

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		45	15797	1	76	Taylor
		AND KNOWN AS 45/10 MARGULES CRESCENT, TAYLOR ACT 2913				
Seller	Full name	TAMARA JAYNE NELSON				
	ACN/ABN					
	Address	6 HYBON AVENUE, QUEANBEYAN EAST, NSW 2620				
Seller Solicitor	Firm	GRIFFIN LEGAL				
	Email	KELLY.BUSH@GRIFFINLEGAL.COM.AU				
	Phone	02 6198 3100	REF KELLY BUSH			
	DX/Address	GPO BOX 1789, CANBERRA ACT 2601				
Stakeholder	Name	HIVE PROPERTY (ACT) PTY LTD				
Seller Agent	Firm	HIVE PROPERTY (ACT) PTY LTD				
	Email	HELLO@HIVEPROPERTY.CO				
	Phone	02 6182 1802	REF EVA BONO			
	DX/Address	PO BOX 819, DICKSON ACT 2602				
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 checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	FIXED FLOOR COVERINGS, WINDOW TREATMENTS AND LIGHT FITTINGS AS INSPECTED.				
Date for Registration of Units Plan	N/A					
Date for Completion	ON OR BEFORE 30 DAYS FROM THE DATE OF THIS CONTRACT					
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)		<input type="checkbox"/> Deposit by Instalments (clause 52 applies)	
	Balance	\$				
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	\$440.00 (GST inclusive)

Tenancy Summary

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

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

Name	SIGNATURE STRATA	Phone	6185 0347
Address	17/11 NATIONAL CIRCUIT, BARTON 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.
- 18.3.2 be ready willing and able to complete but for some default or omission of the other party.
 - 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
 - 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
 - 18.6 A Default Notice:
 - 18.6.1 must specify the default;
 - 18.6.2 must require the party served with the Default Notice to rectify the default within 7* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and
 - 18.6.3 cannot be used to require a party to complete this Contract.
 - 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
 - 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
 - 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
 - 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.
 - 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

18. Notice to Complete and Default Notice

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

19. Termination — Buyer default

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

* Alter as necessary

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

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

20. Termination – Seller default

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

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

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

21. Rescission

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

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

22. Damages for delay in Completion

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

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

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

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

- 22.3 The parties agree that:

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

23. Foreign Buyer

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

- 23.2 This clause is an essential term.

24. GST

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

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

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

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

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

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

25. Power of attorney

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

26. Notices claims and authorities

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

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

27. Unit title

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

28. Definitions and interpretation

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

29. Title to the Unit

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

30. Buyer rights limited

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

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. Damage or destruction before Completion

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

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

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

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

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

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

38. Rescission of Contract

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

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

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

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

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

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

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

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

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

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

53. Residential Withholding Tax

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

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

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

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

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

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

* Alter as necessary

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

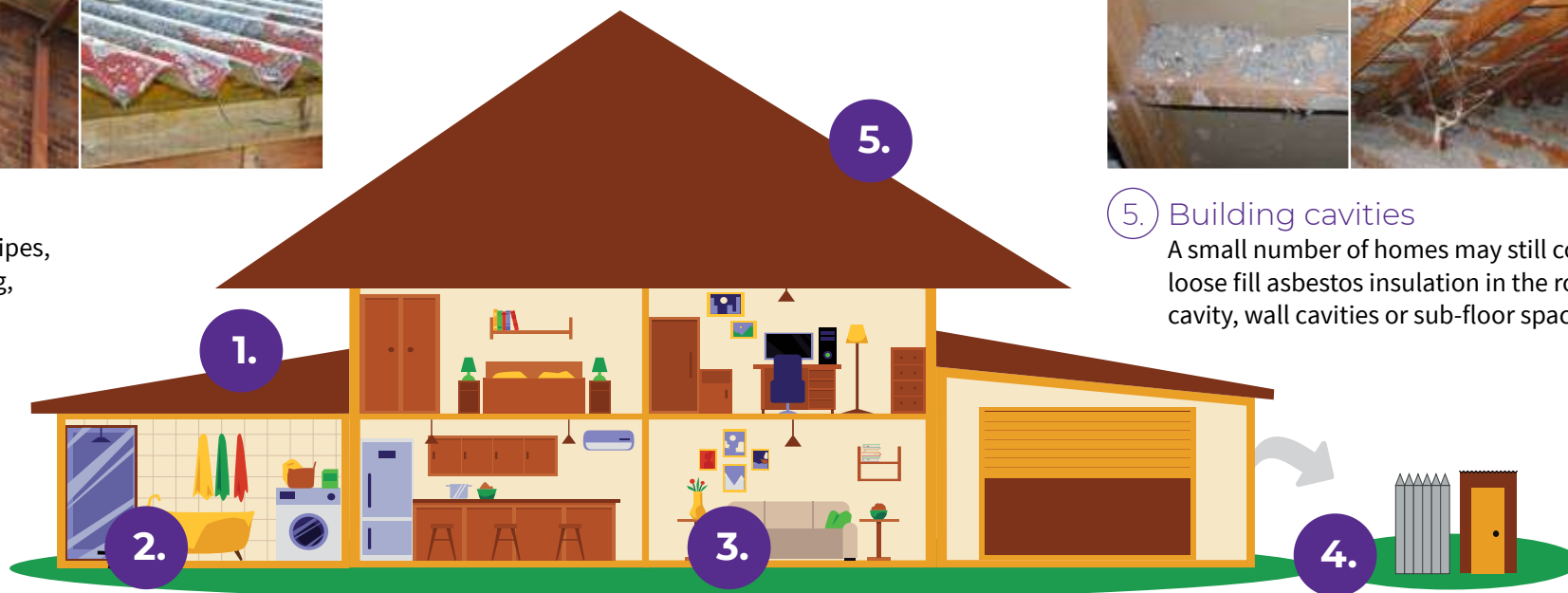
Unit 45 UP No. 15797
Block 1 Section 76 Taylor
45/10 Margules Crescent, Taylor ACT
2913

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.

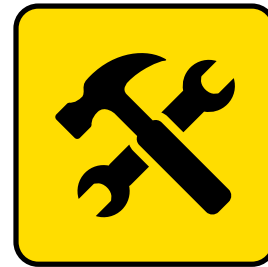
Asbestos materials become dangerous when:



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.

SPECIAL CONDITIONS

1. INCONSISTENCY

If there is any inconsistency between a Special Condition and the Standard Terms, the provisions of the Special Conditions prevail.

2. DEFINITIONS AND INTERPRETATION

2.1. In these Special Conditions, the following definitions have the following meanings:

- (a) **“Contract”** means the Contract for Sale;
- (b) **“Director’s Guarantee”** means the personal guarantee of liability signed by the directors of the Buyer annexed to this Contract;
- (c) **“Party”** means a party to this Contract and **“Parties”** has the corresponding meaning;
- (d) **“Standard Terms”** means the ACT Contract for Sale CS10-2024 produced by The Law Society of the Australian Capital Territory that forms part of this Contract; and
- (e) **“Special Conditions”** means these special conditions.

2.2. In these Special Conditions, unless the context otherwise requires a term used in these Special Conditions but not defined will have the meaning given to that term in the Standard Terms.

2.3. A reference to a clause in these Special Conditions is a reference to that clause in the Standard Terms, and a reference to a special condition is a reference to that special condition in these Special Conditions.

3. VARIATIONS TO STANDARD TERMS

3.1. Variations

Despite anything to the contrary, the following clauses in the Standard Terms are varied or deleted as applicable:

- (a) clause 2.6, the words “or in cash (up to \$200.00)” are deleted;
- (b) clause 17.1.1(a), the words “5% of the Price” are deleted and replaced with “\$1,000.00”;
- (c) clause 17.1.2(a), the words “5%” are amended to read “1%”;
- (d) clause 17.1.2(b) is deleted; and
- (e) clause 28.2, the words “5% of the Price” are deleted and replaced with “\$1,000.00”.

4. ACKNOWLEDGEMENTS BY THE BUYER

4.1. Representations and Warranty

The Buyer acknowledges that it does not rely on any representation, statement, warranty, condition or promise made by or on behalf of the Seller except as stated in this Contract or where implied by legislation that cannot be excluded.

4.2. Repairs

The Buyer cannot require the Seller to carry out any repairs or works to the Property unless the repairs or works required to be carried out are specified in these Special Conditions.

4.3. Condition of the Property

- (a) The Property is sold in its current state of repair and condition, and with any latent or patent defects.
- (b) The Buyer accepts the Property as is and will take the Property with boundary and internal fences and other Improvements, if any, in their present state of condition and repair.
- (c) The Buyer relies upon its own inspection of the Improvements on the Land.
- (d) The Buyer agrees that it cannot make a claim, requisition, objection, rescind, terminate or delay Completion in respect of the nature, quality, state or repair and condition, latent or patent, defects, dilapidation or infestation of the Property or concerning the condition of the Improvements or their suitability for any purpose or the existence of any defects in them unless it has a right to do so at law.

5. AGENT'S COMMISSION

5.1. Seller's Warranty

The Seller warrants that it has not entered into an exclusive agency agreement for the sale of the Land and the Property with any agent other than the Seller Agent.

5.2. Buyer's Warranty

The Buyer warrants that it was not introduced directly or indirectly to either the Seller or the Land and the Property by any person other than the Seller Agent.

5.3. Buyer's Indemnity

The Buyer indemnifies the Seller against any claim or demand for commission or remuneration by any person other than the Seller Agent arising from a breach of the Buyer's warranty under Special Condition 5.2.

5.4. Survival

This Special Condition 5 shall survive Completion, termination or rescission of this Contract.

6. TERMINATION OR INCAPACITY OF A PARTY

6.1. Natural Person

If a Party is a natural person (and, if comprising more than one person, any one or more of them) before Completion:

- (a) dies;

- (b) is found by a court or tribunal to be incapable of administering his or her estate or affairs;
- (c) commits an act of bankruptcy under the *Bankruptcy Act 1966* (Cth);
- (d) is declared bankrupt;
- (e) enters a scheme of arrangement; or
- (f) makes an assignment for the benefit of creditors,

the other Party may rescind this Contract and the provisions of clause 21 apply.

6.2. Company

If a Party is a company or an authority (and, if comprising more than one company or authority, any one or more of them) before Completion:

- (a) appoints or has appointed an administrator or receiver over the whole or any part of its assets or undertaking;
- (b) resolves to go into liquidation;
- (c) has a summons or application presented or an order made for its winding up; or
- (d) enters into a deed of arrangement, assignment or composition for the benefit of creditors,

the other Party may rescind this Contract and the provisions of clause 21 apply.

7. PRESENCE OF ASBESTOS

7.1. Asbestos Disclaimer

The Buyer acknowledges that the Seller has not and does not make any warranty or representation regarding the presence or otherwise of asbestos or that the Land and the Property is free of any form of asbestos.

7.2. Buyer to rely on own enquiries

In entering into this Contract, the Buyer warrants and acknowledges that they have made and relied on their own enquiries as to whether any form of asbestos is present in the Property or on the Land and the consequences of the presence of any asbestos in the Property or on the Land and will make no claim, requisition, rescind, terminate or delay Completion, in respect of the existence or discovery of asbestos on or in the Property and the Land.

7.3. Buyer's Warranty

The Buyer warrants that, on and from Completion, it will do all things necessary to comply with any requirements and regulations in relation to the actual and potential presence of asbestos and the Buyer indemnifies the Seller in relation to these requirements and regulations on and from Completion.

7.4. ACT Government Asbestos Website

The Buyer acknowledges that they have been referred to the website www.asbestos.act.gov.au.

8. COMPLETION

8.1. Place for Completion

Completion shall take place at 2.30pm on the Date for Completion via PEXA unless otherwise agreed by the Parties in writing.

9. FOREIGN REVIEW BOARD APPROVAL

9.1. Approval Not Required

The Buyer warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) do not apply to the Buyer and that the Buyer is not subject to the approval of the Foreign Investment Review Board.

9.2. Buyer to Indemnify

The Buyer will indemnify the Seller against any actions, penalties, fines, legal costs, claims, loss, expenses, liabilities, damage or interest suffered as a result of a breach of the warranty at Special Condition 9.1.

9.3. Survival

This Special Condition 9 survives Completion, termination or rescission of this Contract.

10. KEYS

Upon Completion, the Seller will provide the Buyer with all keys necessary for the Buyer to enter the onto the Land and into the Improvements and any other keys in the Seller's possession. The Buyer will make no claim, objection, requisition, rescind, terminate or delay Completion with respect to the availability or others of any other keys to the Land and the Improvements.

11. ADJUSTMENTS

11.1. Failure to Complete

If Completion does not occur by the Date for Completion due to the Buyer's delay or default, the Parties agree that adjustment of all Land Charges, excluding any income associated with the Property, under clause 8 will be adjusted from the Date of Completion rather than the actual date Completion takes place.

11.2. Special Water Meter Reading

- (a) The Buyer must provide the Seller's solicitor with an Icon Water special water meter reading certificate at least three business days prior to the Date for Completion, failure of which will result in no adjustment being made on settlement for any amount shown on the certificate.
- (b) Notwithstanding clause 8.4, the Buyer acknowledges that they will not be entitled to retain any amount from the balance of the Price or the Deposit to pay or adjust for any amount shown on the certificate.

12. DIRECTOR'S GUARANTEE

12.1. If the Buyer is a corporation, the Buyer acknowledges and agrees that, in accordance with its constitution and the law applicable to it, each of the directors of the Buyer have, on the date of this Contract, properly executed the Director's Guarantee attached to this Contract.

13. DEPOSIT BOND OR BANK GUARANTEE

13.1. Definitions

In this Contract, the following definitions have the following meanings:

- (a) **"Bond"** means either:
- (i) a deposit bond issued to the Seller at the request of the Buyer for 10% of the Purchase Price and in a form satisfactory to the Seller; or
 - (ii) a bank guarantee issued by a bank operating in Australia for 10% of the Purchase Price in a form satisfactory to the Seller.

13.2. Payment by Bond

- (a) The Seller agrees to accept a Bond provided that:
- (i) the Buyer delivers the Bond to the Seller or the Seller's solicitor on or before the Date of this Contract;
 - (ii) the Bond is to the value of 10% of the Purchase Price and, for the avoidance of doubt, clause 52 of the Contract does not apply to the Bond;
 - (iii) the Bond has an expiry date no earlier than 30 days after the Date for Completion; and
 - (iv) the Bond includes the Seller as a beneficiary.
- (b) The Buyer must pay the amount stipulated in the Bond to the Seller by way of unendorsed bank cheque on Completion of this Contract, on expiry of the Bond or at such other times as may be provided for the Deposit to be accounted for to the Seller.

13.3. Replacement of Bond

- (a) In the event of any of the following occurring:
- (i) between the Date of this Contract and Completion, the Seller becomes aware that the Bond is not compliant with Special Condition 13.2(a) and serves Buyer with written notice of those defects;
 - (ii) the provider of the Bond is placed under external administration of any nature before Completion;
 - (iii) the Date for Completion is extended beyond the Bond expiry date, either by agreement between the parties or as a result of delay of either Party;
 - (iv) the Seller serves written notice on the Buyer that they reasonably believe that Completion will occur on a date that is after the Bond expiry date;
- then the Buyer must, within 24 hours, secure the Deposit to the Seller by either:
- (v) providing a replacement Bond by another bond provider reasonably acceptable to the Seller, that complies with the terms included in Special Condition 13.4(a); or

- (vi) payment of the Deposit by way of unendorsed bank cheque to the Stakeholder.
- (b) This Special Condition 13.3 is for the benefit of the Seller and the performance of the Buyer's obligations under this Special Condition 13.3 are an essential condition of this Contract.
- (c) Time is of the essence in relation to the Buyer's obligations under this Special Condition 13.3.

13.4. Immediate Payment of Deposit

- (a) If:
 - (i) the Seller serves on the Buyer a notice in writing claiming to forfeit the Deposit in accordance with clause 19 or as otherwise permitted under this Contract or at law;
 - (ii) the Bond has an expiry date prior to the Date for Completion and is not renewed to the satisfaction of the Seller at least 30 days prior to the expiry of the Bond;
 - (iii) in the Seller's opinion, the provider of the Bond is unable to pay the amount referred to in the Bond;then, to the extent that the amount guaranteed under the Bond has not already been paid, the Buyer must immediately pay the Deposit, or so much of it that has not been paid, by unendorsed bank cheque to the Stakeholder.
- (b) Nothing in this Special Condition 13.4 prevents the Seller from terminating this Contract in accordance with Special Condition 13.5 and claiming upon the Bond and the Buyer agrees time is of the essence in relation to its obligations under Special Condition 13.4 (a).
- (c) The Seller acknowledges that payment under the Bond shall, to the extent of the amount paid, be in satisfaction of the Buyer's obligation to pay the Deposit under Special Condition 13.4 (a).

13.5. Termination due to failure of Bond

For the avoidance of doubt, if the Buyer fails to comply with its obligations under Special Condition 13.3 or Special Condition 13.4 within the required timeframe, then immediately and without the notice otherwise necessary under clause 18, clause 19 applies.

14. ELECTRONIC TRANSACTION

14.1. Execution

- (a) In this Special Condition, **Electronic Signature** means a visual representation of a party's handwritten signature on the Contract using an electronic signing platform agreed by the parties.
- (b) The parties consent to this Contract being signed by an Electronic Signature.
- (c) Where an Electronic Signature has been used to sign the Contract, the parties warrant that their Electronic Signature was used to:
 - (i) identify and authenticate the party signing; and
 - (ii) indicate that the party intended to be bound by the terms of this Contract.
- (d) For the avoidance of doubt, no witnessing of a party's signature is required.

14.2. Exchange

- (a) Each party acknowledges that:
 - (i) this Contract may be exchanged by email or other electronic means;
 - (ii) an electronically signed and exchanged Contract is sufficient evidence of the parties' intention and consent to enter into and be bound by the Contract;
and
 - (iii) the parties may not receive an original counterpart of this Contract as signed by the other party.

