

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		31	4296	1	30	Lawson
		and known as 31/1 Rouseabout Street, Lawson ACT 2617				
Seller	Full name	Stefanie Jane Caldwell & Simon John Cox				
	ACN/ABN					
	Address	31/1 Rouseabout Street, Lawson ACT 2617				
Seller Solicitor	Firm	Convey Legal				
	Email	convey@conveylegal.com.au				
	Phone	1300 433 703	Ref 3091CVL			
	DX/Address	PO Box 11, Reservoir VIC 3073				
Stakeholder	Name	Hive Property (ACT) Pty Ltd				
Seller Agent	Firm	Hive Property Canberra				
	Email	hannahg@hiveproperty.co				
	Phone	(02) 6182 1802	Ref Hannah Green			
	DX/Address	Level 1/4 Campion Street, Deakin, ACT 2600				
Restriction on Transfer	Mark as applicable	☒ Nil ☐ section 370 ☐ section 280 ☐ section 306 ☐ section 351				
Land Rent	Mark one	☒ Non-Land Rent Lease ☐ Land Rent Lease				
Occupancy	Mark one	☒ Vacant possession ☐ Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents				
Goods	Description	Fixed floor coverings, light fittings, window treatments as inspected				
Date for Registration of Units Plan						
Date for Completion On or before 90 days from the Date of this Contract						
Electronic Transaction? ☐ No ☒ Yes, using Nominated ELN: PEXA						
Land Tax to be adjusted? ☐ No ☒ Yes						
Residential Withholding Tax	New residential premises?		☒ No ☐ Yes			
	Potential residential land?		☒ No ☐ Yes			
	Buyer required to make a withholding payment?		☒ No ☐ Yes (insert details on p.3)			
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		☐ No ☐ Yes			
	Clearance Certificates attached for all the Sellers?		☐ No ☐ Yes			

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

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

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- ☐ Proposed plan
- ☐ Inclusions list

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

- ☐ Inclusions list
- ☐ Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

Invoices

- ☒ Building and Compliance Inspection Report
- ☒ Pest Inspection Report

Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	0% per annum
Interest rate if the defaulting party is the Buyer	10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$ 660.00 (GST inclusive)

Tenancy Summary

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

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

Name	Bridge Strata	Phone	(02) 6109 7700
Address	Level 1, 4/55 Woolley Street, Dickson ACT 2602		

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and Interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

- 1.3 Headings are inserted for convenience only and are not part of this Contract.
- 1.4 If the time for something to be done or to happen is not a Business Day, the time is extended to the next Business Day, except in the case of clause 2.1.
- 1.5 A reference to "this Contract" extends to the Schedule, any annexure, additional clauses and attachments forming part of this Contract.
- 1.6 If there is more than one buyer or more than one seller the obligations which they undertake bind them jointly and individually.
- 1.7 Where the Buyer consists of more than one person, as between themselves, they agree to buy the Property in the specified manner of Co-ownership or if one alternative is not marked, as joint tenants.
- 1.8 Without limiting clause 13, the parties agree that for the purposes of the *Electronic Transactions Act 2001* (ACT) and the *Electronic Transactions Act 1999* (Cth), this Contract may be signed and/or exchanged electronically.

2. Terms of payment

- 2.1 The Buyer must pay the Deposit on the Date of this Contract, to the Stakeholder or, if no Stakeholder is named, then to the Seller.
- 2.2 The Deposit becomes the Seller's property on Completion.
- 2.3 The Deposit may be paid by cheque or in cash (up to \$3,000.00) but if it is not paid on time or, if it is paid by cheque which is not honoured on first presentation, the Buyer is in default.
- 2.4 If the Buyer is in default under clause 2.3, then immediately and without the notice otherwise necessary under clause 18, clause 19 applies.
- 2.5 On Completion the Buyer must give the Seller an authority directing the Stakeholder to account to the Seller for the Deposit.
- 2.6 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price by unendorsed bank cheque, or in cash (up to \$200.00).
- 2.7 Any money payable to the Seller by the Buyer or the Stakeholder must be paid to the Seller or as the Seller Solicitor directs in writing and payment in accordance with that direction will be sufficient discharge to the person paying.
- 2.8 Completion must take place on the Date for Completion or as otherwise determined by this Contract and if not specified or determined, within a reasonable time.

3. Title to the Lease

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

4. Restrictions on transfer

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

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

5. Particulars of title and submission of transfer

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

6. Buyer rights and limitations

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

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

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

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

8. Adjustments

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

9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

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

12. Additional Seller obligations

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

13. Electronic transaction

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

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

13.2 This Conveyancing Transaction is to be conducted as an Electronic Transaction and this Contract is amended as required if:

13.2.1 this Contract says that it is an Electronic Transaction; or

13.2.2 the parties otherwise agree that it is to be conducted as an Electronic Transaction.

13.3 However, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:

13.3.1 if the title to the Lease is not Electronically Tradeable or the transfer of the Lease is not eligible to be lodged electronically; or

13.3.2 if, at any time after the Effective Date, but at least 14 days before the Date for Completion, a party serves a notice on the other party stating a valid reason why it cannot be conducted as an Electronic Transaction.

13.4 If, because of clause 13.3.2, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:

13.4.1 each party must:

(a) bear equally any disbursements or fees; and

(b) otherwise bear that party's own costs; incurred because this Conveyancing Transaction was to be conducted as an Electronic Transaction; and

13.4.2 if a party has paid all of a disbursement or fee which by reason of this clause, is to be borne equally by the parties, that amount must be adjusted on Completion.

13.5 If this Conveyancing Transaction is to be conducted as an Electronic Transaction:

13.5.1 to the extent that any other provision of this Contract is inconsistent with this clause, the provisions of this clause prevail and this Contract is amended to give full effect to the Electronic Transaction;

13.5.2 without limiting clause 13.5.1, clause 5.2 does not apply;

13.5.3 the parties must conduct the Electronic Transaction:

(a) in accordance with the Participation Rules and the ECNL; and

(b) using the Nominated ELN, unless the parties otherwise agree;

13.5.4 a party must pay the fees and charges payable by that party to the ELN and the

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

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

18. Notice to Complete and Default Notice

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

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

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

19. Termination — Buyer default

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

* Alter as necessary

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

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

20. Termination — Seller default

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

21. Rescission

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

22. Damages for delay in Completion

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

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

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

23. Foreign Buyer

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

24. GST

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

24.4.1 the parties agree the supply of the Property is the supply of a going concern;

24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;

24.4.3 the Seller must carry on the enterprise until Completion;

24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered; and

24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:

(a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and

(b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).

24.5 If this Contract says the margin scheme applies:

24.5.1 the Seller warrants that it can use the margin scheme; and

24.5.2 the Buyer and Seller agree that the margin scheme is to apply,

in respect of the sale of the Property.

24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.

24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.

25. Power of attorney

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

26. Notices claims and authorities

26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.

26.2 To serve a notice a party must:

26.2.1 leave it at; or

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

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

26.2.3 serve it on that party's solicitor in any of the above ways; or

26.2.4 deliver it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or

26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.

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

27. Unit title

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

28. Definitions and interpretation

28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.

28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".

29. Title to the Unit

29.1 Clauses 3.1, 3.2 and 3.3 do not apply.

29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970* (ACT).

29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.

30. Buyer rights limited

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

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

- 33.1 The Seller warrants that at the Date of this Contract:
- 33.1.1 to the Seller's knowledge, there are no unfunded latent or patent defects in the Common Property or Owners Corporation assets, other than the following:
 - (a) defects arising through fair wear and tear; and
 - (b) defects disclosed in this Contract;
 - 33.1.2 the Owners Corporation records do not disclose any defects to which the warranty in clause 33.1.1 applies;
 - 33.1.3 to the Seller's knowledge, there are no actual, contingent or expected unfunded liabilities of the Owners Corporation that are not part of the Owners Corporation's normal operating expenses, other than liabilities disclosed in this Contract;
 - 33.1.4 the Owners Corporation records do not disclose any liabilities of the Owners Corporation to which the warranty in clause 33.1.3 applies;
 - 33.1.5 the Seller or any occupier of the Unit has not committed any act or omission which may cause the Owners Corporation to incur any costs or perform any repairs;
 - 33.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under section 78 and section 89 of the Unit Titles Management Act; and
 - 33.1.7 except for an unregistered Units Plan, the rules of the Owners Corporation are, as appropriate:
 - (a) as set out in Schedule 4 to the Unit Titles Management Act; or

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

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

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

- 33.2 For clauses 33.1.1 to 33.1.4 inclusive, a Seller is taken to have knowledge of a thing if the Seller has actual knowledge, or ought reasonably to have knowledge, of that thing.
- 33.3 The Seller warrants that at Completion to the Seller's knowledge, there are no circumstances (other than circumstances disclosed in this Contract) in relation to the affairs of the Owners Corporation likely to significantly prejudice the Buyer.
- 33.4 For the purposes of clause 7, Property includes the Common Property.
- 33.5 These warranties are in addition to those given in clause 7.

34. Damage or destruction before Completion

- 34.1 If the Unit is destroyed or substantially damaged before Completion not due to the fault of either party then either party may by notice to the other rescind and clause 21 applies.
- 34.2 For the purposes of clause 34.1, the Unit is deemed to be substantially damaged if though not destroyed is unfit for the use to which it was being put at the Date of this Contract or, if not being used at that time, for the purpose permitted by the Unit Title.

35. Notice to Owners Corporation

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

36. Unit Title Certificate

- 36.1 On Completion the Buyer must pay to the Seller the fee as determined by the Minister pursuant to section 119(7) of the 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 31 UP No. 4296
Block 1 Section 30 Lawson
31/1 Rouseabout Street, Lawson ACT
2617

SPECIAL CONDITIONS

1. INCONSISTENCIES

If there is any inconsistency between a Special Condition and the printed terms of the ACT Law Society Contract 2024 (General Conditions) then the Special Conditions shall prevail.

2. VARIATION TO GENERAL CONDITIONS

The General Conditions are amended as follows:

- (a) Clause 2.6 is amended by deleting the words "or in cash (up to \$200)".
- (b) Clause 13.6 is amended by deleting the number "7" and inserting "14".
- (c) Clause 17.1.1(a) is amended by deleting the number "5" and inserting "2.5".
- (d) Clause 17.1.2(a) is amended by deleting the number "5" and inserting "2.5".

3. REPRESENTATIONS AND WARRANTY

- (a) The Buyer acknowledges and agrees that it has not relied on any warranty, representation, promise, or condition made by or on behalf of the Seller concerning the Property, except as disclosed in this Contract.
- (b) The Buyer warrants to the Seller that the Buyer is satisfied with the condition of the Property including any defects and contamination.
- (c) The Buyer accepts the Property, including all improvements, fixtures, fittings and inclusions in their current state of repair and condition, and including any latent or patent defects as at the date of this Contract.
- (d) The Buyer shall not make any requisition, objection or claim for compensation in relation to the condition or state of the Property and the Seller shall not be required to carry out any repairs to the Property after the date of this Contract.
- (e) The Buyer warrants that it was not introduced to either the Seller or the Property by any party other than the Seller Agent listed in this Contract and agrees to indemnify and keep indemnified the Seller against all claims for commission, costs or damages that arise as a result of a breach of this condition. This clause shall not merge on Completion.
- (f) The Buyer warrants that it does not require the approval of the Foreign Investment Review Board to complete settlement under this Contract.

4. CONTAMINATION

The Seller does not warrant or provide the Buyer with any assurance that the Property is free from contamination. The Buyer acknowledges that it has made, or has had the opportunity to make, its own investigations concerning contamination on or in the Property and relies entirely on those investigations in entering this Contract.

5. KEYS

The Seller shall supply all keys for the Improvements on the Property which are in the Seller's possession or control to the Buyer on the Settlement Date. The Buyer shall not make any objection, requisition or claim for compensation in relation to the supply of keys.

6. ENTIRE AGREEMENT

The Buyer agrees that this Contract sets out the entire agreement between the parties concerning the subject matter of this Contract and that it supersedes any prior arrangement, contract, advice or material provided to the Buyer.

7. DEATH OR INCAPACITY

If either party dies, becomes mentally ill, is declared bankrupt, enters into any scheme for the benefit of its creditors or a liquidator is appointed to it, then either party may rescind this Contract by issuing a notice in writing to the other or its solicitor. General Condition 21 will apply if the Contract is rescinded in accordance with this Special Condition.

8. ADJUSTMENTS

If Completion does not occur on the Date for Completion due to an act or omission of the Buyer, the parties agree that all Land Charges in General Condition 8.1 will be adjusted from the Date for Completion and not the date that Completion takes place.

9. GENERAL NON-MERGER

The Buyer and Seller agree that any obligation for payment under this Contract shall not merge on Completion.

10. FINANCE

The Buyer acknowledges that the Seller has entered into this Contract on the Buyer's warranty that the Buyer does not require finance approval in order to pay for the property or that the Buyer shall not have any right to terminate this Contract on the basis that it has not secured finance approval.

11. ELECTRONIC EXECUTION AND EXCHANGE

The Buyer and Seller agree and acknowledge that:

- (a) This Contract may be signed electronically by either party using DocuSign (or any other secure electronic signature platform approved by the parties).
- (b) This Contract may be validly created by counterparts electronically signed and exchanged and shall together be deemed to constitute one and the same instrument.
- (c) No witnessing party is required if this Contract is signed electronically.
- (d) Each party shall comply with the *Electronic Transactions Act 2001* (Cth) when signing this Contract electronically.

12. EFT or DEFT AUCTION PAY

- (a) Subject to the following clauses, the Buyer may pay the Deposit payable under the terms of this Contract on the Date of this Contract to the Stakeholder using either Electronic Fund Transfer (EFT) or DEFT Auction Pay (being the Macquarie Bank online funds transfer system).
- (b) This special condition will only apply if the Buyer pays the Deposit on the Date of this Contract using either Electronic Fund Transfer (EFT) or DEFT Auction Pay and the Stakeholder is provided with evidence of payment of the Deposit on the Date of this Contract. If not, then this special condition will not apply to this Contract for Sale and the Deposit will be strictly payable in accordance with the terms and conditions of this Contract.
- (c) If the Stakeholder does not receive the cleared funds equal to the amount of the Deposit into its trust account within three business days of the Date of this Contract (Payment Period), then the Buyer must pay the Deposit payable on the Date of the Contract by delivering an unendorsed bank cheque to the Stakeholder within 24 hours of the Seller or its Solicitor notifying the Buyer that the payment referred to in (a) was not received within the Payment Period.

13. DIRECTOR GUARANTEE AND INDEMNITY

If the Buyer is a corporation, then all directors of that corporation must provide a personal guarantee in the form of the Deed of Guarantee and Indemnity attached as Annexure A (Deed of Guarantee & Indemnity).

ANNEXURE A - DEED OF GUARANTEE & INDEMNITY

Director's Guarantee

I/WE (name)

(address)

Director(s) of (Buyer)

(address)

(GUARANTOR/S)

agree as follows:

1. I/ We am/are the Director(s) of the Buyer.
2. In consideration of the Seller entering into this Contract at my/our request, I/We agree to guarantee to the Seller:
 - a) The performance and observance by the Buyer of all its obligations under this Contract, before, on and after Completion; and
 - b) The payment of all money payable to the Seller or to third parties under this Contract or otherwise.
3. This is a continuing guarantee and binds me/us notwithstanding:
 - a) My/our subsequent death, bankruptcy, liquidation or the subsequent death, bankruptcy or liquidation of any one or more of the Buyer's Directors; and
 - b) Any indulgence, waiver or extension of time by the Seller to the Buyer or to me/us or to the Buyer's Directors; and
 - c) Completion of this Contract.
4. In the event of any breach by the Buyer covered by this guarantee, including in the payment of any money payable to the Seller or to third parties under this Contract or otherwise, the Seller may proceed to recover the amount claimed as a debt or as damages from me/us without having instituted legal proceedings against the Buyer or any other of the Buyer's Directors and without first exhausting the Seller' remedies against the Buyer.
5. I/ We agree to keep the Seller indemnified against all liability, loss, damage or claim due to the default of the Buyer which the Seller may incur in respect of this Contract.

Executed as a Deed Dated:

SIGNED AND SEALED by the GUARANTOR in
the presence of:

Signature of Guarantor

Name of Guarantor

Signature of Witness

Name of Witness

SIGNED AND SEALED by the GUARANTOR in
the presence of:

Signature of Guarantor

Name of Guarantor

Signature of Witness

Name of Witness

CONDITIONS OF AUCTION SALE

These are the terms upon which the auction for the sale of the Property described in the Contract of Sale will be conducted.

The following conditions apply:

1. The Auctioneer may make 1 bid for the seller of the property at any time during the Auction.
2. Each person bidding must be entered on the Bidder's Record.
3. the Auctioneer may refuse any bid.
4. The Auctioneer may decide the amount by which the bidding is to be advanced.
5. The Auctioneer may withdraw the property from sale at any time.
6. The Auctioneer may refer a bid to the Seller at any time before the end of the Auction.
7. If there is a dispute about a bid, the Auctioneer may resubmit the property for sale at the last undisputed bid or start the bidding again.
8. If there is a dispute about a bid, the Auctioneer is the sole arbiter and the Auctioneer's decision is final.
9. The sale is subject to a reserve price unless the Auctioneer announces otherwise.
10. The highest recorded bidder will be the Buyer, subject to any reserve price.
11. If a reserve price has been set for the property and the property is passed in below the reserve price, the Seller must first negotiate with the highest bidder for the purchase of the property.
12. The Buyer must sign the contract and pay the deposit immediately after the fall of the hammer.

*****The Seller reserves the right to vary the terms and conditions of the Contract of Sale without notice at any time prior to the commencement of the auction*****

Volume 2268 Folio 21 Edition 4

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Lawson Section 30 Block 1 on Deposited Plan 11268 with 33 units on Unit Plan 4296

Unit 31 (Class B) entitlement 28 of 1000, 1 subsidiaries

Lease commenced on 17/03/2017, terminating on 27/04/2114

Proprietor

SIMON JOHN COX

31/1 ROUSEABOUT ST, LAWSON ACT 2617

STEFANIE JANE CALDWELL

31/1 ROUSEABOUT ST, LAWSON ACT 2617

as Joint Tenants

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
11/03/2021	3060477	Mortgage to Westpac Banking Corporation (ACN: 007 457 141)

End of interests

ADMINISTRATIVE INTERESTS

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

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
200916325	Development Application	01/02/2010	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	12/03/2010

Description

Public Works - Upgrade of the existing intersection at Ginninderra Drive & Allawoona Street; to include stub of new road and signalisation of the intersection for new suburb Lawson.

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
200916010	Development Application	17/11/2009	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	25/03/2010

Description

Public Works - Upgrade of the intersection at Baldwin Drive/Maribyrnong Avenue, Kaleen to include stub of new road and signalisation of the intersection.

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201527798	Development Application	17/06/2015	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	20/08/2015

Description

MULTI DWELLING-3 STOREY-33 UNIT DEVELOPMENT-GREENFIELD. Proposed construction of 33 Townhouses with attached garages on Greenfield site.

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201223011	Development Application	07/02/2013	MERIT TRACK - MAJOR NOTIFICATION	APPROVED	22/03/2013

Description

NONR-ACTEWAGL-PERIMETER FENCE. The replacement and expansion of the existing perimeter fence at the ActewAGL Lawson South electrical substation. The proposal involves the construction of a new intruder resistant fence and security measures to comply with National Guidelines (ENA DOC 015-2006).

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Lawson Section 30 Block 1 on Deposited Plan 11268 with 33 units on Unit Plan 4296

Lease commenced on 17/03/2017, terminating on 27/04/2114

COMMON PROPERTY

Proprietor

The Owners-Units Plan No 4296

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

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
07/08/2018	2170430	Application to Note Special Resolution

End of interests

ADMINISTRATIVE INTERESTS

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

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

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Description

Public Works - Upgrade of the intersection at Baldwin Drive/Maribyrnong Avenue, Kaleen to include stub of new road and signalisation of the intersection.

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201527798	Development Application	17/06/2015	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	20/08/2015

Description

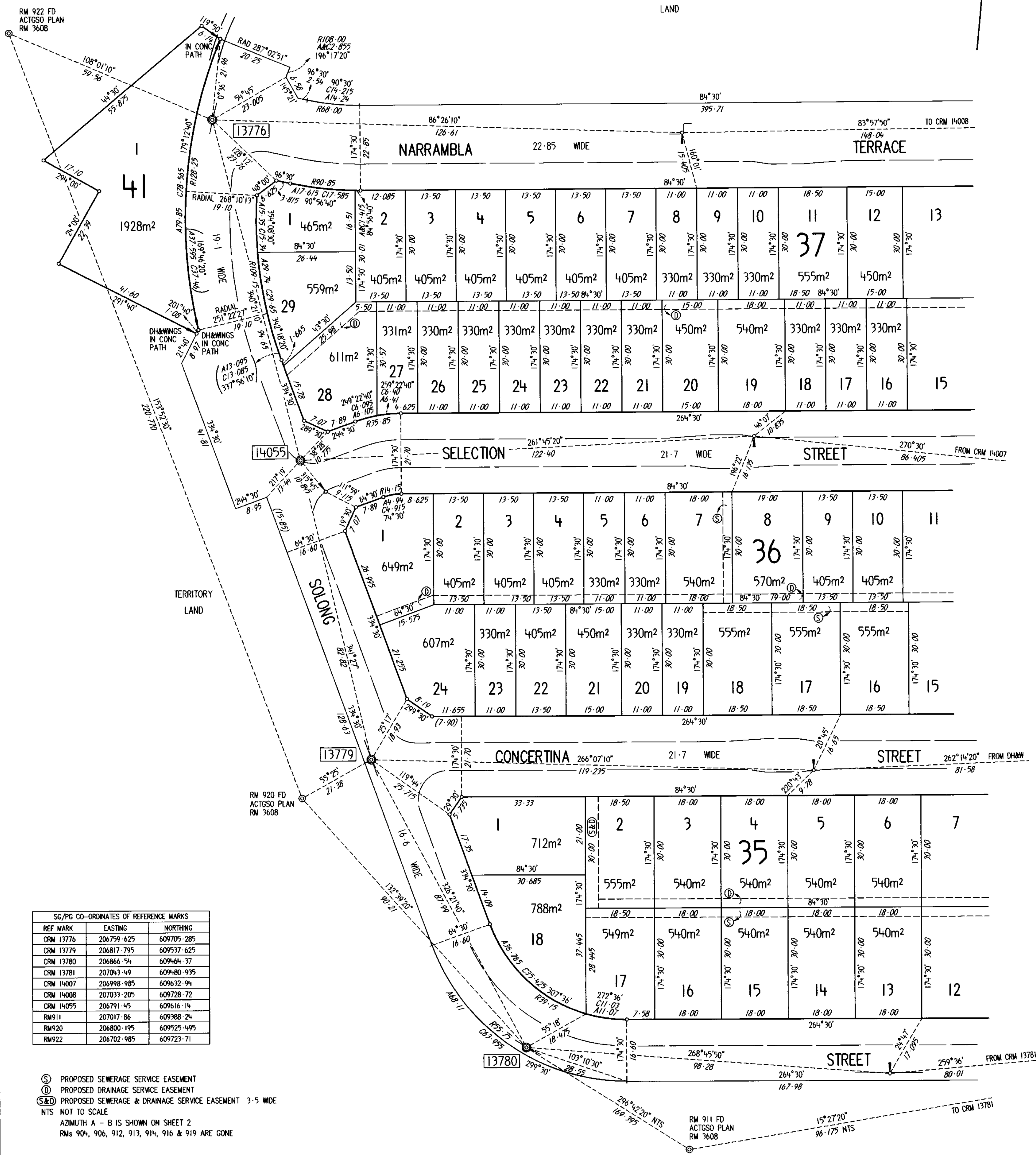
MULTI DWELLING-3 STOREY-33 UNIT DEVELOPMENT-GREENFIELD. Proposed construction of 33 Townhouses with attached garages on Greenfield site.

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201223011	Development Application	07/02/2013	MERIT TRACK - MAJOR NOTIFICATION	APPROVED	22/03/2013

Description

NONR-ACTEWAGL-PERIMETER FENCE. The replacement and expansion of the existing perimeter fence at the ActewAGL Lawson South electrical substation. The proposal involves the construction of a new intruder resistant fence and security measures to comply with National Guidelines (ENA DOC 015-2006).



SG/PG CO-ORDINATES OF REFERENCE MARKS		
REF MARK	EASTING	NORTHING
CRM 13776	206759.625	609705.285
CRM 13779	206817.795	609537.625
CRM 13780	206866.54	609464.37
CRM 13781	207043.49	609480.935
CRM 14007	206998.985	609632.94
CRM 14008	207033.205	609728.72
CRM 14055	206791.45	609616.14
RM 911	207017.86	609388.24
RM 920	206800.195	609525.495
RM 922	206702.985	609723.71

- ⑤ PROPOSED SEWERAGE SERVICE EASEMENT
⑥ PROPOSED DRAINAGE SERVICE EASEMENT
⑤⑥ PROPOSED SEWERAGE & DRAINAGE SERVICE EASEMENT 3.5 WIDE
NTS NOT TO SCALE
AZIMUTH A - B IS SHOWN ON SHEET 2
RMS 904, 906, 912, 913, 914, 916 & 919 ARE GONE

- REFERENCE MARKS
- ⊙ Denotes GIP in road - 83 radially from T-P
 - ⊙ C-B - 1-83 - T-P
 - ⊙ PLAQUE IN KERB
 - ⊙ DEEP DRIVEN ROD
 - ⊙ DH&W IN KERB
 - (Except as otherwise shown)

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

SURVEYOR'S REFERENCE: 14060_DP_1C1

1. JESSICA ANNE SMITH of PO BOX 54 JAMISON ACT 2614 a surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on ... 27 NOVEMBER 2014 ...

(Signature) *J. Smith*

19/12/14 Surveyor, Registered under the Surveyors Act 2007

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

Jeff Brown 24-12-2014

Surveyor-General of the ACT

PLAN OF
BLOCK 1 SECTION 30, BLKS 1-7 SEC 32,
BLKS 1-12 SEC 33, BLKS 1-13 SEC 34, BLKS 1-18 SEC 35,
BLKS 1-24 SEC 36, BLKS 1-29 SEC 37 & BLK 1 SEC 41

DIVISION: LAWSON
DISTRICT: BELCONNEN
AUSTRALIAN CAPITAL TERRITORY

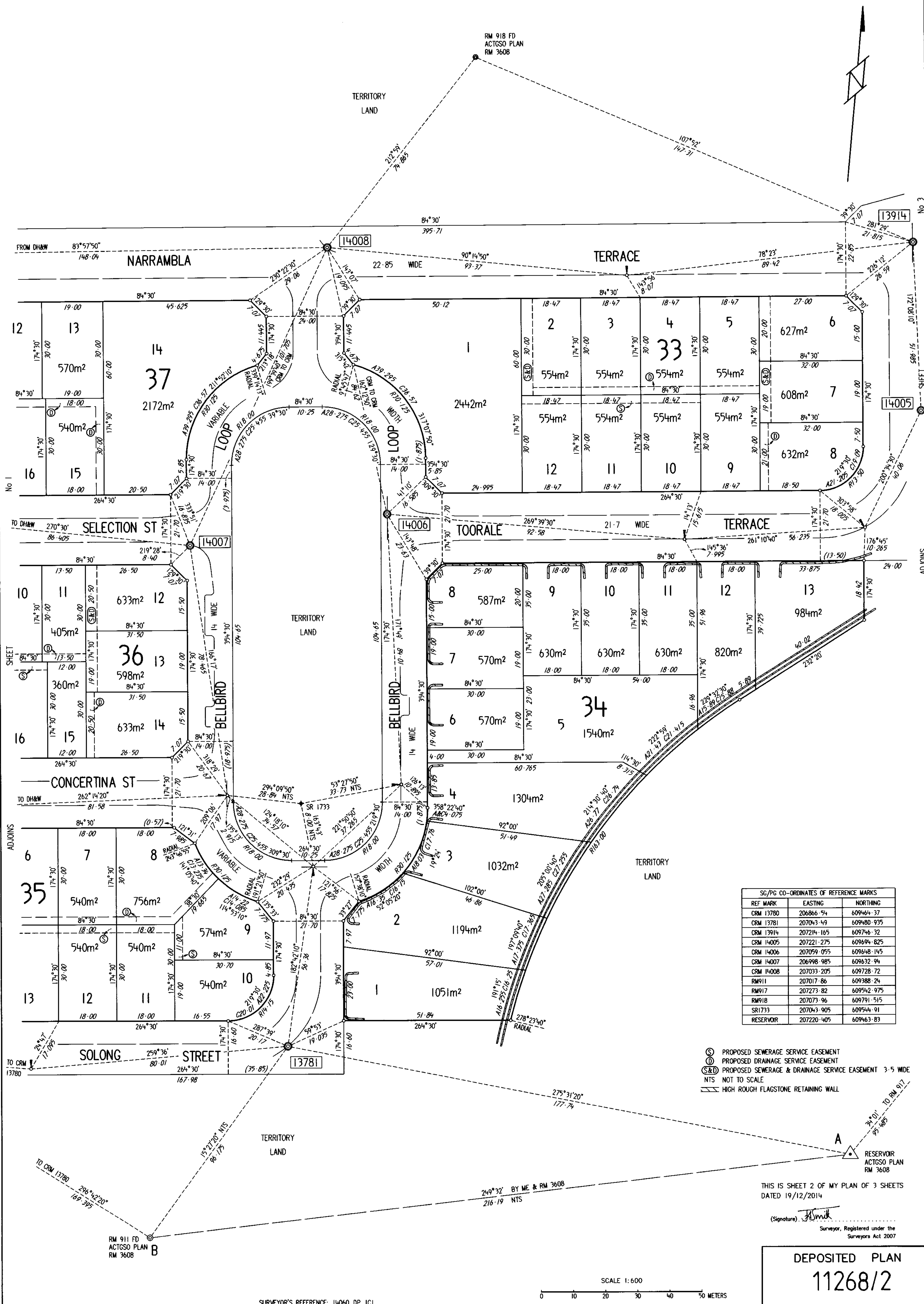
SCALE 1:600

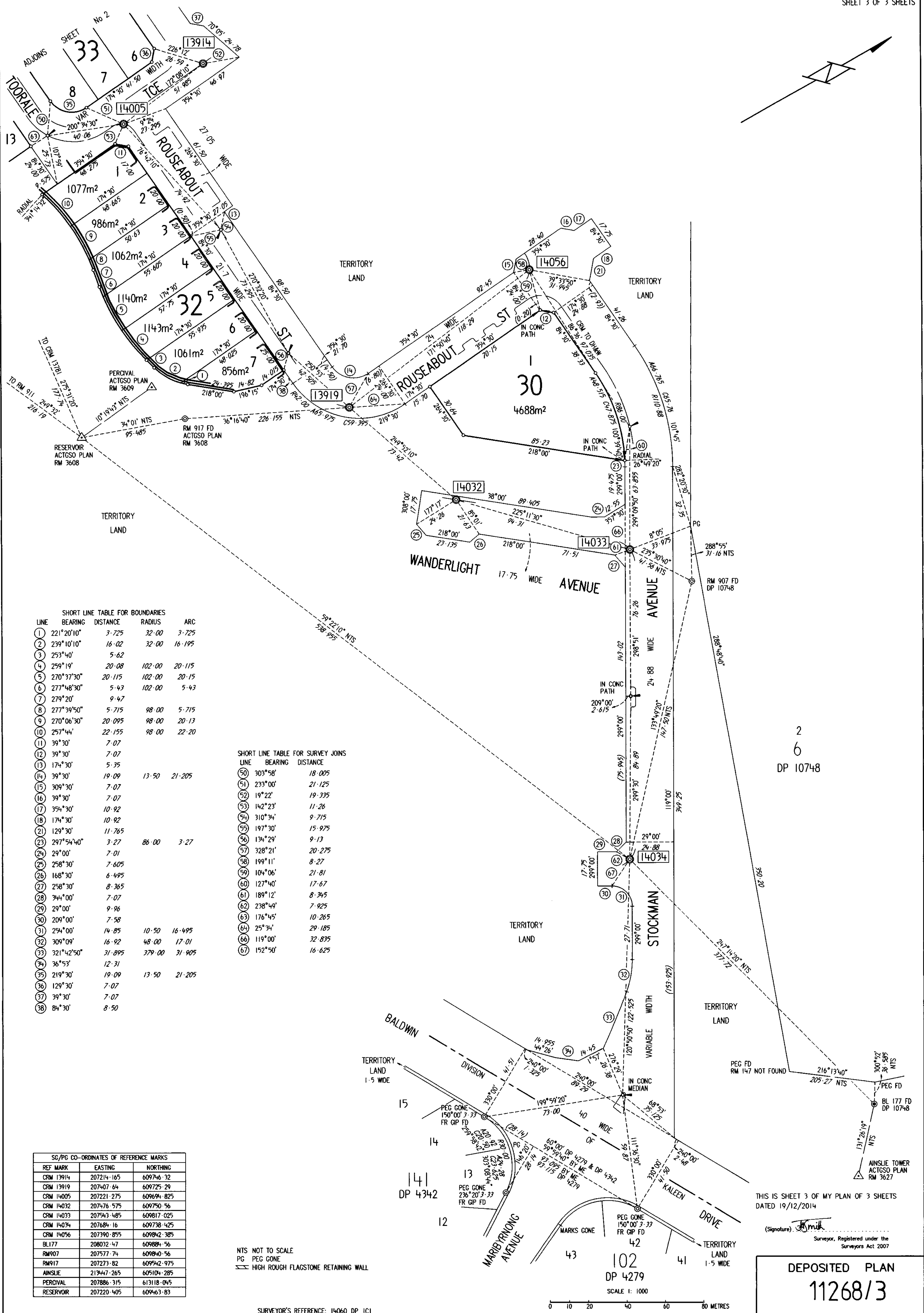
0 10 20 30 40 50 METRES

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the 20th day of January 2015 at 20 minutes past 9 o'clock in the forenoon

Approved *Brett Phillips*
Brett Phillips
Registrar-General

DEPOSITED PLAN
11268/1



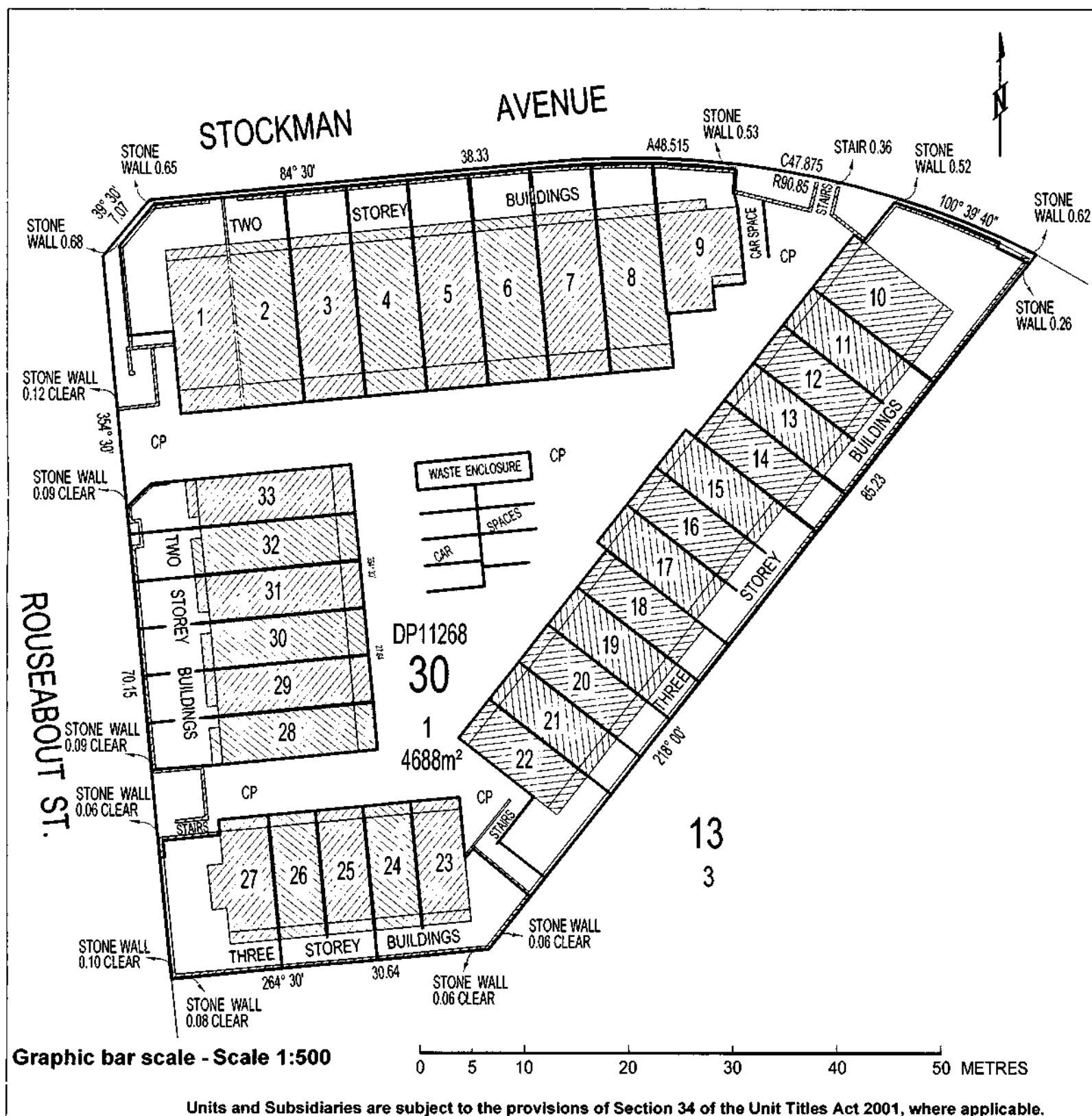


Form 088 - SP

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

SITE PLAN

Division	Section	Block	Class of Units (A or B)	Units Plan No.
LAWSON	30	1	'B'	4296



Executed by Manix Property
Group Pty Limited ACN 604 283
669 in accordance with s127 of
the Corporations Act 2001 (Cth):

Xingshun Jiang
Sole Director & Secretary
Registered Proprietor

[Signature]

Registered Surveyor

[Signature]

Lyn Tankey
Delegate of the
ACT Planning and Land Authority


ACT
Government

Justice and Community Safety

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

SURVEYOR'S DECLARATION

Form 087 - SD

Land Titles Act 1925

LAND DETAILS					
Volume & Folio	District / Division	Section	Block	Deposited Plan Number	Units Plan Number
2178:82	LAWSON	1	30	DP11268	4296

NAME OF MANAGER / OWNERS CORPORATION
~~Manix Property Group Pty Ltd~~ LJ Hooker strata

ADDRESS FOR SERVICE OF NOTICE
~~182-200 City Walk Canberra ACT 2601~~ ~~1/82-84 Townsville Street Fyshwick ACT 3609~~

SURVEYOR'S DECLARATION

I,	PHILIP JOHN ALLPRESS	of	LANDMARK SURVEYS Pty Ltd
----	----------------------	----	--------------------------

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

- The survey represented by the diagrams on forms 1A and 3 of this plan are accurate and have been made by me / under my immediate supervision (delete whichever is not applicable) and was completed on 25TH JANUARY 2017
- The survey is in accordance with the following Acts:
 - Unit Titles Act 2001;
 - Land Titles (Unit Titles) Act 1970;
 - Land Titles Act 1925; and,
 - any other Regulation made under those Acts and in accordance with the *Surveyors Practice Directions*.

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

- 2178:82 Each building (including anything attached to it) or building in the course of erection on the parcel is wholly within the parcel.

OR

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

 Signature of Registered Surveyor	30 th January 2017 Dated
--------------------------------------	--

APPROVED UNDER THE UNIT TITLES ACT 2001,

AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND

 Lyn Tankey Delegate of the Authority / Executive	2 March 2017 Dated
---	-----------------------

OFFICE USE ONLY			
LODGED BY		REGISTERED BY	
EXAMINED BY		REGISTRATION DATE	17 MAR 2017
DATA ENTERED BY			

**SUE**

Form 078

SCHEDULE OF UNIT ENTITLEMENTS**1. LAND**

District/Division	Section	Block
LAWSON	30	1

Unit Plan No
4296

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	37		2267	91
2	35		2267	92
3	35		2267	93
4	35		2267	94
5	35		2267	95
6	35		2267	96
7	35		2267	97
8	35		2267	98
9	34	1	2267	99
10	38		2267	100
11	28		2268	1
12	28		2268	2
13	28		2268	3
14	28		2268	4
15	28		2268	5
16	28		2268	6
17	28		2268	7
18	28		2268	8
19	28		2268	9
20	28		2268	10
21	28		2268	11
22	28		2268	12
23	28		2268	13
24	28		2268	14
25	28		2268	15
26	28		2268	16
27	30		2268	17
28	28	1	2268	18
29	28	1	2268	19
30	28	1	2268	20
31	28	1	2268	21
32	28	1	2268	22
33	28	1	2268	23
Aggregate	1000	7		

ACN 604 283 669

[Signature]
XINGSHUN JIANG - sole Director and Secretary
 Executed in accordance with s127(1) of the Corporations Act 2001 (Cth) for Muxia Property
 Signature of Lessee

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

Dated **Second** this day of **March** 2017

[Signature]
Lyn Tankey
 Delegate of the Authority/Executive

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

Volume	Folio
2267	90

[Signature]
David Snowden
 Registrar-General



Deputy Registrar-General

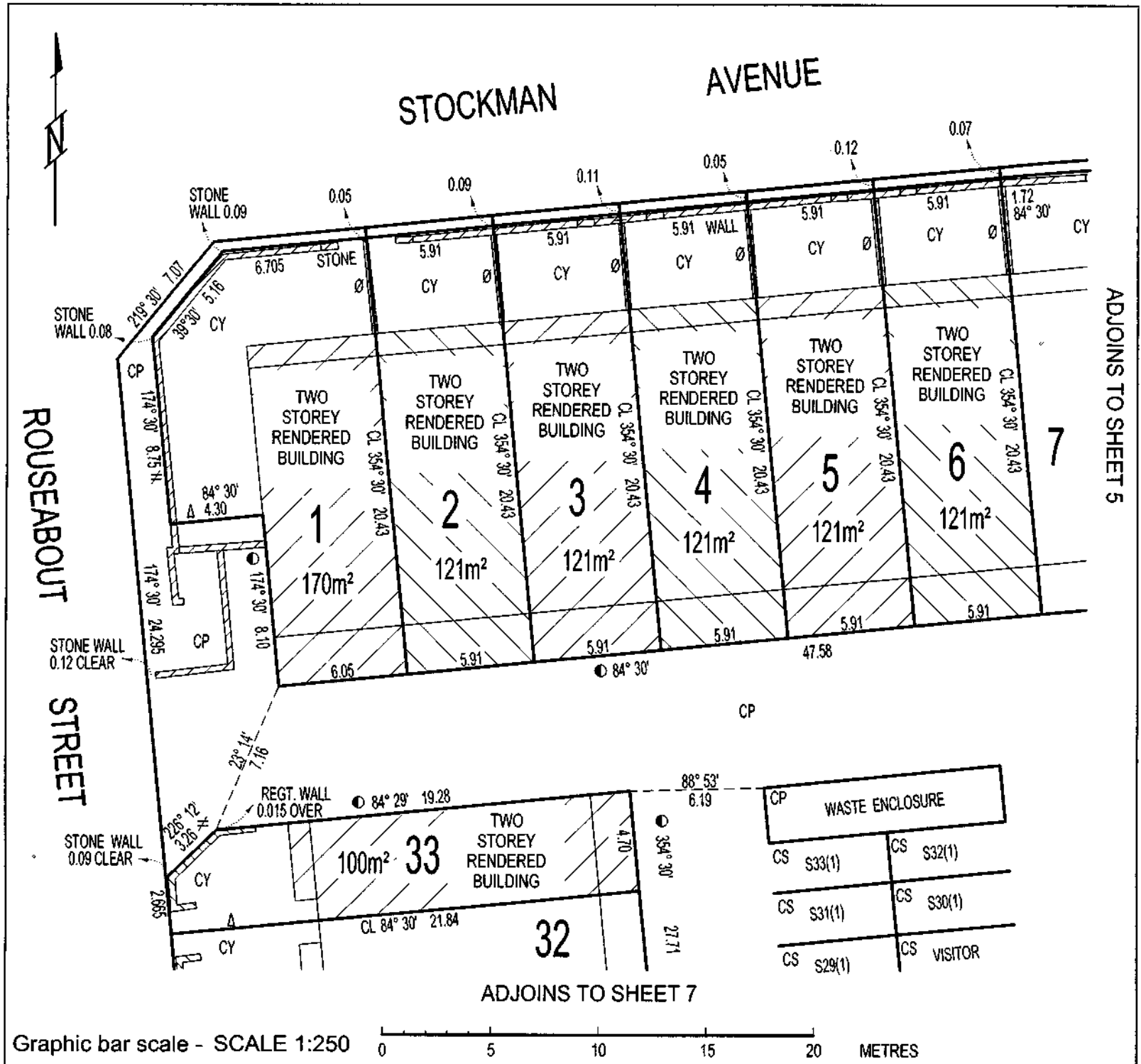
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
LAWSON	30	1	4296

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



Executed by Manix Property
Group Pty Limited ACN 604 283
669 in accordance with s127 of
the Corporations Act 2001 (Cth):

Xingshun Jiang
Sole Director & Secretary

Registered Proprietor

Lyn Tankey

Delegate of the
ACT Planning and Land Authority

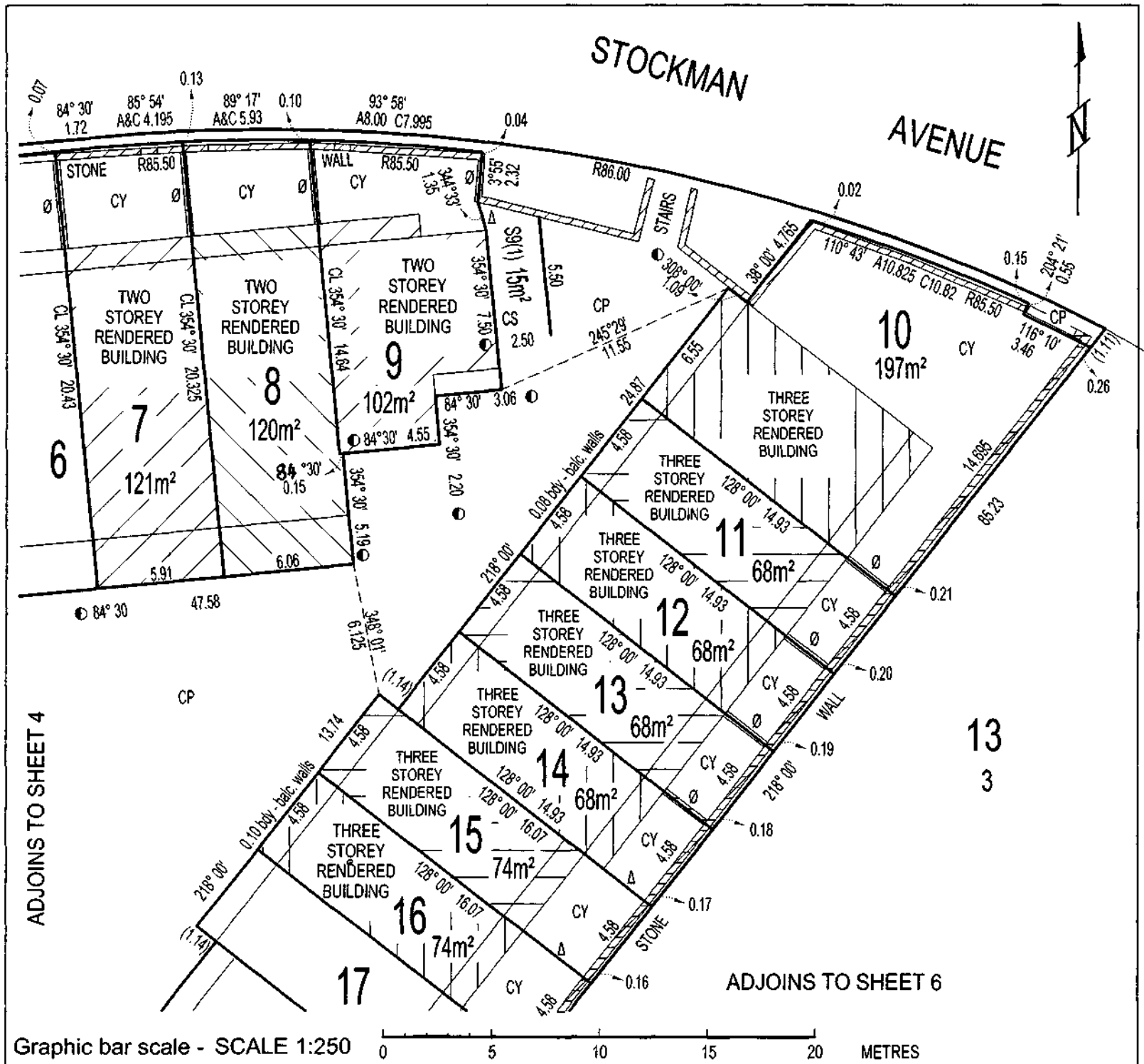
LAND TITLES
OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
LAWSON	30	1	4296

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



Executed by Manix Property
 Group Pty Limited ACN 604 283
 669 in accordance with s127 of
 the Corporations Act 2001 (Cth):

[Signature]
 Xingshun Jiang
 Sole Director & Secretary

Registered Proprietor

[Signature]
 Lyn Tankey

Delegate of the
 ACT Planning and Land Authority

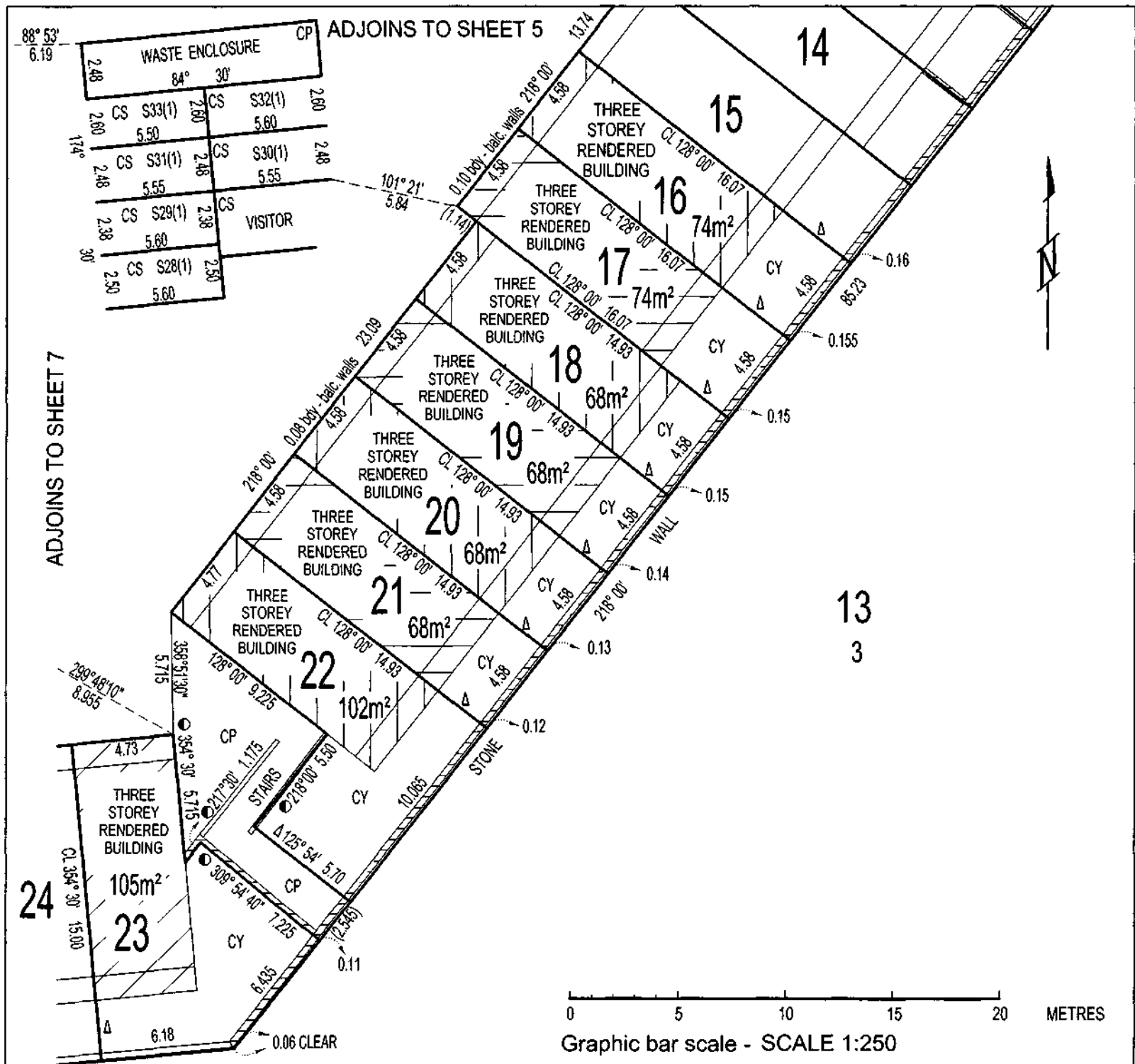
LAND TITLES
OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
LAWSON	30	1	4296

FLOOR NUMBER	GROUND
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Executed by Manix Property
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 the Corporations Act 2001 (Cth):

[Signature]
 Xingshun Jiang
 Sole Director & Secretary

Registered Proprietor

[Signature]

Lyn Tankey Delegate of the
 ACT Planning and Land Authority

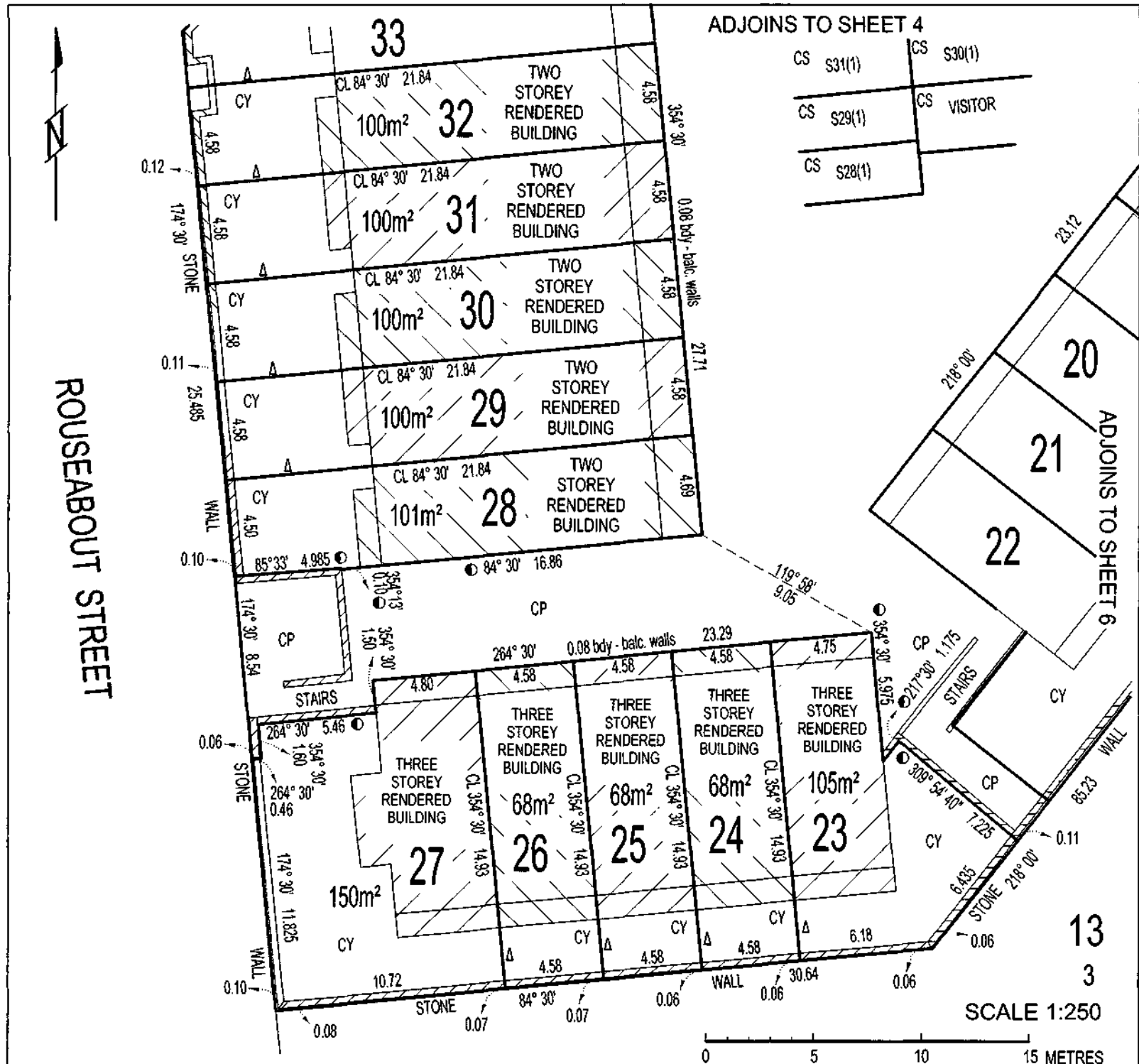
LAND TITLES
OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
LAWSON	30	1	4296

