021	4	4759				5356				6028				6785		
- Repaint bin enclosure walls	\$1,500	2022	15		1750													
- Replace sewer pumps in 7 years	\$3,000	2027	10							4059								
<b>FENCING</b>																		
- Provision to replace powder coated baluster fencing in 15 years (partial accrual)	\$7,722	2027	4							10447				11758				13234
- Provision to replace timber fencing in 10 years (partial accrual)	\$1,650	2021	3	1869			2043			2232			2439					
<b>FURNITURE &amp; FITTINGS</b>																		
- Provision to replace mail boxes in 14 years (partial accrual)	\$3,280	2030	4										4849				5457	
- Ongoing partial replacement of exterior lighting	\$870	2021	2	986		1046		1109		1177		1249		1325		1405		1491
- Provision to upgrade intercom systems & associated equipment	\$25,800	2022	15		30108													
- Provision to replace door closers 10% of total	\$840	2021	2	952		1010		1071		1136		1206		1279		1357		1440
<b>LANDSCAPING</b>																		
- Provision to remove/trim trees	\$5,000	2021	12	5665												8077		

Renards

17 November 2021

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
<b>FIRE PROTECTION SYSTEMS</b>																		
- Provision to replace fire hose reels	\$2,000	2024	17				2476											
- Provision to replace portable fire extinguishers	\$3,600	2022	5	4201						4870					5646			
- Install/Replace exit signage/emergency lighting	\$1,400	2023	3			1683			1839			2009			2196			2399
<b>ROOF</b>																		
- Provision to replace guttering in 21 years (partial accrual)	\$3,432	2035	3															5882
- Mantain metal roof fixings/flashings	\$10,000	2024	4				12381				13934				15683			
- Provision to replace down pipes in 16 years (partial accrual)	\$2,574	2030	3										3805			4158		
- Provision for partial balcony membrane replacement	\$11,100	2031	3											16901			18469	
<b>STAIRWELL</b>																		
- Repaint walls	\$15,500	2025	10					19766										26563
- Repaint ceiling	\$6,000	2025	10					7651										10283
- Replace carpet/floor covering in 5 years	\$24,000	2025	15					30605										
- Repaint door face	\$3,200	2025	10					4081										5484
<b>Total</b>				25085	237401	17598	23778	74906	10022	37153	18854	25031	24184	48820	38315	44043	29800	73854
<b>Includes GST amount of</b>				2280	21582	1600	2162	6810	911	3378	1714	2276	2199	4438	3483	4004	2709	6714

## ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
<b>SUPERSTRUCTURE</b>																		
- Repaint buildings	\$105,000	2022	15	60362	122534	11291	22920	34898	47236	59944	73033	86514	100400	114703	129435	144608	160237	176335
- Repaint balcony ceilings/posts	\$20,800	2022	15	11957	24273	2237	4540	6913	9357	11874	14467	17138	19888	22722	25640	28646	31742	34930
- Scaffold/access equip allowance	\$33,000	2022	15	18971	38511	3548	7203	10968	14846	18839	22953	27190	31554	36049	40679	45448	50360	55420
- Repaint door face	\$400	2022	15	230	467	43	87	133	180	228	278	330	382	437	493	551	610	672
- Replace external door/frame	\$800	2022	15	460	934	86	175	266	360	457	556	659	765	874	986	1102	1221	1344
- Provision to replace balustrade/handrail fixings	\$600	2021	2	680	355	721	377	765	400	812	424	861	450	914	477	969	506	1028
- Capital Replacement - General	\$3,530	2021	0	4000	4120	4244	4371	4502	4637	4776	4920	5067	5219	5376	5537	5703	5874	6050
<b>BASEMENT</b>																		
- Replace traffic mirrors in 12 years	\$700	2032	25	77	157	239	324	411	500	593	688	786	887	991	1098	63	128	195
- Provision to replace exhaust/supply fans	\$4,000	2022	15	2300	4668	430	873	1329	1799	2283	2782	3295	3824	4369	4930	5508	6104	6717
- Repaint line marking	\$1,600	2023	8	622	1263	1923	274	556	847	1146	1454	1772	2099	2436	347	704	1072	1451
- Repaint columns	\$5,000	2022	15	2874	5835	538	1091	1662	2249	2854	3477	4119	4781	5462	6163	6886	7630	8396
- Repaint door face	\$2,800	2027	10	494	1004	1528	2068	2625	3198	3788	444	901	1372	1858	2357	2872	3402	3948
- Provision to replace garage doors in 16 years (partial accrual)	\$3,300	2030	3	426	864	1315	1780	2259	2752	3260	3784	4323	4878	1725	3501	5331	1885	3826
- Maintain/repair main garage door running gear	\$2,600	2021	15	2946	247	501	763	1032	1310	1596	1891	2194	2507	2829	3160	3502	3853	4216
- Replace garage door motors in 3 years	\$5,000	2023	8	1944	3947	6010	856	1738	2646	3582	4545	5538	6560	7613	1084	2201	3352	4537
- Replace stormwater pumps in 9 years	\$6,000	2029	11	848	1721	2620	3547	4501	5483	6496	7538	8612	931	1889	2877	3894	4942	6021