14.3 If either party becomes aware of issues with respect to the enforceability or validity of this Contract due to this Contract being signed by Electronic Signature and exchanged by electronic means, both parties must wet ink sign and exchange printed copies of the Contract in the same form and dated the same date as this Contract.



Director's Guarantee

I, _____ (Full name of Director)

of _____ (Address)

agree as follows:

1. I am a Director of the Buyer, who will enter into a contract for sale with _____ (Seller's Details) **(the Contract)**.

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

- (a) the performance by the Buyer of all its obligations under this Contract before, on, and after Completion of the Contract; and
- (b) the payment of all money payable to the Seller or to third parties under the Contract or otherwise.

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

- (a) my subsequent death, bankruptcy or liquidation or the subsequent death, bankruptcy or liquidation of any or more of the Buyer or the Buyer's directors;
- (b) any indulgence, waiver or extension of time by the Seller to the Buyer or to me or to the Buyer's Directors; and
- (c) Completion of the Contract.

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

5. I will indemnify, and keep indemnified, the Seller against any liability, loss, damage or claim which the Seller may incur due to the default of the Buyer under, or in respect of, the Contract.

6. If the Buyer is a company, and in consideration for the Seller entering into this Contract with the Buyer, the Buyer acknowledges and agrees that each director of the Buyer must properly execute the director's guarantee attached to this Contract, whereby the directors of the Buyer each personally guarantee to the Seller the Buyer's performance under this Contract.

SIGNED, SEALED AND)
DELIVERED by the Buyer's)
Director in the presence of:)

Date

Signature of Witness

Signature of Buyer's Director

Name of Witness

Name of Director

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Taylor Section 76 Block 1 on Deposited Plan 11731 with 45 units on Unit Plan 15797

Unit 45 (Class A) entitlement 245 of 10000, 2 subsidiaries

Lease commenced on 17/04/2023, terminating on 29/04/2120

Proprietor

TAMARA JAYNE NELSON

45/10 MARGULES CRESCENT, TAYLOR ACT 2913

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
15/05/2023	3243412	Mortgage to Defence Bank Limited (ACN: 087 651 385)

End of interests

ADMINISTRATIVE INTERESTS

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

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
202038177	Development Application	01/02/2021	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	21/09/2021

Description

PROPOSAL FOR MULTI UNIT DEVELOPMENT - Construction of 45 new townhouses, associated garages, car parking, construction of a new verge crossing, landscaping and associated works.

AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH

LAND

Taylor Section 76 Block 1 on Deposited Plan 11731 with 45 units on Unit Plan 15797

Lease commenced on 17/04/2023, terminating on 29/04/2120

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 15,797

Signature Strata, Unit 4, 21 Napier Close, Deakin ACT 2600

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
11/09/2023	3266916	Application to Note Special Resolution

End of interests

ADMINISTRATIVE INTERESTS

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Access Canberra



SR\$3266916

30/08/2023 11:46:12 Mon E

3266916

Chief Minister, Treasury and Economic Development

SPECIAL RESOLUTION BY OWNERS CORPORATION

SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
Signature Strata	info@signaturestrata.com.au	6185 0347

TITLE AND LAND DETAILS				UNITS PLAN NUMBER
Volume & Folio	District/Division	Section	Block	
3016:713	TAYLOR	76	1	15797

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

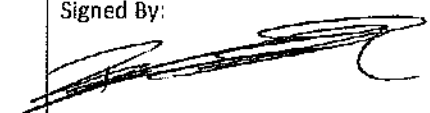
Register consolidated rules

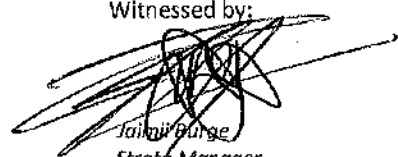
SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
<input type="checkbox"/> Sealed copy of Minutes of Meeting <input type="checkbox"/> Sealed copy of Resolution/Motion <input checked="" type="checkbox"/> Other (specify) – register consolidated rules	<p>It was unanimously resolved that in accordance with Section 9(2)(b) not to order a common seal.</p>

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: 
 Belinda Gai Denzel
 Senior Administrator

Witnessed by: 
 Jaimi Gurge
 Strata Manager

for: Signature Strata
 on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	EM	Registration Date	11/09/2023

VOI SIGHTED ANNEX



MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS OF UNITS PLAN 15797 – "NORTHEDGE VILLAS"

ADJOURNED DATE: Wednesday 28 June 2023 at 5:00pm

VENUE: 17/11 National Circuit, Barton, ACT & via Zoom

ABSENTEE VOTES:

Unit 1	Craig Jones
Unit 10	N & D Bartolome
Unit 12	L Cameron
Unit 13	J Chen
Unit 34	N Krivitch
Unit 45	T Nelson

DATE HELD: Thursday 6 July 2023 at 5:00pm

VENUE: 17/11 National Circuit, Barton, ACT & via Zoom

PRESENT:

Unit 8	K Stevens
Unit 9	A Hancock
Unit 14	B Edwards
Unit 16	C Voysey
Signature Strata	J Burge

PROXIES: N/A

CHAIR: Unit 14 B Edwards

QUORUM: A quorum was not present. However, the meeting proceeded with a Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011).
Secretarial Note – Owners are advised that under the Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.

Motions were resolved at the reconvened meeting on Thursday 6 July 2023.

MEETING FORMALITIES

1: Noting of chairperson, acceptance of proxies and absentee votes and apologies.

MINUTES

2: **MOTION 1:** *That the minutes of the inaugural meeting held on 20th of April 2023 are noted.*

Motion CARRIED

Matters arising from those minutes – Nil.

INSURANCE

3: The Owners Corporation holds insurance cover with CHU Strata Insurance as follows:

Policy Number	Current To	Risk Type	Coverage Amount
HU0006104083	03 Apr 2024	BUILDING	\$11,000,000.00
		LOSS OF RENT	\$1,650,000.00
		BUILDING CATASTROPHE	\$1,650,000.00
		PUBLIC LIABILITY	\$20,000,000.00
		OFFICE BEARERS	\$500,000.00
		LAST INSURANCE VALUATION	ordered
			TOTAL PREMIUM: \$16,324.67

MOTION 2: That the Owners Corporation insurance be confirmed as per the policy information provided with the meeting notice and that the Strata Manager in consultation with the Executive Committee be authorised to increase the building sum insured in accordance with the valuation.

Motion CARRIED

INSURANCE RENEWAL

4: **MOTION 3:** That the Owners Corporation of UP15797 authorise the Strata Manager to effect the statutory and additional insurances of the owners corporation.

Motion CARRIED

INSURANCE CLAIMS

5: There have been no claims made on the insurance policy since registration.

FINANCIAL REPORT

6: **MOTION 4:** That the financial statements from 20th of April 2023 to 2nd June 2023 be accepted as presented.

Motion CARRIED

INVESTMENT OF FUNDS

7: **MOTION 5:** That the Owners Corporation of 15797 agree to open an investment account, hence authorising the Executive Committee to make determinations concerning investment of surplus funds into such accounts.

Motion CARRIED

BUDGET NOTE

8: A 12-month budget was agreed to at the Inaugural Meeting for the period 20th of April 2023 to 31st of March 2024. A new budget will be proposed at the next Annual General Meeting.

Please note your next levy will be due on the 1st of October 2023.

SINKING FUND PLAN

9: **MOTION 6:** That the Owners Corporation of UP15797 give consent for the Sinking Fund Forecast to be approved and accepted by the Executive Committee once received.

Motion CARRIED

PHYSICAL BUILDING STRUCTURAL DEFECTS

10: Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2020-601, requires the Owners Corporation to consider physical building structural defects at each Annual General Meeting.

Downpipes – It was noted that a defect with unit downpipes had been reported to the builder for rectification. It was requested that Strata Manager follow this up.

MAINTENANCE PLAN

- 11: Section 24 (2) of the Unit Titles (Management) Act 2011 states that an Owners Corporation must prepare a maintenance plan containing matters prescribed by regulation (1B).

The developers Maintenance Plan was adopted at the Inaugural meeting (copy attached) and this will be reviewed and the need for any updates be determined by the Executive Committee.

MAINTENANCE ITEMS

- 12: *New or outstanding, including maintenance contracts coming up for renewal.*

Gardening Quotes – It was agreed by those present to accept the quote from Inside Outside for routine garden maintenance.

FIRE SAFETY

- 13: Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2020-601, requires the Owners Corporation to review provision and compliance with the national construction code for fire safety, and at each Annual General Meeting.

Any common area fire systems installed at UP15797 will be quoted for routine maintenance.

AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

- 14: Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2020-601, requires the Owners assess the adequacy of authorisations, delegations and appointments.

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

STRATA MANAGEMENT AGENCY AGREEMENT

- 15: The Owners Corporation's current management agreement was signed 20th of April 2023 and expires 20th of April 2025.

Note - Section 50 of the Unit Titles (Management) Act 2011 and Section 100 of the Agents Act, requires a Strata Managing Agent to have a written agreement with its client.

ELECTION OF COMMITTEE

- 16: **MOTION 7:** *That the Owners Corporation of UP15797 agree to appoint between 3 and 7 Owners to form the Executive Committee until the next Annual General Meeting, with election of those members to take place at this meeting.*

Motion CARRIED

It was agreed that three (3) Owners would form the executive committee until the next annual general meeting comprising as follows:
Unit 9 - A Hancock, Unit 14 - B Edwards, Unit 16 - C Voysey.

SECURITY SCREEN DOORS

- 17: **MOTION 8:** *That the Owners Corporation of UP15797 agree by Special Resolution, to grant blanket approval for the installation of security screen doors in accordance with the consolidated rules.*

Motion CARRIED

SPECIAL PRIVILEGE

- 18: **MOTION 9:** *That the Owners Corporation of UP15797 agree by Special Resolution, to grant special privileges over the installation of solar panel on the common property roof as identified in the consolidated rules and registration of a Special Purpose Rule.*

Motion CARRIED

CONSOLIDATED RULES

- 19: **MOTION 10:** *That the Owners Corporation of UP15797 adopt the Consolidated Rules as per the attached document, and that they be registered under the Land Titles (Unit Titles) Act 1970.*

Motion CARRIED

ERLECTIONS AND ALTERATIONS

20: The below unit owners submitted applications for approval:

Unit 9 - Installation of AstroTurf and a garden bed within the unit courtyard.

Unit 12 - Installation of AstroTurf within the unit courtyard.

Unit 13 - Installation of AstroTurf within the unit courtyard, installation of parking bollard within unit car space, installation of a CCTV camera for security coverage of the unit courtyard only.

Unit 14 - Installation of an awning of front door.

Unit 17 - Laying of concrete within the unit courtyard, installation of a lockbox.

Unit 23 - Installation of pavers within the unit courtyard.

Unit 40 - Replacement of back fence with Colourbond fencing to match existing side fences.

Unit 45 - Installation of AstroTurf within the unit courtyard.

All applications were approved.

GENERAL BUSINESS

21: Bins – Following the delayed delivery of bins to the complex, those present discussed if the current allocation of bins was adequate for the complex size, it was agreed to monitor this for the time being and if an additional bin or pickup was required, the incoming executive committee would review. Residents are reminded that dumping rubbish on the bin room floor is unacceptable and this behaviour cannot continue.

Bin Enclosure – It was agreed that alternative methods for securing the bin room would be investigated, this would include locking the roller door and utilising a key for the side door to minimise any external access and CCTV.

Bin Signage – Strata Manager to arrange bin room signage from Suez which is free to units plans.

Water Bills – The developer had recently sent through several unit's water bills as owners had not yet transferred the bills into their details. All owners are requested to contact Icon Water to finalise the transfer of details. Strata Manager would send the bills already received to specific owners.

Pest Control – Several units had noted rodents around the complex, Strata Manager to follow up with the pest controller on quotes.

Parking Concerns – It was noted that residents within the complex were utilising the visitor parking for personal use of a trailer and work vehicles. As visitor parking is to be used for genuine visitor of the complex only, Strata Manager to issue out notice for this behaviour to cease.

CLOSURE

There being no further business the meeting closed at 5:41pm.

CONSOLIDATED RULES OF THE OWNERS CORPORATION UNITS PLAN 15797 "NORTHEDGE"

10 Margules Crescent, Taylor

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*.

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 Executive Committee; and

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

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

(3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

Example—permission unreasonably withheld

external appearance of a unit or the units plan

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 the Owners Corporation gives written approval in accordance with Section 32 of the Management Act and —

(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.

(f) all attempts must be made to keep pets from making excessive noise;

(g) Taylor is a cat containment suburb so all cats MUST remain indoors at all times. Any cat spotted outside will be reported to Domestic Animal Services and owner may be issued a penalty.

(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.

CONSOLIDATED RULES OF THE OWNERS CORPORATION UNITS PLAN 15797 "NORTHEDGE"

10 Margules Crescent, Taylor

- 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 Act or these rules in relation to a unit— inspect the unit to investigate the breach;
 - (b) carry out any maintenance required under the Act or these rules;
 - (c) do anything else the owners corporation is required to do under the Act or these rules.
 - (2) An executive committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned 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).

CONSOLIDATED RULES OF THE OWNERS CORPORATION UNITS PLAN 15797 "NORTHEdge"

10 Margules Crescent, Taylor

1.13 Legal Fee Recovery

- (1) If an Owners Corporation commences an action and incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.
- (2) The unit holder agrees that any monies which are payable pursuant to Clause 1 shall be a debt enforceable by the Owners Corporation against the unit holder
- (3) The legal fees and other costs payable in accordance with Clause 1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with Clause 1
- (4) The Owners Corporation shall not commence any action against any unit holder other than to recover outstanding levies, unless authorised by a resolution of the Owners Corporation.

1.14 Seal of Owners Corporation

- (1) The Managing Agent may affix the seal of the Owners Corporation to –
 - (a) Reduced quorum meeting notices;
 - (b) Rules registration documents;
 - (c) Notice of Change of Address for Service of Documents at the Land Titles Office; and
 - (d) Certifications Issued under Section 119 of the Act; or
 - (e) For any other purpose where delegated by the Owners Corporation in accordance with Section 9A(b)(ii)
- (2) If the Owners Corporation does not have a common seal, as per Section 9A(b)(ii) of the UTMA, the Managing Agent may sign a document as authorised by the Executive Committee.

1.15 Vehicles and Parking

- (1) Residents should park their vehicles only in their unit's allocated car space. Do NOT block or use other residents' car parking space without their express consent to do so.
- (2) Vehicles are NOT to be parked on the concrete access driveway, on landscaped areas, or in any position where they may cause an obstruction to others.
- (3) Visitor parking is for visitors ONLY, residents are not permitted to utilise visitor parking for personal use.
- (4) Vehicles must observe a 10kph speed limit within the complex.
- (5) Residents are responsible for cleaning up of any oil spills caused by their vehicles or their guests vehicles and will be requested by the Owners Corporation to clean up any spills in the event that this is not carried out.
- (6) In the interest of safety, children are not permitted to ride cycles or play games on the common property driveway areas or in the underground parking areas.
- (7) Fire hydrants are never to be used by residents for the purpose of washing vehicles.

1.16 Garbage and Recycling

- (1) The garbage hopper is for domestic waste only. All rubbish must be placed in the hopper.
- (2) All rubbish should be enclosed in an acceptable outer container, such as an approved garbage bin liner, and fastened securely.
- (3) Large boxes should be collapsed and freed from foam or other contaminating matter before being placed in the recycling hopper in the garbage room. Large boxes should be collapsed before being placed in the hopper.

CONSOLIDATED RULES OF THE OWNERS CORPORATION UNITS PLAN 15797 "NORTHEDGE"

10 Margules Crescent, Taylor

- (4) Under no circumstances is garbage or recycling to be placed on the floor in front of the garbage hopper or on the floor of the garbage area.
- (5) Household items such as furniture, bedding etc. are not to be placed in either the garbage or recycling hoppers but should be disposed of by residents at appropriate Government collection areas.

1.17 Smoking

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.
- (3) An occupant must not discard cigarette butts or ash outside of their own unit boundary.

1.18 Vandalism and Damage

- (1) An occupant or visitors must not damage any part of the common property.
- (2) An occupant who has caused damage is liable to reimburse the owners corporation for all expenses that it incurs in rectifying the damage.

1.19 Real Estate Signs

- (1) Unit owners are not permitted to display any signs in any visible external windows to their unit except with the prior approval of the executive committee.
- (2) Signs including real estate "For Sale" and "To Let/Lease" signs are not permitted to be erected on the common property unless permission is given by the executive committee.
- (3) Rectification of any damage caused as a result of the erection of real estate signs will be the responsibility of the unit advertised for sale.
- (4) Real estate signs are to be removed immediately upon sale or lease of the property and are not to remain erected with the "Sold" or "Leased" stickers affixed.

1.20 General

- (1) Residents must maintain their units so that other units are not adversely affected in terms of hygiene, appearance or value.
- (2) Items are not to be stored in common property areas. The owners corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas.

1.21 Security Screen Doors

- (1) Any security screen doors installed must be in line with the colour scheme of the complex.
- (2) All maintenance and repairs are responsibility of the unit owner.
- (3) Applications are still required to be submitted for record keeping purposes.

1.22 Special Privilege Rule – Exclusive Use of Roof

- (1) For the purposes of this Special Privilege Rule:
 - (a) "Act" means the Unit Titles (Management) Act 2011 (ACT) as amended from time to time.
 - (b) "Building" means the building and improvements on the land located at Block 1, Section 76, Taylor.
 - (c) "Common Property" means the common property of Units Plan 15797.
 - (d) "Costs" means all professional and trade costs/fees/disbursements incurred or associated with this Special Privilege Rule and the use of the Exclusive Use Area.
 - (e) "Direction" means a written direction from the Owners Corporation to the

CONSOLIDATED RULES OF THE OWNERS CORPORATION UNITS PLAN 15797 "NORTHEDGE"

10 Margules Crescent, Taylor

Owner relating to the Maintenance Requirement.