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



Executed by Manix Property
 Group Pty Limited ACN 604 283
 669 in accordance with s127 of
 the Corporations Act 2001 (Cth):

Xingshun Jiang
 Xingshun Jiang
 Sole Director & Secretary

Registered Proprietor

Lyn Tankey

Lyn Tankey
 Delegate of the
 ACT Planning and Land Authority

LAND TITLES
OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
LAWSON	30	1	4296

LEGEND and SPECIFICATION SHEET

CP	DENOTES COMMON PROPERTY
CS	DENOTES CAR SPACE
CY	DENOTES COURTYARD
CL	DENOTES BOUNDARY IS CENTRELINE OF PARTY WALL
≠	DENOTES FACE OF STONE WALL IS BOUNDARY
●	DENOTES FACE OF WALL IS BOUNDARY
Ø	DENOTES BOUNDARY THROUGH MATERIAL OF STONE WALL
Δ	DENOTES BOUNDARY THROUGH MATERIAL OF STEEL POST AND MESH FENCE

UNITS 1-9 AT 73 STOCKMAN AVENUE
 UNITS 10-33 AT 1 ROUSEABOUT STREET

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

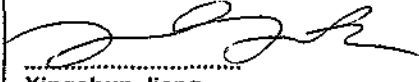
THE POSITION OF THE WALL CENTRELINES HAVE BEEN
 ESTIMATED (DEDUCED) TO DETERMINE UNIT AREA

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

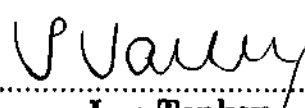
COMMON PROPERTY IS LIMITED TO THE UNDERSIDE OF
 EAVES/GUTTERS/FLASHING WHERE APPLICABLE

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

Executed by Manix Property
 Group Pty Limited ACN 604 283
 669 in accordance with s127 of
 the Corporations Act 2001 (Cth):


 Xingshun Jiang
 Sole Director & Secretary

Registered Proprietor


 Lyn Tankey Delegate of the
 ACT Planning and Land Authority

Form 4

Revised 1/7/03

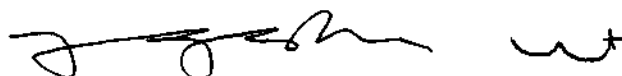
Land Titles (Units Titles) Act 1970

UNITS PLAN NO 4296

Block 1 Section 30 Division of LAWSON

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

- | | | |
|------|----|---|
| TERM | 1. | The term of the lease of each of the units expires on the twenty seventh day of April Two thousand one hundred and fourteen. |
| RENT | 2. | The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded. |
| | 3. | Each Lessee of each of the Units Nos 1 - 33 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows: <ul style="list-style-type: none">(a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;(b) to pay to the Authority or any statutory authority his proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the <u>Planning and Development Act 2007</u> and the <u>Unit Titles Act 2001</u>; |



- PURPOSE** (c) To use Units 1 to 33 for the purpose of multi-unit housing of not less than nineteen (19) dwellings and not more than thirty three (33) dwellings AND IN ADDITION the parcel of land may also be used for one or more of the following purposes:
- (i) boarding house;
 - (ii) child care centre;
 - (iii) community activity centre;
 - (iv) guest house;
 - (v) health facility;
 - (vi) residential care accommodation;
 - (vii) retirement village;
 - (viii) special dwelling; and
 - (ix) supportive housing
- UNIT SUBSIDIARY** (d) Not to use any unit subsidiary to that unit as a habitation;
- SERVICE AREAS** (e) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the unit is suitably screened from public view;
- BUILDING SUBJECT TO APPROVAL** (f) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building on the parcel or make any structural alterations to the unit;
- REPAIR** (g) That the Lessee shall at all times during the said term maintain repair and keep in repair the unit and any unit subsidiary to the satisfaction of the Authority excluding any defined parts under the provisions of the Unit Titles Act 2001;
- FAILURE TO REPAIR** (h) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the unit and any unit subsidiary the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority



any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

RIGHT OF INSPECTION

- (i) To permit any person or persons authorised by the Authority to enter upon the unit or any unit subsidiary at all reasonable times and in any reasonable manner to inspect the unit;

RATES AND CHARGES

- (j) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the unit as and when they are due for payment;

PRESERVATION OF TREES

- (k) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
- (i) that has been identified in a development approval for retention during the period allowed for construction of the building;
- (ii) to which the Tree Protection Act 2005, applies;

MINERALS AND WATER

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

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

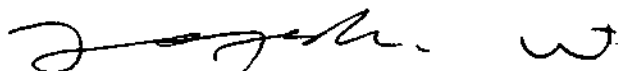
QUIET ENJOYMENT

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

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

TERMINATION

- (a) That if:
- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or



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

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

**ACCEPTANCE OF (b)
RENT**

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

FURTHER LEASE (c)

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

NOTICES

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

**EXERCISE OF
POWERS**

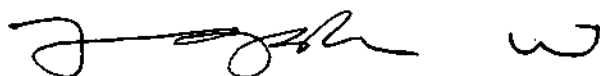
- (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by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



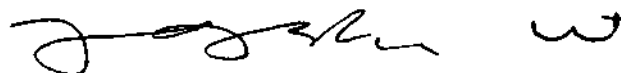
- (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

6. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "boarding house" means the use of the parcel of land to principally provide long term accommodation where meals, laundry or other services are provided only to those residents of the boarding house, and which is not licensed to sell liquor;
- (c) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (d) "child care centre" means the use of the parcel of land for the purpose of educating, supervising or caring for children of any age throughout a specified period of time in any one day, which is registered under the Children and Young People Act 2008 or authorised pursuant to the Education and Care Services National Law (ACT) Act 2011 and which does not include residential care;
- (e) "class" for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- (f) "commercial accommodation unit" means a room or suite of rooms that is made available on a commercial basis for short-term accommodation. A commercial accommodation unit may comprise a dwelling but not a room or suite of rooms within a dwelling. It does not include any associated facility such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which is also available for use by non occupant members of the public;
- (g) "community activity centre" means the use of the parcel of land by a public authority or a body of persons associated for the purpose of providing for the social well being of the community;
- (h) "dual occupancy housing" means the use of the parcel of land that was originally used or leased for the purposes of single dwelling housing for two dwellings;



- (i) "dwelling":
 - (i) means a class 1 building, or a self-contained part of a class 2 building, that:
 - (A) includes the following that are accessible from within the building, or the self-contained part of the building:
 - (1) not more than 2 kitchens;
 - (2) at least 1 bath or shower;
 - (3) at least 1 toilet pan; and
 - (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and
 - (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;
- (j) "guest house" means the use of the parcel of land for one or more commercial accommodation units and where common or shared facilities are provided for the provision of services such as meals and laundry to occupants of the premises but not to non occupant members of the public;
- (k) "health facility" means the use of the parcel of land for providing health care services (including diagnosis, preventative care or counselling) or medical or surgical treatment to out-patients only;
- (l) "Lessee" shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy the persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of

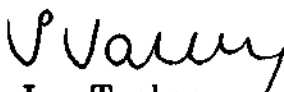


- (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (m) "multi-unit housing" means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (n) "premises" means the parcel of land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



- (s) "supportive housing" means the use of the parcel of land for residential accommodation for persons in need of support, which is managed by a Territory approved organisation that provides a range of support services such as counselling, domestic assistance and personal care for residents as required. Although such services must be able to be delivered on site, management and preparation may be carried out on site or elsewhere. Housing may be provided in the form of self-contained dwellings. The term does not include a retirement village or student accommodation;
- (t) "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);
- (u) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (v) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (w) words in the singular include the plural and vice versa;
- (x) words importing one gender include the other genders;
- (y) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

Dated this Second 23 day of FEB March 2017.


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

LESSEE: **MANIX PROPERTY GROUP PTY LTD**
A.C.N. 604 283 669


Sole Director/Secretary

Form 5

Revised 1/7/03

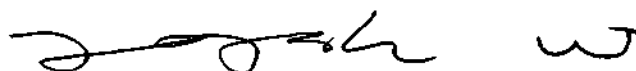
Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 4296

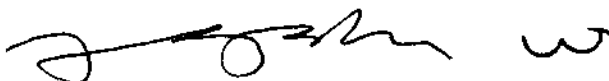
Block 1 Section 30 Division of LAWSON

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

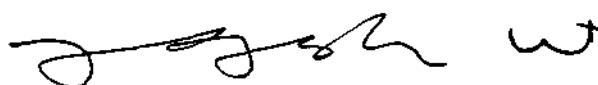
1. The term of the lease expires on the twenty seventh day of April Two thousand one hundred and fourteen.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Owners - Units Plan No. 4296 ("the Owners Corporation") covenants with Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:
 - (a) To pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
 - (b) To use the common property for the purpose of carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the Owners Corporation PROVIDED THAT these uses are consistent with the permitted purposes of the units;
 - (c) Not to erect any building or make any structural alterations in any building or part of a building or other improvement on the common property without the previous approval in writing of the Authority, except where exempt by law;
 - (d) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;



- (e) except where necessary for compliance with Clause 3(d) of this lease not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Authority;
- (f) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair any building part of a building landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the parcel of land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the repairs and maintenance needed require the Owners Corporation to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Owners Corporation require the Owners Corporation to remove the building or improvement and may require the Owners Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Owners Corporation does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
- (g) To permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the parcel of land forming the common property;
- (h) That the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the common property 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;

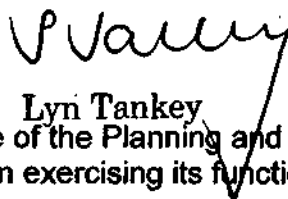


- (ii) to which the Tree Protection Act 2005, applies;
 - (j) All minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.
4. It is mutually covenanted and agreed by the Commonwealth of Australia and the Owners Corporation as follows:
- (a) That if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;
 - (b) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
 - (c) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.
5. In this schedule unless the contrary intention appears:
- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
 - (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
 - (c) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No. 4296';
 - (d) "premises" means the parcel of land and any building or other improvements on the parcel of land;



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

Dated this Second 23 day of FEB March 2017.


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

LESSEE: **MANIX PROPERTY GROUP PTY LTD**
A.C.N. 604 283 669

Sole Director/Secretary




ACT
Government

Justice and Community Safety

ACT Justice



SR\$2170430

06/08/2018 14:15:48 MOULS

2170430

BY OWNERS CORPORATION

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
LJ HOOKER STRATA ACT	1ST FLOOR, 182-200 CITY WALK, CANBERRA ACT 2601	02 6249 7700

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2267:90	LAWSON ACT	30	1	4296

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

MOTIONS 4 to 9

SUPPORTING DOCUMENTATION

(Please tick appropriate item – Original signed copy must be supplied)

- ☒ Sealed copy of Minutes of Meeting 2017 MARCH
GM MINUTES
- ☐ Sealed copy of Resolution/Motion
- ☒ Other (specify) - 2017 UPDATED RULES

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)



EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL (The Common Seal was affixed in the presence of)

Signature	Signature
Full Name (Block Letters) TIMOTHY MALLY	Full Name (Block Letters) CINDY RUSSENDEN
Address C/- CANBERRA CITY ACT 2601	Address C/- CANBERRA CITY ACT 2601
Office Held LJ HOOKER STRATA ACT	Office Held LJ HOOKER STRATA ACT

OFFICE USE ONLY

Lodged by	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		
Registered by	Registration Date	- 7 AUG 2018

MINUTES OF UNITS PLAN 4296

VANGUARD

1 ROUSEDABOUT STREET, LAWSON, ACT.

OF A GENERAL MEETING HELD:

DATE: *Monday 30 October 2017*

TIME: *5:30pm*

PLACE: *LJ Hooker Canberra City, Level 1, 182 - 200 City Walk, Canberra, ACT.*

PRESENT :

Ms Jyotsna Vedi	Unit 2
Mr Peter Vels	Unit 17
Ms Regina Kelly	Unit 19
Srikanth Balchukuri	
and Ms Lavanya Kasturi	Unit 20
Mr Justin Gibson	Unit 23
Mr Fazil Sharfudin	Units 25 and 26
Mr Jared Hunter	Unit 27
 Mr Tim Maly	 LJ Hooker Strata ACT
Mr Trevor Deithe	LJ Hooker Strata ACT

PROXY :

Mr Toshio and Ms Aoi Takagi	Unit 12
in favour of all motions	
 Mr Alan Cheng	 Unit 24
In favour of Alan and Roann Cheng – in attendance.	

Guest : Sara Vedi Unit 2

As a quorum was not present the meeting proceeded with a Reduced Quorum. Under Schedule 3 (3.11 (1) & (3)) of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 28 days after the decision was made, the Owners Corporation is to give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.

The meeting commenced at 6pm as a Reduced Quorum Meeting.

- 1. Appointment of Chair** – Mr Fazil Sharfudin was appointed chair for the meeting



2. Acceptance of Proxies

It was noted that there were 2 Proxies – accepted.

3. Minutes of Inaugural General Meeting

Motion 1: *That the minutes of the Inaugural General Meeting held are confirmed. These were discussed in detail with Owners present.*

Carried

4. Financial report

Motion 2: *That the financial statements be accepted as presented for the period to 4th October 2017.*

Carried

5. Insurance

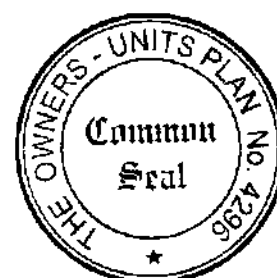
Owners are informed that the existing insurance cover is held through Axis Underwriting as follows:

Policy No	104344RST
Renewal Date	22 December 2017
Building	\$9,000,000
LOSS OF RENT	\$1,350,000
CATASTROPHE	\$1,350,000
PUBLIC LIABILITY	\$20,000,000
FIDELITY GUARANTEE	\$100,000
OFFICE BEARERS	\$2,000,000
VOLUNTARY WORKERS	\$200,000/\$2,000
GOVT AUDIT COSTS	\$25,000
LEGAL EXPENSES	\$50,000
WORKERS COMPENSATION	As per the Act

The Managing Agent advises that the Building Insurance Policy held by the Owners Corporation only covers the building and, public liability claims that occur on the common property. The Policy does not cover contents items. Contents items include, for example, carpet, curtains and light fittings.

Motion 3: *That the level of insurance be increased upon renewal to the figure as suggested by the insurer, and as the Executive Committee deems appropriate.*

Carried



6. Executive Committee

The following Owners were elected to stand as Executive Committee Members until the next Annual General Meeting :

Ms Jyotsna Vedi	Unit 2
Ms Regina Kelly	Unit 19
Mr Fazil Sharfudin	Unit 25
Mr Jared Hunter	Unit 27

7. General Business

7.1 Rules of the Owners Corporation

Special Resolution Means: That the votes cast against the motion is less than 1/3 of the total number of votes received.

Motion 4: Special Resolution: *That Rule 4 of the Default Rules be amended and read as follows:*

Erections and Alterations

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

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

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

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

Carried

Motion 5: Special Resolution: *That Rule 11(b) & (c) of the Default Rules be amended to read: (b) the strata managing agent applies the Seal after receiving written confirmation from the executive committee to apply the Seal (note: - written confirmation includes via email). The Managing Agent may apply the Common Seal to Section 119 Certificates as and when required.*

Carried

Motion 6: Special Resolution: *That the Owners Corporation gives consent to any owner, to keep up to 2 small animals at the unit provided, the animals do not create a nuisance or annoyance to any other resident, the animals are leashed or caged when on common property, and any damage caused by any animal is the responsibility of the unit owner of which the animal belongs, and that this consent becomes Rule 12 of the Owners Corporation.*

Carried

Amended Motion 7: Special Resolution: *That the Owners Corporation gives a general approval to any owner, to install at their own expense, a security screen door to their unit, provided the door is in keeping with the aesthetic integrity of the complex, and that the door is a colour in keeping with the aesthetics of the complex, and that this consent becomes Rule 13 of the Owners Corporation.*

Carried



Motion 8: Special Resolution: That the Owners Corporation gives consent to any owner to install, at their own expense, a satellite dish on their roof for the provision of subscription television services, provided the dish is installed as inconspicuously as possible, the dish is no larger than 90cm in diameter, and not higher than 1m from the roof sheeting, and that this consent becomes Rule 14 of the Owners Corporation.

Carried

Amended Motion 9: Special Resolution: That the Owners Corporation give consent to any owner to install, at their own expense, photovoltaic (PV) solar panels on the roof of their unit to subsidise energy consumption for their own unit, provided the panels are installed as inconspicuously as possible, and are installed completely within the roof boundary of the unit. The Owners also will become responsible for the area of roof that the panels sit on. This consent becomes Rule 15 of the Owners Corporation.

Carried

There being no further business the chair closed the meeting at 7.15 pm.

For and on behalf of the Owners Units Plan 4296
Fazil Sharfudin
Chair
30 October 2017



UNITS PLAN 4296 'THE VANGUARD' RULES

1 ROUSEABOUT STREET LAWSON

1 Definitions-default rules

(1) In these rules:

Executive Committee representative means a person authorised in writing by the Executive Committee under rule 10 (4).

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

(2) A word or expression in the Act has the same meaning in these rules.

2 Payment of rates and taxes by unit owners

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

3 Repairs and maintenance

(1) A unit owner must ensure that the unit is in a state of good repair.

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

4 Erections and alterations

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

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

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

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

5 Use of common property

A unit owner must not use the Common Property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the Common Property by an owner, occupier or user of another unit.

6 Hazardous use of unit

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

As of 30th October 2017



7 Use of unit-nuisance or annoyance

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

8 Noise

A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.

- (1) This rules does not apply to the making of a noise if the Executive Committee has given the person responsible for making the noise written permission to do so.
- (2) Permission may be given subject to stated conditions.
- (3) Permission may be withdrawn by special resolution of the Owners Corporation.

9 Illegal use of unit

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

10 What may an executive committee representative do?

- (1) An Executive Committee representative may do any of the following in relation to a unit of all reasonable times:
 - (a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit - inspect the unit to investigate the breach;
 - (b) carry out any maintenance required under the Act or these rules;
 - (c) do anything else the Owners Corporation is required to do under the Act or these rules.
- (2) An Executive Committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned subrule (1).
- (3) An Executive Committee representative is not authorise to do anything in relation to a unit mentioned in subrule (1) unless-
 - (a) the Executive Committee or the representative has given the owner, occupier or user of the unit reasonable notice of his or her intention to do the thing; or



(b) in an emergency, it is essential that it be done without notice.

(4) The Executive Committee may give a written authority to a person to represent the corporation under this rule.

11 Seal of Owners Corporation

For the attaching of the seal of the Owners Corporation to a document to be effective-

- (a) the seal must be attached by decision of the Executive Committee; and
- (b) the Strata Managing Agent applies the Seal after receiving written confirmation from the Executive Committee to apply the Seal (note: -written confirmation includes via email).
- (c) the Managing Agent may apply the Common Seal to Section 119 Certificates as and when required.

12 Pets

That the Owners Corporation gives consent to any owner, to keep up to 2 small animals at the unit provided, the animals do not create a nuisance or annoyance to any other resident, the animals are leashed or caged when on common property, and any damage caused by any animal is the responsibility of the unit owner of which the animal belongs.

13 Security Screen Door Installation

That the Owners Corporation gives a general approval to any owner, to install at their own expense, a security screen door to their unit, provided the door is in keeping with the aesthetic integrity of the complex, and that the door is in keeping with the aesthetic integrity of the complex, and that the door is a colour in keeping with the aesthetic of the complex.

14 Satellite Dish Installation

That the Owners Corporation gives consent to any owner to install, at their own expense, a satellite dish on their roof for the provision of subscription television services, provided the dish is installed as inconspicuously as possible, the dish is no larger than 90cm in diameter, and not higher than 1m from the roof sheeting.



15 Solar Panel Installation

That the Owners Corporation give consent to any owner to install, at their own expense, photovoltaic (PV) solar panels on the roof of their unit to subsidise energy consumption for their own unit, provided the panels are installed as inconspicuously as possible, and are installed completely within the roof boundary of the unit. The Owners also will become responsible for the area of roof that the panels sit on.





LEASE CONVEYANCING ENQUIRY

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

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

Unit	31	Block	1	Section	30	Suburb	LAWSON
------	----	-------	---	---------	----	--------	--------

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

	No	Yes
1. Have any notices been issued relating to the Crown Lease?	(X)	()
2. Is the Lessor aware of any notice of a breach of the Crown Lease?	(X)	()
3. Has a Certificate of Compliance been issued? (N/A ex-Government House) ☐	()	(X)
Certificate Number: 78552		Dated: 21-FEB-17
4. Has an application for Subdivision been received under the Unit Titles Act?	(see report)	
5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004?	(see report)	
6. If an application has been determined, is the land subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007, or part 6.3 of the Planning Act 2023?	(see report)	
7. Has a development application been received, or approval (applications lodged prior to 2 April 1992 will not be included)?	(see report)	
8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included)	(see report)	
9. Has an Order been made in respect of the Land pursuant to Part 11.3 of the Planning & Development Act 2007 or Part 12.3 of the Planning Act 2023?	(see report)	
10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?	(see report)	

Date: 14-MAY-26 10:52:47

Applicant's Name : InfoTrack, InfoTrack
E-mail Address : actenquiries@infotrack.com.au
Client Reference : 3091CVL - 194465989



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

14-MAY-2026 10:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 12

INFORMATION ABOUT THE PROPERTY

LAWSON Section 30/Block 1/Unit 31

Building Class: B

Area(m2): 4,688.1

Unimproved Value: \$3,630,000

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

14-MAY-2026 10:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 12

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA201527798 **Lodged** 17-JUN-15 **Type** See Subclass

-- Application Details -----

Description

MULTI DWELLING-3 STOREY-33 UNIT DEVELOPMENT-GREENFIELD. Proposed construction of 33 Townhouses with attached garages on Greenfield site.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Lawson	30	1-1	

-- Involved Parties -----

Role	Name
Lessee	Lda
Applicant	Hugh Gordon Architect P/L

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

14-MAY-2026 10:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 12

Application DA201223011 **Lodged** 07-FEB-13 **Type** See Subclass

-- Application Details -----

Description

NONR-ACTEWAGL-PERIMETER FENCE. The replacement and expansion of the existing perimeter fence at the ActewAGL Lawson South electrical substation. The proposal involves the construction of a new intruder resistant fence and security measures to comply with National Guidelines (ENA DOC 015-2006).

-- Site Details -----

District	Division	Section	Block(s)	Unit
-----------------	-----------------	----------------	-----------------	-------------



**STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601**

14-MAY-2026 10:52

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

Page 4 of 12

Application	DA201223011	Lodged	07-FEB-13	Type	See Subclass
Belconnen		Lawson		5	1-1
Belconnen		Lawson		13	2-2
Belconnen		Lawson		13	3-3
Belconnen		Lawson		13	4-4
Belconnen		Lawson		21	1-3
Belconnen		Lawson		22	1-2
Belconnen		Lawson		23	1-11
Belconnen		Lawson		24	1-10
Belconnen		Lawson		25	1-10
Belconnen		Lawson		26	1-19
Belconnen		Lawson		27	1-25
Belconnen		Lawson		28	1-2
Belconnen		Lawson		29	1-1
Belconnen		Lawson		30	1-1
Belconnen		Lawson		31	1-8
Belconnen		Lawson		32	1-7
Belconnen		Lawson		33	1-12
Belconnen		Lawson		34	1-13
Belconnen		Lawson		35	1-18
Belconnen		Lawson		36	1-24
Belconnen		Lawson		37	1-29
Belconnen		Lawson		38	1-1
Belconnen		Lawson		39	1-2
Belconnen		Lawson		40	1-3
Belconnen		Lawson		41	1-1
Belconnen		Lawson		42	1-1
Belconnen		Lawson		43	1-2
Belconnen		Lawson		44	1-1
Belconnen		Lawson		45	1-17
Belconnen		Lawson		46	1-1
Belconnen		Lawson		47	1-3



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

14-MAY-2026 10:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 5 of 12

Application DA201223011 **Lodged** 07-FEB-13 **Type** See Subclass

-- Involved Parties -----

Role	Name
Lessee	Land Development Agency
Lessee	Actewagl Distribution
Applicant	Ghd Pty Ltd

-- Activities -----

Activity Name	Status
Merit Track	Approved



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

14-MAY-2026 10:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 6 of 12

Application DA200916325 **Lodged** 01-FEB-10 **Type** See Subclass

-- Application Details -----

Description

Public Works - Upgrade of the existing intersection at Ginninderra Drive & Allawoona Street; to include stub of new road and signalisation of the intersection for new suburb Lawson.

-- Site Details -----

District	Division	Section	Block(s)	Unit
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**STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601**

14-MAY-2026 10:52

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

Page 7 of 12

Application	DA200916325	Lodged	01-FEB-10	Type	See Subclass
Belconnen		Bruce		3	1-1
Belconnen		Lawson		13	2-2
Belconnen		Lawson		13	3-3
Belconnen		Lawson		13	4-4
Belconnen		Lawson		21	1-3
Belconnen		Lawson		22	1-2
Belconnen		Lawson		23	1-11
Belconnen		Lawson		24	1-10
Belconnen		Lawson		25	1-10
Belconnen		Lawson		26	1-19
Belconnen		Lawson		27	1-25
Belconnen		Lawson		28	1-2
Belconnen		Lawson		29	1-1
Belconnen		Lawson		30	1-1
Belconnen		Lawson		31	1-8
Belconnen		Lawson		32	1-7
Belconnen		Lawson		33	1-12
Belconnen		Lawson		34	1-13
Belconnen		Lawson		35	1-18
Belconnen		Lawson		36	1-24
Belconnen		Lawson		37	1-29
Belconnen		Lawson		38	1-1
Belconnen		Lawson		39	1-2
Belconnen		Lawson		40	1-3
Belconnen		Lawson		41	1-1
Belconnen		Lawson		42	1-1
Belconnen		Lawson		43	1-2
Belconnen		Lawson		44	1-1
Belconnen		Lawson		45	1-17
Belconnen		Lawson		46	1-1
Belconnen		Lawson		47	1-3



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

14-MAY-2026 10:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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Application DA200916325 **Lodged** 01-FEB-10 **Type** See Subclass

-- Involved Parties -----

Role	Name
Lessee	Land Development Agency
Lessee	Territory And Municipal Servic
Lessee	University Of Canberra
Applicant	Act Procurement Solutions

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

Application

DA200916010

Lodged

17-NOV-09

Type

See Subclass

-- Application Details -----

Description
Public Works - Upgrade of the intersection at Baldwin Drive/Maribyrnong Avenue, Kaleen to include stub of new road and signalisation of the intersection.

-- Site Details -----

District	Division	Section	Block(s)	Unit
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**STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601**

14-MAY-2026 10:52

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

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Application	DA200916010	Lodged	17-NOV-09	Type	See Subclass
Belconnen		Lawson		13	2-2
Belconnen		Lawson		13	3-3
Belconnen		Lawson		13	4-4
Belconnen		Lawson		21	1-3
Belconnen		Lawson		22	1-2
Belconnen		Lawson		23	1-11
Belconnen		Lawson		24	1-10
Belconnen		Lawson		25	1-10
Belconnen		Lawson		26	1-19
Belconnen		Lawson		27	1-25
Belconnen		Lawson		28	1-2
Belconnen		Lawson		29	1-1
Belconnen		Lawson		30	1-1
Belconnen		Lawson		31	1-8
Belconnen		Lawson		32	1-7
Belconnen		Lawson		33	1-12
Belconnen		Lawson		34	1-13
Belconnen		Lawson		35	1-18
Belconnen		Lawson		36	1-24
Belconnen		Lawson		37	1-29
Belconnen		Lawson		38	1-1
Belconnen		Lawson		39	1-2
Belconnen		Lawson		40	1-3
Belconnen		Lawson		41	1-1
Belconnen		Lawson		42	1-1
Belconnen		Lawson		43	1-2
Belconnen		Lawson		44	1-1
Belconnen		Lawson		45	1-1
Belconnen		Lawson		45	1-17
Belconnen		Lawson		46	1-1
Belconnen		Lawson		47	1-3



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

14-MAY-2026 10:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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Application DA200916010 **Lodged** 17-NOV-09 **Type** See Subclass

-- Involved Parties -----

Role	Name
Lessee	Territory And Municipal Servic
Lessee	Land Development Agency
Applicant	Act Procurement Solutions

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

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

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

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

14-MAY-2026 10:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 12 of 12

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

URBAN FOREST ACT 2023

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

---- END OF REPORT ----

UNIT TITLE CERTIFICATE

Unit Title Certificate

Pursuant to Section 119 of the Unit Titles (Management) Act 2011

Issued to: InfoTrack
Your ref:
Plan: 4296
Address: The Vanguard, 31/1 Rouseabout Street,
LAWSON ACT 2615

This Certificate discloses particulars under Section 119 of the Unit Titles (Management) Act 2011 in relation to your request. If you have any queries, please contact our office during business hours.

Please complete the below Section 115 Notice following settlement as per information sent to Land Titles Office ACT to enable updating of the Corporate Register. Thank you for your cooperation in this matter.

Units Plan No.: 4296 Unit/Lot No.: 31
Date of Settlement: Levy amount paid on Settlement: \$

Vendor:

Name: Simon John Cox & Stefanie Jane Caldwell
Address: The Vanguard
31/1 Rouseabout Street
LAWSON ACT 2615

Purchaser:

Name:	
Address:	
Email 1:	
Email 2: (if applicable)	
Phone 1:	
Phone 2: (if applicable)	
Mortgagee:	
Letting Agent:	
Vendor Solicitor:	
Purchaser Solicitor:	

UNIT TITLE CERTIFICATE

Unit Titles Certificate

Section 119 Certificate

Unit Titles (Management) Act 2011

Certificate Date: 26 May 2026

Units Plan No.:	4296	Unit/Lot No.:	31
Unit Entitlement:	28	Total Aggregate:	1000
Owner:	Simon John Cox & Stefanie Jane Caldwell	Ordered By: (authorised persons)	InfoTrack

1. Executive Committee

The members of the Executive Committee are listed below. All members may be contacted as follows;
C/- Bridge Strata, PO Box 164 Jamison ACT 2614.

Member	Tanh Yao Zhang
Member	Simon Cox
Member	Hannah Griffiths

2. Management

2.1 Pursuant to Division 4.2, Section 49 of the Unit Titles (Management) Act 2011, the Owners Corporation have elected a Managing Agent. Details as follows:

Bridge Strata Pty Ltd

ACT: Upstairs, 95-98 Monaro Street, Queanbeyan
NSW: Upstairs, 4/55 Woolley Street, Dickson
PO Box 164 Jamison ACT 2614

ABN: 41 616 582 944

Phone: 02 6109 7700

Email: admin@bridgestrata.com.au

2.2 Has the developer control period expired?	Yes
2.3 Has the Corporation borrowed money? (details attached, if applicable)	No
2.4 Has the Corporation installed any sustainability infrastructure?	No
2.5 Has the Corporation applied to Planning & Land Authority to extend the Crown Lease?	No
2.6 Does the Corporation have a pool? If yes, disclosure form attached.	No
2.7 Does the Corporation have an imbedded network? If yes, disclosure form attached.	No

3. Books & Records

The Owners Corporation books', records and Corporate Register may be inspected online or in person. Please contact admin@bridgestrata.com.au to make enquiries. Records are kept at:

Level 1, 4/55 Woolley Street
DICKSON ACT 2602

UNIT TITLE CERTIFICATE

4. Insurance

Policy No. HU0006108095 Corporate Home Unit Underwriting Agencies

Type: Strata Broker: Arthur J Gallagher
Level 1, 59 Wentworth Avenue, Kingston ACT 2604

Premium: \$20,026.26 Paid on: 17/12/2025 Policy start date: 22/12/2025 Next due: 22/06/2026

Cover	Sum insured	Excess
Building	\$18,259,550.00	\$2,000.00
Common Area Contents	\$182,596.00	\$0.00
Loss of Rent/Temp Accommodation	\$2,738,932.00	\$0.00
Public Liability	\$30,000,000.00	\$0.00
Voluntary Workers	\$300,000 / 3,000	\$0.00
Fidelity Guarantee	\$250,000.00	\$0.00
Office Bearer Liability	\$5,000,000.00	\$0.00
Machinery Breakdown	Not Selected	\$0.00
Catastrophe	\$2,738,932.00	\$0.00
Extended Cover - Loss of Rent & Temporary Accommodation	\$410,839.00	\$0.00
Escalation in Cost of Temporary Accommodation	\$136,946.00	\$0.00
Cost of Removal, Storage and Evacuation	\$136,946.00	\$0.00
Government Audit Costs	\$25,000.00	\$0.00
Appeal Expenses- Common Property	\$100,000.00	\$0.00
Legal Defence Expenses	\$50,000.00	\$1,000.00
Lot Owners Fixtures and Improvements (per Lot)	\$250,000.00	\$0.00
Flood	Included	\$0.00
Workers Compensation	Selected	\$0.00

4.1 A copy of the Certificate of Currency is attached to this Certificate.

4.2 A copy of the latest available Insurance Valuation report is attached to this Certificate.

5. Contributions

5.1 The current Financial Year for contributions is: 01 Mar 2026

5.2 Contributions due for this Unit for the current Financial Year: \$4,004.00

5.3 Administrative (General) Fund Instalments (determined under S78)

Total Admin. Levy amount with respect to the Unit: \$3,444.00

Number of instalments payable: 4

Amount and Due Date of each instalment:

Due Dates:	Period:	
01 Jun 2026	01/06/2026 - 31/08/2026	\$861.00
01 Sep 2026	01/09/2026 - 30/11/2026	\$861.00
01 Dec 2026	01/12/2026 - 28/02/2027	\$861.00
01 Mar 2027	01/03/2027 - 31/05/2027	\$861.00

Amount prepaid: \$861.00

Interest owing: \$0.00

Discount applicable for early payment: 0.00%

Prepaid to: 31Aug2026

5.4 Sinking Fund Instalments (determined under S89)

Total Sinking Levy amount with respect to the Unit: \$560.00

Number of instalments payable: 4

Amount and Due Date of each instalment:

Due Dates:	Period:	
01 Jun 2026	01/06/2026 - 31/08/2026	\$140.00
01 Sep 2026	01/09/2026 - 30/11/2026	\$140.00
01 Dec 2026	01/12/2026 - 28/02/2027	\$140.00
01 Mar 2027	01/03/2027 - 31/05/2027	\$140.00

Amount prepaid: \$140.00

Interest owing: \$0.00

Discount applicable for early payment: 0.00%

Prepaid to: 31Aug2026

UNIT TITLE CERTIFICATE

5.5 Special Levies:

Special levies raised during the current financial year as at the date of this Certificate:

Due Date:	Description:	Determined:	Amount:	Date Paid:
15/11/2025	Cladding Special Levy	27/10/2025	\$588.00	11/11/2025

5.6 Outstanding contributions due for the current financial year as at the date of this Certificate: \$0.00

5.7 Any other outstanding debts owing on this unit: None as at the date of this Certificate.

5.8 Total outstanding contributions & debts as at the date of this Certificate: Nil – Paid to 31/08/2026

6. Balance of Funds

The Balance Sheet for the Corporation as at the date of this Certificate is attached.

7. Sinking Fund Plan

A copy of the current approved Sinking Fund Plan is attached.

8. Reports and Contracts

Service Contractors appointed by the Corporation:

Company	Expiry
Bridge Strata	Ongoing
Southside & Beyond Garden Maintenance	Ongoing

The fee fixed by the Owners Corporation for this information is in accordance with the prescribed regulations.

All information in this Section 119 Certificate has been recorded on the following date from details recorded in the books, records and Corporate Register of the Owners Corporation:

DATE: 26 May 2026

The Common Seal of: The Owners Corporation – Units Plan No. 4296 is affixed hereunto in the presence of: Steve Wiebe



Signature

Current Owner Account

Simon Cox & Stefanie Caldwell

Lot 31 Unit 31

The Owners - Units Plan 4296

The Vanguard, 1 Rouseabout Street, LAWSON ACT 2615

Purchased: 12/11/2024 UE / AE: 28.00 / 1,000.00

ACT: Level 1, 4/55 Woolley Street, Dickson ACT 2602
NSW: Upstairs, 95-97 Monaro Street, Queanbeyan NSW 2620
PO Box 164 Jamison ACT 2614
P: (02) 6109 7700
E: admin@bridgestrata.com.au

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
10/01/2025	Lot 31: Opening balance prepaid	0.00	0.00	-476.98	0.00	-476.98	-476.98
23/01/2025	Allocation of unallocated money for 31/4296	-442.70	-33.96	476.66	0.00	0.00	-476.98
15/03/2025	Quarterly Admin/Sinking Levy 01/03/2025 - 31/05/2025	442.70	33.96	0.00	0.00	476.66	-0.32
02/05/2025	Allocation of unallocated money for 31/4296	-0.30	-0.02	0.32	0.00	0.00	-0.32
05/05/2025	Levy payment for 31/4296	-577.20	-35.68	0.00	0.00	-612.88	-613.20
01/06/2025	Quarterly Admin/Sinking Levy 01/06/2025 - 31/08/2025	577.50	35.70	0.00	0.00	613.20	0.00
19/08/2025	Levy payment for 31/4296	-577.50	-35.70	0.00	0.00	-613.20	-613.20
01/09/2025	Quarterly Admin/Sinking Levy 01/09/2025 - 30/11/2025	577.50	35.70	0.00	0.00	613.20	0.00
11/11/2025	Levy payment for 31/4296	0.00	-588.00	0.00	0.00	-588.00	-588.00
15/11/2025	Special Levy	0.00	588.00	0.00	0.00	588.00	0.00
01/12/2025	Quarterly Admin/Sinking Levy 01/12/2025 - 28/02/2026	577.50	35.70	0.00	0.00	613.20	613.20
01/12/2025	Levy payment for 31/4296	-577.50	-35.70	0.00	0.00	-613.20	0.00
28/01/2026	Levy payment for 31/4296	-577.50	-35.70	0.00	0.00	-613.20	-613.20
27/02/2026	Quarterly Admin/Sinking Levy 01/03/2026 - 31/05/2026	577.50	35.70	0.00	0.00	613.20	0.00
08/05/2026	Levy payment for 31/4296	-861.00	-140.00	0.00	0.00	-1,001.00	-1,001.00
01/06/2026	Quarterly Admin/Sinking Levy 01/06/2026 - 31/08/2026	861.00	140.00	0.00	0.00	1,001.00	
01/09/2026	Quarterly Admin/Sinking Levy 01/09/2026 - 30/11/2026	861.00	140.00	0.00	0.00	1,001.00	
01/12/2026	Quarterly Admin/Sinking Levy 01/12/2026 - 28/02/2027	861.00	140.00	0.00	0.00	1,001.00	
01/03/2027	Quarterly Admin/Sinking Levy 01/03/2027 - 31/05/2027	861.00	140.00	0.00	0.00	1,001.00	
25/05/2026	Current balances excluding interest						
	Administrative Fund	-861.00					
	Sinking Fund	-140.00					
	Unallocated Money Fund	0.00					
		-1,001.00					
	Interest due as at 25/05/2026	0.00					
	Current balance including interest	-1,001.00					

Balance Sheet

As at 25/05/2026

The Owners - Units Plan 4296

The Vanguard, 1 Rouseabout Street, LAWSON ACT 2615

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	(18,296.77)
Owners Equity--Admin	3,495.04
	<u>(14,801.73)</u>
Sinking Fund	
Operating Surplus/Deficit--Sinking	58.85
Owners Equity--Sinking	43,690.33
	<u>43,749.18</u>
Net owners' funds	<u><u>\$28,947.45</u></u>
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	(21,534.65)
Receivable--Levies--Admin	17,477.84
Receivable--Owners--Admin	445.50
	<u>(3,611.31)</u>
Sinking Fund	
Cash at Bank--Sinking	40,003.85
Receivable--Levies--Sinking	1,112.91
Receivable--Levies (Special)--Sinking	4,452.00
	<u>45,568.76</u>
Unallocated Money	
	<u>0.00</u>
Total assets	<u><u>41,957.45</u></u>
Less liabilities	
Administrative Fund	
Prepaid Levies--Admin	11,190.42
	<u>11,190.42</u>
Sinking Fund	
Prepaid Levies--Sinking	1,819.58
	<u>1,819.58</u>
Unallocated Money	
	<u>0.00</u>
Total liabilities	<u><u>13,010.00</u></u>
Net assets	<u><u>\$28,947.45</u></u>



Level 33, 101 Miller Street
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006108095
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	22/12/2025 to 22/06/2026 at 4:00pm
The Insured	THE OWNERS - UNITS PLAN NO.4296
Situation	1 ROUSEABOUT STREET LAWSON ACT 2617

Sections

Section 1 – Insured Property

Building: \$18,259,550
Common Area Contents: \$182,596
Loss of Rent & Temporary Accommodation (total payable): \$2,738,932
Lot Owners' Fixtures and Improvements (per lot): \$250,000

Optional Extensions:

Catastrophe Insurance Sum Insured: \$2,738,932
Extended Cover - Loss of Rent & Temporary Accommodation: \$410,839
Escalation in Cost of Temporary Accommodation: \$136,946
Cost of Removal, Storage and Evacuation: \$136,946
Machinery Breakdown: Not Selected
Lot Owners' Contents inclusion (per lot): Not Selected

Section 2 – Liability to Others

Sum Insured: \$30,000,000

Section 3 – Voluntary Workers

Death: \$300,000
Total Disablement: \$3,000 per week

Section 4 – Fidelity Guarantee

Sum Insured: \$250,000

Section 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Section 6 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000
Appeal expenses – common property health & safety breaches: \$100,000
Legal Defence Expenses: \$50,000



Flood Cover is included.

Date Printed

08/12/2025

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

Insurance Valuation Report

For

The Vanguard

1 Rouseabout Street, Lawson

Scheme Number: 4296



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 152993

25 June 2020

Professional Indemnity Insurance Policy Number 96 0968886 PLP

PO Box 1280,
Beenleigh QLD 4207

P 1300 309 201

F 1300 369 190

E info@qiagroup.com.au

W www.qiagroup.com.au

QIA Group Pty Ltd
ABN 27 116 106 453

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QIA Group Pty Ltd

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SECTION 1 – INSURANCE VALUATION SUMMARY

1.1 Purpose of Report

We have been instructed by the Body Corporate to provide a building replacement valuation report which estimates the reinstatement costs of the building/s and associated common property improvement and body corporate assets for insurance purposes situated at **1 Rouseabout Street, Lawson.**

1.2 Property Address

The property is situated at **1 Rouseabout Street, Lawson.**

1.3 Description of Building

The property consists of 33 townhouses with garage parking. Common property includes driveway, pavings, boundary walls & fences. The plans provided by the Client indicate that the Property was Registered in 2017.

1.4 Client

The Owners for The Vanguard.

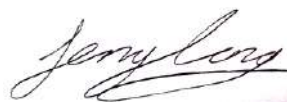
1.5 Reinstatement Cost Assessment Value

Reinstatement Cost Assessment Value: \$11,890,000 (Inc GST)

1.6 Inspector Details

Inspector Number

1005



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 generally in line with 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.

2.6 Valuation

Replacement Building and Improvements Cost: \$10,065,000

Allowance for Cost Escalation during the following:

Demolition, Design and Documentation:	9 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	12 Months

Calculated at 3% per annum over the relevant period \$455,000

Progressive Subtotal: \$10,520,000

Professional Fees: \$530,000

Progressive Subtotal: \$11,050,000

Demolition and Removal of Debris: \$505,000

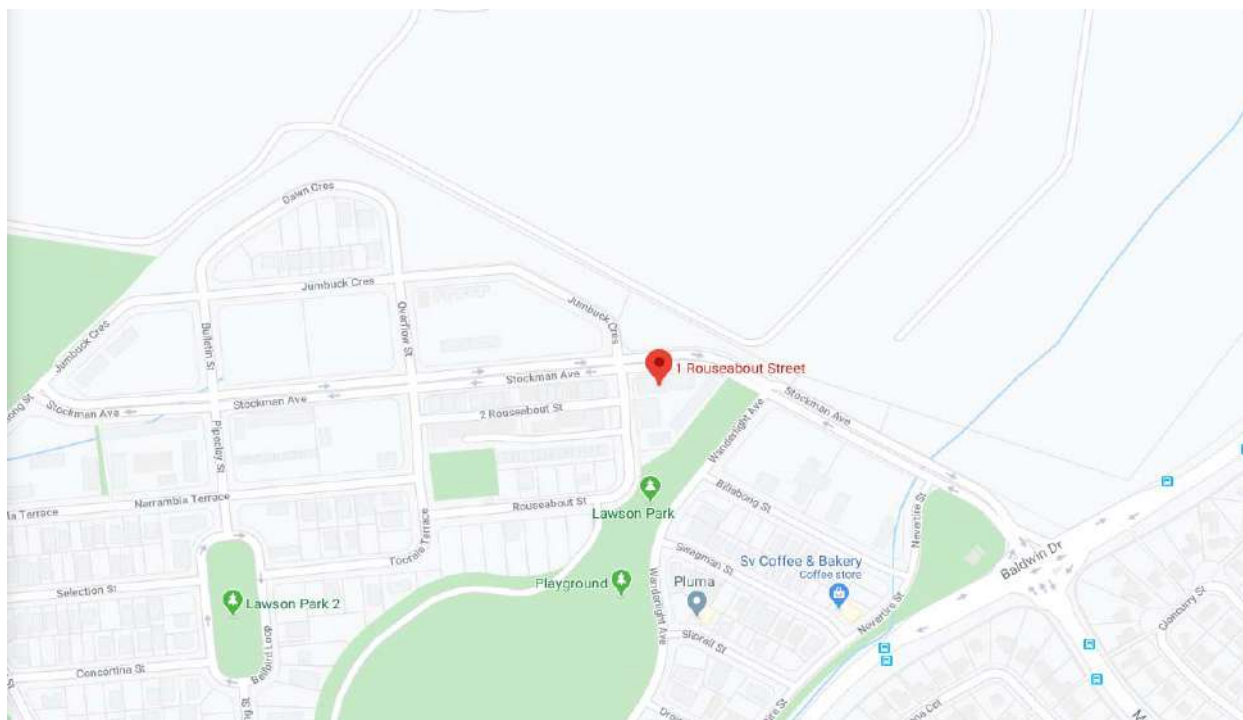
Progressive Subtotal: \$11,555,000

Cost Escalation for Insurance Policy Lapse Period: \$335,000

Progressive Subtotal: \$11,890,000

Reinstatement Cost Assessment Value: \$11,890,000 (Inc GST)

2.7 Site Location Map



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 *SITE FACTORS*

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

3.2 *ADDITIONS & IMPROVEMENTS*

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

3.3 *MAINTENANCE*

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

3.4 *SUMMARY OF CONSTRUCTION*

3.4.1 *Primary Method of Construction*

3.4.1.1 *FLOOR STRUCTURE*

FLOOR CONSTRUCTION: Concrete Timber framed.

3.4.1.2 *WALL STRUCTURE*

EXTERNAL WALL CONSTRUCTION: Brick veneer & cement sheet.

EXTERNAL WALL FINISHES: Rendered & cement sheet.

3.4.1.3 *ROOF STRUCTURE*

ROOF CONSTRUCTION: Flat deck.

ROOFING: Cliplock.

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 4296

The Vanguard, 1 Rouseabout Street, LAWSON ACT 2615

The Annual General Meeting of The Owners - Units Plan 4296 was held at Zoom on Tuesday, 29 April 2025 at 4:40 PM.

PRESENT:

L Pepper (Unit 3), P Gulyani (Unit 8), T Zhang (Unit 19), H Griffiths (Unit 27), A Aldana (Unit 28), & S Cox (Unit 31).

ABSENTEE & PROXIES:

Nil received.

BRIDGE STRATA:

Steve 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

S Cox was elected as Chair for the Annual General Meeting.

2 Motion 1 - MINUTES (AGM)

Resolved that the minutes of the last Annual General Meeting (10th July 2024) of the Owners Corporation be confirmed as a true record of the proceedings of that meeting.

3 Motion 2 - MINUTES (GM)

Resolved that the minutes of the last General Meeting (11th December 2024) of the Owners Corporation be confirmed as a true record of the proceedings of that meeting.

4 Motion 3 - INSURANCES

Resolved that the Owners Corporation obtain a valuation for insurance purposes and adjust the building sum insured in accordance with the valuation.

5 Motion 4 - FINANCIALS

Resolved that the financial statement as prepared for the financial year ending 28/02/2025 be accepted.

6 Motion 5 - BUDGET

Resolved that:

- (a) the Owners Corporation estimates that in respect of the period ending **28/02/2026** 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 **\$82,500.00 including GST**; and
 - (ii) to the sinking fund, the sum of **\$5,100.00 including GST**; and
- (c) those amounts are to be paid by regular equal Quarterly instalments due on the **01/06/2025** and subsequent instalments being due on **01/09/2025, 01/12/2025, 01/03/2026**.

7 Motion 6 - PAINTING - Special Resolution

Resolved that the Owners Corporation assumes the maintenance responsibilities for the painting of the external walls of the complex.

8 Motion 7 - SINKING FUND FORECAST

Members noted that due to the Owners Corporation taking on the responsibility for the painting of the complex, it was agreed that this motion be approved.

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 8 - MAINTENANCE PLAN

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

10 Election - EXECUTIVE COMMITTEE

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

- H Griffiths
- A Aldana
- S Cox

11 AUDIT

Due to the Owners Corporation being less than 100 units and having an annual turnover of less than \$250,000 per annum, there is no requirement to have an audit carried out. Owners resolved not to proceed with an Audit at this time.

12 FIRE SAFETY REVIEW

Since incorporation, the Owners Corporation has not had any common area fire systems. Accordingly, there is no fire safety requirements to be reviewed.

13 BUILDING DEFECTS

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

14 ADEQUACY OF AUTHORISATIONS, DELEGATIONS AND APPOINTMENTS

The owners considered that adequate authorisations, delegations and appointments were in place at this present time.

15 GENERAL BUSINESS

1. Cladding

The Manager advised the meeting that the EC and he had been working on obtaining advice on the remediation of the EPS Cladding on the facade of the building, and noted that Flame Security International (FSI) had been recommended by Vortex as they were in the testing phase for a paint and render product that would assist in alleviating the fire risk that the Cladding currently presented to a standard acceptable to insurers.

S Cox provided further context to Owners including that the EC's understanding was the cladding was not considered a defect as it was still approved to use for building such as ours, but the insurers were concerned with the risk and had recommended the OC undertakes one of the remediation recommendations contained in the vortex report.

It was noted that the EC and the Manager would continue to work on options for the remediation of the cladding issue, and will advise all Owners once further information and recommendations have been received.

2. Bin Room:

The Manager advised the meeting that quotes for the replacement of the lock on the bin room had been excessive. S Cox advised that he would obtain a chain and a combination lock and seek reimbursement from the Owners Corporation. It was further noted that the Owners Corporation could look at a new CCTV System to help prevent dumping, however it was noted this had been previously considered too expensive compared to the costs of cleaning the bin room.

3. Gardening:

Members of the Committee advised the meeting that quotes for gardening had been requested. The Manager noted that quotes had yet to be received, however would be passed onto the EC for discussion and agreement. These quotes include the initial restoration works to improve the gardens, which are currently in a poor state, and ongoing garden maintenance.

4. Parking:

Members noted the parking issues at the complex, noting that there had been several occasions where Residents had not been able to access their garages due to other residents parking on the common area. S Cox noted that the Committee had been working on resolving this issue, with notes being placed on vehicles when they have parked on the common area. It was noted that Residents that continued to park on the common area would be issued with Rule Infringement Notices. The EC confirmed that there had been at least one infringement notice issued for parking.

It was also agreed that the Manager would seek quotes on no parking painting, and for a sign to be installed on the driveway.

CLOSURE: There being no further business, the meeting closed at 5:10 pm.

Bridge Strata P/L

Units Plan Manager for Units Plan 4296

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. 4296
A2 Annual General Meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made – 29th April 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
29 th April 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 2/5/2025

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B **General Information**

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

- A **reduced quorum** is a decision of a general meeting of the owners corporations made while a quorum (a *reduced quorum*) smaller than **standard quorum** was present.
- A **standard quorum** is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s3.9 (1) (a), part 3.1, schedule 3).

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

Reduced quorum decisions made at regularly-convened general meetings

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a **standard quorum** for the motion (see above) is not present a reduced quorum decision may be made if a **reduced quorum** (see next point) is then present for consideration of the motion (UTMA s3.9 (2), part 3.1, schedule3).
- At a regularly-convened general meeting, a **reduced quorum** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions-adjournment following quorum trouble

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

MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS - UNITS PLAN 4296

The Vanguard, 1 Rouseabout Street, LAWSON ACT 2615

The Annual General Meeting of The Owners - Units Plan 4296 was held via Zoom on Wednesday, 29 April 2026 at 4:30 PM.

PRESENT:

Ms L Pepper (Unit 3), Ms C Genero (Unit 8), Mr T Zhang (Unit 19), Mr J & Ms L Gibson (Unit 23), Mr L & Mrs M Aldana (Unit 28), & Mr S Cox (Unit 31).

ABSENTEE:

Ms H Griffiths (Unit 27).

BRIDGE STRATA:

Mr 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

Mr Cox was elected as Chair for the Annual General Meeting.

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 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.

4 MOTION 3 - FINANCIALS

Mr Gibson queried the doubling of the water usage charges, noting that it was possibly due to an undetected water leak. The Manager noted that he would investigate this matter further and advise the incoming Executive Committee.

Resolved that the financial statement as prepared for the financial year ending 28/02/2026 be accepted.

5 AUDIT

Due to the Owners Corporation being less than 100 units and having an annual turnover of less than \$250,000 per annum, there is no requirement to have an audit carried out.

