

Schedule

Land	The unexpired term of the Lease	Unit 32	UP No. 423	Block 20	Section 20	Division/District Griffith
	and known as 32/9 Dawes Street, Griffith ACT 2603					
Seller	Full name	Caterina Pochi				
	ACN/ABN					
	Address	22 Fleetwood Smith Street Nicholls ACT 2913				
Seller Solicitor	Firm	Morris Legal Group				
	Email	holly@morrislegalgroup.com.au				
	Phone	1300 047 227	Ref Holly Boyd			
	DX/Address	Ground Floor, 1/59 Wentworth Avenue, Kingston ACT 2604				
Stakeholder	Name	Hive Property (ACT) Pty Limited Trust Account				
Seller Agent	Firm	Hive Property (ACT) Pty Limited				
	Ref	eva@hivecbr.com.au				
	Phone	+61 (2) 6182 1802	Ref Eva Bono			
	DX/Address	Level 1, 4 Campion Street Deakin ACT 2600				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 370 <input type="checkbox"/> section 280 <input type="checkbox"/> section 306 <input type="checkbox"/> section 351				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input type="checkbox"/> Vacant possession <input checked="" type="checkbox"/> 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 and window treatments				
Date for Registration of Units Plan	Not Applicable					
Date for Completion	On or before 70 Days from the date hereof					
Electronic Transaction?	<input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA			
Land Tax to be adjusted?	<input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes			
Residential Withholding Tax	New residential premises?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	
	Potential residential land?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	
	Buyer required to make a withholding payment?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes (insert details on p.3)	
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		<input type="checkbox"/> No		<input type="checkbox"/> Yes	
	Clearance Certificates attached for all the Sellers?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	

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

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)
	Balance					<input type="checkbox"/> Deposit by Instalments (clause 52 applies)
Date of this Contract						

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

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

Seller Disclosure Documents

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

- Crown lease of the Land (including variations)
- Current certified extract from the land titles register showing all registered interests affecting the Property
- Deposited Plan for the Land
- Energy Efficiency Rating Statement
- Encumbrances shown on the land titles register (excluding any mortgage or other encumbrance to be discharged)
- If there is an encumbrance not shown on the land titles register — a statement about the encumbrance complying with the Civil Law (Sale of Residential Property) Regulations
- Lease Conveyancing Inquiry Documents for the Property
- Building Conveyancing Inquiry Document (except if:
 - the Property is a Class A Unit
 - the residence on the Property has not previously been occupied or sold as a dwelling; or
 - this Contract is an "off-the-plan purchase")
- Building and Compliance Inspection Report(s) (except if section 9(2)(a)(ii) or section 9(2)(a)(iii) of the Sale of Residential Property Act applies).
- Pest information (except if the property is a Class A Unit or is a residence that has never been occupied): Pest Inspection Report(s).
- 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	\$550.00 (GST inclusive)

Tenancy Summary

Premises	32/9 Dawes Street ACT Griffith 2603	Expiry date	Termination with 3 months notice
Tenant name		Rent	Serviced Apartment – Subject to Change
Commencement date	14 May 1999	Rent review date	
Term	Automatically renewed for consecutive terms of 2 years	Rent review mechanism	

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

Name	Whittles	Phone	02 5131 2600
Address	43/2 King Street Deakin ACT 2600		

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:
 - Affecting Interests** means any mortgage, encumbrance, lease, lien, charge, notice, order, caveat, writ, or other interest;
 - Adaptable Housing Dwelling** has the meaning in the Sale of Residential Property Act;
 - Agent** has the meaning in the Sale of Residential Property Act;
 - ATO** means the Australian Taxation Office, and includes the Commissioner for Taxation;
 - Balance of the Price** means the Price less the Deposit;
 - Breach of Covenant** means:
 - a Development not approved under the Planning Act including a development for which design and siting approval has not been obtained;
 - a breach of the Building and Development Provision;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

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

2. Terms of payment

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

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

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

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

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

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

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

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

3. Title to the Lease

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

4. Restrictions on transfer

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

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

5. Particulars of title and submission of transfer

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

6. Buyer rights and limitations

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

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

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

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

8. Adjustments

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

9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

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

12. Additional Seller obligations

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

13. Electronic transaction

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

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

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

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

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

18. 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 32 UP No. 423
Block 20 Section 20 Griffith
32/9 Dawes Street Griffith ACT 2603

Special Conditions

54. Contract Provisions, Additions and Inclusions

54.1 This Contract includes:

- (a) the standard ACT Law Society printed terms current as at the date of this Contract (the Standard Form Clauses), as amended by the Special Conditions;
- (b) the Special Conditions; and
- (c) the Attachments and Annexures, if any.

54.2 In the event of an inconsistency, the following order of precedence applies:

- (a) the Special Conditions take precedence over;
- (b) the Standard Form Clauses.

55. Amendments to Standard Form Clauses

55.1 The Standard Form Clauses are amended as follows:

- (a) clause 1.1 definition of Land Charges is amended by adding after the words “a periodic nature” the words “including any amounts paid by the Seller in respect of water and sewerage charges, water consumption charges, and Owners Corporation levies”;
- (b) delete clause 1.8;
- (c) in clause 2.3, delete “cash” and replace with the words “electronic funds transfer”;
- (d) in clause 2.6, delete the words “or in cash (up to \$200)”;
- (e) in clause 8.4, delete the words “Buyer Solicitor” and replace with the words “Seller Solicitor”;
- (f) in clause 17.1.1, delete “5%” and replace with “\$1,000”;
- (g) delete clause 17.1.2;
- (h) clause 18, insert a new clause 18.12 to read as follows:

“If a Notice to Complete is served by the Seller in accordance with clause 18, the Seller may unilaterally:

- (a) extend the period for Completion under the Notice to Complete; or
- (b) withdraw the Notice to Complete,

by written notice to the Buyer in the Seller’s absolute discretion, and with or without the consent of the Buyer.”

- (i) delete clause 51.2

56. COVID-19 Shutdown

56.1 Unless the context indicates otherwise, each word or phrase defined in this clause 56 has the meaning given to it in this clause 56.1:

- (a) **Isolate** means any mandatory government requirement to self-isolate, or any mandatory medical requirement to be isolated in hospital, and **Isolation** has a corresponding meaning.
- (b) **Pandemic** means the COVID 19 (or a variant of it) pandemic as declared by WHO.
- (c) **WHO** means the World Health Organisation.

56.2 In this clause 56, Shutdown Period means any day:

- (a) When any of the following is closed:
 - (i) the ACT Law Society settlements room;
 - (ii) the bank or financial institution of the Seller from whom the Seller must obtain a discharge of mortgage in order to complete this Contract;
 - (iii) the bank or financial institution of the Buyer from whom the Buyer is obtaining funding in order to complete this Contract;
 - (iv) the place of business of the Seller's solicitor;
 - (v) the place of business of the Buyer's solicitor;
 - (vi) the ACT Land Titles Office; or
 - (vii) the ACT Revenue Office,

in accordance with any direction by a Government Department or Authority or company policy; or

- (b) when the Buyer or the Seller is not able to attend any of the places of business listed in clause 56.2 due to being Isolated,

in response to a Pandemic or other national health emergency, and where that closure or Isolation event would reasonably cause either party to be unable to complete this Contract during the period of the closure or Isolation.

56.3 Either party:

- (a) may invoke this clause 56 by notice to the other party that gives sufficient details of the event (including supporting information of any closure or Isolation) giving rise to the Shutdown Period; and
- (b) may provide written notice to the other party of the end of the Shutdown Period; and
- (c) must act promptly and in good faith to advise the other party if it becomes aware of the start or end of a Shutdown Period.

- 56.4 In the event that Completion of this Contract is to take place during the Shutdown Period, then the Date for Completion is deemed to be extended to the 3rd Business Day after the date of notification of the end of the Shutdown Period.
- 56.5 In the event that the period specified in any Notice to Complete issued pursuant to this Contract expires during the Shutdown Period, then the date for expiration of the notice is deemed to be extended to the 3rd Business Day after the date of notification of the end of the Shutdown Period.
- 56.6 If a notice (other than a Notice to Complete) is served in accordance with this Contract during the Shutdown Period then such notice is deemed to be served on the first Business Day after the date of notification of the end of the Shutdown Period.
- 56.7 If this Contract includes any term requiring one or both of the parties to pay damages for any delay in Completion, no damages shall be payable by either party for any period during the Shutdown Period.

57. Electronic Transaction

57.1 For the purposes of this Special Condition:

- (a) **Platform** means an electronic signing or conveyancing platform specified by the Seller or its solicitor from time to time, by written notice to the Buyer.

57.2 Generally, and for the purposes of:

- (a) *the Electronic Transactions Act 2001 (ACT)*; and
- (b) *the Electronic Transactions Act 1999 (Cth)*; and
- (c) *the Electronic Conveyancing National Law (ACT) Act 2020 (ACT)*,

each Party consents to:

- (d) the electronic signing of this Contract;
- (e) the electronic exchange of this Contract;

whether performed via the Platform or otherwise.

57.3 The Parties warrant that:

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

is sufficient evidence of:

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

- 57.4 Where the Buyer is a corporation, the Buyer warrants that:
- (a) it has complied with its constitution and any provisions of the *Corporations Act 2001* (Cth) that apply to the Buyer as replaceable rules;
 - (b) the persons signing on behalf of the Buyer:
 - (i) have been duly appointed;
 - (ii) have the authority to exercise the powers and perform the duties customarily exercised or performed by that kind of officer or agent of a similar company;
 - (iii) properly perform their duties to the Buyer
 - (iv) hold the office or role that they hold out that they occupy, when signing this Contract;
 - (c) it considers that this Contract has been duly executed with the intention of the Buyer being bound to perform this Contract;
- 57.5 Where the Buyer is a corporation, all directors of that corporation must provide a guarantee in the form provided at Annexure A (the Guarantee) securing the corporation's performance of its obligation under this Contract.
- 57.6 Despite electronically signing this Contract and the Guarantee as at the Date of this Contract, the Buyer must provide to the Seller the original signed and duly witnessed versions of the Guarantee for each director within 7 days of the date of this Contract, and in this regard time is of the essence.
- 57.7 The parties acknowledge and agree that:
- (a) this Special Condition does not diminish the obligations of the parties to:
 - (i) provide the transfer and other documents or instruments on paper, signed and duly attested in accordance with the *Land Titles Act 1925* (ACT) or any other legislation;
 - (ii) sign and duly attest, in accordance with *Civil Law (Property) Act 2006* (ACT):
 - (A) documents, pursuant to a power of attorney; and
 - (B) deeds generally; and
 - (b) the parties will do all things necessary to give effect to this Contract, whether electronically or otherwise.

58. Buyer Acknowledgements

58.1 The Buyer acknowledges and agrees that:

- (a) the Buyer it accepts the Land, the Property and the Improvements in their condition and state of repair as at the date of this Contract;
- (b) the Buyer has relied only on their own enquiries (including inspections) of the Land, Property and Improvements;
- (c) the Buyer does not rely on any other document, representation, arrangement or matter, regardless of form, as amending or qualifying anything in this Contract;
- (d) this Contract sets out the whole of the agreement between the parties;
- (e) the Seller is not required to carry out any work or effect any repairs or renovations whatsoever; and
- (f) the Seller is not required to obtain any approvals or procure any certifications for the Property whatsoever.

58.2 Notwithstanding anything in this Contract to the contrary, the Buyer accepts:

- (a) any encroachment by or upon the Land;
- (b) that the fence or boundary erections (if any) may not stand on the correct boundaries;
- (c) any heritage significance of the Land and Improvements under the heritage provisions of the Planning Act;
- (d) the nature, location, availability, condition, existence of any Service (or lack thereof);
- (e) the fitness for purpose of the Land or Property for any particular purpose;
- (f) the development potential of the Land or Property (or lack thereof);
- (g) the presence of Asbestos (as defined in the *Dangerous Substances Act 2004* (ACT)), contaminants or other substances on the Land or in the Improvements which may lead to the land being Contaminated (as defined in the *Environment Protection Act 1997* (ACT)).

58.3 The Buyer certifies that it has received the Required Documents and has had the opportunity to make its own enquiries regarding the matters contained or disclosed in the Required Documents.

58.4 The Buyer may not make any requisition, objection, claim for compensation or delay completion in respect of the matters raised in this Special Condition.

59. Adjustments

- 59.1 If Completion does not occur by the Date for Completion due to the delay or default of the Buyer, despite clause 8.1.1 of the Standard Form Clauses, all Land Charges will be adjusted as at the Date for Completion.
- 59.2 This Special Condition is for the benefit of the Seller and is an essential term of the Contract.

60. Keys

- 60.1 On Completion, the Seller will hand over to the Buyer any keys and remotes that it has in its possession to enable the Buyer to enter and access the Land, the Property and the Improvements.
- 60.2 The Buyer may not make any requisition, objection, claim for compensation or delay completion in respect of the matters raised in this Special Condition.

61. Agent

- 61.1 The Buyer warrants that it was not introduced to the Property and the Seller by anyone other than the Seller's Agent.
- 61.2 The Buyer indemnifies and keeps indemnified the Seller for any claim from or liability to another agent, whether actual or threatened, in respect of this Contract arising from a breach of the Buyer's warranty.
- 61.3 This clause does not merge on Completion.

62. Insolvency Event

- 62.1 If the Buyer is a natural person(s) and:
- (a) the Buyer (or any one of them) authorises a registered trustee or solicitor to call a meeting of his or her creditors and enters into a deed of assignment or deed of arrangement or a composition with any of his or her creditors; or
 - (b) a third party who holds a security interest in the assets of the Buyer enters into possession, or takes control of those assets, or attempts by any means to do the same; or
 - (c) the Buyer (or any one of them) commits an act of bankruptcy;
- the Buyer must immediately notify the Seller in writing.
- 62.2 If the Buyer is a company (or companies) and:
- (a) the Buyer (or any one of them) becomes, or attempts are made for the Buyer to become an externally administered company in accordance with *Corporations Act 2001* (Cth); or
 - (b) a controller (as defined by *Corporations Act 2001* (Cth)) is appointed, or attempts are made to have a controller appointed for any of the Buyer's (or one of the Buyers') assets;

the Buyer must immediately notify the Seller in writing.

- 62.3 If any of the events specified in this Special Condition 62 occurs, the Buyer will be in default of this Contract and the Seller may immediately, without notice specified in clause 18, terminate this Contract and clause 19 applies.
- 62.4 If any of the events in Special Condition 62.2 occur in relation to the Seller, then the Seller may, by written notice served upon the Buyer, rescind this Contract and clause 21 applies.
-

63. Caveat

- 63.1 The Buyer may not lodge a caveat for registration in respect of the Land prior to Completion.
-

64. Guarantee

- 64.1 If the Buyer is a corporation, all directors of the Corporation must provide a guarantee in the form provided at Annexure A.
-

65. Occupancy

- 65.1 The Property is currently used as a serviced apartment, and the Seller has entered into the Oxley Courts Serviced Apartments Management Agreement.
- 65.2 If the Buyer seeks to continue to use the Property as a serviced apartment, they may enter into a management agreement with the manager.
- 65.3 If the Buyer does not seek to enter into a management agreement they must advise the Seller, prior to the Date hereof, to provide the Seller with sufficient time terminate the management agreement.
- 65.4 The Seller discloses that two (2) months' notice is required to terminate the management agreement, which will be provided to the manager within 2 business days of exchange, if the Buyer advise the Seller that they will not be seeking to enter into the management agreement in accordance with clause 65.3.

ANNEXURE A

GUARANTEE AND INDEMNITY

I, **[Director's Name]**of

[address]..... agree as follows:

1. If the Buyer fails to perform and observe this Contract, the Guarantor agrees to perform the Buyer's obligations on demand as directed by the Seller.
2. As a separate, primary and severable liability, the Guarantor indemnifies the Seller, and agrees to keep the Seller indemnified, against loss or damage suffered or incurred by the Seller arising out of:
 - (a) a failure by the Buyer to observe or perform this Contract;
 - (b) an obligation on the Buyer under this Contract being ineffective for any reason whatsoever (whether or not the Seller knew or ought to have known of that reason) including:
 - (c) a legal limitation, disability or incapacity of the Buyer or a lack or improper exercise of a power or authority in relation to the Buyer;
 - (d) the Buyer making an arrangement, assignment or composition for the benefit of its creditors;
 - (e) an order made or resolution effectively passed for the winding-up of the Buyer;
 - (f) the Buyer going into liquidation or a receiver, administrator or provisional liquidator is appointed to the Buyer; or
 - (g) the obligation being or becoming illegal, invalid, void or unenforceable.
3. The Guarantor agrees that its personal property, including real property, is charged with the performance of the Guarantor's obligations under this Guarantee and Indemnity.
4. Each indemnity in this Guarantee is a continuing obligation separate and independent from the other obligations of the Guarantor and survives the termination of this Contract.
5. It is not necessary for the Seller to enforce this Contract against the Buyer or otherwise to incur expense, loss, damage or make payment before enforcing a right of indemnity and recovery conferred by this Guarantee.
6. The Guarantor acknowledges that:
 - (h) they are giving this guarantee and indemnity and incurring obligations and granting rights under this Contract for valuable consideration;
 - (i) they have not entered into this Contract in reliance on, or as a result of, a statement or conduct not otherwise expressly included in this Contract; and
 - (j) the Guarantor may not request or require another Party to do anything, including disclosing anything or giving advice, except as expressly set out in this Contract.
7. This Guarantee remains binding on all Parties despite:
 - (a) Completion; or
 - (b) termination of this Contract.
8. Where there is more than one Guarantor, then the obligations and liabilities of the Guarantors to be observed and discharged or performed by them are binding on them jointly and each of them individually.

9. The liability of a Guarantor is unlimited.
10. As far as lawfully possible, nothing in law or equity, compromises or can compromise:
- (a) the Guarantor's liability as a guarantor, principal debtor, or indemnifier; and
 - (b) the Seller's right to enforce this guarantee and indemnity.
11. The things in this Guarantee which do not or cannot compromise a guarantor's liability include, but are not limited to:
- (a) a person granting:
 - (i) time;
 - (ii) waiver;
 - (iii) a covenant not to sue;
 - (iv) other indulgence; or
 - (v) concession,whether or not an additional burden is imposed to or making of an arrangement, compromise or composition with a person, or compounding a liability, in any way;
 - (b) laches, acquiescence, delay, omission, mistake or other act by the Seller or other person or both of them;
 - (c) this guarantee and indemnity, another document, payment or other transaction, under one or more of them being or becoming wholly or partially illegal, invalid, void, voidable, unenforceable or otherwise of limited force or effect;
 - (d) a variation, renewal, amendment or novation or a dealing with this Contractor other document irrespective of whether or not the effect:
 - (i) is material;
 - (ii) imposes an additional liability, or
 - (iii) is onerous,on any Guarantor or an other person;
 - (e) an invalidity or irregularity in the execution of this Contract by a Guarantor or a deficiency or irregularity in the powers of a Guarantor to enter into or observe its obligations under this Contract;
 - (f) a judgment against a Guarantor or other person; or
 - (g) a change in capacity, rights or obligations of a Guarantor or other person.

Signed, sealed & delivered as a Deed by :

Signature

Witness Signature

Name of Signatory

Name of Witness

Capacity: Self

Capacity: Witness

Date:

Date:



Product	Title Details
Date/Time	19/02/2026 04:19PM
Customer Reference	
Order ID	20260219001731
Cost	\$35.00

Volume 1031 Folio 32 Edition 4

**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH**

LAND

Griffith Section 20 Block 20 on Deposited Plan 6756 with 36 units on Unit Plan 423

Unit 32 (Class A) entitlement 239 of 10000, 3 subsidiaries

Lease commenced on 01/11/2021, terminating on 31/10/2120

Proprietor

CATERINA POCHI

22 FLEETWOOD SMITH STREET, NICHOLLS ACT 2913

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

End of interests

Volume 1031 Folio 37 Edition 2

AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH

LAND

Griffith Section 20 Block 20 on Deposited Plan 6756 with 36 units on Unit Plan 423

Lease commenced on 01/11/2021, terminating on 31/10/2120

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 423

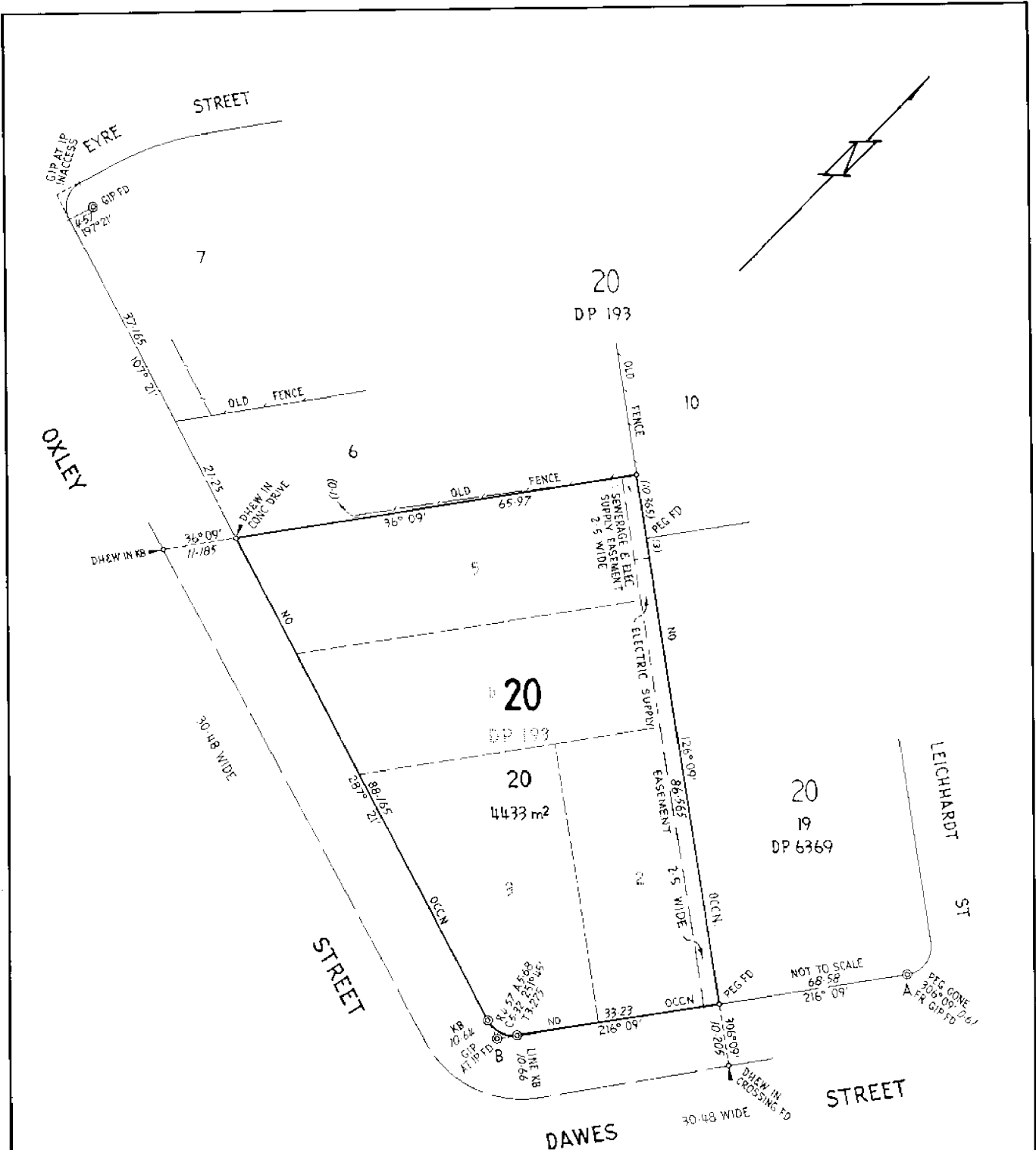
The Owners-Units Plan 423 C/- PO Box 3208 Weston, ACT 2611

REGISTERED ENCUMBRANCES AND INTERESTS

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

Registered Date	Dealing Number	Description
01/06/1990	686608	Special Resolution Altering Articles
16/11/2005	1446480	Application to Note Special Resolution
14/05/2013	1857006	Application to Note Special Resolution
09/08/2021	3095915	Application to Note Special Resolution
09/08/2021	3095916	Application to Note Special Resolution

End of interests



REFERENCE MARKS
 ⊙ Denotes G.I.P. in road 1:83 radially from T.P.
 — C.B. — 1:83 — T.P.
 (Except as otherwise shown)
 Azimuth: A B (Strom)

JAMES WILBUR SAWKINS of CANBERRA
 a Surveyor registered under the Surveyors Ordinance 1967 hereby
 certify that the survey represented on this plan is accurate and has been
 made (1) by me (2) under my immediate supervision in accordance with
 Survey Practice Directions 1980 and was completed on 18TH JUNE 1985
 Signature: *James Sawkins* 3-7-85
 Surveyor registered under the Surveyors Ordinance 1967

I certify that this plan is the plan prepared in accordance with
 the District Ordinance 1966
 Signature: *J.M. Sleep*
 19.3.86
 Commonwealth Surveyor-General

PLAN OF
BLOCK 20 SECTION 20
BEING A CONSOLIDATION OF BLOCKS 2-5
DIVISION: GRIFFITH
DISTRICT: CANBERRA CENTRAL
AUSTRALIAN CAPITAL TERRITORY
 SCALE 1:500
 Field Books: 0 5 10 20 30 40 METRES

Deposited in the office of the Registrar of Titles at Canberra in
 the Australian Capital Territory on the NINTH
 day of MAY 1986 at _____ minutes
 past FOUR o'clock in the AFTER noon
 Approved _____
 Registrar of Titles

DEPOSITED PLAN
6756
AMENDS DP 193

FORM 1
Real Property (Unit Titles) Ordinance 1970
UNITS PLAN No. 423

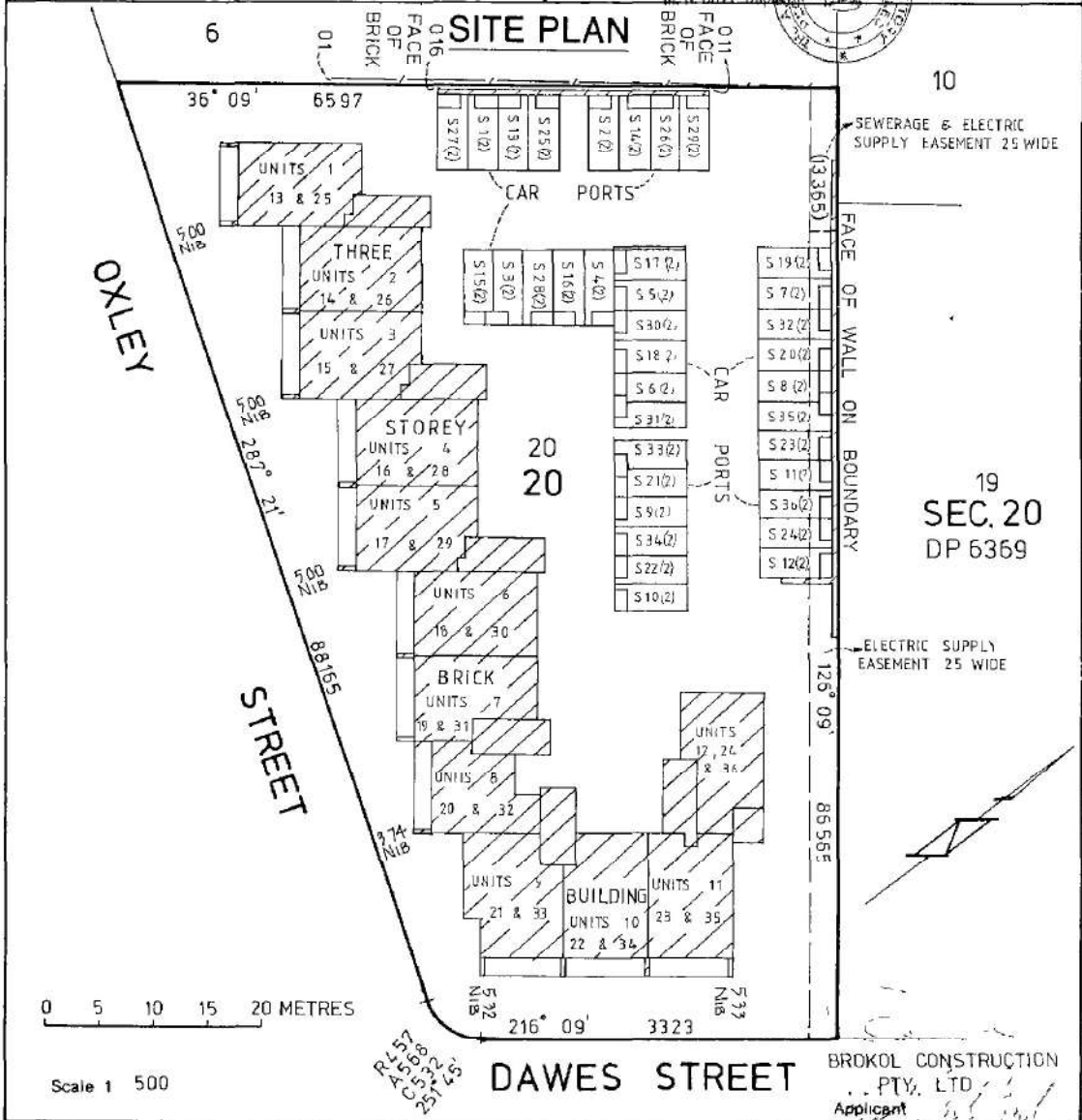
Block 20 Section 20 Division of GRIFFITH
Register Book Volume 1007 Folio 49 Deposited Plan No 6756

Address of the Corporation for service of documents PO BOX 36, DUFFY, ACT 2611.

I, **GORDON SAVILLE BURTON**
of **23 COLBEE COURT PHILLIP ACT**
a surveyor registered under the Surveyors Ordinance 1967 hereby certify that -
(a) the diagram on this sheet shows -
(i) the boundaries of the above mentioned parcel of land
(ii) the boundaries of each unit that is a Class B Unit as defined in the Unit Titles Ordinance 1970 into which the parcel is to be subdivided and
(iii) the boundaries at ground level or projected to ground level of the extremities of each building or building in the course of erection on the parcel and
(b) each building or building in the course of erection on the parcel is wholly within the parcel except to the extent to which -
(i) any eaves and guttering (including down piping) that form or are to form part of the building project or will project over land that forms part of a place that is a public place within the meaning of the Roads and Public Places Ordinance 1937 or
(ii) any rigid awning that forms or is to form part of the building project or will project over land that forms part of a place that is a public place within the meaning of the Roads and Public Places Ordinance 1937 and any support for such an awning stands or will stand on land that forms part of a place that is a public place within the meaning of that Ordinance
Dated this **TWENTYFIFTH** day of **JULY** 19**86**
G. Burton
Registered Surveyor

Approved under the Unit Titles Ordinance 1970 as the Units Plan for the sub division of the abovementioned parcel of land
Dated this **THIRTIETH** day of **OCTOBER** 19**86**
Clarke
Minister of State for Territories

Registered by me on the **SIXTH** day of **NOVEMBER** 19**86**
at **TWO** O'clock in the **AFTER**noon the number allocated to the Units Plan being **423**
The terms of the leases of the units and the lease of the common property expire on the **TWENTY-EIGHTH** day of **NOVEMBER** 20**36**
M. N. SAHY Deputy Registrar



Scale 1 500
BROKOL CONSTRUCTION PTY. LTD
Applicant

FORM 2

Real Property (Unit Titles) Ordinance 1970

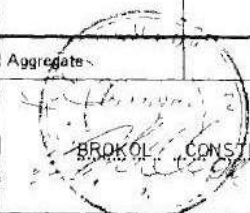
UNITS PLAN No. 423

SCHEDULE OF UNIT ENTITLEMENTS

Block 20 Section 20 Division of GRIFFITH

Column 1			Column 2	
Unit No	Unit Entitlement	Unit Subsidiaries	Certificate of Title	
			Volume	Folio
1	277	3	1031	1
2	274	3	1031	2
3	274	3	1031	3
4	274	3	1031	4
5	274	3	1031	5
6	274	3	1031	6
7	274	3	1031	7
8	239	3	1031	8
9	321	3	1031	9
10	297	3	1031	10
11	297	3	1031	11
12	276	3	1031	12
13	277	3	1031	13
14	268	3	1031	14
15	268	3	1031	15
16	268	3	1031	16
17	268	3	1031	17
18	268	3	1031	18

Aggregate



BROKOL CONSTRUCTION PTY LTD
Applicant

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

Dated this THIRTIETH day of OCTOBER 19 86

[Signature]
Minister of State for Territories

The Certificate of Title issued for each of the units into which the parcel of land has been sub divided is as shown in Column 2 above. The Certificate of Title for the common property is Register Book Volume 1031 Folio 37.

Registrar of Titles

FORM 2

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 423

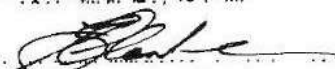
SCHEDULE OF UNIT ENTITLEMENTS

Block 20 Section 20 Division of GRIFFITH



Column 1			Column 2	
Unit No	Unit Entitlement	Unit Subsidiaries	Certificate of Title	
			Volume	Folio
19	268	3	1031	19
20	236	3	1031	20
21	321	3	1031	21
22	291	3	1031	22
23	291	3	1031	23
24	273	3	1031	24
25	277	3	1031	25
26	274	3	1031	26
27	274	3	1031	27
28	274	3	1031	28
29	274	3	1031	29
30	274	3	1031	30
31	274	3	1031	31
32	239	3	1031	32
33	322	3	1031	33
34	297	3	1031	34
35	297	3	1031	35
36	276	3	1031	36

Aggregate 36 10,000 108

 **BROOKLYN CONSTRUCTION PTY LTD**
Applicant

Column 1 above is the schedule of unit entitlement approved for the subdivision
 Dated this THIRTIETH day of OCTOBER 1986

 Minister of State for Territories

The Certificate of Title issued for each of the units into which the parcel of land has been sub divided is as shown in Column 2 above. The Certificate of Title for the common property is Register Book Volume 1031 Folio 37


M. N. SAVY
 Registrar of Titles


FORM 3

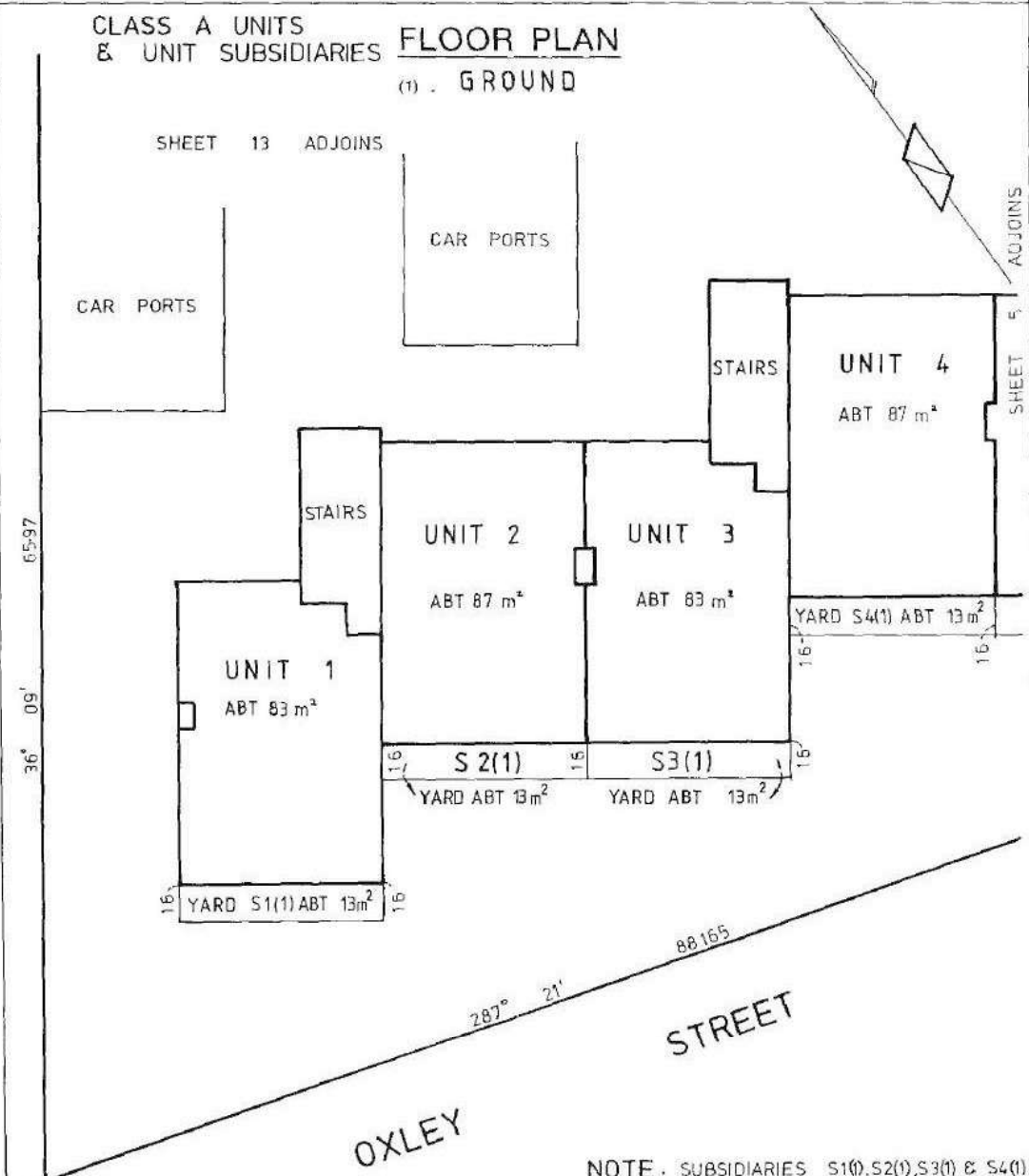
Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 423

Block 20, Section 20, Division of GRIFFITH

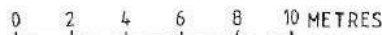
CLASS A UNITS & UNIT SUBSIDIARIES FLOOR PLAN (1) - GROUND