- (f) "Exclusive Use Area" means the roof area immediately above the relevant unit, restricted to within the boundary of the dividing line for adjoining units.
 - (g) "Maintenance Requirement" means the obligation to undertake the repair and maintenance of the Exclusive Use Area.
 - (h) "Manufacturer's Maintenance Material" means the maintenance material provided to the Owner by the manufacturer of the Solar Equipment.
 - (i) "Owner" means the holder of the crown lease of a Unit from time to time.
 - (j) "Owners Corporation" means the owners corporation known as The Owners - Units Plan 15797.
 - (k) "Rules" means the rules of the Owners Corporation pursuant to s 106 of the Act as amended from time to time.
 - (l) "Solar Equipment" means the solar unit to be installed in the Exclusive Use Area.
 - (m) "Strata Manager" means a strata managing agent engaged by the Owners Corporation from time to time.
 - (n) "Unit" means one of the units 1 - 45 in the Units Plan.
 - (o) "Units Plan" means Units Plan 15797.
- (2) Where any terms in this Special Privilege Rule are not defined, they will have the same meaning those words are attributed under the Act.
- (3) If this Special Privilege Rule empowers the Owners Corporation to take action, it may or may not take such action in its reasonable discretion.
- (4) Subject to the provisions of this Special Privilege Rule, the Owners Corporation grants the Owner of a Unit the right of exclusive use and enjoyment of the Exclusive Use Area. The Owner is only granted the right of exclusive use and enjoyment of the Exclusive Use Area as allocated.
- (5) The use of the Exclusive Use Area is conditional upon the following:
- (a) the Owner using the Exclusive Use Area solely for the purpose of housing the Solar Equipment;
 - (b) the Owner not, otherwise than in accordance with clause 5(a), storing hazardous or dangerous materials within the Exclusive Use Area;
 - (c) the Owner not causing or permitting damage to be caused to the Exclusive Use Area;
 - (d) the use of the Exclusive Use Area not prejudicing the Owners Corporation's insurance or voiding any warranties to which the Owners Corporation is otherwise entitled;
 - (e) the Owner immediately notifying the Owners Corporation of any loss or damage involving the Common Property within the Exclusive Use Area; and
 - (f) the Owner complying with the Rules at all times.
 - (g) the Owner will ensure the installation of solar panels does not cause additional glare on surrounding units.
 - (h) the Owner will ensure that the installation of solar panels does not obstruct sunlight to surrounding units, thereby limiting their ability to benefit from solar panel installation.
 - (i) the Owner not permitting any external cable or conduit on the building façade
 - (j) the Owner providing plans to the Executive Committee for approval of panel location and installation method, prior to installation taking place.
- (6) The Maintenance Requirement is the responsibility of the Owner. The Owner will be taken to have carried out the Maintenance Requirement if they:
- (a) arrange for the installation of electrical wiring in the Exclusive Use Area

CONSOLIDATED RULES OF THE OWNERS CORPORATION UNITS PLAN 15797 "NORTHEDGE"

10 Margules Crescent, Taylor

- required for the Solar Equipment:
 - (b) comply with the type and frequency of maintenance of the Exclusive Use Area as recommended by the Manufacturer's Maintenance Material; and
 - (c) comply with all Directions given by the Owners Corporation.
- (7) Maintenance Requirements must be carried out and completed:
- (a) in a proper workmanlike manner and where necessary, by licensed and/or accredited persons where recommended by the Manufacturer's Maintenance Material;
 - (b) with due skill and care using proper materials;
 - (c) in compliance with all reasonable requirements of the Owners Corporation;
 - (d) in compliance with the Building Code of Australia and any other Australian standards, as applicable;
 - (e) in keeping with the appearance of the Building in its style, colour, materials and overall design;
 - (f) in a way so as to not unreasonably interfere with the enjoyment of other Common Property areas by other persons;
 - (g) in a way so as to not create a fire hazard;
 - (h) in a way so as to not interfere with any emergency exits;
 - (i) in a way which minimises the disturbance of other owners including but not limited to vibration, noise, dust and dirt;
 - (j) in a way so as to not impact all fire safety sprinkler systems and overhead pipes (if any);
 - (k) ensuring that the security of the Building is maintained throughout the performance of the Maintenance Requirement;
 - (l) promptly and completely removing all rubbish from the Building resulting from Maintenance Requirement;
 - (m) in a clean and tidy manner; and
 - (n) promptly repairing any damage to any part of the Building caused by the Maintenance Requirement
- (8) The Owner is responsible for and will bear all Costs.
- (9) The Owners Corporation may issue a Direction to the Owner.
- (10) If the Owner fails to comply with a Direction within 3 months of the date of the Direction, then the Owners Corporation may:
- (a) instruct a person or persons to enter upon any part of the Exclusive Use Area to carry out the work the subject of the Direction; and
 - (b) recover from the Owner any Costs relating to the carrying out of that work.
- (11) The Owner will sign all documents and do all things necessary to facilitate the matters the subject of this Special Privilege Rule.
- (12) The Owner will not claim upon the Owners Corporation's insurance in respect of anything arising out of the Solar Equipment or the Maintenance Requirement.
- (13) The Owner will indemnify and will keep indemnified the Owners Corporation in respect of the Owner's exclusive use and enjoyment of the Exclusive Use Area and/or Maintenance Requirement or anything arising from Exclusive Use Area and/or Maintenance Requirement, including, but not limited to the following:
- (a) all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;
 - (b) any sum payable by way of increased premiums; and
 - (c) any costs or damages which the Owners Corporation is or becomes liable

CONSOLIDATED RULES OF THE OWNERS CORPORATION UNITS PLAN 15797 "NORTHEDGE"

10 Margules Crescent, Taylor

Please be aware that for action to be taken, breaches need to be reported in writing to the Strata Manager



**MINUTES OF THE INAUGURAL MEETING OF
THE OWNERS OF UNITS PLAN 15797
"NORTHEdge"
10 MARGULES CRESCENT TAYLOR ACT 2914**

- DATE HELD:** Thursday 20th April 2023 – 3.00 pm
- LOCATION:** Signature Strata Office,
Unit 17/11 National Circuit BARTON ACT 2600
- PRESENT:** Mr Dimitri Nikias representing Taylor Projects No 3 Pty Ltd
Nina Cannell representing Signature Strata
- CHAIR:** Mr Dimitri Nikias representing Taylor Projects No 3 Pty Ltd
took the role of chairman
- QUORUM:** A quorum was declared and the meeting proceeded.

BUSINESS

Mr Mason advised the meeting that the development situated at Block 1 Section 76 Division TAYLOR consisting of 45 lots was registered at the Office of Regulatory Services as Units Plan 15797.

The meeting agreed it was necessary to put into effect certain requirements of the Unit Titles (Management) Act 2011 (the Act).

MANAGING AGENT

It was unanimously resolved that the Owners Corporation enter into the following arrangements:

- a. That Signature Strata be appointed as Managing Agent, for a period of two (2) years;
- b. The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act);
- c. The Owners Corporation execute a written agreement to give effect to this appointment and delegation;
- d. The delegation is subject to the conditions and limitations set out in the Agreement;
- e. Authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting; and
- f. Empower two members of the Owners Corporation/Executive Committee as authorised signatories on behalf of the Owners Corporation to sign the Agency Agreement with Signature Strata.

COMMON SEAL

It was unanimously resolved that in accordance with Section 9(2)(b) not to order a common seal.

CERTIFICATES ISSUED UNDER SECTION 119 OF THE ACT

It was unanimously resolved that Certificates issued under Section 119 of the Ordinance would be prepared by the Managing Agent, with applicable charges being paid direct to the Managing Agent by the applicant.

INSURANCE

It was unanimously resolved that the Corporation insure the development with CHU Underwriting Agencies Pty Ltd, through Allinsure, as follows:

Policy Number	HU0006104083
Due Date	03/04/2024
Premium	\$16,324.67
Building Sum Insured	\$11,000,000
Excesses	\$2,000.00
Please refer to attached Certificate of Currency for details of the sum insured limits	

Insurance Valuation

To ensure the Owners Corporation is protecting their building assets adequately, Signature Strata endorses the insurers recommendation to obtain periodic insurance valuations.

It was unanimously resolved the Owners Corporation authorise the Strata Manager to obtain an insurance valuation, and that the level of insurance be adjusted in accordance Valuer's conclusion and recommendation.

BANK ACCOUNT

It was unanimously resolved that the Corporation should open a bank account with Bank of Queensland, in the name of Proprietors of Units Plan 15797, to be operated by the Managing Agent.

PLANS & CERTIFICATES

It was unanimously resolved that the original Units Plan, Certificate of Title for the Common Property, and Certificates of Occupancy and Compliance (where applicable) would be handed to the Managing Agent at the earliest opportunity, for inclusion in the Corporation's records.

COMMITTEE

It was noted that in accordance with the Act and until the First Annual General meeting the Committee shall consist of all members of the Corporation.

BUDGET

It was unanimously resolved to accept the proposed budget as presented,

For the purposes of clarification and explanation, the Chairman advised that the Owners Corporation is not limited to expenditure identified in an individual line item, rather that there was to be flexibility in how funds were applied within the overall budget for the period. So, for example, an under spend in one area could allow surplus funds to be spent elsewhere, the objective being that the overall budget amount is not to be exceeded.

In addition, the Chairman noted that should it be agreed to increase the scope of any particular service, or request a service that was not covered in the initial budget, this may lead to a proposal to supplement the Administrative Fund Budget, and a subsequent increase in levies for unit owners

Administrative Fund

It was unanimously resolved that the Administrative Fund budget of \$94,997.00 (incl. GST) for the period 20 April 2023 to 31 March 2024 be adopted.

Sinking Fund

It was unanimously resolved that the Sinking Fund budget of \$9,499.70 (incl. GST) for the period 20 April 2023 to 31 March 2024 be adopted.

Note - The Sinking Fund has been set as 10% of the Administrative Fund until such time as the Sinking Fund Forecast report has been carried as required under the Act. The Sinking Fund Forecast will be presented at the First Annual General Meeting, along with a motion to supplement the Sinking Fund budget to raise levies in accordance with the plan.

Administrative and Sinking Fund Levy Contribution

It was unanimously resolved that the corporation determine a levy equal to the approved budget for the twelve-month period, commencing 20 April 2023 and to be contributed in accordance with the unit entitlements, with the first instalment being due immediately upon settlement of the first unit, and subsequent contributions being due on the first day of October 2023.

Contributions for subsequent years will be due on the first days of June, September, December, and March each year. The first contribution for this financial year has been brought forward due to the need to have funds available to operate.

Note: Insurance Premium has been increased in line with actual premium value.

Budget Item	Annual Budget Amount (\$)	First Period (\$)	Remaining over 1 Periods (\$)
Accounting	550.00	275.00	275.00
Accountant – ABN/TFN Reg	275.00	137.50	137.50
Bank Fees	300.00	150.00	150.00
Contingencies	500.00	250.00	250.00
Electricity – Common Areas	6,500.00	3250.00	3250.00
Facilities Management/Caretaking	20,020.00	10,010.00	10,010.00
Fire Protection Services	1,200.00	600.00	600.00
Insurance Premiums	26,325.00	13,162.50	13,162.50
Insurance Excess	1000.00	500.00	500.00
Insurance Valuation	1000.00	500.00	500.00
Management Fees – Set Up Fee	1,500.00	750.00	750.00
Management Fees	17,775.00	8887.50	8887.50
Management Fees Add (water readings)	3,300.00	1650.00	1650.00
Maintenance Plan	550.00	275.00	275.00
Maintenance – General	1,000.00	500.00	500.00
Maintenance Sump Pumps	2,000.00	1000.00	1000.00
Sinking Fund Forecast	885.00	442.50	442.50
Waste Management	1,000.00	500.00	500.00
Water Consumption	7,000.00	3500.00	3500.00
Inflation (5.00%)	2,317.00	1,158.50	1,158.50
Total Administration	94,997.00	47,498.50	47,498.50
Sinking Fund	9,499.70	4,749.85	4,749.85
TOTAL CONTRIBUTIONS	104,496.7	52,248.35	52,248.35

Initial Payment

Payment of the levied amount, being \$52,248.35 will be paid in favour of the proprietors of Units Plan 15797 upon settlement of the first unit.

ACCESS OF BUILDER AND DEVELOPER

It was unanimously resolved that the Builder, and their Employees Agents and Contractors be granted such access rights to the common property as is necessary to finish the uncompleted building works. As a condition of such access the Builder is required to make good any damage to the common property or buildings on the land and remove any rubbish or debris, and maintain appropriate public liability insurance and contract works insurance in respect of the uncompleted buildings.

CONTRACTOR COMPLIANCE

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

SERVICE CONTRACTORS

Under Section 59 of the Unit Titles (Management) Act 2011, an Ordinary Resolution is required to enter into a service contract with any person and/or organisation.

That the Executive Committee be authorised to make determinations concerning appointment of a service contractor.

SINKING FUND FORECAST

It was unanimously resolved that in accordance with Section 85 of the Unit Titles (Management) Act, a Sinking Fund Forecast be obtained for presentation to the next Annual General Meeting.

MAINTENANCE PLAN

It was unanimously resolved that the developers Maintenance Plan be accepted.

MEETING BY ALTERNATE METHODS

It was unanimously resolved that in accordance with Section 3.1(2) of the Unit Titles (Management) Act 2011, meetings can be held using a method, or a combination of methods of communication to enable attendance without the members being in each other's presence.

Note – Meetings can be held, for example, via phone link, satellite link, internet or intranet link. A person who takes part in a meeting conducted under subsection Section 3.1(2) is taken to be present at the meeting.

RULES

It was noted that under the Unit Titles (Management) Act 2011 changes to the Rules could not be made until the First Annual General Meeting. For information, a copy of the Default Rules is attached.

BASEMENT & GARAGES

It was unanimously resolved that the basement area is to be kept in a neat and tidy condition at all times. Unit Owners are advised that storage is only permitted in their individual garage, with storage outside of these areas constituting a fire hazard.

Unit Owners are further advised that these areas are not waterproofed and that goods stored are done so at the Unit Owners risk.

COURTYARDS & BALCONIES

It was unanimously resolved that courtyards and balconies are to be kept in a neat and tidy condition at all times. Further, permanent structures for the purposes of drying washing are not permitted on external balconies under any circumstance.

MAINTENANCE OF AIR-CONDITIONING

It was unanimously resolved that all Unit Owners are responsible for the repair and maintenance of the air-conditioning system that services their unit; notwithstanding the fact that part of the plant may be located on the common property.

Further, Unit Owners must ensure individual air-conditioning units are maintained on a regular basis in accordance with the manufacturer's specifications, to minimise noise disturbance to other residents.

SECURITY SCREEN DOORS

It was unanimously resolved that the owners of units 1 to 45 be permitted to install security screen doors. Installations are to be in a style and colour consistent with the colour scheme of the development.

FIRST ANNUAL GENERAL MEETING

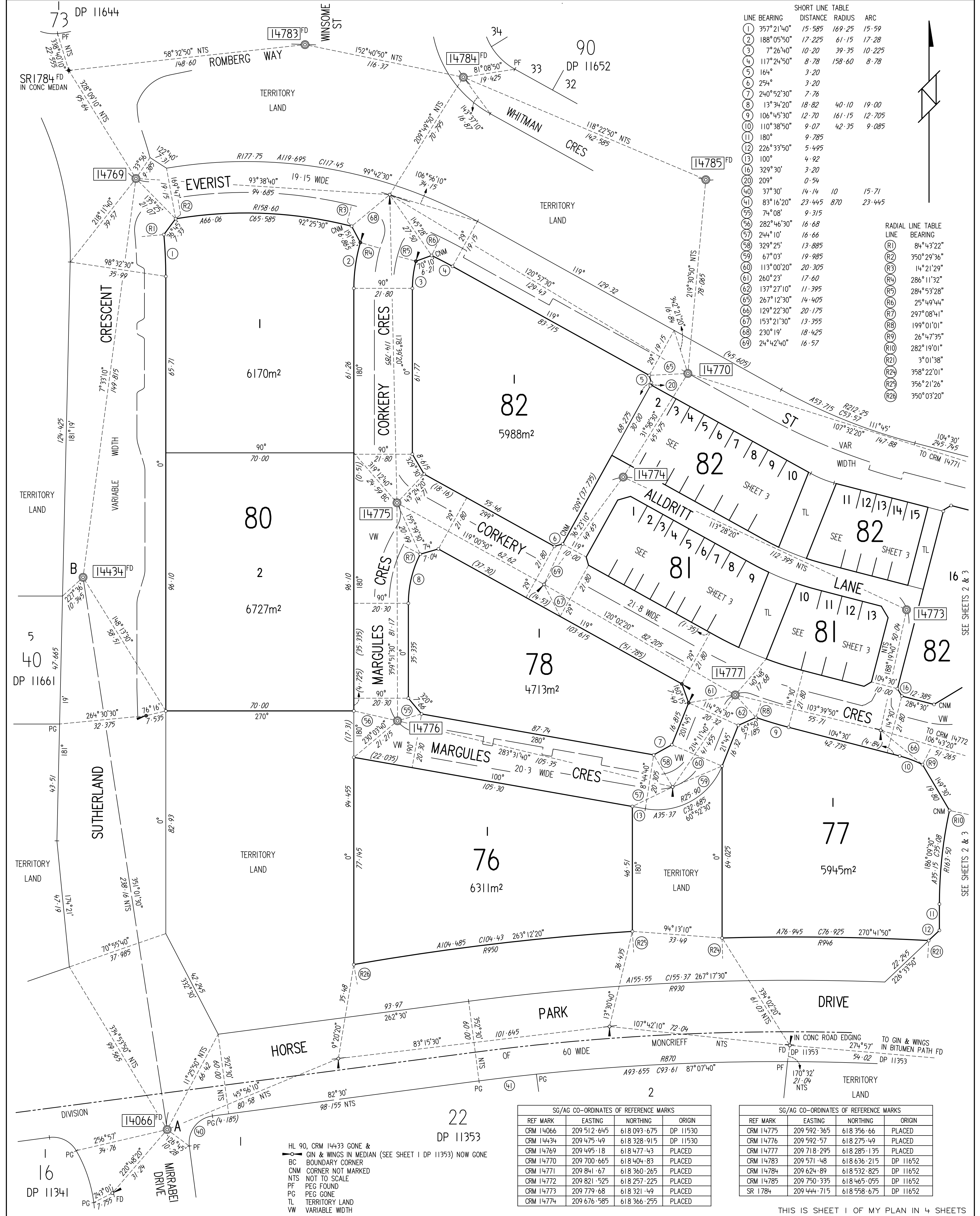
It was noted that the First Annual General Meeting must be held within 90 days of registration of the Unit Plan and will be held in February 2023.