6 MOTION 4 - BUDGET

Mr Cox addressed the increase in the Levies, noting that the Sinking Fund had increase significantly in light of the Owners Corporation taking on the responsibility of the painting and the roofs of the units. The Manager noted that the Sinking Fund Forecast and the Maintenance Plan would be updated this year to ensure that these items are taken into account in future budgeting.

Resolved that:

- (a) the Owners Corporation estimates that in respect of the period ending **28/02/2027** 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 **\$123,000.00 including GST**; and
 - (ii) to the sinking fund, the sum of **\$20,000.00 including GST**; and
- (c) those amounts are to be paid by regular equal Quarterly instalments due on the **1/6/2026** and subsequent instalments being due on **1/9/2026, 1/12/2026, 1/3/2027**.

7 MOTION 5 - ROOFING - Special Resolution

Resolved that the Owners Corporation assumes the responsibilities for the roofs on all units at the complex.

8 MOTION 6 - SINKING FUND FORECAST

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 establish a maintenance schedule for the ongoing maintenance of the common property.

10 MOTION 8 - FIRE SAFETY REPORT

Owners discussed the Fire Safety at the complex, noting that the outgoing Executive Committee had been working with Vortex to address errors in the original report. It was noted that Vortex had provided an updated report, however there were still some inaccuracies and inconsistencies within the report, which have been advised to Vortex.

Members agreed to provide the updated report to the Insurance Broker, noting that the Executive Committee were currently working with Vortex to correct the issues that are still within the report.

As there are no current common area fire safety systems in place at the complex, it was agreed to defer this motion.

DEFERRED 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 Annual General Meeting:

- Mr T Zhang
- Ms H Griffiths
- Mr S Cox

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

Owners considered that adequate authorisations, delegations and appointments were in place at the time of the meeting.

14 GENERAL BUSINESS

Gardening:

Owners noted that several hedges along the rear of the complex had died, and noted that this was likely due to the watering system not working. Mr Cox advised the meeting that a contractor had been attempting to locate a control box for the watering system, to no avail.

Owners agreed to refer this matter to the incoming Executive Committee, and requested that the Manager consults with the gardener on replacement options that do not require a full watering system.

Concrete Steps (Units 23-27):

The Manager advised the meeting that the Owner of Unit 27 had become aware of the continuous concrete step at the rear of the property, which covers units 23 to 27, was coming away from the building. Mr Gibson of Unit 23 advised that he had a similar issue, and had resolved this himself. The Manager advised that he would contact the Owner of Unit 23 to ascertain the works that they completed, so that this can be advised to the Owner of Unit 27.

Parking:

Owners noted the recent line marking at the complex, and advised that the parking issues had improved, however not entirely been resolved. Owners were encouraged to advise the Manager of any parking issues.

Waste Area:

Owners discussed the waste area of the complex, and noted that there had been several instances of large items being dumped in the waste room. It was noted that the doors should be locked by residents after use, which was not occurring on a regular basis. Owners were also encouraged to report dumped items to the Manager.

CLOSURE: There being no further business, the meeting closed at 5.15 pm.

Bridge Strata P/L

Units Plan Manager for Units Plan 4296

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. 4296
A2 Annual General Meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made – 29th April 2026

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
29 th April 2026	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 30/4/2026

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B **General Information**

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

- A **reduced quorum** is a decision of a general meeting of the owners corporations made while a quorum (a *reduced quorum*) smaller than **standard quorum** was present.
- A **standard quorum** is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s3.9 (1) (a), part 3.1, schedule 3).

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

Reduced quorum decisions made at regularly-convened general meetings

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a **standard quorum** for the motion (see above) is not present a reduced quorum decision may be made if a **reduced quorum** (see next point) is then present for consideration of the motion (UTMA s3.9 (2), part 3.1, schedule3).
- At a regularly-convened general meeting, a **reduced quorum** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions-adjournment following quorum trouble

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



**MINUTES OF A GENERAL MEETING
THE OWNERS - UNITS PLAN NO 4296**

Date: Monday 27th October 2025

Time: 4.30 PM

Link: <https://us02web.zoom.us/j/89126630241?pwd=q0xPRDSbMzPY4O7vdqqbba7EWmp0u6.1>

Present: L Pepper (Unit 3), E Scott (Unit 5), J & L Gibson (Unit 23), H Griffiths (Unit 27), M Aldana (Unit 28), & S Cox (Unit 31).

Absentee: D Cheng (Unit 24)

Bridge Strata: S Wiebe – 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

S Cox was elected as Chair for the meeting.

2. Motion 1 – Acceptance of Minutes

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

3. Meeting Purpose

The Manager noted that a report from Vortex had been commissioned prior to Bridge taking on the Management of the complex, and that this report had been provided to the insurers at the time. Unfortunately, this report noted that there was Expanded Polystyrene Substrate (EPS) cladding on the building, and provided recommendations for the rectification of the cladding, which is considered to be flammable.

It was further noted that the Insurers advised the previous managers that the recommendations that were provided in the Vortex Report had to be completed in order to be able to obtain ongoing insurance for the complex.

Due to concerns regarding the Vortex report, the Executive Committee (EC) agreed to approve an subsequent report from Jensen Hughes, which provided conflicting advice on various sections of the Vortex report, and noted that due to the classification of the building, the cladding was legally able to be used.

Due to the conflicting reports, the EC agreed an additional report would be required to advise which report is correct and aim to satisfy the insurers and provide a clear way forward. It was noted that there was still a possibility for the cladding to be removed or otherwise remediated at a later date, however there would not be an urgent need to have this completed to obtain insurance for the complex, depending on the recommendations of this report.

L Gibson noted that she would spend some time contacting relevant ACT Government departments and/or various Owners Corporation insurers to see if there were any alternatives options available in handling the current concerns by insurers.



4. **Motion 2 – Approval for additional Fire Safety Report**

Resolved that the Owners Corporation authorises the Executive Committee to obtain a report on the cladding for the complex.

5. **Motion 3 – Approval of Special Levy**

Resolved that the Owners Corporation approves a special levy of \$21,000 be struck, based on Unit Entitlements, and that this levy be due on 15th November 2025.

6. **Insurance Claims**

The Manager noted that there were no outstanding Insurance Claims.

7. **Adequacy of Authorisations, Delegations and Appointments**

Members noted that they considered that there were adequate authorisations, delegations and appointments in place at this time.

8. **Maintenance Issues**

Members noted that there were no outstanding maintenance items to discuss, and the EC noted that they would continue to progress maintenance issues when they arose.

9. **General Business**

L Gibson noted that the gardeners were not collecting rubbish within the garden beds. The Manager advised that he would discuss this issue with the gardeners. It was noted this should be rectified as part of the garden works and maintained by the new gardeners going forward.

Further, it was noted that there were several units, particularly Units 9 to 11, that were not being well maintained, with cobwebs on the garage/entry doors, and rubbish around the units. The Manager advised that he would send a note to all Owners and request that all Owners ensure that their units are cleaned regularly. It was also noted that Unit 9 has graffiti on an exterior wall, which will be reported to the owner.

Owners discussed the parking situation at the complex, noting that there were several units that were continually parking in contravention of the rules of the complex. The Manager noted that he would send a final email to all Owners noting that there would be no further warnings. The EC and Manager agreed a written notice would be provided to residents to notify of when the no parking/line marking painting was to be done and note that any residents parking on common property on that day or afterwards would receive rule infringements.

10. **Closure:**

With no further business to discuss, the meeting was declared closed at 5.10 pm

Unit Titles (Management) Act 2011- Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners-Units Plan No. 4296
A2 Annual General Meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made – 27th October 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
27 th October 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 04/11/2025

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).

MINUTES OF EXECUTIVE COMMITTEE MEETING

Units Plan No. 4296 “The Vanguard”

TIME AND DATE Tuesday, 10th September 2024, at 5:30 pm

LOCATION Zoom

Attendance:

S Cox

H Griffiths

M Aldana

R Hartas Representing LJ Hooker Strata ACT

MINUTES OF THE PREVIOUSLY HELD EC MEETING ATTACHED TO THE AGENDA (6TH JUNE 2023)

Motion 1: That the Executive Committee confirm that the minutes from the previous Executive Committee Meeting held on 6th June 2023 are confirmed as a correct record.

CARRIED

FINANCIALS

Motion 2: That the financial statements be accepted as presented for the period to 26th August 2024

CARRIED

EXECUTIVE COMMITTEE ROLES & RESPONSIBILITIES AND CODE OF CONDUCT

Motion 3: That the Executive Committee members of Units Plan 4296 acknowledge and adhere to the Executive Committee Roles and Responsibilities and the Code of Conduct outlined in the document attached.

CARRIED

ELECTION OF OFFICE BEARERS

Motion 4: That the Executive Committee elect the following Office Holders; to hold office until the next Annual General Meeting.

- Chairperson – S Cox
- Secretary – H Griffiths
- Treasurer – A Aldana

GENERAL BUSINESS

Insurance and Cladding discussion: The Strata Manager discussed the current considerations regarding an assessment of cladding at the complex, as required due to updated policies and requirements by insurers. This discussion included the need for these assessments to be undertaken with an aim to reduce the insurance premiums, if possible, and ensure the ongoing insurability of the complex. The Strata Manager outlined the new proposal being sought based on an assessment system that has only just received the support from the insurers, which utilises a new rating system to confirm whether the risk is low, moderate or high. The proposal for this is being followed up in conjunction with several other options for the Vanguard Complex and these will be sent to the Committee for their consideration.

Gardening Scope of Works: There was a discussion regarding the gardening scope of works and it was noted that this is not being adhered to by the current gardeners and did not represent good value for the Complex.. The Strata Manager is to arrange comparison quotes based on the same scope of works, ensuring that the hedge trimming is completed more regularly and these will be sent to the Committee for their consideration.

Parking: Residents parking on the common property is still a major on-going issue for the Complex. It was agreed to explore additional signage options, including line marking clearly showing no parking areas. The Strata Manager is to arrange an onsite meeting with a contractor to discuss options and costings.

Light Pole: It was reported that the light pole at the front of Unit 23 is bent and may require repairing. The Strata Manager is to arrange for inspection and quotes to identify if repairs are needed and the associated costings.

Waste Room: It was noted that the padlock needs to be replaced on the waste room doors with something more sturdy. The Strata Manager suggested exploring options such as the combination lock handles rather than a padlock. It was agreed that the Strata Manager arrange quotes for this.

Tree at Unit 29: It was confirmed this still has not been removed. The Strata Manager is to write to the Owners again confirming that if this has not been completed by 30th September, we would arrange the removal and the costs would be charged back to the Unit.

There being no further business the meeting was closed at 6:11 pm

THE OWNERS UNITS PLAN No. 4296

The Vanguard, 1 Rouseabout Street, LAWSON, ACT, 2617

MINUTES OF GENERAL MEETING

Date: Wednesday 11th December 2024

Time: 5.30 pm

Link: <https://us02web.zoom.us/j/87291915873?pwd=bvO7yRpVp4fGwnkLyQsavlhKUbnNpSK.1>

Meeting ID: 872 9191 5873 ~ Passcode: 092651

Present: L Pepper (Unit 3), T Zhang (Unit 19), J & L Gibson (Unit 23), H Griffiths (Unit 27), M Aldana (Unit 28), & S Cox (Unit 31)

Bridge Strata: S Wiebe

Proxies: Nil Received

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.

Agenda:

1. Chairperson

S Cox, As Chair of the Executive Committee, took the chair for the meeting.

2. Acceptance of Proxies

It was noted that no proxies or absentee votes had been received.

S Cox addressed the meeting, noting that the last AGM had not approved the signing of a new contract with LJ Hooker Strata, due to several concerns regarding the performance of LJ Hooker Strata. Further to this, it was noted that the EC had conducted a review of the market, contacted a number of other Strata Managers, received four written proposals and had met with two of the managers that had submitted a proposal.

Following the onsite meeting with Bridge Strata, the EC had met and discussed the proposals, and had settled on recommending the Owners Corporation engage Bridge Strata as the Manager for the complex.

S Cox offered to provide any further details if owners had questions regarding the performance concerns and the process of selecting a new manager. No questions were received.

It was noted that as this would be a reduced quorum meeting, the date for the handover would need to be amended to 9th of January to take into account the required timeframe.

- 3. Motion 1:**
To terminate the services of LJ Hooker Strata on 9th January 2025.

For: 6 Against: 0 CARRIED

- 4. Motion 2:**
To appoint Bridge Strata as Managers for Units Plan No 4296 from 9th January 2024.

For: 6 Against: 0 CARRIED

5. General Business:

INSURANCE: S Cox advised the meeting that the new Manager, and the new Insurance Broker would arrange a meeting on site to discuss the insurance renewal going forward, and to see if there was any possibility of getting a better deal and addressing changing insurance requirements and policies.

CONTRACTS: It was noted that a review of all current contracts for the complex would be reviewed once Bridge Strata has formally taken on the management of the complex. Primarily, a review of the gardening contractor, as the EC does not believe the current contract represents good value for money given the service provided.

PARKING: It was noted there were some issues with parking at the complex, and that this issue would need to be addressed in the near future.

BIN ROOM LOCK: It was noted that the bin room lock, which had been broken for some time, has not been repaired as LJ Hooker has not responded with an additional requested quote. It was noted that the Manager would arrange for this to occur once handover from LJH had occurred.

6. Closure:

With no further business to discuss, the meeting was declared closed at 5.55 pm.

Dated 13 December 2024

Simon Cox, Angelica Lopez and Hannah Griffiths
For & on behalf of the Executive Committee
Units Plan No 4296

Sinking Fund Plan

The Vanguard
1 Rouseabout Street, Lawson,
ACT 2617
Scheme Number: 4296



COMPILED BY STEVE VILJOEN

**On 17 November 2022 for the
15 Years Commencing: 1 March 2022
QIA Job Reference Number: 179219**

Professional Indemnity Insurance Policy Number 1411189338 PLP
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INTRODUCTION

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

LOCATION

1 Rouseabout Street, Lawson, ACT 2617

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:	\$3.44
Number of Lot/Unit Entitlements:	1000
Opening Balance:	\$14,322.20
The proposed Sinking Fund Levy per entitlement is:	\$4.62

METHODOLOGY

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

The report will generally categorise costs as follows:

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

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

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

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

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

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

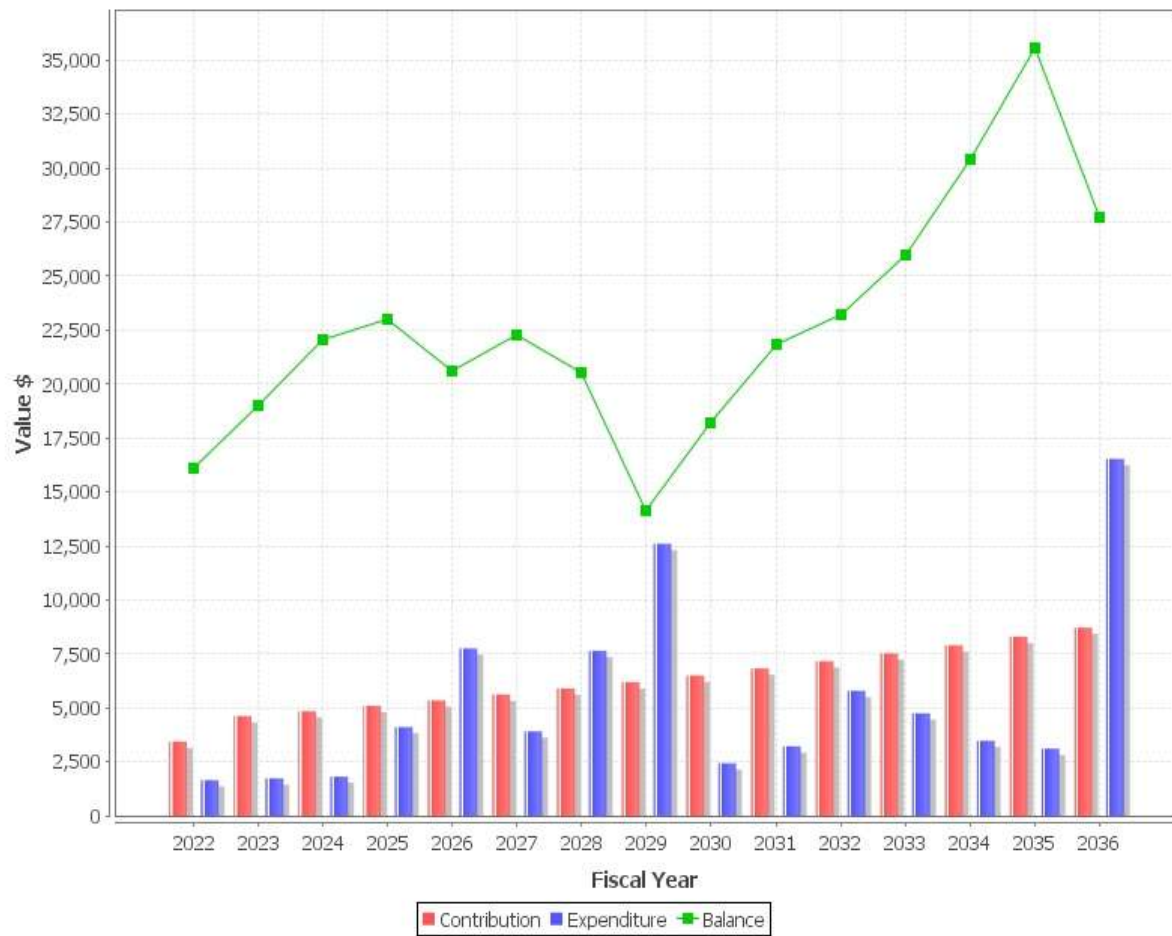
If the amounts provided for are not expended in any one year they will be accumulated to meet expenditures in future years although it has been our experience that some form of capital expenditure occurs every year and not all of it is accounted for via the specific line items in our report.

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

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

SINKING FUND FINANCIAL SUMMARY

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	01/03/2022	\$14,322	\$3,439	\$3.44	\$1,650	\$16,111
2	01/03/2023	\$16,111	\$4,620	\$4.62	\$1,732	\$18,999
3	01/03/2024	\$18,999	\$4,851	\$4.85	\$1,819	\$22,031
4	01/03/2025	\$22,031	\$5,094	\$5.09	\$4,116	\$23,008
5	01/03/2026	\$23,008	\$5,348	\$5.35	\$7,756	\$20,600
6	01/03/2027	\$20,600	\$5,616	\$5.62	\$3,913	\$22,303
7	01/03/2028	\$22,303	\$5,896	\$5.90	\$7,644	\$20,555
8	01/03/2029	\$20,555	\$6,191	\$6.19	\$12,603	\$14,143
9	01/03/2030	\$14,143	\$6,501	\$6.50	\$2,438	\$18,206
10	01/03/2031	\$18,206	\$6,826	\$6.83	\$3,226	\$21,806
11	01/03/2032	\$21,806	\$7,167	\$7.17	\$5,792	\$23,181
12	01/03/2033	\$23,181	\$7,525	\$7.53	\$4,750	\$25,956
13	01/03/2034	\$25,956	\$7,902	\$7.90	\$3,482	\$30,376
14	01/03/2035	\$30,376	\$8,297	\$8.30	\$3,111	\$35,562
15	01/03/2036	\$35,562	\$8,712	\$8.71	\$16,531	\$27,742

SINKING FUND FORECAST MOVEMENT

SUMMARY OF ANNUAL FORECAST EXPENDITURE

March 2022	Expense Inc GST
-------------------	--------------------

SUPERSTRUCTURE

- Capital Replacement - General	\$1,650
---------------------------------	---------

<u>Total Forecast Expenditure for year - March 2022 (Inc GST):</u>	<u>\$1,650</u>
--	----------------

Includes GST amount of :	\$150
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March 2023	Expense Inc GST
-------------------	--------------------

SUPERSTRUCTURE

- Capital Replacement - General	\$1,732
---------------------------------	---------

<u>Total Forecast Expenditure for year - March 2023 (Inc GST):</u>	<u>\$1,732</u>
--	----------------

Includes GST amount of :	\$157
--------------------------	-------

March 2024	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$1,819
---------------------------------	---------

<u>Total Forecast Expenditure for year - March 2024 (Inc GST):</u>	<u>\$1,819</u>
--	----------------

Includes GST amount of :	\$165
--------------------------	-------

March 2025	Expense Inc GST
-------------------	--------------------

SUPERSTRUCTURE

- Capital Replacement - General	\$1,910
---------------------------------	---------

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$2,206
--	---------

<u>Total Forecast Expenditure for year - March 2025 (Inc GST):</u>	<u>\$4,116</u>
--	----------------

Includes GST amount of :	\$374
--------------------------	-------

March 2026	Expense Inc GST
-------------------	----------------------------

SUPERSTRUCTURE

- Repaint previously painted exterior bin enclosure surfaces	\$1,356
- Repaint bin enclosure ceiling	\$904
- Repaint handrails	\$533
- Repaint bin enclosure walls	\$387
- Capital Replacement - General	\$2,006

DRIVEWAYS, PATHWAYS & PARKING

- Repaint line marking	\$674
------------------------	-------

FENCING

- Repaint boundary wall/fence	\$1,895
-------------------------------	---------

Total Forecast Expenditure for year - March 2026 (Inc GST): **\$7,756**

Includes GST amount of : **\$705**

March 2027	Expense Inc GST
-------------------	----------------------------

SUPERSTRUCTURE

- Capital Replacement - General	\$2,106
---------------------------------	---------

DRIVEWAYS, PATHWAYS & PARKING

- Maintain pathways	\$1,070
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FURNITURE & FITTINGS

- Ongoing replacement of bin enclosure lighting	\$369
---	-------

ROOF

- Provision to maintain bin enclosure roof fixtures and flashings	\$369
---	-------

Total Forecast Expenditure for year - March 2027 (Inc GST): **\$3,913**

Includes GST amount of : **\$356**

March 2028	Expense Inc GST
-------------------	--------------------

SUPERSTRUCTURE

- Capital Replacement - General	\$2,211
---------------------------------	---------

EXTERNAL WORKS

- Maintain common pipework	\$5,433
----------------------------	---------

<u>Total Forecast Expenditure for year - March 2028 (Inc GST):</u>	<u>\$7,644</u>
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Includes GST amount of :	\$695
--------------------------	-------

March 2029	Expense Inc GST
-------------------	--------------------

SUPERSTRUCTURE

- Capital Replacement - General	\$2,322
---------------------------------	---------

DRIVEWAYS, PATHWAYS & PARKING

- Maintain driveway	\$8,916
---------------------	---------

FURNITURE & FITTINGS

- Maintain signage	\$1,365
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<u>Total Forecast Expenditure for year - March 2029 (Inc GST):</u>	<u>\$12,603</u>
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Includes GST amount of :	\$1,146
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March 2030	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$2,438
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<u>Total Forecast Expenditure for year - March 2030 (Inc GST):</u>	<u>\$2,438</u>
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Includes GST amount of :	\$222
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March 2031	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$2,560
---------------------------------	---------

DRIVEWAYS, PATHWAYS & PARKING

- Replace traffic mirror	\$667
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<u>Total Forecast Expenditure for year - March 2031 (Inc GST):</u>	<u>\$3,226</u>
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Includes GST amount of :	\$293
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March 2032	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$2,688
---------------------------------	---------

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$3,104
--	---------

<u>Total Forecast Expenditure for year - March 2032 (Inc GST):</u>	<u>\$5,792</u>
--	----------------

Includes GST amount of :	\$527
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March 2033	Expense Inc GST
-------------------	--------------------

SUPERSTRUCTURE

- Capital Replacement - General	\$2,822
---------------------------------	---------

DRIVEWAYS, PATHWAYS & PARKING

- Maintain pathways	\$1,434
---------------------	---------

ROOF

- Provision to maintain bin enclosure roof fixtures and flashings	\$494
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<u>Total Forecast Expenditure for year - March 2033 (Inc GST):</u>	<u>\$4,750</u>
--	----------------

Includes GST amount of :	\$432
--------------------------	-------

March 2034	Expense Inc GST
-------------------	--------------------

SUPERSTRUCTURE

- Capital Replacement - General	\$2,963
---------------------------------	---------

FURNITURE & FITTINGS

- Ongoing replacement of bin enclosure lighting	\$519
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<u>Total Forecast Expenditure for year - March 2034 (Inc GST):</u>	<u>\$3,482</u>
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Includes GST amount of :	\$317
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March 2035	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$3,111
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<u>Total Forecast Expenditure for year - March 2035 (Inc GST):</u>	<u>\$3,111</u>
--	----------------

Includes GST amount of :	\$283
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March 2036	Expense Inc GST
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SUPERSTRUCTURE

- Repaint previously painted exterior bin enclosure surfaces	\$2,209
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- Repaint bin enclosure ceiling	\$1,473
---------------------------------	---------

- Repaint handrails	\$869
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- Repaint bin enclosure walls	\$631
-------------------------------	-------

- Capital Replacement - General	\$3,267
---------------------------------	---------

DRIVEWAYS, PATHWAYS & PARKING

- Repaint line marking	\$1,098
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FENCING

- Replace cyclone/mesh fencing in 25 years (partial accrual)	\$2,869
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- Repaint boundary wall/fence	\$3,087
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FIRE PROTECTION SYSTEMS

- Provision to replace fire hose reel	\$1,029
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<u>Total Forecast Expenditure for year - March 2036 (Inc GST):</u>	<u>\$16,531</u>
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Includes GST amount of :	\$1,503
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ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
SUPERSTRUCTURE																		
- Repaint previously painted exterior bin enclosure surfaces	\$966	2026	10					1356										2209
- Repaint bin enclosure ceiling	\$644	2026	10					904										1473
- Repaint handrails	\$380	2026	10					533										869
- Repaint bin enclosure walls	\$276	2026	10					387										631
- Capital Replacement - General	\$1,429	2022	1	1650	1732	1819	1910	2006	2106	2211	2322	2438	2560	2688	2822	2963	3111	3267
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain pathways	\$726	2027	6						1070						1434			
- Maintain driveway	\$5,486	2029	8								8916							
- Repaint line marking	\$480	2026	10					674										1098
- Replace traffic mirror	\$372	2031	15										667					
EXTERNAL WORKS																		
- Maintain common pipework	\$3,510	2028	9							5433								
FENCING																		
- Replace cyclone/mesh fencing in 25 years (partial accrual)	\$1,254	2036	3															2869

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
FENCING																		
- Repaint boundary wall/fence	\$1,350	2026	10					1895										3087
FURNITURE & FITTINGS																		
- Maintain signage	\$840	2029	14								1365							
- Ongoing partial replacement of exterior lighting	\$1,650	2025	7				2206							3104				
- Ongoing replacement of bin enclosure lighting	\$250	2027	7						369							519		
FIRE PROTECTION SYSTEMS																		
- Provision to replace fire hose reel	\$450	2036	20															1029
ROOF																		
- Provision to maintain bin enclosure roof fixtures and flashings	\$250	2027	6						369						494			
Total				1650	1732	1819	4116	7756	3913	7644	12603	2438	3226	5792	4750	3482	3111	16531
Includes GST amount of				150	157	165	374	705	356	695	1146	222	293	527	432	317	283	1503

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
SUPERSTRUCTURE																		
- Repaint previously painted exterior bin enclosure surfaces	\$966	2026	10	245	503	774	1058	1356	176	360	554	757	970	1195	1430	1677	1937	2209
- Repaint bin enclosure ceiling	\$644	2026	10	164	335	516	705	904	117	240	369	505	647	797	954	1118	1291	1473
- Provision to replace bin enclosure sliding doors in 30 years	\$1,540	2051	35	110	226	347	475	609	750	897	1052	1215	1386	1565	1754	1952	2160	2378
- Repaint handrails	\$380	2026	10	96	198	304	416	533	69	142	218	298	382	470	563	660	762	869
- Repaint bin enclosure walls	\$276	2026	10	70	144	221	302	387	50	103	158	216	277	341	408	479	553	631
- Capital Replacement - General	\$1,429	2022	1	1650	1732	1819	1910	2006	2106	2211	2322	2438	2560	2688	2822	2963	3111	3267
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain pathways	\$726	2027	6	157	322	496	678	869	1070	211	432	665	909	1165	1434	282	579	890
- Maintain driveway	\$5,486	2029	8	934	1914	2943	4024	5159	6351	7602	8916	1379	2828	4349	5945	7622	9383	11231
- Repaint line marking	\$480	2026	10	122	250	385	526	674	87	179	275	376	482	594	711	834	963	1098
- Replace traffic mirror	\$372	2031	15	53	109	167	229	293	361	432	506	585	667	64	132	202	277	355
EXTERNAL WORKS																		
- Maintain common pipework	\$3,510	2028	9	667	1368	2104	2876	3687	4539	5433	764	1567	2410	3294	4223	5199	6223	7299

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
FENCING																		
- Replace cyclone/mesh fencing in 25 years (partial accrual)	\$1,254	2036	3	133	273	419	573	735	904	1083	1270	1466	1672	1889	2116	2355	2606	2869
- Repaint boundary wall/fence	\$1,350	2026	10	343	703	1081	1478	1895	245	503	774	1058	1356	1669	1998	2344	2706	3087
FURNITURE & FITTINGS																		
- Maintain signage	\$840	2029	14	143	293	451	616	790	972	1164	1365	138	283	435	594	762	938	1123
- Ongoing partial replacement of exterior lighting	\$1,650	2025	7	512	1049	1614	2206	381	782	1202	1643	2107	2593	3104	536	1100	1691	2312
- Ongoing replacement of bin enclosure lighting	\$250	2027	7	54	111	171	234	300	369	64	131	201	275	352	434	519	90	184
FIRE PROTECTION SYSTEMS																		
- Provision to replace fire hose reel	\$450	2036	20	48	98	150	206	263	324	388	455	526	600	677	759	845	935	1029
ROOF																		
- Provision to replace bin enclosure guttering in 30 years	\$825	2051	35	59	121	186	254	326	402	481	564	651	742	839	940	1046	1157	1274
- Provision to replace bin enclosure down pipes in 30 years	\$195	2051	35	14	29	44	60	77	95	114	133	154	175	198	222	247	273	301
- Provision to maintain bin enclosure roof fixtures and flashings	\$250	2027	6	54	111	171	234	300	369	73	149	229	313	401	494	97	200	307
TOTAL ACCRUALS				3978	8157	12544	14944	13789	16224	15238	9447	14093	18300	20294	23719	28821	34724	27654

* 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

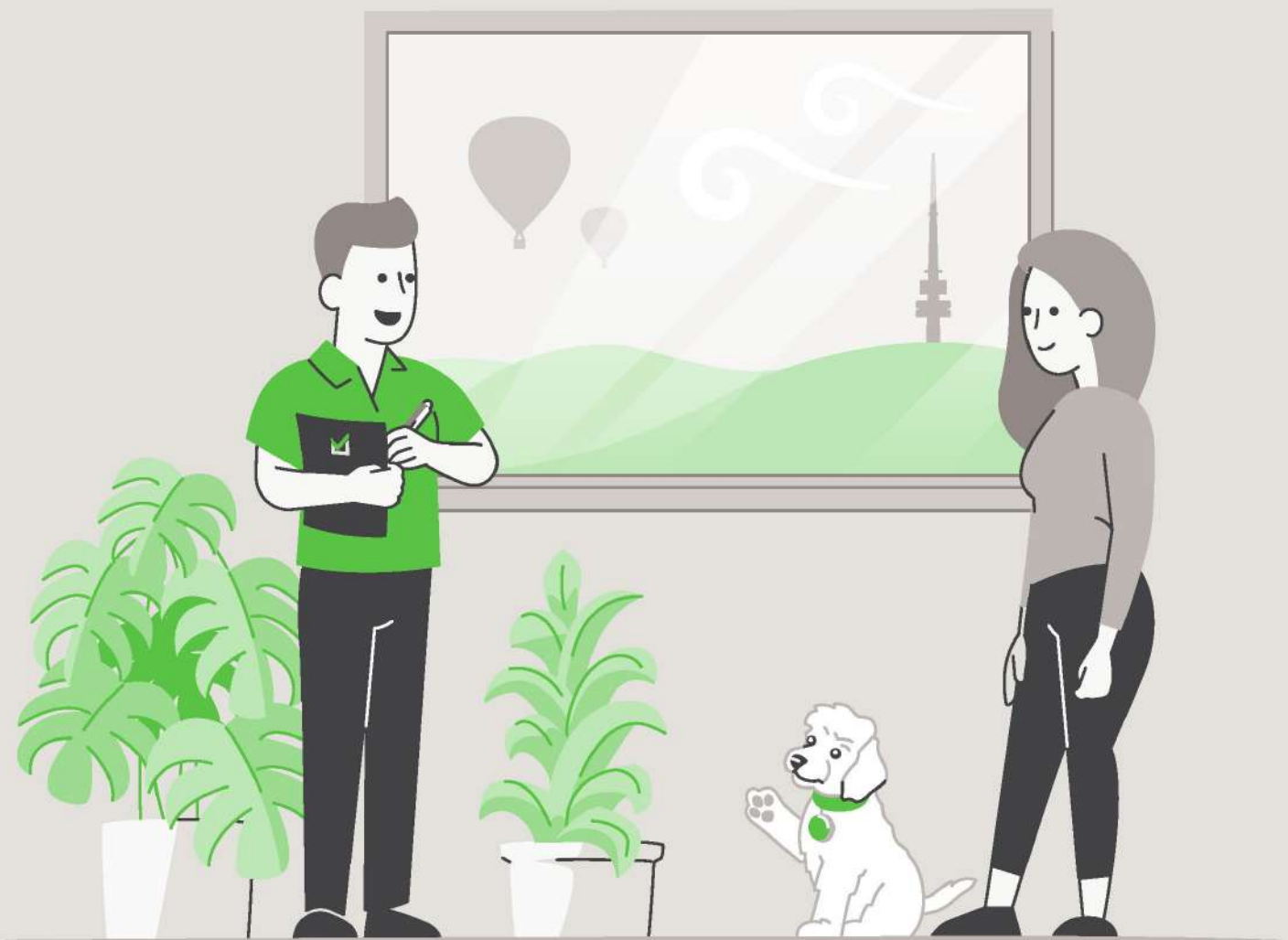
- Part or parts of the common property building interior that were not readily accessible
- Part or parts of the building exterior were not readily accessible
- Part or parts of the roof exterior that were not readily visible from ground or floor level or obstructed at the time of inspection because 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.





Building Report
Timber Pest Inspection Report
Compliance Report
Conveyancing Report
Energy Efficiency Rating
Insurance Certificates
Tax Invoice

Report



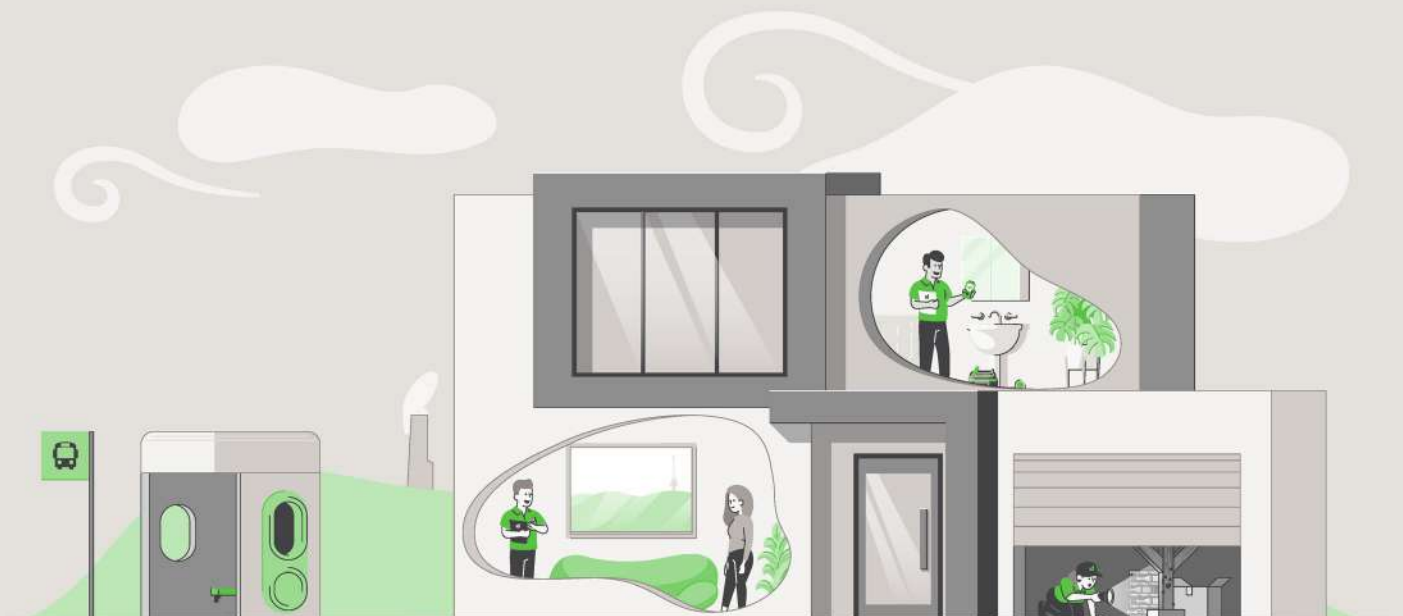
LIMITED LIABILITY TO A PURCHASER WITHIN THE AUSTRALIAN CAPITAL TERRITORY

This Report is made solely for the use and benefit of the Client. The Consultant is not liable for any reliance placed on this report by any third party. However, within the ACT only and in accordance with the Civil Law (Sale of Residential Property) Act 2003 and the Civil Law (Sale of Residential Property) Regulations 2004, a copy of the report must be attached to the Contract for Sale and may in certain circumstances be relied upon by the Purchaser of residential property.

The circumstances in which a Purchaser of residential property within the ACT may rely on this report in respect of the state of the property at the time of the inspection are as follows:

- (a)** The inspection was carried out no earlier than three months before the day the property was first advertised or offered for sale or listed by an agent; and
- (b)** The date on which the contract was entered into was not more than 180 days after the date of the inspection.
- (c)** The report is provided to the Purchaser prior to or at the time the Contract for Sale is entered into between the Purchaser and vendor.
- (d)** The service requested is the Standard Inspection Report.

Building Report



CONCLUSION AND SUMMARY

The purpose of the Inspection is to identify the major defects and safety hazards associated with the property at the time of the Inspection. The Inspection and reporting are limited to a visual assessment of the Building Members in accord with Appendix C AS4349.1-2007.

The overall condition of this building has been compared to similar constructed buildings of approximately the same age where those buildings have had a maintenance program implemented to ensure that the building members are still fit for purpose.

The incidence of Major Defects in this Residential Building as compared with similar Buildings is considered: **Low**

The incidence of Minor Defects in this Residential Building as compared with similar Buildings is considered: **Low**

The overall condition of this Residential Dwelling in the context of its age, type and general expectations of similar properties is: **Average**

Please Note: This is a general appraisal only and cannot be relied upon on its own – read the Report in its entirety.

This Summary is supplied to allow a quick and superficial overview of the Inspection results. This Summary is NOT the Report and cannot be relied upon on its own. This Summary must be read in conjunction with the full Report and not in isolation from the Report. If there should happen to be any discrepancy between anything in the Report and anything in this Summary, the information in the Report shall override that in this Summary.

PROPERTY STATISTICS

Building Report	Average
Compliance Report	No unapproved structures
Pest Inspection	No active subterranean termites (live specimen) were found
Energy Efficiency Rating	6.0 Stars
Inspection Date	Tuesday, May 19 th 2026
Name of Assessor	Joel Griggs
Reference Number	70107
Address of Property Inspected	31/1 Rouseabout Street, Lawson ACT 2617
Client	Cox
Unit, Block and Section	Unit 31 Block 1 Section 30 LAWSON
Year original residence COU was issued	2016
House size (approximately)	Upper Level: 56.44m ² Lower Level: 43.11m ² Garage: 28.83m ² Total: 128.38m ²
Weather conditions at time of Inspection	Rain
Occupancy Status	Occupied

*The table above is to be used as a quick reference. Please read the full Report before reaching your conclusion regarding the condition of the Property.

Whilst every care has been taken to ensure the accuracy of the property house and block size, we accept no responsibility for any inaccuracies as supplying this information exceeds a standard building inspection under AS4349.1-2007.

PROPERTY CONSTRUCTION DETAILS

Flooring	Concrete to ground level. Timber floor framing to upper floor level
External walls	Rendered polystyrene cladding and double brick
Roof framing	Timber: Truss roof framing
Roof cladding	Colorbond roof cladding
Glazing	Double glazed windows
Cooktop	Gas cooktop
Oven	Electric oven
Dishwasher	Asko

*Whilst every care has been taken to ensure the accuracy of the property construction details, we accept no responsibility for any inaccuracies of construction details or testing of appliances.

GENERAL ACCESS LIMITATIONS

Internal	At the time of inspection, the building was furnished. This allows for a limited inspection in areas not restricted by furnishings, stored goods, floor mats, etc.
External	No inspection was made to sections of the residence and/or structures built on the side boundary The inspection of the exterior was restricted to the immediate exterior of the unit
Roof void	NOTE. Inspection around the eaves was restricted due to low pitch and clearance to allow bodily access in this area. This allows only for a limited visual inspection from a distance to be carried out. Other restrictions found in the roof void: The inspection of the roof void was restricted to a visual inspection from the roof access point due to the low roof pitch not allowing bodily access Insulation on top of ceiling restricting visual inspection of the ceiling framing Ducting flex throughout the roof space restricting access in areas
On-top of roof	No inspection was made to the roof as roof could not be accessed with a 3.6m ladder
Garage	The inspection of the garage was restricted due to stored goods being kept in the area at the time of inspection

*Where access is noted as limited or restricted, it is recommended that access be gained to these areas as these areas may contain concealed defects.

DEFINITIONS

Good	The item is in the Inspector's opinion of an acceptable standard with no defects visible. Superficial defects will not be commented on
Fair	The item in the Inspector's opinion has some minor defects and requires minimal maintenance or repair
Poor	The item in the Inspector's opinion needs significant repair or replacement

ENTRANCE

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good

FAMILY ROOM

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Various joints in the floating floor have separated. The floor is still considered to be in a serviceable condition. Repairs are optional

LIVING ROOM

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Wardrobe	Good

KITCHEN

Ceiling	A minor stain was noted in the ceiling around the downlight. The utilities to the bathroom and ensuite were tested for several minutes. A moisture meter used at time of inspection indicated no elevated moisture levels present. Recommend monitoring
Walls	Good
Floor coverings	Various joints in the floating floor have separated. The floor is still considered to be in a serviceable condition. Repairs are optional. Several floor trims are missing in areas to the base of the kitchen. Recommend replacing trims
Kitchen cupboards	The overall condition of the kitchen joinery is fair/typical for a home of this age
Bench top	Good
Splashback	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

HALLWAY

Ceiling	Good
Walls	Good
Floor coverings	Good

STAIRWELL

Ceiling	Good
Walls	Good
Floor coverings	Good
Handrail	Good

STUDY

Ceiling	Good
Walls	Good
Door and door hardware	The striker plate on the door jamb needs adjustment to allow the door to latch
Floor coverings	Good
Wardrobe	Good

BEDROOM 1

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Wardrobe	Good

ENSUITE

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Shower screen	Good
Water leakage in shower area?	There was no water leakage detected
Floor and wall tiles in shower area	Good
Basin	Good
Taps	Good
Toilet suite	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

BATHROOM

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Water leakage in shower area?	There was a small leak noted between the bottom of the shower screen and the floor when the shower was run. Recommend re-sealing
Floor and wall tiles in shower area	Good
Basin	Good
Taps	Good
Toilet suite	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

POWDER ROOM

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Basin	Good
Taps	Good
Toilet suite	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

LAUNDRY

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Laundry tub	Good
Splashback	The silicone joint between the tub/bench and the bottom of the splashback requires re-application. This is part of normal ongoing maintenance
Exhaust fan	The exhaust fan was operational at the time of inspection

ROOF CAVITY

Construction	Good
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EXTERIOR

Paths	Good. No major cracking noted
Eaves	Good
External walls	Various areas of minor cracking noted in the external walls. The cracking found was not of major structural significance. There is evidence of minor patching in the walls
Windows	Good
Fences/stone letterbox	Good. No major cracking noted
Gate	Good
Front and rear balcony	Good. Recommend ensuring the drainage points remain clear of debris
Porch	Several drummy floor tiles were noted, causing the grout to come away in areas. The tiles are still considered to be serviceable; however, repairs may be required in the future. A cracked/fractured tile was noted. The tile is still considered to be in serviceable condition and repairs are optional
Site drainage	The site generally drains away from the perimeter of the building

GARAGE

Slab	Good. Some minor cracking of the concrete was noted. The cracking found is considered normal
Ceiling	There are signs of slight sagging in the ceiling (plasterboard separation). This is typical for a home of this age and can be left as is and monitored
Walls	Good. No major cracking noted
Garage door	Good
Is an auto opener installed on the roller door?	Yes
Access door	Good

DEFINITIONS

Above Average: The overall condition is above that consistent with dwellings of approximately the same age and construction. Most items and areas are well maintained and show a reasonable standard of workmanship when compared with buildings of similar age and construction.

Average: The overall condition is consistent with dwellings of approximately the same age and construction. There will be areas or items requiring some repair or maintenance.

Below Average: The Building and its parts show some significant defects and/or very poor non- tradesman like workmanship and/or long-term neglect and/or defects requiring major repairs or reconstruction of major building elements.

Client: The person or persons, for whom the Inspection Report was carried out or their Principal (i.e., the person or persons for whom the report is being obtained).

Building Consultant: A person, business or company who is qualified and experienced to undertake a pre-purchase inspection in accordance with Australian Standard AS 4349.1-2007 'Inspection of Buildings. Part 1: Pre-Purchase Inspections – Residential Buildings'. The consultant must also meet any Government licensing requirement, where applicable.

Building & Site: The inspection of the nominated residence together with relevant features including any car accommodation, detached laundry, ablution facilities and garden sheds, retaining walls more than 700 mm high, paths and driveways, steps, fencing, earth, embankments, surface water drainage and storm water run-off within 30 m of the building, but within the property boundaries. In the case of strata and company title properties, the inspection is limited to the interior and immediate exterior of the nominated residence and does not include inspection of common property.

Readily Accessible Areas: Areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels or accessible from a 3.6 metre ladder, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. Or where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length.

Structure: The loadbearing part of the building, comprising the Primary Elements.

Primary Elements: Those parts of the building providing the basic loadbearing capacity to the Structure, such as foundations, footings, floor framing, loadbearing walls, beams, or columns. The term 'Primary Elements' also includes other structural building elements including those that provide a level of personal protection such as handrails; floor-to-floor access such as stairways; and the structural flooring of the building such as floorboards.

Secondary Elements: Those parts of the building not providing loadbearing capacity to the Structure, or those non-essential elements which, in the main, perform a completion role around openings in Primary Elements and the building in general such as non-loadbearing walls, partitions, wall linings, ceilings, chimneys, flashings, windows, glazing or doors.

Finishing Elements: The fixtures, fittings and finishes applied or affixed to Primary Elements and Secondary Elements such as baths, water closets, vanity basins, kitchen cupboards, door furniture, window hardware, render, floor, and wall tiles, trim or paint. The term 'Finishing Elements' does not include furniture or soft floor coverings such as carpet and lino.

Major Defect: A defect of significant magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the property.

Minor Defect: A defect other than a Major Defect.

Safety Hazard: Any item that may constitute an immediate or imminent risk to life, health, or property. Occupational, health and safety or any other consequence of these hazards has not been assessed.

Tests: Where appropriate the carrying out of tests using the following procedures and instruments:

Dampness Tests means additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to damp problems. Instrument testing using electronic moisture detecting meter of those areas and other visible accessible elements of construction showing evidence of dampness was performed.

Physical Tests means the following physical actions undertaken by the consultant: opening and shutting of doors, windows and draws; operation of taps; water testing of shower recesses; and the tapping of tiles and wall plaster.

IMPORTANT ADVICE

NB. In the case of strata and company title properties, the Inspection is limited to the interior and immediate exterior of the particular unit being inspected. The exterior above ground floor level is not inspected. The complete Inspection of other common property areas would be the subject of a Special-Purpose Inspection Report which is adequately specified.

Trees: Where trees are too close to the house this could affect the performance of the footing as the moisture levels change in the ground. A Geotechnical Inspection can determine the foundation material and provide advice on the best course of action with regards to the trees.

The Septic Tanks: Should be inspected by a licensed plumber.

Swimming Pools: Swimming Pools/Spas are not part of the Standard Building Report under AS4349.1-2007 and are not covered by this Report. We strongly recommend a pool expert should be consulted to examine the pool and the pool equipment and plumbing, as well as the requirements to meet the standard for pool fencing. Failure to conduct this Inspection and put into place the necessary recommendations could result in finds for non-compliance under the legislation.

Surface Water Drainage: The retention of water from surface run off could have an effect on the foundation material which in turn could affect the footings to the house. Best practice is to monitor the flow of surface water during rainfall and stormwater runoff and have the water directed away from the house or to storm water pipes by a licensed plumber/drainier.

Weep Holes: External brick (and stone) walls are a porous material that behave much like a sponge. During a rain event, the masonry wall absorbs water and actually stores it. The weep holes are designed for two purposes. 1. To provide an opening to allow water to drain out through the bottom of the wall. 2. To allow ventilating air to enter behind the wall to help dry the structure. If weep holes have been noted as being not installed, it is recommended to consult a builder on how to best rectify the problem.

Water Leaks from Roof: The inspector cannot, and does not, offer an opinion on whether the roof currently leaks or may be subject to future leaks. The only way to determine whether a roof is absolutely watertight is to make observations during prolonged rainfall.

Subfloor dampness: The presence of dampness is not always consistent as the prevailing and recent weather conditions at the time an inspection is carried out may affect the detection of damp problems. The absence of any dampness at the time of inspection does not necessarily mean the building will not experience some damp problems in other weather conditions. Likewise, whether or not services have been used for some time prior to an inspection being carried out will affect the detection of dampness.

Shower: Where a shower recess has been water tested, and no leakage was evident, this does not necessarily mean that the shower will not leak after prolonged use. Accordingly, to fully detect and assess a damp problem may require the monitoring of the building over a period of time.

SCOPE AND LIMITATIONS

Any person who relies upon the contents of this Report does so acknowledging that the following clauses, which define the Scope and Limitations of the Inspection, form an integral part of the Report.

1) This Report is not an all-encompassing Report dealing with the building from every aspect. It is a reasonable attempt to identify any obvious or significant defects apparent at the time of the Inspection. Whether or not a defect is considered significant or not, depends to a large extent upon the age and type of the building inspected. This Report is not a Certificate of Compliance with the requirements of any Act, Regulation, Ordinance or By-law. It is not a structural Report. Should you require any advice of a structural nature you should contact a structural engineer.

2) This is a visual Inspection only, limited to those areas and sections of the property fully accessible and visible to the Inspector on the date of Inspection. The Inspection DID NOT include breaking apart, dismantling, removing, or moving objects including, but not limited to, foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances, or personal possessions. The inspector CANNOT see inside walls, between floors, inside skillion roofing, behind stored goods in cupboards and other areas that are concealed or obstructed. The inspector DID NOT dig, gouge, force or perform any other invasive procedures. Visible timbers CANNOT be destructively probed or hit without the written permission of the property owner.

3) This Report does not and cannot make comment upon: Defects that may have been concealed; the assessment or detection of defects (including rising damp and leaks) which may be subject to the prevailing weather conditions; whether or not services have been used for some time prior to the Inspection and whether this will affect the detection of leaks or other defects (e.g. In the case of shower enclosures the absence of any dampness at the time of the inspection does not necessarily mean that the enclosure will not leak); the presence or absence of timber pests; gas-fittings; common property areas; environmental concerns; the proximity of the property to flight paths, railways, or busy traffic; noise levels; health and safety issues; heritage concerns; security concerns; fire protection; site drainage (apart from **surface** water drainage); swimming pools and spas (non-structural); detection and identification of illegal building work; detection and identification of illegal plumbing work; durability of exposed finishes; neighbourhood problems; document analysis; electrical installation; any matters that are solely regulated by statute; any area(s) or item(s) that could not be inspected by the consultant.

Accordingly, this Report is NOT a guarantee that defects and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property.

NB. Such matters may, upon request, be covered under the terms of a 'Special-Purpose Property Report'.

4) Consumer Complaints Procedure: In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, you must notify us as soon as possible of the dispute or claim by email, fax, or mail. You must allow us (which includes persons nominated by us) to visit the property (which visit must occur within twenty eight (28) days of your notification to us) and give us full access in order that we may fully investigate the complaint. You will be provided with a written response to your dispute or claim within twenty-eight (28) days of the date of the Inspection.

If you are not satisfied with our response, you must within twenty one (21) days of your receipt of our written response, refer the matter to a Mediator nominated by us from the Institute of Arbitrators and Mediators of Australia. The cost of the Mediator will be borne equally by both parties, and as agreed as part of the mediated settlement.

Should the dispute or claim not be resolved by mediation, then the dispute or claim will proceed to arbitration. The Institute of Arbitrators and Mediators of Australia will appoint an Arbitrator who will hear and resolve the dispute. The arbitration, subject to any directions of Arbitrator, will proceed in the following manner:

(a) The parties must submit all written submissions and evidence to the Arbitrator within twenty one (21) days of the appointment of the Arbitrator; and

(b) The arbitration will be held within twenty one (21) days of the Arbitrator receiving the written submissions.

The Arbitrator will make a decision determining the dispute or claim within twenty one (21) of the final day of the arbitration. The Arbitrator may, as part of his determination, determine what costs, if any, each of the parties are to pay and the time by which the parties must be paid any settlement or costs.

The decision of the Arbitrator is final and binding on both parties. Should the Arbitrator order either party to pay any settlement amount or costs to the other party but not specify a time for payment, then such payment shall be made within twenty one (21) days of the order.

NB. In the event that you do not comply with the above Complaints Procedure and commence litigation against us, then you agree to fully indemnify us against any awards, costs, legal fees, and expenses incurred by us in having your litigation set aside or adjourned to permit the foregoing Complaints Procedure to complete.

5) Asbestos Disclaimer: “No Inspection for Asbestos was carried out at the property, and no Report on the presence or absence of Asbestos is provided”.

Buildings built prior to 1982 may have wall and/or ceiling sheeting, and other products including roof sheeting that contains Asbestos. Even buildings built after this date, up until the early 90s, may contain some Asbestos. Sheeting should be fully sealed. If you are concerned, the building was built prior to 1990, or if asbestos is noted as present within the property, then you should seek advice from a qualified asbestos removal expert as to the amount and importance of the asbestos present and the cost of sealing or removal. Drilling, cutting, or removing sheeting or products containing Asbestos is a high risk to peoples’ health. You should seek advice from a qualified asbestos removal expert.

6) Mould (Mildew and non-wood decay fungi) Disclaimer: Mildew and non-wood decay fungi are commonly known as mould. However, mould and their spores may cause health problems or allergic reactions, such as asthma and dermatitis in some people. No Inspection for mould was carried out at the property, and no Report on the presence or absence of mould is provided. If mould is noted as present within the property, or if you notice mould and you are concerned as to the possible health risk resulting from its presence, then you should seek advice from your local Council, State or Commonwealth Government Health Department, or a qualified expert such as an Industry Hygienist.

7) Magnesite Flooring Disclaimer: No Inspection for Magnesite Flooring was carried out at the property, and no Report on the presence or absence of Magnesite Flooring is provided. You should ask the owner whether Magnesite Flooring is present and/or seek advice from a Structural Engineer.