Number of floor



NOTE: SUBSIDIARIES S1(1), S2(1), S3(1) & S4(1) ARE LIMITED IN HEIGHT BY THE BALCONY ABOVE

Scale 1200



[Signature]
 BROOKLYN CONSTRUCTION PTY LTD
 Applicant

[Signature]
 Minister of State for Territories

FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 423

Block 20

Section 20

Division of GRIFFITH

CLASS A UNITS
& UNIT SUBSIDIARIES

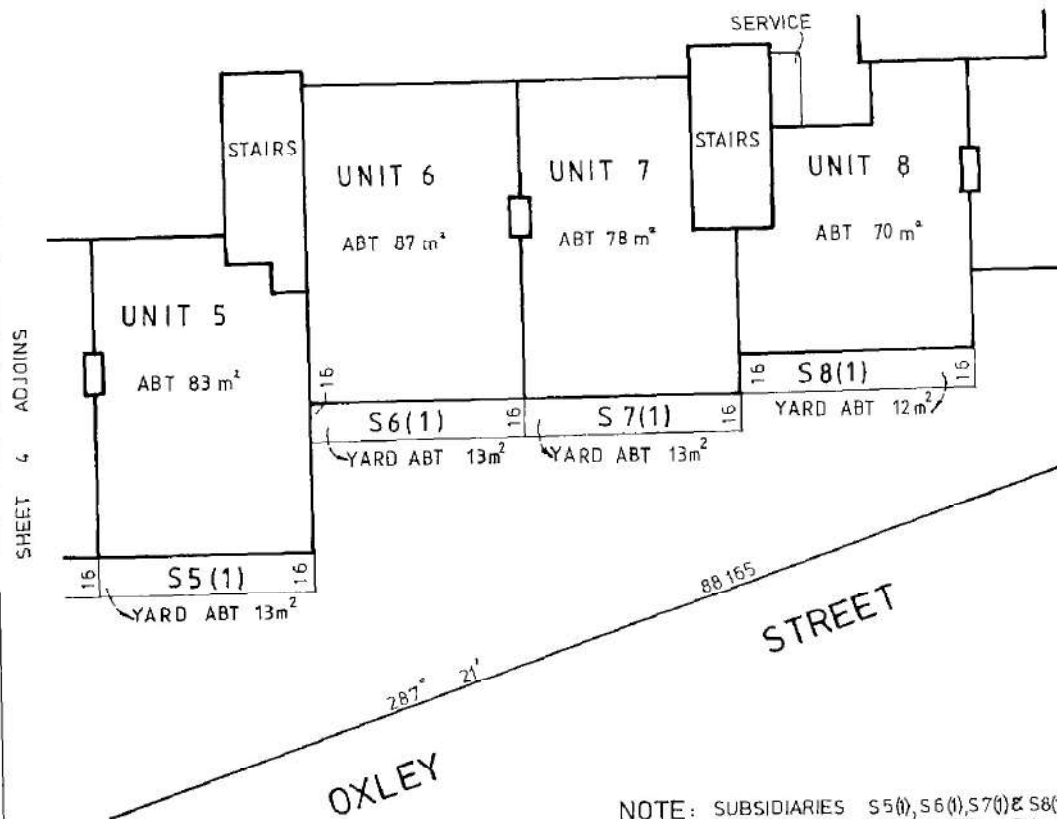
FLOOR PLAN
(1) GROUND

Number of floor

CAR PORTS

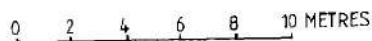
SHEET 14 ADJOINS

SHEET 6 ADJOINS



NOTE: SUBSIDIARIES S5(1), S6(1), S7(1) & S8(1) ARE LIMITED IN HEIGHT BY THE BALCONY ABOVE

Scale 1 200



BROKER CONSTRUCTION PTY, LTD
Applicant

Minister of State for Territories

FORM 3

Real Property (Unit Titles) Ordinance 1970

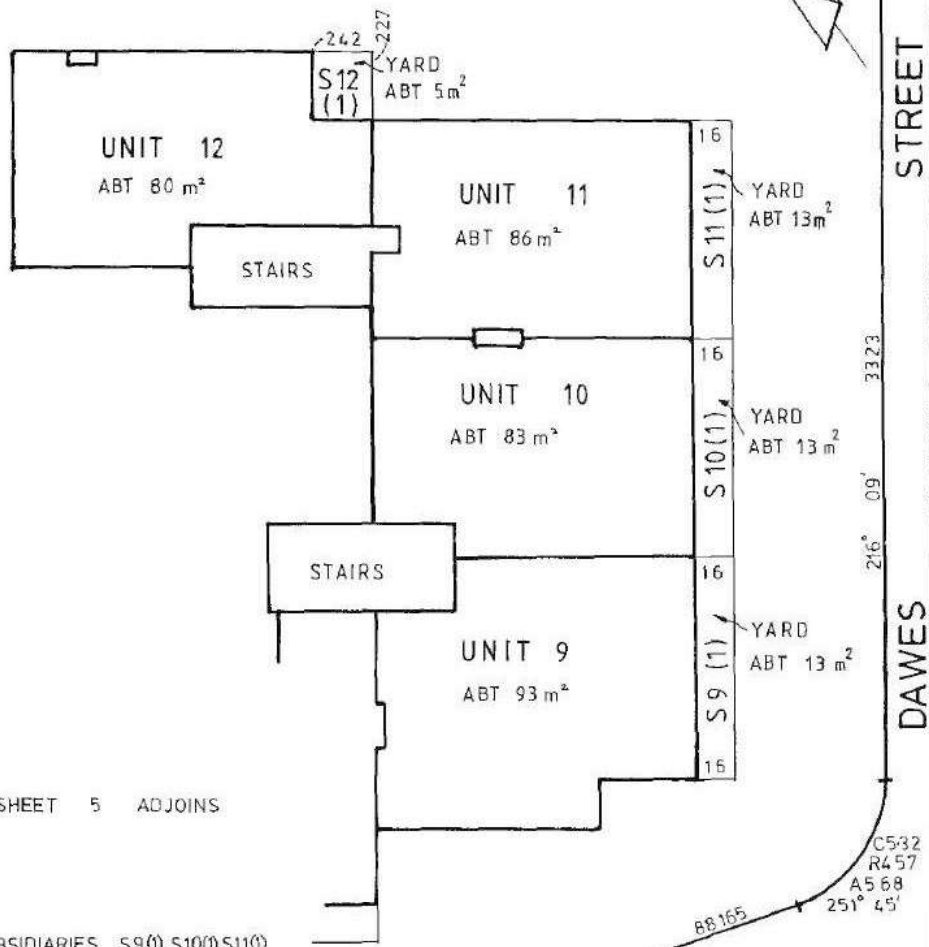
UNITS PLAN No. 423

Block 20 Section 20 Division of GRIFFITH

CLASS A UNITS & UNIT SUBSIDIARIES

FLOOR PLAN
(1) GROUND

(1) Number of floor



SHEET 5 ADJOINS

NOTE SUBSIDIARIES S9(1), S10(1), S11(1) & S12(1) ARE LIMITED IN HEIGHT BY THE BALCONY ABOVE

Scale 1:200 0 2 4 6 8 10 METRES

BROKOL CONSTRUCTION PTY LTD

Applicant

Minister of State for Territories

FORM 3

Real Property (Unit Titles) Ordinance 1970

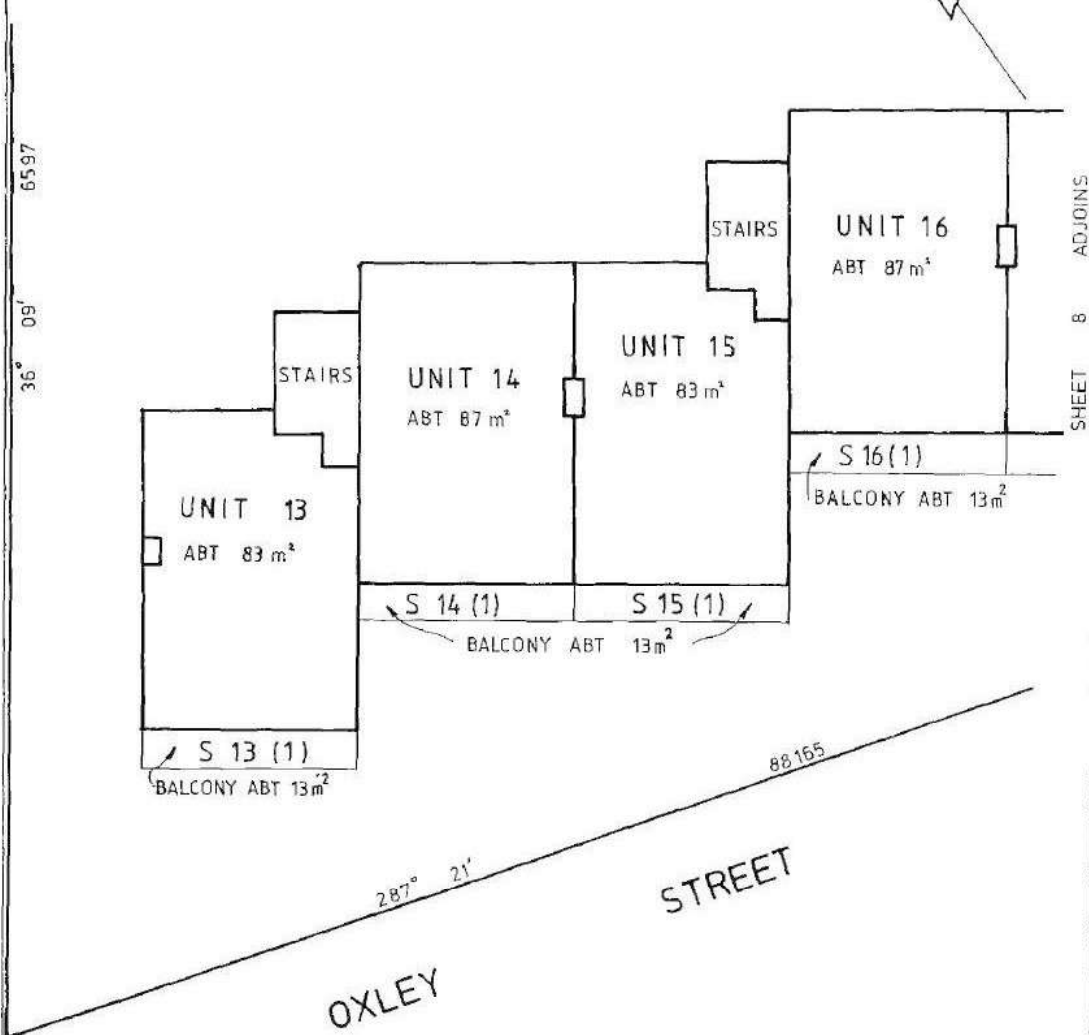
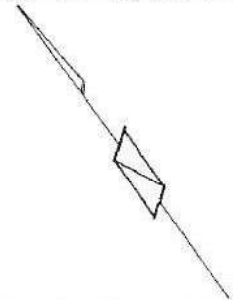
UNITS PLAN No. 423

Block 20, Section 20, Division of GRIFFITH

CLASS A UNITS & UNIT SUBSIDIARIES

FLOOR PLAN
(1) FIRST

(1) Number of floor



Scale 1:200 0 2 4 6 8 10 METRES

BROKOL CONSTRUCTION PTY. LTD

Applicant

Minister of State for Territories

SHEET 8 ADJOINS

FORM 3

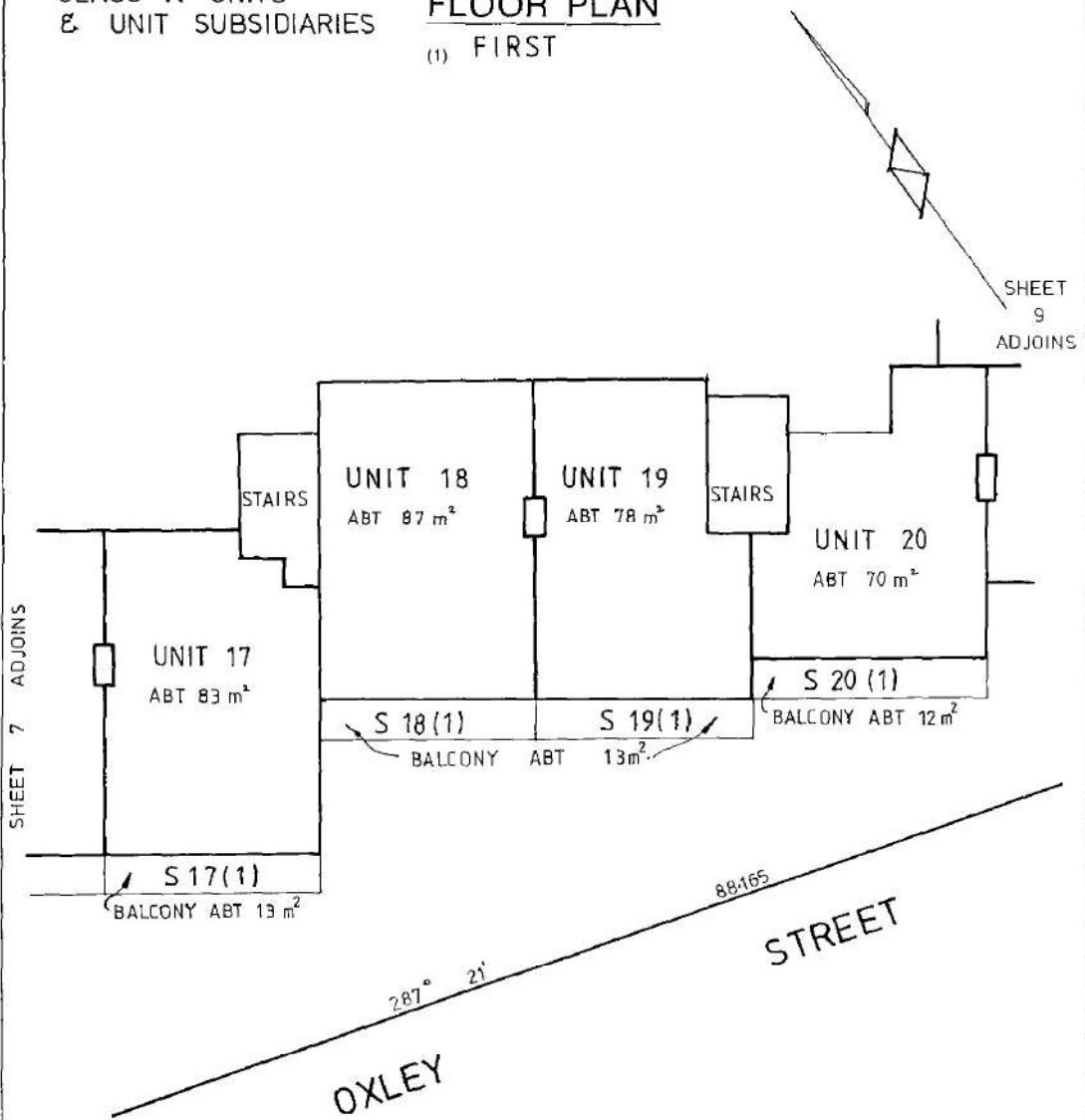
Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 423

Block 20 Section 20 Division of GRIFFITH

CLASS A UNITS & UNIT SUBSIDIARIES FLOOR PLAN (1) FIRST

(1) Number of floor



Scale 1:200 0 2 4 6 8 10 METRES

[Signature]
 BROKOL CONSTRUCTION PTY LTD
 Applicant

[Signature]
 Minister of State for Territories

FORM 3

Real Property (Unit Titles) Ordinance 1970

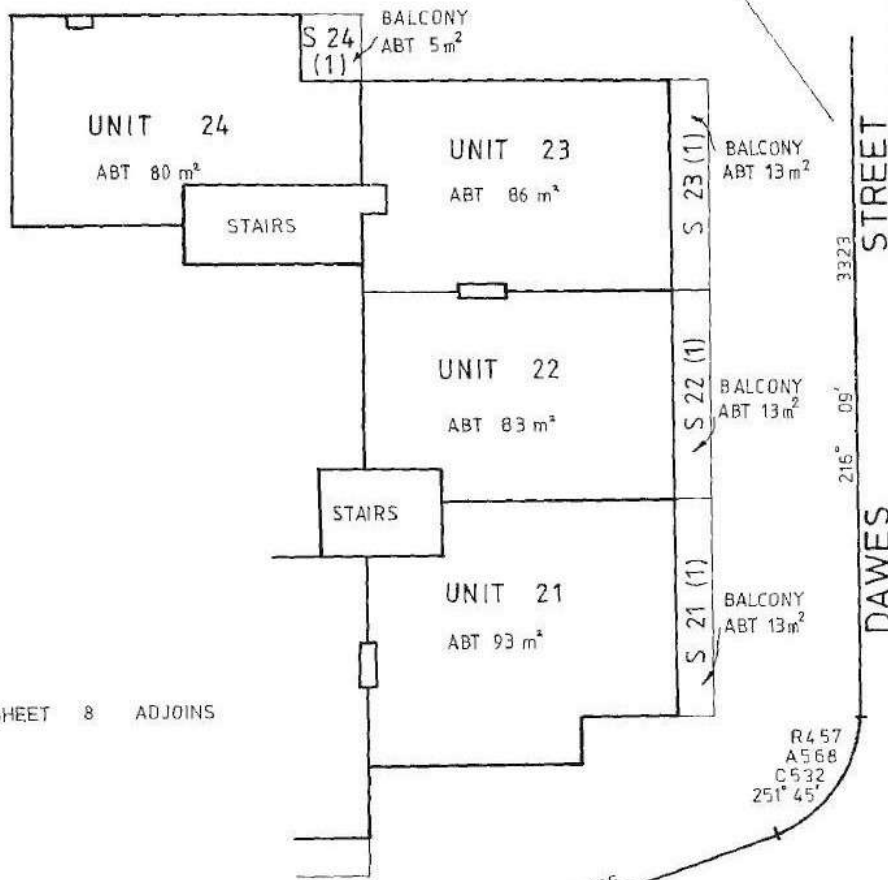
UNITS PLAN No. 423

Block 20, Section 20, Division of GRIFFITH

10-

CLASS A UNITS & UNIT SUBSIDIARIES **FLOOR PLAN**
(1) - FIRST

1) Number of floor



SHEET 8 ADJOINS

R457
A568
C532
251° 45'

Scale 1:200 0 2 4 6 8 10 METRES

[Signature]
BROKOL CONSTRUCTION PTY. LTD
Applicant

[Signature]
Minister of State for Territories

FORM 3

Real Property (Unit Titles) Ordinance 1970

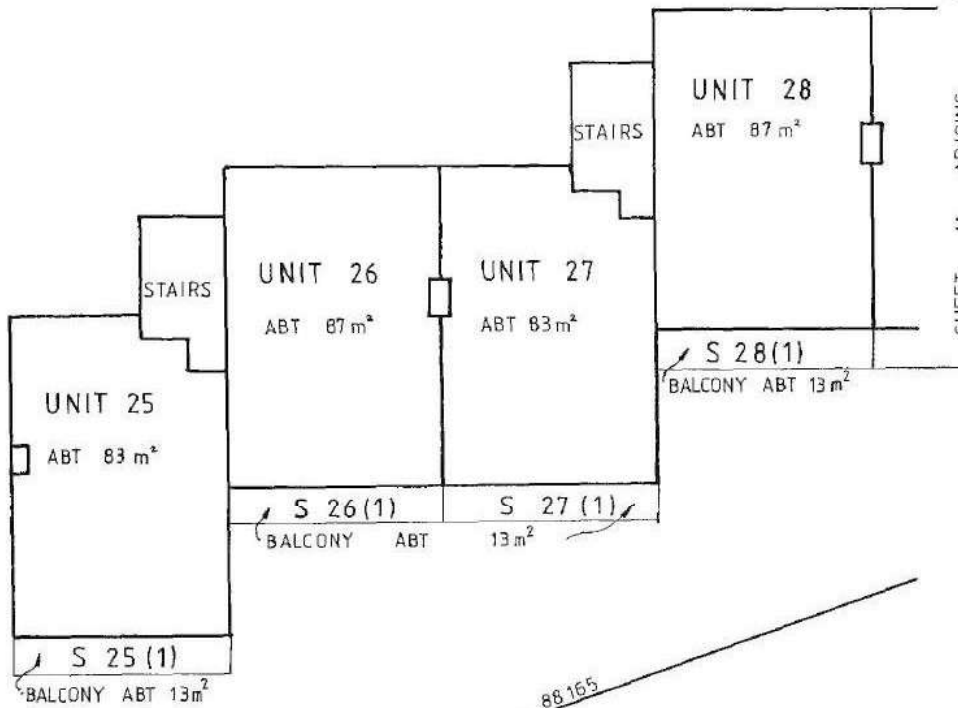
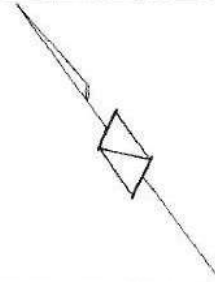
UNITS PLAN No. 423

Block 20 Section 20 Division of GRIFFITH

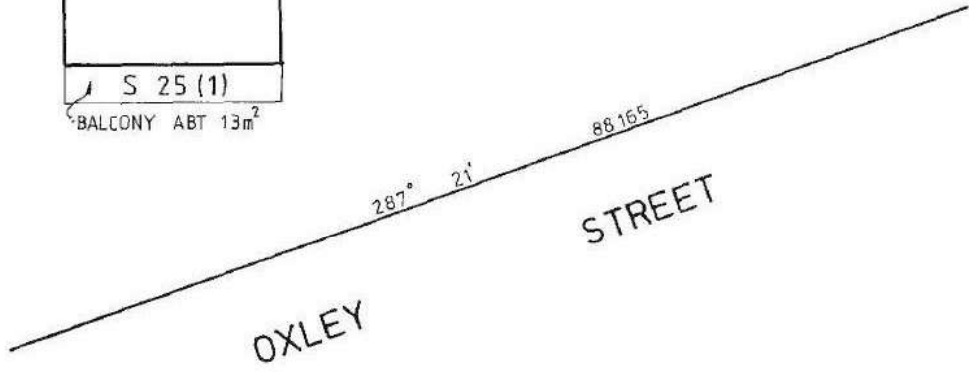
CLASS A UNITS
& UNIT SUBSIDIARIES

FLOOR PLAN
(1) SECOND

Number of floor



SHEET 11 ADJOINS



Scale 1200 0 2 4 6 8 10 METRES

BROKOL CONSTRUCTION PTY LTD

[Signature]
Applicant

[Signature]
Minister of State for Territories

FORM 3

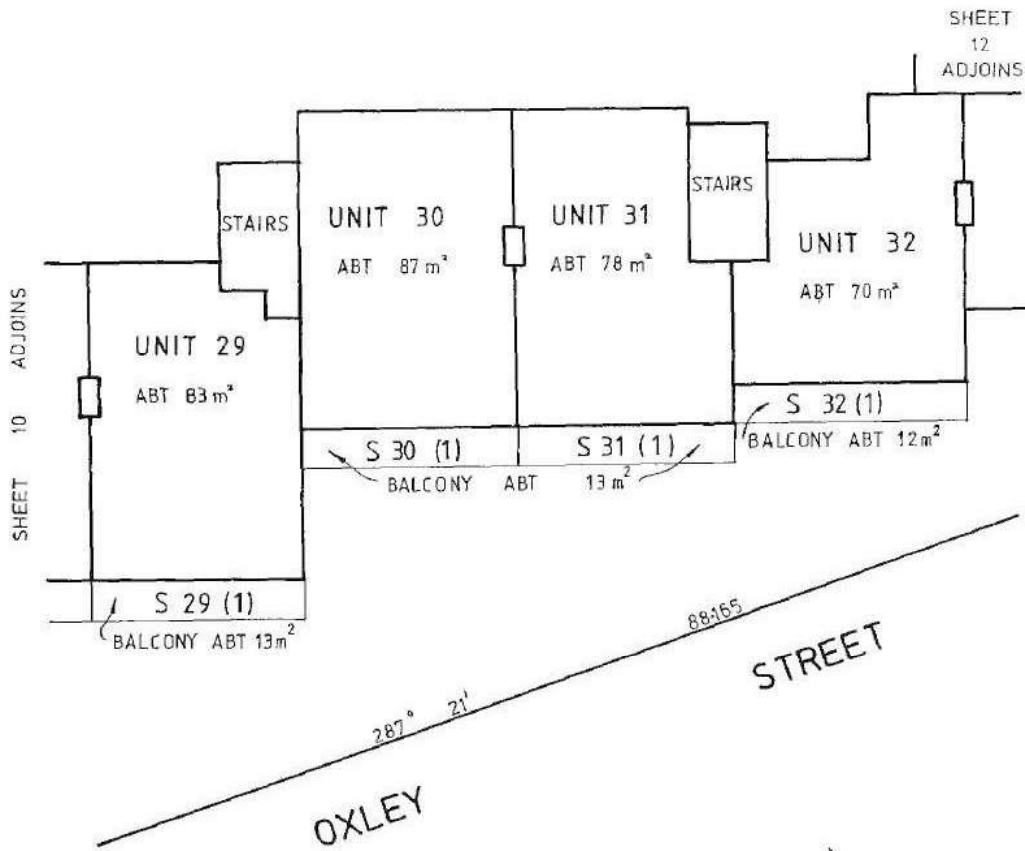
Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 423

Block 20, Section 20, Division of GRIFFITH

CLASS A UNITS & UNIT SUBSIDIARIES FLOOR PLAN (1) SECOND

Number of floor



Scale 1:200 0 2 4 6 8 10 METRES

BROKOL CONSTRUCTION PTY LTD
Applicant

[Signature]
Minister of State for Territories

FORM 3

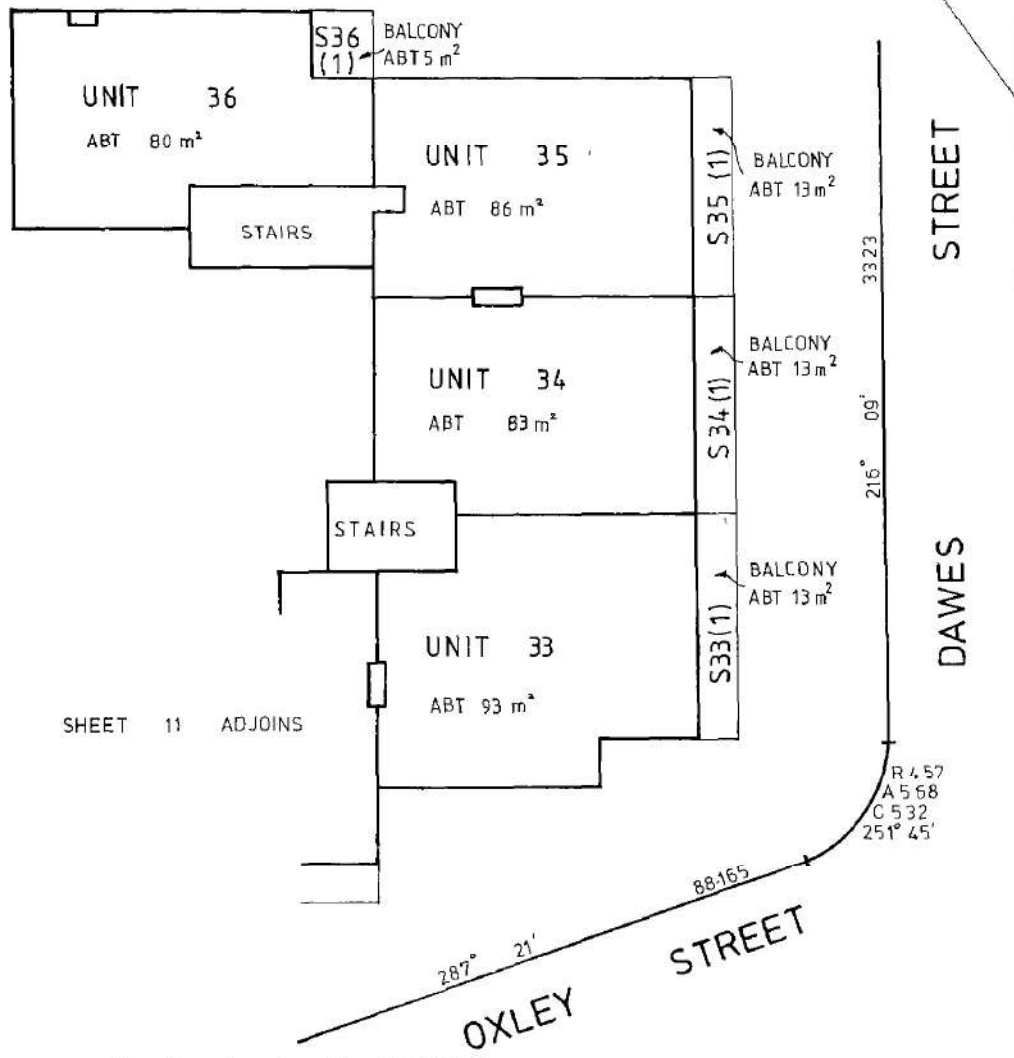
Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 423

Block 20 Section 20 Division of GRIFFITH

CLASS A UNITS & UNIT SUBSIDIARIES **FLOOR PLAN**
(1) SECOND

1) Number of floor



Scale 1:200 0 2 4 6 8 10 METRES

[Signature]
 BROKOL CONSTRUCTION PTY LTD
 Applicant

[Signature]
 Minister of State for Territories

FORM 3

Real Property (Unit Titles) Ordinance 1970

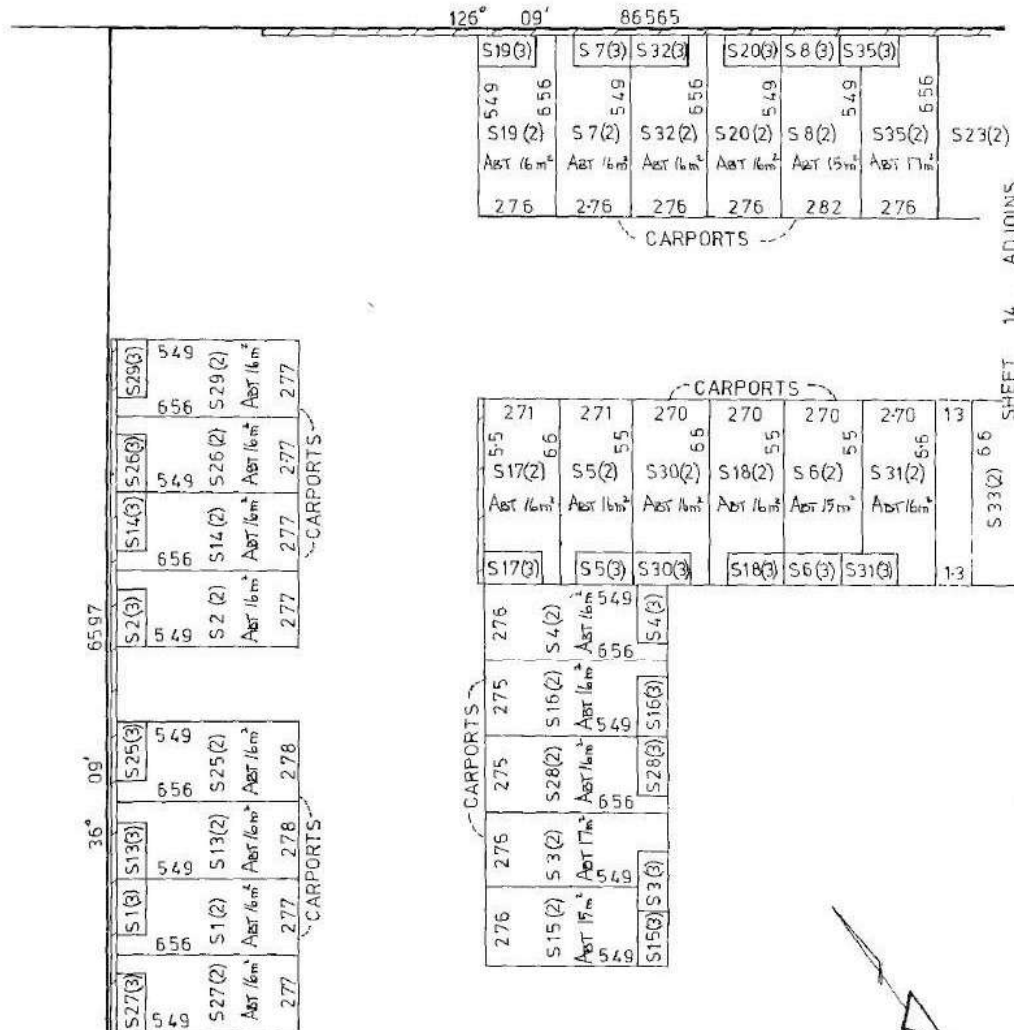
UNITS PLAN No. 423

Block . 20 . . . Section . 20 . . . Division of . GRIFFITH .

FLOOR PLAN

(1) GROUND
CLASS A UNIT SUBSIDIARIES

(1) Number of floor



ADJOINS SHEET 14

SHEET 4 ADJOINS

NOTE : SUBSIDIARIES (3) ARE STOREROOMS EACH ABOUT 2m²
SUBSIDIARIES (2) ARE CAR PORTS.

Scale 1 200 0 2 4 6 8 10 METRES

[Signature]
BROKOL CONSTRUCTION PTY LTD
Applicant

[Signature]
Minister of State for Territories

FORM 3

Real Property (Unit Titles) Ordinance 1970

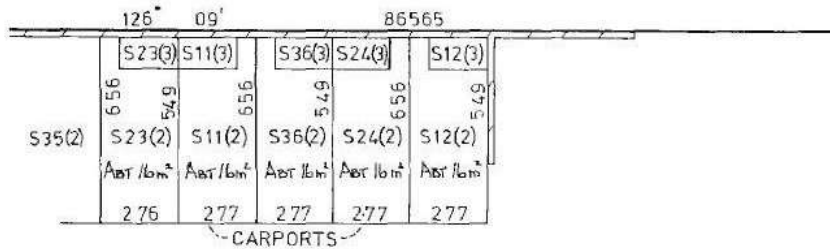
UNITS PLAN No. 423

Block . 20 . , Section 20 , Division of GRIFFITH

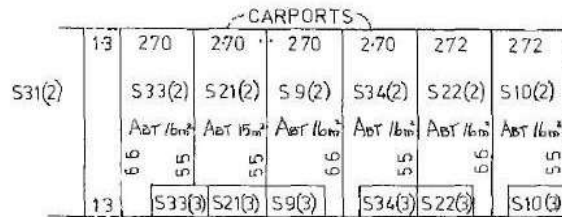
FLOOR PLAN

(1) GROUND,
CLASS A UNIT SUBSIDIARIES

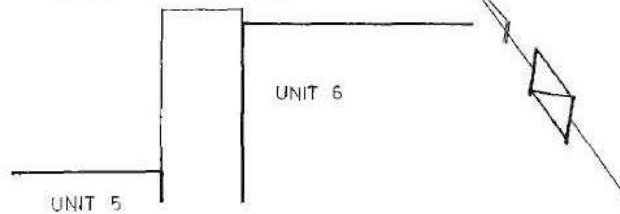
Number of floor



SHEET 13 ADJOINS



SHEET 5 ADJOINS



NOTE: SUBSIDIARIES 3 ARE STOREROOMS EACH ABOUT 2m³
SUBSIDIARIES 2 ARE CAR PORTS

Scale 1:200 0 2 4 6 8 10 METRES

BRÖKOL CONSTRUCTION PTY LTD

Applicant

Minister of State for Territories

FORM 4

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN NO. 423

Block 20 Section 20 Division of GRIFFITH

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

1. In this schedule "unit" means the leased land and the building and other improvements constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit.
2. The term of the lease of each of the units expires on the twenty eight day of November Two thousand and thirty six.
3. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.
4. Each of the Lessees of Units Nos. 1-36 inclusive covenants with the Commonwealth of Australia (hereinafter called "the Commonwealth") in respect of his relevant unit as follows:-
 - (a) to pay to the Commonwealth or to such person as may be authorised by the Commonwealth for that purpose 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 Commonwealth relating thereto and served on the Lessee;
 - (b) to use the unit for residential purposes only as a single unit private dwelling house;
 - (c) not to use any unit subsidiary to that unit as a habitation;
 - (d) not to make any structural alterations to the unit or any unit subsidiary thereto without the previous approval in writing of the Commonwealth;
 - (e) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Commonwealth the unit and any unit subsidiary to that unit;
 - (f) if and whenever the Lessee fails to maintain repair or keep in repair the unit or any unit subsidiary the Commonwealth may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or if the Commonwealth is of the opinion that a building part of a building or other improvement is beyond reasonable repair the Commonwealth may require the Lessee to remove a building or part of a building or other improvement and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Commonwealth may in writing allow the Lessee has not effected the said repairs or removed the said building part of the building or other improvement any person or persons duly authorised by the Commonwealth with such equipment as is necessary may enter the unit and unit subsidiary and effect the said repairs or demolish and remove the building part of the building or other improvement and all expenses incurred by the Commonwealth in effecting such repairs or

demolition and removal shall be paid by the Lessee to the Commonwealth 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 Commonwealth by the Lessee;

- (g) to permit any person or persons authorised by the Commonwealth in that behalf to enter the unit or unit subsidiary at all reasonable times and in any reasonable manner and inspect the unit and unit subsidiary;
- (h) to pay to the Commonwealth or any statutory authority his proportion being the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Corporation to the Commonwealth or a statutory authority (but which has not been paid by the 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 City Area Leases Ordinance 1936 and the Unit Titles Ordinance 1970.
5. It is mutually covenanted and agreed by the Commonwealth and each of the Lessees of all the units as follows:-
- (a) the Lessee may at any time upon payment of all rent and other moneys due to the Commonwealth under this lease surrender this lease to the Commonwealth but subject to any law of the Territory to the contrary the Lessee shall not be entitled to receive any compensation from the Commonwealth in respect of such surrender or in respect of any improvements comprising the unit;
- (b) that if -
- (i) any rent 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 unit is at any time not used for a period of one year for the purpose for which this lease is granted; or
- (iii) the Lessee shall commit or suffer a breach of any other covenant contained or implied in this lease
- the Commonwealth may determine this lease but without prejudice to any claim which the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;
- (c) that acceptance of rent by the Commonwealth or a person authorised by the Commonwealth for that purpose during or after any period referred to in paragraph (b) of this clause shall not prevent or impede the exercise by the Commonwealth of the powers conferred on it by paragraph (b) of this clause;
- (d) that any extension of terms for all the leases shall be in accordance with the provisions of the Unit Titles Ordinance 1970;
- (e) any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Minister and delivered to or sent in a prepaid letter addressed to the Lessee at the unit or at its registered office or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the unit;
- (f) any and every right power and or remedy conferred on the Commonwealth hereunder or implied by law may be exercised on behalf of the Commonwealth by the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936 or any Statute or

Ordinance substituted for that Ordinance or the member of the Executive Council of the Commonwealth for the time being performing the duties of the Minister and includes an authority or person for the time being authorised by the Minister or by law to exercise the powers and functions of the Minister under that Ordinance or any Statute or Ordinance substituted for that Ordinance;

(g) if the Lessee shall -

(i) consist of one person the word "Lessee" shall where the context so admits or requires be deemed to include the Lessee and the executors administrators and assigns of the Lessee;

(ii) consist of two or more persons the word "Lessee" shall where the context so admits or requires in the case of a tenancy in common be deemed to include the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and the executors administrators and assigns of the survivor of them;

(iii) be a corporation the word "Lessee" shall where the context so admits or requires be deemed to include such corporation and its successors and assigns.

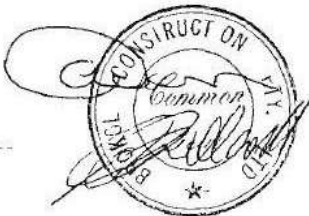
6. Each of the Lessees of Units Nos. 1-36 inclusive acknowledges that the building or buildings erected on the parcel of land defined as Block 20 Section 20 Division of GRIFFITH on Deposited Plan Number 6756 in the office of the Registrar of Titles at Canberra in the Australian Capital Territory shall contain not more than thirty six residential units in total.

DATED the

THIRTIETH day of *OCTOBER* 19 *88*

Delegate of the Minister of State for Territories

Applicant



FORM 5

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN NO. 423

Lock 20 Section 20 Division of GRIFFITH

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

1. In this schedule "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances.
2. The term of the lease expires on the twenty eight day of November Two thousand and thirty six.
3. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
4. The Proprietors - Units Plan No. 423 (hereinafter called "the Corporation") covenants with the Commonwealth of Australia (hereinafter called "the Commonwealth") as follows:-
 - (a) to pay to the Commonwealth or to such person as may be authorised by the Commonwealth for that purpose 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 Commonwealth relating thereto and served on the Corporation;
 - (b) to use the common property for the purpose of performing its duties exercising its powers and performing its functions imposed or conferred on it by the Unit Titles Ordinance;
 - (c) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Commonwealth;
 - (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Commonwealth all buildings parts of buildings landscaping storage areas covered car parking hardstanding car parking adequately illuminated vehicle access roads 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 paragraph (d) of this clause not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Commonwealth;
 - (f) if and whenever the Corporation fails to maintain repair or keep in repair any building part of a building landscaping storage areas covered car parking hardstanding car parking adequately illuminated vehicle access roads and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the land forming the common property the Commonwealth may by notice in writing to the Corporation specifying the wants of repairs require the Corporation to effect repairs in accordance with the said notice or if the Commonwealth is of the opinion that a building part of a building or other improvement or any part or parts of the services are beyond reasonable repair the Commonwealth may require the Corporation to remove a building part of a building



or improvement or to replace the part or parts of the services and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Commonwealth may in writing allow the Corporation has not effected the said repairs or removed the said building part of the building or the improvement or replaced the part or parts of the services any person or persons duly authorised by the Commonwealth with such equipment as is necessary may enter the common property and effect the said repairs or demolish and remove the building part of the building or the improvement or replace the part or parts of the service and all expenses incurred by the Commonwealth in effecting such repairs or demolition or removal or replacement shall be paid by the Corporation to the Commonwealth 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 Commonwealth by the Corporation;

- (g) to permit any person or persons authorised by the Commonwealth in that behalf to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the land forming the common property.