ADDRESS FOR SERVICE OF NOTICES

The mailing address for the Owners Corporation would be registered as PO Box 300, Curtin ACT 2605.

CLOSURE

There being no further business the meeting closed at 3.30pm



SHORT LINE TABLE

LINE	BEARING	DISTANCE	RADIUS	ARC
1	357°21'40"	15.585	169.25	15.59
2	188°05'50"	17.225	61.15	17.28
3	7°26'40"	10.20	39.35	10.225
4	117°24'50"	8.78	158.60	8.78
5	164°	3.20		
6	254°	3.20		
7	240°52'30"	7.76		
8	13°34'20"	18.82	40.10	19.00
9	106°45'30"	12.70	161.15	12.705
10	110°38'50"	9.07	42.35	9.085
11	180°	9.785		
12	226°33'50"	5.495		
13	100°	4.92		
16	329°30'	3.20		
20	209°	0.54		
40	37°30'	14.14	10	15.71
41	83°16'20"	23.445	870	23.445
55	74°08'	9.315		
56	282°46'30"	16.68		
57	244°10'	16.66		
58	329°25'	13.885		
59	67°03'	19.985		
60	113°00'20"	20.305		
61	260°23'	17.60		
65	267°12'30"	14.405		
66	129°22'30"	20.175		
67	153°21'30"	13.355		
68	230°19'	18.425		
69	24°42'40"	16.57		

RADIAL LINE TABLE

LINE	BEARING
(R1)	84°43'22"
(R2)	350°29'36"
(R3)	14°21'29"
(R4)	286°11'32"
(R5)	284°53'28"
(R6)	25°49'44"
(R7)	297°08'41"
(R8)	199°01'01"
(R9)	26°47'35"
(R10)	282°19'01"
(R21)	3°01'38"
(R24)	358°22'01"
(R25)	356°21'26"
(R26)	350°03'20"

SG/AG CO-ORDINATES OF REFERENCE MARKS

REF MARK	EASTING	NORTHING	ORIGIN
CRM 14066	209 512.645	618 093.675	DP 11530
CRM 14434	209 475.49	618 328.915	DP 11530
CRM 14769	209 495.18	618 477.43	PLACED
CRM 14770	209 700.665	618 404.83	PLACED
CRM 14771	209 841.67	618 360.265	PLACED
CRM 14772	209 821.525	618 257.225	PLACED
CRM 14773	209 779.68	618 321.49	PLACED
CRM 14774	209 676.585	618 366.255	PLACED

SG/AG CO-ORDINATES OF REFERENCE MARKS

REF MARK	EASTING	NORTHING	ORIGIN
CRM 14775	209 592.365	618 356.66	PLACED
CRM 14776	209 592.57	618 275.49	PLACED
CRM 14777	209 718.295	618 285.135	PLACED
CRM 14783	209 571.48	618 636.215	DP 11652
CRM 14784	209 624.89	618 532.825	DP 11652
CRM 14785	209 750.335	618 465.055	DP 11652
SR 1784	209 444.715	618 558.675	DP 11652

REFERENCE MARKS

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

NOTE:

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

Azimuth: A-B (Strom)

Field Books:

SURVEYOR'S REFERENCE: 18070-01

I, PETER WILLIAM MAYBERRY of MAIL McDONALD BARNESLEY Pty Ltd PO BOX 54 JAMISON ACT 2614 a surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on 10 MARCH 2020

(Signature)

Surveyor, Registered under the Surveyors Act 2007 14 APRIL 2020

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

16 April 2020

Surveyor-General of the ACT

PLAN OF

BLOCK 1 SECTION 76, BLK 1 SEC 77, BLK 1 SEC 78, BLKS 1 & 2 SEC 80, BLKS 1-13 SEC 81, BLKS 1-16 SEC 82, BLK 1 SEC 83, BLKS 6-19 SEC 85 & BLKS 1-10 SEC 86

DIVISION: TAYLOR

DISTRICT: GUNGAHLIN

AUSTRALIAN CAPITAL TERRITORY

SCALE 1:750

0 10 20 40 60 METRES

THIS IS SHEET 1 OF MY PLAN IN 4 SHEETS

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory at 5:17 pm, 23/04/2020

Approved

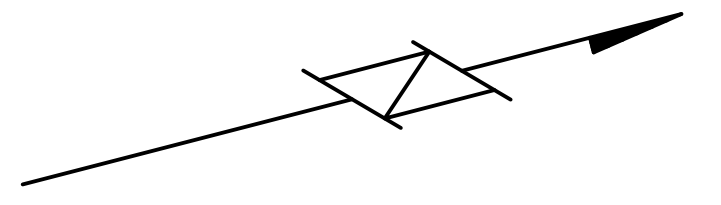
David Pryce
Registrar-General

Registrar of Titles

DEPOSITED PLAN

11731/1

X21953/1



2
22
DP 11353

SEE SHEET 3

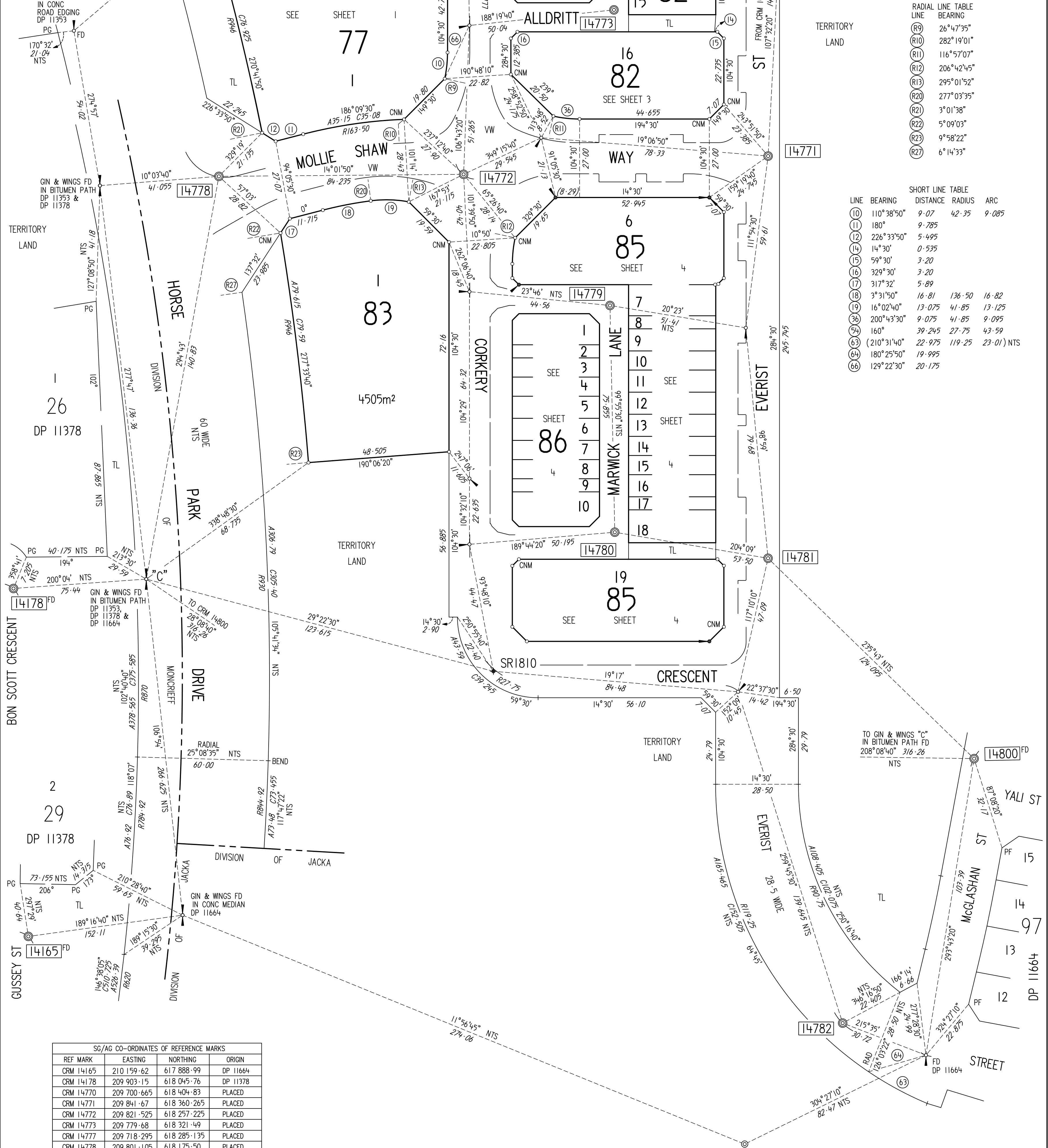
SEE SHEET 1
77

RADIAL LINE TABLE

LINE	BEARING
(R9)	26°47'35"
(R10)	282°19'01"
(R11)	116°57'07"
(R12)	206°42'45"
(R13)	295°01'52"
(R20)	277°03'35"
(R21)	3°01'38"
(R22)	5°09'03"
(R23)	9°58'22"
(R27)	6°14'33"

SHORT LINE TABLE

LINE	BEARING	DISTANCE	RADIUS	ARC
(10)	110°38'50"	9.07	42.35	9.085
(11)	180°	9.785		
(12)	226°33'50"	5.495		
(14)	14°30'	0.535		
(15)	59°30'	3.20		
(16)	329°30'	3.20		
(17)	317°32'	5.89		
(18)	3°31'50"	16.81	136.50	16.82
(19)	16°02'40"	13.075	41.85	13.125
(36)	200°43'30"	9.075	41.85	9.095
(54)	160°	39.245	27.75	43.59
(63)	(210°31'40")	22.975	119.25	23.01) NTS
(64)	180°25'50"	19.995		
(66)	129°22'30"	20.175		



26
DP 11378

BON SCOTT CRESCENT

29
DP 11378

GUSSEY ST

SG/AG CO-ORDINATES OF REFERENCE MARKS

REF MARK	EASTING	NORTHING	ORIGIN
CRM 14165	210 159.62	617 888.99	DP 11664
CRM 14178	209 903.15	618 045.76	DP 11378
CRM 14770	209 700.665	618 404.83	PLACED
CRM 14771	209 841.67	618 360.265	PLACED
CRM 14772	209 821.525	618 257.225	PLACED
CRM 14773	209 779.68	618 321.49	PLACED
CRM 14777	209 718.295	618 285.135	PLACED
CRM 14778	209 801.105	618 175.50	PLACED
CRM 14779	209 879.07	618 289.835	PLACED
CRM 14780	209 953.79	618 276.76	PLACED
CRM 14781	209 975.68	618 325.58	PLACED
CRM 14782	210 154.99	618 328.905	PLACED
CRM 14800	210 078.215	618 395.485	DP 11664
SR 1810	209 989.67	618 224.34	PLACED

KERB LINES IN MARWICK LANE & ALLDRITT LANE HAVE BEEN REMOVED FOR CLARITY
 — DH&W IN CONC/PEBBLECRETE
 NTS NOT TO SCALE
 PF PEG FOUND
 PG PEG GONE
 TL TERRITORY LAND
 VW VARIABLE WIDTH

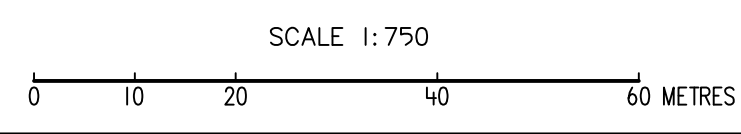
SURVEYOR'S REFERENCE: 18070-01

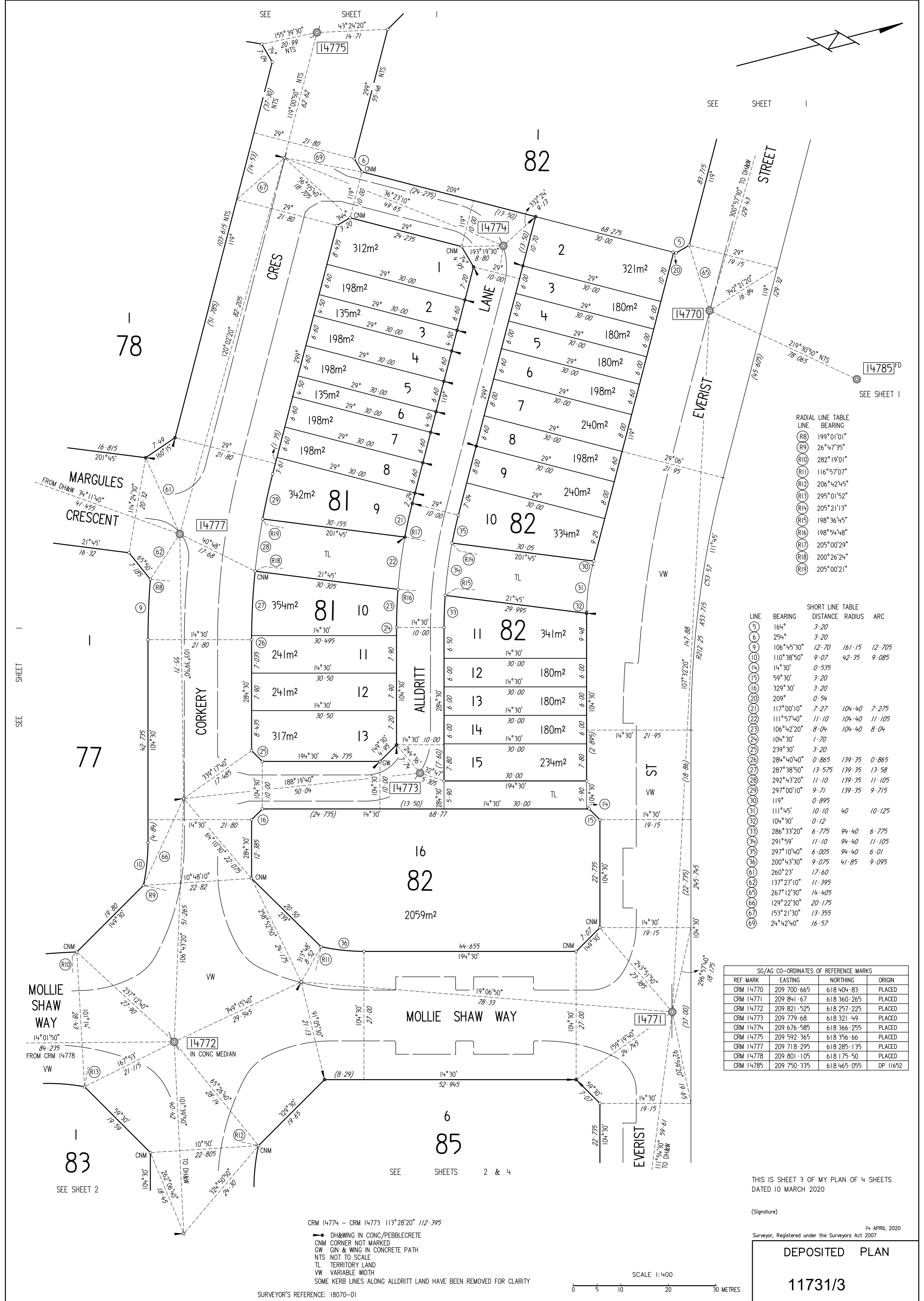
THIS IS SHEET 2 OF MY PLAN OF 4 SHEETS DATED 10 MARCH 2020

(Signature)

14 APRIL 2020
 Surveyor, Registered under the Surveyors Act 2007

DEPOSITED PLAN
 11731/2





RADIAL LINE TABLE

LINE	BEARING
(R8)	199°01'01"
(R9)	26°47'35"
(R10)	282°19'01"
(R11)	116°57'07"
(R12)	206°42'45"
(R13)	295°01'52"
(R14)	205°21'13"
(R15)	198°36'45"
(R16)	198°54'48"
(R17)	205°00'29"
(R18)	200°26'24"
(R19)	205°00'21"

SHORT LINE TABLE

LINE	BEARING	DISTANCE	RADIUS	ARC
(5)	164°	3.20		
(6)	254°	3.20		
(9)	106°45'30"	12.70	161.15	12.705
(10)	110°38'50"	9.07	42.35	9.085
(14)	14°30'	0.535		
(15)	59°30'	3.20		
(16)	329°30'	3.20		
(20)	209°	0.54		
(21)	117°00'10"	7.27	104.40	7.275
(22)	111°57'40"	11.10	104.40	11.105
(23)	106°42'20"	8.04	104.40	8.04
(24)	104°30'	1.70		
(25)	239°30'	3.20		
(26)	284°40'40"	0.865	139.35	0.865
(27)	287°38'50"	13.575	139.35	13.58
(28)	292°43'20"	11.10	139.35	11.105
(29)	297°00'10"	9.71	139.35	9.715
(30)	119°	0.895		
(31)	111°45'	10.10	40	10.125
(32)	104°30'	0.12		
(33)	286°33'20"	6.775	94.40	6.775
(34)	291°59'	11.10	94.40	11.105
(35)	297°10'40"	6.005	94.40	6.01
(36)	200°43'30"	9.075	41.85	9.095
(61)	260°23'	17.60		
(62)	137°27'10"	11.395		
(65)	267°12'30"	14.405		
(66)	129°22'30"	20.175		
(67)	153°21'30"	13.355		
(69)	24°42'40"	16.57		