8) Estimating Disclaimer: Any estimates provided in this Report are merely opinions of possible costs that could be encountered, based on the knowledge and experience of the inspector, and are not estimates in the sense of being a calculation of the likely costs to be incurred. The estimates are NOT a guarantee or quotation for work to be carried out. The actual cost is ultimately dependent upon the materials used, standard of work carried out, and what a contractor is prepared to do the work for. It is recommended in ALL instances that multiple independent quotes are sourced prior to any work being carried out. The inspector accepts no liability for any estimates provided throughout this Report.

9) Note: If the Client has any doubt about the purpose, scope, and acceptance criteria on which the Report was based please discuss your concerns with the Consultant on receipt of the Report. The Client acknowledges that, unless stated otherwise, the Client as a matter of urgency should implement any recommendation or advice given in this Report.

IMPORTANT DISCLAIMER

Disclaimer Liability: No Liability shall be accepted on an account of failure of the Report to notify any problems in the area(s) or section(s) of the subject property physically inaccessible for Inspection, or to which access for Inspection is denied by or to the Inspector (including but not limited to or any area(s) or section(s) so specified by the Report).

Disclaimer of Liability to Third Parties: Compensation will only be payable for losses arising in contract or tort sustained by the Client named on the front of this Report. Any third party acting or relying on this Report, in whole or in part, does so entirely at their own risk. However, if ordered by a Real Estate Agent or a Vendor for the purpose of auctioning a property, then the Inspection Report may be ordered up to seven (7) days prior to the auction, copies may be given out prior to the auction and the Report will have a life of 14 days during which time it may be transferred to the purchaser. Providing the purchaser agrees to the terms of this agreement, then they may rely on the Report subject to the terms and conditions of this agreement and the Report itself.

NB. In the ACT under the Civil Law (Sale of Residential Property) Act 2003 and Regulations, the Report resulting from this Inspection may be passed to the purchaser as part of the sale process, providing it is carried out no more than three months prior to listing and is not more than six months old.

Limited Liability to a Purchaser within the Australian Capital Territory only: Within the Australian Capital Territory (ACT) and in accordance with the ACT Civil Law (Sale of Residential Property) Act 2003 and Regulations, a copy of the Report may be attached to the Contract for Sale.

WARNING: The Purchaser is advised that this Report reflects the condition of the property existing at the time of the Inspection (Inspection Date) and may not reflect the current state. It is, therefore, very strongly recommended that you promptly arrange for another Inspection and Report in accordance with Australian Standard AS4349.1 to be carried out prior to the expiration of the 'Cooling off Period' and settlement.

This is not a Compliance Report strictly in accordance with Civil Law (Sale of Residential Property) Regulations: The Report may contain copies of any approved plans, building approvals, building permit and Certificates of Occupancy. However, any comments made by the person who prepared the Report as to whether or not, in the opinion of the Inspector, the structures on the land substantially comply with the approved plans (if any) are made on the basis of a cursory glance of the plans and not upon a detailed examination. Any opinion expressed as to whether or not any building approval or approval under the Land (Planning and Environment) Act, 1991, is based on the limited knowledge and belief, at the time, of the Inspector. The Purchaser is advised that a Special Purpose Report is available through the Inspector to advise more fully in respect to these matters. The structures may have been damaged by pests, storm, strong wind or fire or the Vendor may have carried out alterations and/or additions to the Property since the Inspection Date. The Report may no longer reflect the true condition of the Property. The structure(s) may no longer be in accordance with the attached plans etc. IT IS STRONGLY RECOMMENDED that, if the Purchaser has any concerns in respect to the compliance of the structures, a Special Purpose Report be obtained. Alternatively, the Purchaser should rely upon his, her or their own enquiries.

Contact the Inspector: Please feel free to contact the Inspector who carried out this Inspection. Often it is very difficult to fully explain situations, problems, access difficulties, building faults or their importance in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this Report, then you should immediately contact the Inspector and have the matter explained to you. If you have any questions at all, or require any clarification, then contact the Inspector prior to acting on this Report.

OTHER INSPECTIONS AND REPORTS REQUIRED

It is strongly recommended that the following Inspections and Reports be obtained prior to any decision to purchase the Property. Obtaining these Reports will better equip the purchaser to make an informed decision. Although appliances may be listed in the Report, they have not been tested as this is outside the scope of the standard Building Inspection. Other Inspections we recommend the purchaser obtains before making their decision are:

- Electrical Inspection,
- Plumbing Inspection,
- Structural (Engineer),
- Geotechnical Inspection,
- Drainage Inspection,
- Asbestos Inspection,
- Mould Inspection,
- Gas fitting Inspection,
- Appliances Inspection,
- Air-conditioning Inspection,
- Alarm/Intercom/Data Systems,
- Hydraulics Inspection,
- Mechanical Services,
- Hazards Inspection,
- Fire/Chimney Inspection,
- Estimating Report,
- Garage Door Mechanical,
- Durability exposed surfaces

SMOKE DETECTORS

The occupier/purchaser should satisfy themselves as to the working condition of the smoke detectors, if installed. It is highly recommended that suitable smoke detectors be installed in all residential properties. AS 3786 advises that smoke detectors are required for all buildings where people sleep. It is recommended that an electrician be consulted to advise on those installed or install these detectors.

CRACKING OF BUILDING ITEMS

Regardless of the type of crack(s), a Pre-Purchase Building Inspector carrying out a Pre-Purchase Inspection within the scope of a visual Inspection is unable to determine the expected consequences of the cracks.

Obtaining Information regarding the below all fall outside the scope of this Pre-Purchase Inspection:

- (a)** The nature of the foundation material on which the building is resting,
- (b)** The design of the footings,
- (c)** The site landscape,
- (d)** The history of the cracks and,
- (e)** Carrying out an invasive Inspection.

However, the information obtained from the five items above is valuable in determining the expected consequences of the cracking and any remedial work needed. Cracks that are small in width and length on the day of the Inspection may have the potential to develop over time into structural problems for the homeowner, resulting in major expensive rectification work being carried out. If cracks have been identified in the Report above, then a Structural Engineer is required to determine the significance of the cracking prior to a decision to purchase.

NOTICE TO THE PURCHASER (ACT ONLY)

(a) At the Exchange, and prior to the 'Cooling-off Period', you were given an Inspection Report on the property you intend on purchasing. This Report reflects the condition of the property existing at the time of the Inspection (Inspection Date) and may not reflect the current state. The structures may have been damaged by pests, storm, strong wind or fire or the vendor may have carried out alterations and/or additions to the property since the Inspection date. The Report may no longer reflect the true condition of the property. The structure(s) may no longer be in accordance with the attached plans etc. It is, therefore, very strongly recommended that you urgently arrange for another Inspection and Report in accordance with Australian Standard AS 4349.1 to be carried out prior to exchange, or prior to the expiration of any 'Cooling Off Period' and prior to settlement.

(b) If the Report indicated the presence of termite damage, or recommends any other Inspections or treatments, you should obtain copies of these Reports and any treatment proposals, certificates of treatment carried out, including details of all repairs including copies of quotations, invoices, and any other Reports. It is strongly recommended that you arrange for an Inspection and Report in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2, and a further building Inspection in accordance with AS 4349.1.

(c) If you fail to procure a further Inspection and Report as recommended in (a) and (b), or fail to obtain copies of other Reports, treatment proposals, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other Reports as recommended in (b) above, then you agree that you have decided not to have a further Inspection and Report carried out, or to obtain copies of treatment proposals, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other Reports and have relied upon your own enquires and the Report, knowing the possible consequences, and that the condition of the property, as stated in the Report, may have changed.

(d) You agree that the person carrying out the Inspection **and** the company, partnership or sole trader that employs that person will have no liability to you for any damage or loss you may suffer as a result of your entering the contract to purchase the property, or in connection with completing the purchase of the property as a result of your failure to heed the advice given in (a) and (b) and the warning contained in (c) above, and may use such failure in defense of any claim that you may later make against any of them.

NB. It is a condition of your right to rely upon the Report that you transmit by fax, post, or otherwise deliver the signed "Notice to the Purchaser" (ACT only) to the company, partnership or sole trader at the address detailed on the front of the Report not less than four (4) days prior to the date of settlement. If you fail to complete, sign, or deliver the Notice then it will be deemed that you did not rely upon the report in respect to your decision as to whether or not to purchase the property. This may seriously affect any rights to future compensation to which you may be entitled.

Please cross out the statement below that does not apply: - At the date of settlement, not more than 180 days will have elapsed since the Inspection date.

1. I/We have read and understood the 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause of the Report, and this Notice to the Purchaser. I/We have not arranged for another inspection and report in respect of the property, and it is my/our intention to **rely upon the findings contained in the report**; or

2. I/We have **arranged for another Inspection of the Property and Report** to be carried out, which I/We will use in conjunction with this Report in deciding whether to proceed with the purchase of the property; or

3. I/We have read and understood the 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause of the Report, and this Notice to the Purchaser. I/We have not arranged for another Inspection and Report in respect of the property and have **relied on my/our own enquiries in respect of the condition of the property** as at the date of settlement including any changes in the condition of the property that have taken place since the Inspection date stated in the Report

Timber Pest Report



SUMMARY SHEET

Property Address: 31/1 Rouseabout Street, Lawson ACT 2617
Client: Cox
Inspection Date: Tuesday, May 19th 2026
Inspection carried out by: Joel Griggs

This summary is supplied to allow a quick and superficial overview of the Inspection results. This summary is NOT the Report and cannot be relied upon on its own. This summary must be read in conjunction with the full Report and not in isolation from the Report. If there should happen to be any discrepancy between anything in the Report, and anything in this summary, the information in the Report shall override that in the summary. The Report is subject to conditions and limitations. Your attention is particularly drawn to the clauses, disclaimer of liability to third parties, limited liability to a purchaser with the Australian Capital Territory (ACT), and to the notice to the purchaser at the back of this Report.

1.0 ACCESS LIMITATIONS

There were access limitations to the inspection/report. Please refer to section 1.0 of the report.

2.0 TERMITE ACTIVITY

No active subterranean termites (live specimens) were found.

No visible evidence of subterranean termite workings or damage was found.

3.0 BORER ACTIVITY

No visible evidence of borers of seasoned timbers was found.

4.0 DECAY FUNGI

No evidence of damage caused by wood decay (rot) fungi was found.

For complete and accurate information, please refer to the attached 'Visual Timber Pest Report', which is prepared in accordance with AS 4349.3.

CONDITIONS OF THIS INSPECTION

Important Information:

Any person who relies upon the contents of this Report does so acknowledging that the following clauses, which define the scope and limitations of the Inspection, form an integral part of the Report.

This is a **Visual Inspection Only**, prepared in accordance with AS 4349.3, 'Inspection of Buildings Part 3: Timber Pest Inspections'. Visual Inspection was limited to those areas and sections of the property to which reasonable access (see definition) was both available and permitted on the date of Inspection.

The Inspection **did not** include breaking apart, dismantling, removing, or moving objects including but not limited to – foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances, or personal possessions.

The Inspector **cannot** see inside walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, or in any other areas that are concealed or obstructed.

The Inspector **did not** dig, gouge, force or perform any other invasive procedures. An invasive Inspection will not be performed unless a separate contract is entered into.

In an occupied property, it must be understood that furnishings or household items may be concealing evidence of Timber Pests, which may only be revealed when the items are moved or removed.

In the case of strata type properties, only the interior of the unit is inspected.

Scope of Report:

This Report only deals with the detection or non-detection of Timber Pest Attack and Conditions Conducive to Timber Pest Attack discernible at the time of inspection. The inspection was limited to the Readily Accessible Areas of the Building and Site (see note below) and was based on a visual examination of surface work (excluding furniture and stored items), and the carrying out of Tests. Note. With strata and company title properties, the inspection was limited to the interior and the immediate exterior of the particular residence inspected. Common property was not inspected.

Limitations:

The Client acknowledges:

(a) This Report does not include the inspection and assessment of matters outside the scope of the requested inspection and report.

(b) The inspection only covered the Readily Accessible Areas of the Building and Site. 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 and may include – but are not limited to – roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements, or earth.

(c) The detection of dry wood termites may be extremely difficult due to the small size of the colonies. No warranty of absence of these termites is given.

(d) European House Borer (*Hylotrupes bajulus*) attack is difficult to detect in the early stages of infestation as the galleries of boring larvae rarely break through the affected timber surface. No warranty of absence of these borers is given. Regular inspections including the carrying out of appropriate tests are required to help monitor susceptible timbers.

(e) This is not a structural damage report. Neither is this a warranty as to the absence of Timber Pest Attack.

(f) If the inspection was limited to any particular type(s) of timber pest (e.g., subterranean termites), then this would be the subject of a Special-Purpose Inspection Report, which is adequately specified.

(g) This Report does not cover or deal with environmental risk assessment or biological risks not associated with Timber Pests (e.g., toxic Mould) or occupational, health or safety issues. Such advice may be the subject of a Special-Purpose Inspection Report which is adequately specified and must be undertaken by an appropriately qualified inspector. The choice of such inspector is a matter for the Client.

(h) This Report has been produced for the use of the Client. The Consultant or their firm or company are not liable for any reliance placed on this report by any third party, except as provided in the section Limited Liability To a Purchaser within the Australian Capital Territory.

Determining extent of Damage:

This is not a structural building report, and any inexperienced opinion we provide on timber damage cannot be relied upon. This Report **will not** state the full extent of any Timber Pest damage. It will state Timber Pest Damage found as either 'slight', 'moderate', 'moderate to extensive', or 'extensive', and this information is not the opinion of an expert. If any evidence of Timber Pest activity and/or damage resulting from Timber Pest activity is reported, either in the structure(s) or the grounds of the property, then you must assume that there may be concealed structural damage within the building(s).

This concealed damage may only be found when wall linings, cladding or insulation are removed to reveal previously concealed timbers. In this case, an Invasive Timber Pest Inspection (for which a separate contract is required) is strongly recommended, and you should arrange for a qualified professional such as a builder, engineer, or architect to carry out a structural inspection to determine the full extent of the damage, and the extent of repairs that may be required. You agree that neither we, nor the individual conducting the inspection, are responsible or liable for the repair of any damage, whether disclosed by the Report or not.

Disclaimer of Liability:

No liability shall be accepted on account of failure of the Report to notify any termite activity and/or damage present at, or prior to, the date of the Report, in any area(s) or section(s) of the subject property physically inaccessible for inspection, or to which access for inspection is denied by, or to, the licensed Inspector (including, but not limited to, any area(s) or section(s) specified by the Report).

1.0 ACCESS LIMITATIONS

1.1 Area(s) inspected:

Only structures, fences &/or trees within 50m of the building but within the property boundaries were inspected.

1.2 Common area(s) not inspected:

No Inspection was made, and no Report will be submitted, of inaccessible area(s).

These include, but may not be limited to; cavity walls, concealed frame timbers, eaves, flat roofs, fully enclosed patios, inaccessible parts of the subfloors, inaccessible parts of the roof void, soil concealed by concrete floors, fireplace hearths, wall linings, landscaping, rubbish, floor coverings, furniture, pictures, appliances, stored items, insulation, and hollow blocks/posts etc.

1.3 Area(s) in which visual inspection was obstructed or restricted and why:

Ceiling framing timbers were concealed by insulation. Clothing and other stored items concealed timbers in cupboards and built in robes/closets. Furniture and stored items concealed some of the skirting boards and architraves inside the house. The inspection of the roof void was restricted to a visual inspection from the roof access point due to the low roof pitch not allowing bodily access. Ducting flex throughout the roof space restricting visual inspection in areas. No inspection was made to sections of the residence and/or structures built on the side boundary. The inspection of the exterior was restricted to the immediate exterior of the unit.

NB. Please note that since a complete Inspection of the above area(s) was not possible, Timber Pest activity and/or damage may exist in these areas.

1.4 The property was furnished at the time of inspection.

Where a property is furnished at the time of Inspection, it must be understood that the furnishings and stored goods may be concealing evidence of Timber Pest activity. This evidence may be revealed when the property is vacated, and a further Inspection of the vacant property is strongly recommended if the house was furnished at the time of inspection.

1.5 Undetected timber pest risk assessment is considered Low/Moderate.

NB. Where the risk is considered "Moderate" or "Moderate-High" or "High", a further inspection is strongly recommended of areas that were not readily accessible, and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This may require the moving, lifting or removal of obstructions such as floor coverings, furniture, stored items foliage and insulation. In some instances, it may also require the removal of ceiling and wall linings, and the cutting of traps and access holes. Seek further advice from your Consultant.

2.0 TERMITE ACTIVITY

2.1 No active (live) termites were present at the time of Inspection.

2.2 No visible evidence of subterranean termite workings and/or damage was found.

2.3 A termite nest was not found.

2.4 No evidence of timber damage caused by Termite attack was visible at the time of the Inspection.

NB. Where evidence of termite activity by the *Nasutitermes* or *Coptotermes* species was found in the grounds, the risk to buildings is very high. A treatment to eradicate the termites and to protect the building(s) should be carried out. Where the evidence of termite workings was found in the grounds or the building(s), then the risk of a further attack is very high.

2.5 Very important:

If live termites or any evidence of termite workings or damage was reported above, within the building(s) or in the grounds and fences, then it must be assumed that there may be concealed termite activity and/or timber damage. This concealed activity or damage may only be found when alterations are carried out, such as when wall linings, cladding or insulation are removed; or if you arrange for an invasive Inspection. We claim no expertise in structural engineering or building, and we strongly recommend that you have a qualified professional such as a builder, engineer, architect, or other qualified expert determine the full extent of the damage, if any. This may require an invasive Inspection. We take no responsibility for the repair of any damage, whether disclosed by this Report or not (see 'Terms and Limitations').

Where visual evidence of termite workings and/or damage is reported above, but no live termites were present at the time of Inspection, you must realise that it is possible that termites are still active in the immediate vicinity, and that the termites may continue to cause further damage. It is not possible, without further investigation and a number of Inspections over a period of time, to ascertain whether any infestation is active or inactive. Active termites may simply have not been present at the time of Inspection due to a prior disturbance or climatic conditions, or they may have been utilizing an alternative feeding source.

Continued, regular Inspections are essential. Unless written evidence of a termite protection program in accordance with 'AS 3660' with ongoing Inspections is provided, you must arrange for a treatment in accordance with 'AS 3660' to be carried out to reduce the risk of further attack.

2.6 Previous termite treatment: There were no signs of a termite treatment or evidence of a possible previous termite treatment, at the time of inspection.

NB. If there is evidence of drill holes in concrete or brickwork, bait stations or other signs of a possible previous treatment are reported, then the treatment was probably carried out because of an active termite attack. Extensive structural damage may exist in concealed areas. You should have an invasive Inspection carried out, and have a builder determine the full extent of any damage, and the estimated cost of repairs, as the damage may only be found when wall linings etc. are removed. Normally, if a termite treatment has been carried out, then a durable notice should be located in the metre box, indicating the type of termite shield system, treated zone or combination that has been installed.

2.7 Termite management: A durable notice (termite management notice) was found during the inspection, indicating a barrier system has been installed.

This firm can give no assurances with regard to work that may have been previously performed by other firms. You should obtain copies of all paperwork and make your own enquiries as to the quality of the treatment when it was carried out, and warranty information. In most cases, you should arrange for a treatment in accordance with "Australian Standard 3660" to be carried out to reduce the risk of further attack.

2.8 General remarks:

Where any current visible evidence of Timber Pest activity is found, it is strongly recommended that a more invasive Inspection be performed. Trees on and near the property up to a height of 2 metres, have been visually Inspected where possible and practicable, for evidence of Termite activity. It is very difficult to locate termite nests since they are underground, and evidence in trees is usually well concealed. Therefore, we strongly recommend that you arrange to have the medium to large eucalypt trees within a 50 metre radius of the property test drilled for evidence of termite nests.

3.0 BORER ACTIVITY

3.1 No visible evidence of borers was found.

The **Lyctid Borer** - The most common lyctid borer in Australia is **Lyctus brunneus (powder post beetle)**. Attack usually takes place during the first six to twelve months of the service life of timber. However, the powder post beetle is not considered a significant pest of timber and treatment of infestation is not usually required. As only the sapwood of certain hardwoods is destroyed, larger-dimensional timbers (such as rafters, bearers, and joists) in a building are seldom weakened significantly to cause collapse. The **Anobiid Borer** There are many different species of Anobiid borer, the most frequently encountered being *Anobium punctatum* (furniture beetle) and *Calymnaderus incisus* (Queensland pine beetle). Attack mainly occurs to softwoods especially pine timbers such as floorboards that have been in service for at least ten years. Should any structural timbers be attacked by Anobiid borers it is often difficult to determine what extent the borer damage has weakened such timbers and replacement is often the only way of ensuring safety from collapse.

In the case of Anobiid borers, once an attack is initiated it is unlikely to cease or die out of its own accord without some sort of eradication treatment. Therefore, unless proof of treatment is provided, evidence of an attack must always be considered active. Although a chemical treatment is an option, replacement of infested timbers with non-susceptible, or treated timber, is the most effective method of treatment. Before any option is considered, competent advice (e.g., from a licensed building contractor) should be sought to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work.

Other Borers: A further (more invasive) investigation is strongly recommended to determine whether infestation is still active and to positively identify the borer species responsible for the attack. Always seek further advice from the Consultant.

Management Program: Wherever practical, remove any conditions conducive to attack (e.g., *Anobium* borer thrive in badly ventilated subfloor areas). Regular inspections are recommended at intervals not exceeding 12 months. Always seek further advice from the Consultant.

4.0 DECAY FUNGI

4.1 No evidence of damage caused by wood decay (rot) fungi was found.

NB. If any evidence of fungal decay or damage is reported, you should consult a building expert to determine the full extent of damage, and the estimated cost of repairs or timber.

General Description of Attack Decaying wood contains sufficient moisture to retain its original shape and may have sufficient strength to withstand normal loads. In contrast decayed wood is reduced both in moisture content and size as indicated by cracking either along or across the grain or fibres coming apart in a stringy manner. Decayed wood will have undergone considerable strength reduction.

Economic Significance Fungal decay can cause at one extreme, structural failure of the affected timber, and at the other purely superficial surface damage. The most critical determination is that of which timber is affected and decaying because decay will most likely spread (unless sources of moisture are quickly removed). Affected and decayed timber may warrant timber replacement, but the rot should not spread unless a new moisture source becomes available in that area.

Where evidence of decayed timber exists, competent advice (e.g., from a licensed or registered building contractor) should be sought to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work. It is important to correct any condition conducive to attack prior to replacing decayed wood.

Where evidence of decaying timber exists, competent advice (e.g., from a licensed or registered building contractor) should be sought to remove the condition(s) conducive to attack, and to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work.

Where the full extent of damage or the overall condition of the timber is undetermined a further inspection is strongly recommended by a competent person (e.g., from a licensed or registered building contractor). This may require monitoring of the timber over a period and include the assessment of conditions conducive to attack in different weather conditions (e.g., to determine the adequacy of existing drainage).

Management Program Remove any conditions conducive to attack (e.g., lack of ventilation or the presence of excessive moisture). Regular inspections are recommended at intervals not exceeding 12 months. Always seek further advice from the Consultant.

5.0 CONDITIONS THAT ARE CONDUCTIVE TO TIMBER PESTS

5.1 Water leaks: At the time of the inspection no leaks were found to be present.

Water leaks, especially in or into the subfloor, or against the external walls; increase the likelihood of termite attack. Leaking showers or leaks from other 'wet areas' also increase the likelihood of concealed termite attack. Hot water overflows should be plumbed away from the building.

NB. We claim no expertise in building, and if any leaks were reported, you should consult a plumber or other building expert to determine the full extent of damage, and the estimated cost of repairs.

5.2 Moisture/drainage: Not applicable as the home is built on a concrete slab.

Lack of Adequate Subfloor Ventilation Inadequate ventilation provides a condition suitable for timber pest infestation. For example, subterranean termites thrive in damp humid conditions typical of those provided in a poorly ventilated subfloor space. Where evidence of a lack of adequate ventilation has been identified in the report, the Client should seek competent advice (e.g., from a licensed or registered building contractor) regarding upgrading ventilation. The Presence of Excessive Moisture Ground levels around the building should be maintained in such a way to minimise water entering under the building. Also, the ground surface in subfloor areas should be kept graded to ensure that moisture does not pond or accumulate in any area. Where necessary, sub-surface drains should be installed and maintained to assist with drainage around and under the building. Likewise, the presence of excessive moisture can often be directly related to ventilation limitations and the resultant high humidity. Also, plumbing oversights and defects such as a leaking drain or tap will provide a microclimate conducive to timber pest attack. Where necessary, the Client should seek competent advice (e.g., from a licensed or registered plumbing contractor) to determine the adequacy of existing drainage and remove any conditions conducive to the presence of excessive moisture. The building may need to be monitored over a period of time to detect or confirm a damp problem. The presence of dampness (including moisture) is not always consistent as the prevailing and recent weather conditions at the time an inspection is carried out may affect the detection of damp problems. Importantly, precipitation at or near the time of inspection does not necessarily guarantee that a damp problem will automatically be evident due to such circumstances as prevailing wind conditions or intensity of rainfall. The absence of any dampness at the time of inspection does not necessarily mean the building will not experience some damp problems in other weather conditions. Likewise, whether services have been used for some time prior to an inspection being carried out will affect the detection of dampness.

5.3 Ventilation: Not applicable as the home is built on a concrete slab.

Lack of Adequate Subfloor Ventilation Inadequate ventilation provides a condition suitable for timber pest infestation. For example, subterranean termites thrive in damp humid conditions typical of those provided in a poorly ventilated subfloor space. Where evidence of a lack of adequate ventilation has been identified in the report, the Client should seek competent advice (e.g., from a licensed or registered building contractor) in regard to upgrading ventilation.

5.4 Hot water services and air conditioning units: There is no need for this work to be carried out.

Hot water services and air conditioning units which release water alongside or near to building walls should be piped to a drain (if not possible then several metres away from the building), as the resulting wet area is highly conducive to termites.

5.5 Slab edge exposure: The slab edge inspection zone does not apply to this property.

Where external concrete slab edges are not exposed, there is a high risk of concealed termite entry.

In some buildings built since July 1995, the edge of the slab forms part of the termite shield system. In these buildings an Inspection zone of at least 75mm should be maintained to permit detection of termite entry. The edge should not be concealed by render, tiles, cladding, flashings, adjoining structures, paving, soil, turf, or landscaping etc. Where this is the case, you should arrange to have the slab edge exposed for Inspection.

Concealed termite entry may already be taking place but could not be detected at the time of the Inspection. This may have resulted in concealed timber damage.

NB. A very high proportion of termite attacks are over the slab edge. Covering the slab edge makes concealed entry easy. This is particularly true of infill type slab construction. Termite activity and/or damage may be present in concealed timbers of the building. We strongly recommend frequent regular inspections in accordance with AS 3660.2.

5.6 Weep holes in external walls: Weep holes are not applicable to this property.

It is very important that soil, lawn, concrete paths, or pavers do not cover the weep holes. Sometimes, they have been covered during the rendering of the brick work. They should be clean and free flowing and covering the weep holes in part or in whole may allow undetected termite entry.

5.7 Termite shields: Not applicable as the home is built on a concrete slab.

Termite Shields (Ant Caps) should be in good order and condition, so termite workings are exposed and visible. This helps prevent termites from gaining undetected entry. Joins in the shielding should have been soldered during the installation. If it is observed that the joins in the shielding have not been soldered, then the shielding must be reported as inadequate. It may be possible for a builder to repair the shielding. If not, a chemical treated zone may need to be installed to deter termites from gaining concealed access to the building. Missing, damaged or poor shields increase the risk of termite infestation. If considered inadequate, a builder or other building expert should be consulted.

Other physical shield systems are not visible to inspection and no comment is made on such systems.

5.8 Bridging or breaching of termite barriers and inspection zones: No bridging or breaching was found.

“Bridging” is the spanning of a termite barrier or inspection zone so that subterranean termites are provided with passage over or around that barrier. “Breaching” is the making of a hole or gap in a termite barrier so that termites are provided with a passage through that barrier.

5.9 Other area(s) and/or situations that appear conducive to (may attract) subterranean termite infestation: Medium to large trees and stumps within a 50 metre radius of the property, due to the nesting conditions.

6.0 OVERALL ASSESSMENT OF THE PROPERTY

6.1 Where evidence of live termites, termite damage or termite workings (mudding) was found in the building(s) then the risk of a further attack is extremely high.

Where evidence of live termites, termite damage or termite workings was found in the grounds but not in the building(s) then the risk to buildings must be reported as high to extremely high.

6.2 At the time of the Inspection, the degree of risk of subterranean termite infestation to the overall property was considered to be **Moderate**.

6.3 Subterranean Termite Treatment Recommendation: A management program in accordance with AS 3660-2000 to protect against subterranean termites is considered **not essential, but 6 to 12 monthly inspections are essential**.

6.4 Future Inspections: AS 3660.0-2000 recommends “regular competent Inspections should be carried out at least on an annual basis, but more frequent Inspections are strongly recommended”.

It goes on to inform that “regular Inspections will not prevent termite attack but may help in the detection of termite activity. Early detection will allow remedial treatment to be commenced sooner, and damage to be minimized”.

Due to the degree of risk of subterranean termite infestation noted above and all other findings of this Report; we strongly recommend that a full Inspection and written Report in accordance with AS 4349.3 or AS 3660.2-2000 is conducted at this property every 6 months, but no more than 12 months.

DEFINITIONS

Timber Pest Attack: Means Timber Pest Activity and/or Timber Pest Damage.

Timber Pest Activity: Means telltale signs associated with 'active' (live) and/or 'inactive' (absence of live) Timber Pests at the time of inspection.

Timber Pest Damage: Means noticeable impairments to the integrity of timber and other susceptible materials resulting from attack by Timber Pests.

Major Safety Hazard: Means any item that may constitute an immediate or imminent risk to life, health or property resulting directly from Timber Pest Attack. Occupational, health and safety or any other consequence of these hazards has not been assessed.

Conditions Conducive to Timber Pest Attack: Means noticeable building deficiencies or environmental factors that may contribute to the presence of Timber Pests.

Readily Accessible Areas: Means areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. The term 'readily accessible' also includes accessible subfloor areas on a sloping site where the minimum clearance is not less than 150 mm high, provided that the area is not more than 2 metres from a point with conforming clearance (i.e., 400 mm high by 600 mm wide); and areas at the eaves of accessible roof spaces that are within the consultant's unobstructed line of sight and within arm's length from a point with conforming clearance (i.e. 600 mm high by 600 mm wide).

Client: Means the person or persons for whom the Timber Pest Detection Report was carried out or their Principal (i.e., the person or persons for whom the report was being obtained).

Timber Pest Detection Consultant: Means a person who meets the minimum skills requirement set out in the current Australian Standard AS 4349.3 Inspections of Buildings. Part 3: Timber Pest Inspection Reports or state/territory legislation requirements beyond this Standard, where applicable.

Building and Site: Means the main building (or main buildings in the case of a building complex) and all timber structures (such as outbuildings, landscaping, retaining walls, fences, bridges, trees, and stumps with a diameter greater than 100 mm and timber embedded in soil) and the land within the property boundaries up to a distance of 50 metres from the main building(s).

Timber Pests: Means one or more of the following woods destroying agents which attack timber in service and affect its structural properties:

Chemical Delignification: The breakdown of timber through chemical action.

Fungal Decay: The microbiological degradation of timber caused by soft rot fungi and decay fungi, but does not include Mould, which is a type of fungus that does not structurally damage wood.

Wood Borers: Wood destroying insects belonging to the order 'Coleoptera' which commonly attack seasoned timber.

Termites: Wood destroying insects belonging to the order 'Isoptera' which commonly attack seasoned timber.

Tests: Means additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to attack by Timber Pests. Instrument testing of those areas and other visible accessible timbers/materials/areas showing evidence of attack was performed.

Instrument Testing: Means where appropriate the carrying out of Tests using the following techniques and instruments:

- (a) Electronic moisture detecting meter - an instrument used for assessing the moisture content of building elements.
- (b) Stethoscope - an instrument used to hear sounds made by termites within building elements.
- (c) Probing - a technique where timber and other materials/areas are penetrated with a sharp instrument (e.g., bradawl or pocket knife), but does not include probing of decorative timbers or finishes, or the drilling of timber and trees; and
- (d) Sounding - a technique where timber is tapped with a solid object.

IMPORTANT MAINTENANCE ADVICE REGARDING INTEGRATED PEST MANAGEMENT FOR PROTECTING AGAINST TIMBER PESTS

You should read and understand the following important information. It will help explain what is involved in a Timber Pest Inspection, the difficulties faced by a Timber Pest Inspector, and why it is not possible to guarantee that a property is free of Timber Pests. It also details important information about what you can do to help protect your property from Timber Pests. This information forms an integral part of the Report. Any structure can be attacked by Timber Pests. Periodic maintenance should include measures to minimise possibilities of infestation in and around a property. Factors which may lead to infestation from Timber Pests include situations where the edge of the concrete slab is covered by soil or garden debris, filled areas, areas with less than 400mm clearance, foam insulation at foundations, earth/wood contact, damp areas, leaking pipes, etc.; form-work timbers, scrap timber, tree stumps, mulch, tree branches touching the structure, wood rot, etc. Gardens, pathways, or turf abutting or concealing the edge of a concrete slab will allow for concealed entry by timber pests any timber in contact with soil such as form-work, scrap timbers or stumps must be removed from under and around the buildings and any leaks repaired. You should endeavor to ensure such conditions DO NOT occur around your property. We further advise that you engage a professional pest control firm to provide a termite management program in accord with AS 3660 to minimise the risk of termite attack. There is no way of preventing termite attack. Even AS 3660 advises that "the provision of a complete termite barrier will impede and discourage termite entry into a building. It cannot prevent termite attack. Termites can still bridge or breach barriers, but they can be detected more readily during routine inspections."

Reasonable access:

Unless specified in writing, the inspection only covered the Readily Accessible Areas of the Building and Site.

The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Areas which are not normally accessible were not inspected and include - but not limited to – inside walls, the interior of a flat roof or beneath a suspended floor filled with earth.

Building Interior, the Consultant did not move or remove any ceilings, wall coverings, flooring, floor coverings (including carpeting), furnishing, equipment, appliances, pictures, or other household goods. In an occupied property, furnishings or household items may be concealing evidence of timber pest attack which may only be revealed when the items are moved or removed.

Building Exterior, Roof Exterior and Site, the Consultant did not move or remove any obstructions such as wall cladding, awnings, trellis, earth, plants, bushes, foliage, stored materials, debris, or rubbish. Due to the 'secretive' nature of timber pests, it is possible that hidden damage may exist in concealed areas, e.g., wall framing. Damage may only be found when the obstruction is removed. In the case of buildings constructed on concrete slabs, if the edge of the slab or any weep hole or vent at the base of external walls is concealed by pavements, gardens, lawns, or landscaping then it is possible for termites to gain undetected entry into the building. The building of gardens or planting of shrubs close to the perimeter of the building can promote and conceal termite entry points. The storage of cellulose materials such as building materials and firewood near the ground or building may encourage termite activity.

Roof Space Obstructions such as roofing, stored articles, thermal insulation, sarking, and pipe/duct work may be concealing evidence of timber pest attack which may only be revealed when the obstructions are moved or removed. Also, bodily access should be provided to the interior of all accessible roof spaces. In accordance with Australian Standard ASS 4349 the minimum requirement is a 400mm by 500 mm access manhole.

Subfloor Space Subfloor areas should be kept free from all vegetation (including tree stumps) and other cellulose material which may encourage timber pest activity. Also, storage of materials in subfloor areas is not recommended as it reduces ventilation and makes inspection difficult. Obstructions may be concealing evidence of timber pest attack which may only be revealed when the obstructions are moved or removed. Bodily access should be provided to all accessible subfloor areas with the minimum requirement being a 500 mm x 400 mm access manhole. In the case of suspended floors, if the clearance between the ground and structural components is less than 400 mm, then the ground should be excavated to provide the required clearance, subject to maintaining adequate drainage and support to footings. If the subfloor has been sprayed for subterranean termites or if the area is susceptible to mould growth, appropriate health precautions must be followed before entering the area. Also, special care should be taken not to disturb the treated soil. Always seek further advice from the Consultant.

A further inspection is strongly recommended of those areas that were not readily accessible and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This will involve a separate visit to the site, permission from the owner of the property and additional cost.

Unless stated otherwise, any recommendation or advice given in this Report should be implemented as a matter of urgency.

A more invasive physical inspection is available and recommended:

As detailed above, there are many limitations to this visual inspection only. With the permission of the owner of the premises we WILL perform a more invasive physical inspection that involves moving or lifting insulation, stored items, furniture, or foliage during the inspection. We WILL physically touch, tap, test and when necessary, force/gouge suspected accessible timbers. We WILL gain access to areas, where physically possible and considered practical and necessary, by way of cutting traps and access holes.

This style of Report is available by ordering with several days' notice. Inspection time for this style of Report will be greater than for a VISUAL INSPECTION.

It involves disruption in the case of an occupied property, and some permanent marking is likely. You must arrange for the written permission of the owner who must acknowledge all the above information and confirm that our firm will not be held liable for any damage caused to the property.

A price is available on request.

Concrete slab homes:

Homes constructed on concrete slabs pose special problems with respect to termite attack. If the edge of the slab is concealed by concrete paths, patios, pavers, garden beds, lawns, foliage, etc. then it is possible for termites to affect concealed entry into the property, and they can then cause extensive damage to concealed framing timbers. Even the most experienced Inspector may be unable to detect their presence due to concealment by wall linings. Only when the termites attack timbers in the roof void, which may in turn be concealed by insulation, can their presence be detected. Where termite damage is in the roof, it should be expected that concealed framing timbers will be extensively damaged. With a concrete slab home, it is imperative that you expose the edge of the slab and ensure that foliage and garden beds do not cover the slab edge. Weep holes must be kept free of obstructions.

It is strongly recommended that you have a Termite Inspection in accordance with AS 3660.2 carried out every 6 to 12 months.

Subterranean termites:

No property is safe from termites. General Description of Attack Timber hollowed beneath; some cracking at the surface of timber; earthen channels present; or pale faecal spots present.

Important note:

As a delay may exist between the time of an attack and the appearance of telltale signs associated with the attack, it is possible that termite activity and damage exists though not discernible at the time of inspection.

Treatment After discovery of an active infestation, it is imperative that the species of termite is accurately identified before costly (and sometimes unnecessary or inappropriate) methods of treatment are initiated. Only economically important species which are known to attack timber structures should be treated.

In the case of economically important species, it is important that the termite workings are not further disturbed until the proposed method of control has been determined by a licensed pest control operator. Premature attempts to repair or replace infested timber may cause the termites to withdraw from the area temporarily, thereby hindering effective treatment. Any repair or replacement of infested timber should be carried out after the appropriate treatment has been completed.

Where evidence of active termites is detected within a building or within 50 metres of any building, it must always be assumed that the termites may also be active in areas of the property not inspected. Accordingly, where the termites are known to be of economic significance, a further (more invasive) inspection is strongly recommended of areas which were inaccessible, not readily accessible or obstructed at the time of inspection.

Termite Workings and Damage Where evidence of damage to building timbers exists, competent advice (e.g. from a licensed or registered building contractor) should be obtained to determine the extent of any structural damage and as to the need or otherwise for rectification or repair work.

Where evidence of inactive termites is located within the building, it is possible that termites are still active in areas of the property not inspected and they may continue to cause damage. A furthermore invasive inspection is strongly recommended of areas which were inaccessible, not readily accessible or obstructed at the time of inspection.

Where evidence of an inactive termite infestation exists, it is not possible, without benefit of further investigation and inspections over a period, to ascertain whether any infestation is active or inactive. Continued, regular, inspections are essential.

Where evidence of termite attack exists to any trees or tree stumps a more conclusive search should be undertaken. This may require the tree or stump to be drilled to determine the existence of a termite nest. In addition, the soundness and stability of any standing trees identified as being affected by termite attack should be confirmed. Always seek further advice from the Consultant.

Previous Treatments Where evidence of a possible termite treatment was located, the Client should obtain and keep on file all relevant documents pertaining to the extent of the treatment, any service warranties and advice in regard to the building owner's obligation to maintain the treatment and/or barrier. If evidence of a previous treatment of termite infestation is noted, and appropriate documentation is not available, the Client must assume that the termite infestation may still be active in areas of the property not inspected. Accordingly, a re-treatment may be required. Always seek further advice from the Consultant.

Frequency of Future Inspections Australian Standard AS 3660 recognises that regular inspections will not prevent termite attack but may help in the detection of termite activity. Early detection will allow remedial treatment to be commenced sooner and damage to be minimised.

Inspections at intervals not exceeding twelve (12) months are recommended. Where the termite risk is high or the building type susceptible to termite attack, more frequent inspections (3-6 months) should be undertaken.

Risk management options:

To help protect against financial loss, it is essential that the building owner immediately control or rectify any evidence of destructive timber pest activity or damage identified in this inspection report. The Client should further investigate any high-risk area where access was not gained. It is strongly advised that appropriate steps be taken to remove, rectify or monitor any evidence of conditions conducive to timber pest attack.

To help minimise the risk of any future loss, the Client should consider whether the following options to further protect their investment against timber pest infestation are appropriate for their circumstances:

Undertake thorough regular inspections at intervals not exceeding twelve months or more frequent inspections where the risk of timber pest attack is high, or the building type is susceptible to attack. To further reduce the risk of subterranean termite attacks, implement a management program in accordance with Australian Standard AS 3660. This may include the installation of a monitoring and/or baiting system, or chemical and/or physical barrier. However, AS 3660 stresses that subterranean termites can bridge, or breach barrier systems and inspection zones and that thorough regular inspection of the building are necessary.

CONTACT THE INSPECTOR

Please feel free to contact the Inspector who carried out this inspection. Often it is very difficult to fully explain situations, problems, access difficulties or timber pest activity and/or damage in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this Report, then you should immediately contact the Inspector and have the matter explained to you.

If you have any questions at all or require any clarification, then contact the Inspector prior to acting on this Report.

NOTICE TO THE PURCHASER

(a) Prior to or on Exchange, and prior to the commencement of the 'Cooling-off Period', you were given an Inspection Report on the Property you intend on purchasing ("the Report"). The Purchaser is advised that this Report reflects the condition of the property existing at the time of the Inspection (Inspection Date) and may not reflect the current state. Timber Pests, particularly Termites, may have gained entry to the property since the Inspection Date. Termites can, in a relatively short period, cause significant damage to both structural and non-structural timbers within and around the buildings of the Property.

Termites (white ants) may be difficult to detect and much of the damage caused may not be readily visible. If damage exists, then it may cost thousands of dollars to repair.

It is, therefore, very strongly recommended that you urgently arrange for another Inspection and Report in accordance with AS4349.3 to be carried out prior to exchange, or prior to the expiration of any 'Cooling off Period', and prior to settlement.

(b) If the Report indicated the presence of Termites, termite damage or recommends any treatments or other Inspections and Reports, you should obtain copies of the treatment proposal, any certificates of treatments carried out, details of all repairs including copies of quotations, invoices, and any other Reports.

It is strongly recommended that you arrange for an Inspection and Report in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2 and a further building Inspection in accordance with AS 4349.1.

(c) If you fail to procure a further Inspection and report as recommended in (a) and (b), or fail to obtain copies of the treatment proposal, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other reports as recommended in (b) above, then it will be deemed that you have decided not to have a further Inspection and report carried out, or to obtain copies of certificates of treatments carried out, details of all repairs including copies of quotations, invoices and any other reports.

It will be deemed that you have relied upon your own enquiries and the report, knowing the possible consequences and that the condition of the property, as stated in the report, may have changed.

(d) The person carrying out the Inspection and the company, partnership or sole trader that employs that person will have no liability to you for any damage or loss you may suffer as a result of your entering the contract to purchase the property or in connection with completing the purchase of the property as a result of your failure to heed the advice given in (a) and (b) and the warning contained in (c) above, and may use such failure in defense of any claim that you may later make against any of them.

Compliance Report



COMPLIANCE REPORT

This is a Compliance Report regarding any unapproved structures or alterations. ACT Property Inspections have accessed the attached Building File from ACT Planning and Land Authority (ACTPLA) and hold no responsibility for any inaccuracies in the Building File supplied by ACTPLA. The Compliance report is based solely upon the information available from the Building File which does not contain information regarding Plumbing or Electrical work that has taken place since the original construction. Information regarding the Plumbing and Electrical is available upon application from ACTPLA. Since we are not Plumbers or Electricians, we are unable to comment on those works. If structures have been noted as requiring approval, a Certifier should be engaged to assess if the structure will comply with the relevant ACT legislation. Owners must be aware that unapproved structures may not comply and may require significant repair, design change or possible removal.

Property Address: 31/1 Rouseabout Street, Lawson ACT 2617

Unit, Block & Section: Unit 31 Block 1 Section 30 LAWSON

Inspection Date: Tuesday, May 19th 2026

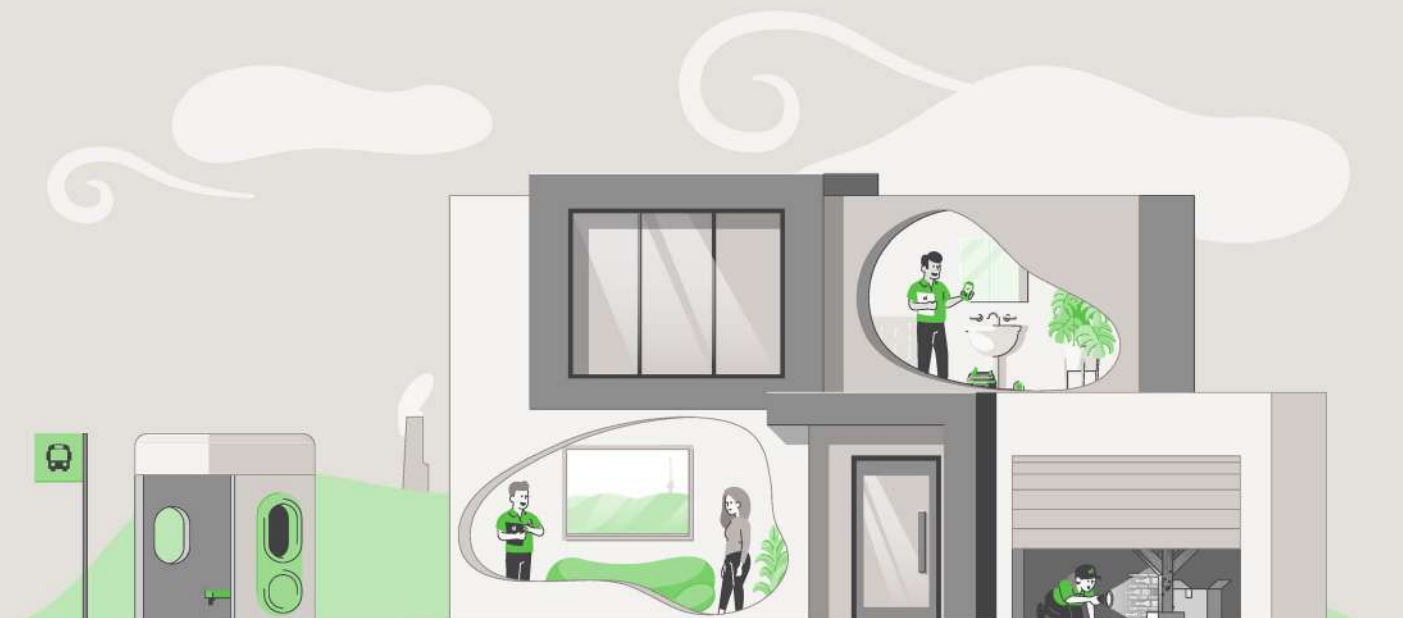
APPROVAL STATUS

Description	Plan number	Certificate of occupancy date	Approval status
New Townhouse – Unit 31	B2016277/A+/B/C	22/12/2016	Approved.

SURVEY REPORT

Survey Report completed by	Date Survey report was completed	Comments
Landmark Surveys	Friday, 24 June 2016	There are no apparent encroachments upon this land or by this property on adjoining lands or street.

Conveyancing File



CONVEYANCING BUILDING FILE INDEX

SUBURB: LAWSON

SECTION: 30

BLOCK: 1

UNIT: 31

EX GOV:	NO
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[illegible]

For any incomplete approvals please email acbuildingconveyance@act.gov.au for further information on how to complete.

Drainage Plan Number: 128334

Survey: Y (1)

Comments:

CONVEYANCING PART 2

No information is provided in respect of electrical, drainage or sewer matters and or to the location of overhead power lines or underground cables in relation to the building.

	<u>Yes</u>	<u>No</u>
1. (a) Is this a government or ex government house?	☐	☒
(b) If yes, is there a building file with approvals on it?	☐	☐
2. Is there any record of incomplete building work on the building file?	☐	☒
If yes - file copies attached		
3. Are there any records on the building file of current (within 5 years) housing Indemnity insurance policies for building work? If yes - file copies attached	☐	☒
4. Are there any records on the building file showing building applications still being processed? (Current within 3 years) If yes - file copies attached	☐	☒
5. Are there any records on the building file in relation to loose-fill asbestos insulation?	☐	☒

If available, copies of the following documents are provided:

- | | | |
|--|-------------------------------------|-------------------------------------|
| • Certificate/s of Occupancy and Use | ☒ | ☐ |
| • Survey Certificates | ☒ | ☐ |
| • Unit Plan/Unit Entitlements (if property is unit titled) | ☒ | ☐ |
| • Approved Building Plans | ☒ | ☐ |
| • Ex- government Building Plans* | ☐ | ☒ |

If requested:

- | | | |
|--------------------|-------------------------------------|--------------------------|
| • Drainage Plan(s) | ☒ | ☐ |
|--------------------|-------------------------------------|--------------------------|

ASBESTOS

The ACT Government is not able to guarantee the accuracy of the information in this report.

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) on the premises. For more information go to the Asbestos Awareness Website –

www.asbestos.act.gov.au

Please note: Development Approval plans will not be included in this report (We do not receive Development Approval Plans unless they are part of a Building Approval in which case they become Building Approval Plans), if development approval was granted you can request copies of the Development Approval plans from ACEPDcustomerservices@act.gov.au.

Please Note: Building approvals that have been generated via eDevelopment will be issued with a project number prefixed by the letter B. Initial building approval documentation will be identified with project number B20XXXXX only but will be referenced as B20XXXX/A on the Certificate of Occupancy and Use. Any amendments to the original approval will be issued with the project number and an alphanumeric digit. The first amendment will be identified as B20XXXX/B, the second amendment B20XXXX/C etc. Not all eDevelopment plans will be stamped with the plan number.

***Ex Government plans:** Plans are typical and not specific to each residence. There may be slight changes to the layout or window locations that were not required to be approved.

Search officer comments (if any?)