5. It is mutually covenanted and agreed by the Commonwealth and the 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 Commonwealth may determine this lease but without prejudice to any claim which the Commonwealth may have against the Corporation in respect of any breach of the covenants on the part of the Corporation to be observed or performed;
- (b) that acceptance of rent by the Commonwealth or a person authorised by the Commonwealth for that purpose during or after the period referred to in paragraph (a) of this clause shall not prevent or impede the exercise by the Commonwealth of the powers conferred on it by paragraph (a) of this clause;
- (c) that any extension of terms for all the leases shall be in accordance with the provisions of the Unit Titles Ordinance 1970;
- (d) any and every right power and or remedy conferred on the Commonwealth hereunder or implied by law may be exercised on behalf of the Commonwealth by the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936 or any Statute or Ordinance substituted for that Ordinance or the member of the Executive Council of the Commonwealth for the time being performing the duties of the Minister and includes an authority or person for the time being authorised by the Minister or by law to exercise the powers and functions of the Minister under that Ordinance or any Statute or Ordinance substituted for that Ordinance.

6. The Proprietors - Units Plan No. 423 acknowledge that the building or buildings erected on the parcel of land defined as Block 20 Section 20 Division of GRIFFITH on Deposited Plan Number 6756 in the office of the Registrar of Titles at Canberra in the Australian Capital Territory shall contain not more than thirty six residential units in total.

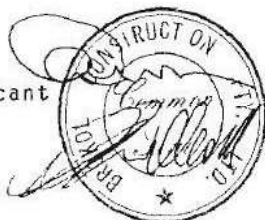
DATED the

THIRIETH day of OCTOBER 1986

[Signature]

Delegate of the Minister of State for Territories

Applicant



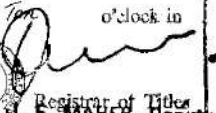
SHEET 1 OF ANNEXURE TO UNITS PLAN No. 423


M. W. SANYAL
Registrar of Titles

No. 686608 Certified copy of a special
Resolution showing the article of the
co-partition having been produced such
special resolution is hereby registered.

Entered 1st June 1990 at 10 o'clock in
the fore noon




Registrar of Titles
J. E. MAHER, Deputy

ORIGINAL

Volume	Folio
1031	22

AUSTRALIAN CAPITAL TERRITORY
Real Property (Unit Titles) Ordinance 1970

Certificate of Title

Units Plan No. 423 **Unit No.** 22

Part of Block 20 Section 20 Division of **GRIFFITH**


BROKOL CONSTRUCTION PTY LTD a company incorporated in the Australian Capital Territory whose registered office is situated at care of A.W.O. Wilkinson & Co Endeavour House Manuka

is registered as the proprietor of an estate of leasehold in the abovementioned Unit registered by me on the -

Sixth Day of November 1986

subject, nevertheless, to the rights created by section 27 of the Unit Titles Ordinance 1970 and the interests notified in the First Schedule or endorsed on this Certificate of Title.

Date **Sixth Day of November 1986**


M. N. SAVY Deputy
Registrar of Titles




First Schedule

No 539738 Mortgage to Finance Corporation of Australia Limited

No. 615040 - Transfer from Finance Corporation of Australia Limited Mortgage in Mortgage No 539738 exercising power of Sale to Oretava Pty Limited of the land within described.


Entered 27th July 1988 at Ten o'clock in the fore noon



M. A. RYAN Deputy Registrar of Titles

No. 623 775 MORTGAGE TO WESTPAC BANKING CORPORATION.


Entered 12th September 1988 at Ten o'clock in the fore noon



M. A. RYAN Deputy Registrar of Titles

No. 675731 DISCHARGE OF MORTGAGE No. 623775

Entered 19th December 1989 at Ten o'clock in the fore noon




C. SARVAAS Deputy Registrar of Titles

No. 675732 *TRANSFER TO Durham Nominees Pty Limited

_____ of the land within described

Entered 19th December 1989 at Ten o'clock in the fore noon



C. SARVAAS Deputy Registrar of Titles

No. 675733 MORTGAGE TO COMMONWEALTH SAVINGS BANK OF AUSTRALIA


Entered 19th December 1989 at Ten o'clock in the fore noon



C. SARVAAS Deputy Registrar of Titles

No. 768653 DISCHARGE OF MORTGAGE No. 675733


Entered 31 JAN 1992 at Ten o'clock in the fore noon



E. M. ERDOS Deputy Registrar of Titles

No. 768654 TRANSFER TO ROBERT JOHN PATISON and ANNE ELIZABETH PATISON as joint tenants of the land within described


Entered 31 JAN 1992 at Ten o'clock in the fore Noon.



E. M. ERDOS Deputy Registrar of Titles

No. 768655 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

Entered 31 JAN 1992 at Ten o'clock in the fore noon



E. M. ERDOS Deputy Registrar of Titles

CANCELLED AND COMPUTER CERTIFICATE OF TITLE ISSUED

LAND TITLES
OFFICE

686608P3: 02



NOTE—This form may be used for miscellaneous applications for which *no form is prescribed* by the Real Property Ordinance (e.g., applications to enter marriage of female proprietor, to correct the register, for a provisional Certificate of Title, etc.
This form should not be used in any case where a form is prescribed by the Real Property Ordinance, and is obtainable from the Land Titles Office.)

**TO REGISTER CHANGE IN ARTICLES OF
ASSOCIATION**
APPLICATION _____

686608

To the REGISTRAR OF TITLES,
CANBERRA, A.C.T.

I⁽¹⁾

(1) Here insert First name/s and Surname in full, with residence and occupation, and proceed to set out the matter in respect of which application is made and refer to any supporting evidence and to any Certificate of Title or registered instrument produced with this application.

The Proprietors of Units Plan 423 hereby advise that on the 10th day of October 1989 it was resolved to amend the Articles of the Corporation by adding a new Article, namely Article 6 to read as follows:

Article 6: The Corporation in consideration of the Proprietor of Unit 11 providing facilities whereby members may have their Unit managed as a serviced apartment granted to the Proprietor of Unit 11 or its nominee the exclusive right of being Manager of any Units at Oxley Court let as serviced apartments, provided always that the Corporation shall not be responsible for any expenses that should arise from such use or from any agreements made by members and the Manager.

This is a true copy of the resolution.

Dated at CANBERRA in the AUSTRALIAN CAPITAL TERRITORY

this 20th day of January 19 90, and I certify this application

to be correct for the purpose of the *Real Property Ordinance 1925*

SIGNED in my presence by the said

M. J. Burnett
who is personally known to me.

(Signed) Gregory Kevin Burnett
SOLICITOR




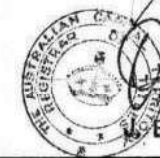
(2) The witness must be one of the officers or persons named in Section 173 of the *Real Property Ordinance 1925*

R.N.

586608

Lodged by Peter Smyth Burnett & Co

Address

DOCUMENTS LODGED			DOCUMENTS TO BE LODGED	
1.	}	Receiving Clerk	Document	By whom
2.			1.	
3.			2.	
4.			3.	
PROGRESS RECORD			REQUISITION	
	Initials	Date	To	Particulars
Entered delivery book			1.	
Fees Checked		2.		
Register Book noted		3.		
Examined		Particulars Entered in Register Book Volume <u>Chris Ryan</u> Folio <u>No 423</u> the <u>1st</u> day of <u>June</u> 19 <u>90</u> , at <u>Ten</u> o'clock in the <u>fore</u> noon.		
Endorsed		 Registrar of Titles J. E. MAHER, Deputy		
Signed and sealed				
Land Index noted				
Names index noted				
Instrument filed				

ACT GOVERNMENT
Land Titles Act 1925
Registrar-General's Office



1446480

Day of DEAKIN ACT 260.



SR
Form 092

Lodging Party
CUPS
LOUNDS BAK
Box Number
6

SPECIAL RESOLUTION

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

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

1. LAND

Vol:Fol	District/Division	Section	Block
1031:37	GRIFFITH	20	20

2. UNITS PLAN NUMBER

423

3. DETAILS OF AMENDMENT

That the attached amendments to the Articles of Units Plan 423 be adopted for registration by the Owners Corporation.

4. SUPPORTING DOCUMENTATION

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

5. DATE

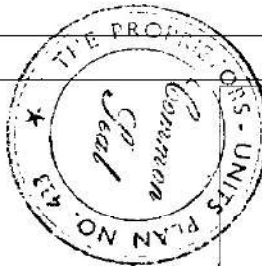
2 NOVEMBER 2005

6. EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL

Executed by

Affixed in the presence of

MS R WEBBER



By being signed by:

Signature <i>R Webber</i>
MS ROBYN WEBBER Full Name (Block Letters)
Canberra Units Plan Services 1/39 GEILS COURT, DEAKIN ACT 2600 Address
AUTHORISED AGENT Office Held

Signature
Full Name (Block Letters)
Address
Office Held

7. OFFICE USE ONLY

Lodged by <i>[Signature]</i>	Certificates Lodged
Data Entered by <i>[Signature]</i>	Attachments Lodged <i>[Signature]</i>

Examined by		Certificate of Title Lodged	
Registered by		Registration Date	16 NOV 2005

PRIVACY STATEMENT

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

SCHEDULE OF NOTES

1. Wherever it is provided in the *Unit Titles Act 2004* for an alteration of a Units Plan or an order to be lodged with the Registrar-General, such a variation or order should be lodged according to Registrar-General's Office procedure, upon payment of the prescribed fee and upon production of the relevant title as follows -
 - application to be accompanied by the authority for the variation/ court order.
 - should be lodged with the Certificate of Title or proof of production of the title.
2. Documents must be typed, or completed in black ink or biro.
3. Alterations to information entered on the form should be made by crossing out (not erasing or obliterating by painting over) and should be initialled by all parties.
4. If there is insufficient space in any panel use an annexure sheet.
5. Volume and Folio references must be given. Insert unit number if the land is land under the *Land Titles (Unit Titles) Act 1970*.
6. Execution by
 - **A Natural Person** – should be witnessed by an adult person who is not a party to the document.
 - **Attorney** – If this document is executed by an Attorney pursuant to a registered power of attorney, it must set out the full name of the attorney and the form of execution must indicate the source of his/her authority eg. "AB by his/her attorney XY pursuant to Power of Attorney ACT Registration No..... of which he/she has no notice of revocation".
 - **Corporation** – Section 127 of the *Corporations Act* provides that a company may validly execute a document with or without using a Common Seal if the document is signed by:

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

MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS - UNITS PLAN NO. 423 HELD ON TUESDAY 25 OCTOBER 2005 AT UNIT 1, AFA HOUSE, 39 GEILS COURT DEAKIN ACT AT 5.30 PM.

PRESENT: Mrs R Dupont
Mr R Spry
Mr A Losanno
Mr J Mehr
Ms M Fritsch
Mr B Harding
Ms R Webber

PROXIES & APOLOGIES: Mr A Swamy, Mr & Mrs P Ruddock,
Ms K Livermore & Mr C Brown, Mr & Mrs W Smits
Mrs A Daley, Mr & Mrs A Hansell & Johma
Mr & Mrs C MacKintosh, Mr & Mrs J McCauley
Mr D Bottom
All in favour of Ms R Webber

1. Ms Webber was appointed chairperson for the meeting.
2. The minutes of the previous Annual General Meeting were taken as read.
3. MOTION 1
RESOLVED and carried that the minutes of the previous Annual General Meeting be confirmed.
4. **Matters arising from those minutes**
 - 4.1 Gas – The Managing Agent has now sent four letters to ActewAGL regarding the requested discount in the cost of the gas consumption because of the bulk amount used at the development, which is mainly used for hot water.
5. **Financial Statements**
MOTION 2
RESOLVED and carried that the financial statements be accepted as presented.
6. **Committee**
Owners to stand as Executive Committee Members are –

Mrs R Dupont, Unit 9
Mr R Spry, Unit 11
Mr B Harding, Unit 18
7. Owners are informed that the existing insurance cover is as follows:

CHU Underwriting Agencies Pty Limited

POLICY NO. 45937

Buildings

Public Liability

Personal Accident/Voluntary Workers

Due 16/05/2006

\$5,198,000

\$20,000,000

\$100,000/\$1,000

Workers Compensation
Excess on claims:

Unlimited
Nil

The Managing Agent reminded owners that it is essential they hold their own contents and public liability insurance for any accident which may occur within their own unit area regardless of whether they are owner/occupiers or landlords.

MOTION 3

RESOLVED and carried that the existing Buildings insurance held by the Corporation be increased by 5% on renewal to \$5,458,000.

8. Budget Discussion

MOTION 4

RESOLVED and carried as a special resolution that the Administration Budget of \$44,529 and Sinking Fund of \$4,450, a total of \$48,979 be accepted.

9. Levies

MOTION 5

RESOLVED and carried that the Corporation determine a levy equal to the sum of the budget of \$48,979 for the twelve month period commencing 01/11/2005 and to be contributed to in accordance with unit entitlements. Payment may be made by equal quarterly payments in advance provided payment is made within thirty days of the beginning of a quarter. If payment is not made within thirty days of the beginning of a quarter the right to pay by instalments may be forfeited and the whole of the year's levy then outstanding shall become due and payable from the first day of the quarter in which payment is not made.

10. General Business

10.1 MOTION 6 - Erections and Alterations

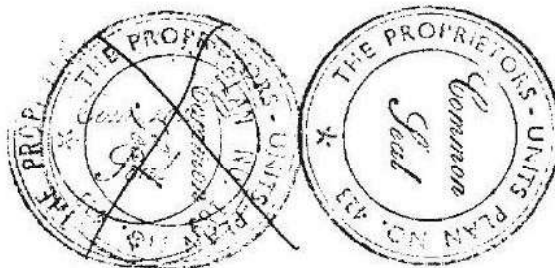
RESOLVED and carried that Default Article 4(1) be amended to read:

- (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 special resolution; 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).

10.2 Recarpeting – Mr Rob Spry provided the meeting with proposed new carpet samples for the stairwells. Mr Spry will forward the details of the proposal to the Managing Agent who will forward to all owners.

11. There being no further business the meeting closed.

CHAIRPERSON





ACT
Government
Justice and Community Safety

OFFICE OF RE
ACT Justice and Communi



SR\$1857006

02/05/2013 12:18:53 MULLJ

1857006

**SPECIAL RESOLUTION
BY OWNERS CORPORATION**

Form 094 - SR

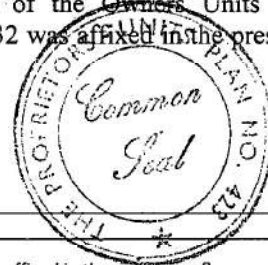
Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
ACT Strata Management Services	PO Box 3208 WESTON ACT 2611	6281 7000

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1031:37	GRIFFITH	20	20	423

DETAILS OF ARTICLE/S BEING AMENDED (Insert article number/s)
Default Rules-New Article 13-Insurance Excess

SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
<input checked="" type="checkbox"/> Sealed copy of Minutes of Meeting <input type="checkbox"/> Sealed copy of Resolution/Motion <input type="checkbox"/> Other (specify) -	The Common Seal of the Owners Units Plan: 423 ABN: 16 803 785 132 was affixed in the presence of an authorised person.



EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL (The Common Seal was affixed in the presence of)	
Signature	Signature
David Bowditch	
Full Name (Block Letters)	Full Name (Block Letters)
PO Box 3208 WESTON ACT 2611	
Address	Address
Body Corporate manager	
Office Held	Office Held

OFFICE USE ONLY			
Lodged by	<i>DM</i>	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by	<i>DM</i>		
Registered by	<i>DM</i>	Registration Date	14 MAY 2013

ALTERATION OF DEFAULT ARTICLES.

Vol:Fol

1031:37

The Owners of the Units Plan No 423 hereby request the Registrar of Titles to note that at the Annual General Meeting of the Owners held in Canberra on the 4th October 2012 it was resolved by Special Resolution to make the following changes.

A true copy of that Special Resolution is as follows:

Article 13 Insurance Excess

Resolved to add the following Rule:

“That any excess payable on an Owner’s Corporation insurance claim is the responsibility of the relevant owner of the unit to which the claim is related. If the insurable claim is due to the failing of the Owner’s Corporation’s common property, then the excess is the responsibility of the Owners Corporation.

Carried (no dissent noted)



**Notice of Reduced Quorum Decisions
Unit Titles Management Act 2011**

A1 The Owners – Units Plan No. 423

A2 Annual General Meeting

Date of the Annual General Meeting at which the reduced quorum decision or decisions were made:

4 October 2012

(x) Regularly convened

The general meeting was regularly Convened (not following any Adjournment) under UT(M)A 2011 Schedule 3 Part 3.1 Section 3.9(2).)

() Convened after adjournment

The general meeting was convened following an adjournment or adjournments (under UT(M)A 2011 Schedule 3 Part 3.1 Section 3.9(3).)

A3 Reduced quorum decisions

See attached minutes of meeting held 4 October 2012

A4 Owners Corporation Declaration

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



Common Seal

A handwritten signature in black ink.

Date: 5/10/12

**MINUTES OF THE ANNUAL GENERAL MEETING
FOR THE OWNERS UNITS PLAN No 423
HELD 4 OCTOBER 2012
at office of ACT Strata Management Services, 5 Lyons Place, Lyons ACT**

The meeting commenced at 5.30 pm.

Present

Mr V J Patulny	Unit 5
Ms R Dupont	Unit 9
Mr R Spry	Unit 11, 29, 35
Mrs A Losanno	Unit 12
Mr B Harding	Unit 18, 21
Mr E J Stevenson	Unit 30

Darren Walton - A.C.T. Strata Management Services

It was noted that a quorum was not present and the meeting would continue as set out in Schedule 3, Part 3.1 Section 3.9(2) of the Unit Titles Management Act 2011 - i.e. as a reduced quorum meeting.

Chairperson

Resolved that Ms Dupont be Chairperson for the meeting. **Carried.**

Proxies

Resolved to accept the following proxies:

Megal Pty Ltd	Unit 4	F/O	Mr Spry
Mr and Mrs W Smits	Unit 8, 27	F/O	The Chairperson
Ms M Roberts	Unit 10	F/O	Mr Spry
Mrs A Daley	Unit 15	F/O	The Chairperson
Mr & Mrs C J Mackintosh	Unit 26	F/O	The Chairperson



Carried.

Minutes of the previous Annual General Meeting

Motion 1: Resolved that the minutes of the previous Annual General Meeting be confirmed. **Carried.**

Matters Arising from the previous Annual General Meeting

Nil.

Financial report

The meeting noted the levies in arrears; it was acknowledged that most of the levies outstanding had not been an ongoing issue for those Owners as recorded in the financial statements. However it was noted that Unit 32 has had an average outstanding account of around \$450 over the last few financial year periods. The Manager advised that Owners with overdue levies would have received a reminder letter.

Resolved that the Manager liaise with the Owners of Unit 32 in relation to the outstanding levies. **Carried.**

The Meeting noted the amounts as accounted in the budget line item expenditure for 'Caretaker' and 'Water Usage' were confusing. The Manager advised that because the complex uses a cash accounting system, there are times when accounts are not paid in the actual financial period relevant to the expense being incurred. This means that an expense incurred in one financial period, but paid in the next financial period has to be allowed for in the budget period when the payment of the expense is made.

Motion 2: Resolved that the Financial Statements be accepted as presented. **Carried.**

Insurance

Motion 3a (amended): Resolved that the Manager obtains two quotations prior to the building insurance renewal and forwards these quotes to the Executive Committee for their consideration. **Carried.**

Motion 3b (amended): Resolved to add the following Rule:

That any excess payable on an Owners' Corporation insurance claim is the responsibility of the relevant owner of the unit to which the claim is related, unless the Owners Corporation determines otherwise. If the insurable claim is due to the failing of the Owners' Corporation common property, then the excess is the responsibility of the Owners Corporation.

Carried by Special Resolution (No dissent noted).

Owners are advised that the Body Corporate Insurance Policy only covers the building and for public liability events on the common property. The Corporation's insurance does not cover contents items such as carpet, curtains and light fittings. A.C.T. Strata Management Services strongly recommends that all unit owners have their own contents insurance as well as public liability insurance within their own units.

Expenditure

Motion 4: Resolved that the Administration Fund expenditure budget of \$82 830 be accepted. **Carried.**

Levies

Motion 5a: Resolved that the Corporation strike an Administration Fund levy of \$82 830 for the period 1/11/12 to 31/10/13 and be contributed by members in accordance with their Unit Entitlements. Levies are to be paid quarterly in advance. **Carried.**

Motion 5b: Resolved that the Corporation strike a Sinking Fund levy of \$12 264 for the period 1/11/12 to 31/10/13 and be contributed by members in accordance with their entitlements. Levies are to be paid quarterly in advance. **Carried.**

Executive Committee

Resolved that the following members form the Executive Committee for the ensuing year:

Mr B Harding, Ms R Dupont, Mrs A Losanno, Mr R Spry, Mr E Stevenson and Mr V Patulny with Mr Spry being elected Chairperson. **Carried.**

General Business

Resolved the Manager makes enquiries to ActewAGL for a management plan from ActewAGL to reduce Gas costs for the complex. **Carried.**

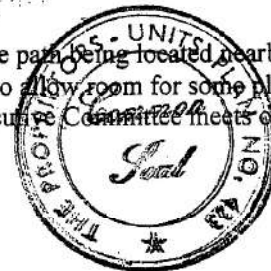
Solar Panels: The meeting discussed the potential of installing solar panels to assist in reducing the gas and electricity costs. **Resolved** that Mr Spry organise from suitably qualified solar heating specialists to advise and quote on a system to suit the complex's gas and electricity requirements. **Carried.**

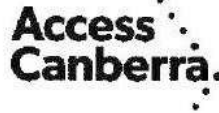
Mr Spry raised the idea of installing two speed humps in the driveway.
Resolved Mr Spry organise speed humps to be installed in the driveway for an estimated cost of around \$800. **Carried.**

Mr Patulny tabled a proposal to ensure that the sanitary plumbing system functions as it should. Mr Patulny has recently been the victim of a failing of the sanitary plumbing system and has put forward some proposals to ensure other Owners are not impacted by a failing of the sanitary plumbing system. The meeting discussed the proposal and **resolved** that the Manager obtain two quotes from William Edmund Plumbing, the first quote for an examination of Oxley Court's sanitary drainage system, and if the potential exists for a recurrence of a failing of the plumbing system, to advise of any remedial action that should be undertaken. The second quote to be for a plumbing contractor to enter into a regular maintenance service to ensure the plumbing system is satisfactorily maintained. **Carried.**

Mrs Losanno expressed her concern about the lack of privacy caused by the path being located nearby the main bedroom of Unit 12. Mrs Losanno asked if the path could be moved to allow room for some plants to be planted to be a barrier between her unit and the path. **Resolved** the Executive Committee meets onsite to consider the options, including relocating the paved path. **Carried.**

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





Chief Minister, Tr



3095915

**SPECIAL RESOLUTION
BY OWNERS CORPORATION**

Land Titles Act 1925

SR

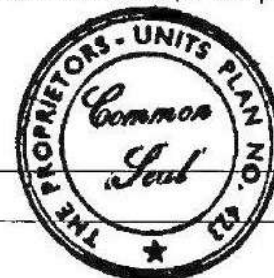
LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
ACT Strata Management Services	admin@actstrata.com.au	02 5131 2600

TITLE AND LAND DETAILS				UNITS PLAN NUMBER
Volume & Folio	District/Division	Section	Block	
1031:37	GRIFFITH	20	20	423

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

Article 13-Special Privilege


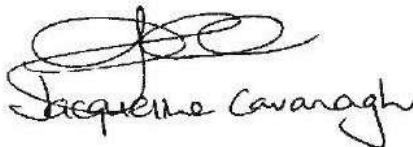
SUPPORTING DOCUMENTATION <small>(Please tick appropriate item – Original signed copy must be supplied)</small>	COMMON SEAL OF OWNERS CORPORATION <small>(Seal must be affixed)</small>
<input checked="" type="checkbox"/> Sealed copy of Minutes of Meeting <input checked="" type="checkbox"/> Sealed copy of Resolution/Motion <input checked="" type="checkbox"/> Other (specify) – Management Agreement	The common seal of the Owners Units Plan: 423 ABN 16 303 785 132 was affixed in the presence of an authorised person.



CERTIFICATION *Delete the inapplicable

Applicant

*The Certifier has retained the evidence to support this Registry Instrument or Document.
 *The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:  

Omar Malcolm Ramsden
Branch Manager

for: ACT Strata Management Services
on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by	EB	Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	<i>EB</i>	Registration Date	9 AUG 2021

*Vol Siskind
Dumbert. I.
9/8/21*



The Owners of the Units Plan No 423 hereby request the Registrar of Titles to note that at the General Meeting of the Owners held in Canberra on the 2 July 2021 it was resolved by Special Resolution to make the following changes.

A true copy of that Special Resolution is as follows:

Article 13 – Special Privilege

That in accordance with Section 112 A of the Unit Titles (Management) Act 2011, the Owners Corporation grants the special privileges for more than three months on the terms contained in the Common Property Rights Rule annexed and Marked “A” which details in accordance with Section 112 A (3) Unit Titles (Management) Act 2011 the relevant terms of such privilege and the maintenance obligations with respect to the relevant part of the common property.


Carried by Special Resolution (no dissent noted)





Minutes of the General Meeting

Owners Corporation for Oxley Court Unit Plan No 423

Meeting Date	02 Jul 2021		
Meeting Location	Teleconference		
Time	10:30 AM	Opened: 11:00 AM	Closed: 11:21 AM
Lots Represented	4 6 9 11 12 17 18 21 29 30 35	Megal Pty Limited P Ruddock via Absentee Vote R Dupont R Spry A Losanno G Patulny B Harding B Harding R Spry E Stevenson R Spry	
By Proxy	3 8 10 27	A V Swamy IFO R Spry W & J Smits IFO Chairperson M Roberts IFO Chairperson W & J Smits IFO Chairperson	
Chairperson	Ms R Dupont		
Additional Attendees	Jacqueline Cavanagh – ACT Strata Management Services		
Apologies	Nil.		

Item 1
Chairperson
The Chairperson of the Executive Committee is Robert Spry, however due to the conflict of interest that would otherwise arise in relation to proposed motions 4, 5 & 6 the Chairperson has agreed not to be Chairperson of this meeting in accordance with Clause 3.13 (1) (b) of the Unit Titles (Management) Act 2011 and accordingly R Dupont was elected as Chairperson for the purposes of this meeting.

2



Motion 2				
Minutes of Meeting of 2020	Ordinary Resolution			
That the minutes of the AGM held 30 th September 2020 be adopted.				
Motion CARRIED.				
VOTES	Yes : 15	No: 0	Abs: 0	Inv: 0

Motion 3				
Further Lease Application	Ordinary Resolution			
That in accordance with Section 167A of the <i>Unit Titles Act 2001</i> the Owners Corporation is authorised to apply for the grant of further leases and to notify the registrar general in writing accompanied by evidence of the notice of the meeting and minutes of this resolution, where applicable, together with doing anything else necessary on behalf of an owner of a unit to ensure the grant of the further leases.				
Motion CARRIED.				
VOTES	Yes : 15	No: 0	Abs: 0	Inv: 0

Motion 4				
Adoption of Special Privilege Rule	Special Resolution			
That in accordance with Section 112A of the <i>Unit Titles (Management) Act 2011</i> , the Owners Corporation grants the special privileges for more than three months on the terms contained in the Common Property Rights Rule annexed and marked "A" which details in accordance with Section 112 A (3) <i>Unit Titles (Management) Act 2011</i> the relevant terms of such privilege and the maintenance obligations with respect to the relevant part of the common property.				
Motion CARRIED.				
VOTES	Yes : 15	No: 0	Abs: 0	Inv: 0



3



Motion 5				
Consolidated Rules	Special Resolution			
That in accordance with Section 108A of the Unit Titles (Management) Act 2011, the Owners Corporation agree to endorse the registration of the rules for Units Plan 423 within the next three months, with the following changes/additions, where required: -				
Changes/Additions				
Motion CARRIED.				
VOTES	Yes 15	No: 0	Abs: 0	Inv: 0

Motion 6				
Services Agreement	Special Resolution			
That in accordance with Section 60 (3) of the <i>Unit Titles (Management) Act 2001</i> the Owners Corporation is authorised to enter into the attached Caretaker and Letting Agreement with Robros Pty Limited and otherwise on the terms more particularly detailed in the agreement.				
Motion CARRIED.				
VOTES	Yes : 15	No: 0	Abs: 0	Inv: 0



4

MANAGEMENT AGREEMENT

Between Murlton Pty Ltd
Trading as A.C.T. Strata Management Services

and

The Owners Units Plan No. 423

This Agreement is made on the date in the Reference Schedule between the Owners Corporation described in the Reference Schedule and the Manager described in the Reference Schedule and is intended to set out the terms of the appointment by the Owners Corporation.

REFERENCE SCHEDULE

Date 26 September 2018

Owners Corporation: The Owners Units Plan No. 423

ABN: 16 303 785 132

Manager:

Murlton Pty Ltd

Trading as A.C.T. Strata Management Services

Agent's Licence Number: 1840 1358

ACN: 008 607 449 ABN: 44 008 607 449

Location: 5 Lyons Place, Lyons ACT

Postal: PO Box 3208, Weston ACT 2611

Telephone: (02) 6281 7000

Facsimile: (02) 6281 1011

Email: admin@actstrata.com.au

The Property: "Oxley Court" 9 Dawes Street, Griffith ACT

Term: 12 Months

Commencement Date: 1 September 2018

Expiry Date: 31 August 2019

Fee for services set out
in Schedule A: \$9,720 (GST Inclusive) per annum

The fee is to be paid: Monthly

Review Date for Fee: Annually At Owners Corporation AGM



1. APPOINTMENT AND DELEGATION

The Owners Corporation appoints the Manager as the Unit Title Manager for the Units Plan and delegates the functions under the Unit Titles (Management) Act 2011 (the Act), as agreed for the term and any successive term for the agreed fees. This appointment is in confirmation of an Ordinary Resolution made by the Owners Corporation.

2. TERM OF APPOINTMENT

Unless otherwise stated in the Reference Schedule, the appointment commences on the commencement date set out in the Reference Schedule and will remain in force, subject to Clause 12, until the expiry date set out in the Reference Schedule.

The agreement will automatically continue for successive terms, subject to the maximum period permitted under the Unit Titles (Management) Act 2011, i.e. a maximum of three years, before re-appointment or termination.

3. REVIEW OF FEES

The fees and hourly rate for services set out in attached Schedule A will be reviewed annually at the Owners Corporation AGM as part of the annual budget review. Schedule B charges will be reviewed as required.

4. AUTHORITY TO PAY

The Manager is authorised to disburse Owners Corporation funds for the purpose of:

- (a) carrying out the duties specified in Schedule A;
- (b) paying moneys in accordance with a budget approved by the Owners Corporation;
- (c) payment of insurance premiums;
- (d) payment of the cost of repairs and maintenance carried out on behalf of the Owners Corporation;
- (e) payment of all other day to day expenses incurred by the Owners Corporation;
- (f) payment of Manager's fees, disbursements and expenses.



5. OBLIGATIONS OF THE MANAGER

The Manager must:

- (a) perform the services set out in Schedule A for the fee set out in the Reference Schedule;
- (b) perform if requested by the Owners Corporation or the Executive Committee of the Owners Corporation or where the service is deemed by the Manager to be a matter of necessity the services set out in Schedule B for an additional fee;
- (c) comply with the Code of Conduct prescribed by regulation.

6. WARRANTIES BY THE MANAGER

The Manager warrants that the Manager holds public liability insurance as required by Section 57 of the Unit Titles (Management) Act 2011 and will continue to hold such insurance at all times during the continuance of this appointment.

7. WARRANTY BY THE OWNERS CORPORATION

The Owners Corporation warrants that it has resolved and has authority to enter into this agreement.

8. OBLIGATIONS OF THE OWNERS CORPORATION

The Owners Corporation must:

- (a) make the Manager aware of the defects in the Owners Corporation property and make prompt decisions in relation to any necessary repairs maintenance or other works;
- (b) ensure that the Owners Corporation has at all times raised sufficient funds to enable the Owners Corporation to carry out its duties and functions;
- (c) pay to the Manager the fees provided for in Schedule A and Schedule B and as reviewed pursuant to Clause 3;
- (d) reimburse the Manager for disbursements and expenses reasonably incurred by the Manager;
- (e) permit the Manager to retain fees paid by applicants for Unit Titles Certificates [Section 119 Unit Titles (Management) Act 2011] answers to requisitions and similar enquiries;
- (f) provide for adequate delegation of the functions and powers of the Owners Corporation to members of the Executive Committee who are also members of the Owners Corporation to enable the decisions of the Executive Committee and the Owners Corporation to be implemented between General Meetings.

9. REBATES, COMMISSIONS OR DISCOUNTS

9.1 The Owners Corporation acknowledges that the Manager will refer all insurances via MGA Insurance Brokers Pty Ltd unless otherwise directed by the Owners Corporation.

9.2 This arrangement does not oblige the Owners Corporation to utilise MGA Insurance Brokers Pty Ltd and the Owners Corporation are free to direct their chosen insurance through their nominated insurance broker or insurance agent.

6

- 9.3 The Agent may receive rebates, commissions or discounts from third party suppliers. All such rebates, commissions or discounts that are in place at the date of this Agreement are set out in 9.4 or as otherwise notified in writing to the Owners Corporation from time to time.
- 9.4 Supplier - MGA Insurance Brokers Pty Ltd
Amount of commission - 52.5% on commissions and brokerage earned by MGA Insurance Brokers Pty Ltd

10. RESPONSIBILITY FOR REPAIRS AND MAINTENANCE

- 10.1 The Owners Corporation is responsible under the Unit Titles (Management) Act 2011 for the repair and maintenance of the Owners Corporation Property. The Manager is not liable to the Owners Corporation or to any other party in respect of any defects in the Owners Corporation property, failure to comply with Building or other Regulations or town planning requirements or any need for repair or the existence of any danger or hazard unless:
- (a) it has been brought to the attention of the Manager and the Manager fails to take steps within a reasonable time to make the Owners Corporation aware of its need to make appropriate decisions in respect of and to raise funds for the necessary repairs maintenance or other works, or
 - (b) the Manager has been instructed to arrange for repairs and maintenance or other works and sufficient funds are available for them to be carried out but fails to make such arrangements within a reasonable time.
- 10.2 The Manager is not required to make themselves aware of any defects in the Owners Corporation Property, the failure of the Owners Corporation to comply with Building or other Regulations or town planning requirements or the existence of any danger or hazard.
- 10.3 In the case of an emergency, burst water pipes, blockages, fire, and the like, or failures, the Manager is authorised to take steps to rectify the problem.
- 10.4 The Manager is not required to perform any services other than those set out in Schedule A and Schedule B.

11. INDEMNITY TO THE MANAGER

The Owners Corporation will indemnify the Manager against all actions, claims, demands, losses, costs, damages and expenses (including without limitation, reasonable legal costs on a solicitor and own client basis) ("the loss") in relation to or arising from: death, bodily injury or damage to property suffered by any person or persons whatsoever including members and occupiers of the property or part thereof, except to the extent that the loss is caused or contributed to by the Manager's wilful act or negligence.

12. TERMINATION OR ENDING OF THE AGREEMENT

- 12.1 The agreement may be terminated or ended at any time with the mutual consent of the parties.
- 12.2 The agreement can be terminated by the Owners Corporation subject to an ordinary resolution being passed at a General Meeting of Owners and providing at least one (1) month's written notice to the Manager.
- 12.3 The agreement can be terminated by the Manager subject to providing the Owners Corporation with at least one (1) month's written notice.

13. MANAGER – ENDING APPOINTMENT

- 13.1 The Owners Corporation may end the Manager's appointment as Manager:
- (a) for a remedial breach if notice has been given under section 55 of the Act; or
 - (b) for misbehaviour; or
 - (c) if the Manager is a corporation – if the corporation becomes insolvent.

- 13.2 The Owners Corporation must end a person's appointment as Manager –
- (a) if the manager is absent, other than on approved leave for 14 consecutive days or for 28 days in any 12-month period; or
 - (b) for physical or mental incapacity, if the incapacity substantially affects the exercise of the Manager's function.

Note: A person's appointment also ends if the person resigns (see Legislation Act, 2010).

- 13.3 In this clause 13:

remedial breach means a remedial breach under section 55 of the Unit Titles (Management) Act 2011.



14 MANAGER – REMEDIAL BREACHES

14.1 A Manager commits a remedial breach if the Manager –

- (a) fails to exercise the Manager’s functions; or
- (b) contravenes the code of conduct; or
- (c) while exercising the Manager’s functions, is grossly negligent or engages in misconduct

14.2 If the Owners Corporation believes on reasonable grounds that a Manager has committed a remedial breach, the Corporation may give the Manager written notice stating -

- (a) that the Corporation believes the Manager has committed a remedial breach; and
- (b) details of the remedial breach committed, sufficient to allow the Manager to identify –
 - (i) the function the Manager failed to exercise; or
 - (ii) the provisions of the code of conduct the Corporation reasonably believes the Manager contravened; or
 - (iii) the gross negligence or misconduct; and
- (c) that the Manager must, within 14 days after the day the notice is given to the Manager –
 - (i) give the Corporation a written representation explaining why the Manager’s actions do not amount to a remedial breach; or
 - (ii) remedy the breach; and
- (d) that the Owners Corporation may end the Manager’s appointment if–
 - (i) the Manager does not comply with the notice; or
 - (ii) if the Manager gives a written representation explaining why the Manager’s actions do not amount to a remedial breach – the Corporation does not accept the Manager’s representation.

15. OBLIGATIONS FOLLOWING NOTICE OF TERMINATION

Following the notice of termination:

The Owners Corporation will remunerate the Manager;

- (a) pro-rata for services performed under Schedule A up to the end of the appointment.
- (b) for any outstanding disbursement fees or fees relating to work carried out under Schedule B.

The Owners Corporation will on demand by the Manager supply money to repay any loans provided by the Manager, or to make good any overdrawn bank accounts in care of the Manager and to pay any moneys due or which will become due to any third party where the Manager holds a responsibility whether directly or indirectly for payment.

The Manager will make available for collection by a person or company authorised in writing by the Owners Corporation all records and property of the Owners Corporation, including a statement of income and expenditure up to the end of the appointment.

16. CONTRACTS

The Owners Corporation acknowledges that the Owners Corporation will be nominated as the principal in respect of any contracts or agreements entered into.

17. GST

The fees and disbursement fees are inclusive of GST at a rate of 10%; and will increase or decrease appropriately if the rate of GST changes. GST exclusive fees and disbursements payable to the Manager shall remain unchanged.

18. ENTIRE AGREEMENT

This document embodies the entire agreement between the parties and any previous or simultaneous negotiations, representations and agreements are superseded by this Agreement.

19. SEVERANCE

In the event that any condition or provision of this agreement is held to be invalid or unenforceable for any reason whatsoever that condition or provision shall be read down to the extent necessary to give it, if possible, partial operation. If that is not possible the condition or provision may be severed and the remainder of this agreement shall remain in full effect.

20. GOVERNING LAW

This Agreement is governed by the laws of the Australian Capital Territory.



SIGNATURES

Owners Corporation

The common seal of the Owners Corporation was affixed by authority in the presence of

Signature

Name (please print)

[Handwritten Signature]
Rosemary Dupont

OWNER EC member
Authorised position

EC member # 9

Agent

Executed by Murlton Pty Ltd
(Trading as A.C.T. Strata Management Services) in accordance with Section 127 of the Corporations Act 2001

Signature of Managing Director

~~CRAIG GREGORY BOWDITCH~~

[Handwritten Signature]
26/9/18. Manager



Signature

Name (please print)

[Handwritten Signature]
[Handwritten Name]

OWNER EC member
Authorised position

EC member # 30



**THE AGENTS ACT 2003
(Section 100)**

1. A copy of the Agreement signed by the Manager is to be given to the Owners Corporation within 48 hours after the Agreement was signed by the Owners Corporation.
2. A Court in which a proceeding is taken by the Manager to recover commission or expenses from the Owners Corporation may order that the commission or expenses be completely or partly recovered even though the Manager has failed to comply with 1.
3. However, the Court may make the order only if satisfied that:
 - (a) the Manager's failure to give a copy of the Agreement to the Owners Corporation within 48 hours was either inadvertent or caused by something beyond the Manager's control; and
 - (b) the commission or expenses to be recovered if the order is made are fair and reasonable; and
 - (c) failure to make the order would be just.