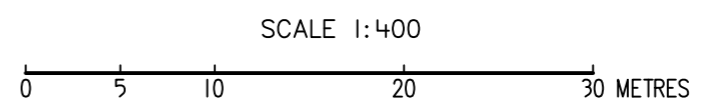
SG/AG CO-ORDINATES OF REFERENCE MARKS

REF MARK	EASTING	NORTHING	ORIGIN
CRM 14770	209 700.665	618 404.83	PLACED
CRM 14771	209 841.67	618 360.265	PLACED
CRM 14772	209 821.525	618 257.225	PLACED
CRM 14773	209 779.68	618 321.49	PLACED
CRM 14774	209 676.585	618 366.255	PLACED
CRM 14775	209 592.365	618 356.66	PLACED
CRM 14777	209 718.295	618 285.135	PLACED
CRM 14778	209 801.105	618 175.50	PLACED
CRM 14785	209 750.335	618 465.055	DP 11652

CRM 14774 - CRM 14773 113°28'20" 112.395

- DH&WING IN CONC/PEBBLECRETE
- CORNER NOT MARKED
- GIN & WING IN CONCRETE PATH
- NTS NOT TO SCALE
- TL TERRITORY LAND
- VW VARIABLE WIDTH
- SOME KERB LINES ALONG ALLDRITT LAND HAVE BEEN REMOVED FOR CLARITY

SURVEYOR'S REFERENCE: 18070-01



THIS IS SHEET 3 OF MY PLAN OF 4 SHEETS DATED 10 MARCH 2020

(Signature)

14 APRIL 2020
Surveyor, Registered under the Surveyors Act 2007

DEPOSITED PLAN

11731/3

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82

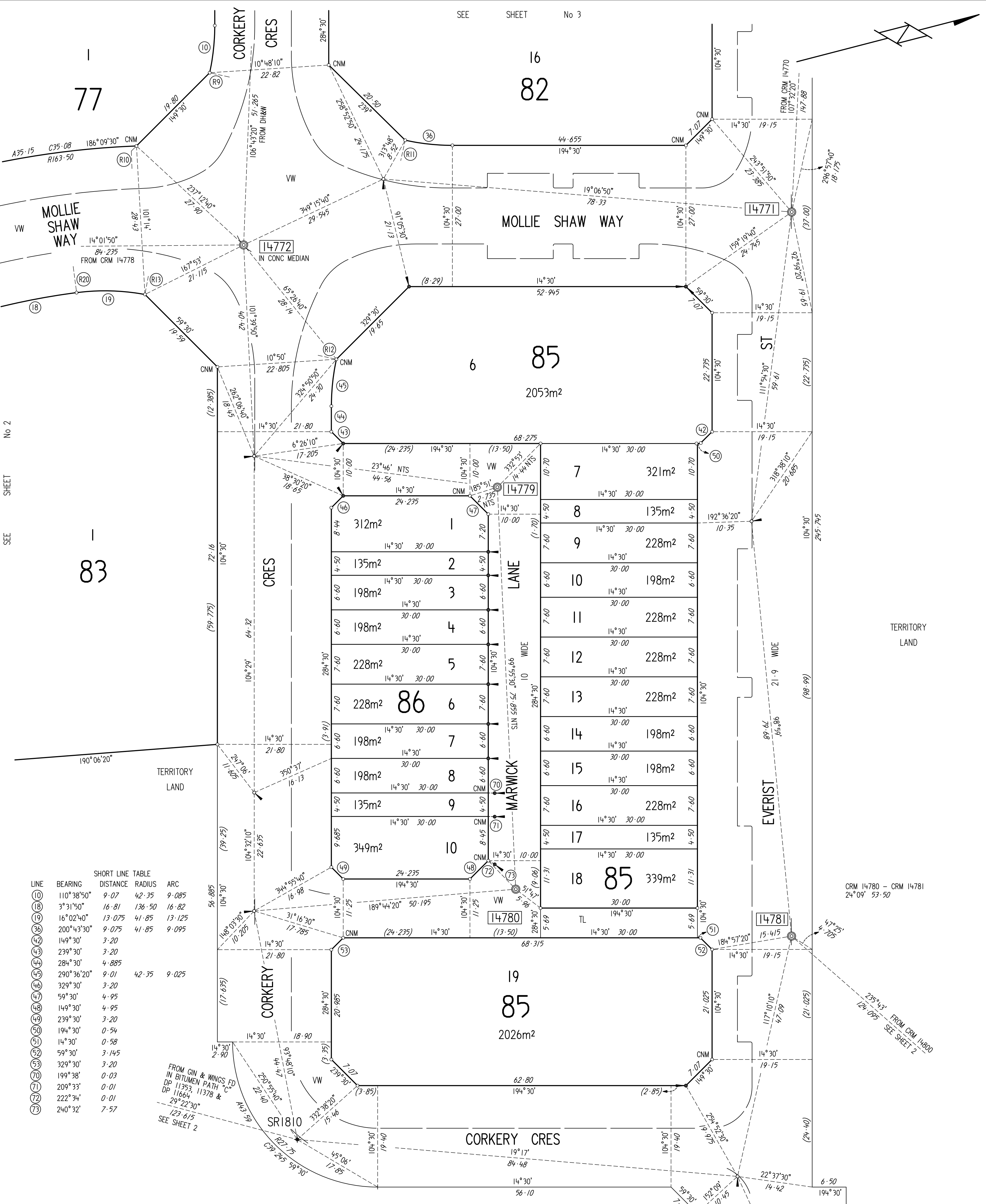
83

6
85
2053m²

86
6

85
339m²

19
85
2026m²



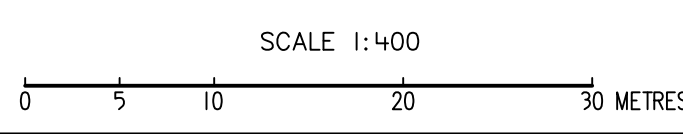
LINE	BEARING	SHORT LINE TABLE DISTANCE	RADIUS	ARC
(10)	110°38'50"	9.07	42.35	9.085
(18)	3°31'50"	16.81	136.50	16.82
(19)	16°02'40"	13.075	41.85	13.125
(36)	200°43'30"	9.075	41.85	9.095
(42)	149°30'	3.20		
(43)	239°30'	3.20		
(44)	284°30'	4.885		
(45)	290°36'20"	9.01	42.35	9.025
(46)	329°30'	3.20		
(47)	59°30'	4.95		
(48)	149°30'	4.95		
(49)	239°30'	3.20		
(50)	194°30'	0.54		
(51)	14°30'	0.58		
(52)	59°30'	3.145		
(53)	329°30'	3.20		
(70)	199°38'	0.03		
(71)	209°33'	0.01		
(72)	222°34'	0.01		
(73)	240°32'	7.57		

SG/AG CO-ORDINATES OF REFERENCE MARKS			
REF MARK	EASTING	NORTHING	ORIGIN
CRM 14770	209 700.665	618 404.83	PLACED
CRM 14771	209 841.67	618 360.265	PLACED
CRM 14772	209 821.525	618 257.225	PLACED
CRM 14778	209 801.105	618 175.50	PLACED
CRM 14779	209 879.07	618 289.835	PLACED
CRM 14780	209 953.79	618 276.76	PLACED
CRM 14781	209 975.68	618 325.58	PLACED
CRM 14782	210 154.99	618 328.905	PLACED
CRM 14800	210 078.215	618 395.485	DP 11664
SR 1810	209 989.67	618 224.34	PLACED

RADIAL LINE TABLE	
LINE	BEARING
(R9)	26°47'35"
(R10)	282°19'01"
(R11)	116°57'07"
(R12)	206°42'45"
(R13)	295°01'52"
(R20)	277°03'35"

NTS NOT TO SCALE
 TL TERRITORY LAND
 VW VARIABLE WIDTH
 DH&WING IN CONC/PEBBLECRETE

SURVEYOR'S REFERENCE: 18070-01



CRM 14780 - CRM 14781
 24°09' 53.50

275°43' FROM CRM 14800
 124.085 SEE SHEET 2

THIS IS SHEET 4 OF MY PLAN OF 4 SHEETS
 DATED 10 MARCH 2020

(Signature)

14 APRIL 2020
 Surveyor, Registered under the Surveyors Act 2007

DEPOSITED PLAN

11731/4

SITE PLAN

LAND DETAILS

Block	1
Section	76
Division	TAYLOR
Deposited Plan Number	11731
Volume/Folio	3006/472
Class of Units (A or B)	A

ACN: 642 331 664

[Signature]
Dimitri Nikias
Director

[Signature]
George Diamond
Director

TAYLOR PROJECTS No. 3 PTY LTD
Signature of Lessee

[Signature]
Karen Walker
12 April 2023
Delegate of the
ACT Planning and Land Authority

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

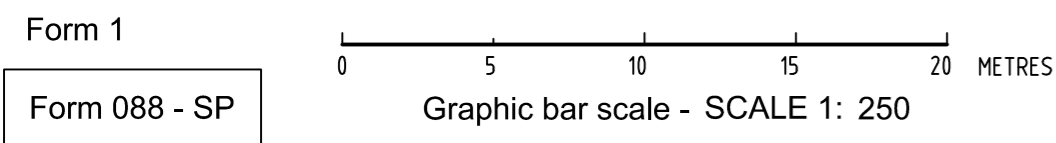
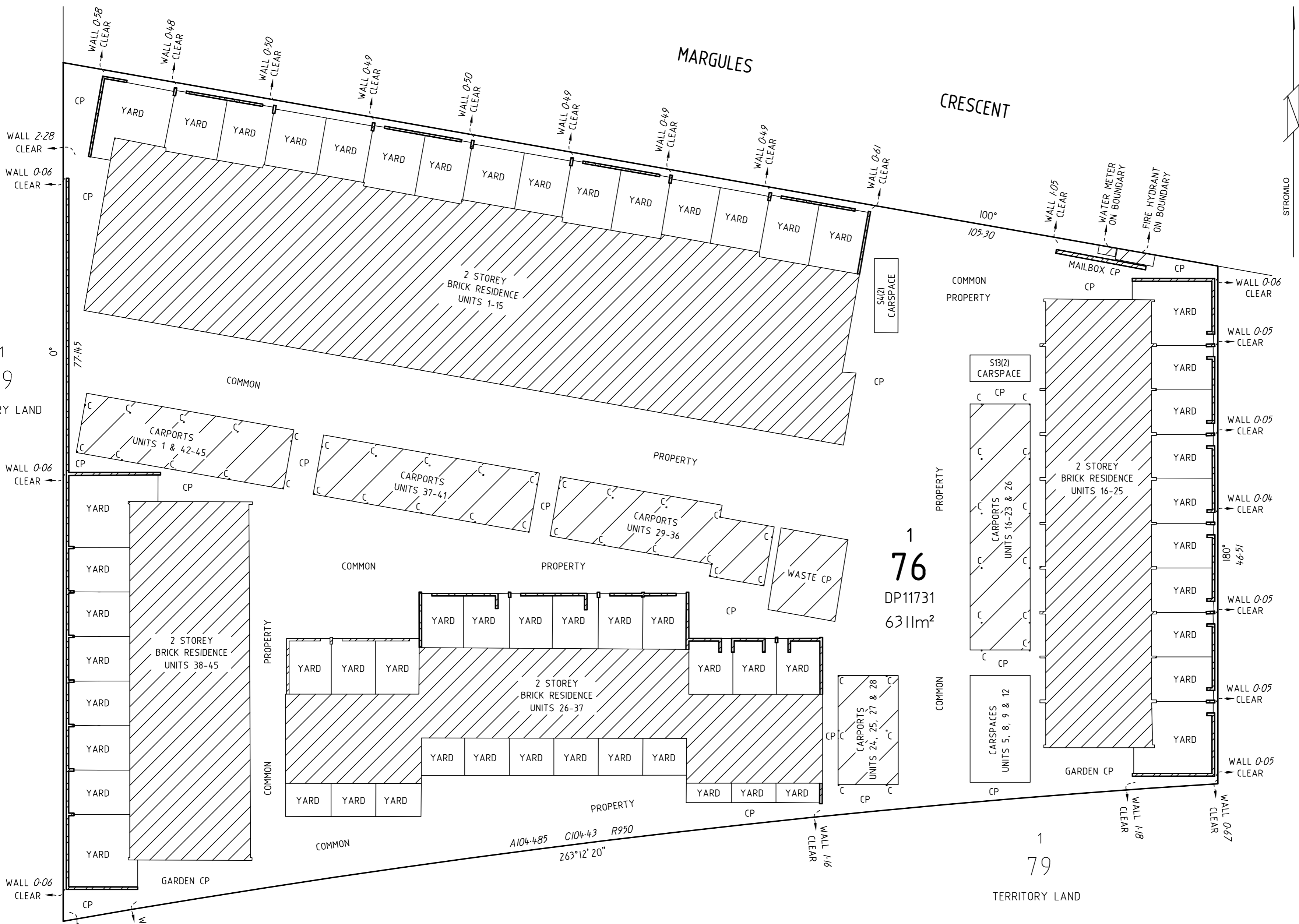
Deposited in the office of the Registrar of Titles at Canberra
In the Australian Capital Territory at

2:51 pm, 17/04/2023
Approved *[Signature]*
David Pryce
Registrar-General



UNITS PLAN No.

15797



SURVEYORS DECLARATION
I, **STEPHEN JOHN NOAKES** of
VERIS AUSTRALIA PTY LIMITED
A surveyor registered under the *Surveyors Act 2007*, hereby certify that:
1. The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on (insert date) - 16th March 2023
2. The survey is in accordance with the following Acts:
• *Unit Titles Act 2001*;
• *Land Titles (Unit Titles) Act 1970*;
• *Land Titles Act 1925*; and,
any other Regulation made under those Acts and in accordance with the *Surveyors Practice Directions*.

[Signature]
Signature of Registered Surveyor
16th March 2023
Dated

CROSS OUT EITHER OF ITEM 3 OR 3(a)-3(c), WHICHEVER DOES NOT APPLY — 3(a)-(c) CANNOT APPLY IF AN ENCRoACHMENT OCCURS OVER A ROAD OR PUBLIC PLACE UNLESS THE ENCRoACHMENT IS AN ATTACHMENT AS DEFINED BY THE UNIT TITLES ACT 2001.
3. Each building (including anything attached to it) or building in the course of erection on the parcel is wholly within the parcel.
OR
3 (a), (b), (c) ~~a) All units and unit subsidiaries shown in the diagrams are wholly within the parcel;~~
~~b) The diagram clearly indicates the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel; and,~~
~~c) The diagrams clearly indicate the existence, nature and extent of any easement granted and registered, or to be granted and registered upon registration of this proposed plan, pertaining to the parcel.~~
UNIT 4, 21 NAPIER CLOSE, DEAKIN ACT 2600
Address for Service of Notice
SIGNATURE STRATA
Name of Manager / Owners Corporation

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Blocks	Unit Plan No
TAYLOR	76	1	15797

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	272	2	3016	714
2	296	1	3016	715
3	296	1	3016	716
4	267	2	3016	717
5	267	2	3016	718
6	296	1	3016	719
7	296	1	3016	720
8	267	2	3016	721
9	267	2	3016	722
10	296	1	3016	723
11	296	1	3016	724
12	267	2	3016	725
13	267	2	3016	726
14	296	1	3016	727
15	300	1	3016	728
16	217	2	3016	729
17	209	2	3016	730
18	209	2	3016	731
19	209	2	3016	732
20	209	2	3016	733
21	209	2	3016	734
22	209	2	3016	735
23	209	2	3016	736
24	209	2	3016	737
25	217	2	3016	738
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
TAYLOR PROJECTS No. 3 PTY LTD			Volume	Folio
..... Signature of Lessee			3016	713
Column 1 above is the schedule of unit entitlement approved for the subdivision.			Deposited in the office of the Registrar of Titles at Canberra In the Australian Capital Territory at 2:51 pm, 17/04/2023	
Dated	this day of	20	Approved	
..... Delegate of the Authority/Executive			David Pryce Registrar-General	
		 Deputy Registrar-General	

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Blocks	Unit Plan No
TAYLOR	76	1	15797

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	154	3	3016	739
27	144	3	3016	740
28	144	3	3016	741
29	144	3	3016	742
30	144	3	3016	743
31	144	3	3016	744
32	144	3	3016	745
33	144	3	3016	746
34	144	3	3016	747
35	144	3	3016	748
36	144	3	3016	749
37	154	3	3016	750
38	245	2	3016	751
39	235	2	3016	752
40	235	2	3016	753
41	235	2	3016	754
42	235	2	3016	755
43	235	2	3016	756
44	235	2	3016	757
45	245	2	3016	758
Aggregate	10000	94	The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
TAYLOR PROJECTS No. 3 PTY LTD			Volume	Folio
..... Signature of Lessee				
Column 1 above is the schedule of unit entitlement approved for the subdivision.			<small>Deposited in the office of the Registrar of Titles at Canberra In the Australian Capital Territory at 2:51 pm, 17/04/2023</small>	
Dated	this day of	20	<small>Approved</small> <small>David Pryce Registrar-General</small>	 <small>Registrar of Titles</small>
..... Delegate of the Authority/Executive		 Deputy Registrar-General	

FLOOR PLAN

Block
1

Section
76

Division
TAYLOR

FLOOR NUMBER
LEGEND/INDEX

TAYLOR PROJECTS No. 3 PTY LTD
Signature of Lessee

.....
 Delegate of the
 ACT Planning and Land Authority
**APPROVED UNDER THE UNIT TITLES ACT 2001,
 AS THE UNITS PLAN FOR THE SUBDIVISION
 OF THE ABOVE MENTIONED PARCEL OF LAND**

UNITS PLAN No.