Search officer initials: Kayne

Cost of application: \$ 144.79

Date completed:

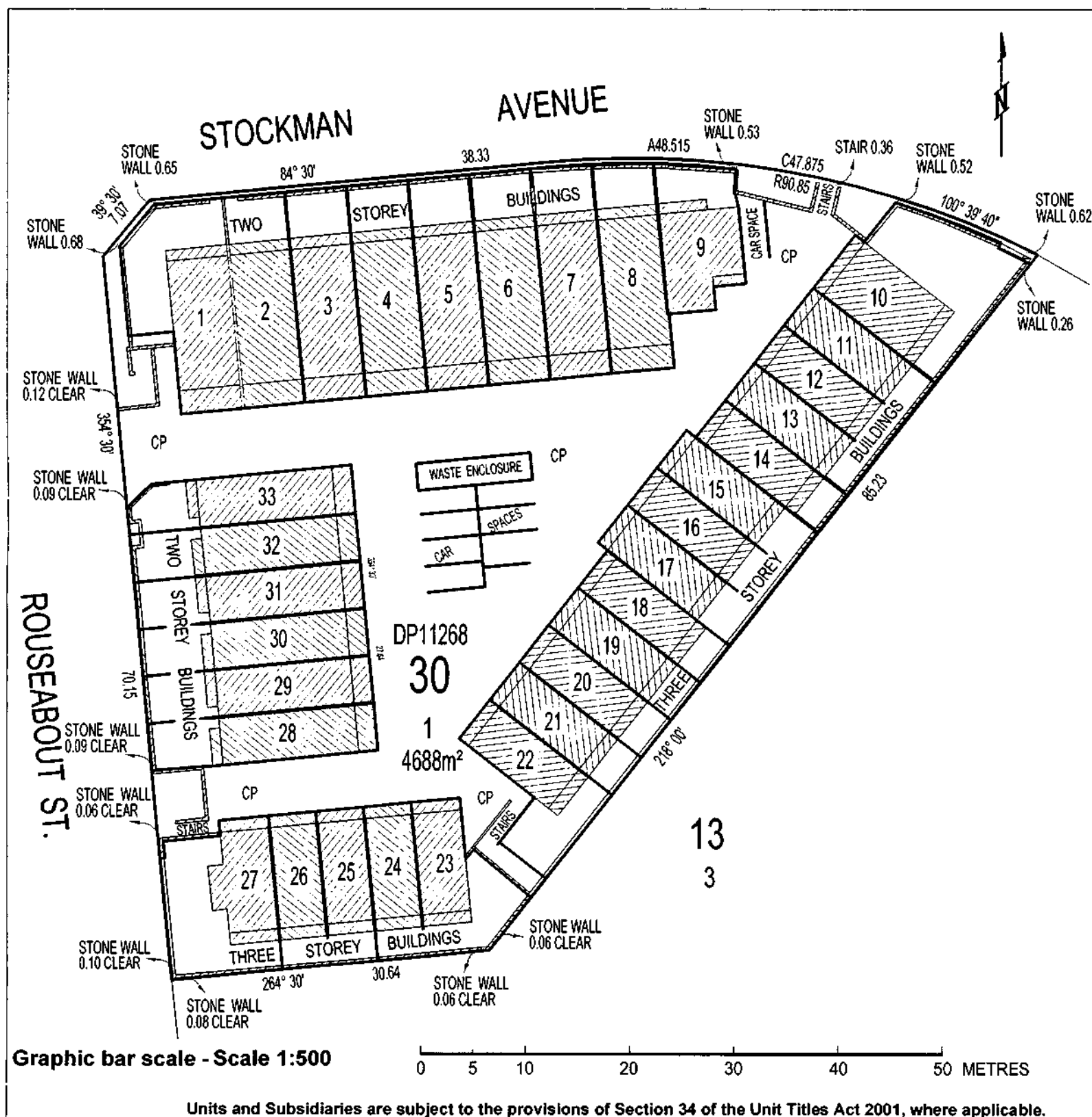
15/05/2026

Form 088 - SP

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

SITE PLAN

Division	Section	Block	Class of Units (A or B)	Units Plan No.
LAWSON	30	1	'B'	4296



Executed by Manix Property
 Group Pty Limited ACN 604 283
 669 in accordance with s127 of
 the Corporations Act 2001 (Cth):

Xingshun Jiang
 Xingshun Jiang
 Sole Director & Secretary
 Registered Proprietor

Philippa
 Registered Surveyor

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

Approved form AF 2013-68 approved by Josh Rynehart, Deputy Registrar-General on 21/06/2013 under section 140 of the Land Titles Act 1925 (approved forms) - This form revokes AF2012-89

Authorised by the ACT Parliamentary Counsel - also accessible at www.legislation.act.gov.au

**SUE**

Form 078

SCHEDULE OF UNIT ENTITLEMENTS**1. LAND**

District/Division	Section	Block
LAWSON	30	1

Unit Plan No
4296

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	37		2267	91
2	35		2267	92
3	35		2267	93
4	35		2267	94
5	35		2267	95
6	35		2267	96
7	35		2267	97
8	35		2267	98
9	34	1	2267	99
10	38		2267	100
11	28		2268	1
12	28		2268	2
13	28		2268	3
14	28		2268	4
15	28		2268	5
16	28		2268	6
17	28		2268	7
18	28		2268	8
19	28		2268	9
20	28		2268	10
21	28		2268	11
22	28		2268	12
23	28		2268	13
24	28		2268	14
25	28		2268	15
26	28		2268	16
27	30		2268	17
28	28	1	2268	18
29	28	1	2268	19
30	28	1	2268	20
31	28	1	2268	21
32	28	1	2268	22
33	28	1	2268	23
Aggregate	1000	7		

ACN 604 283 669

[Signature]
XINGSHUN JIANG - sole Director and Secretary
 Executed in accordance with s127(1) of the Corporations Act 2001 (Cth) for Minix Property
 Signature of Lessee

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

Dated **Second** this day of **March** 2017

[Signature]
Lyn Tankey
 Delegate of the Authority/Executive

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

Volume	Folio
2267	90

[Signature]
David Snowden
 Registrar-General



Deputy Registrar-General

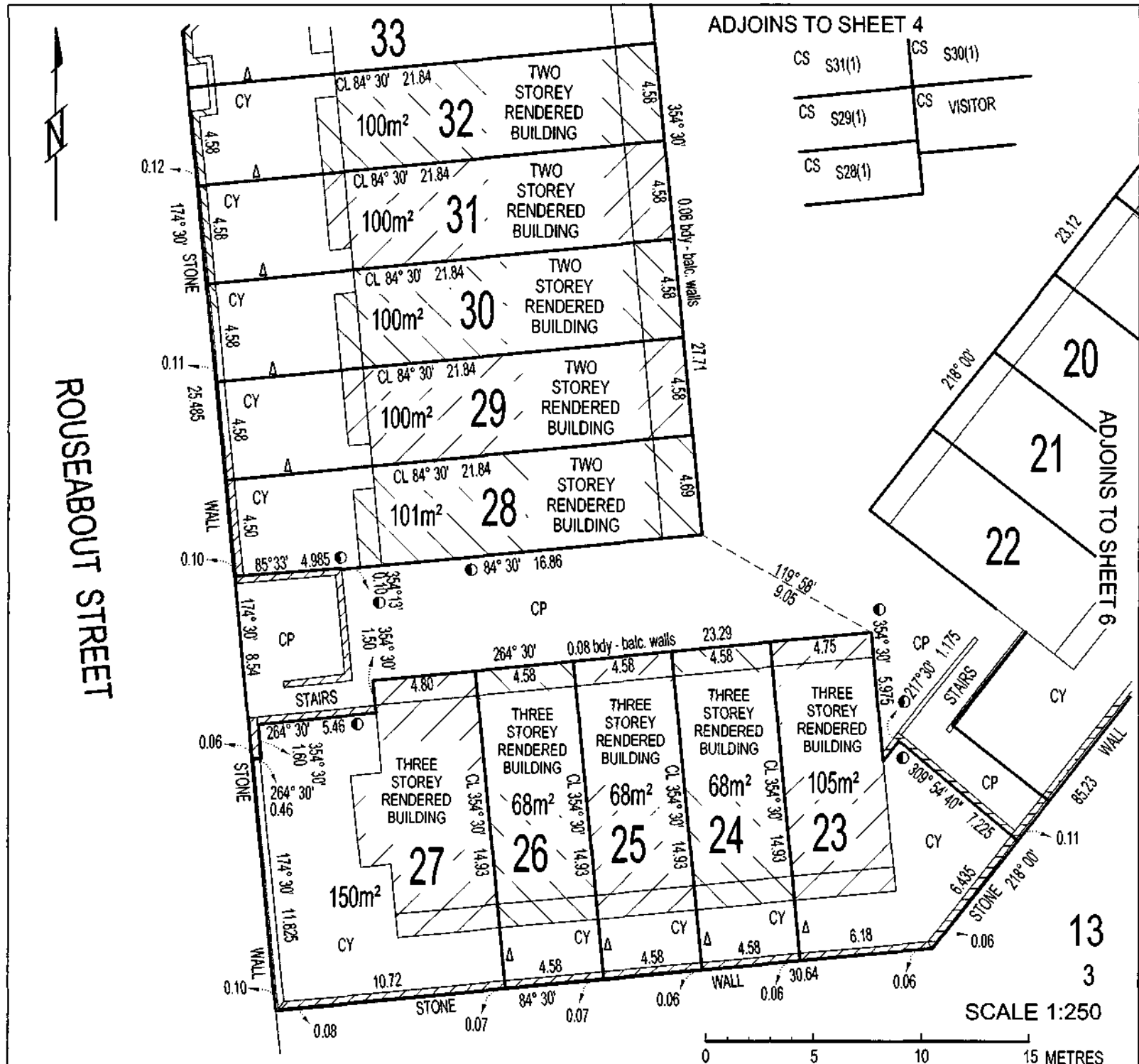
LAND TITLES
OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
LAWSON	30	1	4296

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



Executed by Manix Property
 Group Pty Limited ACN 604 283
 669 in accordance with s127 of
 the Corporations Act 2001 (Cth):

Xingshun Jiang
Xingshun Jiang
 Sole Director & Secretary

Registered Proprietor

Lyn Tankey
Lyn Tankey

Delegate of the
 ACT Planning and Land Authority



24th June 2016

No. of pages: 2 (including sketch)

Our Ref: 01728

Mr. Karel Sterner

CLV Constructions

Unit 5, 7 Beissel Street

Belconnen ACT 2617

Cc: Surveyor-General

RE: Land in the District of Belconnen, Division of Lawson, being Block 1, Section 30, as shown on Deposited Plan 11268.

As instructed by you, the boundaries of the land described above have been surveyed and it is found that:-

- Concrete slabs for a multi-unit residential development under construction, have been erected wholly within the boundaries.

The dimensions of the land and the location of the improvements which are shown hatched, are shown on the sketch.

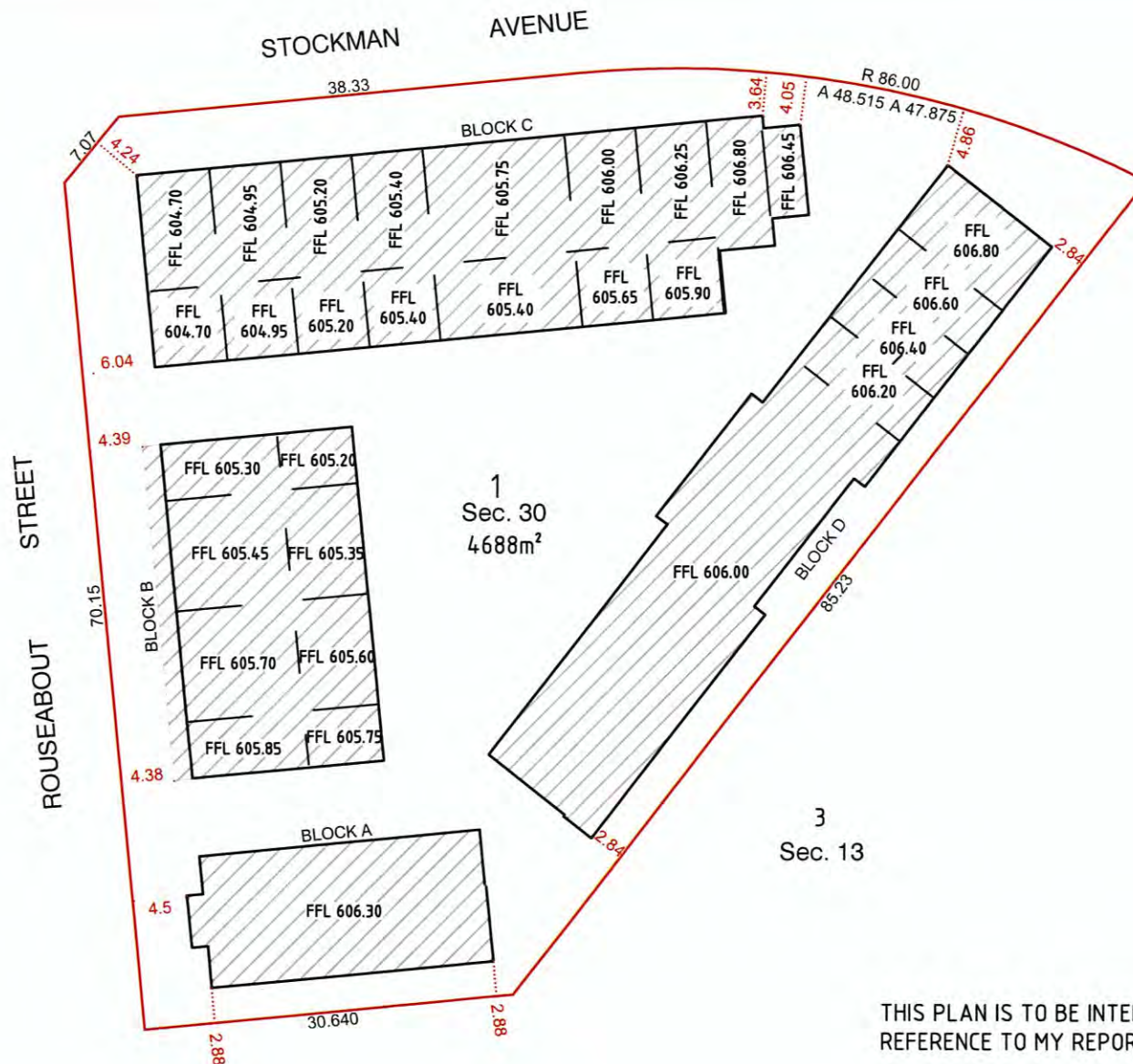
Distances from the concrete slabs to adjacent boundaries are shown in red, in metres.

The Finished Floor Levels shown are based from CRM14056 RL 602.746.

A handwritten signature in black ink, appearing to read 'Philip Allpress'.

Philip Allpress
REGISTERED SURVEYOR

LAND, CONSTRUCTION AND BOUNDARY SURVEY
15/53-65 Wollongong St Fyshwick
PO Box 1110 Fyshwick ACT 2609
PH 02 62809608 FAX 02 62809696
ABN 94 104 700 307 ACN 104 700 307



THIS PLAN IS TO BE INTERPRETED WITH
REFERENCE TO MY REPORT DATED 22 JUNE 2016



**LANDMARK
SURVEYS**

www.landmarksurveys.com.au
FYSHWICK ACT
BATEMANS BAY NSW
Ph. 0413 832 038

Date of Survey
20/06/16

Scale
N.T.S

Survey
WS

Drawn
WS

Checked
PA

Drawing no.
01728-12-IDENT-160622

Revision
A

Client
CLV Constructions
Unit 5, 7 Beissel Street
Belconnen ACT 2617

Project
Multi-Residential Development
Block 1 Section 30
73 Stockman Ave. Lawson

Drawing Title
Identification Survey
Certificate

Signature of Registered Surveyor

Date *Philip Allan* 24/6/16



Certificate of Occupancy and Use

Certificate No.: **B2016277C1**

Access Canberra Building Services

ABN 16 479 763 216
8 Darling Street Mitchell
GPO Box 158 ACT 2601
www.act.gov.au/accesscbr

This Certificate is issued in accordance with Section 69 (2) of the Building Act 2004.

The building work listed on this certificate has been completed substantially in accordance with the prescribed requirements and is considered fit for occupation and use.

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	1	30	LAWSON	BELCONNEN	Australian Capital Territory

Plans

B2016277/A

B2016277/B

B2016277/C

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a(II)	New Medium Density	RESIDENCE	33 attached townhouses	NA	1-33	B2016277N1	C'EST LA VIE HOMES PTY LTD
10a	New	GARAGE	33 attached garages	NA	1-33	B2016277N1	C'EST LA VIE HOMES PTY LTD
10a	Other	SEE DESCRIPTION	balconies off all units	NA	1-33	B2016277N1	C'EST LA VIE HOMES PTY LTD
10b	Other	SEE DESCRIPTION	waste enclosure	NA		B2016277N1	C'EST LA VIE HOMES PTY LTD

Comments

Important Note:

1. Statutory warranties and statutory warranty insurance or a statutory warranty fidelity certificate apply in relation to some or all of the building work.

2. The issue of this certificate in respect of a building or a portion of a building does not affect the liability of a person or other entity to comply with the provisions of an ACT law, including the Building Act 2004, relating to the building or portion of the building.

Issued by: Natalie Pooley

Issued on: 22/12/2016

Delegate of the ACT Construction
Occupations Registrar.



Hugh Gordon
Architect

Unit 5, 6 Lonsdale St. Braddon ACT 2612
P (02) 6253 4448 F (02) 6253 3887
M 0410 625 701
E design@hughgordon.com.au
W www.hughgordon.com.au
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BUILDING APPROVAL

issued under section 28 of the
Building Act 2004
1a(i), 10a and 10b
BCA Occupancy Class
N/A

BCA Construction Type

3 of 40

Number of pages

Jan 28, 2016

Issue Date

L. Krevatin

Livij Krevatin

Licence No. 2010979

12	14/12/15	Fence Boundary Moved
11	01/09/15	The internal layouts of the Adaptable Units amended so the downstairs WC's are fully adaptable
10	01/09/15	Modify Entry's from Garage levels for Units 10-26 inclusive to provide a landing
9	01/09/15	Move Location for Block A mailboxes
8	01/09/15	Provide details of road finishes to show entire area is Shared Zone (Refer Driveway Plan)
7	01/09/15	Provide Shared Zone Vehicle Speed sign
6	01/09/15	Provide a mirror to northern wall of Block B
5	01/09/15	Provide a soft landscaped area outside Unit 9
4	01/09/15	Adjust central parking area to accommodate 7 car spaces with the remainder soft landscaping
3	01/09/15	Move stairs between Blocks A & B to the south side
2	01/09/15	Create Communal Landscaped link in this expanded area to the south of Block D

AMENDMENTS

NOTE:

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DISCREPANCIES TO THE ARCHITECT.

CLIENT

MANIX PROPERTY GROUP

PROJECT

Multi-Res Development
BLOCK 1 SECTION 30, LAWSON, ACT

TITLE

Site Plan & Exterior Lighting

DATE

SEPT. '15

JOB No

LAWS.B1.S30

SCALE

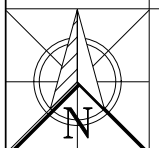
1 : 200 @ A1

DRAWN

HG

DRAWING No

AD101



STOCKMAN AVENUE

Mailbox Enclosure with Clothesline concealed
Blocks B & C Only

Mailbox & Unit location Signage

Communal Mailbox for Block D Only

Electrical POA Cabinet concealed behind
masonry pier with signage

Proposed Water Pit

Signage indicating shared Zone from here onwards and
10km/h speed limit

Move electrical Conduit

Safety Mirror attached to wall in line with units 1 and 2 partywall

Curb/Gutter to be reinstated to LDA requirements

Gas Meter behind Mailbox

ROUSEABOUT STREET

Mailbox & Unit location Signage

Communal Mailbox for Block A Only

WASTE

10600

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Hugh Gordon
Architect

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BUILDING APPROVAL

issued under section 28 of the

Building Act 2004

1a(i), 10a and 10b

BCA Occupancy Class

N/A

BCA Construction Type

4 of 40

Number of pages

Jan 28, 2016

Issue Date

L. Krevatin

Livij Krevatin

Licence No. 2010979

11	01/09/15	The internal layouts of the Adaptable Units amended so the downstairs WC's are fully adaptable
10	01/09/15	Modify Entry's from Garage levels for Units 10-26 inclusive to provide a landing
9	01/09/15	Move Location for Block A mailboxes
8	01/09/15	Provide details of road finishes to show entire area is Shared Zone (Refer Driveway Plan)
7	01/09/15	Provide Shared Zone Vehicle Speed sign
6	01/09/15	Provide a mirror to northern wall of Block B
5	01/09/15	Provide a soft landscaped area outside Unit 9
4	01/09/15	Adjust central parking area to accommodate 7 car spaces with the remainder soft landscaping
3	01/09/15	Move stairs between Blocks A & B to the south side
2	01/09/15	Create Communal Landscaped link in this expanded area to the south of Block D

AMENDMENTS

NOTE:

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CLIENT

MANIX PROPERTY GROUP

PROJECT

**Multi-Res Development
BLOCK 1 SECTION 30, LAWSON, ACT**

TITLE

Ground Floor Plan

DATE

SEPT. '15

JOB No

LAWS.B1.S30

SCALE

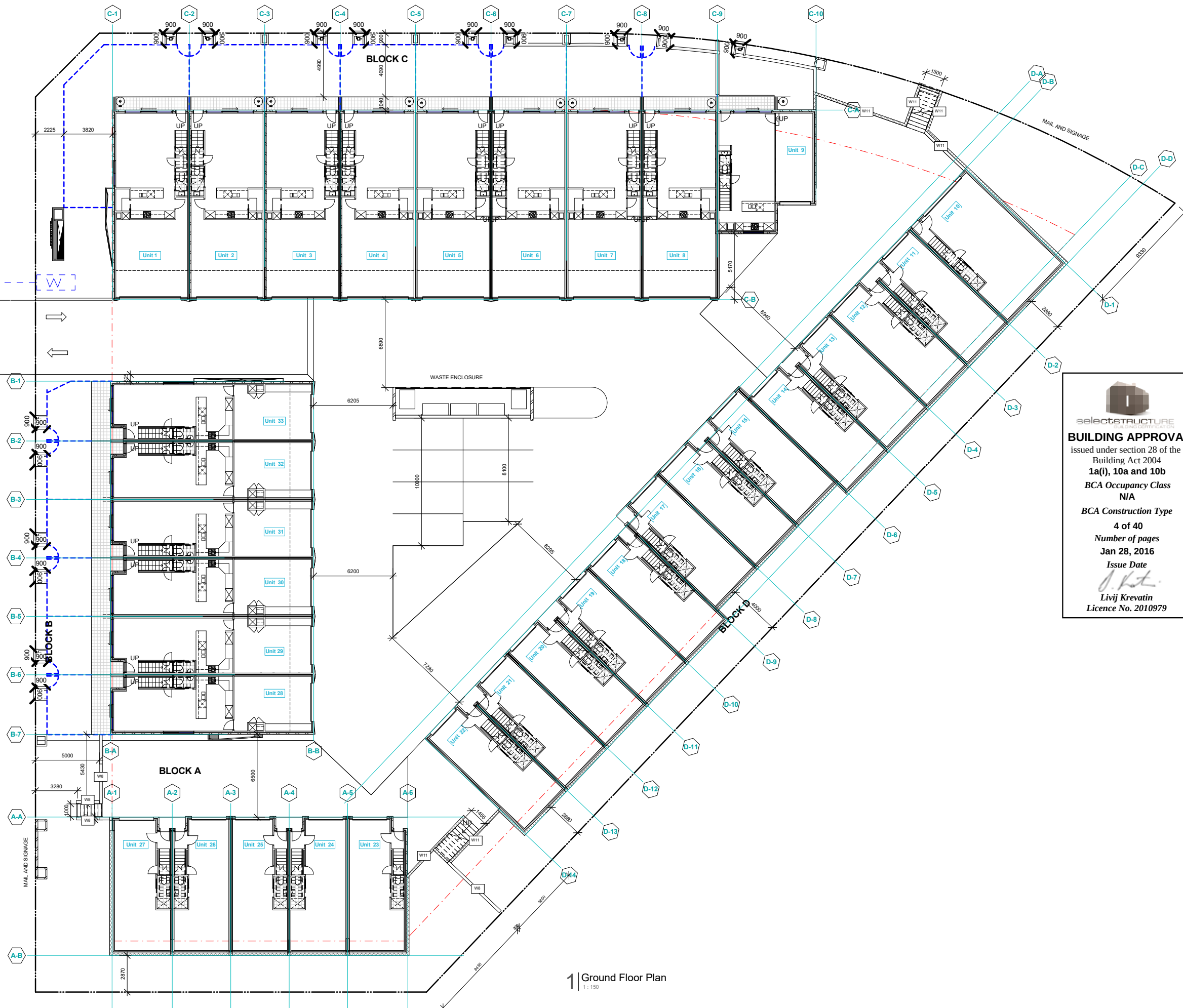
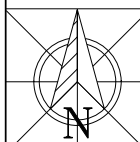
1 : 150 @ A1

DRAWN

Author

DRAWING No

AD103



1 Ground Floor Plan
1 : 150

FOR CONSTRUCTION




selectSTRUCTURE
CONSULTING PVT. LTD.
BUILDING APPROVAL
issued under section 28 of the
Building Act 2004
1a(i), 10a and 10b
BCA Occupancy Class
N/A
BCA Construction Type
5 of 40
Number of pages
Jan 28, 2016
Issue Date

Ljivj Krevatin
Licence No. 20110979

AMENDMENTS

CLIENT
MANIX PROPERTY GROUP

TITLE
Level 1 Floor Plan



DRAWING No
AD104



FOR CONSTRUCTION




selectSTRUCTURE
BUILDING APPROVAL
issued under section 28 of the
Building Act 2004
1a(i), 10a and 10b
BCA Occupancy Class
N/A
BCA Construction Type
6 of 40
Number of pages
Jan 28, 2016
Issue Date

Livij Krevatin
Licence No. 2010979

11	01/09/15	The internal layouts of the Adaptable Units amended so the downstairs WC's are fully adaptable
10	01/09/15	Modify Entry's from Garage levels for Units 10-26 inclusive to provide a landing
9	01/09/15	Move Location for Block A mailboxes
8	01/09/15	Provide details of road finishes to show entire area is Shared Zone (Refer Driveway Plan)
7	01/09/15	Provide Shared Zone Vehicle Speed sign
6	01/09/15	Provide a mirror to northern wall of Block B
5	01/09/15	Provide a south landscaped area outside Unit 9
4	01/09/15	Adjust central parking area to accommodate 7 car spaces with the remainder south landscaping
3	01/09/15	Move stairs between Blocks A & B to the south side
2	01/09/15	Create Communal Landscaped link in this expanded area to the south of Block D

AMENDMENTS

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CLIENT	
--------	--

MANIX PROPERTY GROUP

PROJECT

Multi-Res Development
BLOCK 1 SECTION 30, LAWSON, ACT

TITLE

Level 2 Floor Plan

DATE
SEPT. '15

JOB No
LAWS.B1.S30

SCALE
1 : 150 @ A4

DRAWN
Author

DRAWING No
AD105

Area Schedule (Gross Building)		
Unit Number	Name	Area

1	U1 FFL	52.09
1	U1 GAR	38.00
1	U1 UFL	71.20
1		161.30

2	U2 FFL	50.89
2	U2 GAR	37.12
2	U2 UFL	89.67
2		157.68

3	U3 FFL	50.89
3	U3 GAR	37.12
3	U3 UFL	89.69
3		157.70

4	U4 FFL	50.89
4	U4 GAR	37.12
4	U4 UFL	89.72
4		157.73

5	U5 FFL	50.89
5	U5 GAR	37.12
5	U5 UFL	89.73
5		157.74

6	U6 FFL	50.68
6	U6 GAR	37.34
6	U6 UFL	89.72
6		157.73

7	U7 FFL	50.68
7	U7 GAR	37.34
7	U7 UFL	89.72
7		157.74

8	U8 FFL	50.77
8	U8 GAR	37.93
8	U8 UFL	89.78
8		158.48

9	U9 FFL	44.20
9	U9 GAR	24.71
9	U9 UFL	65.76
9		134.66

10	U10 MFL	59.06
10	U10 UFL	59.98
10	U10 UFL	Not Placed
10	U10 GAR	70.23
10		169.27

11	U11 MFL	39.66
11	U11 UFL	41.57
11	U11 GAR	48.74
11		129.97

12	U12 MFL	39.66
12	U12 UFL	41.57
12	U12 GAR	48.74
12		129.97

13	U13 MFL	39.66
13	U13 UFL	41.57
13	U13 GAR	48.74
13		129.97

14	U14 MFL	39.82
14	U14 UFL	41.73
14	U14 GAR	48.90
14		130.44

15	U15 MFL	39.74
15	U15 UFL	41.65
15	U15 GAR	48.90
15		130.30

16	U16 MFL	39.62
16	U16 UFL	41.53
16	U16 GAR	48.74
16		129.89

17	U17 MFL	39.73
17	U17 UFL	41.64
17	U17 GAR	48.90
17		130.27

Site Area 4688m²
0.8 FSR = 3750m² permissible GFA

Units 9, 28, 29, 30, 31, 32, 33 are designated affordable housing as per the PDA requirements

- 2 BEDROOM 2 STORY TOWN HOUSE WITH SINGLE GARAGE & SHARED ACS (AFFORDABLES)
- 2 BEDROOM TOWN HOUSE WITH TANDEM GARAGE
- 3 BEDROOM TOWN HOUSE WITH DOUBLE GARAGE
- DOUBLE GARAGE
- SINGLE GARAGE

Area Legend
1 : 50

Area Schedule (Gross Building)		
Unit Number	Name	Area

18	U18 MFL	39.82
18	U18 UFL	41.72
18	U18 GAR	48.90
18		130.44

19	U19 MFL	39.66
19	U19 UFL	41.57
19	U19 GAR	48.74
19		129.97

20	U20 MFL	39.66
20	U20 UFL	41.57
20	U20 GAR	48.74
20		129.97

21	U21 MFL	39.66
21	U21 UFL	41.57
21	U21 GAR	48.83
21		130.06

22	U22 MFL	41.02
22	U22 UFL	42.93
22	U22 GAR	50.17
22		134.12

23	U23 MFL	40.37
23	U23 UFL	43.31
23	U23 GAR	50.13
23		133.82

24	U24 MFL	39.66
24	U24 UFL	41.57
24	U24 GAR	48.74
24		129.97

25	U25 MFL	39.66
25	U25 UFL	41.57
25	U25 GAR	48.74
25		129.97

26	U26 MFL	39.66
26	U26 UFL	41.57
26	U26 GAR	48.74
26		129.97

27	U27 MFL	47.44
27	U27 UFL	49.38
27	U27 GAR	50.26
27		147.08

28	U28 UFL	57.42
28	U28 FFL	44.42
28	U28 GAR	29.71
28		131.55

29	U29 GAR	28.83
29	U29 FFL	43.07
29	U29 UFL	56.44
29		128.34

30	U30 UFL	56.44
30	U30 FFL	43.11
30	U30 GAR	28.83
30		128.38

31	U31 UFL	56.44
31	U31 FFL	43.11
31	U31 GAR	28.83
31		128.38

32	U32 UFL	56.44
32	U32 FFL	43.07
32	U32 GAR	28.83
32		128.34

33	U33 UFL	58.27
33	U33 FFL	44.42
33	U33 GAR	29.71
33		132.40

WASTE	WASTE	26.53
WASTE	WASTE	26.53
Grand total:	101	4630.18



1 | GROUND FLOOR AREA PLAN
1 : 200

BUILDING APPROVAL
issued under section 28 of the
Building Act 2004
1a(i), 10a and 10b
BCA Occupancy Class
N/A
BCA Construction Type
34 of 40
Number of pages
Jan 28, 2016
Issue Date
L. Krevatin
Licence No. 2010979

Hugh Gordon
Architect
Unit 5, 6 Lonsdale St. Braddon ACT 2612
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E design@hughgordon.com.au
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AMENDMENTS	
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CLIENT MANIX PROPERTY GROUP	
PROJECT Multi-Res Development BLOCK 1 SECTION 30, LAWSON, ACT	
TITLE Ground Floor Area Plan	
DATE JAN. '15	JOB No LAWS.B1.S30
SCALE As indicated @ A1	DRAWN HG
DRAWING No AD801	

	2 BEDROOM 2 STORY TOWN HOUSE WITH SINGLE GARAGE & SHARED ACCESS (AFFORDABLES)
	2 BEDROOM TOWN HOUSE WITH TANDEM GARAGE
	3 BEDROOM TOWN HOUSE WITH DOUBLE GARAGE
	DOUBLE GARAGE
	SINGLE GARAGE

BLOCK C

U1 UFL 71.20

U2 UFL 69.67

U3 UFL 69.69

U4 UFL 69.72

U5 UFL 69.73

U6 UFL 69.72

U7 UFL 69.72

U8 UFL 69.78

U9 UFL 65.76

U10 MFL 59.06

U11 MFL 39.66

U12 MFL 39.66

U13 MFL 39.66

U14 MFL 39.82

U15 MFL 39.74

U16 MFL 39.62

U17 MFL 39.73

U18 MFL 39.82

U19 MFL 39.66

U20 MFL 39.66

U21 MFL 39.66

U22 MFL 41.02

U23 MFL 40.37

U24 MFL 39.66

U25 MFL 39.66

U26 MFL 39.66

U27 MFL 47.44

U28 UFL 57.42

U29 UFL 56.44

U30 UFL 56.44

U31 UFL 56.44

U32 UFL 56.44

U33 UFL 58.27

WASTE

BLOCK B

BLOCK A

BLOCK D

LEVEL 1 AREA PLAN

select: **BUILDING** issued under Building 1a(i), 1 BCA Oc BCA Cor 3 Num Jan Iss Living Licence

[illegible]

CLIENT	MANIX PROPERTY GROUP
PROJECT	Multi-Res Development BLOCK 1 SECTION 30, LAWSON, ACT

DATE SEPT. '15	JOB No LAWS.B1.S30
SCALE As indicated @ A1	DRAWN Author



DRAWING No
AD802



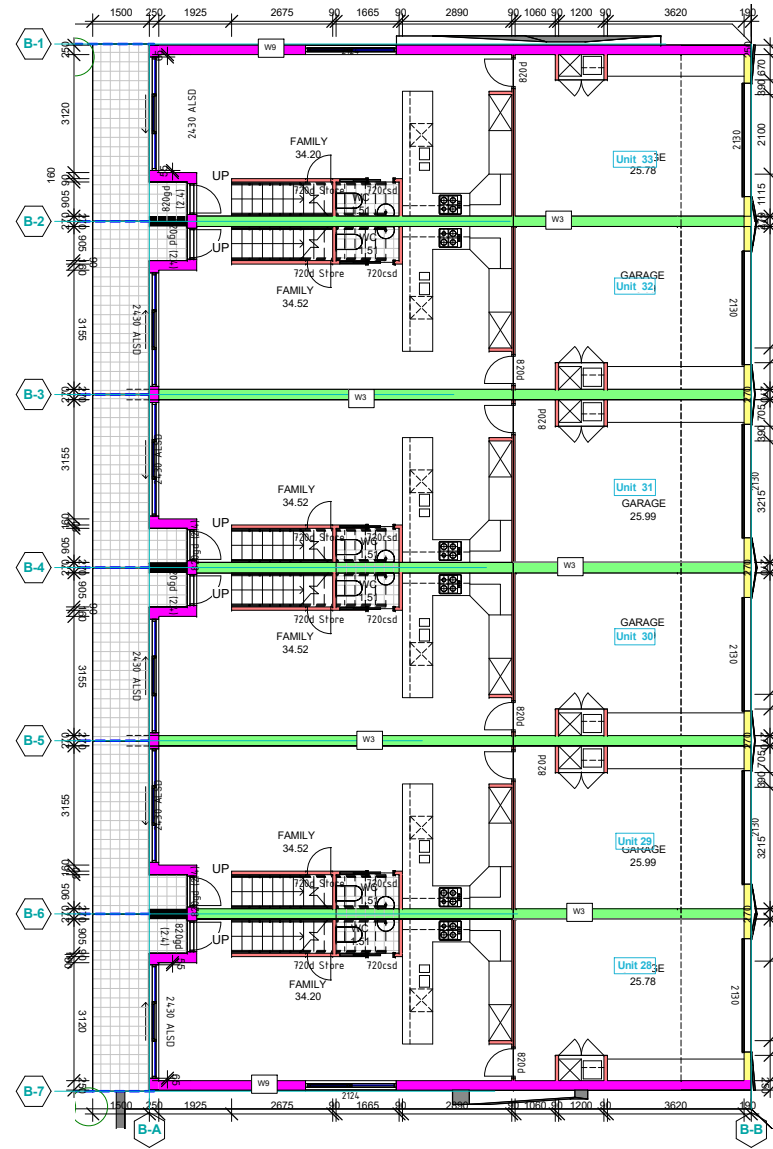
**Hugh
Gordon**
Architect

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M 0410 625 701
E design@hughgordon.com.au
W www.hughgordon.com.au
A Home for Everyone
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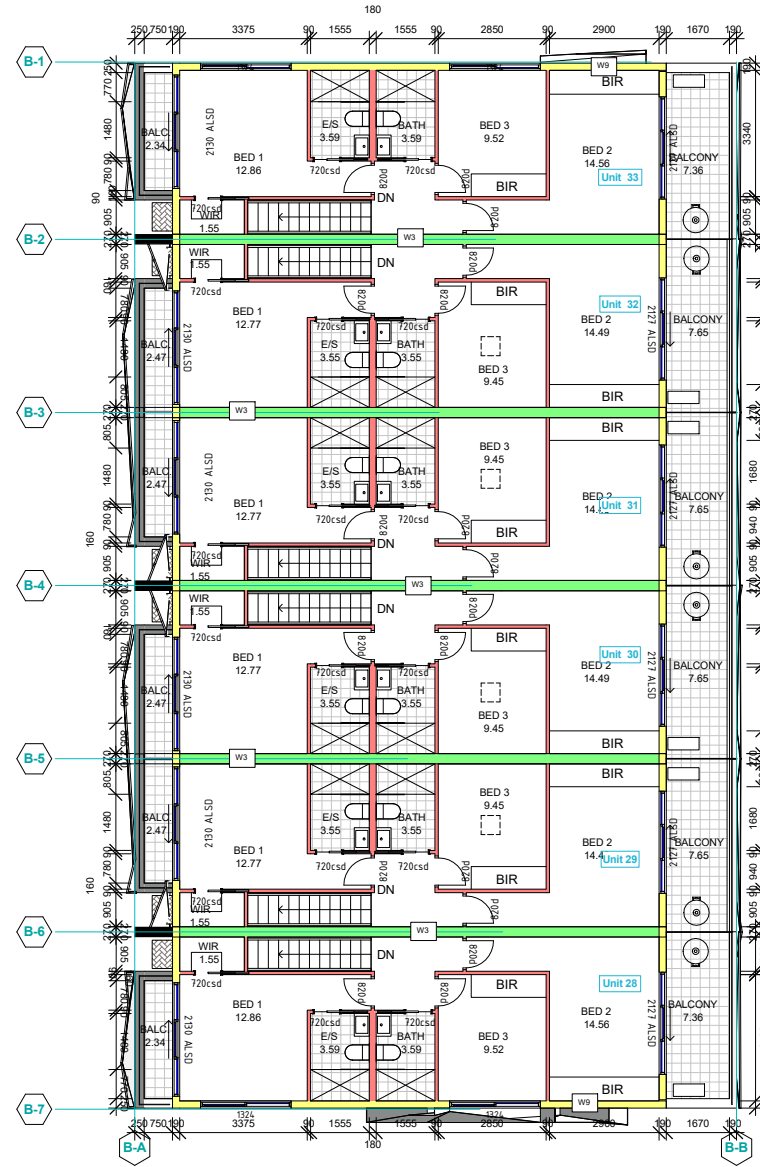


Hugh Gordon
Architect

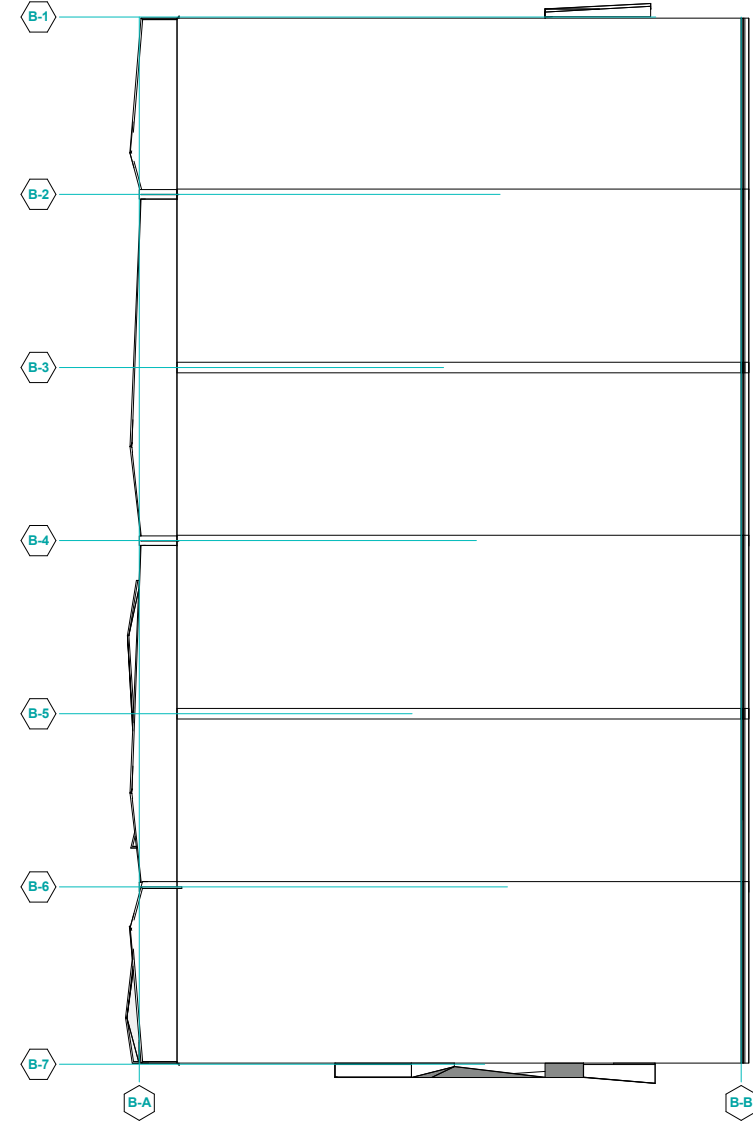
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E design@hughgordon.com.au
W www.hughgordon.com.au
A Home for Everyone
Canberra / Sydney / South Coast



1 Ground Floor Plan
1 : 100



2 Level 1 Floor Plan
1 : 100



3 Level 2 Floor Plan
1 : 100

selectSTRUCTURE
BUILDING APPROVAL
issued under section 28 of the
Building Act 2004
1a(i), 10a and 10b
BCA Occupancy Class
N/A
BCA Construction Type
8 of 40
Number of pages
Jan 28, 2016
Issue Date
L. Krevatin
Livij Krevatin
Licence No. 2010979

ID	Name	Colour
W2	External Cladding	Yellow
W5	Privacy Screen	Blue
W4	Glass Panel	Cyan
W1	Internal Stud	Red
W3	Party Wall	Green
W6	40mm Internal Stud	Dark Green
W7	Stud Lined Dintel Wall	Purple
W8	Stone Retaining Wall	Grey
W9	Brick Veneer	Magenta
W10	External Partwall	Black
W11	External Dintel	Blue

Wall Types
1 : 50

1 01/09/15 Move Block D 2m in northerly direction

AMENDMENTS

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DISCREPANCIES TO THE ARCHITECT.

CLIENT
MANIX PROPERTY GROUP

PROJECT
**Multi-Res Development
BLOCK 1 SECTION 30, LAWSON, ACT**

TITLE
Block B Plans

DATE
JAN. '15

JOB No
LAWS.B1.S30

SCALE
As indicated @ A1

DRAWN
Author

DRAWING No
AD107



FOR CONSTRUCTION



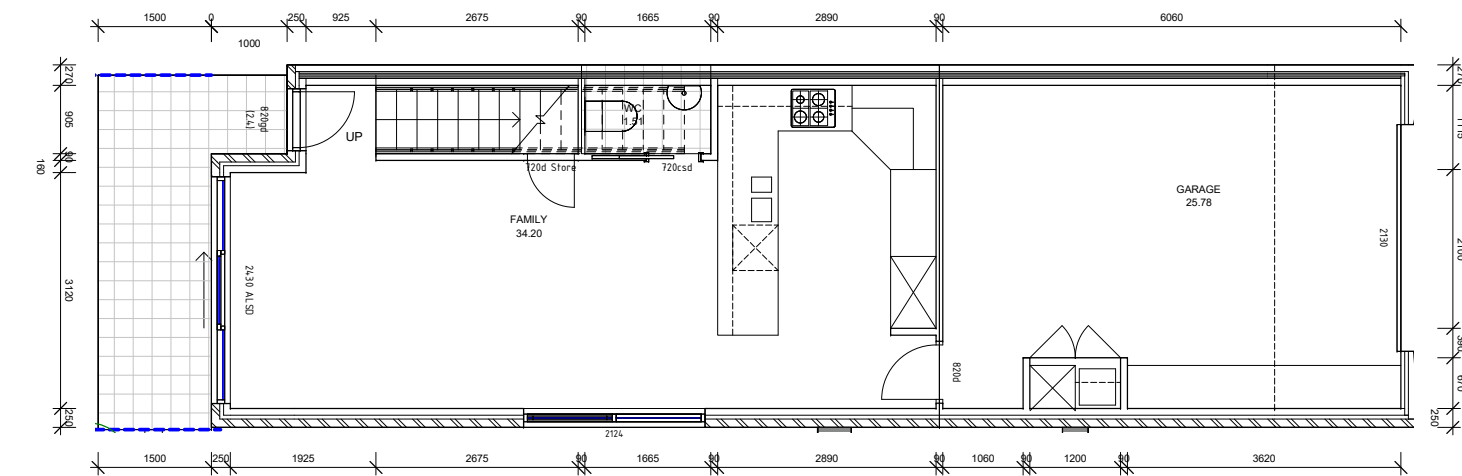
selectSTRUCTURE
BUILDING CERTIFICATION

BUILDING APPROVAL
issued under section 28 of the
Building Act 2004
1a(i), 10a and 10b
BCA Occupancy Class
N/A
BCA Construction Type
20 of 40
Number of pages
Jan 28, 2016
Issue Date
J. Krevatin
Livij Krevatin
Licence No. 2010979



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Architect

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2 | LFL
1 : 50

Stair Construction must be constructed in accordance with 3.9.1.3 of the BCA and the tread surface must be slip resistance and nosing strip comply with AS 4586

A termite management system must be installed in a Class 1 or 10 building to minimise the risk of termite attack to primary building elements in accordance with AS 3660.1

Ventilation must be provided to a habital room, sanitary compartment, bathroom and laundry and is to comply with Part 3.8.5.2 of the NCC

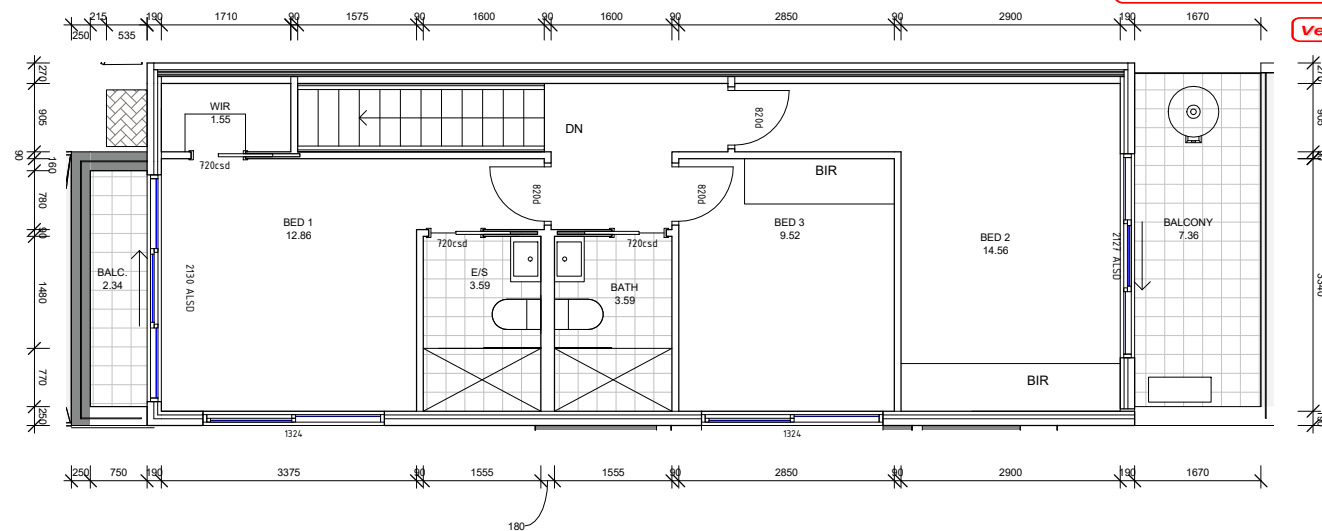
Smoke Alarms to comply with AS 3786; and be connected to mains power; and be interconnected where there is more than one alarm

Fire seperation is required between dwellings and construction to comply with Part 3.7.1 of NCC

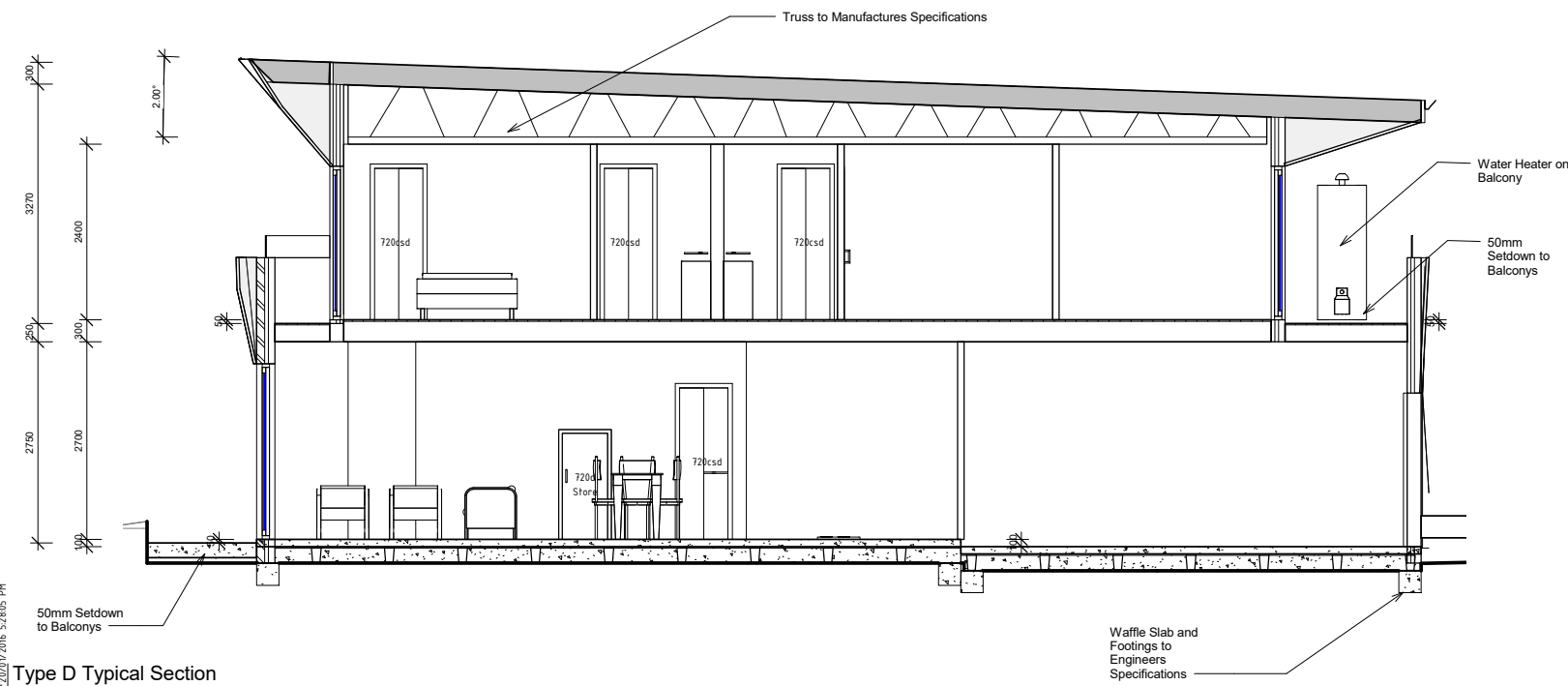
Insulation from airbourne and impact sound of seperating wall between 2 or more Class 1 buildings must comply with Part 3.8.6 of the NCC

Building elements in wetareas within a building must comply with Table 3.8.1.1 of NCC and AS 3740

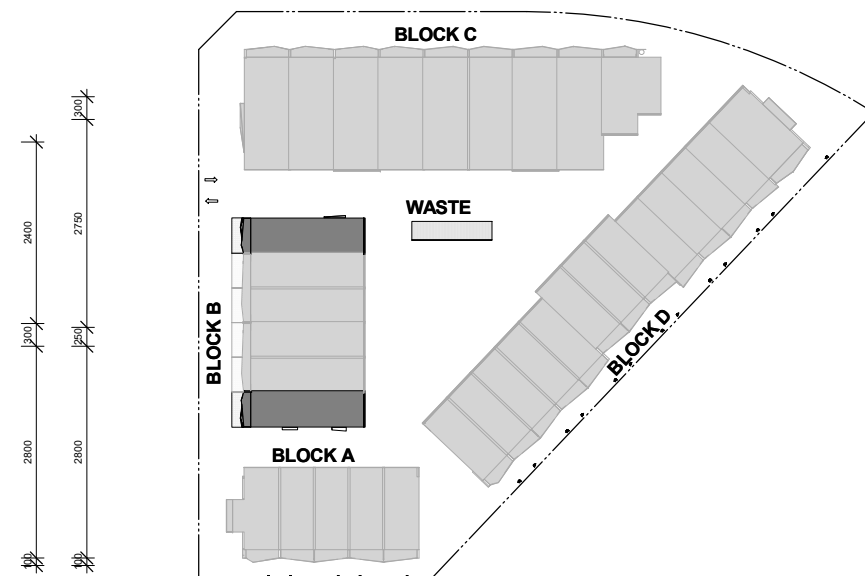
Waterproofing membranes for external above ground use must comply with AS 4654 Parts 1 and 2.



3 | UFL
1 : 50



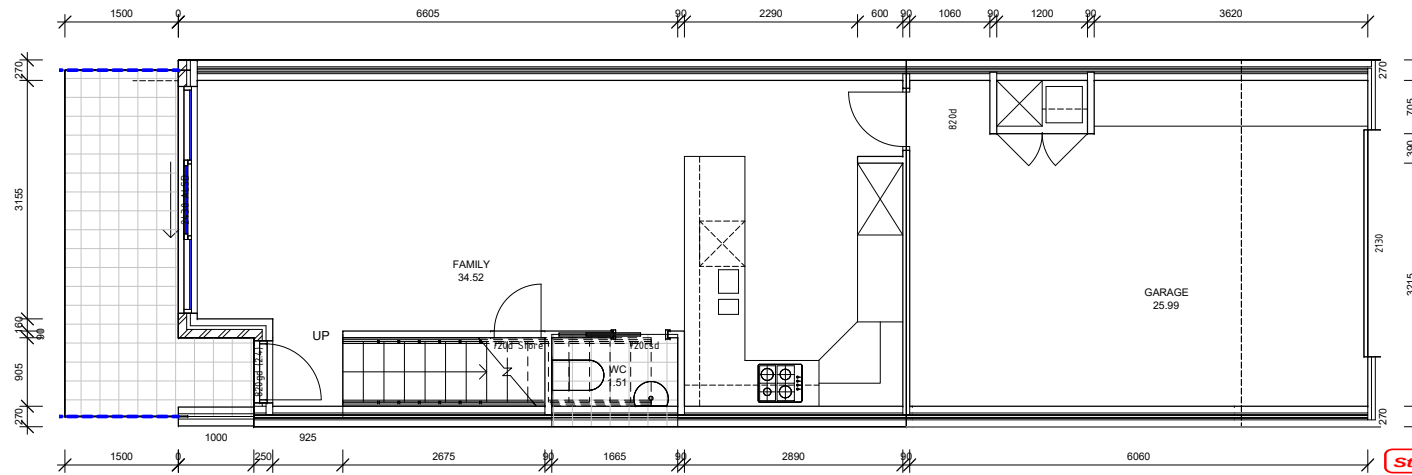
4 | Type D Typical Section
1 : 50



1 | Type D Typical Key Plan
1 : 500

AMENDMENTS	
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CLIENT MANIX PROPERTY GROUP	
PROJECT Multi-Res Development BLOCK 1 SECTION 30, LAWSON, ACT	
TITLE Type D Typical	
DATE 12/15/15	JOB No LAWS.B1.S30
SCALE As indicated @ A1	DRAWN Author
DRAWING No AD404	

FOR CONSTRUCTION

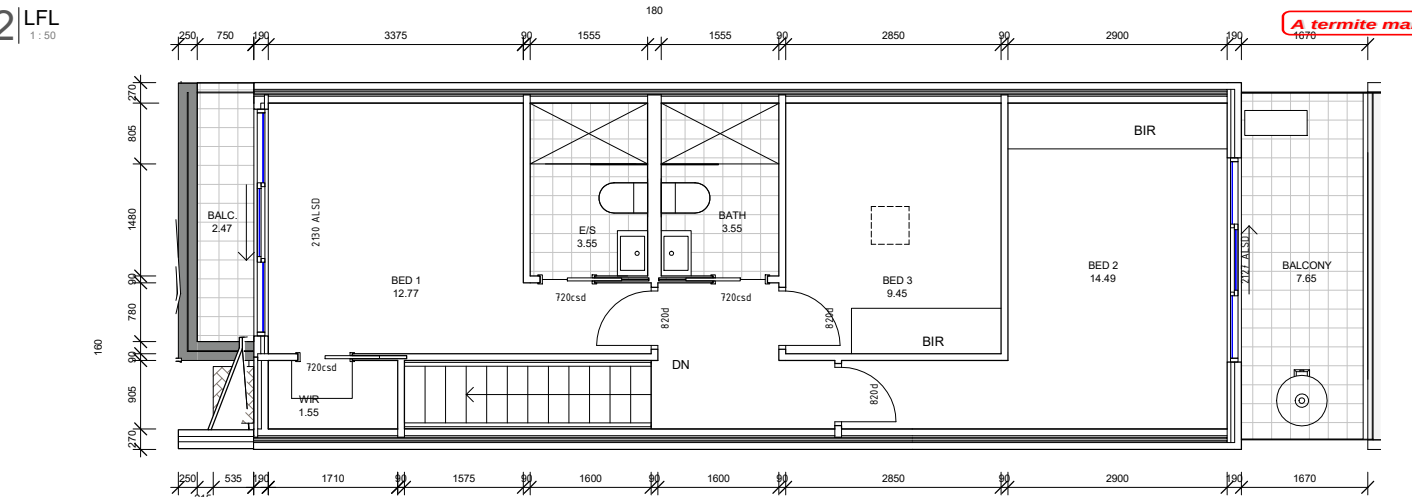




BUILDING APPROVAL
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1a(i), 10a and 10b
BCA Occupancy Class
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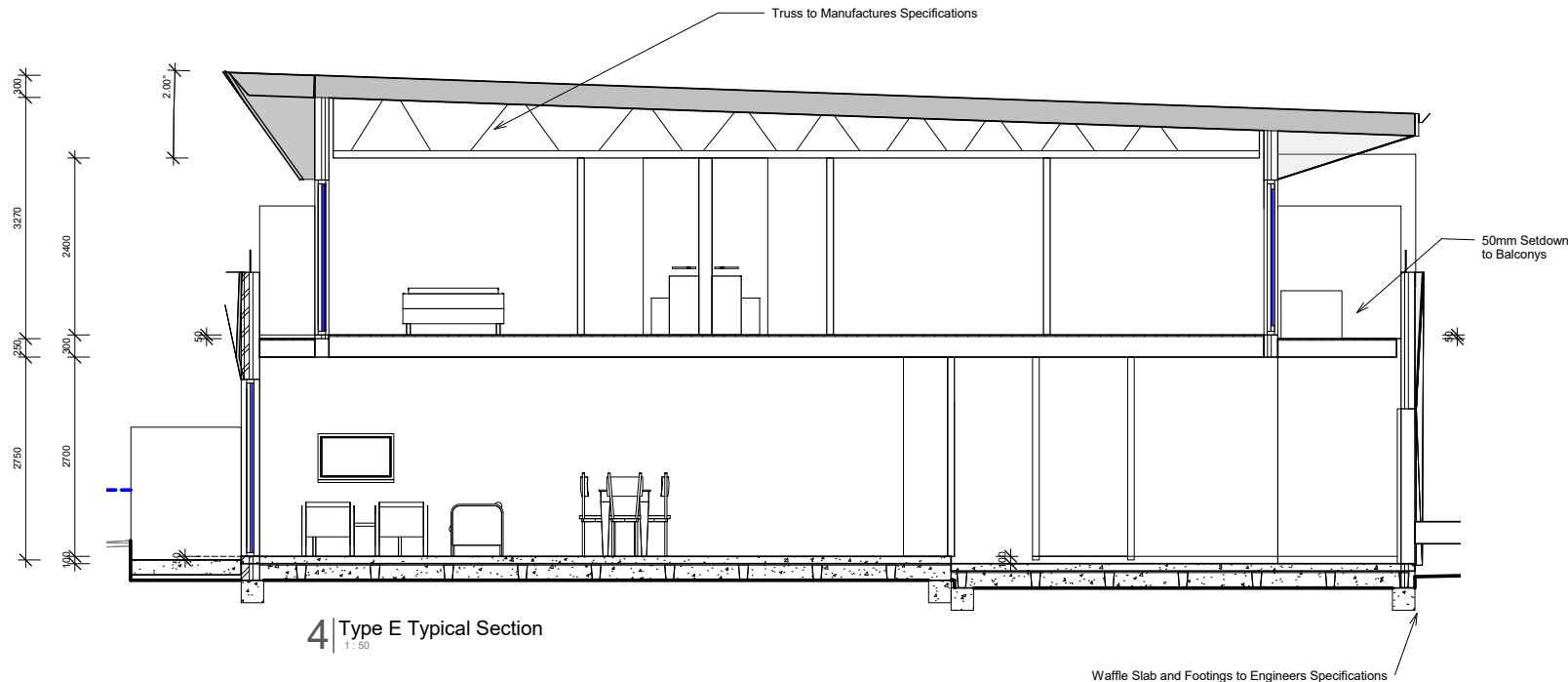
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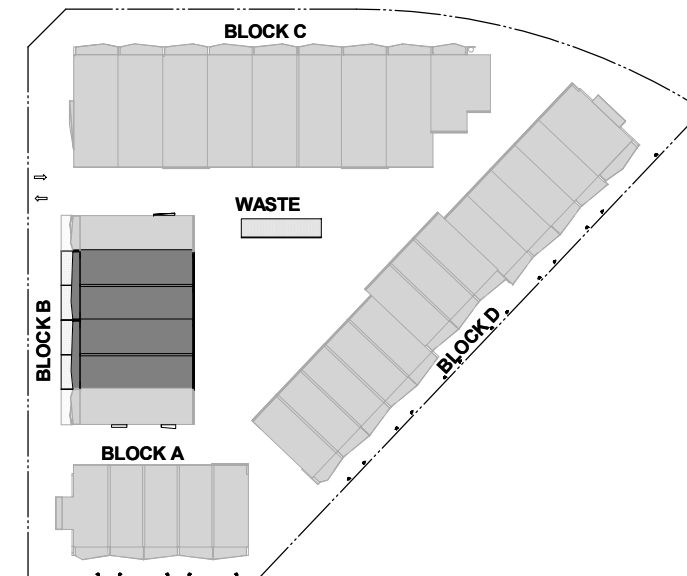
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Waterproofing membranes for external above ground use must comply with AS 4654 Parts 1 and 2.