9

SCHEDULE A – DUTIES COVERED BY ANNUAL MANAGEMENT FEE

ACCOUNTING

1. Establish and operate a bank account in the name of the Owners Corporation;
2. Keep books of account covering all income and expenditure and assets and liabilities of the Owners Corporation;
3. Prepare annual financial statements of all income and expenditure and assets and liabilities of the Owners Corporation (the annual accounts);
4. Distribute levy notices to owners as struck by the Owners Corporation;
5. Initiate all debt recovery for owners who have levies outstanding for more than 21 days with costs to be met by Owners Corporation and recovered from the relevant unit owner;
6. Receive levies and bank these into the Owners Corporation bank account;
7. Pay invoices and insurance premiums on behalf of the Owners Corporation (provided funds are held by the Owners Corporation);
8. Reconciliation of the Owners Corporation bank account.
9. Where applicable carry out GST related activities (e.g. BAS preparation and lodgement).
10. Arrange annual taxation return.

INSURANCE

1. Arrange insurance cover in accordance with Owners Corporation decisions;
2. Prepare and lodge routine insurance claims with insurers/brokers (max. 30 minutes).

DOCUMENTATION

1. Maintain roll of owners names and addresses;
2. Issue all Owners Corporation certificates and answer reasonable enquiries at the cost of the applicant/enquirer;
3. Deal with routine inwards and outward correspondence;
4. Maintain and supervise the use of the common seal;
5. Maintain the records of the Owners Corporation including minutes and postal ballots.

ANNUAL GENERAL MEETING

1. Attend Annual General Meetings held during meeting hours at the Manager's office or at another place agreed between the Owners Corporation and the Manager;
2. Convene, attend, submit a budget and financial statement to and record minutes of the Annual General Meeting;
3. Meetings exceeding ninety (90) minutes duration will be charged at the hourly rate of \$176/hour;
4. Annual General Meetings held outside of regular meeting hours will be charged at the hourly rate of \$176/hour.

MAINTENANCE

Arrange for routine and minor repairs and maintenance of Owners Corporation property (max 60 minutes per incident).

Unless otherwise directed by the Owners Corporation the Manager will utilise their preferred contractors.

ADVICE

Provide general advice to the Owners Corporation as to meeting procedures and the Regulations as may otherwise be required for the Owners Corporation to carry out and perform its duties and functions under the Act and the Regulations (max 60 minutes per item/matter).

GENERAL

Generally implement the decisions of the Owners Corporation with respect to its duties and functions under the Unit Titles (Management) Act 2011 and the Regulations.

Note 1: Regular meeting hours defined as meetings held during Monday to Thursday and concluded by 6.30 pm.

Note 2: Hourly charges are charged in ¼ hour increments

Note 3: All charges are GST inclusive.



SCHEDULE B – ADDITIONAL DUTIES CARRIED OUT BY MANAGER AND ASSOCIATED CHARGES

Executive Committee Meetings

1. Prepare and distribute notices of executive committee meetings.
2. Attend executive committee meetings held during regular meeting hours.
3. Attend executive committee meetings held outside regular meeting hours. *
4. Prepare and distribute minutes of meetings.

Charge \$121/hour. Minimum Charge \$121 + postage costs as set out below.

* Meetings held outside of regular meeting hours will attract a charge of \$176/hour.

General Meetings

1. Prepare and distribute notices of General Meetings.
2. Attend General Meetings held during regular meeting hours.
3. Attend General Meetings held outside regular meeting hours. *
4. Prepare and distribute minutes of General Meetings.

Charge \$121/hour. Minimum Charge \$121 + postage costs as set out below.

* Meetings held outside of regular meeting hours will attract a charge of \$176/hour.

Note: General Meetings requested by individuals (for example to consider structural alterations/additions) will have costs recovered from the individual owner/s concerned.

Property Inspections and Reports

1. Arrange building inspections and reports when requested by the Owners Corporation.

Charge \$121/hour. Minimum Charge \$121.

Repairs and Maintenance

1. Arrange for appropriately qualified contractors to undertake repairs/maintenance to the common property and/or specified owners corporation property that require either an on site visit from the manager or significant time (in excess of 60 minutes per incident) to organise.

Charge \$121/hour. Minimum Charge \$121. Maximum charge \$606 (unless otherwise negotiated).

2. Following direction from Owners Corporation, obtain quotations for repair, maintenance and replacement of common property or specified personal property vested in the owners corporation.

Charge \$121/hour. Minimum Charge \$121. Maximum charge \$606 (unless otherwise negotiated).

Insurance

1. Prepare and lodge non-routine insurance claims (i.e. in excess of 30 minutes to lodge).
2. Arrange a valuation for the cost of reinstatement and replacement of the building/s.
3. Claims administration and other activities involved in minimisation of loss, liaison with loss adjustors and other related activities.
4. Administration work involved with insurance brokers/agents other than MGA.

Charge \$121/hour. Minimum Charge \$121.

Accounting

1. Additional financial reports or reports prepared to specific requirements.

Charge \$121/hour. Minimum Charge \$121.

Postal

1. For any posting of items that is required (other than for items on Schedule A) to be charged at the rate of \$2.50 per item.

Postal items will be sent as requested by the Owners Corporation or on an "as needs basis".

General

1. Represent the Owners Corporation in tribunal or court proceedings.
2. Preparation of Infringement Notices.
3. Preparation and lodgement of applications for mediation, adjudication, tribunal orders, briefing lawyers and/or relevant attendances.
4. Lodging of alteration/additions to Rules of the Owners Corporation.
5. Providing advice to the Owners Corporation in excess of 60 mins.
6. Preparation of non-routine correspondence.
7. Processing pet applications. (Costs to be borne by individual owner making application)
8. Any other service as negotiated between the Owners Corporation and the Manager.

Charge \$121/hour. Minimum Charge \$121.

Note 1: Regular meeting hours defined as meetings held during Monday to Thursday and concluded by 6.30 pm.

Note 2: Hourly charges are charged in ¼ hour increments.

Note 3: All charges are GST inclusive.





Chief Minister



3095916
SPECIAL RESOLUTION
BY OWNERS CORPORATION

Land Titles Act 1925

SR

LODGING PARTY DETAILS

Name	Email Address	Contact Telephone Number
ACT Strata Management Services	admin@actstrata.com.au	02 5131 2600

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1031:37	GRIFFITH	20	20	423

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

Article 13-Consolidated Rules

SUPPORTING DOCUMENTATION

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

- Sealed copy of Minutes of Meeting
- Sealed copy of Resolution/Motion
- Other (specify) – Management Agreement

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)

The common seal of the Owners Units Plan: 423, ABN 16 303 785 132, was affixed in the presence of an authorised person.



CERTIFICATION *Delete the inapplicable

Applicant

*The Certifier has retained the evidence to support this Registry Instrument or Document.

*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

Omar Malcolm Ramsden
Branch Manager

Jacqueline Cavanagh

for: ACT Strata Management Services
on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by	EB	Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	LO	Registration Date	- 9 AUG 2021

Vali Siskhad
Cak i Bunt do/21



The Owners of the Units Plan No 423 hereby request the Registrar of Titles to note that at the General Meeting of the Owners held in Canberra on the 2 July 2021 it was resolved by Special Resolution to make the following changes.

A true copy of that Special Resolution is as follows:

Article 13 – Consolidated Rules

That in accordance with Section 108A of the Unit Titles (Management) Act 2011, the Owners Corporation agree to endorse the registration of the rules for Units Plan No. 423 within the next three months.


Carried by Special Resolution (no dissent noted)





Minutes of the General Meeting

Owners Corporation for Oxley Court Unit Plan No 423

Meeting Date	02 Jul 2021		
Meeting Location	Teleconference		
Time	10:30 AM	Opened: 11:00 AM	Closed: 11:21 AM
Lots Represented	4	Megal Pty Limited	
	6	P Ruddock via Absentee Vote	
	9	R Dupont	
	11	R Spry	
	12	A Losanno	
	17	G Patulny	
	18	B Harding	
	21	B Harding	
	29	R Spry	
	30	E Stevenson	
	35	R Spry	
By Proxy	3	A V Swamy IFO R Spry	
	8	W & J Smits IFO Chairperson	
	10	M Roberts IFO Chairperson	
	27	W & J Smits IFO Chairperson	
Chairperson	Ms R Dupont		
Additional Attendees	Jacqueline Cavanagh – ACT Strata Management Services		
Apologies	Nil.		

Item 1
Chairperson
<p>The Chairperson of the Executive Committee is Robert Spry, however due to the conflict of interest that would otherwise arise in relation to proposed motions 4, 5 & 6 the Chairperson has agreed not to be Chairperson of this meeting in accordance with Clause 3.13 (1) (b) of the Unit Titles (Management) Act 2011 and accordingly R Dupont was elected as Chairperson for the purposes of this meeting.</p>

2



Motion 2				
Minutes of Meeting of 2020	Ordinary Resolution			
That the minutes of the AGM held 30 th September 2020 be adopted.				
Motion CARRIED.				
VOTES	Yes : 15	No: 0	Abs: 0	Inv: 0

Motion 3				
Further Lease Application	Ordinary Resolution			
That in accordance with Section 167A of the <i>Unit Titles Act 2001</i> the Owners Corporation is authorised to apply for the grant of further leases and to notify the registrar general in writing accompanied by evidence of the notice of the meeting and minutes of this resolution, where applicable, together with doing anything else necessary on behalf of an owner of a unit to ensure the grant of the further leases.				
Motion CARRIED.				
VOTES	Yes : 15	No: 0	Abs: 0	Inv: 0

Motion 4				
Adoption of Special Privilege Rule	Special Resolution			
That in accordance with Section 112A of the <i>Unit Titles (Management) Act 2011</i> , the Owners Corporation grants the special privileges for more than three months on the terms contained in the Common Property Rights Rule annexed and marked "A" which details in accordance with Section 112 A (3) <i>Unit Titles (Management) Act 2011</i> the relevant terms of such privilege and the maintenance obligations with respect to the relevant part of the common property.				
Motion CARRIED.				
VOTES	Yes : 15	No: 0	Abs: 0	Inv: 0





Motion 5				
Consolidated Rules	Special Resolution			
That in accordance with Section 108A of the Unit Titles (Management) Act 2011, the Owners Corporation agree to endorse the registration of the rules for Units Plan 423 within the next three months, with the following changes/additions, where required; -				
Changes/Additions				
Motion CARRIED.				
VOTES	Yes: 15	No: 0	Abs: 0	Inv: 0

Motion 6				
Services Agreement	Special Resolution			
That in accordance with Section 60 (3) of the <i>Unit Titles (Management) Act 2001</i> the Owners Corporation is authorised to enter into the attached Caretaker and Letting Agreement with Robros Pty Limited and otherwise on the terms more particularly detailed in the agreement.				
Motion CARRIED.				
VOTES	Yes: 15	No: 0	Abs: 0	Inv: 0



Units Plan 423

Consolidated Owners Corporation Rules including Special Privileges Residential Apartments



Proctor Legal
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SECTION ONE – EXISTING RULES

1. EXISTING AND CONSOLIDATED DEFAULT RULES AND BUILDING DESCRIPTION

1.1 Definitions—default rules

- (1) In these rules:
owner, occupier or user, of a unit, includes an invitee or licensee of an owner, occupier or user of a unit.
- (2) A word or expression in these rules has the same meaning as in the *Unit Titles (Management) Act 2011* (the Management Act)

1.2 Payment of rates and taxes by unit owners

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

1.3 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.

1.4 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 special resolution; 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.

NOTE: 1.4(1) (a) is as altered by special resolution registered on 16 November 2005 by Dealing Number 1445480.

1.5 Pets in units

- (1) A unit owner or occupier (the *pet owner*) may keep an animal, or permit an animal to be kept, within the unit if—
 - (a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and
 - (b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and
 - (c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
 - (d) the pet owner cleans any area of the units plan that is soiled by the animal; and
 - (e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
- (2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

1.6 Assistance animals

The owners' corporation may require a person who keeps an assistance animal to produce evidence that the animal is an assistance animal.



1.7 Use of common property

A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit, other than in accordance with a special privilege rule.

1.8 Hazardous use of unit

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

1.9 Use of unit—nuisance or annoyance

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

1.10 Noise

- (1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to the making of a noise if the executive committee has given the person responsible for making the noise written permission to do so.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners' corporation.

1.11 Illegal use of unit

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

1.12 What may an executive committee representative do?

- (1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
 - (a) if the committee has reasonable grounds for suspecting that there is a breach of the Management Act or these rules in relation to a unit—inspect the unit to investigate the breach;
 - (b) carry out any maintenance required under the Management Act or these rules;
 - (c) do anything else the owners' corporation is required to do under the Management Act or these rules.
- (2) An executive committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in subrule (1).
- (3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—
 - (a) the executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of their intention to do the thing; or
 - (b) in an emergency, it is essential that it be done without notice.
- (4) The executive committee may give a written authority to a person to represent the corporation under this rule.

executive committee representative means a person authorised, in writing, by the executive committee under rule 1.12 (4).



1.13 Additional historic default article/rule pursuant to Dealing 686608 – Management Rights

The Owners Corporation on the 10 October 1989 amended its then default articles to include the following additional article; "The Corporation in consideration of the Proprietor of Unit 11 providing facilities whereby members may have their Unit managed as serviced apartment granted to the Proprietor of Unit 11 or its nominee the exclusive right of being Manager of any Units at Oxley Court let as serviced apartments, provided always that the Corporation shall not be responsible for any expenses that should arise from such use or from any agreements made by members and the Manager.

1.14 Additional historic default article/rule pursuant to Dealing 1857006 – Insurance Excess

The Owners Corporation on the 4 October 2012 amended its then default articles to include the following additional article; "That any excess payable on an Owners Corporation insurance claim is the responsibility of the relevant owner of the unit to which the claim is related. If the insurable claim is due to the failing of the Owner's Corporation's common property, then the excess is the responsibility of the Owners Corporation.

2. BUILDING AND APPROVALS

2.1 Building subject of a Units Plan

The Building to which these rules applies:

- (a) is a three-storey brick building which contains 36 single level units;
- (b) is the subject of a Class A Units Plan registered under the Development Act;
- (c) is subject to the provisions of the Management Act; and
- (d) is subject to the default rules as amended in accordance with 1.1 – 1.14 of these consolidated rules, and subject to these Alternate Rules to the extent that they amend Default Rules 1.4, 1.5 and 1.6 and to the balance of the Alternate Rules



2.2 Approval of the Owners Corporation

Where a rule requires the approval of the Owners' Corporation to a particular activity, unless stated otherwise in the rule the approval may be given by either:

- (a) the Owners Corporation in general meeting; or
- (b) unless the activity is a Restricted Matter, the Executive Committee at a duly convened meeting of the Executive Committee.

Evidence of resolutions of an Owners' Corporation may be given by a certificate issued by the Executive Committee.

SECTION 2 - RIGHTS AND CONDUCT OF THE OWNERS CORPORATION

3. RULES

3.1 Power of the Owners' Corporation to make Rules

The Owners' Corporation may make and register Rules relating to matters associated with

- (a) the use and management of the Building;
- (b) the security and control of the Building;
- (c) the manner of treating windows and doors of Units;
- (d) the type of bars, screens (whether security screens or insect screens), grilles, locks or other safety devices on the interior or exterior of external windows and doors in Units;
- (e) the external appearance of Units;
- (f) the appearance of the Building; and
- (g) any other matter determined by the Owners Corporation.



3.2 Amending or replacing Rules

- (a) The Owners' Corporation may amend or replace a Rule by seeking the relevant special resolution and registering the amendment.
- (b) The Owners' Corporation must display a new or amended Rule on the strata management website for the Building for at least 7 days or send a copy to each Owner.
- (c) Owners must send a copy of a new Rule to the Occupier of their Unit within 7 days of receiving a copy from the Owners Corporation.

3.3 Owners and Occupiers bound

Owners and Occupiers are bound by registered Rules and must comply with them at all times.

4. REMEDY AGAINST OWNER

4.1 Rights of the Owners Corporation

- (a) At its election, the Owners' Corporation may perform an obligation which an Owner has failed to perform.
- (b) In carrying out its Functions in this rule, the Owners Corporation may:
 - (i) enter and remain on the Unit for as long as it is necessary;
 - (ii) carry out the act or thing; and
 - (iii) recover appropriate costs from the Owner of the Unit.
- (c) The Owners' Corporation may recover monies owing to it under this rule as a debt in any competent court of jurisdiction.
- (d) During the period an amount payable under this rule remains unpaid by the Owner, interest on that unpaid amount is payable to the Owners Corporation by the Owner, such interest to be payable on

demand and calculated on daily balances at the same rate as interest on unpaid levies under the Management Act.

- (e) The Owners Corporation may, through the Executive Committee and in accordance with the Management Act, issue a rule infringement notice requiring a person to remedy the infringement and pursuant to Section 110 of the Management Act it is an offence to not comply with the notice.



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SECTION 3 - RIGHTS AND CONDUCT OF OWNERS

5. APPLICATIONS, COMPLAINTS AND REPORTING

5.1 Obligations of Owners

An application or complaint or reporting of an activity to the Owners' Corporation, unless stated otherwise in a rule must be made or reported in writing to:

- (a) the Managing Agent, if one has been appointed; or
- (b) to a member of the Executive Committee.



6. ELECTRONIC NOTICES

6.1 Obligations of Owners

An Owner shall;

- (a) provide the Owners' Corporation with an email address to contact the relevant Unit Owner; or
- (b) provide the Owners' Corporation with written notice that they do not have an email address and provide a postal address for service of notices from the Owners' Corporation, the Managing Agent and the Executive Committee.

On receipt of an email address from an Owner (as updated from time to time) the Owner agrees to accept service of notices from the Owners' Corporation, the Managing Agent and the Executive Committee.

A notice sent by email will be deemed to be received by the Owner at the time it was sent and if not sent before 5.00pm on a business day, on the next business day.

7. COMPENSATION TO OWNERS' CORPORATION

7.1 Damage

Owners:

- (a) must compensate the Owners' Corporation for any damage to Common Property or any property vested in the Owners' Corporation caused by them or their Invitees; and
- (b) must reimburse the Owners' Corporation for any costs incurred by the Owners Corporation as a result of any act or omission of the Owner or the Owner's Invitees.

7.2 Costs

Costs incurred by the Owners' Corporation under this rule (including legal costs and disbursements on an indemnity basis) may be recovered as a debt due and owing to the Owners' Corporation, together with interest, such interest being payable on demand and calculated on daily balances at the same rate as interest on unpaid levies under the Management Act.

8. INSURANCE PREMIUMS

8.1 Obligations of Owners

- (a) Unless there is prior written consent of the Owners' Corporation, Owners may not do or permit anything which may invalidate, suspend or increase the premium for an insurance policy effected by the Owners Corporation.
- (b) Owners must immediately notify the Owners' Corporation of any activity carried out, intended to be carried out or permitted to be carried out on their Unit which may increase the premiums for the insurances held by the Owners Corporation.
- (c) Owners must provide all reasonable information promptly following a request by the Managing Agent or the Executive Committee, as required by the Owners' Corporations insurers in relation to the Unit and its Occupiers.

8.2 Owner liable

- (a) Consent under rule 8.1(a) allows the Owners' Corporation to require an Owner to reimburse the Owners' Corporation for the higher premiums or any excess.
- (b) Owners must pay the amount by which an insurance premium may increase as a result of an activity being carried out on that Owner's Unit. The increased amount must be paid from time to time on demand from the Owners' Corporation. A letter from the broker for the Owners' Corporation is, in the absence of manifest error, conclusive evidence of the increased amount.



SECTION 4 – COMMON PROPERTY RIGHTS RULES

9. ABOUT THE RULES IN THIS SECTION

9.1 What Common Property Rights Rules do

- (a) A Common Property Rights Rule confers on the Owner of the Unit the subject of the rule:
 - (i) a right of exclusive use and enjoyment of the whole or a specified part of the Common Property; or
 - (ii) special privileges in respect of the whole or a specified part of the Common Property.
- (b) An Owner with the benefit of a Common Property Rights Rule may allow the Occupier of their Unit to exercise the rights of the Owner under the rule. The Owner remains responsible to the Owners Corporation to comply with the rule.
- (c) A Common Property Rights Rule, so far as it relates to a Unit, may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the consent of the Owner of the Unit.
- (d) The approval of the Owner with the benefit of a Common Property Rights Rule must be obtained to the creation of an Easement which affects or relates to the Common Property the subject of the rule. Approval must not be unreasonably withheld if the proposed Easement does not impact adversely on the rights of the Owner under the rule or the Owner's use of the Common Property the subject of the rule.

9.2 Inconsistency with other rules

If there is inconsistency between a Common Property Rights Rule and any other rule, the Common Property Rights Rule prevails to the extent of the inconsistency.

10. EXCLUSIVE USE AND SPECIAL PRIVILEGES

10.1 Common Property Rights Table

- (a) Section 5 contains the Common Property Rights Table which:
 - (i) describes the exclusive use rights and special privileges;
 - (ii) identifies those Units for which the Owner has an exclusive use right or special privilege;
 - (iii) identifies the party with the maintenance and repair responsibility in respect of those rights and privileges.
- (b) Reference to a "column" is a reference to a column in the Common Property Rights Table.



10.2 Exclusive use and special privilege

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

10.3 Maintenance and repair

- (a) The party identified in column 4 is responsible for the proper maintenance of and keeping in a state of good and serviceable repair, Common Property the subject of the exclusive right or special privilege.
- (b) Where the Owners' Corporation has the maintenance and repair responsibility:
 - (i) in accordance with its right to do so under section 30 and section 78 (2) (b) of the Management Act, the Owners' Corporation may charge a fee to each Benefited Unit Owner who has the exclusive use right or special privilege in the manner provided by this Section;
 - (ii) if there is more than one Benefited Unit, each Benefited Unit Owner must pay that fee according to the proportion the unit entitlement of its Unit bears to the aggregate unit entitlement of all Units having the exclusive use or special privilege; and
 - (iii) the Owners' Corporation must determine and recover the monies in the manner provided by this rule and the Management Act.
- (c) Unless specified otherwise, the Owners' Corporation is responsible for the structural maintenance and repair of Common Property the subject of the exclusive use or special privilege.
- (d) Unless specified otherwise, a Benefited Unit Owner who has carried out Works is responsible for the proper maintenance of and keeping in a state of good and serviceable repair, those Works.

10.4 Other obligations

- (a) A Benefited Unit Owner with the responsibility for the maintenance and repair of an item of Common Property must:
 - (i) regularly clean the item;
 - (ii) keep it in a state of good and serviceable repair;
 - (iii) replace it when it is appropriate to do so, either from a practical, aesthetic or safety perspective;
 - (iv) where it would be usual or good practice to do so, have in place a maintenance contract for the item;
 - (v) where it would be usual or good practice to do so, or the requirement of a Law or an Authority to do so, cause to have prepared the required certificates for the item;
 - (vi) insure the item;
 - (vii) pay all electricity costs (where relevant) and water meter costs (where relevant) in connection with the item; and
 - (viii) comply with the requirements of, and notices issued pursuant to or by, all Laws and Authorities in connection with the item.
- (b) Except as permitted by this rule, nothing in this Section gives a Benefited Unit Owner the right to make alterations, additions or changes to Common Property.

10.5 Rights

A Benefited Unit Owner has the following additional special privileges:

- (a) to renew or replace items with a view to update and improve the existing item.



- (b) to access all relevant parts of Common Property for such time as may be necessary for the purposes of carrying out a Function in these rules; and
- (c) to penetrate all relevant parts of Common Property for the purposes of carrying out a Function in this Section.

10.6 Consent of the Owners Corporation

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

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

11. SIGNS

11.1 Information to Owners Corporation

Prior to installing a Sign, a Benefited Unit Owner must give the Owners Corporation the following information:

- (a) a detailed description of it; and
- (b) plans and specifications of it and its location on and impact on Common Property.

11.2 Conditions

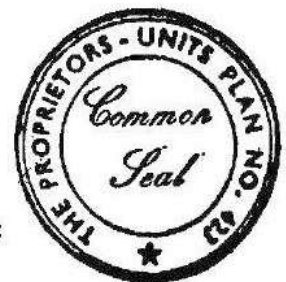
Signs must not be installed:

- (a) on any part of the Common Property usually used by Owners; and
- (b) on any part of the Common Property where it may be dangerous or likely to cause a nuisance or hazard to Owners.

11.3 Obligations of Benefited Unit Owners

When installing any Sign, Benefited Unit Owners must:

- (a) ensure the location, material and content of the sign meets the design criteria stipulated in the O/C Signage Policy;
- (b) ensure the work is carried out in a competent and proper manner;
- (c) use only qualified and, where appropriate, licensed tradesmen;
- (d) ensure the work is carried out without undue delay;
- (e) ensure no materials, tools, rubbish or debris are left lying on Common Property;
- (f) cause as little disturbance as is practicable to other Owners;
- (g) ensure any damage caused to any part of the Common Property by carrying out the work is repaired; and
- (h) ensure any damage to the property of another Owner by carrying out the work is repaired.



12. STORAGE AREAS

12.1 Information to Owners' Corporation

Prior to installing any shelving or storage facilities, the Benefited Unit Owner must give the Owners Corporation the following information:

- (a) a detailed description of it; and
- (b) plans and specifications of it and its location on and impact on Common Property

12.2 Conditions

Other than as approved under this rule, Storage Areas must not be installed:

- (a) on any part of the Common Property usually used by Owners; and
- (b) on any part of the Common Property where it may be dangerous or likely to cause a nuisance or hazard to Owners.

12.3 Obligations of Benefited Unit Owners

When installing any item of Storage Areas, Benefited Unit Owners must:

- (a) ensure the work is carried out in a competent and proper manner;
- (b) use only qualified and, where appropriate, licensed tradesmen;
- (c) ensure the work is carried out without undue delay;
- (d) ensure no materials, tools, rubbish or debris are left lying on Common Property;
- (e) cause as little disturbance as is practicable to other Owners;
- (f) ensure any damage caused to any part of the Common Property by carrying out the work is repaired; and
- (g) ensure any damage to the property of another Owner by carrying out the work is repaired.



13. TABLE AND CHAIRS EATING AREA

13.1 Information to Owners Corporation

Prior to erecting any table/outdoor area facilities, the Benefited Unit Owner must give the Owners Corporation the following information:

- (a) a detailed description of it; and
- (b) plans and specifications of it and its location on and impact on Common Property

13.2 Conditions

Other than as approved under this rule, an Owner must not erect tables or chairs:

- (a) on any part of the Common Property usually used by Owners; and
- (b) on any part of the Common Property where it may be dangerous or likely to cause a nuisance or hazard to Owners.

13.3 Obligations of Benefited Unit Owners

When any tables or chairs are located within the specified area, Benefited Unit Owners must:

- (a) remove such tables and chairs when appropriate due to inclement weather or other health and safety concerns arising; and
- (b) ensure the area is kept clean and tidy with no rubbish or debris are left lying on Common Property;

14. KEY SAFE

14.1 Information to Owners' Corporation

Prior to installing a key safe, the Benefited Unit Owner must give the Owners Corporation plans and specifications of the key safe and its location on and impact on Common Property.

14.2 Conditions

A key safe must not be installed:

- (a) on any part of the Common Property usually used by Owners; and
- (b) on any part of the Common Property where it may be dangerous or likely to cause a nuisance or hazard to Owners.

15. VENDING MACHINES

15.1 Information to Owners Corporation

Prior to installing vending machines, the Benefited Unit Owner must give the Owners' Corporation plans and specifications of the vending machine and its location on and impact on Common Property.

15.2 Conditions

Any vending machine must not be installed:

- (a) on any part of the Common Property usually used by Owners; and
- (b) on any part of the Common Property where it may be dangerous or likely to cause a nuisance or hazard to Owners.

15.3 Obligations of Benefited Unit Owners

When installing any vending machine or other external fitting or fixture, Benefited Unit Owners must:

- (a) ensure the work is carried out in a competent and proper manner;
- (b) use only qualified and, where appropriate, licensed tradesmen;
- (c) ensure the work is carried out without undue delay;
- (d) ensure no materials, tools, rubbish or debris are left lying on Common Property;
- (e) cause as little disturbance as is practicable to other Owners;
- (f) ensure any damage caused to any part of the Common Property by carrying out the work is repaired; and



- (g) ensure any damage to the property of another Owner by carrying out the work is repaired.

16. WI FI/TELECOMMUNICATIONS/SERVICES APPARATUS

16.1 Information to Owners Corporation

Prior to installing any wi-fi/satellite dish/telecommunications and associated service apparatus, the Benefited Unit Owner must give the Owners Corporation the following information:

- (a) a detailed description of it; and
- (b) plans and specifications of it and its location on and impact on Common Property



16.2 Conditions

Other than as approved under this rule, such items must not be installed:

- (a) on any part of the Common Property usually used by Owners; and
- (b) on any part of the Common Property where it may be dangerous or likely to cause a nuisance or hazard to Owners.

16.3 Obligations of Benefited Unit Owners

When installing any wi fi/satellite dish/telecommunications and associated service apparatus Benefited Unit Owners must:

- (a) ensure the work is carried out in a competent and proper manner;
- (b) use only qualified and, where appropriate, licensed tradesmen;
- (c) ensure the work is carried out without undue delay;
- (d) ensure no materials, tools, rubbish or debris are left lying on Common Property;
- (e) cause as little disturbance as is practicable to other Owners;
- (f) ensure any damage caused to any part of the Common Property by carrying out the work is repaired; and
- (g) ensure any damage to the property of another Owner by carrying out the work is repaired.

17. GENERAL OBLIGATION OF OWNERS CORPORATION

17.1 Consent

By the registration of these rules, the Owners Corporation is regarded as having consented to each and every application, plan and report required by an Owner with the benefit of a rule in the Common Property Rights Rule Table to enable that Owner to exercise its Functions in that rule.

17.2 Endorsement of Consent

Within 14 days of a request from an Owner with the benefit of a rule in the Common Property Rights Rule Table to do so, the Owners Corporation must endorse its consent on every application, plan and report to enable that Owner to exercise its Functions in that rule.

SECTION 5 – COMMON PROPERTY RIGHTS TABLE

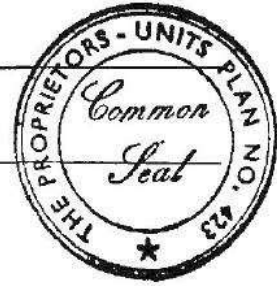
Column 1	Column 2	Column 3	Column 4
No.	Exclusive use or special privilege	Benefited Unit	Party responsible for maintenance and repair
1.	<p>Special privilege:</p> <ul style="list-style-type: none"> • to fix a Sign or Signs to that part of the Common Property adjacent to or near the Benefited Unit; • to fix a Sign or Signs on the corner of Dawes and Oxley Street; and • to apply for and obtain all relevant approvals and certifications to enable it to erect its Signs, <p>subject to the conditions in rule 11.</p> <p>Exclusive use of:</p> <ul style="list-style-type: none"> • each Sign (to the extent it comprises Common Property); • those parts of the Common Property to which each Sign is attached, <p>subject to the conditions in rule 11.</p>	11	Benefited Unit Owner
2.	<p>Special privilege to install Storage Areas in the Common Property to provide Services to and from its Unit, subject to the conditions in rule 12.</p> <p>Exclusive use of:</p> <ul style="list-style-type: none"> • each Storage Area it has installed (to the extent it comprises Common Property); • those parts of the Common Property where storage areas are installed including in the cupboard underneath the stairs in each stairwell, the maintenance shed and the cleaning and storage room, <p>subject to the conditions in rule 12.</p>	11	Benefited Unit Owner
3.	<p>Special privilege:</p> <ul style="list-style-type: none"> • to install and use a Key Safe in the Common Property, <p>subject to the conditions in rule 14.</p> <p>Exclusive use of:</p> <ul style="list-style-type: none"> • the Key Safe it has installed (to the extent it comprises Common Property); <p>subject to the conditions in rule 14.</p>	11	Benefited Unit Owner



Column 1	Column 2	Column 3	Column 4
No.	Exclusive use or special privilege	Benefited Unit	Party responsible for maintenance and repair
4.	<p>Special privilege:</p> <ul style="list-style-type: none"> to install in or attach to the Common Property wi-fi/satellite dish/telecommunications and associated Services Apparatus, <p>subject to the conditions in rule 16.</p> <p>Exclusive use of:</p> <ul style="list-style-type: none"> the wi-fi/satellite dish/telecommunications and associated Services Apparatus it has installed (to the extent it comprises Common Property); and those parts of the Common Property to which the wi-fi/satellite dish/telecommunications and associated Services Apparatus has been installed, <p>subject to the conditions in rule 16.</p>	11	Benefited Unit Owner
5.	<p>Special privilege:</p> <ul style="list-style-type: none"> to install in or attach to the Common Property tables and chairs, <p>subject to the conditions in rule 13.</p> <p>Exclusive use of:</p> <ul style="list-style-type: none"> the tables and chairs it has erected (to the extent it comprises Common Property); and those parts of the Common Property to which tables and chairs has been erected, <p>subject to the conditions in rule 13.</p>	11	Benefited Unit Owner
6.	<p>Special privilege:</p> <ul style="list-style-type: none"> to install in or attach to the Common Property vending machines, <p>subject to the conditions in rule 15.</p>	11	Benefited Unit Owner



SECTION 6 - DICTIONARY AND INTERPRETATION



18. DICTIONARY

18.1 Meaning of terms

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

Animated Sign includes mechanical moving signs, moving "LED" signs, video/television screens, projected laser signs and other flashing, intermittently illuminated or sequenced lighting signs.

Assistance Animal is a dog or other animal:

- (a) accredited by a prescribed animal training organisation; or
- (b) trained to assist to alleviate the effect of a disability.

Authority means a Governmental Agency or a statutory, public or other authority having jurisdiction over the Building.

Benefited Unit means a Unit having the benefit of a Common Property Rights Rule/Special Privilege.

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

Building means the building or buildings the subject of the Units Plan.

Rule Instrument means these rules as registered over the Units Plan within three months of the passing of a special resolution in accordance with the Management Act.

Rules means the rules in place from time to time for the Building.

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

Common Property Rights Rule means an exclusive use and special privilege rule made in accordance with the Management Act.

Common Property Rights Rule Work means work carried out to Common Property pursuant to a right to do so under a Common Property Rights Rule.

Common Property Rights Table is the table in Section 5.

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

Development Application means an application for a development consent made under the *Planning and Development Act 2007* (ACT) and includes all amendments and variations to an application.

Development Consent means a consent to a Development Application issued under the *Planning and Development Act 2007* (ACT) and includes all amendments and variations to a consent.

Equipment includes cables, plant, machinery, equipment and security devices.

Executive Committee means the committee appointed by the Owners Corporation in accordance with Part 4 of the Management Act.

Fee means a fee payable.

Function means right, duty or obligation.

Governmental Agency means a governmental, semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or other similar entity.

Invitee means a person in the Building at the invitation of, under the control of or with the permission of (whether express or implied) the Owners Corporation or an Owner.

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

Legislation means the Management Act and the Development Act or as the context requires.

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

Managing Agent means the person appointed by the Owners Corporation under Division 4.2 of the Management Act.

Owner means the person for the time being recorded in the Register as entitled to an estate in fee simple in the Unit.

Owners Corporation means the owners corporation constituted on registration of the Units Plan.

Pet Register means the pet register the subject of rule **Error! Reference source not found.**

Register means the register kept by the Registrar-General at ACT Titles Office.

Restricted Matter means a matter or class of matter:

- (a) which in accordance with the Legislation may only be determined by the Owners Corporation in general meeting; or
- (b) which has been determined by the Owners Corporation in general meeting as being a matter or class of matter which may only be determined by the Owners Corporation in general meeting.

Rule means a rule made by the Owners Corporation in accordance with rule 3 (as it may be amended or changed) and these Rules are in addition to the mandatory Default Rules under the Management Act, and to the extent of any inconsistency where permissible under the Management Act Rules 2- # prevail to the extent of any inconsistency.

Service Contract means a contract for the provision of services to the Owners Corporation.

Service Provider means the party providing the services under a Service Contract.

Services Apparatus means:

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

Sign includes a sign, light, advertisement, name, notice, placard, banner or other similar item about a product, service or activity and includes a sign that advertises a Unit for sale or to let.

Managing Agent means the person appointed by the Owners Corporation under section 49 of the Management Act.

Unit means a Unit in the Units Plan and otherwise has the meaning given to it by the Development Act.



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

19. INTERPRETATION

19.1 Undefined words

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

19.2 Interpretation

Reference to:

- (a) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and rules issued under the later legislation;
- (b) a thing includes the whole or each part of it; and
- (c) the singular includes the plural and vice versa.

19.3 Headings

Headings do not affect the interpretation of the rules.

19.4 Meaning of Owner

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



EXECUTION:

Dated the day of 2021



MANAGEMENT AGREEMENT

Between Murlton Pty Ltd
Trading as A.C.T. Strata Management Services
and

The Owners Units Plan No. 423

This Agreement is made on the date in the Reference Schedule between the Owners Corporation described in the Reference Schedule and the Manager described in the Reference Schedule and is intended to set out the terms of the appointment by the Owners Corporation.

REFERENCE SCHEDULE

Date 26 September 2018

Owners Corporation: The Owners Units Plan No. 423

ABN: 16 303 785 132

Manager:

Murlton Pty Ltd

Trading as A.C.T. Strata Management Services

Agent's Licence Number: 1840 1358

ACN: 008 607 449 ABN: 44 008 607 449

Location: 5 Lyons Place, Lyons ACT

Postal: PO Box 3208, Weston ACT 2611

Telephone: (02) 6281 7000

Facsimile: (02) 6281 1011

Email: admin@actstrata.com.au

The Property: "Oxley Court" 9 Dawes Street, Griffith ACT

Term: 12 Months

Commencement Date: 1 September 2018

Expiry Date: 31 August 2019

Fee for services set out
in Schedule A: \$9 720 (GST Inclusive) per annum

The fee is to be paid: Monthly

Review Date for Fee: Annually At Owners Corporation AGM



1. APPOINTMENT AND DELEGATION

The Owners Corporation appoints the Manager as the Unit Title Manager for the Units Plan and delegates the functions under the Unit Titles (Management) Act 2011 (the Act), as agreed for the term and any successive term for the agreed fees. This appointment is in confirmation of an Ordinary Resolution made by the Owners Corporation.

2. TERM OF APPOINTMENT

Unless otherwise stated in the Reference Schedule, the appointment commences on the commencement date set out in the Reference Schedule and will remain in force, subject to Clause 12, until the expiry date set out in the Reference Schedule.

The agreement will automatically continue for successive terms, subject to the maximum period permitted under the Unit Titles (Management) Act 2011, i.e. a maximum of three years, before re-appointment or termination.

3. REVIEW OF FEES

The fees and hourly rate for services set out in attached Schedule A will be reviewed annually at the Owners Corporation AGM as part of the annual budget review. Schedule B charges will be reviewed as required.

4. AUTHORITY TO PAY

The Manager is authorised to disburse Owners Corporation funds for the purpose of:

- (a) carrying out the duties specified in Schedule A;
- (b) paying moneys in accordance with a budget approved by the Owners Corporation;
- (c) payment of insurance premiums;
- (d) payment of the cost of repairs and maintenance carried out on behalf of the Owners Corporation;
- (e) payment of all other day to day expenses incurred by the Owners Corporation;
- (f) payment of Manager's fees, disbursements and expenses.



5. OBLIGATIONS OF THE MANAGER

The Manager must:

- (a) perform the services set out in Schedule A for the fee set out in the Reference Schedule;
- (b) perform if requested by the Owners Corporation or the Executive Committee of the Owners Corporation or where the service is deemed by the Manager to be a matter of necessity the services set out in Schedule B for an additional fee;
- (c) comply with the Code of Conduct prescribed by regulation.

6. WARRANTIES BY THE MANAGER

The Manager warrants that the Manager holds public liability insurance as required by Section 57 of the Unit Titles (Management) Act 2011 and will continue to hold such insurance at all times during the continuance of this appointment.

7. WARRANTY BY THE OWNERS CORPORATION

The Owners Corporation warrants that it has resolved and has authority to enter into this agreement.