ADDRESS	UNIT IDENTIFIER				SUBSIDIARIES				
	UNIT No.	SHEET No.	FLOOR	DOOR No.	YARD		CAR SPACE / GARAGE		TOTAL SUBSIDIARY No
					SUB No.	SHEET No.	SUB No.	SHEET No.	
	1	5, 7	GROUND/FIRST	1	1	5	2	6	2
	2	5, 7	GROUND/FIRST	2	1	5			1
	3	5, 7	GROUND/FIRST	3	1	5			1
	4	5, 7	GROUND/FIRST	4	1	5	2	6	2
	5	5, 7	GROUND/FIRST	5	1	5	2	6	2
	6	5, 7	GROUND/FIRST	6	1	5			1
	7	5, 7	GROUND/FIRST	7	1	5			1
	8	5, 7	GROUND/FIRST	8	1	5	2	6	2
	9	5, 7	GROUND/FIRST	9	1	5	2	6	2
	10	5, 7	GROUND/FIRST	10	1	5			1
	11	5, 7	GROUND/FIRST	11	1	5			1
	12	5, 7	GROUND/FIRST	12	1	5	2	6	2
	13	5, 7	GROUND/FIRST	13	1	5	2	6	2
	14	5, 7	GROUND/FIRST	14	1	5			1
	15	5, 7	GROUND/FIRST	15	1	5			1
	16	5, 7	GROUND/FIRST	16	1	5	2	6	2
	17	5, 7	GROUND/FIRST	17	1	5	2	6	2
	18	5, 7	GROUND/FIRST	18	1	5	2	6	2
	19	5, 7	GROUND/FIRST	19	1	5	2	6	2
	20	5, 7	GROUND/FIRST	20	1	5	2	6	2
	21	5, 7	GROUND/FIRST	21	1	5	2	6	2
	22	5, 7	GROUND/FIRST	22	1	5	2	6	2
	23	5, 7	GROUND/FIRST	23	1	5	2	6	2
	24	5, 7	GROUND/FIRST	24	1	5	2	6	2
	25	5, 7	GROUND/FIRST	25	1	5	2	6	2
	26	5, 7	GROUND/FIRST	26	1, 2	5, 5	3	6	3
	27	5, 7	GROUND/FIRST	27	1, 2	5, 5	3	6	3
	28	5, 7	GROUND/FIRST	28	1, 2	5, 5	3	6	3
	29	5, 7	GROUND/FIRST	29	1, 2	5, 5	3	6	3
	30	5, 7	GROUND/FIRST	30	1, 2	5, 5	3	6	3
	31	5, 7	GROUND/FIRST	31	1, 2	5, 5	3	6	3
	32	5, 7	GROUND/FIRST	32	1, 2	5, 5	3	6	3
	33	5, 7	GROUND/FIRST	33	1, 2	5, 5	3	6	3
	34	5, 7	GROUND/FIRST	34	1, 2	5, 5	3	6	3
	35	5, 7	GROUND/FIRST	35	1, 2	5, 5	3	6	3
	36	5, 7	GROUND/FIRST	36	1, 2	5, 5	3	6	3
	37	5, 7	GROUND/FIRST	37	1, 2	5, 5	3	6	3
	38	5, 7	GROUND/FIRST	38	1	5	2	6	2
	39	5, 7	GROUND/FIRST	39	1	5	2	6	2
	40	5, 7	GROUND/FIRST	40	1	5	2	6	2
	41	5, 7	GROUND/FIRST	41	1	5	2	6	2
	42	5, 7	GROUND/FIRST	42	1	5	2	6	2
	43	5, 7	GROUND/FIRST	43	1	5	2	6	2
	44	5, 7	GROUND/FIRST	44	1	5	2	6	2
	45	5, 7	GROUND/FIRST	45	1	5	2	6	2

- Y DENOTES YARD
- C DENOTES COLUMN
- CP DENOTES COMMON PROPERTY
- # DENOTES BOUNDARY IS FACE OR LINE OF FACE OF COLUMN
- * DENOTES BOUNDARY THROUGH CENTRE OR LINE OF CENTRE OF COLUMN
- DENOTES BOUNDARY IS FACE OR LINE OF FACE OF KERB

WHERE A YARD/BALCONY ABUTS THE MAIN BUILDING WALL, THIS YARD/BALCONY SUBSIDIARY BOUNDARY IS THE EXTERNAL FACE OF SUCH WALL, OTHERWISE THE YARD/BALCONY SUBSIDIARY BOUNDARIES ARE CENTRELINE OF WALL

YARDS/BALCONYS ARE LIMITED IN DEPTH TO THE MEDIAN OF THE CONCRETE SLAB WHICH FORMS THE LOWER SURFACE OF THE YARD

YARDS/BALCONYS ARE LIMITED IN HEIGHT TO THE PROJECTION OF THE UPPER BOUNDARY OF THE RESPECTIVE UNIT

UNITS AND SUBSIDIARIES ARE SUBJECT TO RIGHTS OF ENTRY FOR INSPECTION AND MAINTENANCE UNDER SECTION 34 OF THE UNIT TITLES ACT 2001

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

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

ALL AREAS ARE APPROXIMATE. UNITS AND SUBSIDIARIES MAY CONTAIN COLUMNS AND SERVICES DUCTS, WHICH ARE COMMON PROPERTY AND MAY NOT BE SHOWN ON THE UNITS PLAN

THE OWNERS CORPORATION OR OTHER UNIT OWNERS HAVE RIGHTS OVER THESE COLUMNS AND SERVICE DUCTS UNDER SECTIONS 34 AND 35 OF THE UNIT TITLES ACT 2001

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

FLOOR PLAN

Block	1
Section	76
Division	TAYLOR
FLOOR NUMBER	GROUND

TAYLOR PROJECTS No. 3 PTY LTD
 Signature of Lessee

Delegate of the
 ACT Planning and Land Authority

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

CLASS A UNITS AND UNIT SUBSIDIARIES
 SEE SHEET 4 FOR LEGEND

UNITS PLAN No.
 15797

1
 79
 TERRITORY LAND

STROMLO



1
 79
 TERRITORY LAND

SEE SHEET 6 FOR CARSPACE/CARPORT DIMENSIONS AND AREAS

FLOOR PLAN

Block
1
Section
76
Division
TAYLOR
FLOOR NUMBER
GROUND

TAYLOR PROJECTS No. 3 PTY LTD
Signature of Lessee

Delegate of the
ACT Planning and Land Authority

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

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 4 FOR LEGEND

UNITS PLAN No.
15797



1
79
TERRITORY LAND

1
79
TERRITORY LAND

FLOOR PLAN

Block	1
Section	76
Division	TAYLOR
FLOOR NUMBER	FIRST

TAYLOR PROJECTS No. 3 PTY LTD
 Signature of Lessee

Delegate of the
 ACT Planning and Land Authority

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

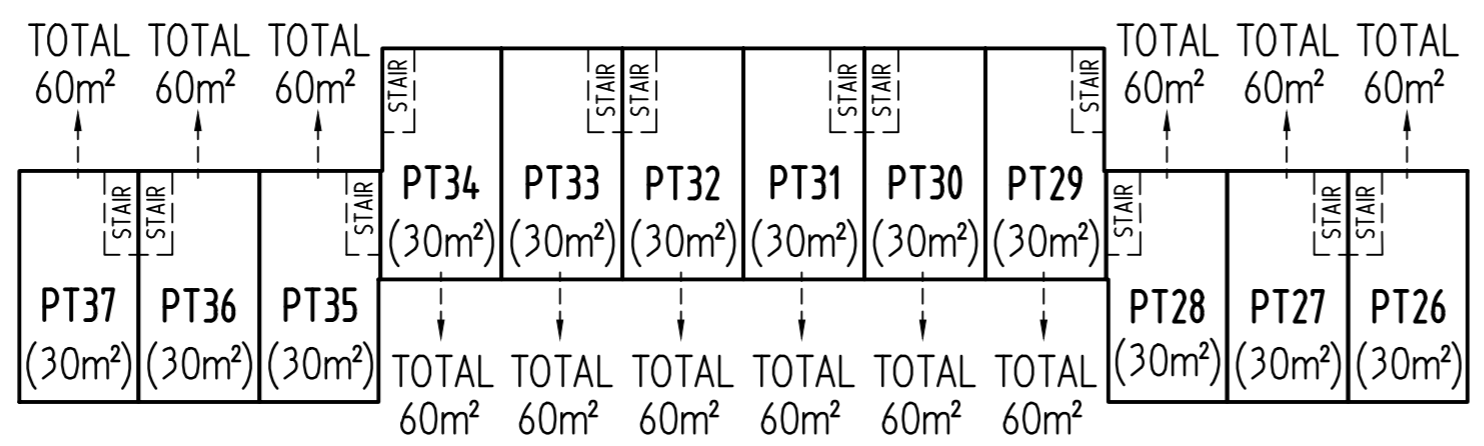
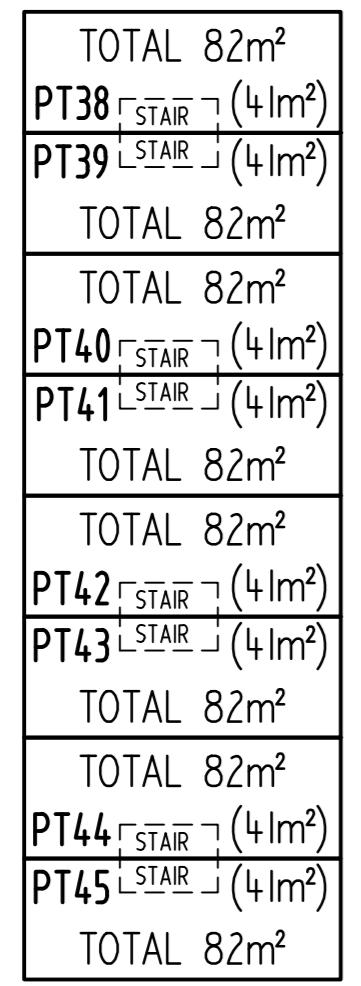
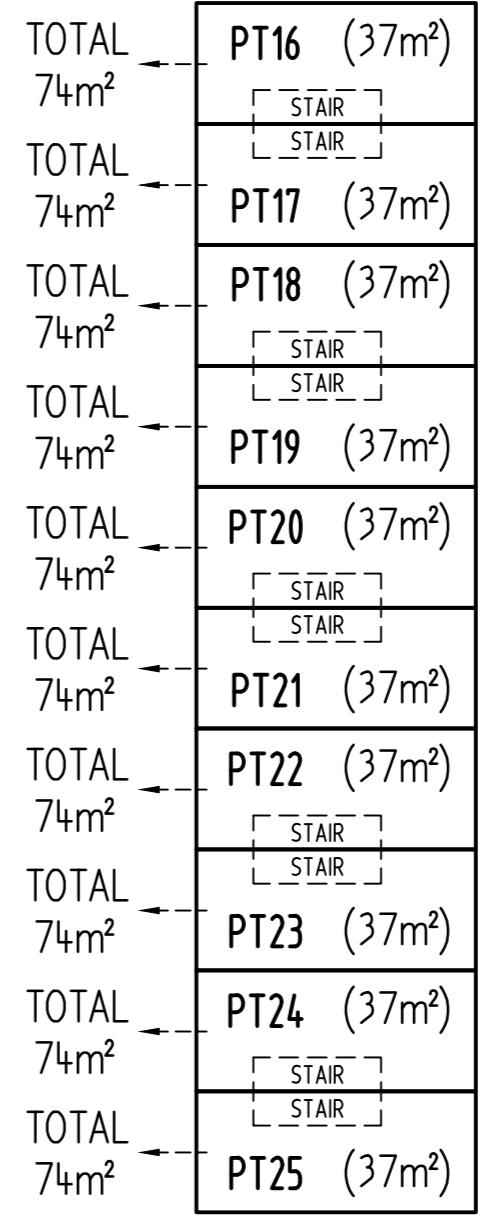
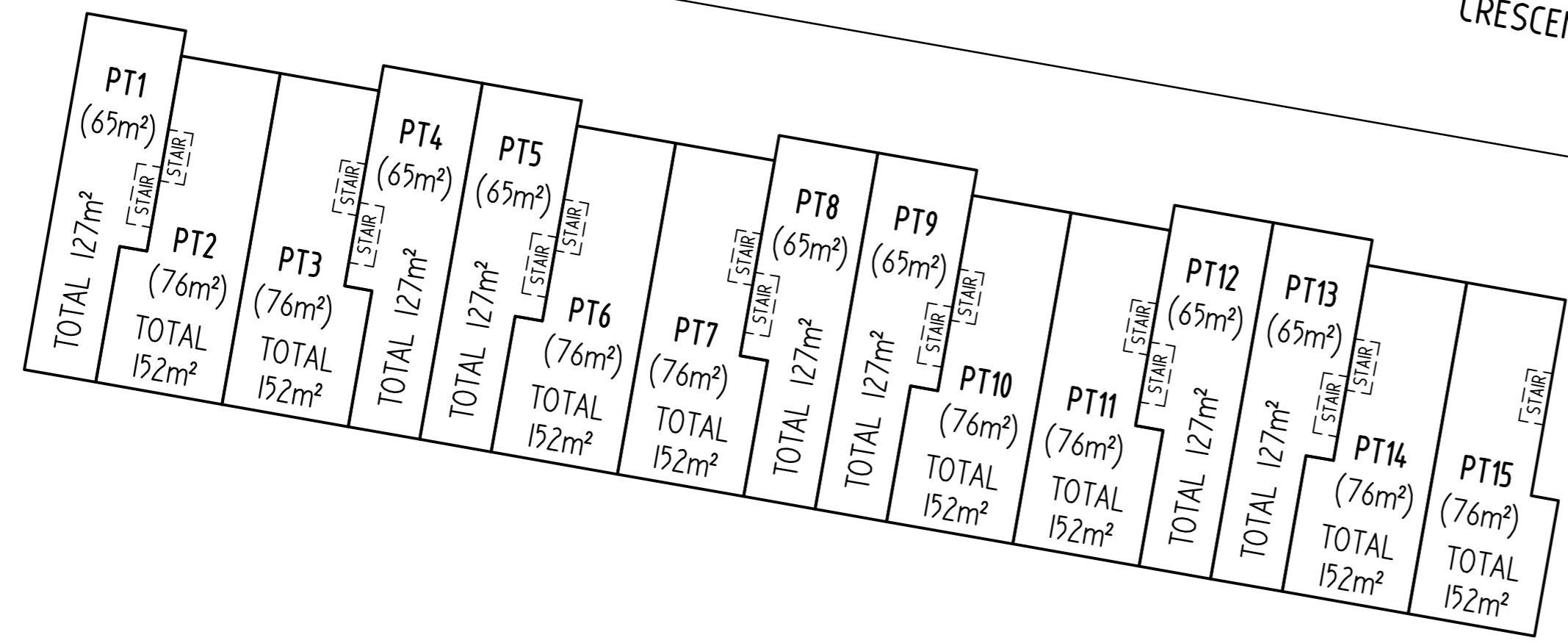
CLASS A UNITS AND UNIT SUBSIDIARIES
 SEE SHEET 4 FOR LEGEND

UNITS PLAN No.
15797

1
 79
 TERRITORY LAND



MARGULES
 CRESCENT



1
 79
 TERRITORY LAND

Form 4

Land Titles (Units Titles) Act 1970

UNITS PLAN NO 15797

Block 1 Section 76 Division of TAYLOR

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

- | | | |
|------|----|---|
| TERM | 1. | The term of the lease of each of the units expires on the twenty ninth day of April Two thousand one hundred and twenty. |
| RENT | 2. | The rent reserved by and payable under the lease of each of the units is five cents per annum if demanded. |
| | 3. | Each Lessee of each of the Units Nos 1 - 45 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows: <ul style="list-style-type: none">(a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;(b) to pay to the Authority or any statutory authority his proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the <u>Planning and Development Act 2007</u> and the <u>Unit Titles Act 2001</u>; |

PURPOSE	<p>(c) To use the premises only for one or more of the following purposes:</p> <ul style="list-style-type: none"> (i) boarding house; (ii) child care centre; (iii) community activity centre; (iv) guest house; (v) health facility; (vi) multi-unit housing of not less than thirty four (34) dwellings and not more than forty five (45) dwellings; (vii) residential care accommodation; (viii) retirement village; and (ix) supportive housing;
UNIT SUBSIDIARY	<p>(d) Not to use any unit subsidiary to that unit as a habitation;</p>
SERVICE AREAS	<p>(e) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the unit is suitably screened from public view;</p>
BUILDING SUBJECT TO APPROVAL	<p>(f) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building on the parcel or make any structural alterations to the unit;</p>
REPAIR	<p>(g) That the Lessee shall at all times during the said term maintain repair and keep in repair the unit and any unit subsidiary to the satisfaction of the Authority excluding any defined parts under the provisions of the <u>Unit Titles Act 2001</u>;</p>
FAILURE TO REPAIR	<p>(h) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the unit and any unit subsidiary the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to affect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority</p>

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

- | | | |
|-----------------------|-----|--|
| RIGHT OF INSPECTION | (i) | To permit any person or persons authorised by the Authority to enter upon the unit or any unit subsidiary at all reasonable times and in any reasonable manner to inspect the unit; |
| RATES AND CHARGES | (j) | To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the unit as and when they are due for payment; |
| PRESERVATION OF TREES | (k) | That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree: <ul style="list-style-type: none"> (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or (ii) to which the <u>Tree Protection Act 2005</u>, applies; |
| MINERALS AND WATER | (l) | All minerals on or in the unit and the right to the use, flow and control of ground water under the surface of the unit are reserved to the Territory. |
| | 4. | The Commonwealth covenants with each of the Lessees of all the units as follows: |
| QUIET ENJOYMENT | | That the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the unit without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority. |
| | 5. | It is mutually covenanted and agreed by the Commonwealth and each of the Lessees of all the units as follows: |
| TERMINATION | (a) | That if: <ul style="list-style-type: none"> (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or |