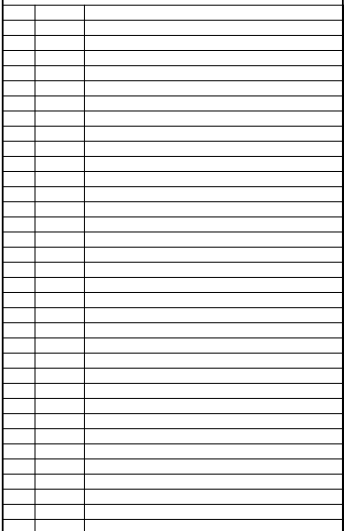
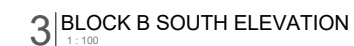
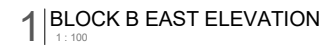


4 | Type E Typical Section
1:50



1 | Type E Typical Key Plan
1:500

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CLIENT MANIX PROPERTY GROUP	
PROJECT Multi-Res Development BLOCK 1 SECTION 30, LAWSON, ACT	
TITLE Type E Typical	
DATE 12/15/15	JOB No LAWS.B1.S30
SCALE As indicated @ A1	DRAWN Author
DRAWING No AD405	



	DRAWING No AD202
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Select Structure

BUILDING APPROVAL

Is amended under section 32 of the Building Act 2004

1 of 9

Number of pages

Dec 22, 2016

Issue Date



Livij Krevatin

Licence No. 2010979

THIS BA AMENDMENT IS ONLY RELATED TO THE CLOUDED AREA AND ANY OTHER CHANGES ARE NOT PART OF THIS AMENDMENT

LANDSCAPE NOTES

Make good any damage to disturbed areas and include all obvious work.

Strip and stockpile any top soil as directed by the superintendent.

The contractor shall confirm the locations of all services with the relevant authorities prior to earthworks and planting.

Planter bed mounds to consist of excess fill cultivated with topsoil and fertilizer as recommended by the plant supplier and topped with hardwood mulch to 50mm min. depth.

Remaining areas to be mulched garden beds UNO

Planting: supply and plant as per schedule. Fertilise all plants with 30gms low phosphorous 'osmocote' at time of planting. Excavate planting hole 100mm wider and deeper than pot size, set plant level in hole, and backfill with topsoil mix. Stake all deciduous trees with two 1800x50x50mm hardwood stakes embedded 500mm, 300mm away from trunk. Where support is necessary, tie trunk to stake with 2 no. 50mm wide hessian ties, tied as low to ground as possible.

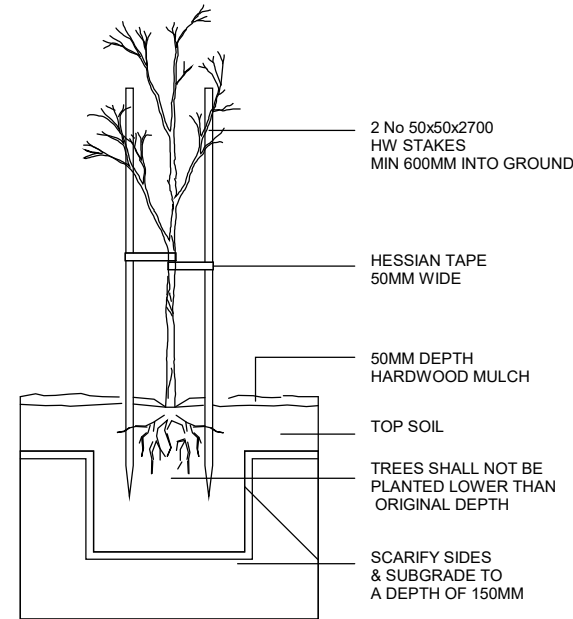
Mulching: supply and place 75mm 'coarse Hardwood' mulch to all garden areas. Form 1000mm dia mulched watering basins to all trees in dry grass.

Verge Dryland Grassing: cultivate, topsoil, prepare for and sow dryland grass mix 'type c' spread bitumant / straw mulch, and fertilise

Consolidation period to be 13 weeks.

Perimeter
Pitaspurum hedges (generally in front of a 1.5m high temporary chainwire fence) are to be used to the perimeter of the site to create a 'green' buffer to the property boundary.

Internal Landscape
The internal common area is primarily mulched garden beds with canopy trees used to provide future shading. Shrubs and groundcovers are used to the perimeter to soften visual impact to the driveway and amenities.



TYPICAL TREE PLANTING DETAIL

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL AMENDED
PURSUANT TO SECTION 198
IN RESPECT OF THE NOMINATED
AMENDMENTS ONLY

Delegate name GIRISH SAGARAM

Date 2/12/2016

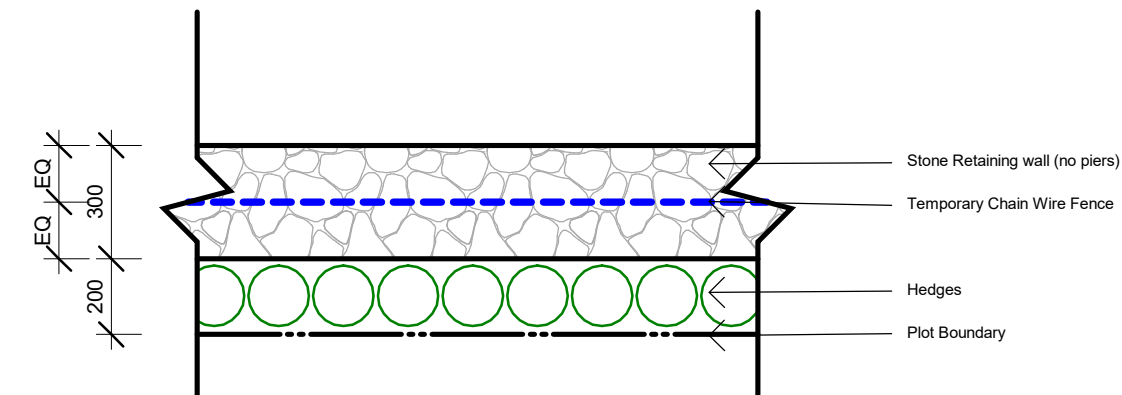
- LEGEND
- PROPOSED TREES
 - GROUND COVERS & ACCENT PLANTS
 - HEDGES & SCREENING PLANTS
 - CONCRETE PAVERS OR PATHS
 - TILED SLABS OR PIGMENTED CONCRETE
 - LAWN
 - MULCHED GARDEN BEDS (hardwood chips)
 - PIGMENTED OR STAMPED CONCRETE PATHS, PARKING AREAS & DECORATIVE DRIVEWAY STRIPS
 - TEMPORARY CHAINWIRE FENCE BEHIND HEDGE (height varies)

Plant Schedule Code	Name	TREE HEIGHT
Tr	Acer palmatum (Japanese maple)	1m high
Ap	Pyrus ussuriensis (Manchurian pear)	1m high
Pu	Pistacia chinensis (Chinese Pistashia)	1m high
Pc	Ulmus parvifolia (Chinese Elm)	1m high

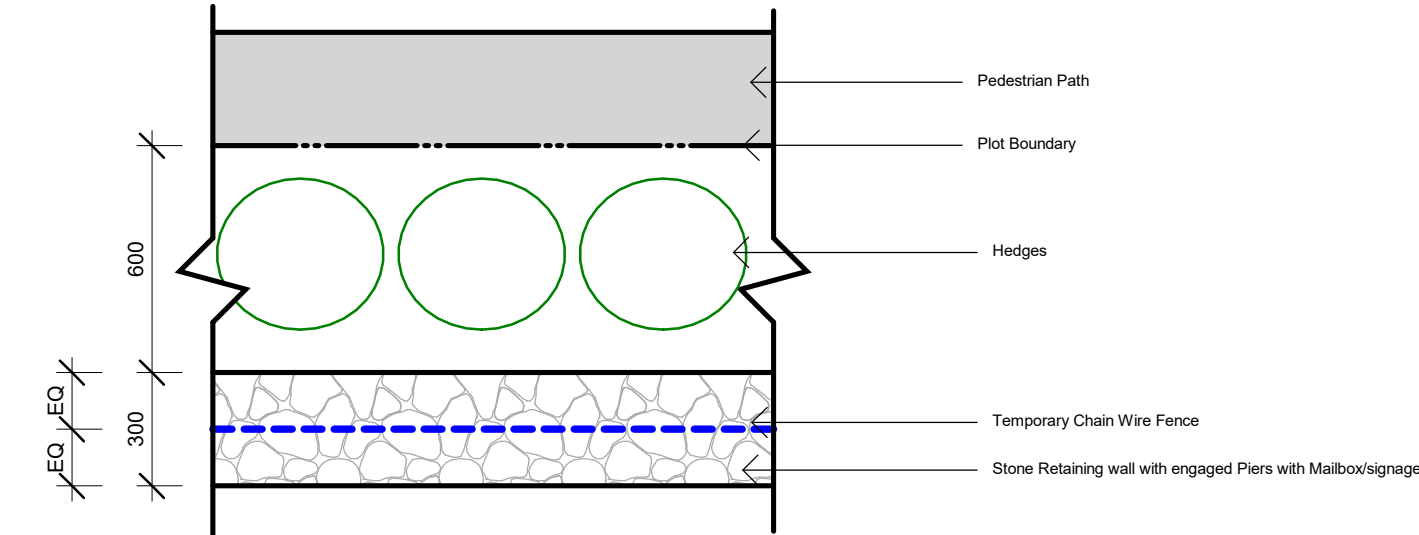
Shrubs and Groundcovers	Pot Size (mm)
Li	140
Pip	140
Pjs	140mm pots @ 1m cts max.
Lm	50mm pots



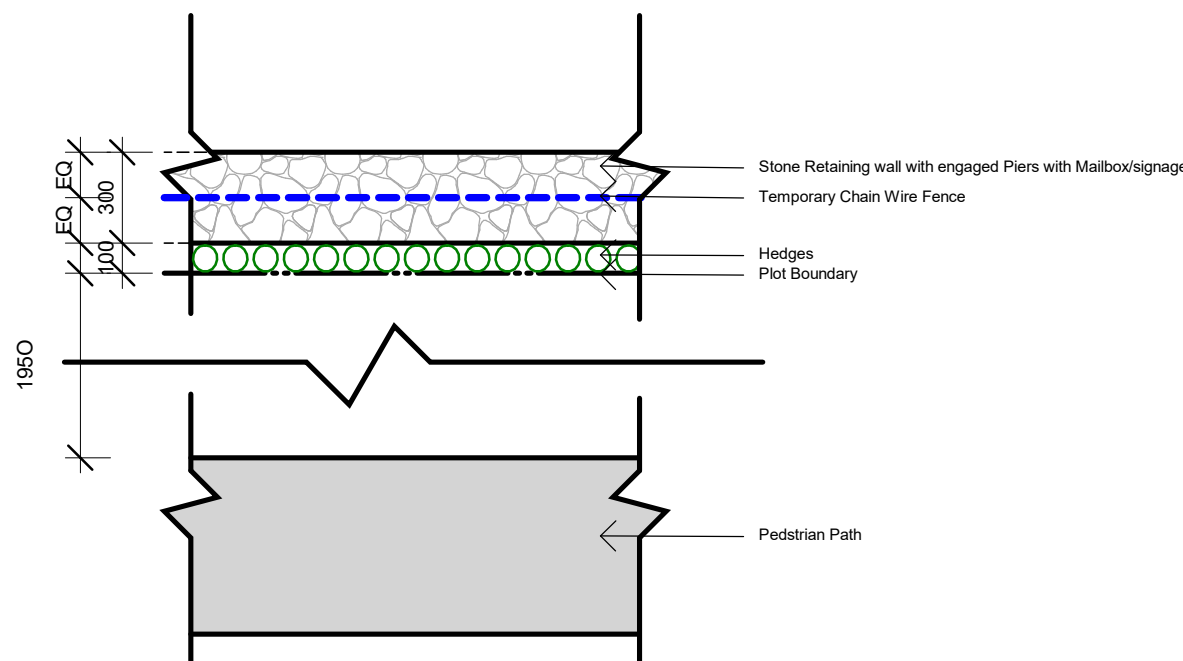
1 Landscape Plan
1 : 250



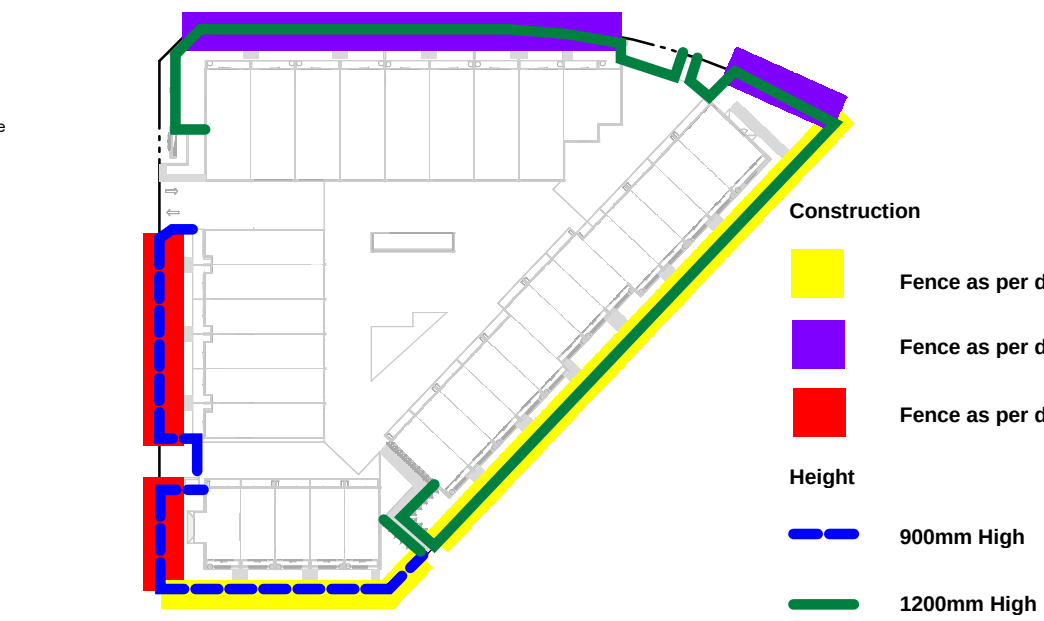
2 Block A and D Fence Detail
1 : 20



3 Block C Fence Detail
1 : 20



4 Block B Fence Detail
1 : 20



5 Fencing Detail Legend
1 : 1000



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CLIENT
MANIX PROPERTY GROUP
PROJECT
Multi-Res Development
BLOCK 1 SECTION 30, LAWSON, ACT

TITLE
Landscape Plan

DATE
SEPT. '15
SCALE
As indicated @ A1
JOB No
LAWS.B1.S30
DRAWN
Author

DRAWING No
AD102

POST CONSTRUCTION

THIS BA AMENDMENT IS ONLY RELATED TO THE
CLOUDED AREA AND ANY OTHER CHANGES ARE
NOT PART OF THIS AMENDMENT

Select Structure

BUILDING APPROVAL

is amended under section 32 of
the Building Act 2004

2 of 9

Number of pages

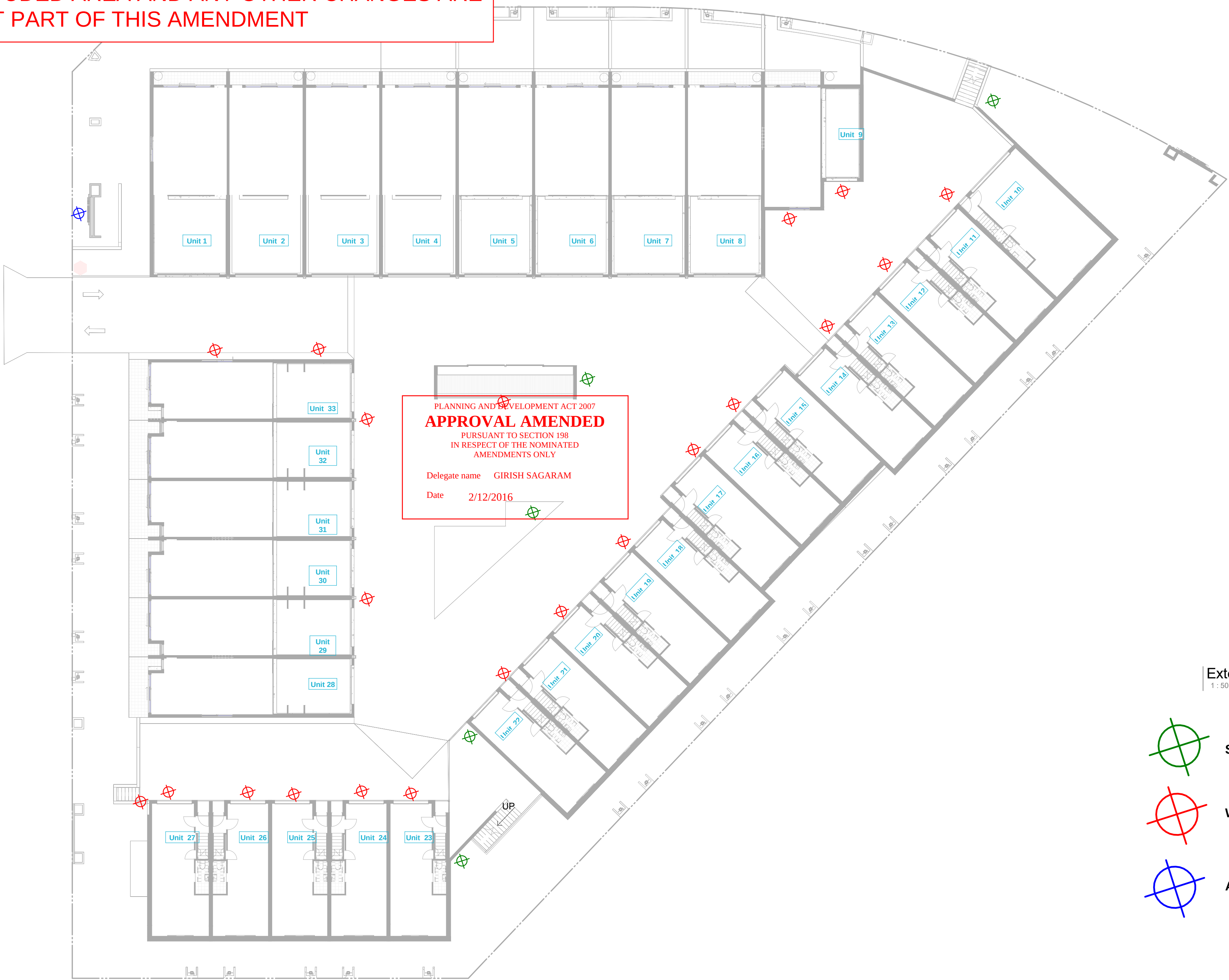
Dec 22, 2016

Issue Date

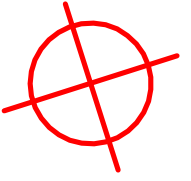
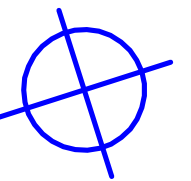


Livij Krevatin

Licence No. 2010979



External Lighting Legend
1 : 50

-  Street Light (Pole Mounted)
-  Wall Mounted Lighting
-  Ambient Lighting (Backlit signage)

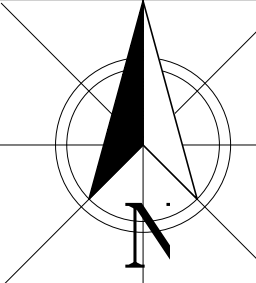
1 External Lighting Plan
1 : 200

PROJECT: Multi-Res Development
ISSUE: POST CONSTRUCTION
DRAWING TITLE: External Lighting Plan

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CLIENT: MANIX PROPERTY GROUP
PROJECT ADDRESS: BLOCK 1 SECTION 30, LAWSON, ACT

26	15/11/16	External Lighting Plan amended
Issue	date	amendment



DATE: 11/15/16
DRAWN: Author
SCALE: As indicated @ A1
PR. NO: LAWS.B1.S30
DWG NO: AD704

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BUILDING APPROVAL

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2 of 9

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Hugh Gordon Architect

Unit 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 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— **Dark grey - Post Concrete Finish to parking and pedestrian areas**

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL AMENDED
PURSUANT TO SECTION 198
IN RESPECT OF THE NOMINATED
AMENDMENTS ONLY

Delegate name GIRISH SAGARAM
Date 2/12/2016

1 | Driveway Plan

28/11/2016 8:21:16 PM

POST CONSTRUCTION

Page 58 of 82

[illegible]



Delegate name GIRISH SAGARAM
Date 2/12/2016



**Hugh
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Architect**

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15	19/10/16	Privacy Screen added/removed or altered
14	19/10/16	Block A, C & D Accent cladding altered and External Nib walls added between some units.
13	19/10/16	Mailbox and signage altered
12	19/10/16	Door or Window added/altered/removed
11	19/10/16	External Colours updated
10	19/10/16	Accent cladding altered or removed.
7	16/10/16	Block B & C FFL levels updated

AMENDMENTS

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MANIX PROPERTY GROUP

PROJECT

Multi-Res Development
BLOCK 1 SECTION 30, LAWSON, ACT

TITLE

Street Elevations

DATE
SEPT. '15

SCALE

1 : 150 @ A1 **Author**

DRAWING No
AD205

Select Structure

BUILDING APPROVAL

is amended under section 32 of the Building Act 2004

6 of 9

Number of pages

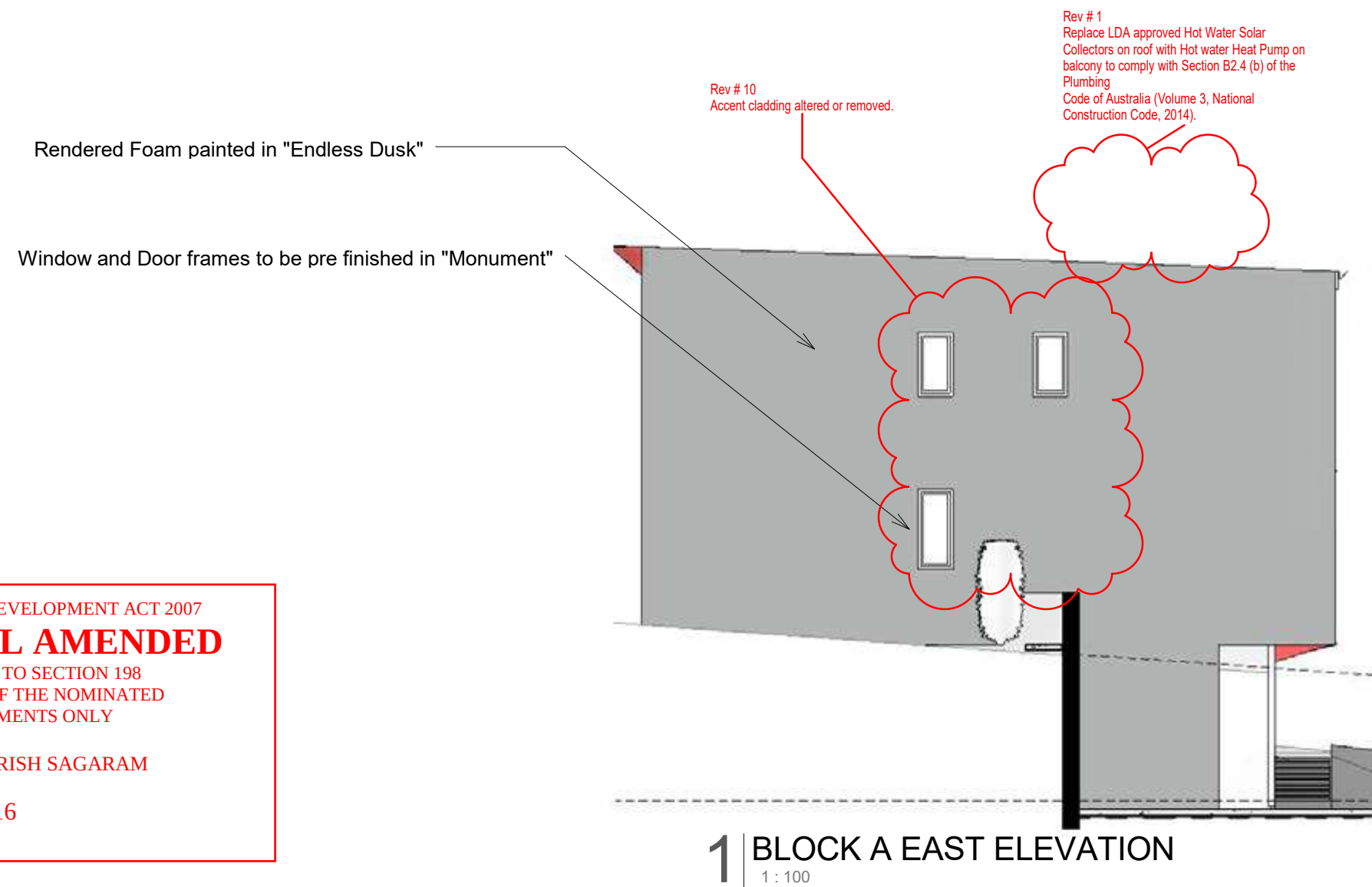
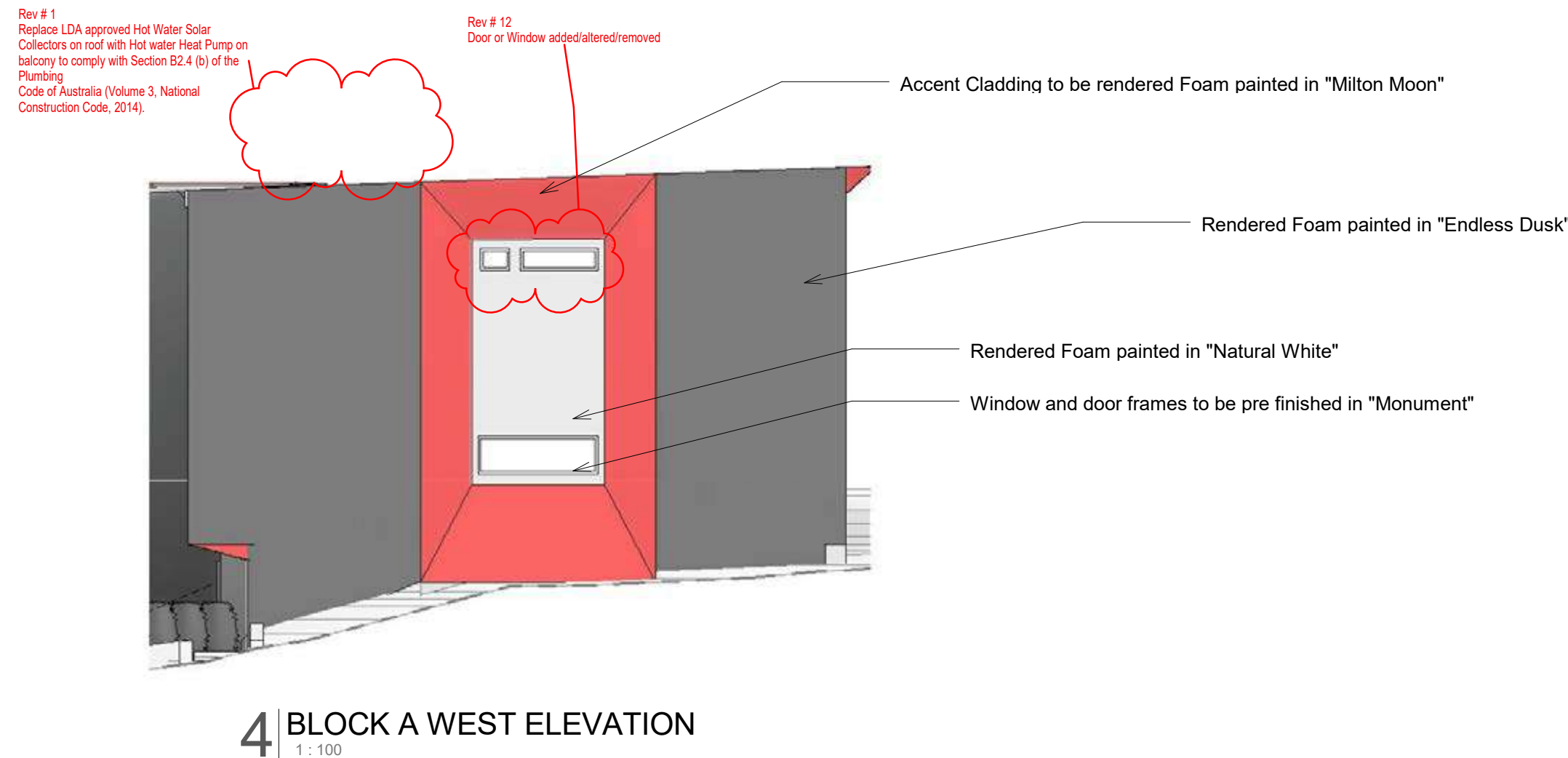
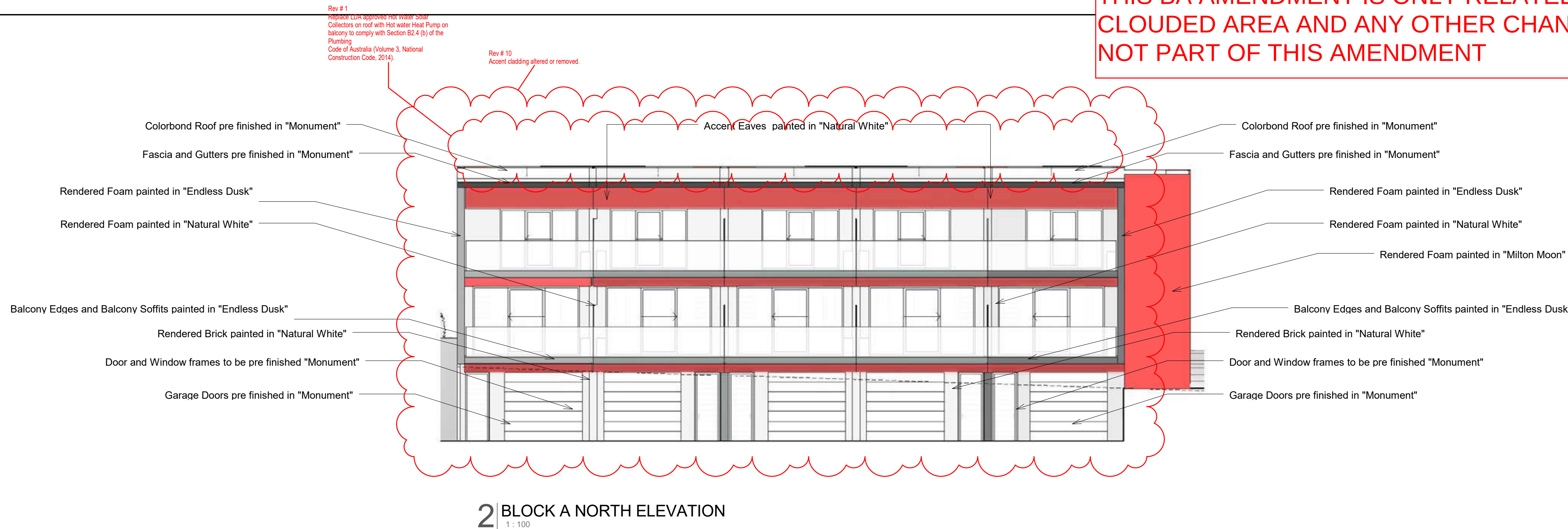
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Issue Date



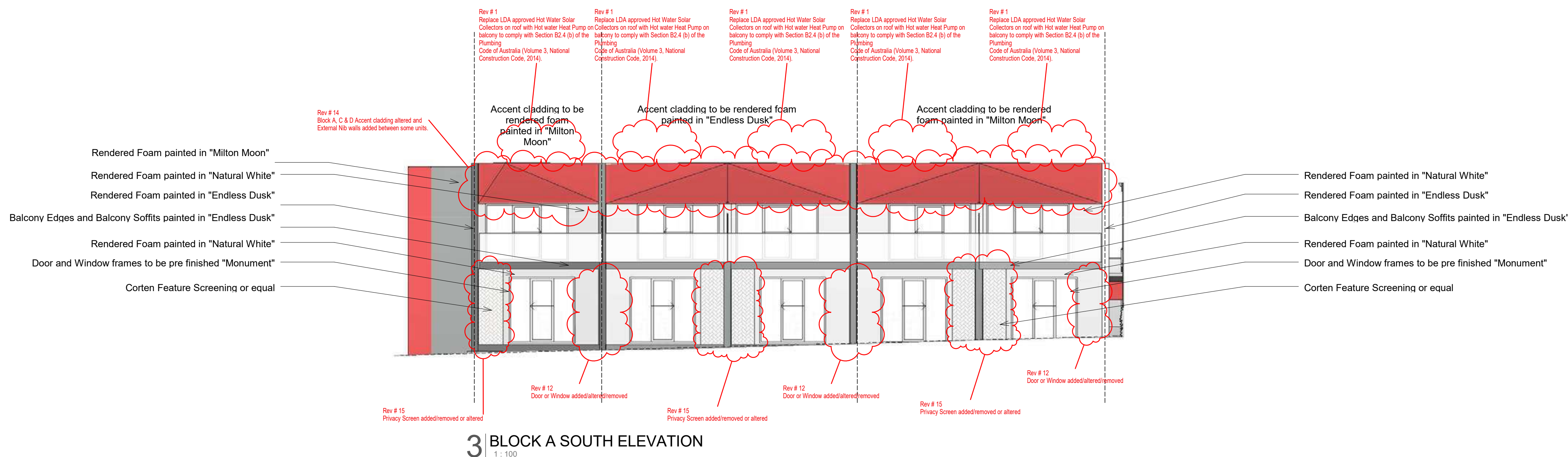
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PLANNING AND DEVELOPMENT ACT 2007
APPROVAL AMENDED
PURSUANT TO SECTION 198
IN RESPECT OF THE NOMINATED
AMENDMENTS ONLY

Delegate name GIRISH SAGARAM
Date 2/12/2016





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Architect

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15	19/10/16	Privacy Screen added/removed or altered
14	19/10/16	Block A, C & D Accent cladding altered and External Nib walls added between some units.
12	19/10/16	Door or Window added/altered/removed
11	19/10/16	External Colours updated
10	19/10/16	Accent cladding altered or removed.
1	21/01/16	Replace LDA approved Hot Water Solar Collectors on roof with Hot water Heat Pump on balcony to comply with Section B2.4 (b) of the Plumbing Code of Australia (Volume 3, National Construction Code, 2014).

AMENDMENTS

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MANIX PROPERTY GROUP

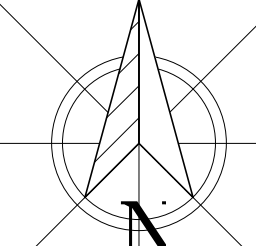
PROJECT

**Multi-Res Development
BLOCK 1 SECTION 30, LAWSON, ACT**

TITLE

Blocks A Elevations

DATE JAN. '15	JOB No LAWS.B1.S30
SCALE 1 : 100 @ A1	DRAWN Author



DRAWING No
AD201

NOTE: Accent Cladding Shown in Red Hatch

POST CONSTRUCTION



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NOTE: Accent Cladding Shown in Red Hatch

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Select Structure

BUILDING APPROVAL

is amended under section 32 of the Building Act 2004

8 of 9

Number of pages

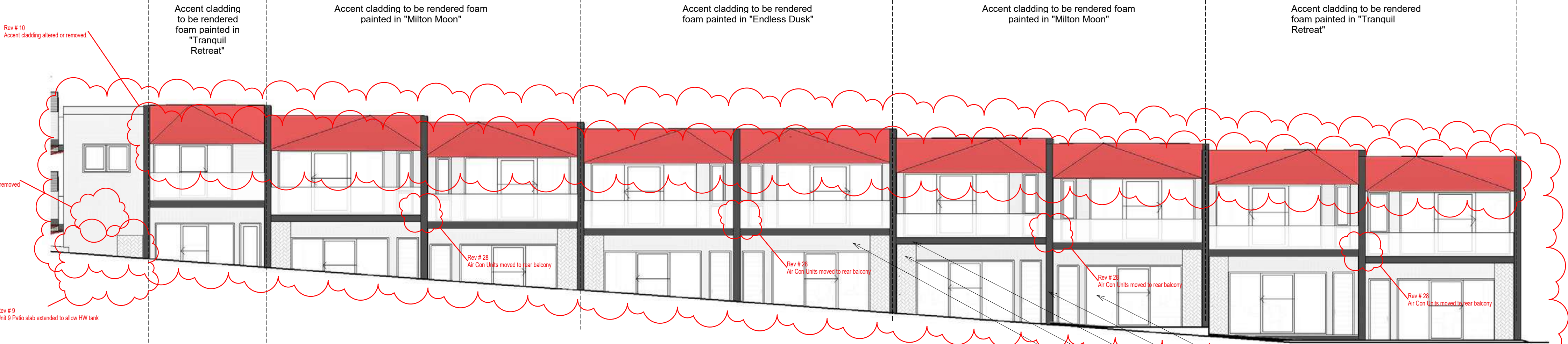
Dec 22, 2016

Issue Date



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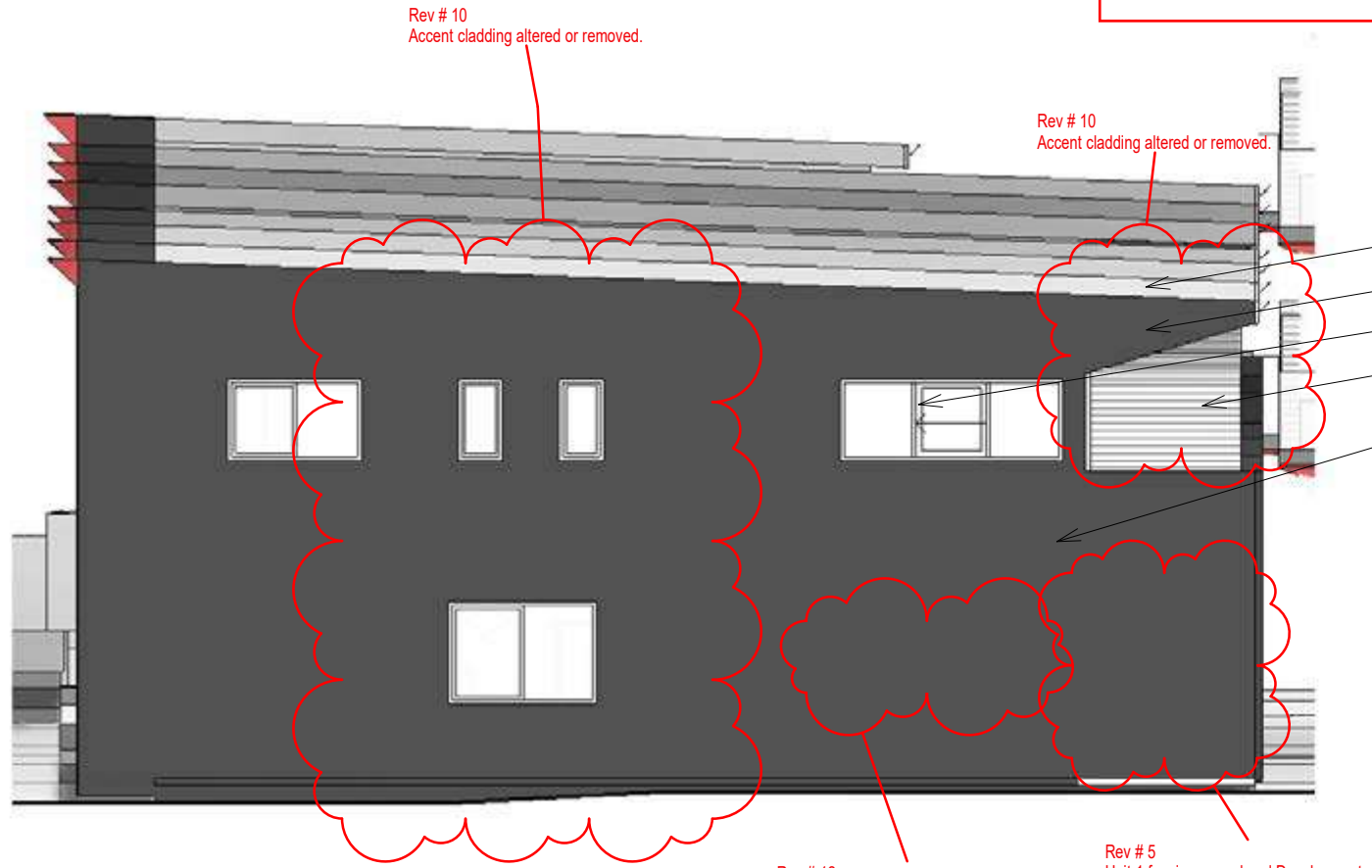
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3 BLOCK C NORTH ELEVATION
1 : 100

THIS BA AMENDMENT IS ONLY RELATED TO THE CLOUDED AREA AND ANY OTHER CHANGES ARE NOT PART OF THIS AMENDMENT

- Window and Door frame pre finished in "Monument"
- Rendered brick painted in "Mt Eden"
- Balcony Edges and Balcony Soffits painted in "Mt Eden"
- Corten Feature Screening or equal
- Rendered Foam painted in "Natural White"



2 BLOCK C WEST ELEVATION
1 : 100

- Roof, Fascia, Gutters, Flashing to be pre finished "Monument"
- Rendered foam painted in "Mt Eden"
- Door and Window frames to be pre finished in "Monument"
- Aluminium Slat Privacy Screens pre finished in "Monument"
- Rendered Brick painted in "Mt Eden"

- Roof, Fascia, Gutters, Flashing to be pre finished "Monument"
- Rendered foam painted in "Tranquil Retreat"
- Rendered foam painted in "Natural White"
- Door and Window frames to be pre finished in "Monument"
- Rendered Brick painted in "Mt Eden"

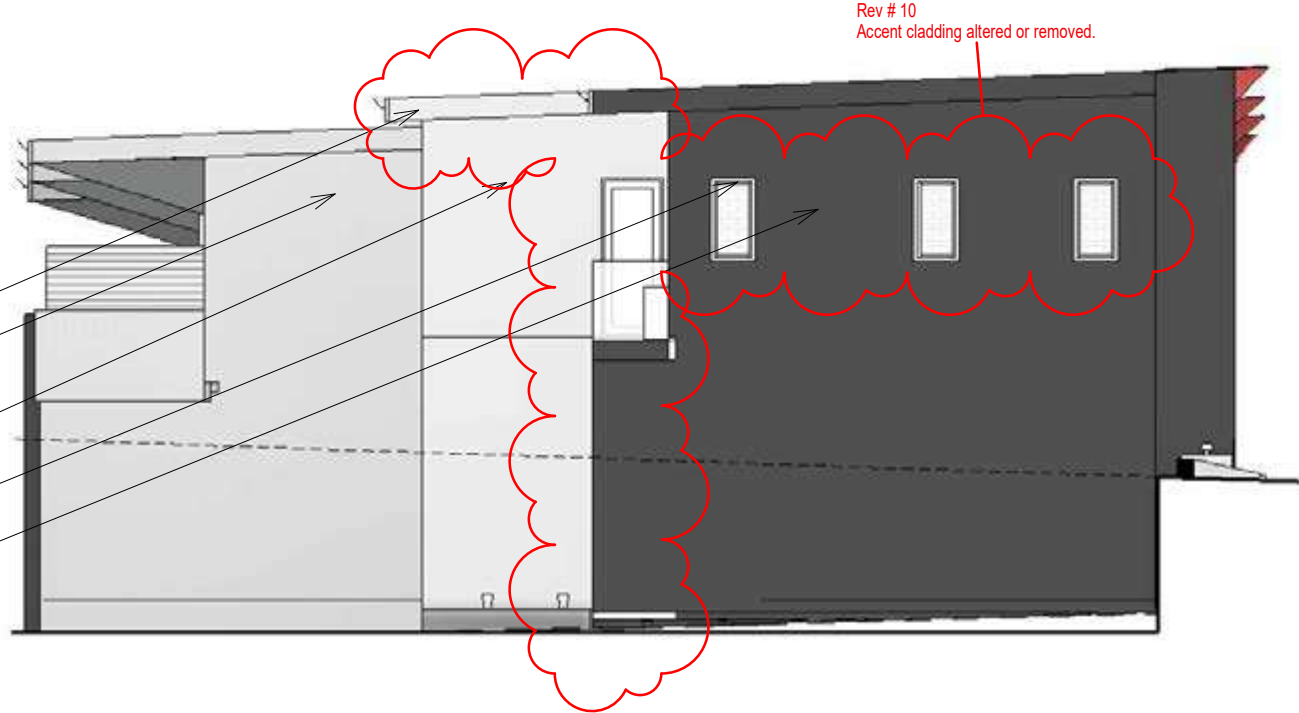
APPROVAL AMENDED

PURSUANT TO SECTION 198

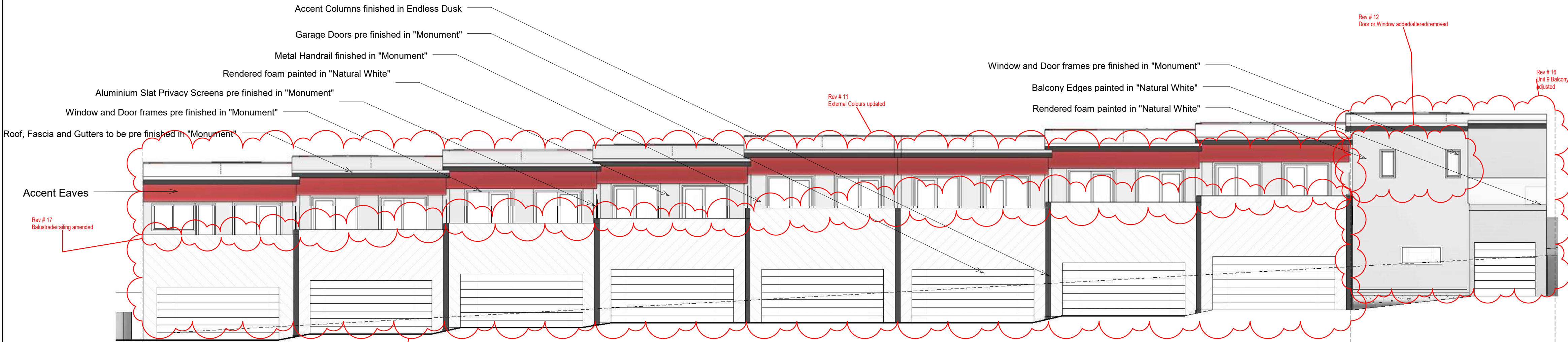
AMENDMENTS ONLY

Delegate name GIRISH SAGARAM

Date 2/12/2016



1 BLOCK C EAST ELEVATION
1 : 100



4 BLOCK C SOUTH ELEVATION
1 : 100

POST CONSTRUCTION



Hugh Gordon Architect

Unit 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

28	15/11/16	Air Con Units moved to rear balcony
17	19/10/16	Balustrade/railing amended
16	19/10/16	Unit 9 Balcony, Cladding and UFL openings adjusted
12	19/10/16	Door or Window added/altered/removed
11	19/10/16	External Colours updated
10	19/10/16	Accent cladding altered or removed
9	19/10/16	Unit 9 Patio slab extended to allow HW tank
7	16/10/16	Block B & C FFL levels updated
5	16/10/16	Unit 1 fencing moved and Development Signage added on Stone Pier with Electrical Services Box behind

AMENDMENTS

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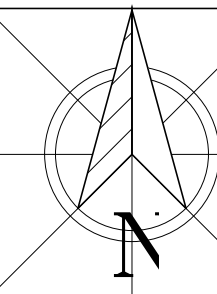
PROJECT