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
<b>DRIVEWAY</b>																		
- Maintain pavers 5% of total	\$1,440	2021	3	1632	577	1171	1783	630	1279	1948	689	1398	2129	753	1528	2326	822	1669
- Maintain concrete driveway 10% of total	\$3,500	2033	5	362	735	1119	1515	1922	2342	2774	3219	3678	4150	4637	5138	5654	1234	2506
- Repaint line marking	\$800	2023	8	311	632	962	137	278	423	573	727	886	1050	1218	173	352	536	725
<b>EXTERNAL WORKS</b>																		
- Replace bin enclosure roller door in 12 years	\$2,500	2032	25	276	561	854	1156	1467	1787	2117	2457	2807	3167	3539	3921	225	457	696
- Maintain common pipework	\$2,700	2026	6	548	1113	1694	2293	2910	3546	655	1329	2024	2739	3476	4235	782	1587	2416
- Ongoing partial maintenance of concrete pathways 10% of total	\$825	2021	6	935	173	350	533	722	916	1116	206	418	637	862	1094	1333	246	499
- Ongoing partial maintenance of paver pathways 5% of total	\$585	2021	3	663	234	475	724	256	520	791	280	568	865	306	621	945	334	678
- Ongoing partial maintenance of tiled pathways 20% of total	\$4,200	2021	4	4759	1280	2599	3957	5356	1441	2925	4454	6028	1622	3292	5013	6785	1825	3705
- Repaint bin enclosure walls	\$1,500	2022	15	862	1750	161	327	498	675	856	1043	1236	1434	1638	1849	2065	2288	2518
- Replace sewer pumps in 7 years	\$3,000	2027	10	530	1075	1637	2216	2812	3426	4059	476	966	1471	1990	2526	3077	3645	4231
<b>FENCING</b>																		
- Replace colorbond slat fencing in 25 years	\$3,900	2045	40	246	500	761	1031	1308	1594	1888	2191	2503	2824	3155	3496	3848	4209	4582
- Provision to replace powder coated baluster fencing in 15 years (partial accrual)	\$7,722	2027	4	1363	2768	4214	5704	7238	8819	10447	2810	5705	8687	11758	3163	6421	9777	13234
- Provision to replace timber fencing in 10 years (partial accrual)	\$1,650	2021	3	1869	661	1342	2043	722	1466	2232	789	1602	2439					
<b>FURNITURE &amp; FITTINGS</b>																		
- Provision to replace mail boxes in 14 years (partial accrual)	\$3,280	2030	4	423	859	1307	1770	2246	2736	3241	3761	4297	4849	1304	2648	4032	5457	

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
- Ongoing partial replacement of exterior lighting	\$870	2021	2	986	515	1046	546	1109	580	1177	615	1249	653	1325	692	1405	734	1491
- Provision to upgrade intercom systems & associated equipment	\$25,800	2022	15	14832	30108	2774	5632	8575	11606	14729	17945	21258	24670	28184	31804	35532	39372	43328
- Provision to replace door closers 10% of total	\$840	2021	2	952	498	1010	528	1071	560	1136	594	1206	630	1279	668	1357	709	1440
<b>LANDSCAPING</b>																		
- Provision to remove/trim trees	\$5,000	2021	12	5665	569	1155	1759	2381	3022	3681	4361	5061	5782	6524	7289	8077	811	1647
<b>FIRE PROTECTION SYSTEMS</b>																		
- Provision to replace fire hose reels	\$2,000	2024	17	592	1201	1829	2476	188	382	581	787	998	1216	1441	1672	1910	2156	2408
- Provision to replace portable fire extinguishers	\$3,600	2022	5	2069	4201	917	1862	2835	3838	4870	1063	2159	3287	4449	5646	1233	2503	3810
- Install/Replace exit signage/emergency lighting	\$1,400	2023	3	545	1105	1683	595	1208	1839	650	1319	2009	710	1442	2196	776	1576	2399
<b>ROOF</b>																		
- Provision to replace guttering in 21 years (partial accrual)	\$3,432	2035	3	316	642	978	1323	1679	2046	2423	2812	3213	3626	4051	4488	4939	5404	5882
- Mantain metal roof fixings/flashings	\$10,000	2024	4	2959	6008	9147	12381	3331	6761	10295	13934	3749	7610	11587	15683	4219	8565	13041
- Provision to replace down pipes in 16 years (partial accrual)	\$2,574	2030	3	332	674	1026	1389	1762	2147	2543	2951	3372	3805	1345	2731	4158	1470	2984
- Provision for partial balcony membrane replacement	\$11,100	2031	3	1320	2679	4079	5521	7006	8536	10111	11734	13406	15128	16901	5975	12130	18469	6529
<b>STAIRWELL</b>																		
- Repaint walls	\$15,500	2025	10	3723	7558	11507	15576	19766	2317	4704	7162	9694	12302	14988	17755	20604	23540	26563