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

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

ACCEPTANCE OF (b)
RENT

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

FURTHER LEASE (c)

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

NOTICES

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

EXERCISE OF
POWERS

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

- (i) the Authority;

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

6. In this schedule unless the contrary intention appears:

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

- (g) “community activity centre” means the use of the parcel of land by a public authority or a body of persons associated for the purpose of providing for the social well being of the community;
- (h) “dual occupancy housing” means the use of the parcel of land that was originally used or leased for the purposes of single dwelling housing for two dwellings;
- (i) “dwelling”:
 - (i) means a class 1 building, or a self-contained part of a class 2 building, that:
 - (A) includes the following that are accessible from within the building, or the self-contained part of the building:
 - (1) not more than 2 kitchens;
 - (2) at least 1 bath or shower;
 - (3) at least 1 toilet pan; and
 - (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and
 - (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;
- (j) “guest house” means the use of the parcel of land for one or more commercial accommodation units and where common or shared facilities are provided for the provision of services such as meals and laundry to occupants of the premises but not to non occupant members of the public;
- (k) “health facility” means the use of the parcel of land for providing health care services (including diagnosis, preventative care or counselling) or medical or surgical treatment to out-patients only;

- (l) “Lessee” shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy the persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (m) “multi-unit housing” means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (n) “premises” means the parcel of land and any building or other improvements on the parcel of land;
- (o) “residential care accommodation” means the use of the parcel of land by an agency or organisation that exists for the purposes of providing accommodation and services such as the provision of meals, domestic services and personal care for persons requiring support. Although services must be delivered on site, management and preparation may be carried out on site or elsewhere;
- (p) “retirement village” means premises where older members of the community or retired people live, or will live, in independent living units or serviced units, under a retirement village scheme;
- (q) “retirement village scheme” for a retirement village, means a scheme under which a person may:
 - (i) enter into a residence contract with the scheme operator for the retirement village; and
 - (ii) on payment of an ingoing contribution, acquire personally or for someone else a right to live in the retirement village, however the right accrues; and

- (iii) on payment of the relevant charge, acquires personally or for someone else a right to receive one (1) or more services in relation to the retirement village;
- (r) “supportive housing” means the use of the parcel of land for residential accommodation for persons in need of support, which is managed by a Territory approved organisation that provides a range of support services such as counselling, domestic assistance and personal care for residents as required. Although such services must be able to be delivered on site, management and preparation may be carried out on site or elsewhere. Housing may be provided in the form of self-contained dwellings. The term does not include a retirement village or student accommodation;
- (s) “Territory” means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C’t);
- (t) “unit” means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (u) “unit subsidiaries” has the same meaning as in the Unit Titles Act 2001;
- (v) words in the singular include the plural and vice versa;
- (w) words importing one gender include the other genders;

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

Dated this.....twelfth..... day ofApril.....2023.



George Diamond
Director



Dimitri Nikias
Director



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

LESSEE: **TAYLOR PROJECTS NO 3 PTY LTD ACN 642 331 664**

Form 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 15797

Block 1 Section 76 Division of TAYLOR

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

1. The term of the lease expires on the twenty ninth day of April Two thousand one hundred and twenty.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Owners - Units Plan No.15797 ("the Owners Corporation") covenants with Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:
 - (a) To pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
 - (b) To use the common property for the purpose of carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the Owners Corporation PROVIDED THAT these uses are consistent with the permitted purposes of the units;
 - (c) Not to erect any building or make any structural alterations in any building or part of a building or other improvement on the common property without the previous approval in writing of the Authority, except where exempt by law;
 - (d) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;

- (e) except where necessary for compliance with Clause 3(d) of this lease not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Authority;
- (f) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair any building part of a building landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the parcel of land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the repairs and maintenance needed require the Owners Corporation to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Owners Corporation require the Owners Corporation to remove the building or improvement and may require the Owners Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Owners Corporation does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
- (g) To permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the parcel of land forming the common property;
- (h) That the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the common property is suitably screened from public view;
- (i) That the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;

- (j) All minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.
4. It is mutually covenanted and agreed by the Commonwealth of Australia and the Owners Corporation as follows:
- (a) That if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;
 - (b) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
 - (c) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.
5. In this schedule unless the contrary intention appears:
- (a) “Authority” means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
 - (b) “building” means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
 - (c) “owners corporation” means the body corporate under the name of ‘The Owners - Units Plan No. 15797 ‘;
 - (d) “premises” means the parcel of land and any building or other improvements on the parcel of land;

- (e) “services” means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (f) “Territory” means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C’t’h);
- (g) “unit” means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (h) words in the singular include the plural and vice versa;
- (i) words importing one gender include the other genders;
- (j) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

Dated this.....twelfth..... day of.....April.....2023.



George Diamond
Director



Dimitri Nikias
Director



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

LESSEE: TAYLOR PROJECTS NO 3 PTY LTD ACN 642 331 664



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	45	Block	1	Section	76	Suburb	TAYLOR
-------------	-----------	--------------	----------	----------------	-----------	---------------	---------------

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

- | | No | Yes |
|--|-----------|------------------|
| 1. Have any notices been issued relating to the Crown Lease? | (X) | () |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease? | (X) | () |
| 3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="checkbox"/> | () | (X) |
| Certificate Number: 85178 | | Dated: 11-APR-23 |
| 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 : InfoTrack, InfoTrack
 E-mail Address : actenquiries@infotrack.com.au
 Client Reference : 260421 - 193493144

Date: 05-MAY-26 10:22:22



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

05-MAY-2026 10:22

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

TAYLOR Section 76/Block 1/Unit 45

Building Class: A

Area(m2): 6,311.4
Unimproved Value: \$4,350,000 **Year:** 2025
Subdivision Status: Application received under the Unit Titles Act.
Heritage Status: Nil.

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

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA202038177 **Lodged** 01-FEB-21 **Type** See Subclass

-- Application Details -----

Description

PROPOSAL FOR MULTI UNIT DEVELOPMENT - Construction of 45 new townhouses, associated garages, car parking, construction of a new verge crossing, landscaping and associated works.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Gungahlin	Taylor	76	1-1	

-- Involved Parties -----

Role	Name
Lessee	Suburban Land Agency
Applicant	Dna Architects

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

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

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



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

05-MAY-2026 10:22

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 2

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

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

URBAN FOREST ACT 2023

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

----- END OF REPORT -----

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

The Owners - Units Plan No. 15797

Unit No: 45 Lot No: 45

The above Corporation hereby certifies, pursuant to the Unit Titles Act, Section 119, the contributions payable under the Act in respect of the above unit are as follows:

Entitlements

Unit Entitlement: **245**

Total Building Entitlements: **10,000**

Managing Agent

Name and address of manager (if any) appointed under Section 50 is: **SIGNATURE STRATA
17/11 National Circuit
BARTON ACT 2600**

Contact Phone Number: **0261850347**

Corporation's records can be inspected at

Address: **SIGNATURE STRATA
17/11 National Circuit
BARTON ACT 2600**

Contact Phone Number: **0261850347**

Members of Corporation's executive committee

Office	Name	Address
--------	------	---------

Chairperson

Secretary

Treasurer

Committee	Craig Voysey	16/10 Margules Crescent Taylor ACT 2913
	Monique Swan	40/10 Margules Crescent Taylor ACT 2913
	Suresh Bingi	27/10 Margules Cres Taylor ACT 2914
	Noel Bartolome	10/10 Margules Crescent Taylor ACT 2913

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 15797 - Unit 45

Funds Details

Contributions payable to Administration Fund:

Total amount last determined with respect of the unit **\$2,427.16**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/04/25 to 30/06/25	606.79	01/06/25	27/05/25	0.00	01/06/25
01/07/25 to 30/09/25	606.79	01/08/25	23/07/25	0.00	01/08/25
01/10/25 to 31/12/25	606.79	01/11/25	28/10/25	0.00	01/11/25
01/01/26 to 31/03/26	606.79	02/02/26	23/03/26	0.00	02/02/26

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

Paid to **31/03/26**

Special contributions payable to Administration Fund:

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

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

Contributions payable to Sinking Fund:

Total amount last determined with respect of the unit **\$401.16**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/04/25 to 30/06/25	100.29	01/06/25	27/05/25	0.00	01/06/25
01/07/25 to 30/09/25	100.29	01/08/25	23/07/25	0.00	01/08/25
01/10/25 to 31/12/25	100.29	01/11/25	28/10/25	0.00	01/11/25
01/01/26 to 31/03/26	100.29	02/02/26	23/03/26	0.00	02/02/26

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

Paid to **31/03/26**

Special contributions payable to Sinking Fund:

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

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

Other Levies

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

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

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 15797 - Unit 45

Other amounts owing

Rate of interest payable	10.00	per cent		Interest Owing	\$9.69
Purpose		Fund	Amount	Due Date	Amount Due

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

Total amount due and payable as at the date of this Certificate (credit shown with -): **\$9.69**

Insurance Policies

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Due Date	Date when last premium paid	Amount of last premium
<i>BUILDING HUTCH UNDERWRITING</i>	HRS11249854	1,923,600,000.00	31/03/27		18,151.44
<i>LOSS OF RENT HUTCH UNDERWRITING</i>	HRS11249854	2,885,400.00	31/03/27		
<i>BUILDING CATASTROPHE HUTCH UNDERWRITING</i>	HRS11249854	2,885,400.00	31/03/27		
<i>PUBLIC LIABILITY HUTCH UNDERWRITING</i>	HRS11249854	20,000,000.00	31/03/27		
<i>FIDELITY GUARANTEE HUTCH UNDERWRITING</i>	HRS11249854	10,000.00	31/03/27		
<i>OFFICE BEARERS HUTCH UNDERWRITING</i>	HRS11249854	250,000.00	31/03/27		
<i>VOLUNTARY WORKERS HUTCH UNDERWRITING</i>	HRS11249854	9,250,000.00 / \$2,000.00	31/03/27		
<i>GOVT AUDIT COSTS HUTCH UNDERWRITING</i>	HRS11249854	25,000.00	31/03/27		
<i>APPEAL EXPENSES HUTCH UNDERWRITING</i>	HRS11249854	100,000.00	31/03/27		
<i>LOT OWNERS FIXTURES HUTCH UNDERWRITING</i>	HRS11249854	250,000.00	31/03/27		
<i>WORKERS COMPENSATION HUTCH UNDERWRITING</i>	HRS11249854	Selected	31/03/27		456.50
<i>COMMON AREA CONTENTS HUTCH UNDERWRITING</i>	HRS11249854	192,360.00	31/03/27		
<i>LEGAL DEFENSE HUTCH UNDERWRITING</i>	HRS11249854	50,000.00	31/03/27		

Fund Balances

Balances as at: 05 May 2026

Administrative Fund	10,547.53
Sinking Fund	28,844.45

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 15797 - Unit 45

Developer Control Period

Developer Control Period Expiry Date: Yes

Borrowed Money

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

Sustainability Infrastructure

Whether the corporation has installed sustainability infrastructure and who owns it:

Crown Lease Extension Application

Whether the corporation has applied to the Planning and Land Authority for an extension of the crown lease:

No

Ongoing Development Approval

Whether the units plan is subject to ongoing Development Approval conditions:

Every units plan will be impacted by a development approval at its inception and on an ongoing basis. Conditions of any development approval must be taken into account when unit owners or the owners corporation seek to make changes to units or the units plan.

Any proposed works on a unit or the common property may require owners corporation and/or approval from the planning and land authority (ACT Government). We recommend you contact Access Canberra to request a copy/copies of relevant development approvals. An e-mail may be sent to acepdcustomerservices@act.gov.au to make this request.

It is beyond the capacity of the owners corporation/strata manager for the purposes of this certificate to provide all development approvals that may impact the units plan.

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 15797 - Unit 45

Embedded Network

If any of the utility services within the units plan are a part of an embedded network

(i) Which utility service the embedded network applies to

Not applicable

(ii) The name of the embedded network provider

Not applicable



Dated at Canberra the **05 May 2026**

RESIDENTIAL STRATA POLICY CERTIFICATE OF CURRENCY

The Insured

Policy Number	HRSH249854
PDS and Policy Wording	Hutch Residential Strata version HRS8
The Insured	Unit Plan 15797
Situation	10 Margules Crescent, Taylor ACT 2913
Period of Insurance:	Commencement Date 4.00pm on 03/04/2026
	Expiry Date 4.00pm on 31/03/2027
Date of Issue	17/03/2026

Policy Limits / Sums Insured

Section 1	Buildings	\$19,236,000
	Common Area Contents	\$192,360
	Temporary Accommodation & Loss of Rent	\$2,885,400
	Flood	Selected
	Additional Catastrophe Cover	\$2,885,400
	Unit Owners' Fixtures and Improvements	\$1,923,600
Section 2	Property Owner's Legal Liability	\$20,000,000
Section 3	Voluntary Workers Personal Accident	\$200,000 /\$2,000 weekly
Section 4	Fidelity Guarantee	\$100,000
Section 5	Office Bearers Liability	\$250,000
Section 6	Machinery Breakdown	Section not taken
Section 7	Part A: Government Audit Expenses	\$25,000
	Part B: Health & Safety Legal Expenses	\$100,000
	Part C: Legal Expenses	\$50,000
Section 8	Cyber	\$10,000

Insurer	Certain Underwriters at Lloyds led by Arch Managing Agency Limited, Syndicate 2012.
Insurer Participation	100%
Agreement Numbers (UMR)	B200800000STR2025

This Policy has been issued by Hutch Underwriting Pty Ltd ABN 846 552 56 134, of L6, 7-15 Macquarie Place, Sydney, NSW, 2000, Authorised Representative number 001296345 on behalf of certain underwriters at Lloyds and confirms that on the Date of Issue a policy existing for the Period of Insurance and sums insured shown herein.

Hutch is an authorised representative of CoverRadar Group Pty Ltd ABN 146 412 25 809 AFS Licence number 523647 of L6, 7-15 Macquarie Place, Sydney NSW 2000.

The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this certificate without further notice to the holder of this certificate.

It is issued as a matter of information only and does not confer any rights on the holder or any noted interested parties. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.



Insurance Valuation Report

For

Northedge Villas

10 Margules Crescent, Taylor ACT 2913

Scheme Number: 15797



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 226536

14 August 2025

Professional Indemnity Insurance Policy Number 1411189338PLP

PO Box 1280,
Beenleigh QLD 4207

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

QIA Group Pty Ltd
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REPORT CONTENTS

SECTION 1 – INSURANCE VALUATION SUMMARY	3
1.1 PURPOSE OF REPORT	3
1.2 PROPERTY ADDRESS	3
1.3 DESCRIPTION OF BUILDING	3
1.4 CLIENT	3
1.5 REPLACEMENT VALUE.....	3
1.6 INSPECTOR DETAILS.....	3
SECTION 2 – INSURANCE VALUATION REPORT.....	4
2.1 RECOMMENDED INSURED VALUE	4
2.2 LOSS OF REVENUE	4
2.3 CURRENT TRENDS.....	4
2.4 PERIODIC REVIEWS	4
2.5 ELEMENTS USED IN THE CALCULATED VALUE OF THE BUILDING REPLACEMENT	4
2.6 VALUATION.....	5
2.7 SITE LOCATION MAP	5
SECTION 3 – REPORTING PROCESS AND CONTENT	6
3.1 SITE FACTORS	6
3.2 ADDITIONS & IMPROVEMENTS.....	6
3.3 MAINTENANCE	6
3.4 SUMMARY OF CONSTRUCTION	6
3.5 AREAS NOT INSPECTED - TYPICAL	6
3.6 SCOPE.....	6
3.7 EXCLUSIONS.....	7
SECTION 4 – SITE PHOTOGRAPHS.....	8

SECTION 1 – INSURANCE VALUATION SUMMARY

1.1 Purpose of Report

We have been instructed by the Body Corporate to provide a building replacement valuation report that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at **10 Margules Crescent, Taylor ACT 2913**.

1.2 Property Address

The property is situated at **10 Margules Crescent, Taylor ACT 2913**.

1.3 Description of Building

The property comprises total forty-five lots of double storey townhouses are arranged into four groups with allocated carports on the site, and only one group of lots with integral single/double lockup garage at ground level. Common property includes waste enclosure, access driveways, boundary walls & fences and site landscaping.

In accordance with the plans provided the date of registration is 2023.

1.4 Client

The Proprietors Northedge Villas.