Multi-Res Development
BLOCK 1 SECTION 30, LAWSON, ACT

TITLE

Block C Elevations

DATE	JOB No
06/29/14	LAWS.B1.S30
SCALE	DRAWN
1 : 100 @ A1	Author

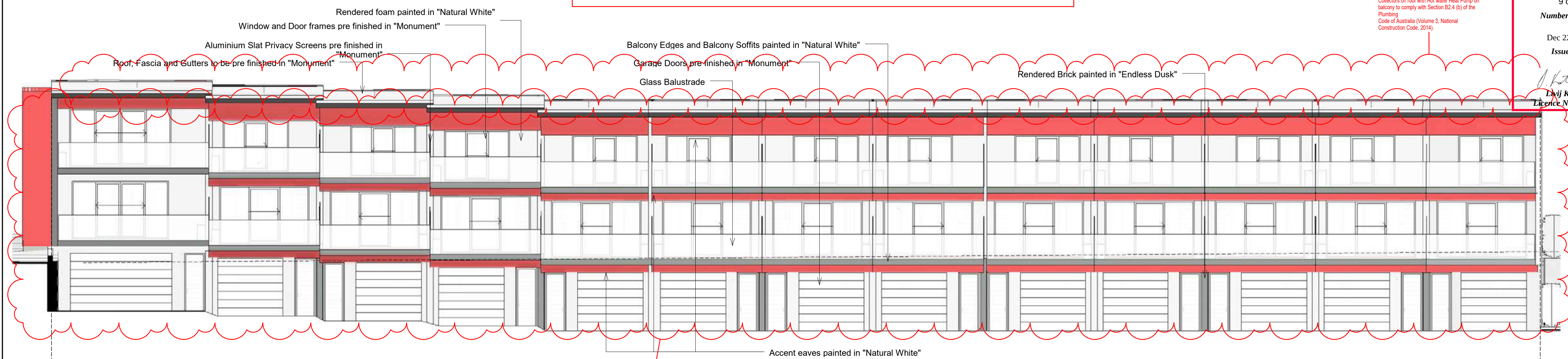
	DRAWING No
	AD203

NOTE: Accent Cladding Shown in Red Hatch

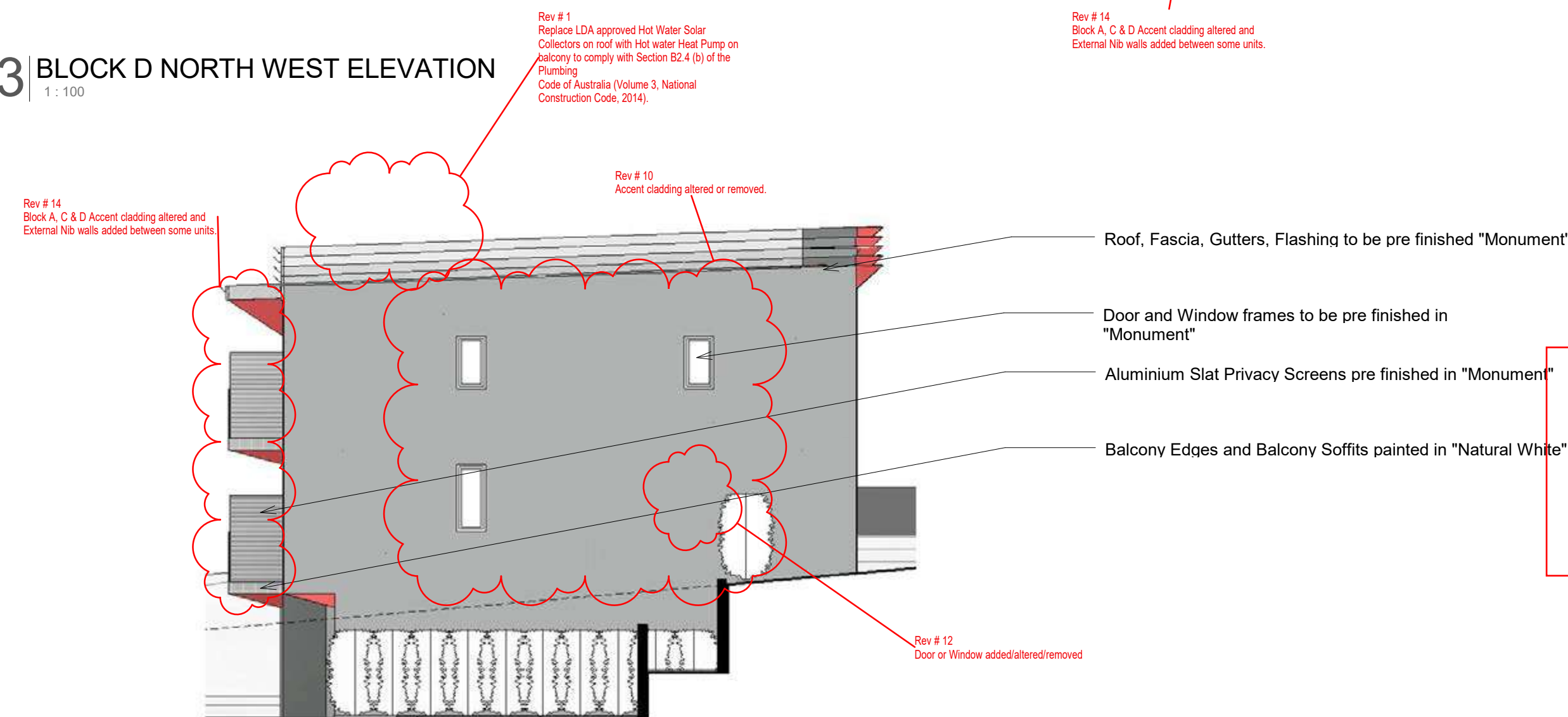


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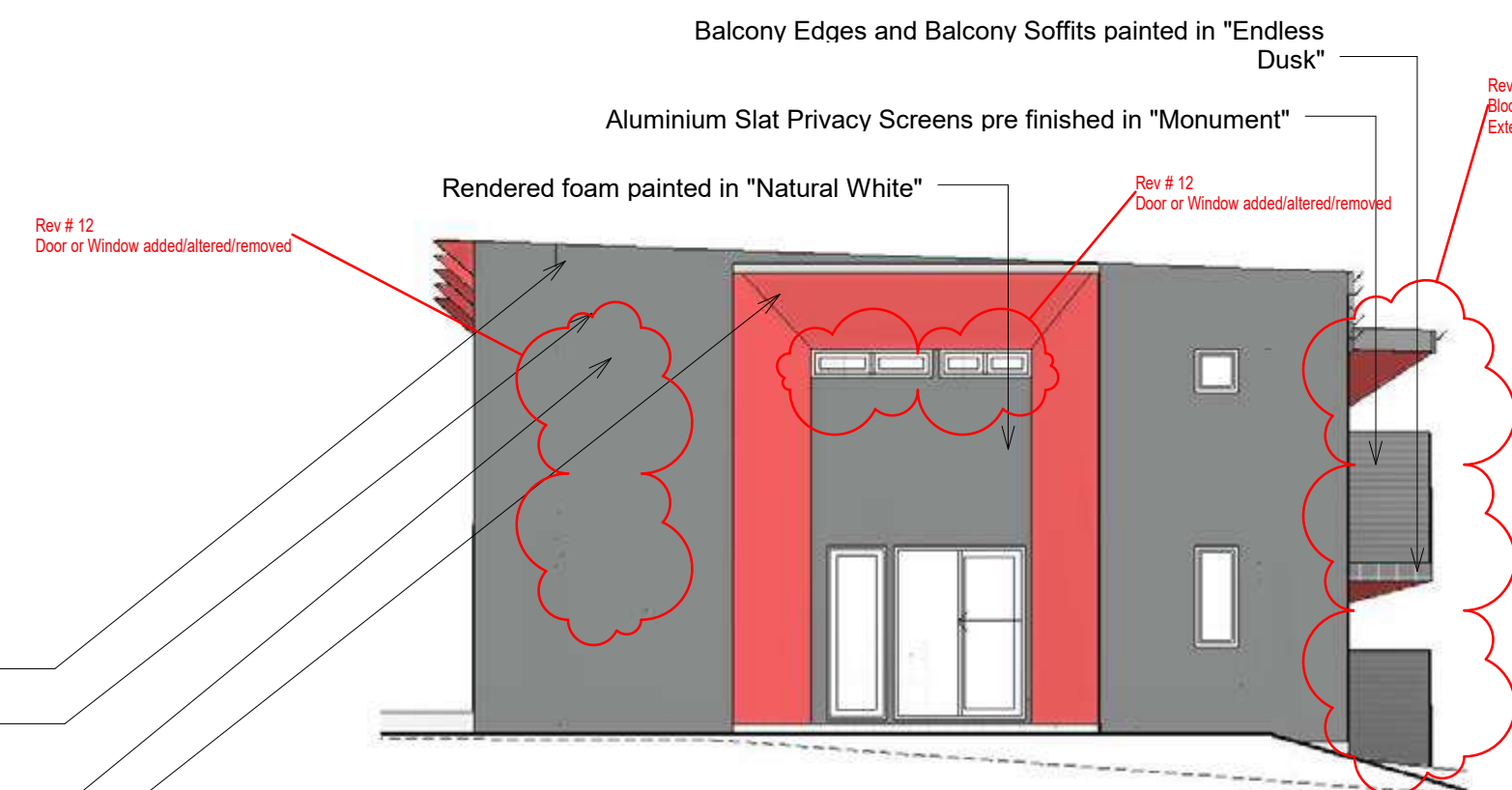
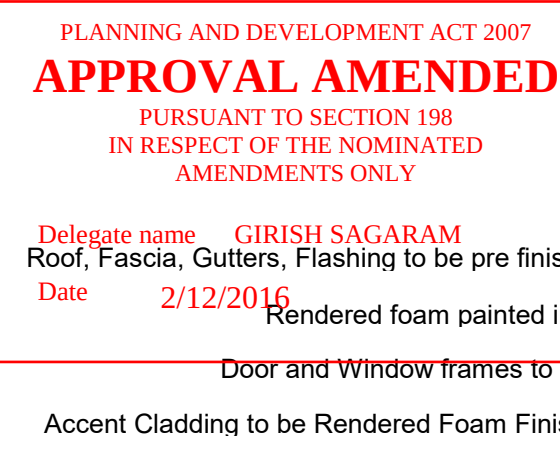
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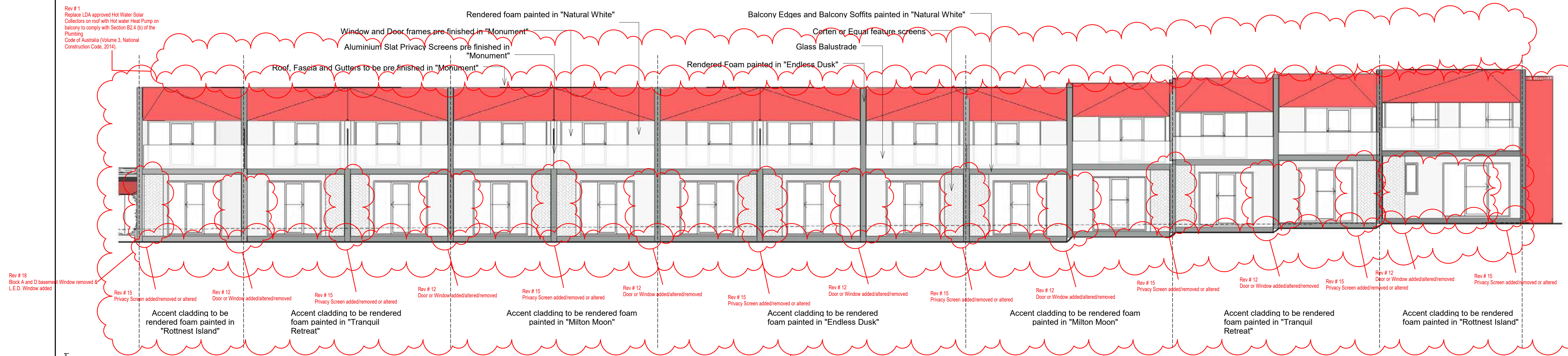
3 BLOCK D NORTH WEST ELEVATION



2 BLOCK D SOUTH WEST ELEVATION
1:100



1 BLOCK D NORTH EAST ELEVATION
1:100



4 | BLOCK D SOUTH EAST ELEVATION
1 : 100

NOTE: Accent Cladding Shown in Red Hatch

POST CONSTRUCTION

18	19/10/16	Block A and D basement Window removed & LED Window added
15	19/10/16	Privacy Screen added/removed or altered
14	19/10/16	Block A, C & D accent cladding altered and External Nib walls added between some units.
12	19/10/16	Door or Window added/altered/removed
11	19/10/16	External Colours updated
10	19/10/16	Accent cladding altered or removed
1	21/01/16	Replace LHD approved Hot Water Solar Collectors on roof with Hot Water Heat Pump on balcony to comply with Section 82.4 (b) of the Plumbing Code of Australia (Volume 3, National Construction Code, 2016).

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PROJECT	
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Multi-Res Development
BLOCK 1 SECTION 30, LAWSON, ACT

TITLE

Block D Elevations

DATE
SEPT. '15

JOB No
LAWS.B1.S30

SCALE
1 : 100 @ A1

DRAWN **Author**

DRAWING No
D204



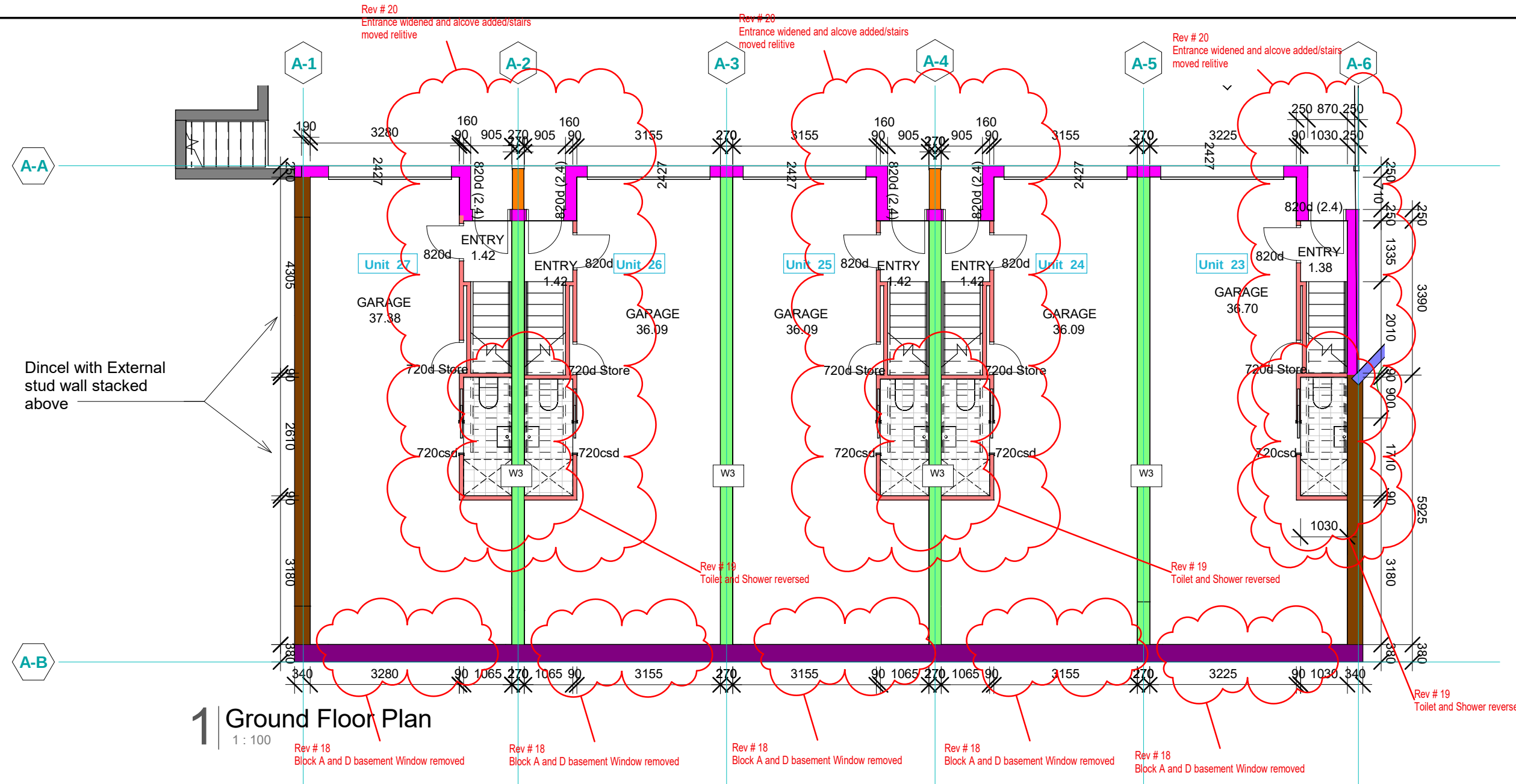
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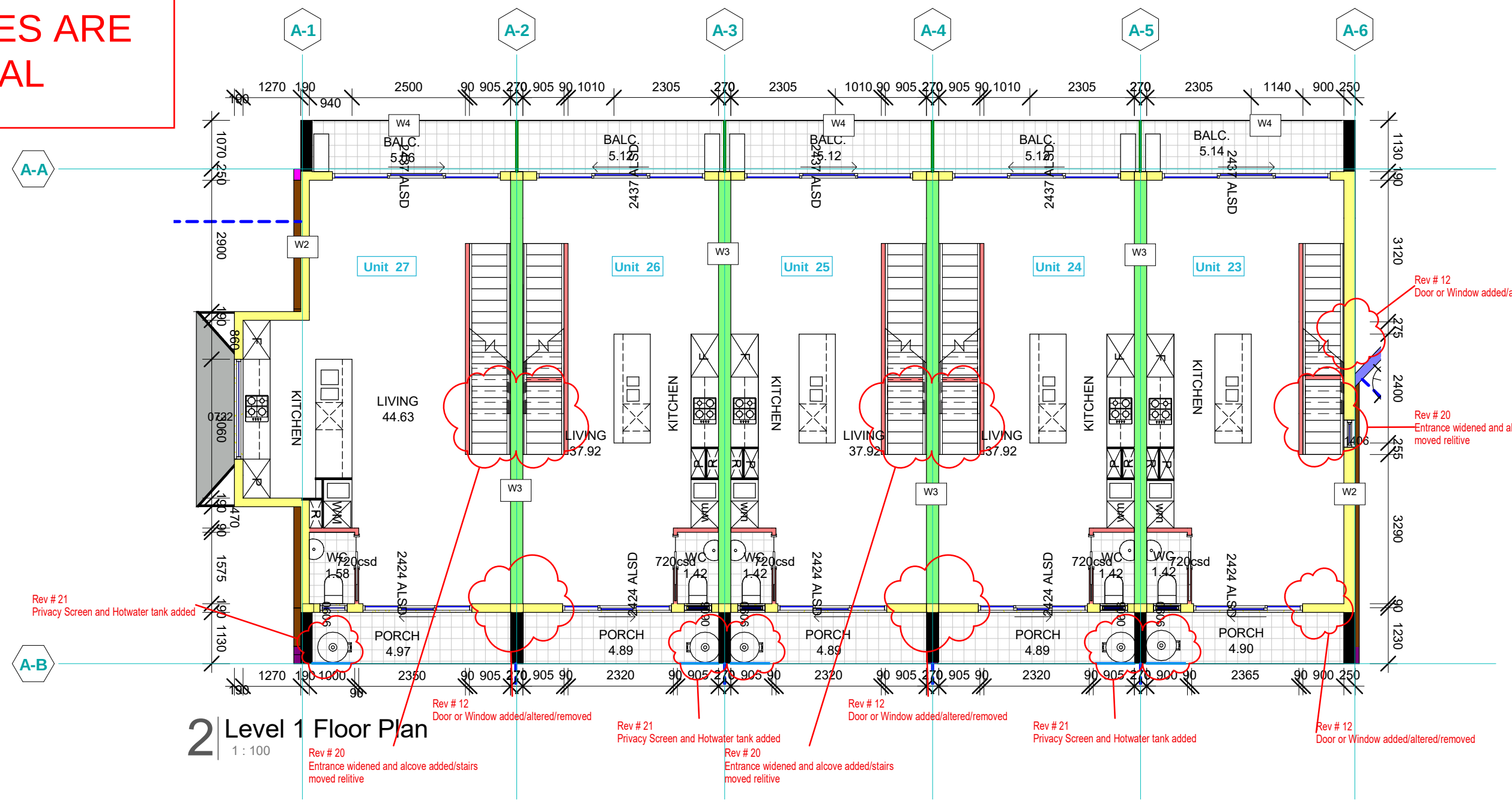
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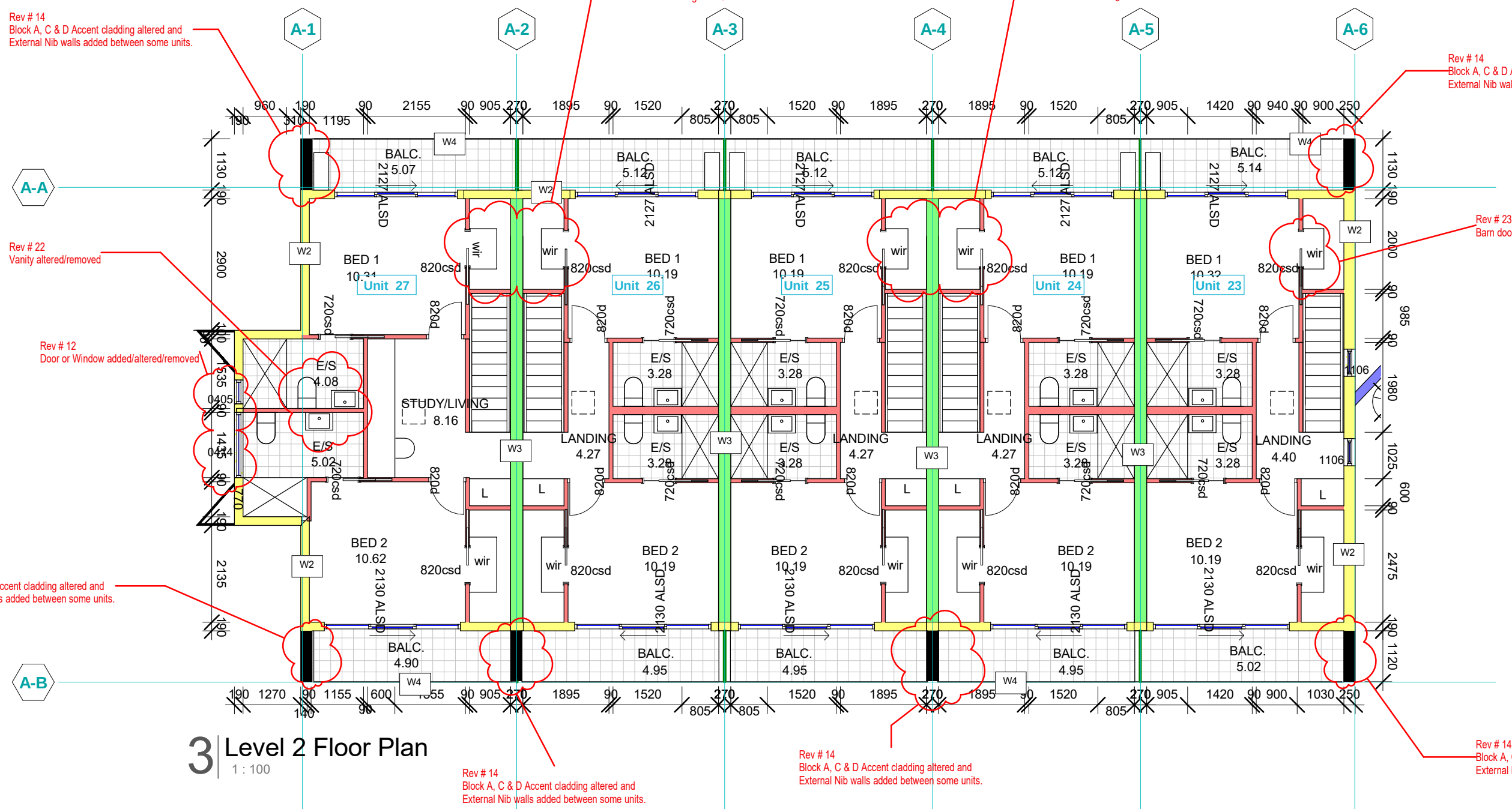
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1 Ground Floor Plan
1 : 100



2 Level 1 Floor Plan
1 : 100



3 Level 2 Floor Plan
1 : 100

Wall Types

ID	Name	Colour
W1	Internal Stud	
W2	External Cladding	
W3	Party Wall	
W4	Glass Panel	
W5	Privacy Screen	
W6	Privacy Slats	
W7	380mm Dintel	
W8	Stone Retaining Wall	
W9	Brick Veneer	
W10	External Partwall	
W11	250mm Dintel	
W12	Cavity Brick	
W13	340mm Dintel	



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23	2/11/16	Barn door changed to CVS
22	2/11/16	Vanity altered/removed
21	2/11/16	Privacy Screen and Hotwater tank added
20	2/11/16	Entrance widened and alcove added/stairs moved relative
19	2/11/16	Toilet and Shower reversed
18	19/10/16	Block A and D basement Window removed
14	19/10/16	Block A, C & D Accent cladding altered and External Nib walls added between some units.
12	19/10/16	Door or Window added/altered/removed

AMENDMENTS

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VERIFICATION OF DRAWINGS.
SITE BEFORE COMMENCING WORK, REPORT ANY DISCREPANCIES TO THE ARCHITECT.

CLIENT
MANIX PROPERTY GROUP

PROJECT
Multi-Res Development
BLOCK 1 SECTION 30, LAWSON, ACT

TITLE
Block A Plans

DATE
JAN. '15

SCALE
As indicated @ A1

JOB No
LAWS.B1.S30

DRAWN
Author

DRAWING No
AD106

2/11/2016 11:57:17 PM

POST CONSTRUCTION

Select Structure

BUILDING APPROVAL

is amended under section 32 of the Building Act 2004

2 of 10

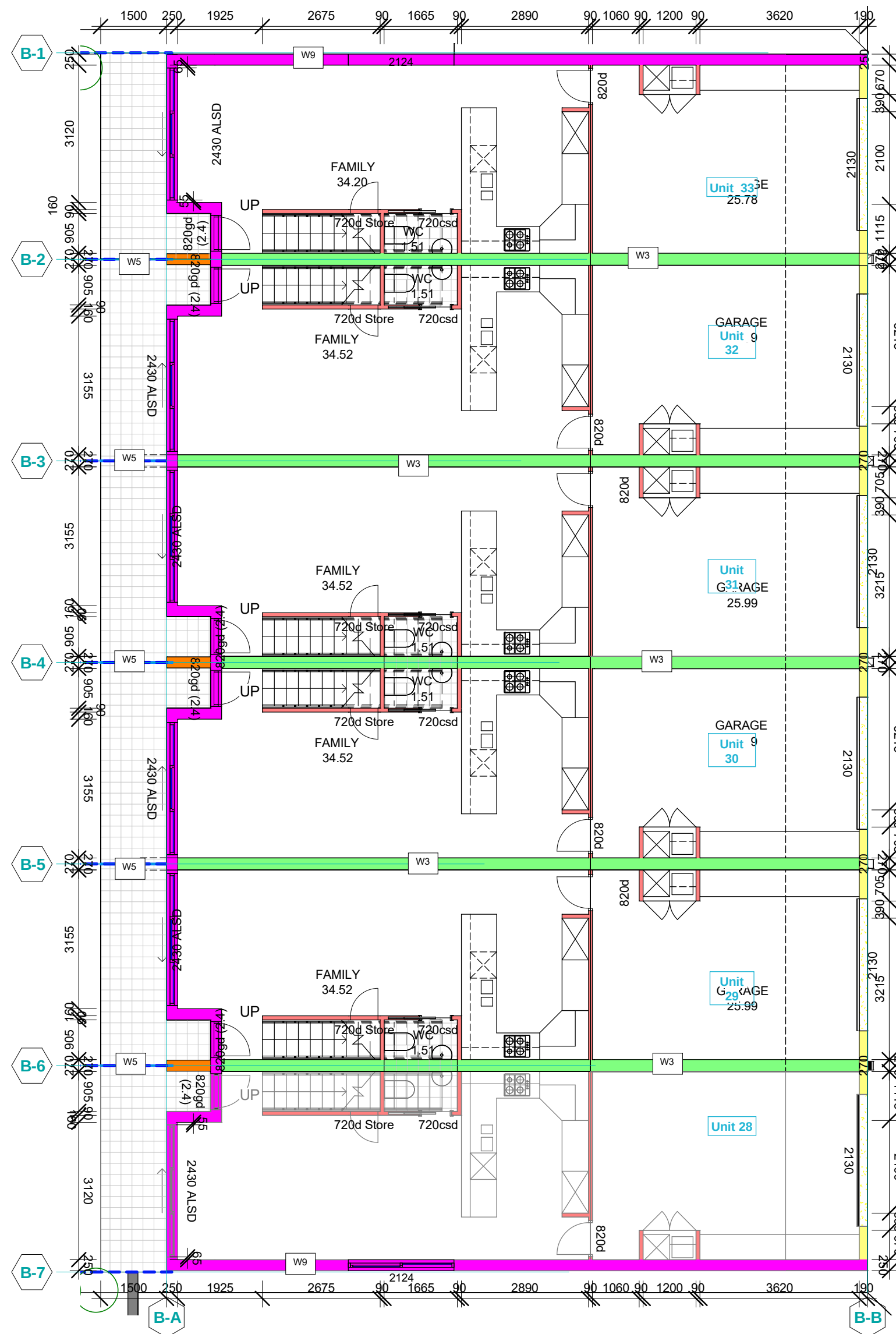
Number of pages

Dec 22, 2016

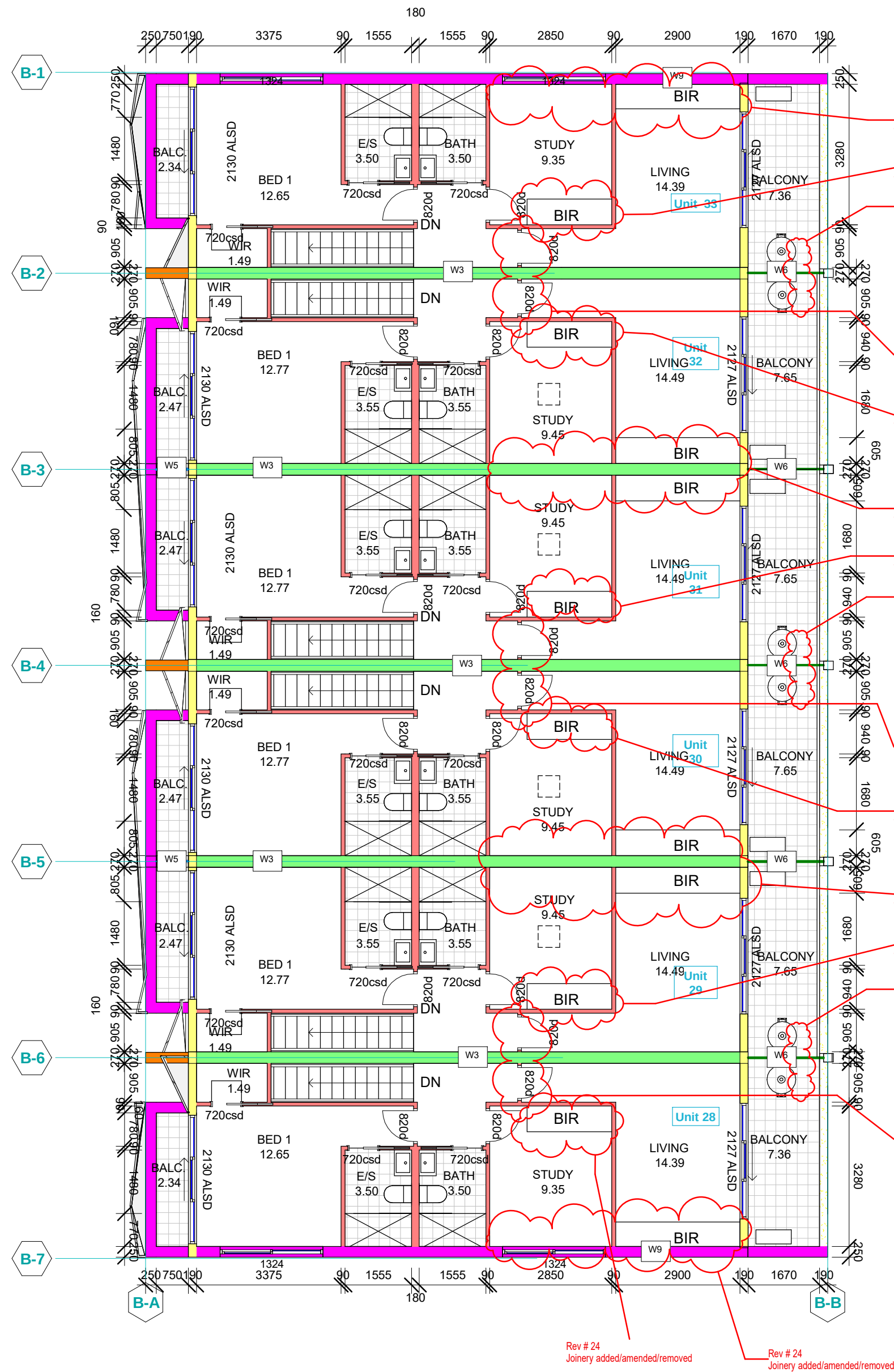
Issue Date


Livij Krevatin
Licence No. 2010979

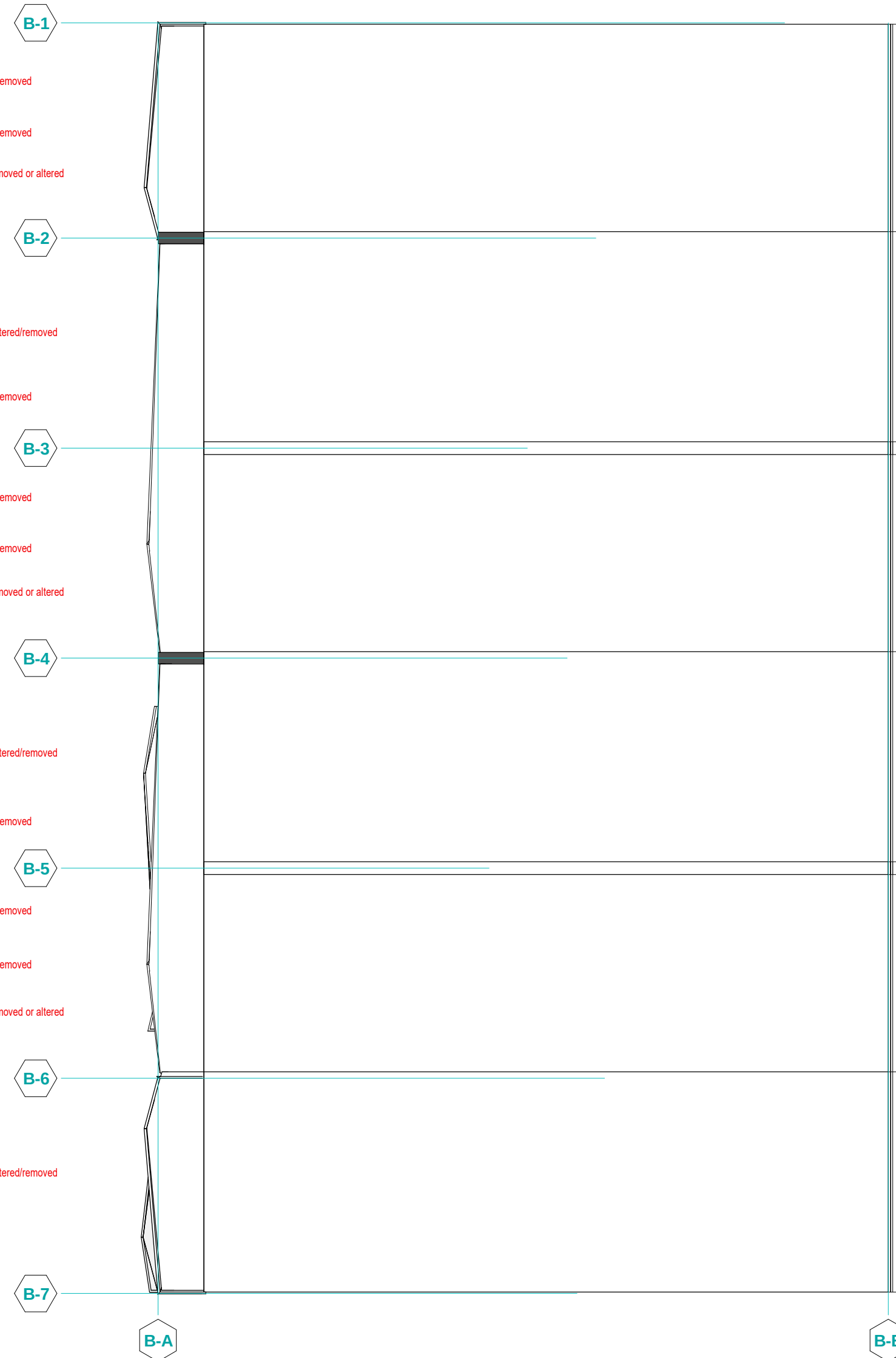
THIS BA AMENDMENT IS ONLY RELATED TO THE CLOUDED AREA AND ANY OTHER CHANGES ARE NOT PART OF THIS AMENDMENT APPROVAL



1 Ground Floor Plan
1 : 100



2 Level 1 Floor Plan
1 : 100



3 Level 2 Floor Plan
1 : 100

Wall Types

ID	Name	Colour
W1	Internal Stud	
W2	External Cladding	
W3	Party Wall	
W4	Glass Panel	
W5	Privacy Screen	
W6	Privacy Slats	
W7	380mm Dintel	
W8	Stone Retaining Wall	
W9	Brick Veneer	
W10	External Partiwall	
W11	250mm Dintel	
W12	Cavity Brick	
W13	340mm Dintel	



Hugh Gordon Architect

Unit 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
P (02) 6253 4448 F (02) 6253 3887
M 0410 625 701
E design@hughgordon.com.au
W www.hughgordon.com.au
A Home for Everyone
Canberra / Sydney / South Coast

24	2/11/16	Joinery added/amended/removed
15	19/10/15	Privacy Screen added/removed or altered
12	19/10/16	Door or Window added/altered/removed

AMENDMENTS

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DATE
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SCALE
As indicated @ A1

JOB No
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Author

DRAWING No
AD107

POST CONSTRUCTION

Select Structure

BUILDING APPROVAL

is amended under section 32 of the Building Act 2004

3 of 10

Number of pages

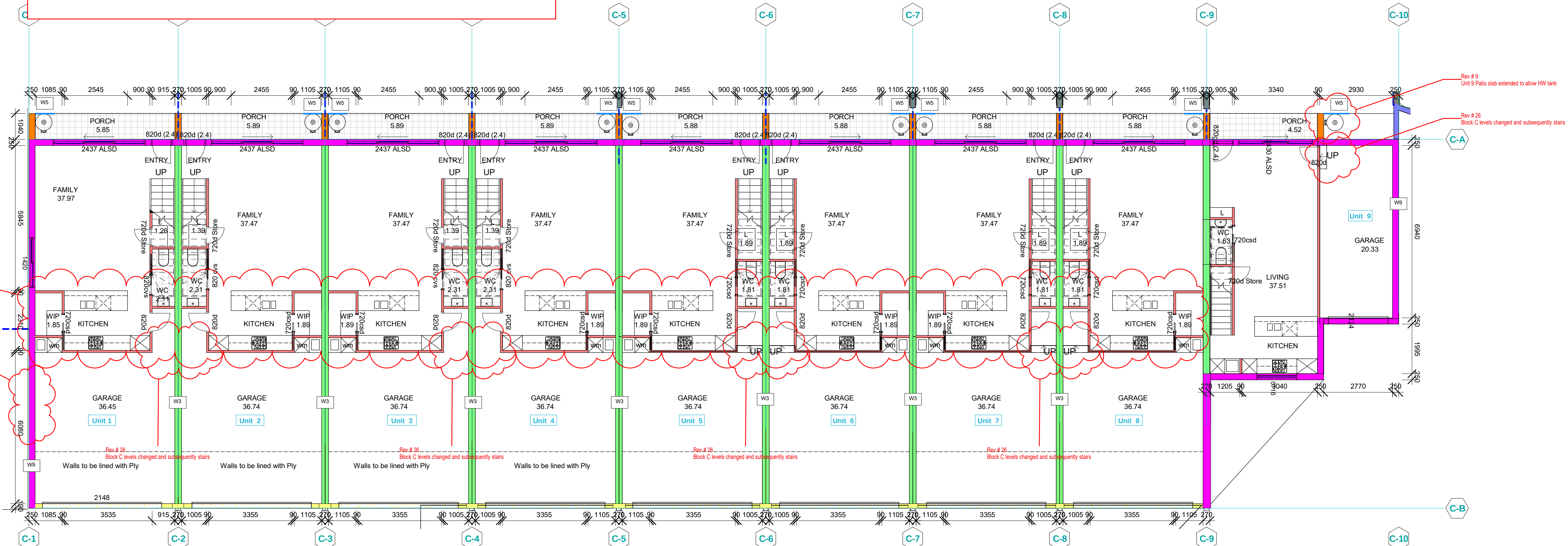
Dec 22, 2016

Issue Date

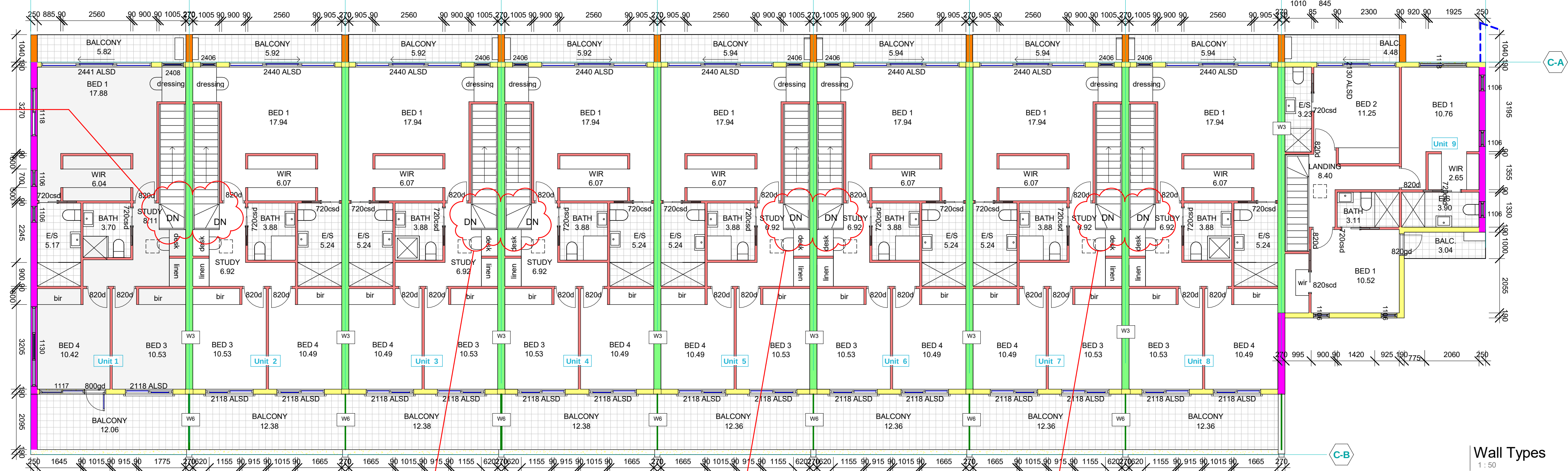
Livij Krevatin

Licence No. 2010979

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3 Ground Floor Plan
1 : 100



2 Level 1 Floor Plan
1 : 100

Wall Types
1 : 50

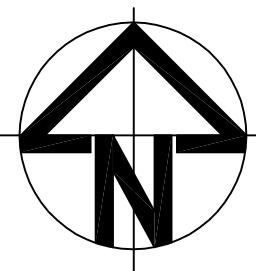
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Hugh Gordon Architect

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2/11/2016 11:57:33 PM



DRAINAGE PLAN
NUMBER: _____

OWNER: MANIX PROPERTY GROUP
BLOCK: 1 SECTION: 30
SUBURB: LAWSON, ACT

PLAN OF SANITARY DRAINAGE
DESIGNED TO AS3500

HYDRAULICS GENERAL NOTES.
GENERAL

EXISTING SERVICES HAVE BEEN PLOTTED FROM SUPPLIED DATA. THE MAIN CONTRACTORS REPRESENTATIVE DOES NOT GUARANTEE THE ACCURACY AND IT IS THE SUB-CONTRACTOR'S RESPONSIBILITY TO ESTABLISH THE LOCATION OF ALL EXISTING SERVICES PRIOR TO COMMENCING WORK. CLEARANCES SHALL BE OBTAINED FROM THE RELEVANT SERVICE AUTHORITY.

SUB-CONTRACTOR IS TO LOCATE AND CONFIRM LEVELS OF ALL EXISTING SERVICE CONNECTIONS PRIOR TO COMMENCING WORK. NOTIFY MAIN CONTRACTORS REPRESENTATIVE IMMEDIATELY IF ANY DIFFERENCES IN POSITION AND LEVEL ARE FOUND.

ALL WORK TO BE DONE IN ACCORDANCE WITH THE BCA, AS3500, THE GAS COMPANY, ACT WATER & SEWER AND ACT FIRE BRIGADE REQUIREMENTS AND REGULATIONS.

ALL DRAWINGS THAT FORM PART OF THIS CONTRACT SHALL BE READ IN CONJUNCTION WITH THE ARCHITECTURAL, ELECTRICAL, MECHANICAL AND SITEWORKS DRAWINGS AND THE SPECIFICATION.

THE SUB-CONTRACTOR, THEIR AGENT OR WHOEVER IS RESPONSIBLE FOR THE WORKS WITHIN THESE DRAWINGS SHALL TAKE FULL RESPONSIBILITY FOR AND CARRY OUT :

- THE PAYMENT OF ALL FEES TO ALL RELEVANT AUTHORITIES OR BODIES.
- THE RESTORATION OF SURFACE, PUBLIC OR OTHERWISE, TO THE SATISFACTION OF THE CONTROLLING BODY OR LESSEE.

ALL PIPES ARE TO BE IDENTIFIED AND LABELED. THE SUB-CONTRACTOR SHALL BE RESPONSIBLE FOR THE PAINTING OF ALL PIPEWORK TO AUTHORITY REQUIREMENTS.

ALL PIPEWORK EXPOSED TO SIGHT WITHIN TENANTS AND PUBLIC AMENITY AREAS SHALL BE CHROME-PLATED AND SHALL INCLUDE CHROME PLATED WALL AND FLOOR FLANGES.

THE CONTRACTOR MUST VISIT THE SITE OF WORKS BEFORE TENDERING AND ALLOWANCES ON THEIR TENDER FOR ALL TOPOGRAPHICAL CONSTRAINTS AFFECTING THE EXECUTION OF THE WORKS AND THE RESTORATION OF THE SITE.

THE CONTRACTOR MUST SECURE ALL PERMITS, ARRANGE ALL CLEARANCES AND PAY ALL FEES REQUIRED TO COMPLETE THE PROJECT BEFORE COMMENCING WORK.

ANY NON-METALLIC IN-GROUND WATER SERVICE IS TO BE INSTALLED WITH TRACE WIRE AND TESTED.

SANITARY DRAINAGE/PLUMBING

UPVC PIPES TO AS1260 SHALL BE USED THROUGHOUT UNLESS OTHERWISE SPECIFIED. SOLVENT JOINTS SHALL BE USED.

ORG GRATE LEVEL SHALL BE IN ACCORDANCE WITH AS 3500.2 CLAUSE 4.6.6.6 AND 4.6.6.7.

NEW DRAINS TO BE CONSTRUCTED ARE SHOWN IN BLUE LINES. EXISTING DRAINS ARE SHOWN IN GREEN LINES. EXISTING AUTHORITY MAINS ARE SHOWN IN RED.

EXISTING DRAINS SHOWN "X'ed" IN RED ARE TO BE EXHUMED OR ABANDONED (AS NOTED) AND ENDS.

EXISTING DRAINS UNDER NEW BUILDINGS SHALL BE RE-TESTED.

DOMESTIC WATER SERVICES

COPPER TUBES SHALL BE USED FOR DOMESTIC WATER AND FIRE SERVICE AND SHALL COMPLY WITH AS1432 - 1973 TYPE "B" TUBES.

PROVIDE 15mm MINIMUM CONNECTION TO EACH FIXTURE. WATER SERVICE LINE TO TWO FIXTURES SHALL BE A MINIMUM OF 20mm, OR AS SHOWN ON DRAWINGS.

ALL BENDS, T-JOINTS, ETC SHALL BE COPPER FITTINGS AND SHALL BE SILVER BRAZED JOINTED AND COMPLY WITH AS 1589.

NO CHASES ALLOWED UNLESS APPROVED IN WRITING BY SUPERINTENDENT.

PROVIDE ISOLATING VALVES AS SHOWN.

MATERIALS

COPPER PIPES AND FITTINGS SHALL COMPLY WITH AS1432 AND BE TYPE-B.

U.P.V.C PIPES AND FITTINGS SHALL COMPLY WITH AS1415 FOR SOIL, WASTE AND VENT PIPES, AS.1260 FOR SEWER APPLICATIONS AND AS.1254 FOR STORMWATER APPLICATIONS.

WORK AS EXECUTED DRAWINGS

THE SUB-CONTRACTOR SHALL PREPARE AND SUBMIT "WORK AS EXECUTED" DRAWINGS AND SUBMIT TO RELEVANT AUTHORITIES FOR APPROVAL AND PAY ALL FEES AS REQUIRED.

THE "WORK AS EXECUTED" DRAWING SHALL SHOW ALL CHANGES TO THE INSTALLATION AND AS INSTALLED WORK NOT SHOWN ON THE APPROVED DESIGN DRAWINGS.

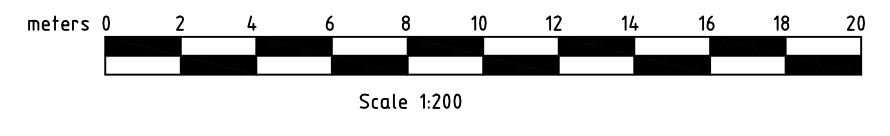


LOCATION PLAN
NOT TO SCALE

- LEGEND
- S SEWER MAIN
 - SW STORMWATER MAIN
 - W WATER MAIN
 - SEWER LINES
 - VENT PIPE
 - SW STORMWATER LINES
 - AG LINES
 - DOMESTIC WATER
 - NON-POTABLE WATER
 - FS FIRE SERVICE
 - 90° AG LINE WITH FILTER SOCK CONNECTION TO STORMWATER DRAINAGE
 - CO
 - YS
 - H STANDARD STREET HYDRANT
 - SC STOP COCK
 - WM WATER METER
 - DP DOWNPIPE
 - SP SPREADER

REFERENCE

- AAV AIR ADMITTANCE VALVE
- BT BUCKET TRAP
- CO CLEAR OUT
- CWR/D COLD WATER RISER/DROPPER
- DT DISCONNECTOR TRAP
- FW FLOOR WASTE
- HDPE HEAVY DUTY POLYTHELENE
- IO INSPECTION OPENING
- IS INSPECTION SHAFT
- O/F OVERFLOW
- ORG OVERFLOW RELIEF GULLY
- SC STOP COCK
- SMH SEWER MANHOLE
- ST SILT TRAP
- SVP SOIL VENT PIPE
- TD TUNDISH
- TG TEST GATE
- TTD TRAPPED TUNDISH
- UPVC UNPLASTICISED POLYVINYL CHLORIDE
- VP VENT PIPE
- WM WATER METER
- WS WASTE STACK



SANITARY FIXTURES

1	WC	116
1	BATH	1
3	BASIN	116
4	SHOWER	84
5	KITCHEN SINK	33
6	LAUNDRY TROUGH	33
TOTAL		387

NOTE: GAS METER LOCATIONS AND GAS MAIN SIZING TO BE CONFIRMED BY THE RELEVANT AUTHORITIES.

NOTE: RETAINED WATER TO BE USED ON GARDEN BEDS AND LAWN TO MINIMIZE POLLUTANTS.

NOTE: DT WITH TAP OVER FOR UNITS 2 TO 27. NOT SHOWN FOR CLARITY.

WORK AS EXECUTED

CLIENT MANIX PROPERTY GROUP		CONSULTANT DOMINO CONSULTANTS		PROJECT PROPOSED UNIT DEVELOPMENT BLOCK 1, SECTION 30 LAWSON, ACT		DESIGNED BY KS DRAWN BY KS AUTHORISED		TITLE HYDRAULIC SERVICES GROUND FLOOR		SCALE 1:200 @ A1 JOB NO. 15MANIX2 DRAWING NO. H01	
ISSUE DESCRIPTION		DATE		CHECKED		DATE		DATE		DATE	
D WORK AS EXECUTED.		24.11.16									
C FOR CONSTRUCTION.		09.12.15									
B FOR APPROVAL.		20.10.15									
A FOR TENDER.		15.09.15									
DATE		21/12/2016									

DRAINAGE PLAN
NUMBER: _____

OWNER: MANIX PROPERTY GROUP
BLOCK: 1 SECTION: 30
SUBURB: LAWSON, ACT

PLAN OF SANITARY DRAINAGE
DESIGNED TO AS3500

HYDRAULICS GENERAL NOTES.
GENERAL

EXISTING SERVICES HAVE BEEN PLOTTED FROM SUPPLIED DATA. THE MAIN CONTRACTORS REPRESENTATIVE DOES NOT GUARANTEE THE ACCURACY AND IT IS THE SUB-CONTRACTOR'S RESPONSIBILITY TO ESTABLISH THE LOCATION OF ALL EXISTING SERVICES PRIOR TO COMMENCING WORK. CLEARANCES SHALL BE OBTAINED FROM THE RELEVANT SERVICE AUTHORITY.

SUB-CONTRACTOR IS TO LOCATE AND CONFIRM LEVELS OF ALL EXISTING SERVICE CONNECTIONS PRIOR TO COMMENCING WORK. NOTIFY MAIN CONTRACTORS REPRESENTATIVE IMMEDIATELY IF ANY DIFFERENCES IN POSITION AND LEVEL ARE FOUND.

ALL WORK TO BE DONE IN ACCORDANCE WITH THE BCA, AS3500, THE GAS COMPANY, ACT WATER & SEWER AND ACT FIRE BRIGADE REQUIREMENTS AND REGULATIONS.

ALL DRAWINGS THAT FORM PART OF THIS CONTRACT SHALL BE READ IN CONJUNCTION WITH THE ARCHITECTURAL, ELECTRICAL, MECHANICAL AND SITWORKS DRAWINGS AND THE SPECIFICATION.

THE SUB-CONTRACTOR, THEIR AGENT OR WHOEVER IS RESPONSIBLE FOR THE WORKS WITHIN THESE DRAWINGS SHALL TAKE FULL RESPONSIBILITY FOR AND CARRY OUT :

- THE PAYMENT OF ALL FEES TO ALL RELEVANT AUTHORITIES OR BODIES.
- THE RESTORATION OF SURFACE, PUBLIC OR OTHERWISE, TO THE SATISFACTION OF THE CONTROLLING BODY OR LESSEE.

ALL PIPES ARE TO BE IDENTIFIED AND LABELED. THE SUB-CONTRACTOR SHALL BE RESPONSIBLE FOR THE PAINTING OF ALL PIPEWORK TO AUTHORITY REQUIREMENTS.

ALL PIPEWORK EXPOSED TO SIGHT WITHIN TENANTS AND PUBLIC AMENITY AREAS SHALL BE CHROME-PLATED AND SHALL INCLUDE CHROME PLATED WALL AND FLOOR FLANGES.

THE CONTRACTOR MUST VISIT THE SITE OF WORKS BEFORE TENDERING AND ALLOWANCES ON THEIR TENDER FOR ALL TOPOGRAPHICAL CONSTRAINTS AFFECTING THE EXECUTION OF THE WORKS AND THE RESTORATION OF THE SITE.

THE CONTRACTOR MUST SECURE ALL PERMITS, ARRANGE ALL CLEARANCES AND PAY ALL FEES REQUIRED TO COMPLETE THE PROJECT BEFORE COMMENCING WORK.

ANY NON-METALLIC IN-GROUND WATER SERVICE IS TO BE INSTALLED WITH TRACE WIRE AND TESTED.

SANITARY DRAINAGE/PLUMBING

UPVC PIPES TO AS1260 SHALL BE USED THROUGHOUT UNLESS OTHERWISE SPECIFIED. SOLVENT JOINTS SHALL BE USED.

ORG GRATE LEVEL SHALL BE IN ACCORDANCE WITH AS 3500.2 CLAUSE 4.6.6.6 AND 4.6.6.7.

NEW DRAINS TO BE CONSTRUCTED ARE SHOWN IN BLUE LINES. EXISTING DRAINS ARE SHOWN IN GREEN LINES. EXISTING AUTHORITY MAINS ARE SHOWN IN RED.

EXISTING DRAINS SHOWN "X'ed" IN RED ARE TO BE EXHUMED OR ABANDONED (AS NOTED) AND ENDS.

EXISTING DRAINS UNDER NEW BUILDINGS SHALL BE RE-TESTED.