8. OBLIGATIONS OF THE OWNERS CORPORATION

The Owners Corporation must:

- (a) make the Manager aware of the defects in the Owners Corporation property and make prompt decisions in relation to any necessary repairs maintenance or other works;
- (b) ensure that the Owners Corporation has at all times raised sufficient funds to enable the Owners Corporation to carry out its duties and functions;
- (c) pay to the Manager the fees provided for in Schedule A and Schedule B and as reviewed pursuant to Clause 3;
- (d) reimburse the Manager for disbursements and expenses reasonably incurred by the Manager;
- (e) permit the Manager to retain fees paid by applicants for Unit Titles Certificates [Section 119 Unit Titles (Management) Act 2011] answers to requisitions and similar enquiries;
- (f) provide for adequate delegation of the functions and powers of the Owners Corporation to members of the Executive Committee who are also members of the Owners Corporation to enable the decisions of the Executive Committee and the Owners Corporation to be implemented between General Meetings.

9. REBATES, COMMISSIONS OR DISCOUNTS

9.1 The Owners Corporation acknowledges that the Manager will refer all insurances via MGA Insurance Brokers Pty Ltd unless otherwise directed by the Owners Corporation.

9.2 This arrangement does not oblige the Owners Corporation to utilise MGA Insurance Brokers Pty Ltd and the Owners Corporation are free to direct their chosen insurance through their nominated insurance broker or insurance agent.

- 9.3 The Agent may receive rebates, commissions or discounts from third party suppliers. All such rebates, commissions or discounts that are in place at the date of this Agreement are set out in 9.4 or as otherwise notified in writing to the Owners Corporation from time to time.
- 9.4 Supplier - MGA Insurance Brokers Pty Ltd
Amount of commission - 52.5% on commissions and brokerage earned by MGA Insurance Brokers Pty Ltd

10. RESPONSIBILITY FOR REPAIRS AND MAINTENANCE

- 10.1 The Owners Corporation is responsible under the Unit Titles (Management) Act 2011 for the repair and maintenance of the Owners Corporation Property. The Manager is not liable to the Owners Corporation or to any other party in respect of any defects in the Owners Corporation property, failure to comply with Building or other Regulations or town planning requirements or any need for repair or the existence of any danger or hazard unless:
- (a) it has been brought to the attention of the Manager and the Manager fails to take steps within a reasonable time to make the Owners Corporation aware of its need to make appropriate decisions in respect of and to raise funds for the necessary repairs maintenance or other works, or
 - (b) the Manager has been instructed to arrange for repairs and maintenance or other works and sufficient funds are available for them to be carried out but fails to make such arrangements within a reasonable time.
- 10.2 The Manager is not required to make themselves aware of any defects in the Owners Corporation Property, the failure of the Owners Corporation to comply with Building or other Regulations or town planning requirements or the existence of any danger or hazard.
- 10.3 In the case of an emergency, burst water pipes, blockages, fire, and the like, or failures, the Manager is authorised to take steps to rectify the problem.
- 10.4 The Manager is not required to perform any services other than those set out in Schedule A and Schedule B.

11. INDEMNITY TO THE MANAGER

The Owners Corporation will indemnify the Manager against all actions, claims, demands, losses, costs, damages and expenses (including without limitation, reasonable legal costs on a solicitor and own client basis) ("the loss") in relation to or arising from: death, bodily injury or damage to property suffered by any person or persons whatsoever including members and occupiers of the property or part thereof, except to the extent that the loss is caused or contributed to by the Manager's wilful act or negligence.

12. TERMINATION OR ENDING OF THE AGREEMENT

- 12.1 The agreement may be terminated or ended at any time with the mutual consent of the parties.
- 12.2 The agreement can be terminated by the Owners Corporation subject to an ordinary resolution being passed at a General Meeting of Owners and providing at least one (1) month's written notice to the Manager.
- 12.3 The agreement can be terminated by the Manager subject to providing the Owners Corporation with at least one (1) month's written notice.

13. MANAGER - ENDING APPOINTMENT

- 13.1 The Owners Corporation may end the Manager's appointment as Manager:
- (a) for a remedial breach if notice has been given under section 55 of the Act; or
 - (b) for misbehaviour; or
 - (c) if the Manager is a corporation - if the corporation becomes insolvent.
- 13.2 The Owners Corporation must end a person's appointment as Manager -
- (a) if the manager is absent, other than on approved leave for 14 consecutive days or for 28 days in any 12-month period; or
 - (b) for physical or mental incapacity, if the incapacity substantially affects the exercise of the Manager's function.

Note: A person's appointment also ends if the person resigns (see Legislation Act, 2010).

- 13.3 In this clause 13:

remedial breach means a remedial breach under section 55 of the Unit Titles (Management) Act 2011.



14 MANAGER – REMEDIAL BREACHES



14.1 A Manager commits a remedial breach if the Manager –

- (a) fails to exercise the Manager’s functions; or
- (b) contravenes the code of conduct; or
- (c) while exercising the Manager’s functions, is grossly negligent or engages in misconduct

14.2 If the Owners Corporation believes on reasonable grounds that a Manager has committed a remedial breach, the Corporation may give the Manager written notice stating -

- (a) that the Corporation believes the Manager has committed a remedial breach; and
- (b) details of the remedial breach committed, sufficient to allow the Manager to identify –
 - (i) the function the Manager failed to exercise; or
 - (ii) the provisions of the code of conduct the Corporation reasonably believes the Manager contravened; or
 - (iii) the gross negligence or misconduct; and
- (c) that the Manager must, within 14 days after the day the notice is given to the Manager –
 - (i) give the Corporation a written representation explaining why the Manager’s actions do not amount to a remedial breach; or
 - (ii) remedy the breach; and
- (d) that the Owners Corporation may end the Manager’s appointment if –
 - (i) the Manager does not comply with the notice; or
 - (ii) if the Manager gives a written representation explaining why the Manager’s actions do not amount to a remedial breach – the Corporation does not accept the Manager’s representation.

15. OBLIGATIONS FOLLOWING NOTICE OF TERMINATION

Following the notice of termination:

The Owners Corporation will remunerate the Manager;

- (a) pro-rata for services performed under Schedule A up to the end of the appointment.
- (b) for any outstanding disbursement fees or fees relating to work carried out under Schedule B.

The Owners Corporation will on demand by the Manager supply money to repay any loans provided by the Manager, or to make good any overdrawn bank accounts in care of the Manager and to pay any moneys due or which will become due to any third party where the Manager holds a responsibility whether directly or indirectly for payment.

The Manager will make available for collection by a person or company authorised in writing by the Owners Corporation all records and property of the Owners Corporation, including a statement of income and expenditure up to the end of the appointment.

16. CONTRACTS

The Owners Corporation acknowledges that the Owners Corporation will be nominated as the principal in respect of any contracts or agreements entered into.

17. GST

The fees and disbursement fees are inclusive of GST at a rate of 10%; and will increase or decrease appropriately if the rate of GST changes. GST exclusive fees and disbursements payable to the Manager shall remain unchanged.

18. ENTIRE AGREEMENT

This document embodies the entire agreement between the parties and any previous or simultaneous negotiations, representations and agreements are superseded by this Agreement.

19. SEVERANCE

In the event that any condition or provision of this agreement is held to be invalid or unenforceable for any reason whatsoever that condition or provision shall be read down to the extent necessary to give it, if possible, partial operation. If that is not possible the condition or provision may be severed and the remainder of this agreement shall remain in full effect.

20. GOVERNING LAW

This Agreement is governed by the laws of the Australian Capital Territory.

SIGNATURES

Owners Corporation

The common seal of the Owners Corporation was affixed by authority in the presence of

Signature

Name (please print)

[Handwritten Signature]
Rosemary Dupont

OWNER *EC member*
Authorised position *# 9*

Agent

Executed by Murlton Pty Ltd (Trading as A.C.T. Strata Management Services) in accordance with Section 127 of the Corporations Act 2001

Signature of Managing Director

CRAIG GREGORY BOWDITCH

[Handwritten Signature]
Manager
26/5/18



Signature

Name (please print)

[Handwritten Signature]
Eric S. Stevenson

OWNER *EC member*
Authorised position *# 30*



**THE AGENTS ACT 2003
(Section 100)**

1. A copy of the Agreement signed by the Manager is to be given to the Owners Corporation within 48 hours after the Agreement was signed by the Owners Corporation.
2. A Court in which a proceeding is taken by the Manager to recover commission or expenses from the Owners Corporation may order that the commission or expenses be completely or partly recovered even though the Manager has failed to comply with 1.
3. However, the Court may make the order only if satisfied that:
 - (a) the Manager's failure to give a copy of the Agreement to the Owners Corporation within 48 hours was either inadvertent or caused by something beyond the Manager's control; and
 - (b) the commission or expenses to be recovered if the order is made are fair and reasonable; and
 - (c) failure to make the order would be just.

SCHEDULE A – DUTIES COVERED BY ANNUAL MANAGEMENT FEE

ACCOUNTING

1. Establish and operate a bank account in the name of the Owners Corporation;
2. Keep books of account covering all income and expenditure and assets and liabilities of the Owners Corporation;
3. Prepare annual financial statements of all income and expenditure and assets and liabilities of the Owners Corporation (the annual accounts);
4. Distribute levy notices to owners as struck by the Owners Corporation;
5. Initiate all debt recovery for owners who have levies outstanding for more than 21 days with costs to be met by Owners Corporation and recovered from the relevant unit owner;
6. Receive levies and bank these into the Owners Corporation bank account;
7. Pay invoices and insurance premiums on behalf of the Owners Corporation (provided funds are held by the Owners Corporation);
8. Reconciliation of the Owners Corporation bank account.
9. Where applicable carry out GST related activities (e.g. BAS preparation and lodgement).
10. Arrange annual taxation return.

INSURANCE

1. Arrange insurance cover in accordance with Owners Corporation decisions;
2. Prepare and lodge routine insurance claims with insurers/brokers (max. 30 minutes).

DOCUMENTATION

1. Maintain roll of owners names and addresses;
2. Issue all Owners Corporation certificates and answer reasonable enquiries at the cost of the applicant/enquirer;
3. Deal with routine inwards and outward correspondence;
4. Maintain and supervise the use of the common seal;
5. Maintain the records of the Owners Corporation including minutes and postal ballots.

ANNUAL GENERAL MEETING

1. Attend Annual General Meetings held during meeting hours at the Manager's office or at another place agreed between the Owners Corporation and the Manager;
2. Convene, attend, submit a budget and financial statement to and record minutes of the Annual General Meeting;
3. Meetings exceeding ninety (90) minutes duration will be charged at the hourly rate of \$176/hour;
4. Annual General Meetings held outside of regular meeting hours will be charged at the hourly rate of \$176/hour.

MAINTENANCE

Arrange for routine and minor repairs and maintenance of Owners Corporation property (max 60 minutes per incident).

Unless otherwise directed by the Owners Corporation the Manager will utilise their preferred contractors.

ADVICE

Provide general advice to the Owners Corporation as to meeting procedures and the Regulations as may otherwise be required for the Owners Corporation to carry out and perform its duties and functions under the Act and the Regulations (max 60 minutes per item/matter).

GENERAL

Generally implement the decisions of the Owners Corporation with respect to its duties and functions under the Unit Titles (Management) Act 2011 and the Regulations.

Note 1: Regular meeting hours defined as meetings held during Monday to Thursday and concluded by 6.30 pm.

Note 2: Hourly charges are charged in ¼ hour increments

Note 3: All charges are GST inclusive.



SCHEDULE B – ADDITIONAL DUTIES CARRIED OUT BY MANAGER AND ASSOCIATED CHARGES

Executive Committee Meetings

1. Prepare and distribute notices of executive committee meetings.
2. Attend executive committee meetings held during regular meeting hours.
3. Attend executive committee meetings held outside regular meeting hours. *
4. Prepare and distribute minutes of meetings.

Charge \$121/hour. Minimum Charge \$121 + postage costs as set out below.

* Meetings held outside of regular meeting hours will attract a charge of \$176/hour.

General Meetings

1. Prepare and distribute notices of General Meetings.
2. Attend General Meetings held during regular meeting hours.
3. Attend General Meetings held outside regular meeting hours. *
4. Prepare and distribute minutes of General Meetings.

Charge \$121/hour. Minimum Charge \$121 + postage costs as set out below.

* Meetings held outside of regular meeting hours will attract a charge of \$176/hour.

Note: General Meetings requested by individuals (for example to consider structural alterations/additions) will have costs recovered from the individual owner/s concerned.

Property Inspections and Reports

1. Arrange building inspections and reports when requested by the Owners Corporation.

Charge \$121/hour. Minimum Charge \$121.

Repairs and Maintenance

1. Arrange for appropriately qualified contractors to undertake repairs/maintenance to the common property and/or specified owners corporation property that require either an on site visit from the manager or significant time (in excess of 60 minutes per incident) to organise.

Charge \$121/hour. Minimum Charge \$121. Maximum charge \$606 (unless otherwise negotiated).

2. Following direction from Owners Corporation, obtain quotations for repair, maintenance and replacement of common property or specified personal property vested in the owners corporation.

Charge \$121/hour. Minimum Charge \$121. Maximum charge \$606 (unless otherwise negotiated).

Insurance

1. Prepare and lodge non-routine insurance claims (i.e. in excess of 30 minutes to lodge).
2. Arrange a valuation for the cost of reinstatement and replacement of the building/s.
3. Claims administration and other activities involved in minimisation of loss, liaison with loss adjustors and other related activities.
4. Administration work involved with insurance brokers/agents other than MGA.

Charge \$121/hour. Minimum Charge \$121.

Accounting

1. Additional financial reports or reports prepared to specific requirements.

Charge \$121/hour. Minimum Charge \$121.

Postal

1. For any posting of items that is required (other than for items on Schedule A) to be charged at the rate of \$2.50 per item.

Postal items will be sent as requested by the Owners Corporation or on an "as needs basis".

General

1. Represent the Owners Corporation in tribunal or court proceedings.
2. Preparation of Infringement Notices.
3. Preparation and lodgement of applications for mediation, adjudication, tribunal orders, briefing lawyers and/or relevant attendances.
4. Lodging of alteration/additions to Rules of the Owners Corporation.
5. Providing advice to the Owners Corporation in excess of 60 mins.
6. Preparation of non-routine correspondence.
7. Processing pet applications. (Costs to be borne by individual owner making application)
8. Any other service as negotiated between the Owners Corporation and the Manager.

Charge \$121/hour. Minimum Charge \$121.

Note 1: Regular meeting hours defined as meetings held during Monday to Thursday and concluded by 6.30 pm.

Note 2: Hourly charges are charged in ¼ hour increments.

Note 3: All charges are GST inclusive.





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	32	Block	20	Section	20	Suburb	GRIFFITH
-------------	-----------	--------------	-----------	----------------	-----------	---------------	-----------------

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

	No	Yes
1. Have any notices been issued relating to the Crown Lease?	(X)	()
2. Is the Lessor aware of any notice of a breach of the Crown Lease?	(X)	()
3. Has a Certificate of Compliance been issued? Certificate Number: 28662	()	()
(N/A ex-Government House) N/A Dated: 30-OCT-86		

Please Note: Compliance Certificate 28662 (issued 30/10/1986) was issued under a previous Crown Lease. There are no development covenants within the latest Units Plan, therefore a Compliance Certificate is not applicable.

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

Applicant's Name :

Info Track

Date: 20-FEB-26 09:53:36

E-mail Address :

actenquiries@infotrack.com.au

Client Reference : 2600145: Sale of 32/9 Dawes St - 18670950



ACCESS CANBERRA
LAND, PLANNING & BUILDING SERVICES
8 Darling Street
MITCHELL ACT 2911

20-FEB-2026 09:53

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

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

GRIFFITH Section 20/Block 20/Unit 32

Building Class: A

Area(m2): 4,433.0

Unimproved Value: \$9,900,000

Year: 2025

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

No Applications Found.

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



ACCESS CANBERRA
LAND, PLANNING & BUILDING SERVICES
8 Darling Street
MITCHELL ACT 2911

20-FEB-2026 09:53

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 2

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 Titles Certificate
Section 119 Certificate
Unit Titles (Management) Act 2011

Certificate Date: 5 March 2026

Units Plan No.:	423	Unit/Lot No.:	32
Unit Entitlement:	239	Total Aggregate:	10000
Owner:	C Pochi	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.

Chairman	Rosemary Dupont
Member	Casa Hotel
Member	Anna Losano
Member	Glenys Patulny
Member	Brett Harding

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	ABN: 41 616 582 944
ACT: Upstairs, 95-98 Monaro Street, Queanbeyan	Phone: 02 6109 7700
NSW: Upstairs, 4/55 Woolley Street, Dickson	Email: admin@bridgestrata.com.au
PO Box 164 Jamison ACT 2614	

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.	POL11062059	Strata Community Insurance
Type:	Strata	Broker: MGA Insurance Brokers Pty Ltd
Premium:	\$25,457.56	Paid on: 24/07/2025 Policy start date: 24/07/2025 Next due: 24/07/2026
Cover	Sum insured	Excess
Building	\$14,919,245.00	\$0.00
Common Area Contents	\$149,192.00	\$0.00
Terrorism	Applies	\$0.00
Loss of Rent / Temp Accommodation	\$2,237,887.00	\$0.00
Flood	Included	\$0.00
Liability To Others	\$30,000,000.00	\$0.00
Voluntary Workers	Included	\$0.00
Workers Compensation	Not Selected	\$0.00
Fidelity Guarantee	\$100,000.00	\$0.00
Office Bearer Liability	\$1,000,000.00	\$0.00
Machinery Breakdown	Not Included	\$0.00
Catastrophe	Not Included	\$0.00
Government Audit Costs	\$25,000.00	\$0.00
Appeal Expenses	\$100,000.00	\$0.00
Legal Defence Expenses	\$50,000.00	\$0.00
Lot Owner's Fixtures & Improvements	\$300,000.00	\$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 Sep 2025
5.2 Contributions due for this Unit for the current Financial Year: \$4,182.52

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

Total Admin. Levy amount with respect to the Unit: \$2,987.52
Number of instalments payable: 4

Amount and Due Date of each instalment:

Due Dates:	Period:	
15 Jan 2026	01/11/2025 - 31/01/2026	\$746.88
**15 Mar 2026	01/02/2026 - 30/04/2026	\$746.88
15 May 2026	01/05/2026 - 31/07/2026	\$746.88
01 Aug 2026	01/08/2026 - 31/10/2026	\$746.88

Amount owing: \$746.88
Interest owing: \$0.00
Total amount owing: \$746.88
Discount applicable for early payment: 0.00%
Paid to: 31 Jan 2026

5.4 Sinking Fund Instalments (determined under S89)

Total Sinking Levy amount with respect to the Unit: \$1,195.00
Number of instalments payable: 4

Amount and Due Date of each instalment:

Due Dates:	Period:	
15 Jan 2026	01/11/2025 - 31/01/2026	\$298.75
**15 Mar 2026	01/02/2026 - 30/04/2026	\$298.75
15 May 2026	01/05/2026 - 31/07/2026	\$298.75
01 Aug 2026	01/08/2026 - 31/10/2026	\$298.75

Amount owing: \$298.75
Interest owing: \$0.00
Total amount owing: \$298.75
Discount applicable for early payment: 0.00%
Paid to: 31 Jan 2026

N.B: Levy period 01/02/2026 – 30/04/2026 levy quarter has a due date of 15/03/2026

UNIT TITLE CERTIFICATE

5.5 Special Levies:

None as at the date of this Certificate

5.6 Outstanding contributions due for the current financial year as at the date of this Certificate: \$1,045.63

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: **\$1,045.63 for the period 01/02/2026 to 30/04/2026, noting that the due date for this period has been extended to 15/03/2026.**

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	Nov2028
CASA Hotel Pty Ltd	Ongoing
Form 1 Fire Protection	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: 5 March 2026

The Common Seal of: The Owners Corporation – Units Plan No. **423** is affixed hereunto in the presence of: Steve Wiebe



Signature



Current Owner Account

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

Caterina Pochi

Lot 32 Unit 32

The Owners - Units Plan No 423

Oxley Court, 9 Dawes Street, GRIFFITH ACT 2603

Purchased: 27/09/2024 UE / AE: 239.00 / 10,000.00

Date	Details	Administrative Fund due/paid	Sinking Fund due/paid	Unallocated	Interest paid	Total	Balance (-)prepaid
	Balance brought forward	0.00	0.00	0.00		0.00	0.00
15/01/2026	Quarterly Admin/Sinking Levy 01/11/2025 - 31/01/2026	746.88	298.75	0.00	0.00	1,045.63	1,045.63
20/01/2026	Levy payment for 32/423	-746.88	-298.75	0.00	0.00	-1,045.63	0.00
15/03/2026	Quarterly Admin/Sinking Levy 01/02/2026 - 30/04/2026	746.88	298.75	0.00	0.00	1,045.63	
15/05/2026	Quarterly Admin/Sinking Levy 01/05/2026 - 31/07/2026	746.88	298.75	0.00	0.00	1,045.63	
01/08/2026	Quarterly Admin/Sinking Levy 01/08/2026 - 31/10/2026	746.88	298.75	0.00	0.00	1,045.63	
03/03/2026	Current balances excluding interest						
	Administrative Fund		0.00				
	Sinking Fund		0.00				
	Unallocated Money Fund		0.00				
			<u>0.00</u>				
	Interest due as at 03/03/2026		0.00				
			<u>0.00</u>				
	Current balance including interest		<u>\$0.00</u>				

Balance Sheet

As at 03/03/2026

The Owners - Units Plan No 423

Oxley Court, 9 Dawes Street, GRIFFITH ACT 2603

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	(1,951.79)
Owners Equity--Admin	44,749.75
	42,797.96
Sinking Fund	
Operating Surplus/Deficit--Sinking	(5,380.48)
Owners Equity--Sinking	95,829.77
	90,449.29
Net owners' funds	\$133,247.25
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	54,408.84
Receivable--Levies--Admin	2,013.84
	56,422.68
Sinking Fund	
Cash at Bank--Sinking	94,323.02
Receivable--Levies--Sinking	801.20
	95,124.22
Unallocated Money	0.00
Total assets	151,546.90
Less liabilities	
Administrative Fund	
Creditor--GST--Admin	344.27
Prepaid Levies--Admin	13,280.45
	13,624.72
Sinking Fund	
Creditor--GST--Sinking	(637.26)
Prepaid Levies--Sinking	5,312.19
	4,674.93
Unallocated Money	0.00
Total liabilities	18,299.65
Net assets	\$133,247.25

Insurance Valuation Report

For

"Oxley Court"

9 Dawes Street, Griffith

Scheme Number: UP423



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 155557

15 October 2021

Professional Indemnity Insurance Policy Number 96 0968886 PLP

PO Box 1280,
Beenleigh QLD 4207

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

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SECTION 2 – INSURANCE VALUATION REPORT

2.1 Reinstatement Cost Assessment Value

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

2.2 Loss of Revenue

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

2.3 Current Trends

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

2.4 Periodic Reviews

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

2.5 Elements used in the Calculated Value of the Building Replacement

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

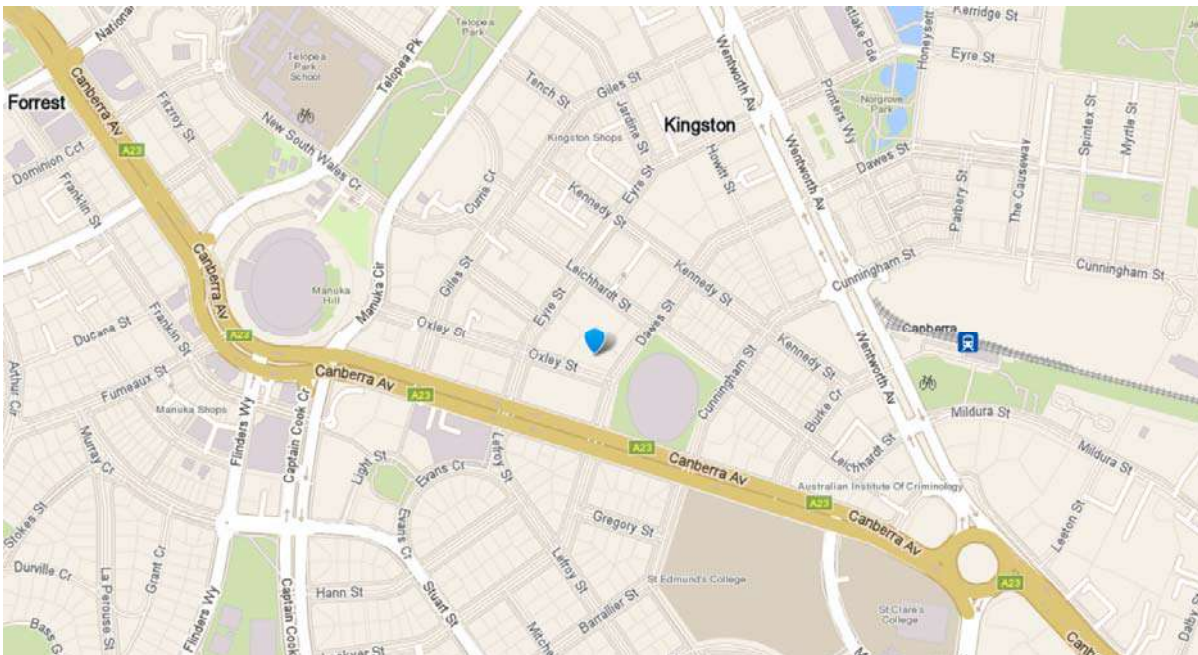
- Estimated Cost of constructing a similar building on the same site;
- Allowance for cost escalation during the claim settlement period and time for planning, calling tenders, and fitout;
- Professional and authority fees relating to the demolition, and the new building;
- Costs of making the damaged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

NB

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

2.6 Valuation	
Replacement Building and Improvements Cost:	\$9,450,000
Allowance for Cost Escalation during the following:	
Demolition, Design and Documentation:	9 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	9 Months
Calculated at 5% per annum over the period	\$650,000
Progressive Subtotal:	\$10,100,000
Professional Fees:	\$1,000,000
Progressive Subtotal:	\$11,100,000
Demolition and Removal of Debris:	\$600,000
Progressive Subtotal:	\$11,700,000
Cost Escalation for Insurance Policy Lapse Period:	\$550,000
Progressive Subtotal:	\$12,250,000
Reinstatement Cost Assessment Value: (Inc GST)	\$12,250,000

2.7 Site Location Map



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 SITE FACTORS

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

3.2 ADDITIONS & IMPROVEMENTS

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

3.3 MAINTENANCE

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

3.4 SUMMARY OF CONSTRUCTION

3.4.1 Primary Method of Construction

3.4.1.1 FLOOR STRUCTURE

FLOOR CONSTRUCTION: Reinforced concrete ground and upper floors.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Brickwork.

EXTERNAL WALL FINISHES: Face brick.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Timber/steel framed pitched.

ROOFING: Interlocking concrete tiles.

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





CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	POL11062059
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED SITUATION	The Owners - Units Plan No 423 9 Dawes Street, Griffith, ACT, 2603
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 24/07/2025 Expiry Date: 4:00pm on 24/07/2026
INTERMEDIARY ADDRESS	Whittles Strata Partners Pty Ltd PO Box 164, Jamison, ACT, 2614
DATE OF ISSUE	06/08/2025

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$14,919,245
		Common Area Contents	\$149,192
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$2,237,887
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
		3. Lot Owners' Wall Coverings	Included
SECTION 2	Liability		\$30,000,000
SECTION 3	Voluntary Workers		Included
SECTION 4	Workers Compensation		Not Selected
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$1,000,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		Not Included
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

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

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

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 423

A2 Annual General Meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made 21st of October 2025

Tick applicable box, or both boxes if applicable:

Regularly Convened Convened after

The general meeting was regularly **adjournment**
convened (not following any The general meeting was convened
adjournment under UTMA s3.9(3) following an adjournment or
or (6) (a), part 3.1, schedule 3). 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
21/10/2025	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.

R. Schenke

Date:

21st of October 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, schedule 3).
- At a regularly-convened general meeting, a **reduced quorum** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions-adjournment following quorum trouble

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

B2 **When does a reduced quorum decision take effect?**

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's **date of effect**) (UMTA s3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s3.11(3)-(5), part 3.1, schedule 3)

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

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

The petition must-

- state the resolution or resolutions to which it applies; and
- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owners corporation before the decision's date of effect (see B2 above).

B4 **How may reduced quorum decisions be confirmed?**

- A reduced-quorum decision may be confirmed by a general meeting of the owners corporation held before the decision's date of effect (see B2 above).
- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above)
- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s3.11 (4), part 3.1, schedule 3).

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

- A reduced-quorum may be revoked by a general meeting of the owners corporation held at any time, whether or not the decision has earlier been confirmed.
- A revocation is valid whether a standard or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s3.11 (5), part 3.1, schedule 3).

Minutes of the Annual General Meeting

Owners Corporation for THE OWNERS UNIT PLAN NO 423

Meeting Date	Tuesday, 21 October 2025		
Meeting Location	Whittles, Canberra Boardroom & Microsoft Teams		
Time	03:00 PM	Opened: 03:30 PM	Closed: 04:32 PM
Lots Represented	3	A V Swamy	Electronic vote
	6	P & H Ruddock	Electronic vote
	9	R Dupont	Owner present
	11 & 35	Casa Hotel Pty Ltd- R Dunstan	Owner present
	12	A Losanno	Owner present
	18 & 21	B Harding	Owner present
	25	S Bryant	Electronic vote
By Proxy	Nil		
Chairperson	R Dupont		
Additional Attendees	Rebecca Schenk representing Whittles Canberra Pty Ltd		
Apologies	11 & 35- E Dunstan		

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

Notes
R Dunstan & E Dunstan declared Casa Hotel Pty Ltd's interest in generating income from the Owners Corporation. No further interests were declared.

Motion 2				
Confirmation of Minutes		Ordinary Resolution		
That the minutes of the previous Annual General Meeting held on 13/1/25 be confirmed.				
Motion CARRIED.				
VOTES	Yes: 8	No: 0	Abs: 0	Inv: 1

Motion 3				
Financial Statement		Ordinary Resolution		
That the financial statement for the period 1/8/24 to 31/7/25 be adopted.				
Motion CARRIED.				
VOTES	Yes: 8	No: 0	Abs: 0	Inv: 1

Notes				
Insurance with CHU Further information is still required regarding the timeframe during which the Owners Corporation was insured with CHU and whether any additional reimbursements are required. Clarification is needed from MGA, and further follow-up will take place to ensure this matter is fully resolved and finalised.				

Item 4				
Management Agreement				
That the Owners Corporation resolves to: <ol style="list-style-type: none">1. Terminate the appointment of Whittles as the strata managing agent, as at 21/10/2025, allowing for a handover period of no less than 28 days to ensure an orderly transition;2. Appoint Bridge Strata as the new strata managing agent under a 12 month agreement, in accordance with the terms and conditions outlined in their proposal attached to this notice3. Authorise the Strata Committee to execute any documents necessary to give effect to this resolution and oversee the transition process between managing agents.				
Motion CARRIED.				
VOTES	Yes: 8	No: 0	Abs: 0	Inv: 1

Motion 5				
Insurance Renewal	Ordinary Resolution			
That the Owners Corporation confirms the attached Insurance Summary Document and authorises a company nominated by the Executive Committee to market the insurance policy, with the sum insured to be increased by 5%.				
Motion CARRIED.				
VOTES	Yes: 8	No: 0	Abs: 0	Inv: 1

Motion 6				
Fire Safety Review	Ordinary Resolution			
That the Owners Corporation reviews the compliance of the common property fire safety measures by engaging an appropriately qualified contractor to ensure the common property equipment is maintained in accordance with the relevant standards.				
Motion CARRIED.				
VOTES	Yes: 8	No: 0	Abs: 0	Inv: 1

Motion 7				
Maintenance Schedule/Plan	Ordinary Resolution			
That the Owners Corporation notes the attached Maintenance Plan, confirms it has been reviewed and discussed, and agrees that appropriate maintenance requirements have been considered and budgeted for accordingly.				
The maintenance plan and associated requirements will be reviewed in light of the Owners Corporation experiencing additional plumbing issues. These matters, including the impact of recent significant plumbing expenses, will be reassessed and presented for approval at the 2026/27 Annual General Meeting.				
Motion CARRIED.				
VOTES	Yes: 8	No: 0	Abs: 0	Inv: 1

Motion 8				
Administration Fund Expenditure Budget	Ordinary Resolution			
That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Administration Fund expenditure budget of \$113,350.00 be accepted.				
Motion CARRIED.				
VOTES	Yes: 8	No: 0	Abs: 0	Inv: 1

Motion 9				
Sinking Fund Expenditure Budget	Ordinary Resolution			
That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Sinking Fund expenditure budget of \$15,000.00 be accepted.				
Motion CARRIED.				
VOTES	Yes: 8	No: 0	Abs: 0	Inv: 1

Motion 10				
Administration Fund Levy	Ordinary Resolution			
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike an Administration Fund levy of \$125,000.00 for the period 1/11/25 to 31/10/26 to be contributed by members in accordance with their Unit Entitlements.				
Levies are to be paid quarterly in advance. This is an increase from the previous levies.				
Levy due dates are 15/12/2025, 15/02/2026, 15/05/2026 & 15/08/2026.				
Motion CARRIED.				
VOTES	Yes: 8	No: 0	Abs: 0	Inv: 1

Motion 11				
Sinking Fund Levy-Amended		Ordinary Resolution		
<p>That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike a Sinking Fund levy of \$50,000.00 for the period 1/11/25 to 31/10/26 to be contributed by members in accordance with their Unit Entitlements.</p> <p>Levies are to be paid quarterly in advance. This is a decrease from the previous levies.</p> <p>Levy due dates are 15/12/2025, 15/02/2026, 15/05/2026 & 15/08/2026.</p>				
Motion CARRIED.				
VOTES	Yes: 6	No: 0	Abs: 2	Inv: 1

Motion 12				
Special Resolution-Approval for Use of EV Charging by Owner of Unit 36		Special Resolution		
<p>That the Owners Corporation resolves to:</p> <ol style="list-style-type: none"> Permit the use of electric vehicle (EV) charging by the owner of unit 36 noting that the solution installed and approved by Executive Committee is not suitable for multiple users; and Approve that the power supplied from common property electricity for the purpose of EV charging be measured and recorded in accordance with the methodology and equipment provided, supported and maintained by the caretaker, CASA Hotels Pty Ltd for a fee of \$100.00 per month payable by the owner of unit 36 to CASA monthly in advance; and Direct the Caretaker CASA Hotels Pty Ltd (or its managing agent) to report to the Owners Corporation Manager at the end of each month kw/h electricity usage associated with EV charging by the user, based on the measured consumption data derived from the equipment supplied by CASA Hotels Pty Ltd; and Delegate authority for the Strata Manager to recover the costs of electricity consumed from the user. Any fees associated with providing this service by the Strata Manager be recovered from the owner of unit 36. The EC to review the service as appropriate. 				
Motion CARRIED.				
VOTES	Yes: 7	No: 1	Abs: 0	Inv: 1

Motion 13				
Debt Recovery		Ordinary Resolution		
<p>In accordance with the Unit Titles (Management) Act 2011, that the Nominated or Approved managing Agent is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of the Owners Corporation who are in arrears, to recover overdue contributions and levies, penalties and recovery costs incurred.</p> <p>Fees charged by third party providers will be recovered from the debtor at cost per invoice.</p>				
Motion CARRIED.				
VOTES	Yes: 8	No: 0	Abs: 0	Inv: 1

Item 14
Utility Supplies Review
<p>The nominated Managing Agent Standard Service Agreements include an annual review of common property utility supplies. This will be undertaken by Strata Utility Networks Australia Pty Ltd (if your building is eligible). They will implement any changes without charge where there is a benefit for the Body Corporate.</p>

Item 15
General Business
<p>Major Maintenance The major maintenance item at this stage is the hot water pipe works. A work order will be issued to ensure that this work is carried out.</p> <p>Acknowledgment of Chairperson Owners present took the opportunity to thank the Chairperson, R. Dupont, for her efforts, knowledge, and assistance in all strata and Owners Corporation matters.</p>

Election of Committee
<p>R Dunstan, E Dunstan, R Dupont, B Harding, A Losanno & G Patulny have been elected to the committee.</p>

Owners can update their personal details anytime via the **Whittles Owner Portal** at [-](#)

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

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

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

If you have another property you'd like Whittles to manage, please let your manager know, or request a quote on our website.

BUDGET

THE OWNERS UNIT PLAN NO 423 9 DAWES STREET, GRIFFITH

Year ending August 2026

ADMINISTRATION FUND

	Sept-Nov 25	Dec-Feb 26	Mar-May 26	Jun-Aug 26	Annual Total
INCOME					
Contributions	31,250.00	31,250.00	31,250.00	31,250.00	\$125,000.00
Arrears	2,113.00	0.00	0.00	0.00	\$2,113.00
Advances	-2,547.65	-0.00	-0.00	-0.00	<u>-\$2,547.65</u>
Total	30,815.35	31,250.00	31,250.00	31,250.00	<u>\$124,565.35</u>
EXPENDITURE					
Common property	750.00	750.00	750.00	750.00	\$3,000.00
Electrical	125.00	125.00	125.00	125.00	\$500.00
Fire systems	312.50	312.50	312.50	312.50	\$1,250.00
Grounds	5,000.00	5,000.00	5,000.00	5,000.00	\$20,000.00
Grounds - Tree lopping	375.00	375.00	375.00	375.00	\$1,500.00
Gutters & downpipes	475.00	475.00	475.00	475.00	\$1,900.00
Insurance - Renewal	0.00	0.00	30,000.00	0.00	\$30,000.00
Management - Additional services fee	125.00	125.00	125.00	125.00	\$500.00
Management - Agreed Services	3,000.00	3,000.00	3,000.00	3,000.00	\$12,000.00
Pest control	125.00	125.00	125.00	125.00	\$500.00
Plumbing	750.00	750.00	750.00	750.00	\$3,000.00
Taxation - Accountants fee	75.00	75.00	75.00	75.00	\$300.00
Taxation - Payment	25.00	25.00	25.00	25.00	\$100.00
Utilities - Electricity	950.00	950.00	950.00	950.00	\$3,800.00
Utilities - Gas	5,750.00	5,750.00	5,750.00	5,750.00	\$23,000.00
Utilities - Water	3,000.00	3,000.00	3,000.00	3,000.00	<u>\$12,000.00</u>
Total	20,837.50	20,837.50	50,837.50	20,837.50	<u>\$113,350.00</u>

SINKING FUND

	Sept-Nov 25	Dec-Feb 26	Mar-May 26	Jun-Aug 26	Annual Total
INCOME					
Contributions	12,500.00	12,500.00	12,500.00	12,500.00	\$50,000.00
Arrears	951.00	0.00	0.00	0.00	\$951.00
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
Total	13,451.00	12,500.00	12,500.00	12,500.00	\$50,951.00
EXPENDITURE					
Plumbing	3,750.00	3,750.00	3,750.00	3,750.00	\$15,000.00
Total	3,750.00	3,750.00	3,750.00	3,750.00	\$15,000.00

CASH FLOW SUMMARY

	Sept-Nov 25	Dec-Feb 26	Mar-May 26	Jun-Aug 26	Annual Total
<u>ADMINISTRATION FUND</u>					
Opening Balance	48,454.39	58,432.24	68,844.74	49,257.24	\$48,454.39
Add: Contributions	31,250.00	31,250.00	31,250.00	31,250.00	\$125,000.00
Add: Arrears	2,113.00	0.00	0.00	0.00	\$2,113.00
Minus: Advances	2,547.65	0.00	0.00	0.00	\$2,547.65
Minus: Expenditures	20,837.50	20,837.50	50,837.50	20,837.50	\$113,350.00
CLOSING BALANCE	58,432.24	68,844.74	49,257.24	59,669.74	\$59,669.74
<u>SINKING FUND</u>					
Opening Balance	93,064.09	102,765.09	111,515.09	120,265.09	\$93,064.09
Add: Contributions	12,500.00	12,500.00	12,500.00	12,500.00	\$50,000.00
Add: Arrears	951.00	0.00	0.00	0.00	\$951.00
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	3,750.00	3,750.00	3,750.00	3,750.00	\$15,000.00
CLOSING BALANCE	102,765.09	111,515.09	120,265.09	129,015.09	\$129,015.09

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 10000
 Number of Lots 36

Lot Number	— Effective from 01/11/25 — UE ADMIN Fund	— Effective from 01/11/25 — UE SINKING Fund
20	236 \$738	236 \$295
8, 32	239 \$747	239 \$299
14, 15, 16, 17, 18, 19	268 \$838	268 \$335
24	273 \$853	273 \$341
2, 3, 4, 5, 6, 7, 26, 27, 28, 29, 30, 31	274 \$856	274 \$343
12, 36	276 \$863	276 \$345
1, 13, 25	277 \$866	277 \$346
22, 23	291 \$909	291 \$364
10, 11, 34, 35	297 \$928	297 \$371
9, 21	321 \$1,003	321 \$401
33	322 \$1,006	322 \$403
QUARTERLY TOTAL	<i>\$31,251.00</i>	<i>\$12,505.00</i>

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 423

A2 Annual General Meeting

Date (or dates) of general meeting

at which the reduced quorum

decision or decisions were made 13 January 2025

Tick applicable box, or both boxes if applicable:

Regularly Convened **Convened After Adjournment**

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

The general meeting was convened following an adjournment or Adjournments (under UTMA s3.9 (3) or (6) (a), part 3.1, schedule 3).