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
- Repaint ceiling	\$6,000	2025	10	1441	2925	4454	6029	<b>7651</b>	897	1821	2773	3753	4762	5802	6873	7976	9113	<b>10283</b>
- Replace carpet/floor covering in 5 years	\$24,000	2025	15	5765	11702	17818	24117	<b>30605</b>	2564	5204	7924	10725	13611	16583	19644	22797	26044	29389
- Repaint door face	\$3,200	2025	10	769	1560	2376	3216	<b>4081</b>	478	971	1479	2001	2540	3094	3666	4254	4860	<b>5484</b>
<b>TOTAL ACCRUALS</b>				<b>141149</b>	<b>58362</b>	<b>100120</b>	<b>135610</b>	<b>121265</b>	<b>166321</b>	<b>185894</b>	<b>226264</b>	<b>262236</b>	<b>300708</b>	<b>318350</b>	<b>352635</b>	<b>383157</b>	<b>430861</b>	<b>435369</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.







# If a home was built before 1990

it may contain dangerous asbestos material

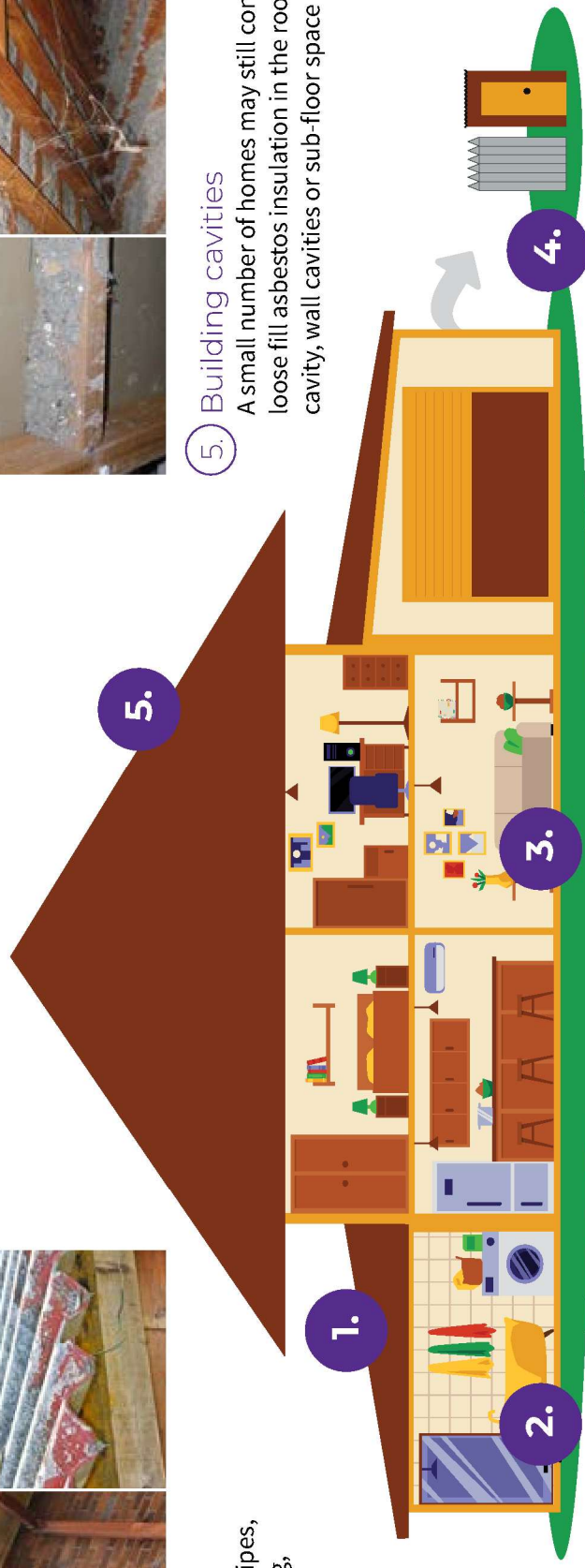
Identify where asbestos materials might be. Five common places are:



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



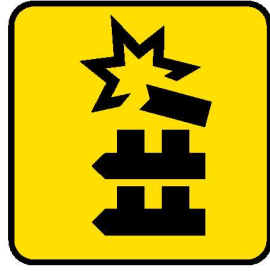
4.

# 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:



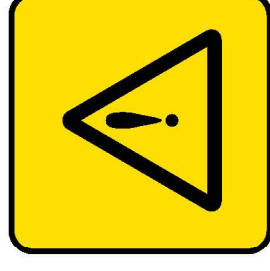
Broken or in poor  
condition



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.