DOMESTIC WATER SERVICES

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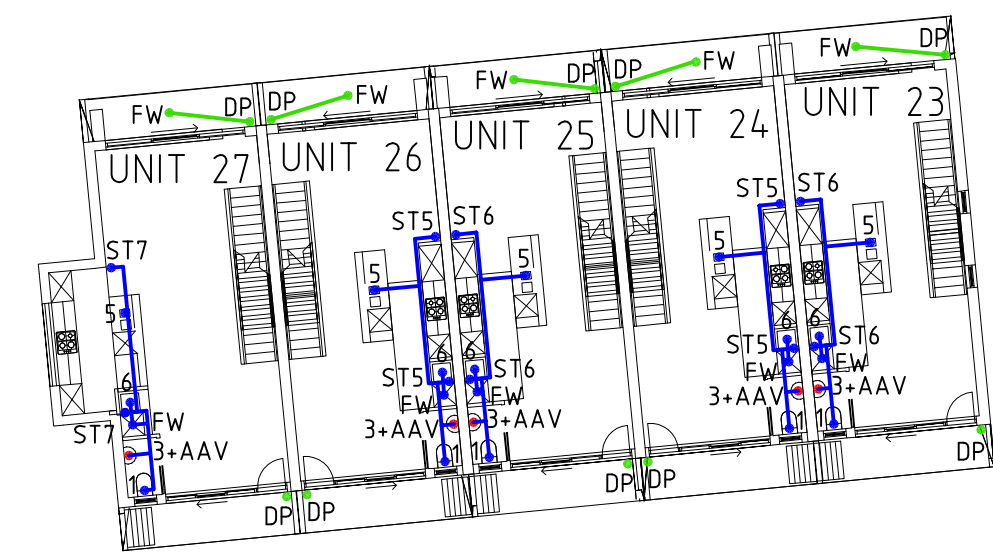
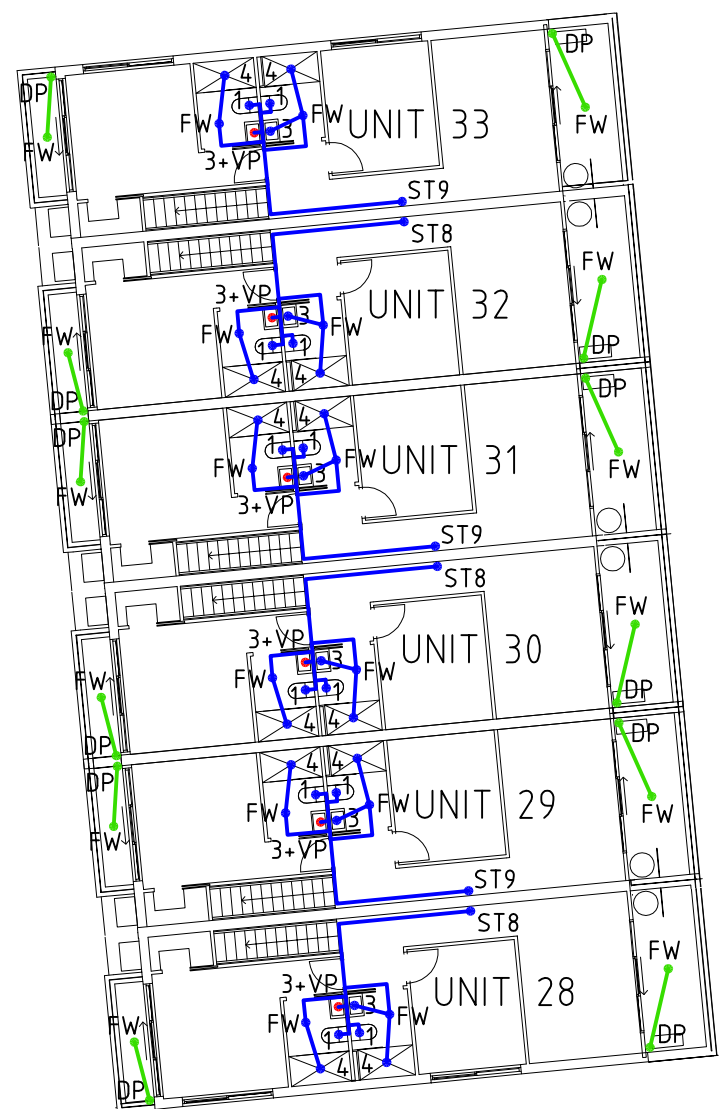
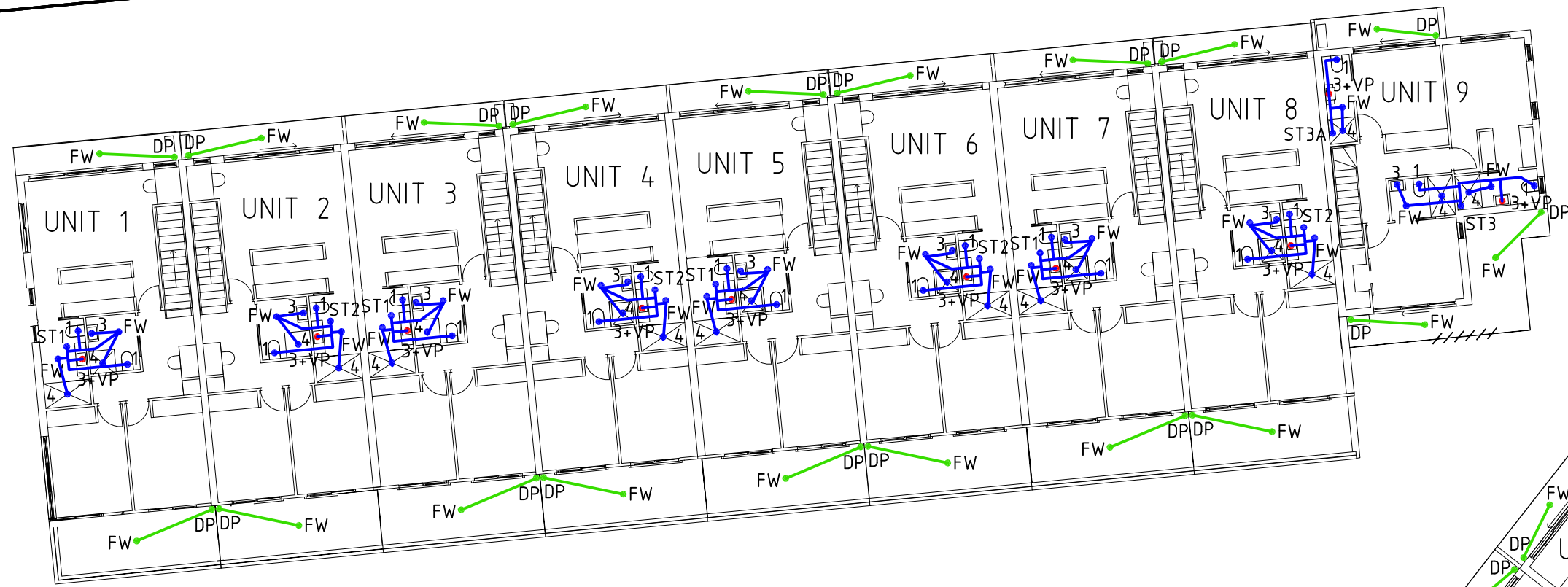
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PLUMBING PLAN APPROVED
APPROVED BY John Chiera

REG. NUMBER 199615657

DATE 21/12/2016

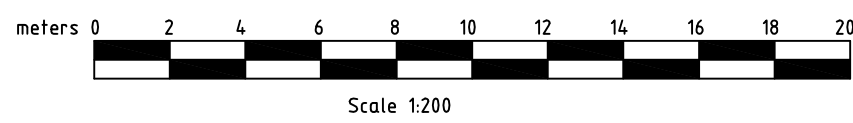
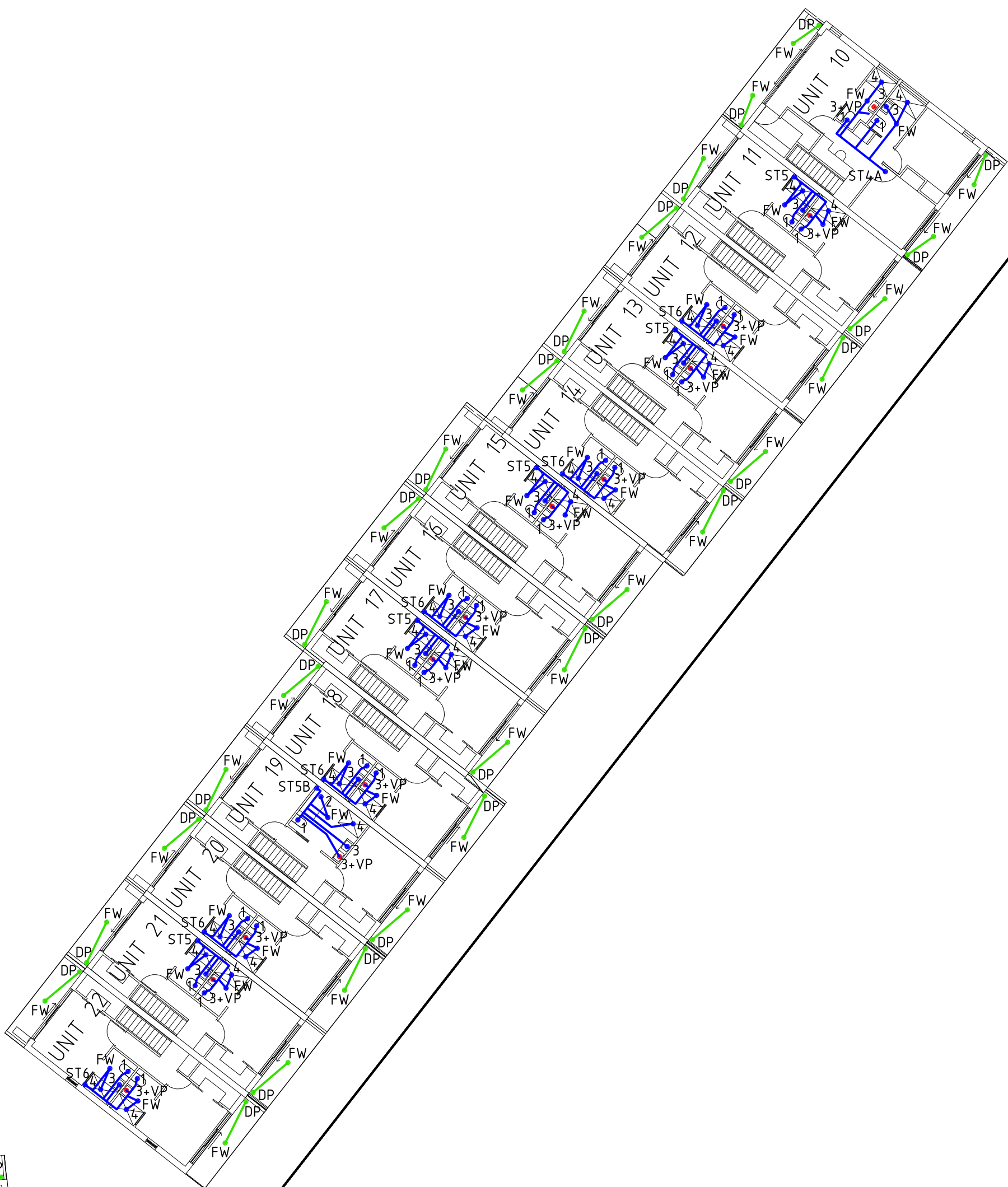
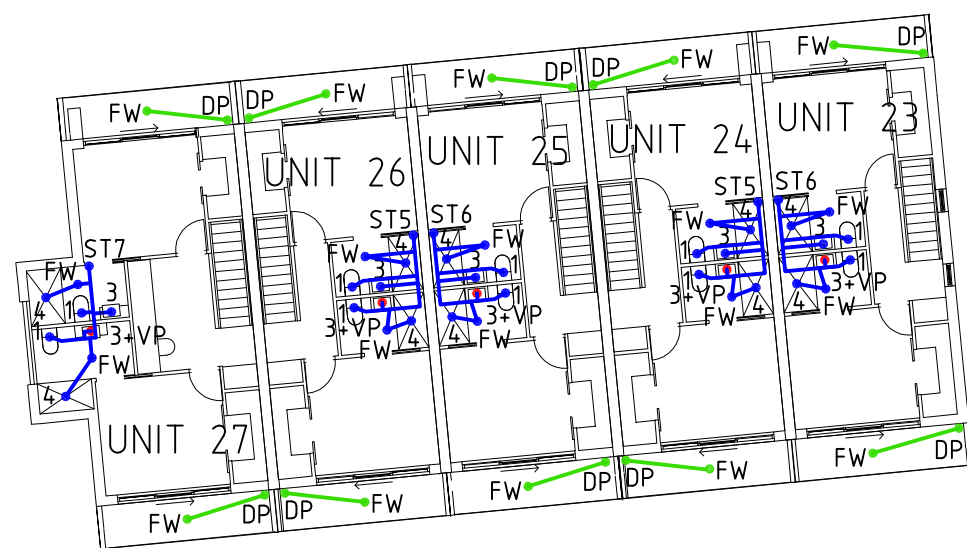
TITLE
HYDRAULIC SERVICES
FIRST AND SECOND FLOORS
SCALE
1:200 @ A1
JOB NO.
15MANIX2
DRAWING NO.
H02



FIRST FLOOR PLAN



SECOND FLOOR PLAN



WORK AS EXECUTED

ISSUE	DESCRIPTION	DATE	CHECKED	ISSUE/DESCRIPTION	DATE	CHECKED
D	WORK AS EXECUTED.	24.11.16				
C	FOR CONSTRUCTION.	09.12.15				
B	FOR APPROVAL.	20.10.15				
A	FOR TENDER.	15.09.15				

CLIENT
MANIX PROPERTY GROUP

CONSULTANT
DOMINO CONSULTANTS

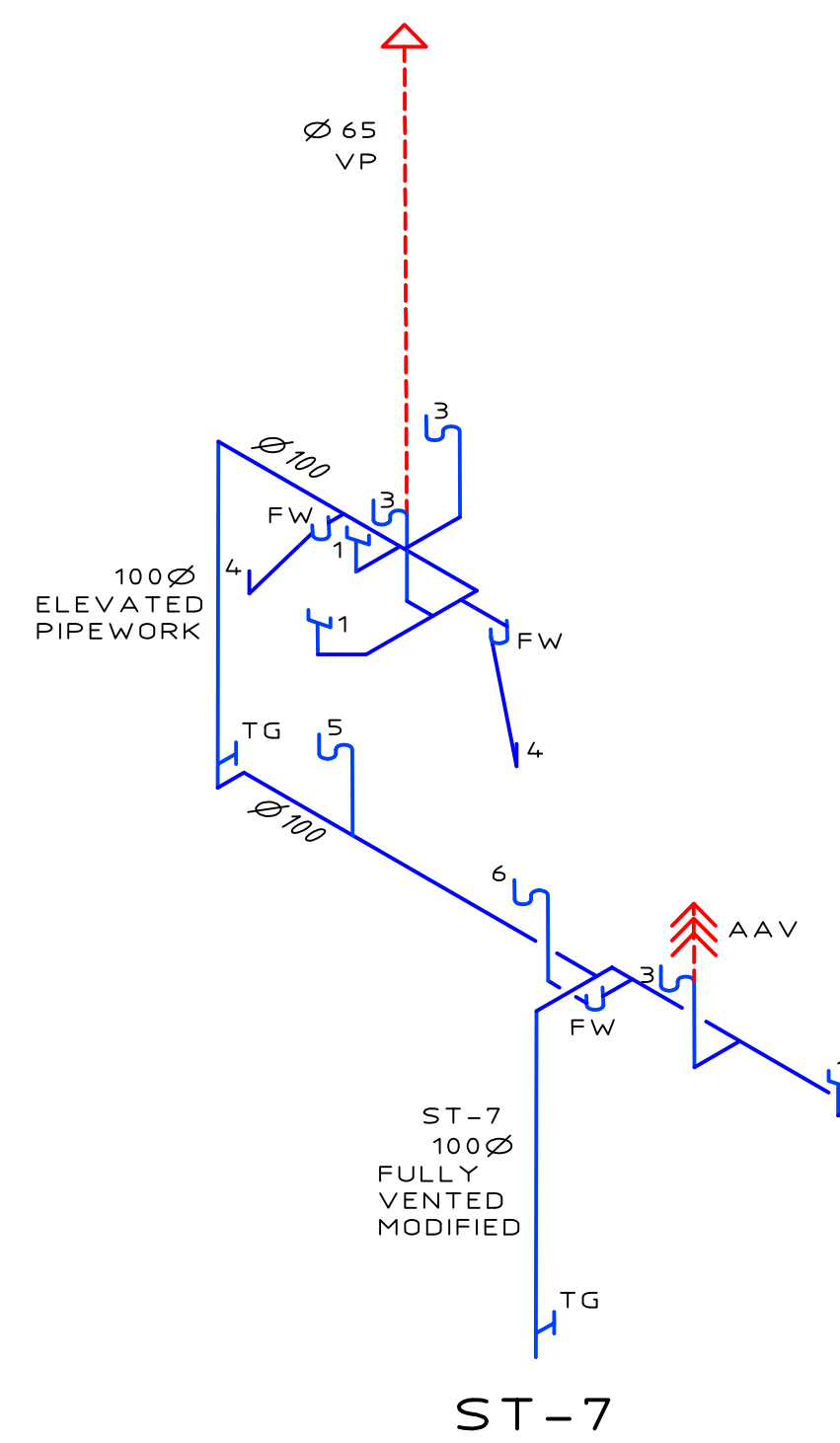
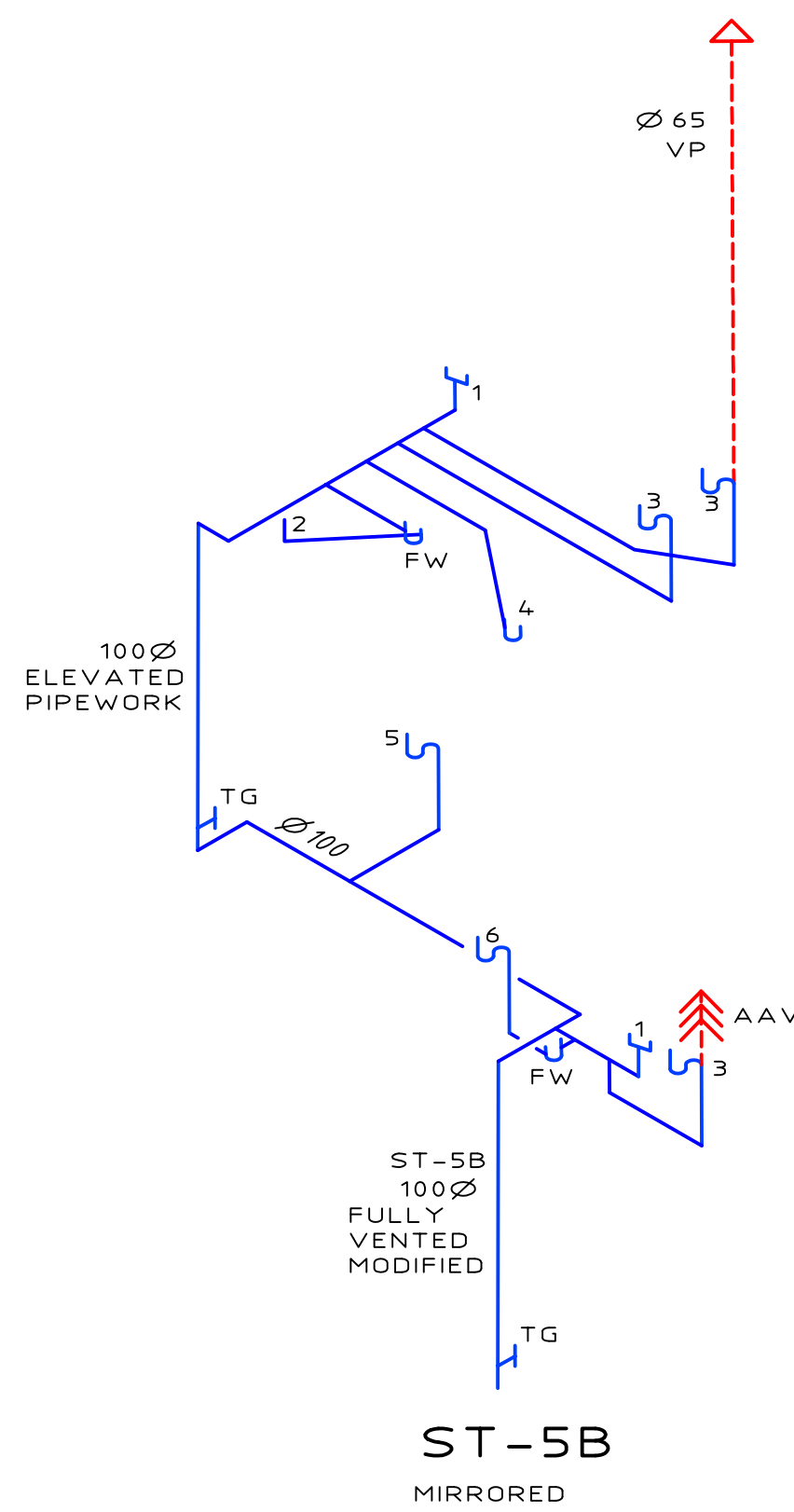
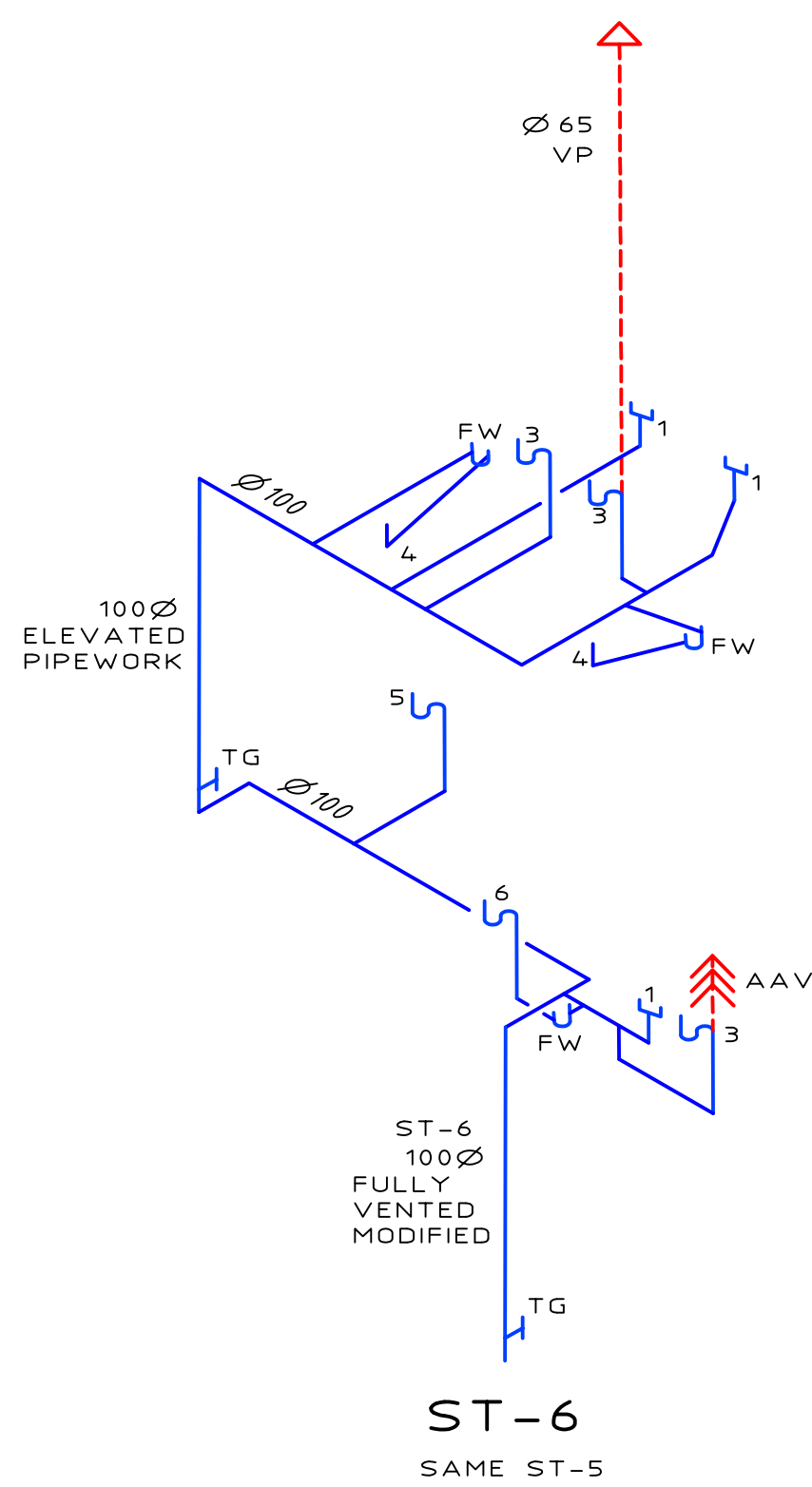
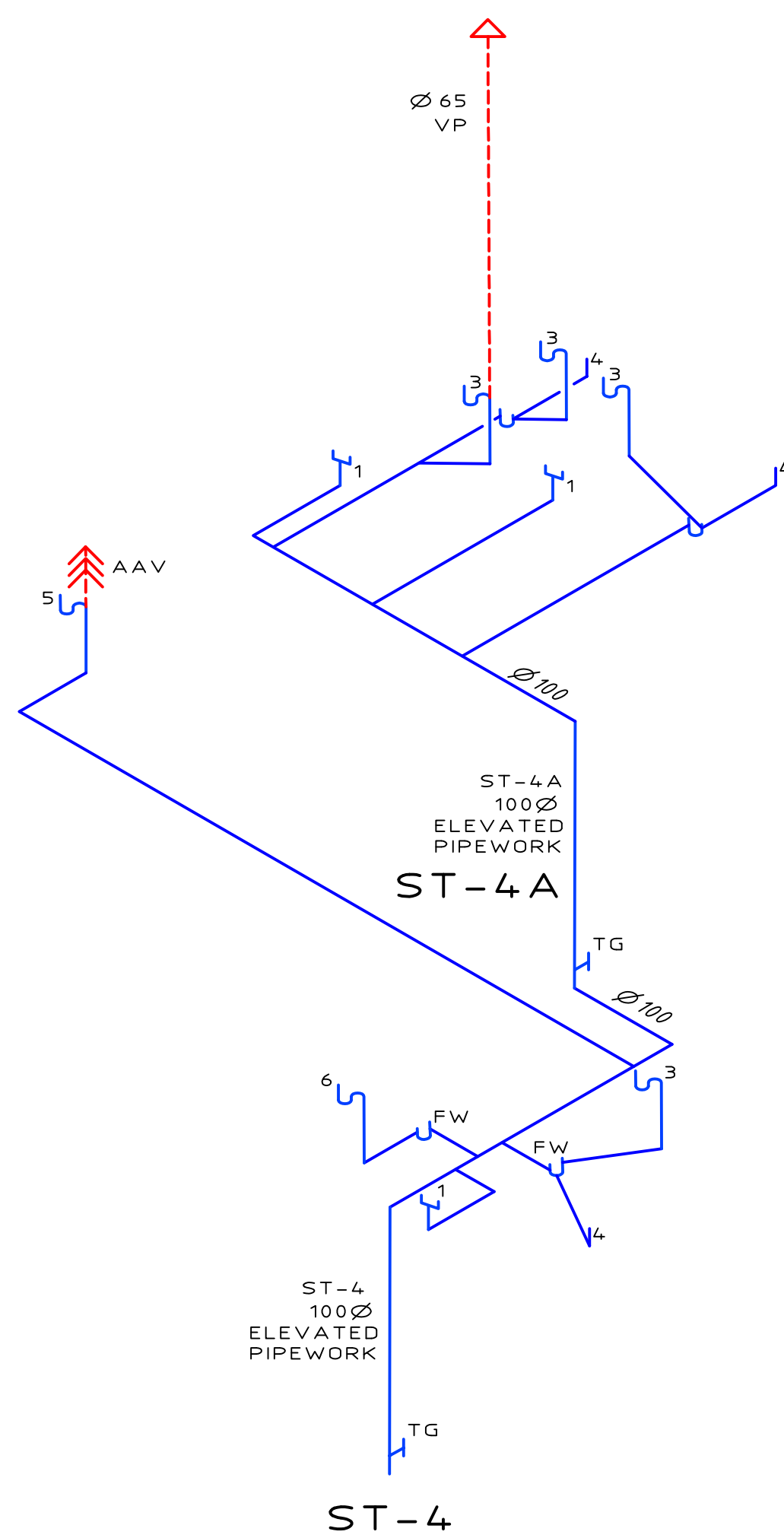
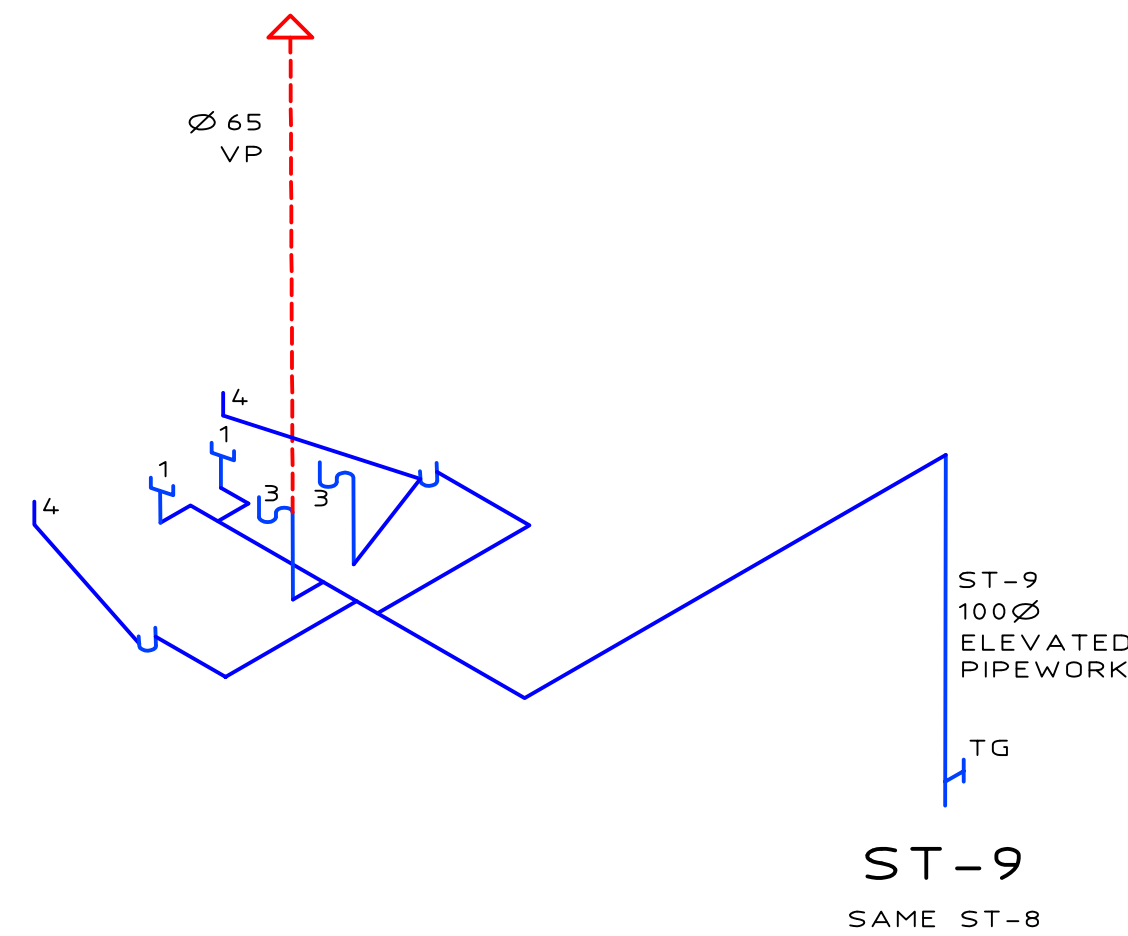
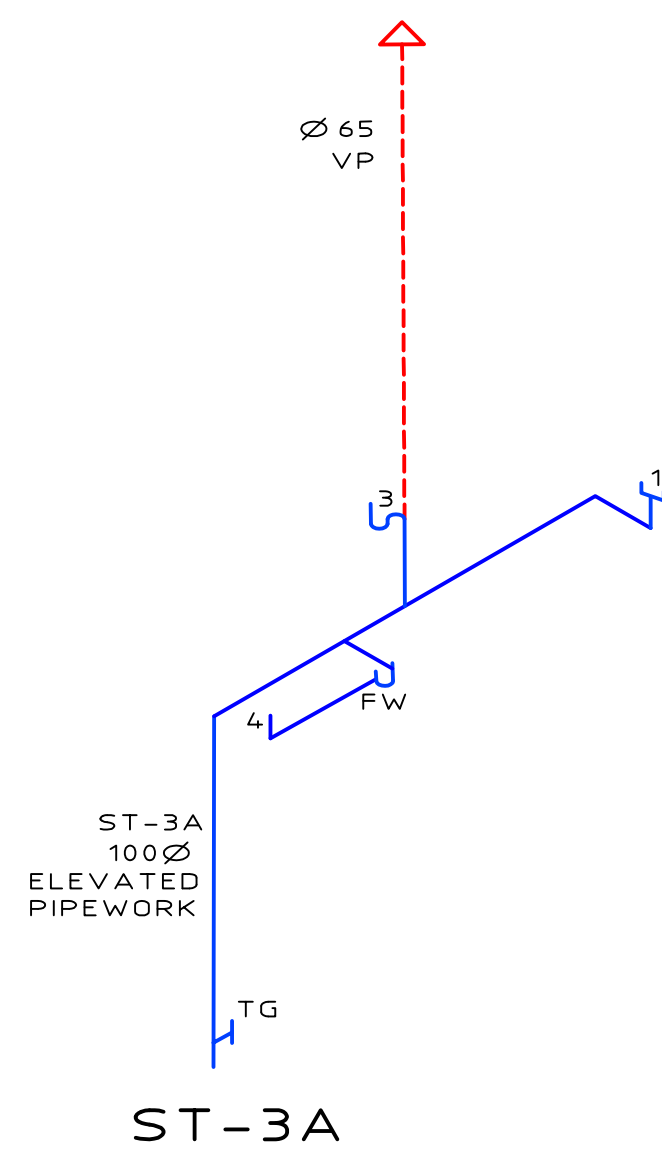
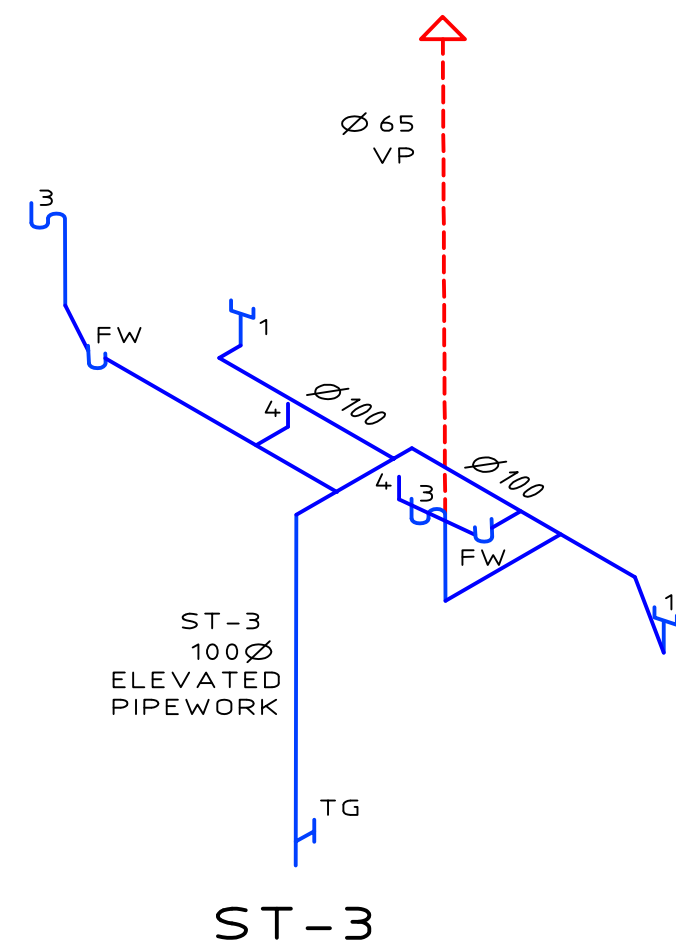
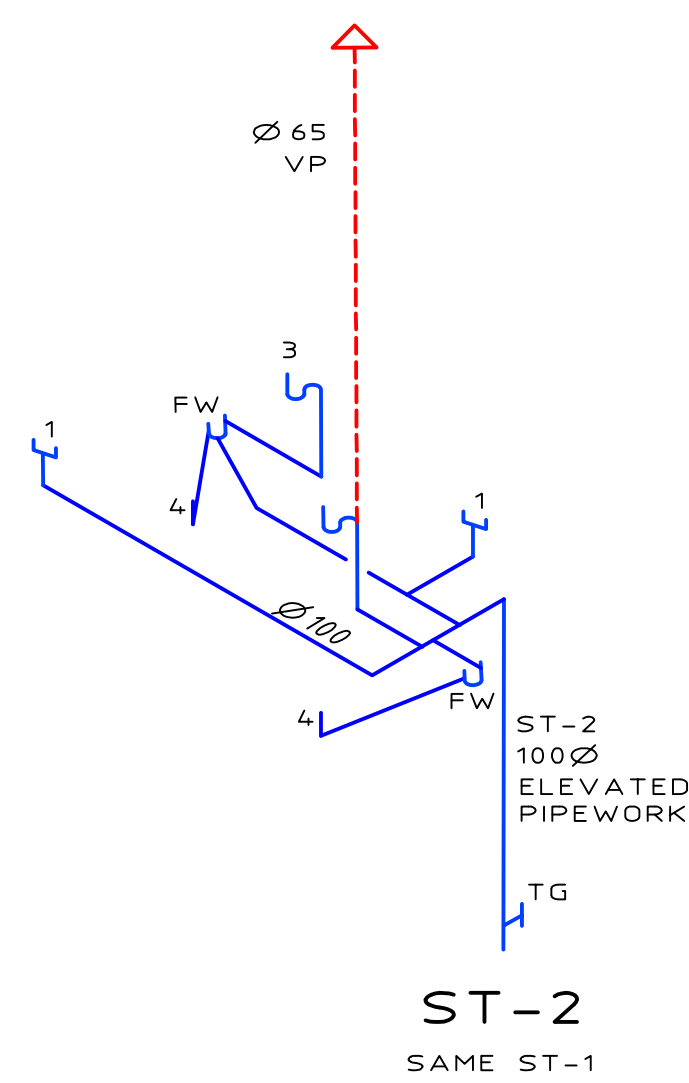
PROJECT
PROPOSED UNIT DEVELOPMENT
BLOCK 1, SECTION 30
LAWSON, ACT

DESIGNED BY
KS
DRAWN BY
KS
AUTHORISED
DATE
NOV 16

DRAINAGE PLAN
NUMBER: _____

OWNER: MANIX PROPERTY GROUP
BLOCK: 1 SECTION: 30
SUBURB: LAWSON, ACT

PLAN OF SANITARY DRAINAGE
DESIGNED TO AS3500



WORK AS EXECUTED

PLUMBING PLAN APPROVED
APPROVED BY John Chiera
REG. NUMBER 199615657
DATE 21/12/2016

ISSUE	DESCRIPTION	DATE	CHECKED	ISSUE	DESCRIPTION	DATE	CHECKED
C	WORK AS EXECUTED.	24.11.16					
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CLIENT
MANIX PROPERTY GROUP

CONSULTANT
DOMINO CONSULTANTS

PROJECT
PROPOSED UNIT DEVELOPMENT
BLOCK 1, SECTION 30
LAWSON, ACT

DESIGNED BY
KS
DRAWN BY
KS
AUTHORISED
DATE
NOV 16

TITLE
HYDRAULIC SERVICES
ISOMETRICS

SCALE
1:200 @ A1
JOB NO.
15MANIX2
DRAWING NO.
H03

Energy Efficiency Rating



UNDERSTANDING YOUR ENERGY EFFICIENCY RATING (EER)

An energy efficiency rating (EER) is a rating used to identify the energy efficiency of homes in the ACT.

The Civil Law (Sale of Residential Property) Act 2003 requires all homes being sold in the ACT to carry an energy efficiency rating (EER). This enables owners and buyers to compare a home's passive energy performance characteristics with others for sale in the Territory.

In the ACT, established homes are assessed using 1st generation software, and can achieve **0 to 6 stars** in the rating scheme.

Houses with a higher EER are more cost and energy efficient, use less energy for heating and cooling, generate lower greenhouse gas emissions, and are more comfortable.

What information is taken into account when assessing my homes energy efficiency?

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

What information is not applicable when assessing my homes energy efficiency?

- Heating and cooling
- Hot water systems
- Lighting systems and appliances
- Solar panels

How can I improve my energy efficiency rating?

Your energy efficiency report will include a list of design options (unless it's already achieved the maximum rating of 6 stars). This will outline the improvements that can be made to gain additional points and increase the overall star rating of your home.

When I built my home, I was provided with a 10-star energy rating. Why has this decreased?

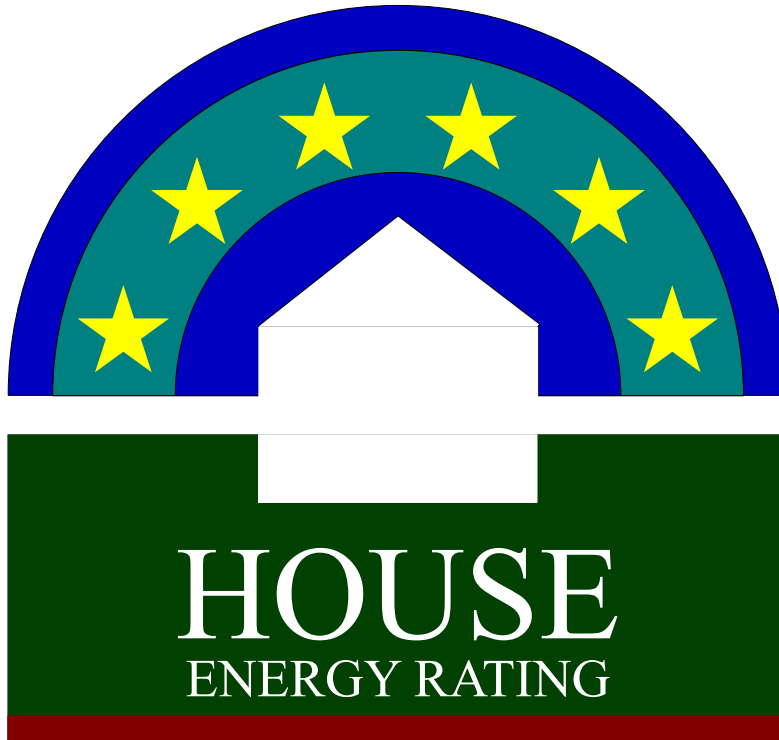
The ACT Government has two software systems in place to generate energy efficiency ratings:

1. Established homes: An on site assessment using 1st generation software. A maximum of 6 stars can be achieved.
2. Brand new homes: A computer based assessment using 2nd generation software. A maximum of 10 stars can be achieved.

If you hold an energy efficiency rating that exceeds 6 stars, it is a 2nd generation EER and would have been provided when your home was brand new.

When assessing a home's energy efficiency for the purpose of sale, property inspection companies are required to use 1st generation software, which will achieve a maximum of 6 stars.

FirstRate Report



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

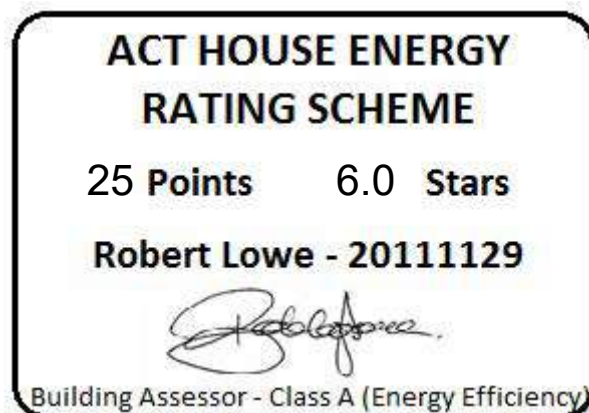
Name: Cox

Ref No: 70107

House Title: Unit 31 Block 1 Section 30 LAWSON

Date: 19-05-2026

Address: 31/1 Rouseabout Street, Lawson ACT 2617



This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.

IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

Star Rating	POOR			AVERAGE				GOOD				V. GOOD
	0 Star	★		★★		★★★		★★★★		★★★★★		★★★★★★
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	25											
Potential	33											

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 8

ORIENTATION

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

Current Rating	25	★★★★★★
-----------------------	-----------	---------------

Largest windows in the dwelling;

Direction : West

Area : 14 m²

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. West	25	★★★★★★
2. North West	30	★★★★★★
3. North	41	★★★★★★
4. North East	39	★★★★★★
5. East	35	★★★★★★
6. South East	31	★★★★★★
7. South	31	★★★★★★
8. South West	27	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: **Unit 31 Block 1 Section 30 LAWSON, 31/1 Rouseabout Street, Lawson ACT 2617,**

Assessor's Name:

Net Conditioned Floor Area: 97.2 m²

Net Conditioned Floor Area: 97.2 m²				Points			
Feature				Winter	Summer	Total	
CEILING				11	0	12	
Surface Area: 4		Insulation: 8					
WALL				10	-2	8	
Surface Area: 2		Insulation: 7		Mass: -1			
FLOOR				11	-1	10	
Surface Area: 3		Insulation: 2		Mass: 5			
AIR LEAKAGE (Percentage of score shown for each element)				5	0	5	
Fire Place 0 %		Vented Skylights 0 %					
Fixed Vents 0 %		Windows 39 %					
Exhaust Fans 31 %		Doors 14 %					
Down Lights 0 %		Gaps (around frames) 15 %					
DESIGN FEATURES				0	-1	-1	
Cross Ventilation -1							
ROOF GLAZING				0	0	0	
Winter Gain 0		Winter Loss 0					
WINDOWS				-3	-20	-24	
Window Direction	Area		Point Scores				
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total	
	E	6	6%	-7	5	-2	-4
	W	14	14%	-19	17	-19	-20
	Total	19	20%	-26	23	-20	-24

* 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 3 points

		Winter	Summer	Total
RATING	★ ★ ★ ★ ★ ★	35	-25	25*

* includes 16 points from Area Adjustment

Detailed House Data

House Details

ClientName	Cox
HouseTitle	Unit 31 Block 1 Section 30 LAWSON
StreetAddress	31/1 Rouseabout Street, Lawson ACT 2617
FileCreated	19-05-2026

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Concrete Slab on ground	No Subfloor	No	No	No	Float Timb		
							R1.0	41.6m ²
2	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R1.0	1.5m ²
4	Timber	Enclosed	No	No	No	Carp	R0.5	20.0m ²
6	Timber	NA	Yes	No	No	Tiles	R0.0	6.9m ²
7	Timber	NA	Yes	No	No	Carp	R0.0	29.5m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Framed: FC Sheet Clad	No	R4.0	5.6m	2.7m
2	Framed: FC Sheet Clad	Yes	R0.0	18.3m	2.7m
3	Weatherboard	No	R2.5	4.6m	2.7m
4	Framed: FC Sheet Clad	No	R4.0	9.0m	2.4m
5	Framed: FC Sheet Clad	Yes	R0.0	26.2m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Low Ventilation	No	Yes	R5.0	56.4m ²
2	Flat - Framed	No	No	R4.0	3.1m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	W	2.4m	3.0m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
2	W	2.1m	3.0m	No	DG	ALIMPR	HB	No	1.3m	1.3m	1.0m
4	E	2.1m	2.7m	No	DG	ALIMPR	HB	No	2.1m	2.1m	0.3m

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
2	W	2.1m	3.0m	0.0m	0.0m	0.0m	0.0m	1.3m	1.2m	0.0m	0.0m

Zoning Details

Is there Cross Flow Ventilation ?	Poor
-----------------------------------	------

Air Leakage Details

Location	Suburban
Is there More than One Storey ?	Yes
Is the Stairwell Separated by Doors ?	No
Is the Entry open to the Living Area ?	Yes
Is the Entry Door Weather Stripped ?	Yes
Area of Heavyweight Mass	0m ²

Area of Lightweight Mass		0m ²
	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	3	0
Downlights	0	0
Skylights	0	0
Utility Doors	1	0
External Doors	0	0
Unflued Gas Heaters		0
Percentage of Windows Sealed		98%
Windows - Average Gap		Small
External Doors - Average Gap		Small
Gaps & Cracks Sealed		Yes

Insurance Certificates & Tax Invoice

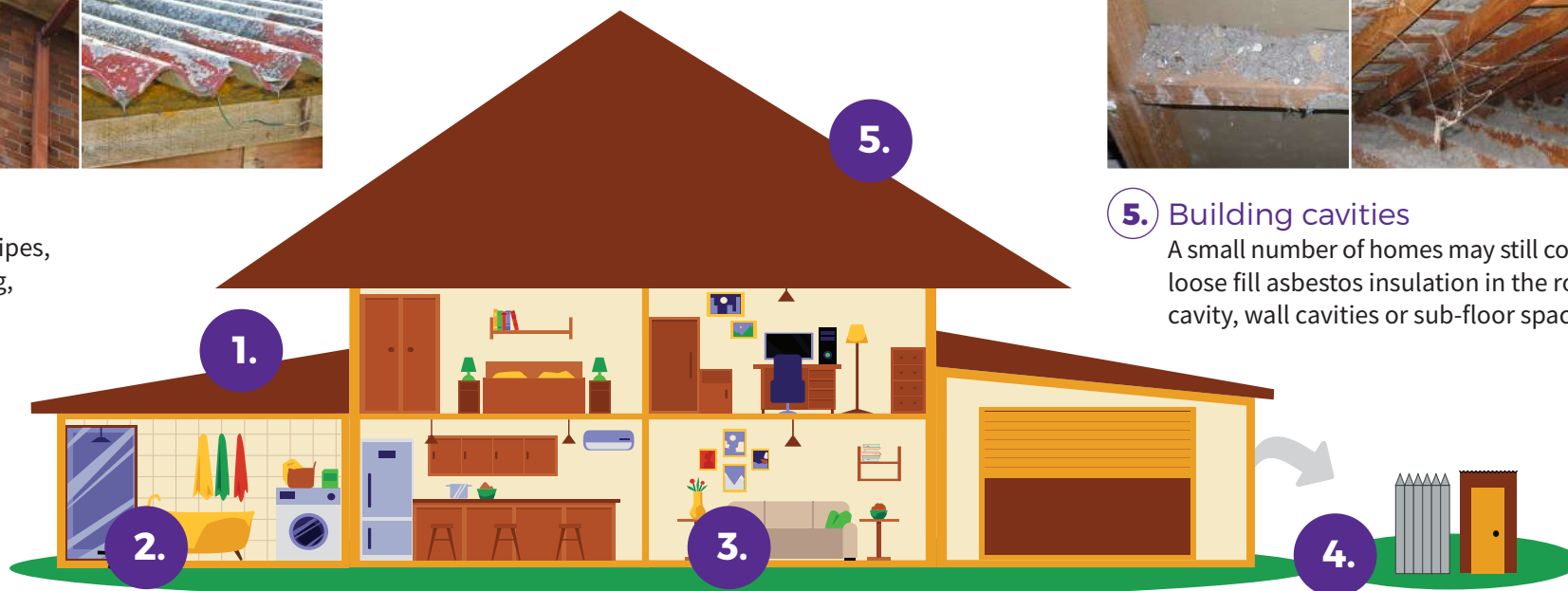


If a home was built before 1990 it may contain dangerous asbestos material

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 paint, insulation in domestic
heaters



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

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

Assess the risk

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

Asbestos materials become dangerous when:



Broken or in poor
condition



Damaged
accidentally



Disturbed during
renovation or repairs



Loose fill asbestos
insulation



Manage asbestos safely

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

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

For more information, visit www.worksafe.act.gov.au or call Access Canberra contact centre – 13 22 81

Page 81 of 83

If you need interpreting help, telephone the Translating and Interpreting Service on 131 450

Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

*Advice based on the Asbestos Safety and Eradication Agency's residential asbestos disclosure research.

TO WHOM THIS MAY CONCERN

9th March 2026

Certificate of Currency

Dear Sir or Madam,

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

TYPE OF INSURANCE: Professional Indemnity Insurance

INSURED: ACT Property Inspections Pty Ltd.

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

POLICY NUMBER: B0507OE2600060

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

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

INSURERS: 100% Lloyd's of London

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

Issued on behalf of Price Forbes & Partners



Adam Power
Executive Director



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

Simon John Cox & Stefanie Jane Cox
31/1 Rouseabout St
LAWSON ACT 2617
AUSTRALIA

Invoice Date
14 May 2026

Invoice Number
INV-70107

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

Description	Quantity	Unit Price	GST	Amount AUD
ACTPLA Fees - No GST	1.00	186.70	GST Free	186.70
Property Report	1.00	1,475.73	10%	1,475.73
Energy Efficiency Report (Complimentary)	1.00	0.00		0.00
Deferred Payment (Complimentary)	1.00	0.00		0.00
			Subtotal	1,662.43
			TOTAL GST 10%	147.57
			TOTAL AUD	1,810.00

Due Date: 10 Nov 2026

Payment terms – Deferred payment account. This account should be paid in full within 14 days on the earlier of:

- (a) Settlement of the property
- (b) If the Property has not been listed for sale within 3 months of the Property Inspection Date
- (c) If the property is no longer listed for sale
- (d) 180 days after the Property Inspection Date

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

Payment Options

Pexa : please quote the invoice number as the reference

Direct Deposit : BSB: 012084 Account Number: 194679655
Account Name: ACT Property Inspections Pty Ltd
Please reference your name and invoice number

Cheques : please make payable to ACT Property Inspections Pty Ltd

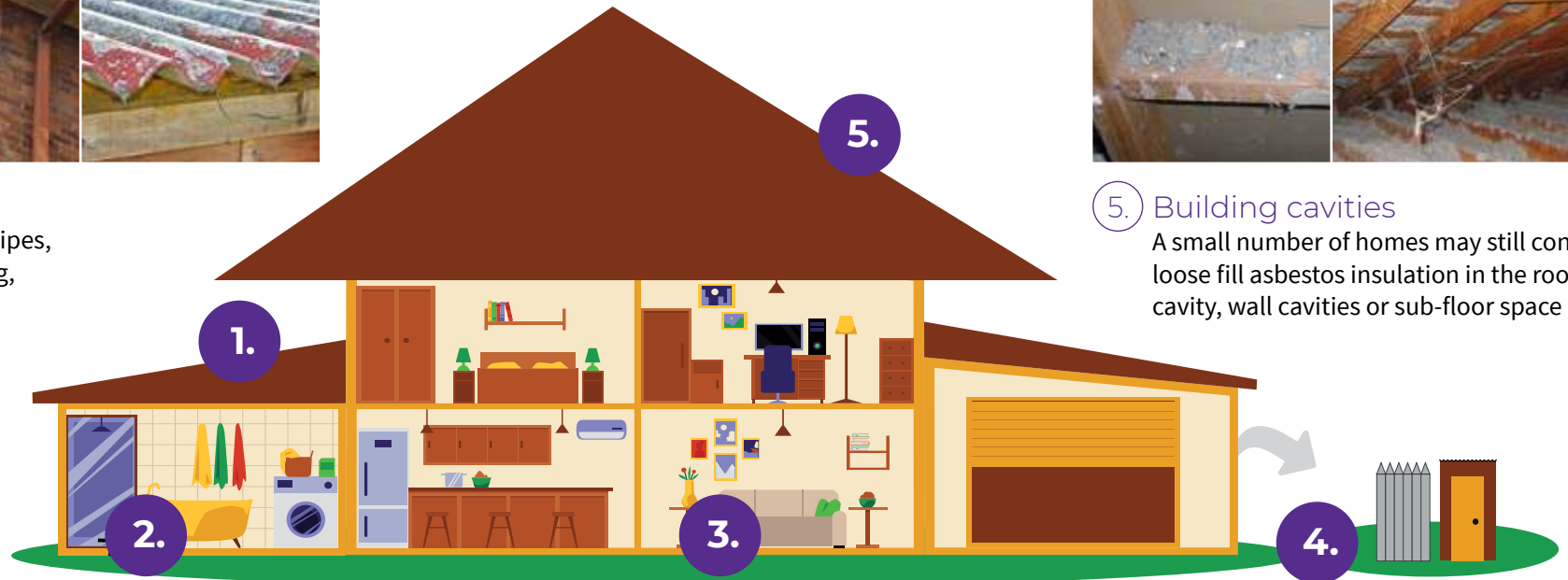
[View and pay online now](#)

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

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



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



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



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



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



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

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

Assess the risk

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

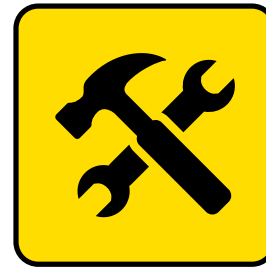
Asbestos materials become dangerous when:



Broken or in poor
condition



Damaged
accidentally



Disturbed during
renovation or repairs



Loose fill asbestos
insulation



Manage asbestos safely

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

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