A3 Reduced Quorum Decisions

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

Date of Decision	Full Text of Reduced Quorum Decision
13 January 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.

Tegan Rapson
Strata Manager

17 January 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, schedule 3).
- At a regularly-convened general meeting, a **reduced quorum** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions-adjournment following quorum trouble

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

B2 **When does a reduced quorum decision take effect?**

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's **date** of effect) (UMTA s3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s3.11(3)-(5), part3.1, schedule 3)

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

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

The petition must-

- state the resolution or resolutions to which it applies; and
- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owners corporation before the decision's date of effect (see B2 above).

B4 **How may reduced quorum decisions be confirmed?**

- A reduced-quorum decision may be confirmed by a general meeting of the owners corporation held before the decision's date of effect (see B2 above).
- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above)
- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s3.11 (4), part 3.1, schedule 3).

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

- A reduced-quorum may be revoked by a general meeting of the owners corporation held at any time, whether or not the decision has earlier been confirmed.
- A revocation is valid whether a standard or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s3.11 (5), part 3.1, schedule 3).

Minutes of the Annual General Meeting

Owners Corporation for UNIT PLAN NO 423 "Oxley Court"

Meeting Date	Monday, 13 January 2025		
Meeting Location	Via Microsoft Teams & Deakin Boardroom, Unit 43, 2 King Street, Deakin		
Time	05:00 PM	Opened: 05:01 PM	Closed: 05:43 PM
Lots Represented in Person	00009 R Dupont 00012 A Losanno 00018 B Harding 00021 B Harding		
Lots Represented via MS Teams	00002 L J Gollant 00011 R Dunstan & E Dunstan Casa Hotel Pty Ltd 00013 J Mehr 00017 G Patulny (Entered Motion 5) 00030 E Stevenson 00035 R Dunstan & E Dunstan Casa Hotel Pty Ltd		
Absentee Voters	00003 A Swamy 00006 P Ruddock & H Ruddock 00024 Mr & Mrs A Hansell 00025 S Bryant 00028 J Lambert 00029 L Green		
Chairperson	R Dupont		
Additional Attendees	T Rapson Whittles Canberra Pty Ltd		
Apologies	Nil		

Item 1	
Declaration of Interest	
<p>All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting.</p> <p>Whittles Canberra Pty Ltd refers all Members to the Corporation's Agreement for disclosure of all its relevant interests.</p>	
Notes	
<p>R Dunstan and E Dunstan declared Casa Hotel Pty Ltd's interest in generating income from the Owners Corporation. No further interests were declared.</p>	

Motion 2				
Confirmation of Minutes	Ordinary Resolution			
That the minutes of the previous Annual General Meeting held on 11/12/23 be confirmed.				
Motion CARRIED.				
VOTES	Yes: 15	No: 0	Abs: 0	Inv: 0

Motion 3				
Financial Statement	Ordinary Resolution			
That the financial statement for the period 1/8/23 to 31/7/24 be adopted.				
Motion CARRIED.				
VOTES	Yes: 14	No: 0	Abs: 1	Inv: 0

Item 4	
Management Agreement	
The current Agreement in place expires 7/12/25. A copy of the Agreement is available for viewing at www.whittles.com.au via the Owners Portal.	

Motion 5				
Insurance Renewal	Ordinary Resolution			
That the existing insurance cover held by the Corporation be marketed by a broker of the Executive Committee's choosing prior to renewal. That the building sum insured be increased by 5% upon renewal.				
Motion CARRIED.				
VOTES	Yes: 16	No: 0	Abs: 0	Inv: 0

Motion 6				
Fire Safety Review		Ordinary Resolution		
That the Owners Corporation reviews the compliance of the common property fire safety measures by engaging an appropriately qualified contractor to ensure the common property equipment is maintained in accordance with the relevant standards.				
Motion CARRIED.				
VOTES	Yes: 16	No: 0	Abs: 0	Inv: 0

Motion 7				
Sinking Fund Forecast Review		Ordinary Resolution		
That the Owners Corporation reviews the current Sinking Fund Forecast and is satisfied that the forecasted expenditure and contribution levels are adequate to meet the needs of the Corporation up to 2030. It is also noted that the Corporation can amend the Sinking Fund Forecast at any time via an ordinary resolution at a general meeting.				
Motion CARRIED.				
VOTES	Yes: 16	No: 0	Abs: 0	Inv: 0

Item 8	
Hot Water System Upgrade	
That the Owners Corporation discuss matters related to the hot water system upgrade.	
Notes	
<p>R Dunstan explained that the complex's current gas hot water system, consisting of three older gas boilers, is expected to wear out within the next two to three years. He outlined potential replacement options, including an electric heat pump system, estimated to cost between \$100,000.00 and \$300,000.00. The high costs and logistical challenges of implementing this system were noted. Another option discussed was upgrading to modern gas technology, which could improve efficiency by 15-20% and is considered a more cost-effective alternative.</p> <p>At a recent Executive Committee Meeting, the Committee resolved to continue exploring viable solutions while monitoring the market for potential government grants or technological advancements to help reduce costs. For now, the current system remains functional, and the Committee will monitor it for any urgent maintenance needs.</p>	

Motion 9				
Maintenance Plan Review	Ordinary Resolution			
That in accordance with the Unit Titles (Management) Act 2011, the Owners Corporation reviews the Maintenance Plan and will consider the recommended maintenance requirements for the year.				
Motion CARRIED.				
VOTES	Yes: 16	No: 0	Abs: 0	Inv: 0

Motion 10				
Administration Fund Expenditure Budget	Ordinary Resolution			
That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Administration Fund expenditure budget of \$120,000.00 be accepted.				
Motion CARRIED.				
VOTES	Yes: 16	No: 0	Abs: 0	Inv: 0

Motion 11				
Sinking Fund Expenditure Budget	Ordinary Resolution			
That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Sinking Fund expenditure budget of \$27,000.00 be accepted.				
Motion CARRIED.				
VOTES	Yes: 16	No: 0	Abs: 0	Inv: 0

Motion 12				
Administration Fund Levy	Ordinary Resolution			
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike an Administration Fund levy of \$120,000.00 for the period 1/11/24 to 31/10/25 to be contributed by members in accordance with their Unit Entitlements.				
Levies are to be paid quarterly in advance. This is a decrease from the previous levies.				
Levy Due Dates: 15/02/25, 15/04/25, 15/06/25 & 15/08/25				
Motion CARRIED.				
VOTES	Yes: 16	No: 0	Abs: 0	Inv: 0

Motion 13 - Amended**Sinking Fund Levy****Ordinary Resolution**

That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike a Sinking Fund levy of \$46,000.00 for the period 1/11/24 to 31/10/25 to be contributed by members in accordance with their Unit Entitlements.

Levies are to be paid quarterly in advance. This is an increase from the previous levies.

Levy Due Dates: 15/02/25, 15/04/25, 15/06/25 & 15/08/25

Motion CARRIED.**VOTES**

Yes: 10

No: 0

Abs: 6

Inv: 0

Notes

The levy was increased from the originally proposed amount of \$32,000.00.

Item 14**Financial Audit**

Due to the Owners Corporation consisting of less than 100 units and having an annual turnover of less than \$250,000.00 per annum, there is no requirement under the Unit Titles (Management) Act 2011 to have a financial audit carried out.

Motion 15**Debt Recovery****Ordinary Resolution**

In accordance with the Unit Titles (Management) Act 2011, Whittles Canberra Pty Ltd is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of the Owners Corporation who are in arrears, to recover overdue contributions and levies, penalties and recovery costs incurred.

Fees charged by third party providers will be recovered from the debtor at cost per invoice.

Motion CARRIED.**VOTES**

Yes: 16

No: 0

Abs: 0

Inv: 0

Item 16**Election of Committee**

R Dupont, B Harding, R Dunstan & E Dunstan, A Losanno, and G Patulny were elected to the Executive Committee.

Item 17

General Business

EV Charging

R Dunstan provided an update on the electric vehicle charging options, explaining the high costs and the Committee's decision to review the situation in the next 12 months.

Owners are able to access and update their personal details online via the Whittles Owners Portal.

To access your account, go to www.whittles.com.au and login using either your registered mobile number or email address.

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

If you have another property you would like to consider for management by Whittles, please let your Strata Manager know so we can arrange a proposal. Alternatively, you can request a quote through our website.

BUDGET

THE OWNERS UNIT PLAN NO 423 9 DAWES STREET, GRIFFITH

Year ending August 2025

ADMINISTRATION FUND

	Sept-Nov 24	Dec-Feb 25	Mar-May 25	Jun-Aug 25	Annual Total
INCOME					
Contributions	0.00	60,000.00	30,000.00	30,000.00	\$120,000.00
Arrears	6,080.75	0.00	0.00	0.00	\$6,080.75
Advances	-1.00	-0.00	-0.00	-0.00	-\$1.00
Total	6,079.75	60,000.00	30,000.00	30,000.00	\$126,079.75
EXPENDITURE					
Common property	750.00	750.00	750.00	750.00	\$3,000.00
Electrical	125.00	125.00	125.00	125.00	\$500.00
Fire systems	250.00	250.00	250.00	250.00	\$1,000.00
Grounds	5,000.00	5,000.00	5,000.00	5,000.00	\$20,000.00
Grounds - Tree lopping	375.00	375.00	375.00	375.00	\$1,500.00
Gutters & downpipes	475.00	475.00	475.00	475.00	\$1,900.00
Insurance - Renewal	0.00	0.00	35,140.00	0.00	\$35,140.00
Management - Additional services fee	125.00	125.00	125.00	125.00	\$500.00
Management - Agreed Services	3,465.00	3,465.00	3,465.00	3,465.00	\$13,860.00
Pest control	125.00	125.00	125.00	125.00	\$500.00
Plumbing	750.00	750.00	750.00	750.00	\$3,000.00
Taxation - Accountants fee	0.00	0.00	0.00	300.00	\$300.00
Utilities - Electricity	950.00	950.00	950.00	950.00	\$3,800.00
Utilities - Gas	5,750.00	5,750.00	5,750.00	5,750.00	\$23,000.00
Utilities - Water	3,000.00	3,000.00	3,000.00	3,000.00	\$12,000.00
Total	21,140.00	21,140.00	56,280.00	21,440.00	\$120,000.00

SINKING FUND

	Sept-Nov 24	Dec-Feb 25	Mar-May 25	Jun-Aug 25	Annual Total
INCOME					
Contributions	0.00	23,000.00	11,500.00	11,500.00	\$46,000.00
Arrears	729.45	0.00	0.00	0.00	\$729.45
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
Total	729.45	23,000.00	11,500.00	11,500.00	\$46,729.45
EXPENDITURE					
Building Repairs	5,500.00	5,500.00	5,500.00	5,500.00	\$22,000.00
Plumbing	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
Total	6,750.00	6,750.00	6,750.00	6,750.00	\$27,000.00

CASH FLOW SUMMARY

	Sept-Nov 24	Dec-Feb 25	Mar-May 25	Jun-Aug 25	Annual Total
<u>ADMINISTRATION FUND</u>					
Opening Balance	39,936.16	24,875.91	63,735.91	37,455.91	\$39,936.16
Add: Contributions	0.00	60,000.00	30,000.00	30,000.00	\$120,000.00
Add: Arrears	6,080.75	0.00	0.00	0.00	\$6,080.75
Minus: Advances	1.00	0.00	0.00	0.00	\$1.00
Minus: Expenditures	21,140.00	21,140.00	56,280.00	21,440.00	\$120,000.00
CLOSING BALANCE	24,875.91	63,735.91	37,455.91	46,015.91	\$46,015.91
<u>SINKING FUND</u>					
Opening Balance	62,381.53	56,360.98	72,610.98	77,360.98	\$62,381.53
Add: Contributions	0.00	23,000.00	11,500.00	11,500.00	\$46,000.00
Add: Arrears	729.45	0.00	0.00	0.00	\$729.45
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	6,750.00	6,750.00	6,750.00	6,750.00	\$27,000.00
CLOSING BALANCE	56,360.98	72,610.98	77,360.98	82,110.98	\$82,110.98

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 10000
 Number of Lots 36

Lot Number	— Effective from 01/11/24 — UE ADMIN Fund	— Effective from 01/11/24 — UE SINKING Fund
20	236 \$708	236 \$271
8, 32	239 \$717	239 \$275
14, 15, 16, 17, 18, 19	268 \$804	268 \$308
24	273 \$819	273 \$314
2, 3, 4, 5, 6, 7, 26, 27, 28, 29, 30, 31	274 \$822	274 \$315
12, 36	276 \$828	276 \$317
1, 13, 25	277 \$831	277 \$319
22, 23	291 \$873	291 \$335
10, 11, 34, 35	297 \$891	297 \$342
9, 21	321 \$963	321 \$369
33	322 \$966	322 \$370
QUARTERLY TOTAL	<u>\$30,000.00</u>	<u>\$11,500.00</u>

Minutes of the Executive Committee Meeting

Owners Corporation Unit Plan 423 - 9 Dawes Street, Griffith ACT

Held at: Kingston Hotel, Corner Canberra Avenue and Giles Street, Kingston

Date: 10th January 2025

Time: 3:00pm

Minutes by: Rob Dunstan

1. Attendance - Present:

- Rosemary Dupont
- Glenys Patulny
- Brett Harding
- Anna Losanno
- Eva Dunstan
- Rob Dunstan

2. Update Status of Gas Hot Water Replacement Options

Since the last meeting further quotes were solicited from various suppliers and documented in Status update (appendix A). Committee discussion ensued, noting quotes received to replace hot water system with a non gas alternative are extremely high, do not take into account additional unknowns such as switchboard upgrades, and there is some doubt regarding effectiveness in a sub zero Canberra winter. A number of suppliers put Oxley Court in the too hard basket. The cheapest option is to upgrade to current technology gas boilers with an indicative ongoing saving of 15%-20%, though this solution is still gas based.

It was also noted that many businesses and industries currently can see no cost effective solution to get off gas, and that our current system has some life left in it. Accordingly, the Executive Committee resolved to;

- a) Closely monitor the performance and reliability of the current 3 gas hot water boilers
- b) Continue to identify and evaluate alternative solutions of all types
- c) Rosemay D, Glenys P and Anna L will canvas their various government contacts to understand what government policies and plans might be available in the medium to long term
- d) Be ready to Initiate upgrade to new technology gas if one of the existing gas boilers fails prior to identifying more economical non-gas options.

Appendix A

3. Electric Vehicle (EV) Charging Facilities

A request was received from a unit owner to provide facilities to charge his electric vehicle. At the same time CASA Hotel initiated investigations regarding the cost benefit of providing Fast Charging for Apartment guests. An **EV Charging Options** document (see Appendix B) was tabled and recommendations discussed by the Committee.

CASA advised that as a result of their investigations, and the proximity of the BP Pulse charging station nearby, that CASA would not proceed to install a fast charge capability however would review in 12 months.

In order to address the need for EV charging for any residential unit, the Committee resolved to advise such owners of the following:

- i. The electrical supply to the groundsman workshop is a 10 amp circuit for lighting currently on a timer therefore not suitable for charging of an EV
- ii. The OC would approve an owner to engage a qualified electrician at their cost to;
 - a. Install a 15Amp (or higher provided the integrity of switchboard is not impacted) power point at their carpark location and any desired security devices
 - b. Install conduit and run power cables from the switchboard to that carpark location via the roof rafters and bin room.
 - c. Liaise with the Caretaker to schedule trenching between bin room and switchboard so that inconvenience regarding access to the carpark is minimised, and to ensure that such trenching is effectively sealed and fresh bitumen applied to prevent erosion
 - d. Install that circuit on a separate meter charged to the owner of the unit
- iii. Provide to the OC all relevant certificates of electrical compliance
- iv. Provide evidence of insurance coverage that would cover loss or damage to surrounding buildings and/or other vehicles in the event of fire emanating from owners vehicle whilst charging

The Committee was advised that vehicles have been observed from time to time connecting electrical extension cords to the wall power outlet beside the electrical switchboard to vehicles. Apart from the illegal drawing of common property electricity, the cord running across the pathway poses a trip hazard. The Committee resolved to lock down that electrical outlet to prevent future misuse (CASA Hotel to arrange)

Meeting closed at 4:20 pm.

Appendix A

Gas Hot Water System Replacement

Status January 2025

Chronology

March 2023 – ActewAGL quote

Heat Pump solution

Total cost : \$102,912 ex GST, 10% deposit required

Note: Did not include switchboard upgrade which would be required

Repayment plan offered - 12 monthly replacements of \$7,718.40 per month ex GST

Forecasted payback under 2 years

Quote expired

February 2024

Detailed statement of requirements developed. OC Manager requests quotes from JML Plumbing and Canberra Boilers

ActewAGL – second quoterequest

Tegan advises they declined to quote a second time

May 2024 – JML Plumbing Quote Received

Heat Pump Solution

Total Cost \$227,597 ex GST, 80% deposit required

Quote did not address;

- Ability to meet demand
- Reliability/Redundancy
- Schedule and Interruptions during implementation
- Maintenance and fault response
- Future flexibility
- Operating cost reduction
- Options to minimise cash flow impact
- Reference Sites - Implemented similar scale and building structure

September 2024 – Canberra Boilers

Heat Pump Solution

Total Cost \$318,309 inc GST

Progress Payments

Quote did not address;

- Maintenance and fault response
- Future flexibility
- Operating cost reduction
- Options to minimise cash flow impact

Extras not included:

- Electrical supply switchboard likely to need upgrade.

Appendix A

October 2024 – The Energy People

Declined to quote citing *“unfortunately due to the magnitude of this hot water upgrade, it is beyond our scope and we will have to politely decline the installation”*

November 2024 – Canberra Boilers

Quote on **upgrading gas solution to current technology**

Cost \$79,035 inc GST

Due to increased efficiency, ongoing gas cost savings estimated to be circa 15% - 20%

Observations

- i. It is clear that there are many buildings and organisations (eg. hospitals, heat intensive industries) that simply cannot get off gas, so gas is here to stay for the foreseeable future.
- ii. It is also highly probable that the price of gas will continue to rise. Recent concerns with continuing electricity supply coverage may see reinvestment in Australian gas however that is unlikely to prevent gas prices from rising.
- iii. We have searched exhaustively to find suppliers who can provide alternative options. The quotes received to replace Oxley Court hot water system with a non gas alternative are extremely high, do not take into account additional unknowns such as switchboard upgrades, and there is some doubt re effectiveness in a sub zero Canberra winter. A number of suppliers put Oxley Court in the too hard basket. For those prepared to quote, the huge expense is an unacceptable impost on lot owners.

Recommendation

Recommendation going forward for Committee consideration is to:

- e) Closely monitor the performance and reliability of the current 3 gas hot water boilers
- f) Plan finances to upgrade to a current technology gas fired system sometime over the next 3 years
- g) Initiate upgrade when and if one of the existing gas boilers fails.

Appendix B

EV Charging Options

January 2025

Drivers for this review

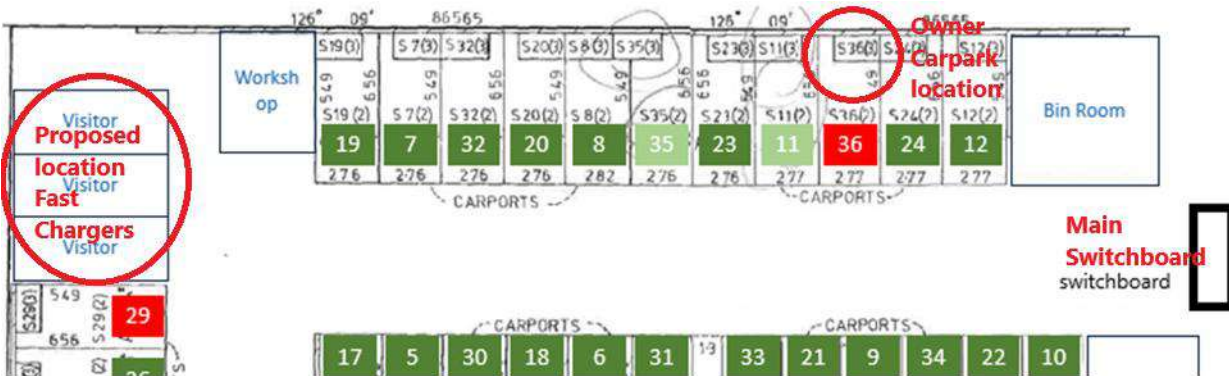
A) Request from Owner Unit 36

In October 2024, the owner of unit 36, Joel Ratcliffe, enquired regarding provision of electrical outlet to his carport location in order to charge his EV.

B) Opportunity to attract more guests

CASA had for some time been curious regarding the potential benefits of installing EV chargers on site to attract more guests, increase tariffs, and/or provide an additional source of income for CASA and hence owners participating in the letting pool.

Locations



Activities and quotes

Whilst initially we thought it prudent to have a review of the switchboard and electrical feed to the premises, we decided, given the expense, that would only be required if we decided to install high-capacity chargers for scenario B above.

Rob embarked on obtaining quotes to provide various levels of charging capability in the visitors carpark area ranging from 15Amp household power to 23Amp or 48Amp, and even noting 11kw via 3 phase power may be available.

2 estimates received:

ACTEWAGL

\$30,000 ext GST, with many assumptions regarding the state of the switchboard which are likely to add to the cost

ENSOL group

\$12,800 ex gst plus installation est \$5,000+, again with assumptions and exclusions such as trenching

Appendix B

Assessment for Hotel Operations

Costs to implement based on quotes above range from \$20,000 to \$30,000+. Given that there are in fact 2 BP Pulse fast chargers at the BP service station 300m away, this level of investment is considered too high so at this stage we will not proceed and will review again in 12 months.

Recommendation

In order to address the need for EV charging for Unit 36 owner the Committee should advise him the following:

- v. The electrical supply to the groundsman workshop is a 10 amp circuit for lighting currently on a timer therefore not suitable for charging of his EV
- vi. The OC would approve the owner to engage a qualified electrician at his cost to;
 - a. Install a 15Amp (or higher provided the integrity of switchboard is not impacted) power point at his carpark location and any desired security devices
 - b. Install conduit and run power cables from the switchboard to that carpark location via the roof rafters and bin room.
 - c. Liaise with the Caretaker to schedule trenching between bin room and switchboard so that inconvenience regarding access to the carpark is minimised, and to ensure that such trenching is effectively sealed and fresh bitumen applied to prevent erosion
 - d. Install that circuit on a separate meter charged to the owner of unit 36
- vii. Provide all relevant certificates of electrical compliance
- viii. Provide evidence of insurance coverage that would cover loss or damage to surrounding buildings and/or other vehicles in the event of fire emanating from his vehicle whilst charging.

Minutes of the Executive Committee Meeting

Owners Corporation Unit Plan 423 - 9 Dawes Street, Griffith ACT

Held at: Kingston Hotel

Date: 25th September, 2025

Time: 10:30am

Minutes by: Rob Dunstan

1. Attendance - Present:

Committee Members

- Rosemary Dupont
- Glenys Patulny
- Brett Harding
- Anna Losanno
- Rob Dunstan

Non Committee Members

- Vince Patulny

Apologies

- Eva Dunstan

2. Financials

As at the 30 August 2025 the financials are:

Admin Fund: \$49,322.04

Sinking Fund: \$65,900.66

Term Deposit: \$26,527.43

3. Minutes of Last Committee Meeting

It was noted that the previously circulated minutes contained a typo regarding date of meeting being stated as 6 July 2024. Amended minutes with corrected meeting date of 6 July 2025 are attached.

Motion:

Approve amended minutes as accurate record of the previous meeting of the Executive Committee UP423.

Motion Carried

4. Hot Water Update

Background and discussion

The caretaker gave the following update:

Replacement of hot water mains servicing apartments in building 1 was carried out with minimal disruption to residents and guests and was successful.

As part of that work, 2 check valves were also diagnosed as needing replacement and were replaced, and the two circulating pumps were serviced and checked for correct operation.

Since then, some isolated instances of hot water not being hot until running hot water for many minutes were detected in a couple of apartments, usually in the early morning. Plumbers have performed extensive

investigative works but have been unable to isolate any cause. There have been no issues for two weeks and the hope is that those instances were a result of air locks in the system that have since cleared.

Two pinhole leaks in hot water pipes in the ceiling of building 6 have occurred and were remediated. The recommendation of plumbers is to perform similar pipe replacement for hot water pipes in building 6 before they deteriorate further. A quote (\$13,213.23 plus GST) has been received and is attached to these minutes.

Replacement of hot water pipes in the other buildings 2, 3, 4 and 5 is not deemed to be necessary at this stage as they are not at the end extremity of the pipe runs and we should only monitor those buildings.

Motion:

Approve and schedule hot water pipe replacement in building 6 at earliest convenience.

Motion Carried

Actions:

- i. Continue to monitor for leaks and cold/hot water issues – **Rob Dunstan – ongoing**
- ii. Liaise with plumber to schedule optimal time for replacement works – likely December this year to avoid hotel peak season – **Rob Dunstan – by 10 October**
- iii. Advise OC Manager of intention to proceed with the building 6 pipe replacement works and request that the costs be incorporated into the sinking fund budget and estimate potential changes to owner levies for consideration at the forthcoming AGM. – **Rosemary – complete**
- iv. The Maintenance Report will be duly updated to incorporate this expenditure.

5. EV Charging Options

Background and discussion

Per previous discussion on this topic and as promised, CASA Hotel provided the EC with a formal review of the operation since May 2025 of the 240v, 10A “slow charge” station (attached).

CASA hotel has found the demand for the system by hotel guests negligible and has terminated offer of the service. In an attempt to provide alternatives for the resident of unit 36, the only owner wishing to use EV charging, the review document provides two options going forward.

Motion:

The EC to accept the EV Charging Facility Review document and support the options for the resident going forward therein.

Motion Carried

6. OC Manager Options

Background and discussion

Following the meeting of the Executive Committee in July this year, members of the Committee led by Rosemary Dupont embarked on a detailed process of identifying, evaluating and seeking proposals from alternative Strata managers as a replacement for Whittles. As per the minutes of July 2025 the decision had been made to replace the current managers due to their poor performance.

A change of Owners Corporation Manager must be made as a resolution at an AGM.

Motion:

The Executive Committee recommends that at the upcoming AGM, owners vote in favour of the motion to replace the current Strata manager, Whittles, with the alternate Strata Manager, Bridge Strata.

Motion Carried

Should the decision to change the Bridge Strata be ratified at the AGM, an orderly transition to Bridge Strata will occur shortly thereafter.

7. Next AGM

The financial year for UP423 ends 30August. Whittles is currently preparing financial statements and budgets for consideration at the AGM. The date for the AGM is yet to be confirmed however the desire of the EC is to hold it at earliest convenience.

Meeting closed at 11:18am.

Attachments

Minutes of the Executive Committee Meeting

Owners Corporation Unit Plan 423 - 9 Dawes Street, Griffith ACT

Held at: Virtual Teams Meeting

Date: 6th July 2025

Time: 3:30pm

Minutes by: Rob Dunstan

1. Attendance - Present:

- Rosemary Dupont
- Glenys Patulny
- Brett Harding
- Anna Losanno
- Eva Dunstan
- Rob Dunstan

2. Financials

Financials as of 6 July 2025:

Admin fund \$38,151.34 plus a debt (unpaid levies) of \$2,376.55

Sinking fund \$ 70,035.66 plus a debt (unpaid levies) of \$996.65

(\$ 25,916.97 of sinking fund is held in a term deposit)

3. Hot Water Pipe Replacement

Background:

We have been experiencing an increasing occurrence of leaking hot water pipes in ceiling spaces and risers. The leaks manifest themselves as a sudden, undetected pinhole leak that is eventually observed when water drips from ceiling and/or riser cavities. Upon detection the impact is catastrophic. In the short term, it takes days to dry out affected ceilings and carpets, refinish ceilings and walls, replace light fittings and address the resultant odour. This has a significant impact on apartment hotel operations in terms of lost revenue, and poor reviews – particularly if we have a full hotel and no spare rooms to relocate guests to. Impacts to owner occupiers are also significant with one owner directly affected recently by water seepage into his apartment, and all occupiers and guests impacted by the need to shut off hot water to the entire complex until the leak is remediated. In the long term, structural damage to walls and wall finishes is highly likely.

The cause is apparently aging and thinning of copper pipes. The Executive Committee understands that this has occurred in the past with pipes in the building housing reception having had pipes replaced at some time in the past. More recently however occurrences have increased in the farthest building from Dawes Street - we have had issues on 8Mar, 11Mar, 6Jun, 7Jun, 9Jun, 10Jun and 5 July. Each time this has incurred a plumber callout with hot water shut off for the duration of the fix.

Earlier this year we realised that this position was unsustainable and engaged Contemporary Plumbing to inspect all feeder hot water pipes in every ceiling and every riser cavity in the complex. They found that some pipes have already been replaced, many were still in good shape, but that we have a big problem in Tower 6 – the building we have had all the issues this year. We subsequently engaged them to conduct an investigation to determine extent of issues and options to remediate. It took two plumbers the best part of a day to complete the

inspection, crawling around in narrow ceiling spaces across all towers. The cost of the inspection and quote was \$825.00 including GST. Subsequently they provided a quote to replace all hot water feed pipes at risk in Tower 6 for a total cost of \$14.5k including GST,

Discussion:

Committee discussion recognised unanimously the need to embark on this repair work ASAP to limit further damage to buildings and the amenity of all occupants. However, Committee wanted to address the fact that we only had one quote for a sizeable expenditure but needed to balance that against the reality that time was of the essence.

Contemporary Plumbing;

- Has demonstrated responsiveness and quality work having attended at short notice each and every occasion in the past we have called them out.
- Their call out rates appear reasonable.
- They are familiar with the site having performed multiple repairs and inspected the property end to end in order to perform their assessment.

To pause while we obtain additional quotes is unattractive given;

- To quote properly another contractor would again need to inspect every riser and ceiling space and would likely request payment prior to starting assessment.
- The time it would take to identify a plumber(s), schedule inspections and provide a quote would add conservatively a delay of another month or more.

Additional questions were raised regarding warranty of works and warranty regarding damage to the roof given they will need to remove tiles to gain access. Rob Dunstan committed to raise additional warranty questions with Contemporary Plumbing.

Motion:

Proceed to engage Contemporary Plumbing to commence the quoted pipe replacement works pending satisfactory responses to additional warranty questions.

Motion Carried

4. Quotation Policy

The urgency of the decision to engage plumber with just one quote highlighted the need to ensure there is good governance to ensure that Owners funds are spent wisely. The Exec Committee reiterated its commitment to obtain a minimum of 2 quotations for major works unless there are circumstances that materially threaten health, safety and/or significant damage to owners assets if left unattended.

5. OC Manager Options

Background:

Some members of the Exec Committee have for some time voiced concern over whether we get better value for money from Whittles, our Strata Manager. Regular and recent experiences include:

- Delayed or no response to emails or phone calls.
- Some issues have had to be worked by Rob and Eva due to lack of response.
- Poor response to requests to obtain quotes for insurance and other items until the last minute leaving the OC with no room for negotiation.
- The Strata Manager having to be hounded by various committee members to obtain an updated status or follow up on issues.
- Failed to follow directives of Exec Committee Chairperson regarding insurance brokers.
- Last year's AGM was not scheduled as required in the last quarter of 2024 despite repeated requests by an owner and then the Chair of the EC. The AGM was eventually scheduled for January 2025.

Compounding these issues is advice from Whittles that our current Strata Manager will shortly be going on parental leave and her replacement will be a person based on Queensland. This raises the question of how we can be adequately serviced by someone who will unlikely understand ACT Strata legislation and the lay of the land.

The Whittles contract is due for renewal on 20 September 2025 so it will not be renewed. The EC is currently seeking quotes from alternate managers.

Actions:

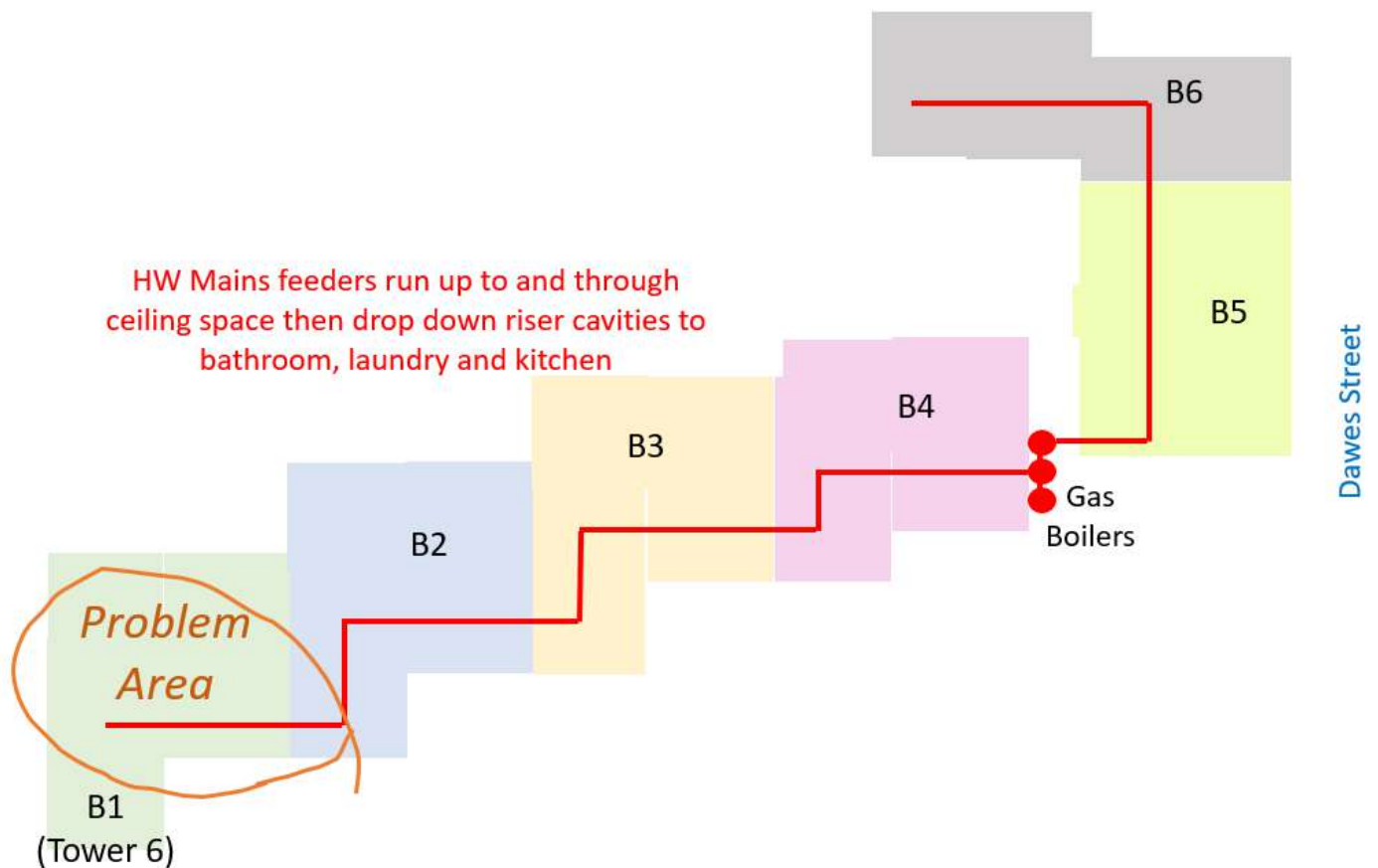
- 1. All Exec Committee members will research and provide names of alternate Strata Managers to gain quotes.
- 2. We will also research the viability (legal and practicality) of performing Strata Manager functions ourselves and what that entails (allowed under the Act).
- 3. Touch base again on Friday to determine any progress.

6. AGM

The Chair will contact the Strata Manager to organise an early date for the AGM.

Meeting closed at 3:30 pm.

Simple diagram of hot water system





www.contemporaryplumbing.com.au

**Contemporary Plumbing
Services Pty Ltd**
Tel. 02 6292 8175

4/3 Beaconsfield St
Fyshwick ACT 2609
ABN 54 665 660 908

THE OWNERS UNIT PLAN NO 423 ABN:
16303785132 c/- Whittles Canberra
PO Box 164
Jamison Centre ACT 2614

CUSTOMER QUOTATION NO. 224963

Quote No: 224963
Site: UP 423 - Oxley Court - 9 Dawes,
Street Kingston
Salesperson: Sam Blayden
Valid For: 30 Day(s)

Quotation to Undertake Replacement of the Hot Water Flow and Return Lines Within Tower 1 Above Reception After Recent Pipework Failures

During our investigation, it was found that this section had the most repairs, including two recent ones that occurred during the course of our inspection.

The cause of the leaks appears to be the internal breakdown and thinning of the copper pipe walls, resulting in splits and pinholes. We suspect this is due to undersized pipework on the return line combined with both circulation pumps running at maximum speed.

To mitigate this, we have reduced the pump speeds and, as part of the proposed works, will upsize the return line pipework to prevent further issues. There is approx 26m of flow pipe work and 26m of return pipe work

Works Include:

- Site establishment and setup of safety exclusions around the work area.
- Set up of EWP (Elevated Work Platform) to assist with roof access and transporting materials into the roof space.
- Use of safety ropes and harnesses in accordance with WHS legislation.
- Transport and positioning of all required pipework into the roof space.
- Installation of new flow and return lines within the roof space, as well as within the service riser down to the ground floor.
- Installation of insulation over all new pipework and securing with appropriate clips.
- Installation of main isolation valves on the new hot water supply line. An access panel will be installed within the unit to allow future access for maintenance and servicing, enabling isolation of the tower individually.
- Coordination and scheduling of a suitable time for boiler shutdown to connect the new supply.
- Removal and disposal of decommissioned pipework from the roof space.
- Testing and commissioning of all new works.
- Site demobilisation and final clean-up, leaving the area clean and tidy.

CUSTOMER QUOTATION NO. 224963

Item	Quantity	Unit Price	Total
Site Establishment	1.00	\$850.00	\$850.00
EWP - 3 Day Hire	1.00	\$2900.00	\$2900.00
KEMBLA HD CU 32 X 122 X 6M - PLN (B) (LEN)	4.00	\$187.93	\$751.72
FIRE RATED INSULATION 32MMX13MM WALL 2M (LEN)	13.00	\$16.00	\$208.00
KEMBLA HD CU (3/4") 20X102X 6M - PLN (B) (LEN)	4.00	\$83.15	\$332.60
FIRE RATED INSULATION 20MMX13MM WALL 2M (LEN)	13.00	\$10.00	\$130.00
Valves, Pipe Fittings and Clips	1.00	\$950.00	\$950.00
Labour			\$7090.91
Sub-Total ex GST			\$13213.23
GST			\$1321.32
Total inc GST			\$14534.55

Thank you.

Sub-Total ex GST \$13213.23
GST \$1321.32
Total inc GST \$14534.55

Contemporary Plumbing Pty Ltd – Terms & Conditions of Trade

- 1. Definitions**
 - 1.1 "CP" means Contemporary Plumbing Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Contemporary Plumbing Pty Ltd.
 - 1.2 "Client" means the person/s buying the Goods as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.
 - 1.3 "Goods" means all Goods or Services supplied by CP to the Client at the Client's request from time to time (where the context so permits the terms "Goods" or "Services" shall be interchangeable for the other).
 - 1.4 "Price" means the Price payable for the Goods as agreed between CP and the Client in accordance with clause 4 below.
 - 2. Acceptance**
 - 2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods.
 - 2.2 These terms and conditions may only be amended with CP's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and CP.
 - 3. Change in Control**
 - 3.1 The Client shall give CP not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax numbers, or business practice). The Client shall be liable for any loss incurred by CP as a result of the Client's failure to comply with this clause.
 - 4. Price and Payment**
 - 4.1 At CP's sole discretion the Price shall be either:
 - (a) as indicated on any invoice provided by CP to the Client; or
 - (b) CP's quoted price (subject to clause 4.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
 - 4.2 CP reserves the right to change the Price if a variation to CP's quotation is requested. Any variation from the plan of scheduled services or specifications (including, but not limited to, any variation as a result of additional services required due to hidden or unidentifiable difficulties such as hard rock barriers below the surface, iron reinforcing rods in concrete, removal of roots, pipe rocks or other above or below ground obstructions or as a result of increases to CP in the cost of materials and labour) will be charged for on the basis of CP's quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.
 - 4.3 At CP's sole discretion a deposit may be required.
 - 4.4 Time for payment for the Goods being by the essence, the Price will be payable by the Client on the date/s determined by CP, which may be:
 - (a) on delivery of the Goods;
 - (b) by way of instalments/progress payments in accordance with CP's payment schedule;
 - (c) thirty (30) days following the end of the month in which a statement is posted to the Client's address or address for notices;
 - (d) the date specified on any invoice or other form as being the date for payment; or
 - (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by CP.
 - 4.5 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (plus a surcharge of up to two point five percent (2.5%) of the Price), or by any other method as agreed to between the Client and CP.
 - 4.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to CP an amount equal to any GST CP must pay for any supply by CP under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.
 - 5. Delivery of Goods**
 - 5.1 Delivery ("Delivery") of the Goods is taken to occur at the time that CP (or CP's nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address.
 - 5.2 At CP's sole discretion the cost of delivery is included in the Price.
 - 5.3 CP may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
 - 5.4 Subject to clause 5.5 it is CP's responsibility to ensure that the Services start as soon as it is reasonably possible.
 - 5.5 The Services commencement date will be put back and/or the completion date extended by whatever time is reasonable in the event that CP claims an extension of time (by giving the Client written notice) where completion is delayed by an event beyond CP's control, including but not limited to any failure by the Client to:
 - (a) make a selection; or
 - (b) have the site ready for the Services; or
 - (c) notify CP that the site is ready.
 - 5.6 Any time or date given by CP to the Client is an estimate only. The Client must still accept delivery of the Goods even if late and CP will not be liable for any loss or damage incurred by the Client as a result of the delivery being late.
 - 6. Risk**
 - 6.1 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.
 - 6.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, CP is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by CP is sufficient evidence of CP's rights to receive the insurance proceeds without the need for any person dealing with CP to make further enquiries.
 - 6.3 If the Client requests CP to leave Goods outside CP's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk.
 - 6.4 Where CP is required to install the Goods the Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and CP shall not be liable for any claims, demands, losses, damages, costs and expenses howsoever caused or arising should the premises or equipment be unable to accommodate the installation.
 - 6.5 The Client acknowledges that the presence of plant or tree root growth and/or other blockages may indicate damaged pipe work and therefore where CP is requested to merely clear such blockages, CP can offer no guarantee against recurrence or further damage. In the event of collapse during the pipe clearing process, CP will immediately advise the Client of the same and shall provide the Client with an estimate for the full repair of the damaged pipe work. Accordingly the Client agrees that these pipes cannot be fixed by simply cutting/planting root growth or cleaning the drain, therefore no warranty is provided against this situation arising again in the future and in respect of any work carried out in relation hereto.
 - 7. Access**
 - 7.1 The Client shall ensure that CP has clear and free access to the work site at all times to enable them to undertake the Services. CP shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of CP.
 - 8. Accuracy of Customers Plans and Measurements**
 - 8.1 CP shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client. The Client acknowledges and agrees that in the event that any of this information provided by the Client is inaccurate, CP accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.
 - 9. Underground Locations**
 - 9.1 Prior to CP commencing any work the Client must advise CP of the precise location of all underground services on the site and clearly mark the same. The underground mains & services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site.
 - 9.2 Whilst CP will take all care to avoid damage to any underground services the Client agrees to indemnify CP in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 9.1.
 - 10. Title**
 - 10.1 CP and the Client agree that ownership of the Goods shall not pass until:
 - (a) the Client has paid CP all amounts owing to CP; and
 - (b) the Client has met all of its other obligations to CP.
 - 10.2 Receipt by CP of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
 - 10.3 It is further agreed that:
 - (a) until ownership of the Goods passes to the Client in accordance with clause 10.1 that the Client is only a bailee of the Goods and must return the Goods to CP on request.
 - (b) the Client holds the benefit of the Client's insurance of the Goods on trust for CP and must pay to CP the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
 - (c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for CP and must pay or deliver the proceeds to CP on demand.
 - (d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of CP and must sell, dispose of or return the resulting product to CP as it so directs.
 - (e) the Client irrevocably authorises CP to enter any premises where CP believes the Goods are kept and recover possession of the Goods.
 - (f) CP may recover possession of any Goods in transit whether or not delivery has occurred.
 - (g) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of CP.
 - (h) CP may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.
- 11. Personal Property Securities Act 2009 ("PPSA")**
 - 11.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
 - 11.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods that have previously been supplied and that will be supplied in the future by CP to the Client.
 - 11.3 The Client undertakes to:
 - (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which CP may reasonably require to;
 - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (ii) register any other document required to be registered by the PPSA; or
 - (iii) correct a defect in a statement referred to in clause 11.3(a)(i) or 11.3(a)(ii);
 - (b) indemnify, and upon demand reimburse, CP for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of CP;
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of CP;
 - (e) immediately advise CP of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
 - 11.4 CP and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
 - 11.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
 - 11.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA in respect of CP.
 - 11.7 Unless otherwise agreed to in writing by CP, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.
 - 11.8 The Client must unconditionally ratify any actions taken by CP under clauses 11.3 to 11.5.
 - 11.9 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.
- 12. Security and Charge**
 - 12.1 In consideration of CP agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
 - 12.2 The Client indemnifies CP from and against all CP's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising CP's rights under this clause.
 - 12.3 The Client irrevocably appoints CP and each director of CP as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on the Client's behalf.
- 13. Defects, Warranties and Returns. Competition and Consumer Act 2010 (CCA)**
 - 13.1 The Client must inspect the Goods on delivery and must within seven (7) days of delivery notify CP in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow CP to inspect the Goods.
 - 13.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions. **Non-Excluded Guarantees**
 - 13.3 CP acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
 - 13.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, CP makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. CP's liability in respect of these warranties is limited to the fullest extent permitted by law.
 - 13.5 If the Client is a consumer within the meaning of the CCA, CP's liability is limited to the extent permitted by section 64 of Schedule 2.
 - 13.6 If CP is required to replace the Goods under this clause or the CCA, but is unable to do so, CP may refund any money the Client has paid for the Goods.
 - 13.7 If the Client is not a consumer within the meaning of the CCA, CP's liability for any defect or damage in the Goods is:
 - (a) limited to the value of any express warranty or warranty card provided to the Client by CP at CP's sole discretion;
 - (b) limited to any warranty to which CP is entitled, if CP did not manufacture the Goods; or
 - (c) otherwise negated absolutely.
 - 13.8 Subject to this clause 13, returns will only be accepted provided that:
 - (a) the Client has complied with the provisions of clause 13.1; and
 - (b) CP has agreed that the Goods are defective; and
 - (c) the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and
 - (d) the Goods are returned in as close a condition to that in which they were delivered as is possible.
 - 13.9 Notwithstanding clauses 13.1 to 13.8 but subject to the CCA, CP shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
 - (a) the Client failing to properly maintain or store any Goods;
 - (b) the Client using the Goods for any purpose other than that for which they were designed;
 - (c) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
 - (d) the Client failing to follow any instructions or guidelines provided by CP;
 - (e) fair wear and tear, any accident, or act of God.
 - 13.10 CP may in its absolute discretion accept non-defective Goods for return in which case CP may require the Client to pay handling fees of up to twenty percent (20%) of the value of the returned Goods plus any freight costs.
 - 13.11 Notwithstanding anything contained in this clause if CP is required by a law to accept a return then CP will only accept a return on the conditions imposed by that law.
- 14. Intellectual Property**
 - 14.1 Where CP has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of CP.
 - 14.2 The Client warrants that all designs, specifications or instructions given to CP will not cause CP to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify CP against any action taken by a third party against CP in respect of any such infringement.
 - 14.3 The Client agrees that CP may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which CP has created for the Client.
- 15. Default and Consequences of Default**
 - 15.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at CP's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
 - 15.2 If the Client owes CP any money the Client shall indemnify CP from and against all costs and disbursements incurred by CP in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, CP's Contract default fees, and bank disbursement fees).
 - 15.3 Without prejudice to any other remedies CP may have, if at any time the Client is in breach of obligation (including those relating to payment) under these terms and conditions CP may suspend or terminate the supply of Goods to the Client. CP will not be liable to the Client for any loss or damage the Client suffers because CP has exercised its rights under this clause.
 - 15.4 Without prejudice to CP's other remedies at law CP shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to CP shall, whether or not due for payment, become immediately payable if:
 - (a) any money payable to CP becomes overdue, or in CP's opinion the Client will be unable to make a payment when it falls due;
 - (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
- 16. Compliance with Laws**
 - 16.1 The Client and CP shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services.
 - 16.2 The Client agrees that the site will comply with any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.
- 17. Cancellation**
 - 17.1 CP may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice CP shall repay to the Client any money paid by the Client for the Goods. CP shall not be liable for any loss or damage whatsoever arising from such cancellation.
 - 17.2 In the event that the Client cancels delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by CP as a direct result of the cancellation (including, but not limited to, any loss of profits).
 - 17.3 Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.
- 18. Privacy Act 1988**
 - 18.1 The Client agrees for CP to obtain from a credit reporting agency a credit report containing personal credit information about the Client in relation to credit provided by CP.
 - 18.2 The Client agrees that CP may exchange information about the Client with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:
 - (a) to assess an application by the Client; and/or
 - (b) to notify other credit providers of a default by the Client; and/or
 - (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
 - (d) to assess the creditworthiness of the Client.
 - 18.3 The Client understands that the information exchanged can include anything about the Client's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.
 - 18.4 The Client consents to CP being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
 - 18.5 The Client agrees that personal credit information provided may be used and retained by CP for the following purposes (and for other purposes as shall be agreed between the Client and CP or required by law from time to time):
 - (a) the provision of Goods; and/or
 - (b) the marketing of Goods by CP, its agents or distributors; and/or
 - (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
 - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
 - (e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Goods.
 - 18.6 CP may give information about the Client to a credit reporting agency for the following purposes:
 - (a) to obtain a consumer credit report about the Client;
 - (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.
 - 18.7 The information given to the credit reporting agency may include:
 - (a) personal particulars (the Client's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
 - (b) details concerning the Client's application for credit or commercial credit and the amount requested;
 - (c) advice that CP is a current credit provider to the Client;
 - (d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
 - (e) that the Client's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
 - (f) information that, in the opinion of CP, the Client has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Client's credit obligations);
 - (g) advice that cheques drawn by the Client for one hundred dollars (\$100) or more, have been dishonoured more than once;
 - (h) that credit provided to the Client by CP has been paid or otherwise discharged.
- 19. Other Applicable Legislation**
 - 19.1 At CP's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services under the provisions of the Building and Construction Industry Security of Payments Act 1999 (New South Wales), Building and Construction Industry (Security of Payment) Act 2009 (Australian Capital Territory) may apply.
 - 19.2 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the any of the Acts listed in clause 19.1 (each as applicable), except to the extent permitted by the Act where applicable.
- 20. General**
 - 20.1 The failure by CP to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect CP's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, enforceability, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
 - 20.2 These terms and conditions and any contract to which they apply shall be governed by the laws Australian Capital Territory in which CP has its principal place of business, and are subject to the jurisdiction of the Canberra Courts in that state.
 - 20.3 Subject to clause 13 CP shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by CP of these terms and conditions (alternatively CP's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
 - 20.4 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by CP nor to withhold payment of any invoice because part of that invoice is in dispute.
 - 20.5 CP may license or sub-contract all or any part of its rights and obligations without the Client's consent.
 - 20.6 The Client agrees that CP may amend these terms and conditions at any time. If CP makes a change to these terms and conditions, then that change will take effect from the date on which CP notifies the Client of such a change. The Client will be taken to have accepted such changes if the Client makes a further request for CP to provide Goods to the Client.
 - 20.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
 - 20.8 The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.

Please note that a larger print version of these terms and conditions is available from CP on request.



EV Charging Facility Review September 2025

Background

The Executive Committee (EC) anticipated demand from hotel guests, and the OC received a request from one resident, regarding provision of EV charging facilities.

In addition, the Caretaker observed, on multiple occasions, guests and a resident drawing electricity from an external power outlet without approval (nor payment to the OC) and creating a trip hazard from cords draped across pathways.

Accordingly, the EC investigated options to provide electric vehicle charging options on site. Quotes for commercial fast charging options were sought with quotes in excess of \$20,000 deemed too expensive.

CASA then researched, designed and implemented a “Slow Charge” 240v 10A outlet to provide an overnight charging facility, prevent electricity theft, and remove the trip hazard. The system comprises:

- Underground duct to remove trip hazards
- WiFi remote control to activate/deactivate switch
- Electricity usage logging
- Plus agreed processes to log actual electricity consumption and reimburse OC the cost of electricity used.

The system is managed by CASA hotel Caretaker.

Utilisation & Commercials

The system went live in May 2025. Since then the system has received;

- 1 booking from a hotel guest (and only one other enquiry)
- 2 bookings from owner unit 36
- In addition, recovered costs for 2 previous usages by owner unit 36 prior to installation of the Wi-Fi managed system

Commercial summary (see appendix 1)

- Total payments received - \$79.72
- Total to date energy cost - \$65.77 (for reimbursement to OC)
- Net received by hotel to manage the process - \$13.95

Issues

- i. EV charging has virtually no demand from hotel guests, possibly influenced by BP Pulse a few blocks away
- ii. Administration effort required by hotel, typically after hours
- iii. Repeated complaints from resident regarding charging mechanism and hotel administrative cost recovery that was viewed as “margin”

Observations

- i. The implementation of the system has resolved the safety issues around cable trip hazard, and has eliminated unauthorised theft of electricity from OC funded power outlet
- ii. However given the extremely low demand and high overhead of operating the system, the system is not commercially viable. CASA hotel has terminated the administration of the service.

Options for Resident

Going forward, options for the single resident using an EV for consideration by the Executive Committee are as follows;

- a. **Use Commercial** - Utilise commercial EV charging facilities such as BP Pulse or other convenient facilities
- b. **Preferential use of installed equipment** – Owner of unit 36 to be granted preferential use of the installed charging station, with ability to control at own discretion. CASA Hotel can provide iPhone app and access codes to owner so that the owner can start/stop electricity flow at will.

CASA hotel to support the system (that operates on hotel WiFi). CASA Hotel will interrogate the system on a monthly basis and report to OC monthly usage by the owner in order that the OC Manager can invoice the owner for electricity consumed. Associated charges to owner:

- i. Cost of electricity used at the rate levied by the electricity provider.
- ii. Monthly charge for CASA Hotel for system support and to download and report usage to Body Corporate Manager - \$100.00/month.
- iii. Reimbursement of any costs that might flow to the OC by the Body Corporate Manager associated with issuing invoices to recover costs for this service. This might be charged at a rate as high as \$200 per hour.

Appendix 1 – Bookings detail as of 22Sep2025

Bookings Detailed									
Booking Date From 01-May-24									
Booking Date To 18/9/2025									
Date	PrenoID	Name	#Hours	Kwh Used	@ Rate	Energy Cost	\$ Paid	OC Reimb	Hotel
2/05/2025	N/A	Joel Radcliffe <i>Testing agreed \$13.00 fee</i>	12	26.635	0.4554	\$ 12.13	\$12.13	\$	0.00
28/05/2025	16331	Anthony Ulrich <i>Paid Credit Card attached to room booking</i>	6	8.602	0.4554	\$ 3.92	\$10.00	07/07/2025	\$ 6.08
29/05/2025	N/A	Joel Radcliffe - Agreed F <i>Agreed to pay for prior unauthorised connection</i>	12	28.550	0.4554	\$ 13.00	\$13.00	\$	0.00
29/05/2025	N/A	Joel Radcliffe - Agreed F <i>Agreed to pay for prior unauthorised connection</i>	12	28.550	0.4554	\$ 13.00	\$13.00	\$	0.00
15/09/2025		Joel Radcliffe <i>\$31.12 plus 1.5% = \$31.59</i>	24	52.080	0.4554	\$ 23.72	\$31.59	\$	7.87
			66	144.417	\$	65.77	\$79.72	\$	13.95

Appendix 2 – Other costs related to providing the service

Installation:				Admin
<u>Charged to Hotel</u>				Per session:
Outdoor power point	Amazon	\$ 103.25		Monitor & respond Emails 24x7
WiFi controller	Bunnings	\$ 22.00		Check Credit Card matches ID
Conduit	Bunnings	\$ 40.30		Process payment to Trust Account
Power Cable	Jaycar	\$ 13.95		Initiate session and set timer
Sign Frame	Bunnings	\$ 32.99		Confirm session complete
Concrete	Bunnings	\$ 8.09		Provide help & respond to queries
conduit	Bunnings	\$ 2.91		Record actual usage and reset meter
Outlet cover box	Jaycar	\$ 34.95		
Sealant	Bunnings	\$ 8.00		Quarterly:
Install equipment labour	2 hrs @ \$50	\$ 100.00		Produce quarterly record
		\$ 366.44		Analyse and review
<u>Not charged to hotel - CASA absorbed</u>				Remit Payment to OC
Configure devices & WiFi, test	2 hrs @ \$100	\$ 200.00		
Web site backend	2 hrs @ \$100	\$ 200.00		
Software Track and reimburse OC	4 hrs @ \$100	\$ 400.00		
		\$ 800.00		

Minutes of the Executive Committee Meeting

Owners Corporation Unit Plan 423 - 9 Dawes Street, Griffith ACT

Held at: Virtual Teams Meeting

Date: 6th July 2024

Time: 3:30pm

Minutes by: Rob Dunstan

1. Attendance - Present:

- Rosemary Dupont
- Glenys Patulny
- Brett Harding
- Anna Losanno
- Eva Dunstan
- Rob Dunstan

2. Financials

Financials as of 6 July:

Admin fund \$38,151.34 plus a debt (unpaid levies) of \$2,376.55

Sinking fund \$ 70,035.66 plus a debt (unpaid levies) of \$996.65

(\$ 25,916.97 of sinking fund is held in a term deposit)

3. Hot Water Pipe Replacement

Background:

We have been experiencing an increasing occurrence of leaking hot water pipes in ceiling spaces and risers. The leaks manifest themselves as a sudden, undetected pinhole leak that is eventually observed when water drips from ceiling and/or riser cavities. Upon detection the impact is catastrophic. In the short term, it takes days to dry out affected ceilings and carpets, refinish ceilings and walls, replace light fittings and address the resultant odour. This has a significant impact on apartment hotel operations in terms of lost revenue, and poor reviews – particularly if we have a full hotel and no spare rooms to relocate guests to. Impacts to owner occupiers are also significant with one owner directly affected recently by water seepage into his apartment, and all occupiers and guests impacted by the need to shut off hot water to the entire complex until the leak is remediated. In the long term, structural damage to walls and wall finishes is highly likely.

The cause is apparently aging and thinning of copper pipes. The Executive Committee understands that this has occurred in the past with pipes in the building housing reception having had pipes replaced at some time in the past. More recently however occurrences have increased in the farthest building from Dawes Street - we have had issues on 8Mar, 11Mar, 6Jun, 7Jun, 9Jun, 10Jun and 5 July. Each time this has incurred a plumber callout with hot water shut off for the duration of the fix.

Earlier this year we realised that this position was unsustainable and engaged Contemporary Plumbing to inspect all feeder hot water pipes in every ceiling and every riser cavity in the complex. They found that some pipes have already been replaced, many were still in good shape, but that we have a big problem in Tower 6 – the building we have had all the issues this year. We subsequently engaged them to conduct an investigation to determine extent of issues and options to remediate. It took two plumbers the best part of a day to complete the

inspection, crawling around in narrow ceiling spaces across all towers. The cost of the inspection and quote was \$825.00 including GST. Subsequently they provided a quote to replace all hot water feed pipes at risk in Tower 6 for a total cost of \$14.5k including GST,

Discussion:

Committee discussion recognised unanimously the need to embark on this repair work ASAP to limit further damage to buildings and the amenity of all occupants. However, Committee wanted to address the fact that we only had one quote for a sizeable expenditure but needed to balance that against the reality that time was of the essence.

Contemporary Plumbing;

- Has demonstrated responsiveness and quality work having attended at short notice each and every occasion in the past we have called them out.
- Their call out rates appear reasonable.
- They are familiar with the site having performed multiple repairs and inspected the property end to end in order to perform their assessment.

To pause while we obtain additional quotes is unattractive given;

- To quote properly another contractor would again need to inspect every riser and ceiling space and would likely request payment prior to starting assessment.
- The time it would take to identify a plumber(s), schedule inspections and provide a quote would add conservatively a delay of another month or more.

Additional questions were raised regarding warranty of works and warranty regarding damage to the roof given they will need to remove tiles to gain access. Rob Dunstan committed to raise additional warranty questions with Contemporary Plumbing.

Motion:

Proceed to engage Contemporary Plumbing to commence the quoted pipe replacement works pending satisfactory responses to additional warranty questions.

Motion Carried

4. Quotation Policy

The urgency of the decision to engage plumber with just one quote highlighted the need to ensure there is good governance to ensure that Owners funds are spent wisely. The Exec Committee reiterated its commitment to obtain a minimum of 2 quotations for major works unless there are circumstances that materially threaten health, safety and/or significant damage to owners assets if left unattended.

5. OC Manager Options

Background:

Some members of the Exec Committee have for some time voiced concern over whether we get better value for money from Whittles, our Strata Manager. Regular and recent experiences include:

- Delayed or no response to emails or phone calls.
- Some issues have had to be worked by Rob and Eva due to lack of response.
- Poor response to requests to obtain quotes for insurance and other items until the last minute leaving the OC with no room for negotiation.
- The Strata Manager having to be hounded by various committee members to obtain an updated status or follow up on issues.
- Failed to follow directives of Exec Committee Chairperson regarding insurance brokers.
- Last year's AGM was not scheduled as required in the last quarter of 2024 despite repeated requests by an owner and then the Chair of the EC. The AGM was eventually scheduled for January 2025.

Compounding these issues is advice from Whittles that our current Strata Manager will shortly be going on parental leave and her replacement will be a person based on Queensland. This raises the question of how we can be adequately serviced by someone who will unlikely understand ACT Strata legislation and the lay of the land.

The Whittles contract is due for renewal on 20 September 2025 so it will not be renewed. The EC is currently seeking quotes from alternate managers.

Actions:

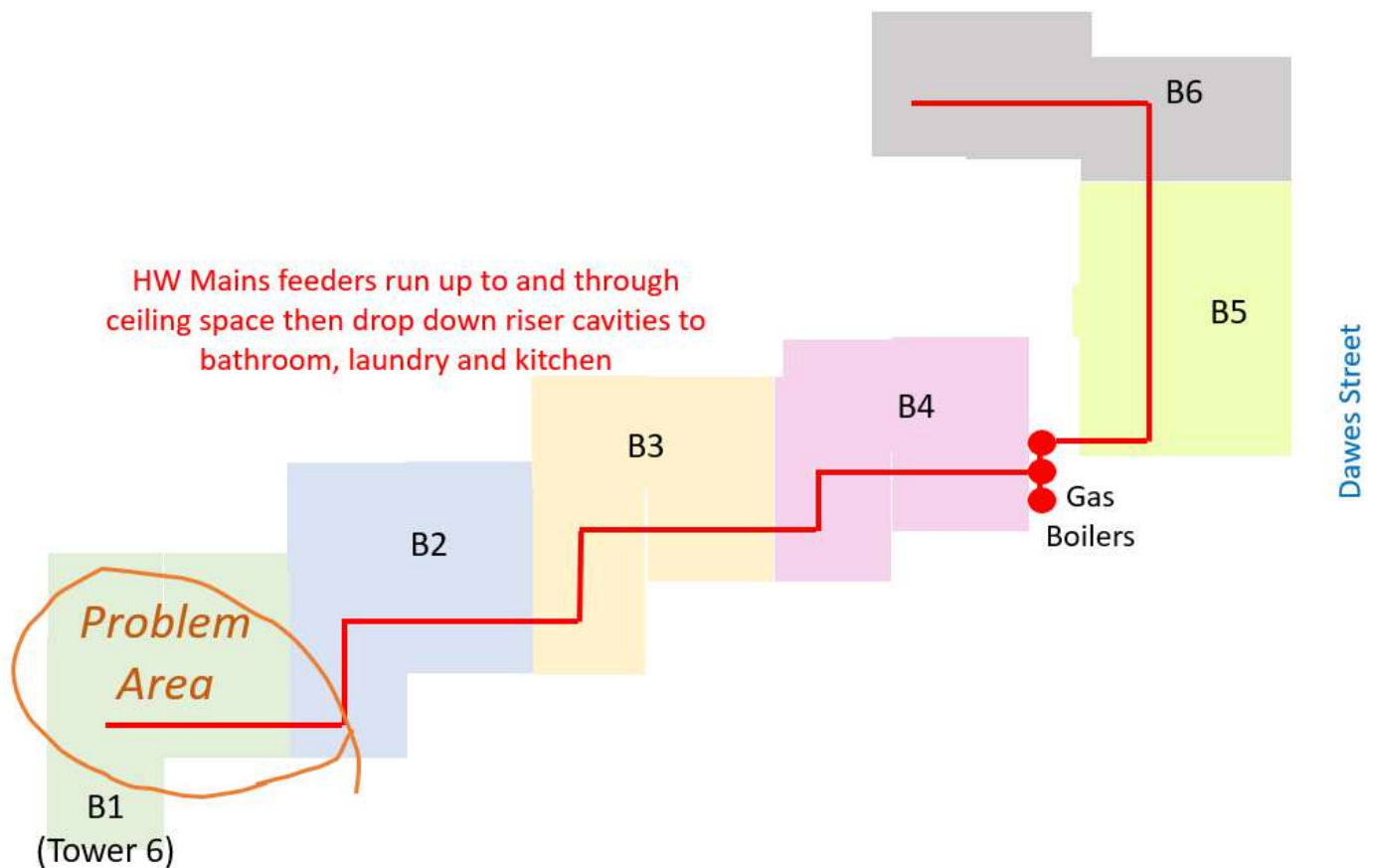
1. All Exec Committee members will research and provide names of alternate Strata Managers to gain quotes.
2. We will also research the viability (legal and practicality) of performing Strata Manager functions ourselves and what that entails (allowed under the Act).
3. Touch base again on Friday to determine any progress.

6. AGM

The Chair will contact the Strata Manager to organise an early date for the AGM.

Meeting closed at 3:30 pm.

Simple diagram of hot water system



Minutes of the Executive Committee Meeting

Owners Corporation Unit Plan 423 - 9 Dawes Street, Griffith ACT

Held at: Kingston Hotel, Corner Canberra Avenue and Giles Street, Kingston

Date: 8th October 2024

Time: 10.30 am

Minutes by: Rob Dunstan

1. Attendance - Present:

- Rosemary Dupont
- Glenys Patulny
- Brett Harding
- Anna Losanno
- Eva Dunstan
- Rob Dunstan

2. Update Status of Gas Hot Water Replacement Options

1 old expired and 2 current quotations for replacement of current gas hot water systems with electrically powered heat pump based systems were received in anticipation of future removal of, or significantly increased tariffs for, gas supply in the future as ACT weans itself off gas. Quotes received so far are very expensive and do not include any costs of upgrading electrical switchboard and/or electrical feed to the premises that are likely to be required. The Executive Committee recognises further investigations are required to identify more cost effective solutions and where financial assistance could be found. A key aspect to be clarified for this challenge (and also EV charging - see next item) is a) the capacity of Oxley Court electrical switchboard and b) energy available from electricity provider.

Actions:

- Request re-quote by Actewagl for heat pump solution. Liaise with Actewagl to ensure all relevant information is provided to support decision making – **Rob**
- Conduct detailed search for available government information on solutions, subsidies and/or interest free loans to migrate to clean energy – **Glenys/Anna**
- Consult with neighbouring complex – Manuka Park – to ascertain their approach to migration from gas and if we can glean any learnings – **Eva**
- Consult Strata Association resources to identify useful solutions and/or resources - **Rosemary**
- Explore options for commissioning a site assessment of current electrical infrastructure including requirements to increase loads – **Rob**

3. Electric Vehicle (EV) Charging Facilities

A request was received from an apartment owner to connect into the existing electricity supply within Oxley Court for the purposes of charging his EV. It has also been suggested that installation of EV charging facilities may be beneficial to the short-term letting enjoyed by the majority of Oxley Owners. It was agreed that the first step must be to determine the capabilities of the current electrical supply infrastructure and options to augment/expand if required.

Actions:

- Site Assessment – see action 1.v above
- Discuss current situation with lot owner requesting charging facilities and outline EC forward plans - **Eva**
- Government help – incorporate electrical infrastructure upgrades for EV's in action 1.ii above

- iv. Manuka park has installed a charger system for guests – discuss with Manuka Park their experience with a view to identifying learnings and potential providers – **Eva**
- v. Canvas potential EV charger suppliers to identify potential options for implementing fast or destination chargers - **Rob**

4. General Update

Fire Safety – Audit and testing of all smoke alarms in all letting pool apartments was undertaken by Rob. Quite a few smoke alarms with integrated batteries were replaced, as well as the usual battery replacements of those with removable batteries. Owners of units not in the pool encouraged to perform your own regular checks as well. In addition, an audit of all fire extinguishers in letting pool apartments was completed resulting in replacement of seven out of date extinguishers.

Tree Overhanging Carport – Large branches overhanging the carport posing fall threat, as well as depositing leaves on carport roof promoting rust, were trimmed back. Costs of the work was split 50/50 with neighbouring apartment and Unit Plan 423. Trees touching walls beside driveway were also trimmed.

Gutters and Downpipes - Gutters and blocked downpipes were cleaned. Heavy rains after the maintenance showed water ingress has been eliminated.

Roof Leak – Roof leak above apartment 32 was repaired.

5. General Business

Rosemary raised her concern again about Insurance especially in light of the recent Four Corners program (The Strata Gap). She recommended that the Owner's Corporation request detailed information from the Insurance Broker about any insurer that refuses to quote due to there apparently being a monopoly on one particular insurer in the market. Rosemary also raised concerns over the potential for a conflict of interest with the Body Corporate Manager also being the owner of the Broking firm being used to gain quotes for insurance policies.

Meeting closed at 11:40 pm.

Sinking Fund Plan

Oxley Court
9 Dawes Street, Griffith, ACT 2603
Scheme Number: 423



COMPILED BY STEVE VILJOEN

On 16 June 2020 for the
15 Years Commencing: 1 August 2020
QIA Job Reference Number: 148097

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

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

LOCATION

9 Dawes Street, Griffith, ACT 2603

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:	\$1.20
Number of Lot/Unit Entitlements:	10000
Opening Balance:	\$60,000.00
The proposed Sinking Fund Levy per entitlement is:	\$1.92

METHODOLOGY

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

The report will generally categorise costs as follows:

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

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

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

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

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

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

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

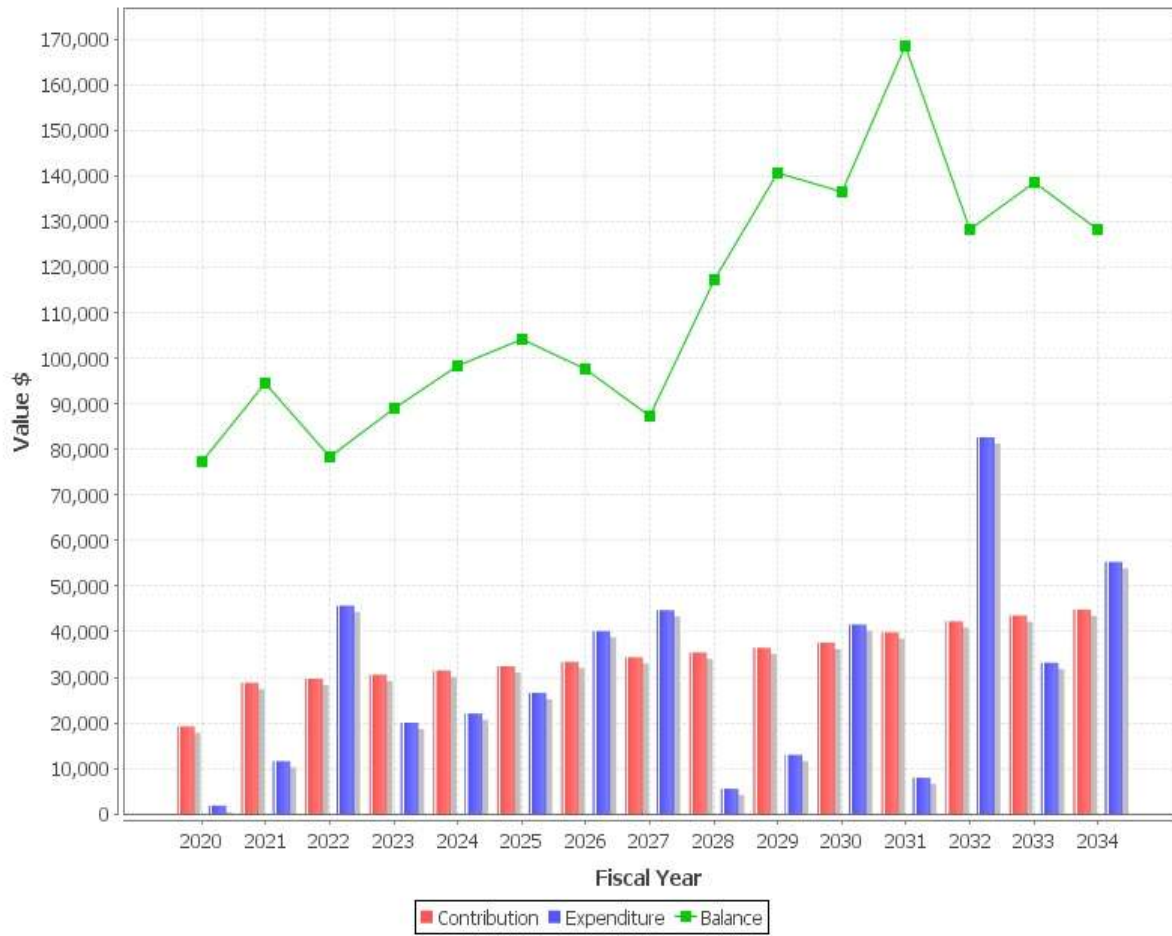
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

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

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/08/2020	\$60,000	\$19,200	\$1.92	\$1,800	\$77,400
2	01/08/2021	\$77,400	\$28,800	\$2.88	\$11,587	\$94,613
3	01/08/2022	\$94,613	\$29,664	\$2.97	\$45,712	\$78,566
4	01/08/2023	\$78,566	\$30,554	\$3.06	\$20,019	\$89,100
5	01/08/2024	\$89,100	\$31,471	\$3.15	\$22,029	\$98,542
6	01/08/2025	\$98,542	\$32,415	\$3.24	\$26,570	\$104,387
7	01/08/2026	\$104,387	\$33,387	\$3.34	\$40,141	\$97,633
8	01/08/2027	\$97,633	\$34,389	\$3.44	\$44,743	\$87,279
9	01/08/2028	\$87,279	\$35,420	\$3.54	\$5,509	\$117,190
10	01/08/2029	\$117,190	\$36,483	\$3.65	\$12,963	\$140,710
11	01/08/2030	\$140,710	\$37,577	\$3.76	\$41,582	\$136,706
12	01/08/2031	\$136,706	\$39,866	\$3.99	\$7,935	\$168,636
13	01/08/2032	\$168,636	\$42,294	\$4.23	\$82,698	\$128,233
14	01/08/2033	\$128,233	\$43,563	\$4.36	\$33,179	\$138,616
15	01/08/2034	\$138,616	\$44,870	\$4.49	\$55,301	\$128,185

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

August 2020	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$1,800
<u>Total Forecast Expenditure for year - August 2020 (Inc GST):</u>	<u>\$1,800</u>
Includes GST amount of :	\$164
August 2021	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$1,854
DRIVEWAYS, PATHWAYS & PARKING	
- Topcoat bitumen driveway surface (partial accrual)	\$6,955
- Maintain bitumen driveway (Patchwork)	\$1,021
STAIRWELL	
- Provision for ongoing replacement of door closers	\$1,756
<u>Total Forecast Expenditure for year - August 2021 (Inc GST):</u>	<u>\$11,587</u>
Includes GST amount of :	\$1,053
August 2022	Expense Inc GST
SUPERSTRUCTURE	
- Repaint previously painted exterior building surfaces	\$1,935
- Repaint balcony/patio ceilings	\$7,133
- Repaint fascia (includes carports)	\$6,779
- Repaint vent/downpipes	\$6,058
- Repaint soffits	\$7,907
- Scaffold/access equip allowance	\$4,958
- Repaint door face (includes carports)	\$4,976

August 2022 continued		Expense Inc GST
SUPERSTRUCTURE		
- Replace external doors		\$2,103
- Repaint carport posts/columns		\$1,952
- Capital Replacement - General		\$1,910
<u>Total Forecast Expenditure for year - August 2022 (Inc GST):</u>		<u>\$45,712</u>
Includes GST amount of :		\$4,156
August 2023		Expense Inc GST
SUPERSTRUCTURE		
- Provision to replace balustrade fixings		\$992
- Capital Replacement - General		\$1,967
DRIVEWAYS, PATHWAYS & PARKING		
- Provision to replace speedhumps		\$2,575
STAIRWELL		
- Replace carpet		\$14,485
<u>Total Forecast Expenditure for year - August 2023 (Inc GST):</u>		<u>\$20,019</u>
Includes GST amount of :		\$1,820
August 2024		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$2,026
DRIVEWAYS, PATHWAYS & PARKING		
- Topcoat bitumen driveway surface (partial accrual)		\$7,600
- Maintain paved pathways 10% of total		\$1,683
- Repaint line marking (carports)		\$4,292

August 2024 continued	Expense Inc GST
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FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$6,427
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<u>Total Forecast Expenditure for year - August 2024 (Inc GST):</u>	<u>\$22,029</u>
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Includes GST amount of :	\$2,003
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August 2025	Expense Inc GST
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SUPERSTRUCTURE

- Maintain balcony/patio floor tiles 10% of total	\$5,591
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- Capital Replacement - General	\$2,087
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DRIVEWAYS, PATHWAYS & PARKING

- Maintain bitumen driveway (Patchwork)	\$1,149
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EXTERNAL WORKS

- Maintain common pipework 3% of total	\$2,270
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$1,524
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TOILET

- Provision to maintain floor tiles 10% of total	\$92
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ROOF

- Maintain roof ridge capping/tiles	\$9,812
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STAIRWELL

- Provision for ongoing replacement of door closers	\$1,977
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- Maintain floor tiles 10% of total	\$2,069
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<u>Total Forecast Expenditure for year - August 2025 (Inc GST):</u>	<u>\$26,570</u>
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Includes GST amount of :	\$2,415
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August 2026		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$2,149
DRIVEWAYS, PATHWAYS & PARKING		
- Maintain concrete driveway 3% of total		\$355
TOILET		
- Repaint walls		\$747
- Repaint ceiling		\$173
STAIRWELL		
- Repaint walls		\$22,403
- Repaint ceiling		\$6,845
- Repaint handrails		\$3,085
- Repaint door face		\$4,383
<u>Total Forecast Expenditure for year - August 2026 (Inc GST):</u>		<u>\$40,141</u>
Includes GST amount of :		\$3,649

August 2027		Expense Inc GST
SUPERSTRUCTURE		
- Provision to replace balustrade fixings		\$1,116
- Repaint carport walls		\$7,692
- Capital Replacement - General		\$2,214
DRIVEWAYS, PATHWAYS & PARKING		
- Topcoat bitumen driveway surface (partial accrual)		\$8,305

August 2027 continued	Expense Inc GST
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FURNITURE & FITTINGS

- Provision to replace intercom handsets	\$13,293
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- Provision to upgrade intercom systems & associated equipment	\$12,123
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<u>Total Forecast Expenditure for year - August 2027 (Inc GST):</u>	<u>\$44,743</u>
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Includes GST amount of :	\$4,068
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August 2028	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$2,280
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ROOF

- Provision to maintain roof fixtures and flashings	\$3,229
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<u>Total Forecast Expenditure for year - August 2028 (Inc GST):</u>	<u>\$5,509</u>
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Includes GST amount of :	\$501
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August 2029	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$2,349
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TOILET

- Provision to replace toilet and basin	\$939
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FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$7,451
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STAIRWELL

- Provision for ongoing replacement of door closers	\$2,225
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<u>Total Forecast Expenditure for year - August 2029 (Inc GST):</u>	<u>\$12,963</u>
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Includes GST amount of :	\$1,178
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August 2030		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$2,419
DRIVEWAYS, PATHWAYS & PARKING		
- Topcoat bitumen driveway surface (partial accrual)		\$9,075
ROOF		
- Provision to replace guttering in 10 years		\$30,088
<u>Total Forecast Expenditure for year - August 2030 (Inc GST):</u>		<u>\$41,582</u>
Includes GST amount of :		\$3,780

August 2031		Expense Inc GST
SUPERSTRUCTURE		
- Provision to replace balustrade fixings		\$1,256
- Capital Replacement - General		\$2,492
DRIVEWAYS, PATHWAYS & PARKING		
- Maintain paved pathways 10% of total		\$2,070
- Replace driveway entry gates		\$2,117
<u>Total Forecast Expenditure for year - August 2031 (Inc GST):</u>		<u>\$7,935</u>
Includes GST amount of :		\$721

August 2032		Expense Inc GST
SUPERSTRUCTURE		
- Repaint previously painted exterior building surfaces		\$2,601
- Repaint balcony/patio ceilings		\$9,586
- Repaint fascia (includes carports)		\$9,111
- Repaint vent/downpipes		\$8,142
- Repaint soffits		\$10,626

August 2032 continued	Expense Inc GST
SUPERSTRUCTURE	
- Scaffold/access equip allowance	\$6,663
- Repaint door face (includes carports)	\$6,688
- Repaint carport posts/columns	\$2,623
- Maintain balcony/patio floor tiles 10% of total	\$6,877
- Capital Replacement - General	\$2,566
EXTERNAL WORKS	
- Maintain common pipework 3% of total	\$2,791
FENCING	
- Provision to replace colorbond fencing in 20 years (partial accrual)	\$1,428
FURNITURE & FITTINGS	
- Provision to replace outdoor furniture	\$4,281
TOILET	
- Provision to maintain floor tiles 10% of total	\$113
STAIRWELL	
- Maintain floor tiles 10% of total	\$2,544
- Provision to replace hot water heater tanks 275 litre in 20 years	
- Provision to replace hot water heater tanks 275 litre in 20 years (partial accrual)	\$6,058
<u>Total Forecast Expenditure for year - August 2032 (Inc GST):</u>	<u>\$82,698</u>
Includes GST amount of :	\$7,518

August 2033	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$2,643
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DRIVEWAYS, PATHWAYS & PARKING

- Topcoat bitumen driveway surface (partial accrual)	\$9,917
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- Maintain concrete driveway 3% of total	\$437
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FURNITURE & FITTINGS

- Provision to replace mail boxes	\$12,005
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- Ongoing partial replacement of exterior lighting	\$1,930
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ROOF

- Provision to maintain roof fixtures and flashings	\$3,744
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STAIRWELL

- Provision for ongoing replacement of door closers	\$2,504
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<u>Total Forecast Expenditure for year - August 2033 (Inc GST):</u>	<u>\$33,179</u>
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Includes GST amount of :	\$3,016
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August 2034	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$2,723
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DRIVEWAYS, PATHWAYS & PARKING

- Repaint line marking (carports)	\$5,769
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FENCING

- Provision to replace colorbond fencing in 20 years (partial accrual)	\$1,515
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- Replace powder coated baluster fencing in 15 years	\$24,507
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- Replace powder coated pedestrian gates in 15 years	\$2,948
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FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$8,637
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August 2034 continued	Expense Inc GST
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ROOF

- Provision to replace down pipes in 35 years (partial accrual)	\$2,776
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- PLANT & EQUIPMENT

- Provision to replace hot water heater tanks 275 litre in 20 years (partial accrual)	\$6,427
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Total Forecast Expenditure for year - August 2034 (Inc GST): \$55,301

Includes GST amount of : \$5,027

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
SUPERSTRUCTURE																		
- Repaint previously painted exterior building surfaces	\$1,610	2022	10			1935										2601		
- Repaint balcony/patio ceilings	\$5,934	2022	10			7133										9586		
- Repaint fascia (includes carports)	\$5,640	2022	10			6779										9111		
- Repaint vent/downpipes	\$5,040	2022	10			6058										8142		
- Repaint soffits	\$6,578	2022	10			7907										10626		
- Scaffold/access equip allowance	\$4,125	2022	10			4958										6663		
- Repaint door face (includes carports)	\$4,140	2022	10			4976										6688		
- Replace external doors	\$1,750	2022	25			2103												
- Provision to replace balustrade fixings	\$801	2023	4				992				1116				1256			
- Repaint carport walls	\$5,520	2027	10								7692							
- Repaint carport posts/columns	\$1,624	2022	10			1952										2623		
- Maintain balcony/patio floor tiles 10% of total	\$4,257	2025	7						5591							6877		
- Capital Replacement - General	\$1,589	2020	1	1800	1854	1910	1967	2026	2087	2149	2214	2280	2349	2419	2492	2566	2643	2723
DRIVEWAYS, PATHWAYS & PARKING																		
- Topcoat bitumen driveway surface (partial accrual)	\$5,960	2021	3		6955			7600			8305			9075			9917	

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain bitumen driveway (Patchwork)	\$875	2021	4		1021				1149									
- Maintain paved pathways 10% of total	\$1,320	2024	7					1683							2070			
- Maintain concrete driveway 3% of total	\$262	2026	7							355							437	
- Replace driveway entry gates	\$1,350	2031	35												2117			
- Repaint line marking (carports)	\$3,366	2024	10					4292										5769
- Provision to replace speedhumps	\$2,080	2023	20				2575											
EXTERNAL WORKS																		
- Maintain common pipework 3% of total	\$1,728	2025	7						2270							2791		
FENCING																		
- Provision to replace colorbond fencing in 20 years (partial accrual)	\$884	2032	2													1428		1515
- Replace powder coated baluster fencing in 15 years	\$14,300	2034	40															24507
- Replace powder coated pedestrian gates in 15 years	\$1,720	2034	40															2948
FURNITURE & FITTINGS																		
- Provision to replace outdoor furniture	\$2,650	2032	25													4281		
- Provision to replace mail boxes	\$7,215	2033	40														12005	

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
FURNITURE & FITTINGS																		
- Ongoing partial replacement of exterior lighting	\$1,160	2025	8						1524								1930	
- Provision to replace intercom handsets	\$9,540	2027	20								13293							
- Provision to upgrade intercom systems & associated equipment	\$8,700	2027	20								12123							
TOILET																		
- Repaint walls	\$552	2026	10							747								
- Provision to maintain floor tiles 10% of total	\$70	2025	7						92							113		
- Provision to replace toilet and basin	\$635	2029	20										939					
- Repaint ceiling	\$128	2026	10							173								
FIRE PROTECTION SYSTEMS																		
- Provision to replace portable fire extinguishers	\$5,040	2024	5					6427					7451					8637
ROOF																		
- Maintain roof ridge capping/tiles	\$7,470	2025	12						9812									
- Provision to replace guttering in 10 years	\$19,760	2030	35											30088				
- Provision to replace down pipes in 35 years (partial accrual)	\$1,620	2034	5															2776
- Provision to maintain roof fixtures and flashings	\$2,250	2028	5									3229					3744	

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
STAIRWELL																		
- Repaint walls	\$16,560	2026	10							22403								
- Repaint ceiling	\$5,060	2026	10							6845								
- Repaint handrails	\$2,280	2026	10							3085								
- Provision for ongoing replacement of door closers	\$1,505	2021	4		1756				1977				2225				2504	
- Maintain floor tiles 10% of total	\$1,575	2025	7						2069							2544		
- Replace carpet	\$11,700	2023	12				14485											
- Repaint door face	\$3,240	2026	10							4383								
PLANT & EQUIPMENT																		
- Provision to replace hot water heater tanks 275 litre in 20 years (partial accrual)	\$3,750	2032	2													6058		6427
Total				1800	11587	45712	20019	22029	26570	40141	44743	5509	12963	41582	7935	82698	33179	55301
Includes GST amount of				164	1053	4156	1820	2003	2415	3649	4068	501	1178	3780	721	7518	3016	5027

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
SUPERSTRUCTURE																		
- Repaint previously painted exterior building surfaces	\$1,610	2022	10	626	1271	1935	227	461	701	949	1205	1468	1739	2018	2305	2601	305	619
- Repaint balcony/patio ceilings	\$5,934	2022	10	2308	4685	7133	836	1697	2585	3498	4439	5409	6407	7436	8495	9586	1124	2281
- Repaint fascia (includes carports)	\$5,640	2022	10	2193	4452	6779	795	1613	2457	3325	4219	5141	6090	7067	8074	9111	1068	2168
- Repaint vent/downpipes	\$5,040	2022	10	1960	3979	6058	710	1442	2195	2971	3771	4594	5442	6316	7215	8142	954	1938
- Repaint soffits	\$6,578	2022	10	2558	5193	7907	927	1882	2865	3878	4921	5996	7102	8242	9417	10626	1246	2529
- Scaffold/access equip allowance	\$4,125	2022	10	1604	3256	4958	581	1180	1796	2432	3086	3760	4454	5168	5905	6663	781	1586
- Repaint door face (includes carports)	\$4,140	2022	10	1610	3268	4976	583	1184	1803	2441	3097	3774	4470	5188	5927	6688	784	1592
- Replace external doors	\$1,750	2022	25	680	1381	2103	121	245	373	505	641	781	925	1074	1227	1384	1547	1714
- Provision to replace balustrade fixings	\$801	2023	4	237	481	733	992	267	542	825	1116	300	609	928	1256	338	686	1044
- Repaint carport walls	\$5,520	2027	10	865	1756	2674	3619	4592	5595	6628	7692	902	1830	2787	3772	4787	5833	6909
- Repaint carport posts/columns	\$1,624	2022	10	632	1282	1952	229	464	707	957	1215	1480	1753	2035	2324	2623	307	624
- Maintain balcony/patio floor tiles 10% of total	\$4,257	2025	7	864	1755	2672	3616	4589	5591	897	1822	2774	3755	4765	5805	6877	1104	2240
- Capital Replacement - General	\$1,589	2020	1	1800	1854	1910	1967	2026	2087	2149	2214	2280	2349	2419	2492	2566	2643	2723
DRIVEWAYS, PATHWAYS & PARKING																		
- Topcoat bitumen driveway surface (partial accrual)	\$5,960	2021	3	3426	6955	2459	4991	7600	2687	5454	8305	2936	5960	9075	3208	6513	9917	

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain bitumen driveway (Patchwork)	\$875	2021	4	503	1021	275	558	849	1149									
- Maintain paved pathways 10% of total	\$1,320	2024	7	317	644	980	1326	1683	270	548	835	1130	1434	1747	2070	332	674	1027
- Maintain concrete driveway 3% of total	\$262	2026	7	46	94	143	194	246	300	355	57	116	176	239	303	369	437	70
- Replace driveway entry gates	\$1,350	2031	35	149	303	461	624	792	965	1143	1326	1515	1710	1911	2117	99	200	304
- Repaint line marking (carports)	\$3,366	2024	10	808	1641	2499	3382	4292	503	1022	1555	2105	2672	3255	3856	4475	5112	5769
- Provision to replace speedhumps	\$2,080	2023	20	615	1249	1902	2575	173	351	535	724	919	1119	1326	1539	1758	1984	2216
EXTERNAL WORKS																		
- Maintain common pipework 3% of total	\$1,728	2025	7	351	712	1085	1468	1863	2270	364	739	1126	1524	1934	2356	2791	448	909
FENCING																		
- Provision to replace colorbond fencing in 20 years (partial accrual)	\$884	2032	2	91	186	283	383	485	591	701	813	929	1048	1171	1298	1428	746	1515
- Replace powder coated baluster fencing in 15 years	\$14,300	2034	40	1318	2675	4073	5513	6996	8523	10097	11717	13386	15105	16876	18700	20579	22514	24507
- Replace powder coated pedestrian gates in 15 years	\$1,720	2034	40	159	322	490	663	842	1025	1215	1409	1610	1817	2030	2249	2475	2708	2948
FURNITURE & FITTINGS																		
- Provision to replace outdoor furniture	\$2,650	2032	25	274	556	847	1147	1455	1773	2100	2437	2785	3142	3511	3890	4281	246	499
- Provision to replace mail boxes	\$7,215	2033	40	703	1426	2172	2939	3730	4545	5384	6248	7138	8055	8999	9971	10973	12005	519

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
FURNITURE & FITTINGS																		
- Ongoing partial replacement of exterior lighting	\$1,160	2025	8	236	478	728	986	1251	1524	217	441	671	908	1152	1404	1663	1930	275
- Provision to replace intercom handsets	\$9,540	2027	20	1495	3035	4621	6254	7937	9670	11454	13293	893	1814	2762	3738	4744	5779	6846
- Provision to upgrade intercom systems & associated equipment	\$8,700	2027	20	1363	2768	4214	5704	7238	8818	10446	12123	815	1654	2519	3409	4326	5271	6244
TOILET																		
- Repaint walls	\$552	2026	10	97	198	301	408	518	631	747	87	178	270	366	465	566	670	778
- Provision to maintain floor tiles 10% of total	\$70	2025	7	14	29	44	60	76	92	15	30	46	62	78	95	113	18	37
- Provision to replace toilet and basin	\$635	2029	20	82	166	253	343	435	530	628	728	832	939	63	128	195	264	335
- Repaint ceiling	\$128	2026	10	23	46	70	94	120	146	173	20	41	63	85	107	131	155	180
FIRE PROTECTION SYSTEMS																		
- Provision to replace portable fire extinguishers	\$5,040	2024	5	1211	2457	3742	5065	6427	1403	2849	4338	5871	7451	1627	3302	5028	6806	8637
ROOF																		
- Maintain roof ridge capping/tiles	\$7,470	2025	12	1517	3079	4689	6346	8053	9812	986	2001	3047	4124	5233	6376	7553	8765	10014
- Provision to replace guttering in 10 years	\$19,760	2030	35	2349	4769	7261	9828	12472	15196	18001	20890	23866	26931	30088	1400	2843	4328	5858
- Provision to replace down pipes in 35 years (partial accrual)	\$1,620	2034	5	149	303	461	624	792	965	1144	1327	1516	1711	1912	2118	2331	2550	2776
- Provision to maintain roof fixtures and flashings	\$2,250	2028	5	318	645	982	1330	1687	2056	2435	2826	3229	705	1432	2180	2950	3744	817

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
STAIRWELL																		
- Repaint walls	\$16,560	2026	10	2924	5935	9037	12232	15523	18912	22403	2626	5331	8117	10987	13943	16988	20124	23353
- Repaint ceiling	\$5,060	2026	10	893	1813	2761	3737	4743	5778	6845	802	1629	2480	3357	4260	5190	6149	7136
- Repaint handrails	\$2,280	2026	10	403	817	1244	1684	2138	2604	3085	362	734	1118	1513	1920	2339	2771	3215
- Provision for ongoing replacement of door closers	\$1,505	2021	4	865	1756	473	959	1461	1977	532	1080	1644	2225	599	1215	1850	2504	
- Maintain floor tiles 10% of total	\$1,575	2025	7	320	649	989	1338	1698	2069	332	674	1026	1389	1763	2148	2544	408	829
- Replace carpet	\$11,700	2023	12	3462	7028	10702	14485	1455	2954	4498	6088	7726	9413	11150	12940	14783	16682	18638
- Repaint door face	\$3,240	2026	10	572	1161	1768	2393	3037	3700	4383	514	1043	1588	2149	2728	3323	3937	4569
- PLANT & EQUIPMENT																		
- Provision to replace hot water heater tanks 275 litre in 20 years (partial accrual)	\$3,750	2032	2	388	787	1199	1623	2059	2509	2972	3449	3941	4447	4968	5505	6058	3166	6427
TOTAL ACCRUALS				43578	78730	79287	96440	109740	119024	114378	104559	132924	155132	149738	177217	130885	138214	119912

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

REPORT INFORMATION

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

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

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

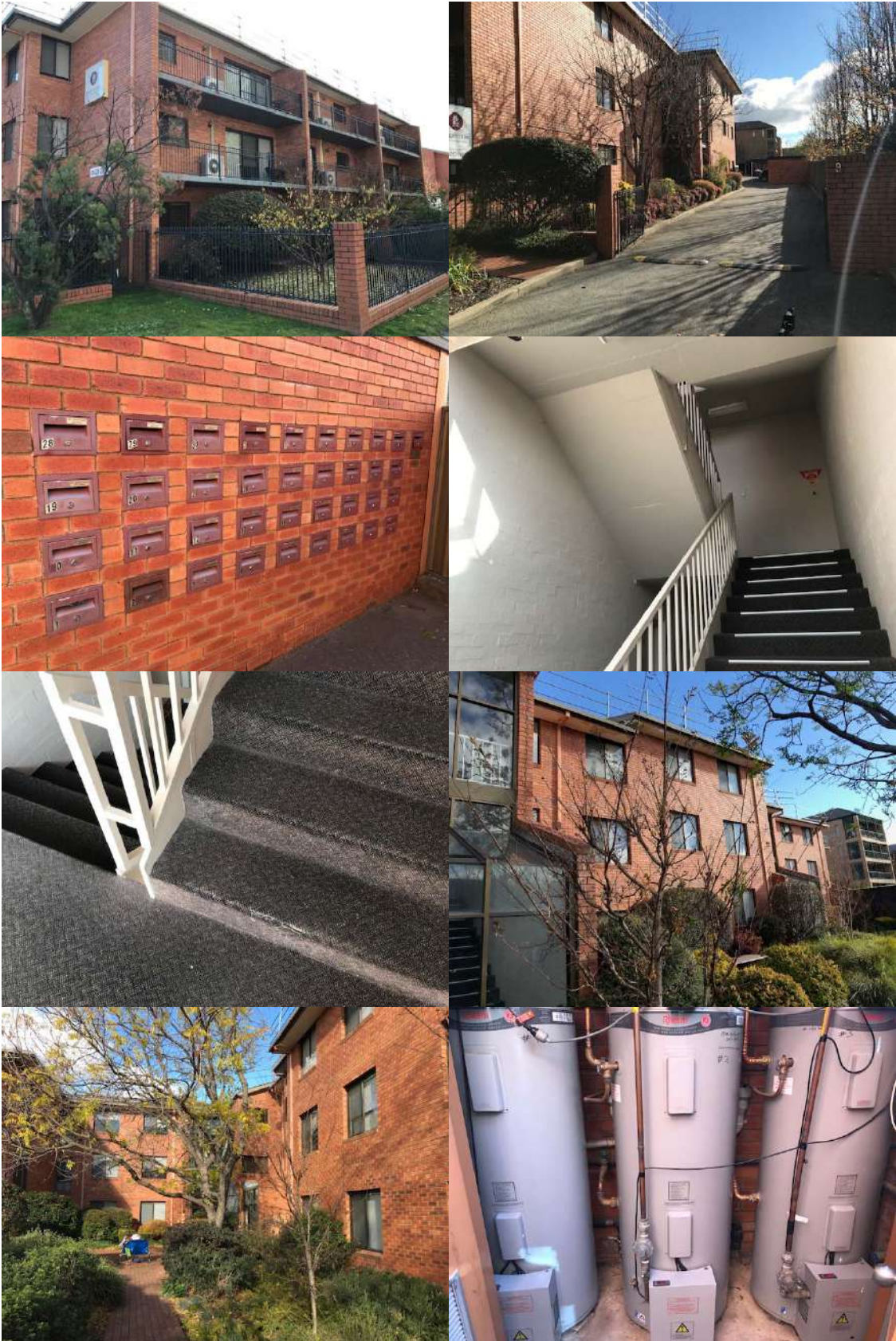
This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report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

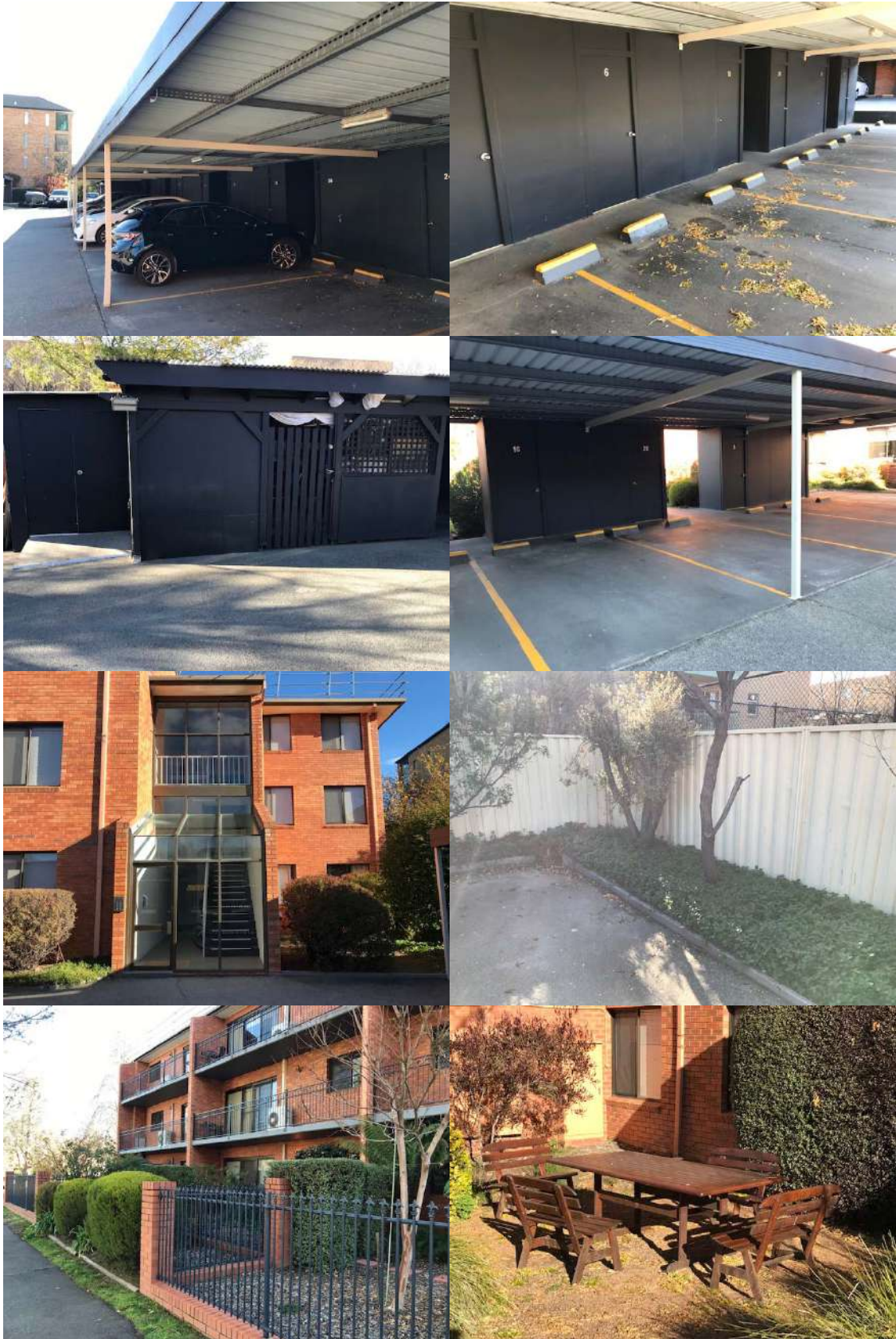
The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific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

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

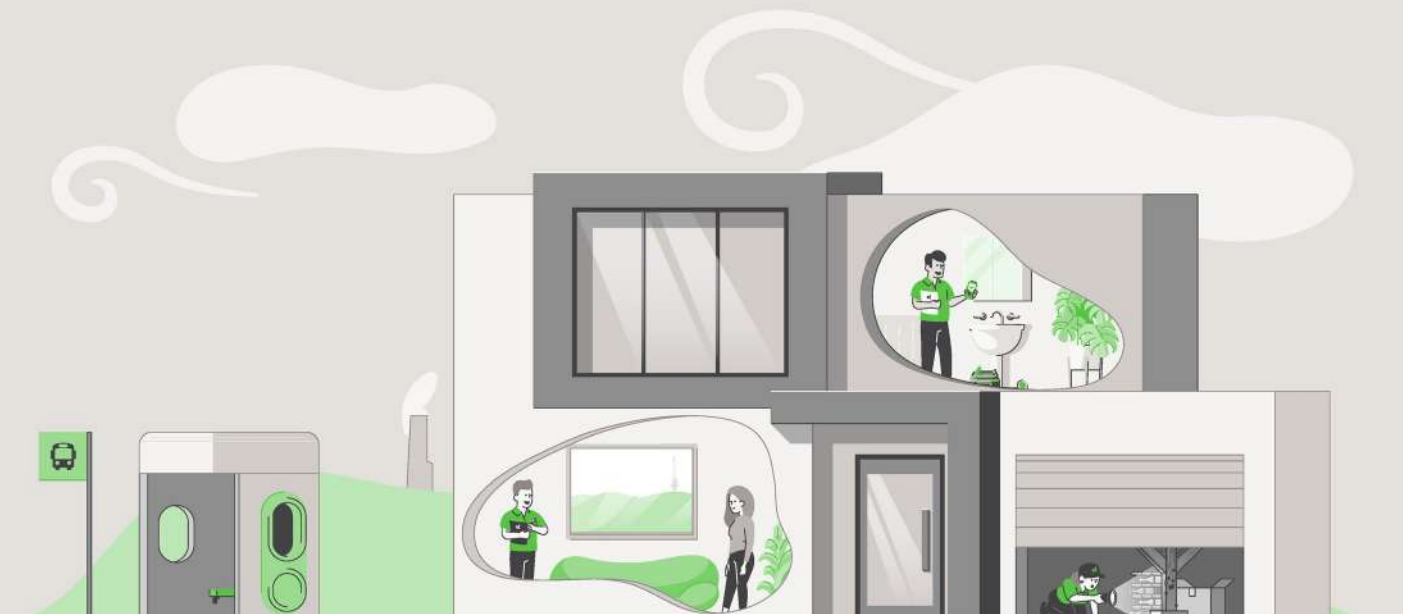
AREAS NOT INSPECTED

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

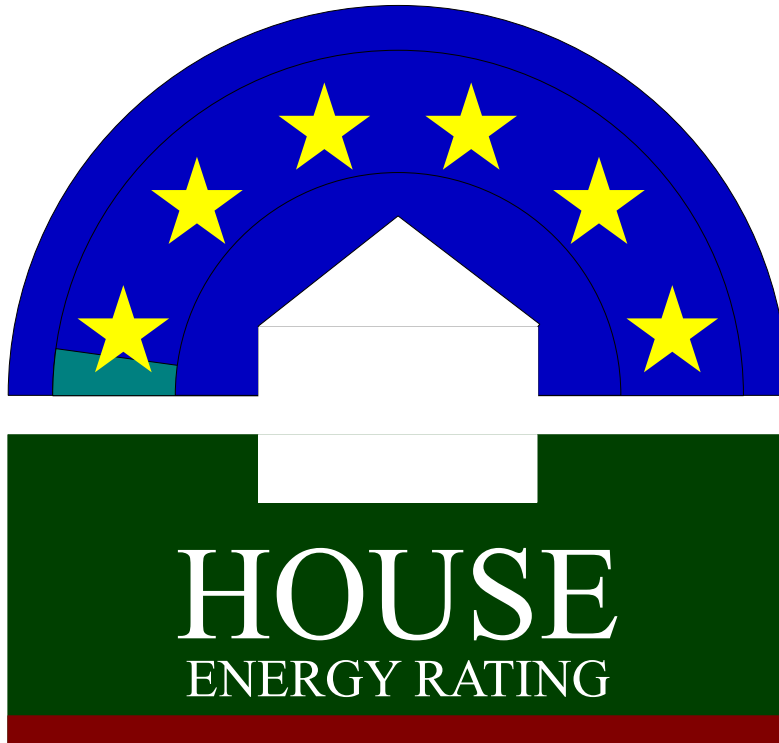




Energy Efficiency Report



FirstRate Report



YOUR HOUSE ENERGY RATING IS:
in Climate: 24

0 STARS

SCORE: -116 POINTS

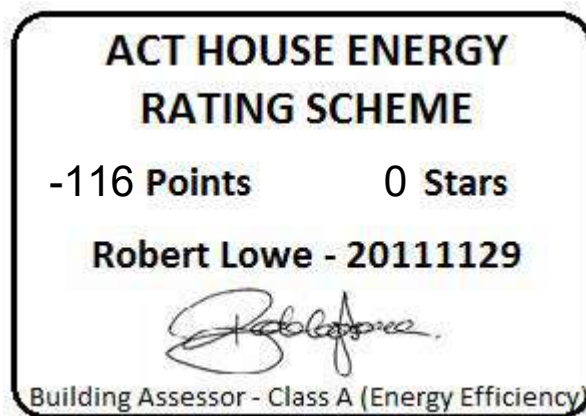
Name: Pochi

Ref No: 68563

House Title: Unit 32 Block 20 Section 20 GRIFFITH

Date: 02-03-2026

Address: 32/9 Dawes Street, Griffith ACT 2603


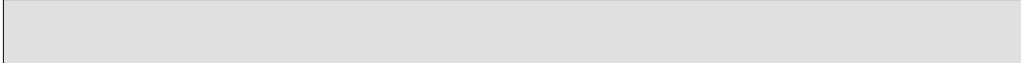


This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.

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	-116	
Potential	17	

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

Design options

Additional points

Change ceiling insulation	R 3	106
Change curtain to	Heavy Drapes & Pelmet	18
Seal Exhaust fans		9

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	-116	No Stars
-----------------------	-------------	-----------------

Largest windows in the dwelling;

Direction : South West

Area : 9 m²

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. South West	-115	No Stars
2. West	-116	No Stars
3. North West	-112	No Stars
4. North	-108	No Stars
5. North East	-108	No Stars
6. East	-116	No Stars
7. South East	-121	No Stars
8. South	-117	No Stars

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 32 Block 20 Section 20 GRIFFITH, 32/9 Dawes Street, Griffith ACT 2603

Assessor's Name:

Net Conditioned Floor Area: 63.2 m²

Feature		Points				
		Winter	Summer	Total		
CEILING		-84	-20	-103		
Surface Area:	0	Insulation:	-103			
WALL		-24	4	-19		
Surface Area:	-13	Insulation:	-18	Mass: 12		
FLOOR		22	-5	17		
Surface Area:	16	Insulation:	-2	Mass: 4		
AIR LEAKAGE (Percentage of score shown for each element)		-1	0	-1		
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	17 %			
Exhaust Fans	69 %	Doors	2 %			
Down Lights	0 %	Gaps (around frames)	13 %			
DESIGN FEATURES		0	1	1		
Cross Ventilation	1					
ROOF GLAZING		0	0	0		
Winter Gain	0	Winter Loss	0			
WINDOWS		-28	-8	-36		
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
NE	2	4%	-9	10	-2	-1
SW	9	14%	-36	11	-4	-29
NW	2	3%	-7	4	-1	-3
Total	13	20%	-52	25	-7	-36

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

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

		Winter	Summer	Total
RATING	No Stars	-115	-27	-116*

* includes 26 points from Area Adjustment

Detailed House Data

House Details

ClientName Pochi
HouseTitle Unit 32 Block 20 Section 20 GRIFFITH
StreetAddress 32/9 Dawes Street, Griffith ACT 2603
FileCreated 02-03-2026

Climate Details

State
Town Canberra
Postcode 2600
Zone 24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	Enclosed	No	Yes	No	Carp	R0.0	54.0m ²
2	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	16.0m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Cavity	No	R0.0	18.8m	2.6m
2	Brick Cavity	Yes	R0.0	12.3m	2.6m
3	Brick Cavity	No	R0.5	6.5m	2.6m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Standard	No	No	R0.0	70.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	SW	2.1m	3.1m	No	SG	ALSTD	CW	No	0.9m	0.9m	0.4m
2	NE	1.4m	1.6m	No	SG	ALSTD	CW	No	0.9m	0.9m	1.0m
3	SW	1.4m	1.6m	No	SG	ALSTD	HB	No	0.9m	0.9m	1.0m
4	NW	1.0m	1.6m	No	SG	ALSTD	VE	No	0.0m	0.0m	0.0m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	SW	2.1m	3.1m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	3.3m	0.0m
2	NE	1.4m	1.6m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	1.2m	1.0m
3	SW	1.4m	1.6m	0.0m	0.0m	0.0m	0.0m	1.4m	1.2m	0.0m	0.0m
4	NW	1.0m	1.6m	3.0m	3.9m	12.0m	-11.1m	10.0m	0.8m	0.0m	0.0m

Zoning Details

Is there Cross Flow Ventilation ? Good

Air Leakage Details

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

	Sealed	UnSealed
Chimneys	0	0
Vents	0	0

Fans	0	2
Downlights	0	0
Skylights	0	0
Utility Doors	0	0
External Doors	1	0
Unflued Gas Heaters		0
Percentage of Windows Sealed		98%
Windows - Average Gap		Small
External Doors - Average Gap		Small
Gaps & Cracks Sealed		Yes

Insurance Certificates & Tax Invoice



Pest Controllers Combined Liability Certificate of Currency

The Policy below is current until 4.00pm on the expiry date shown below

INSURED:	ACT Property Inspections Pty Ltd
BUSINESS DESCRIPTION:	General Pest & Weed Control Timber Pest Inspections Termite Barrier Installations Pre-Purchase House Pest Inspections Building Inspections (Non Pest Related) Energy Efficiency Ratings Compliance Reports
POLICY REFERENCE:	09A349653PLB
PERIOD OF INSURANCE:	From: 4.00pm on 30/03/2025 To: 4.00pm on 30/03/2026
POLICY CLASS:	Pest Controllers Combined Liability
SUMS INSURED:	Section 1: General Public & Products Liability \$20,000,000 Our maximum liability in respect of any claim or series of claims for Personal Injury, Property Damage or Advertising Liability caused by or arising out of any one occurrence; and \$20,000,000 Our total aggregate liability during any one period of insurance for all claims arising out of Your Product Section 2: Professional Indemnity \$5,000,000 Our maximum liability in respect of any Claim or any series of Claims inclusive of costs and expenses. \$10,000,000 Our total aggregate liability for all Claims inclusive of costs and expenses.

This Certificate of Currency is subject to the Policy Documentation to be read in conjunction with the Definitions, Conditions and Exclusions in the Pest Controllers Combined Liability Insurance Policy.

Date Issued: 28 March 2025



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

Caterina Pochi
32/9 Dawes St
GRIFFITH ACT 2603
AUSTRALIA

Invoice Date
24 Feb 2026

Invoice Number
INV-68563

ABN
33 600 397 466

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

Description	Quantity	Unit Price	GST	Amount AUD
Energy Efficiency Report	1.00	348.26	10%	348.26
ACTPLA - EER ESDD Lodgement Fee (no GST)	1.00	41.91	GST Free	41.91
			Subtotal	390.17
			TOTAL GST 10%	34.83
			TOTAL AUD	425.00

Due Date: 6 Mar 2026

Payment Terms: 7 Day Account

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

Direct Deposit

BSB: 012084

Account Number: 194679655

Account Name: ACT Property Inspections Pty Ltd

Please reference your name and invoice number

Cheques - please make payable to ACT Property Inspections Pty Ltd

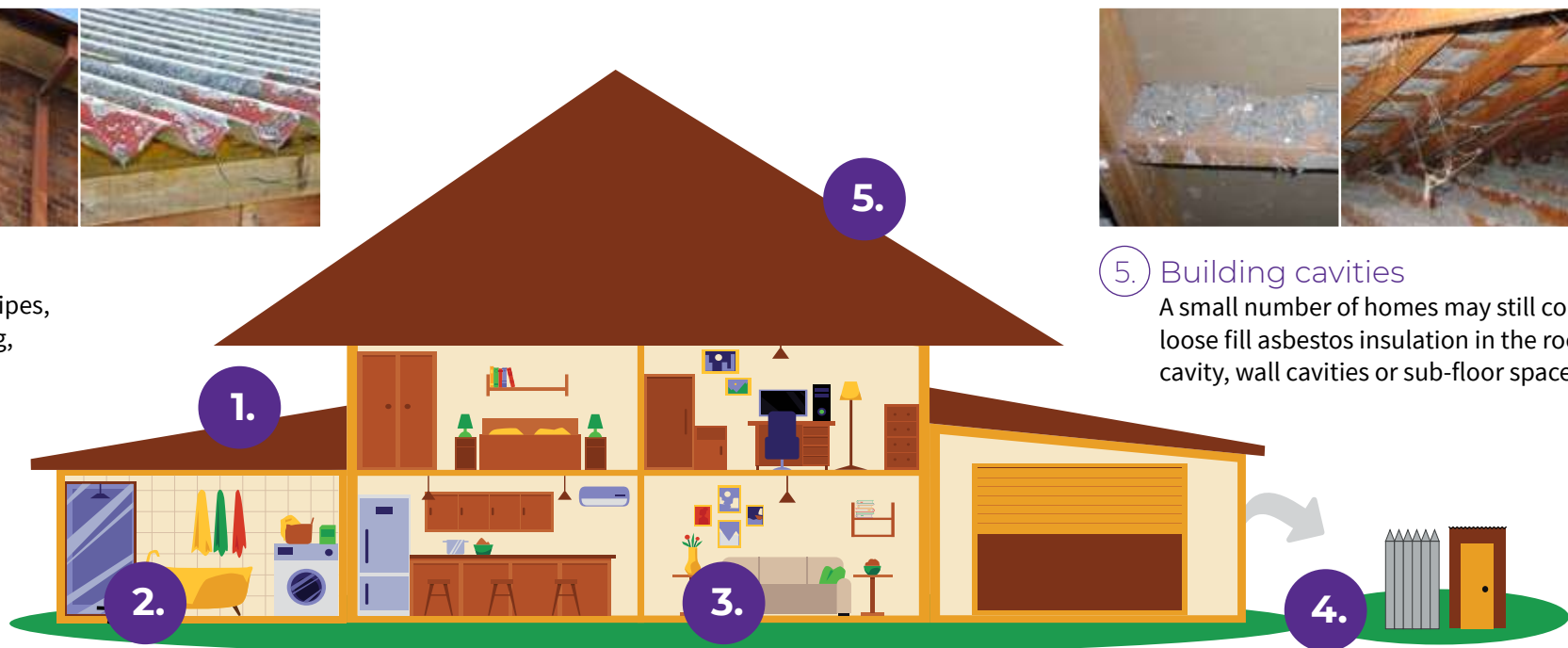
[View and pay online now](#)

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

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



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



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



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



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



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

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

Assess the risk

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

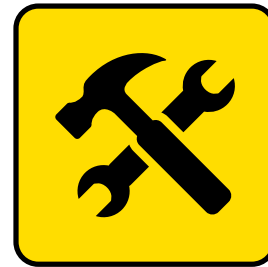
Asbestos materials become dangerous when:



Broken or in poor
condition



Damaged
accidentally



Disturbed during
renovation or repairs



Loose fill asbestos
insulation



Manage asbestos safely

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

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