1.5 Replacement Value

Recommended Insured Value:

\$18,320,000 (Inc GST)

1.6 Inspector Details

Inspector Number

101



Signed for and on behalf of QIA Group Pty Ltd

SECTION 2 – INSURANCE VALUATION REPORT

2.1 Recommended Insured Value

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

2.2 Loss of Revenue

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

2.3 Current Trends

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

2.4 Periodic Reviews

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

2.5 Elements used in the Calculated Value of the Building Replacement

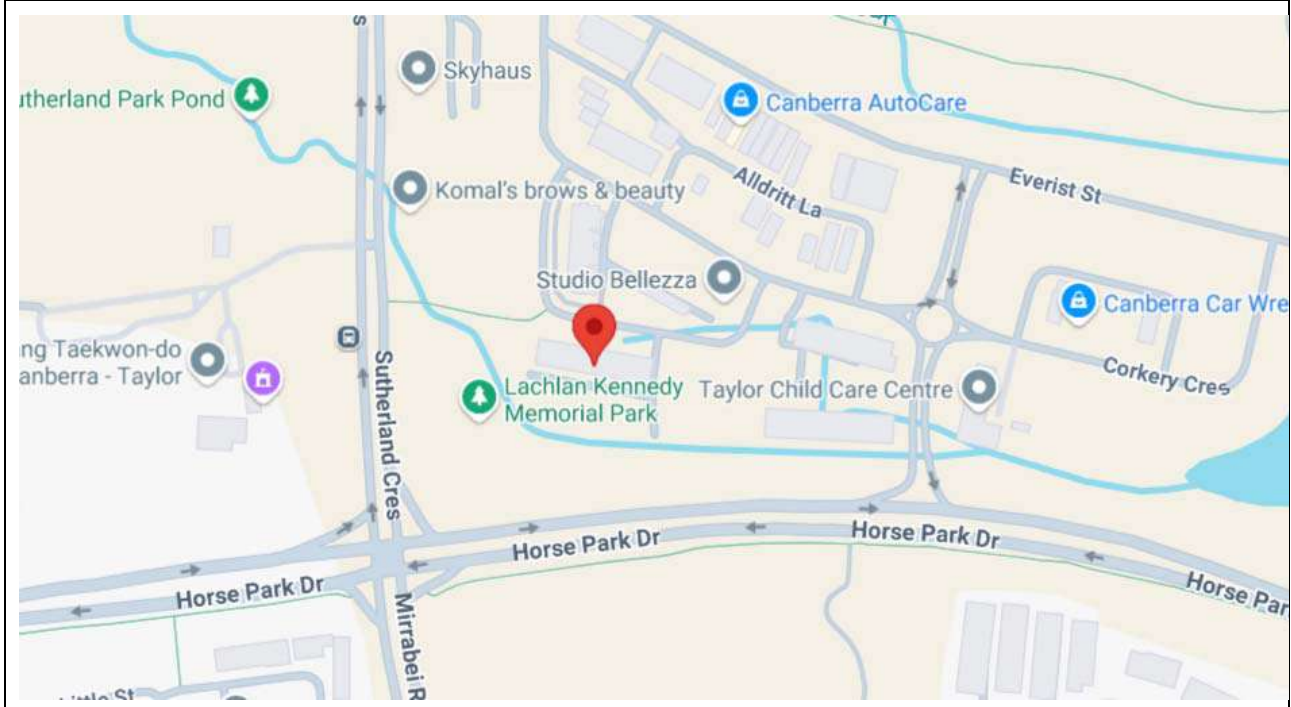
The calculated value of the building comprises of several elements:

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

2.6 Valuation

Replacement Building and Improvements Cost:	\$13,930,000
Allowance for Cost Escalation:	
Design and Documentation:	9 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	18 Months
Calculated at 6% over the period	\$1,465,000
Progressive Subtotal:	\$15,395,000
Professional Fees:	\$1,230,000
Progressive Subtotal:	\$16,625,000
Removal of Debris:	\$695,000
Progressive Subtotal:	\$17,320,000
Cost Escalation for Insurance Policy Lapse Period:	\$1,000,000
Progressive Subtotal:	\$18,320,000
Recommended Insured Value:	\$18,320,000 (Inc GST)

2.7 Site Location Map



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 *SITE FACTORS*

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

3.2 *ADDITIONS & IMPROVEMENTS*

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

3.3 *MAINTENANCE*

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

3.4 *SUMMARY OF CONSTRUCTION*

3.4.1 **Primary Method of Construction**

3.4.1.1 FLOOR STRUCTURE

FLOOR CONSTRUCTION: Reinforced concrete ground floor and timber framed upper floor.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Steel/Timber framed brickwork.

EXTERNAL WALL FINISHES: Brick veneer and Colourbond claddings.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Steel/Timber framed low-pitched & gable roof.

ROOFING: Powder coated metal sheeting.

3.4.1.4 DRIVEWAY STRUCTURE

DRIVEWAY CONSTRUCTION: Concrete.

3.5 *AREAS NOT INSPECTED - TYPICAL*

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

3.6 *SCOPE*

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

3.7 EXCLUSIONS

An Insurance Valuation Report does not cover or deal with:

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

SECTION 4 – SITE PHOTOGRAPHS



Sinking Fund Plan

Northedge

10 Margules Crescent, Taylor, ACT 2913

Scheme Number: 15797



COMPILED BY SIMON VINCENT

**On 3 August 2023 for the
15 Years Commencing: 20 April 2023
QIA Job Reference Number: 191127**

Professional Indemnity Insurance Policy Number 1411189338 PLP
© QIA Group Pty Ltd

PO Box 1280,
Beenleigh QLD 4207

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

QIA Group Pty Ltd
ABN 27 116 106 453
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QIA Group Pty Ltd

REPORT TABLE OF CONTENTS

INTRODUCTION.....	- 3 -
LOCATION.....	- 3 -
REPORT SUMMARY	- 3 -
METHODOLOGY	- 4 -
SINKING FUND FINANCIAL SUMMARY	- 6 -
SINKING FUND FORECAST MOVEMENT	- 7 -
SUMMARY OF ANNUAL FORECAST EXPENDITURE	- 8 -
ITEMISED EXPENDITURE BY YEAR	- 14 -
ITEMISED ACCRUALS BY YEAR.....	- 16 -
REPORT INFORMATION.....	- 18 -
AREAS NOT INSPECTED	- 18 -

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

10 Margules Crescent, Taylor, ACT 2913

REPORT SUMMARY

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

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

The Sinking Fund Levy per entitlement already set is:	\$0.95
Number of Lot/Unit Entitlements:	10000
Opening Balance:	\$4,750.00
The proposed Sinking Fund Levy per entitlement is:	\$1.04

METHODOLOGY

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

The report will generally categorise costs as follows:

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

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

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

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

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

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

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

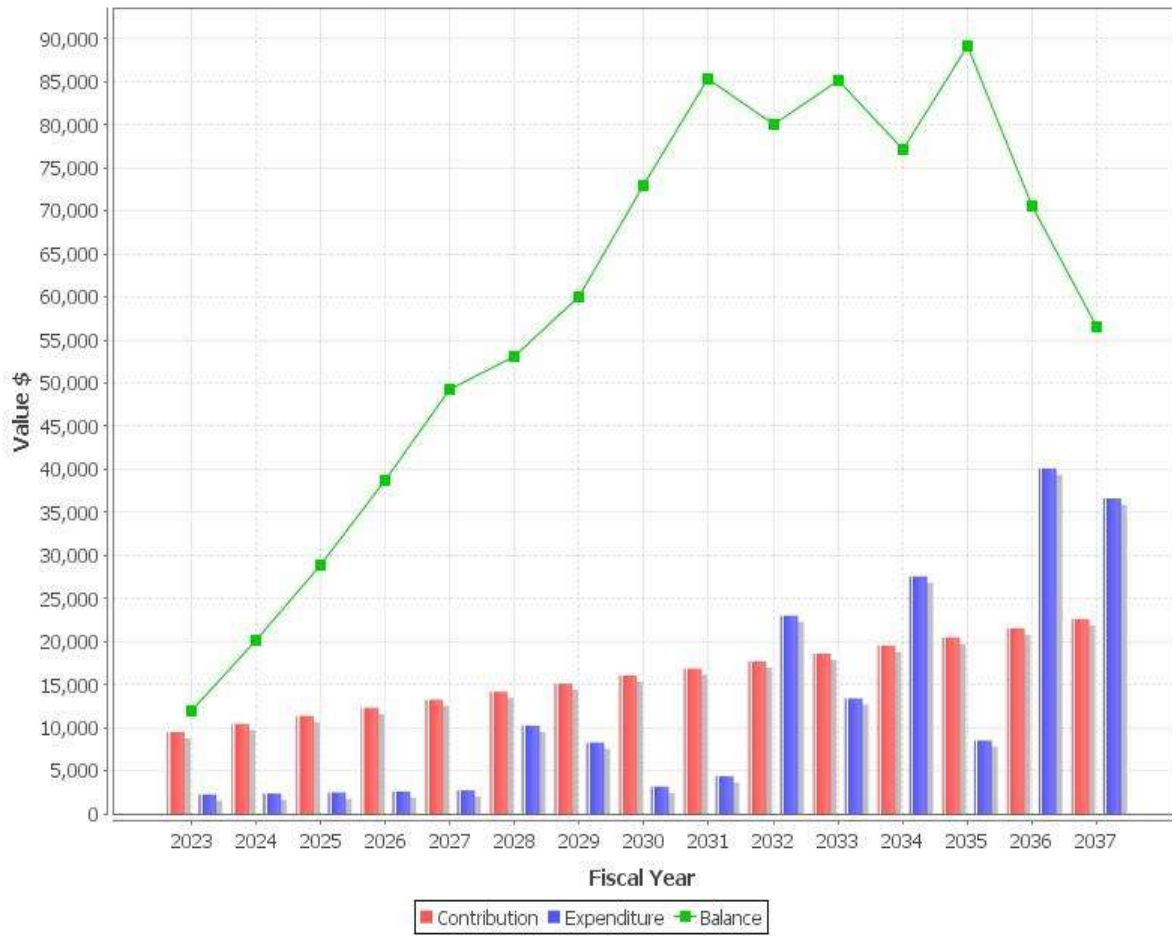
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

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

SINKING FUND FINANCIAL SUMMARY

Report Year	Year Fiscal From	Opening Balance		Income		Expenses Est Expenditure (Inc GST)	Closing Balance Closing Balance (End of Year)
		Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)		
1	20/04/2023	\$4,750	\$9,500	\$0.95	\$2,250	\$12,000	
2	20/04/2024	\$12,000	\$10,437	\$1.04	\$2,362	\$20,075	
3	20/04/2025	\$20,075	\$11,374	\$1.14	\$2,481	\$28,968	
4	20/04/2026	\$28,968	\$12,311	\$1.23	\$2,605	\$38,674	
5	20/04/2027	\$38,674	\$13,248	\$1.32	\$2,735	\$49,188	
6	20/04/2028	\$49,188	\$14,185	\$1.42	\$10,242	\$53,131	
7	20/04/2029	\$53,131	\$15,122	\$1.51	\$8,292	\$59,961	
8	20/04/2030	\$59,961	\$16,059	\$1.61	\$3,166	\$72,854	
9	20/04/2031	\$72,854	\$16,862	\$1.69	\$4,363	\$85,353	
10	20/04/2032	\$85,353	\$17,705	\$1.77	\$23,021	\$80,037	
11	20/04/2033	\$80,037	\$18,590	\$1.86	\$13,418	\$85,209	
12	20/04/2034	\$85,209	\$19,520	\$1.95	\$27,553	\$77,175	
13	20/04/2035	\$77,175	\$20,496	\$2.05	\$8,519	\$89,153	
14	20/04/2036	\$89,153	\$21,521	\$2.15	\$40,102	\$70,571	
15	20/04/2037	\$70,571	\$22,597	\$2.26	\$36,628	\$56,540	

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

April 2023	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$2,250
<u>Total Forecast Expenditure for year - April 2023 (Inc GST):</u>	<u>\$2,250</u>
Includes GST amount of :	\$205
April 2024	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$2,362
<u>Total Forecast Expenditure for year - April 2024 (Inc GST):</u>	<u>\$2,362</u>
Includes GST amount of :	\$215
April 2025	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$2,481
<u>Total Forecast Expenditure for year - April 2025 (Inc GST):</u>	<u>\$2,481</u>
Includes GST amount of :	\$226
April 2026	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$2,605
<u>Total Forecast Expenditure for year - April 2026 (Inc GST):</u>	<u>\$2,605</u>
Includes GST amount of :	\$237
April 2027	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$2,735

<u>Total Forecast Expenditure for year - April 2027 (Inc GST):</u>	<u>\$2,735</u>
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Includes GST amount of :	\$249
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April 2028	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$2,872
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LANDSCAPING

- Landscaping allowance	\$7,371
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<u>Total Forecast Expenditure for year - April 2028 (Inc GST):</u>	<u>\$10,242</u>
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Includes GST amount of :	\$931
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April 2029	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$3,015
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DRIVEWAY

- Repaint line marking	\$4,334
------------------------	---------

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$943
--	-------

<u>Total Forecast Expenditure for year - April 2029 (Inc GST):</u>	<u>\$8,292</u>
--	----------------

Includes GST amount of :	\$754
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April 2030	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$3,166
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<u>Total Forecast Expenditure for year - April 2030 (Inc GST):</u>	<u>\$3,166</u>
--	----------------

Includes GST amount of :	\$288
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April 2031	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$3,324
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$1,039
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<u>Total Forecast Expenditure for year - April 2031 (Inc GST):</u>	<u>\$4,363</u>
--	----------------

Includes GST amount of :	\$397
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April 2032	Expense Inc GST
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SUPERSTRUCTURE

- Repaint downpipes	\$1,613
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- Repaint soffits	\$4,479
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- Scaffold/access equip allowance	\$1,971
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- Repaint door face	\$10,751
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- Capital Replacement - General	\$3,490
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DRIVEWAY

- Repaint bollards	\$717
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<u>Total Forecast Expenditure for year - April 2032 (Inc GST):</u>	<u>\$23,021</u>
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Includes GST amount of :	\$2,093
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April 2033	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$3,665
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EXTERNAL WORKS INCL BIN ENCLOSURE

- Maintain common pipework	\$5,080
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FENCING

- Provision to replace timber sleeper retaining wall in 23 years (partial accrual)	\$3,528
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$1,146
<u>Total Forecast Expenditure for year - April 2033 (Inc GST):</u>	<u>\$13,418</u>
Includes GST amount of :	\$1,220

April 2034Expense
Inc GST**SUPERSTRUCTURE**

- Capital Replacement - General	\$3,848
---------------------------------	---------

DRIVEWAY

- Maintain carports	\$3,951
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LANDSCAPING

- Landscaping allowance	\$9,877
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ROOF

- Maintain metal roof fixings/flashings	\$9,877
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<u>Total Forecast Expenditure for year - April 2034 (Inc GST):</u>	<u>\$27,553</u>
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Includes GST amount of :	\$2,505
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April 2035Expense
Inc GST**SUPERSTRUCTURE**

- Capital Replacement - General	\$4,041
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DRIVEWAY

- Provision to replace wheel stops 10% of total	\$1,162
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FURNITURE & FITTINGS

- Provision to replace mail boxes in 28 years (partial accrual)	\$2,053
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- Ongoing partial replacement of exterior lighting	\$1,263
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<u>Total Forecast Expenditure for year - April 2035 (Inc GST):</u>	<u>\$8,519</u>
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Includes GST amount of :	\$774
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April 2036	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$4,243
DRIVEWAY	
- Maintain driveway	\$6,479
- Repaint line marking	\$6,098
EXTERNAL WORKS INCL BIN ENCLOSURE	
- Ongoing partial maintenance of walkways 3% of total	\$4,116
ROOF	
- Provision to replace guttering/downpipes in 30 years (partial accrual)	\$19,166
<u>Total Forecast Expenditure for year - April 2036 (Inc GST):</u>	<u>\$40,102</u>
Includes GST amount of :	\$3,646
April 2037	Expense Inc GST
SUPERSTRUCTURE	
- Replace external door/frame 20% of total	\$3,202
- Capital Replacement - General	\$4,455
DRIVEWAY	
- Provision to replace individual garage doors in 30 years (partial accrual)	\$12,635
- Provision to replace wheel stops 10% of total	\$1,281
FENCING	
- Provision to replace colorbond/slat fencing in 40 years (partial accrual)	\$6,860
- Provision to replace timber sleeper retaining wall in 23 years (partial accrual)	\$4,288

FURNITURE & FITTINGS

- Maintain signage	\$2,516
- Ongoing partial replacement of exterior lighting	\$1,393
<u>Total Forecast Expenditure for year - April 2037 (Inc GST):</u>	<u>\$36,628</u>
Includes GST amount of :	\$3,330

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
SUPERSTRUCTURE																		
- Repaint downpipes	\$900	2032	10										1613					
- Repaint soffits	\$2,500	2032	10										4479					
- Scaffold/access equip allowance	\$1,100	2032	10										1971					
- Repaint door face	\$6,000	2032	10										10751					3202
- Replace external door/frame 20% of total	\$1,400	2037	0															
- Capital Replacement - General	\$1,948	2023	0	2250	2362	2481	2605	2735	2872	3015	3166	3324	3490	3665	3848	4041	4243	4455
DRIVEWAY																		
- Maintain driveway	\$2,975	2036	4														6479	
- Provision to replace individual garage doors in 30 years (partial accrual)	\$5,525	2037	5															12635
- Repaint line marking	\$2,800	2029	7					4334									6098	
- Provision to replace wheel stops 10% of total	\$560	2035	2													1162		1281
- Repaint bollards	\$400	2032	10										717					
- Maintain carperts	\$2,000	2034	4												3951			
EXTERNAL WORKS INCL BIN ENCLOSURE																		
- Maintain common pipework	\$2,700	2033	6											5080				
- Ongoing partial maintenance of walkways 3% of total	\$1,890	2036	4														4116	
FENCING																		
- Provision to replace colorbond/slat fencing in 40 years (partial accrual)	\$3,000	2037	5															6860
- Provision to replace timber sleeper retaining wall in 23 years (partial accrual)	\$1,875	2033	4											3528				4288

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
FURNITURE & FITTINGS																		
- Maintain signage	\$1,100	2037	15															2516
- Provision to replace mail boxes in 28 years (partial accrual)	\$590	2035	5													2053		
- Ongoing partial replacement of exterior lighting	\$609	2029	2							943		1039		1146		1263		1393
LANDSCAPING																		
- Landscaping allowance	\$5,000	2028	6						7371						9877			
ROOF																		
- Provision to replace guttering/downpipes in 30 years (partial accrual)	\$8,800	2036	4															19166
- Maintain metal roof fixings/flashings	\$5,000	2034	5												9877			
Total				2250	2362	2481	2605	2735	10242	8292	3166	4363	23021	13418	27553	8519	40102	36628
Includes GST amount of				205	215	226	237	249	931	754	288	397	2093	1220	2505	774	3646	3330

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
SUPERSTRUCTURE																		
- Repaint downpipes	\$900	2032	10	128	263	404	553	709	872	1044	1225	1414	1613	209	428	658	900	1154
- Repaint soffits	\$2,500	2032	10	356	730	1123	1535	1968	2422	2899	3400	3927	4479	580	1189	1828	2500	3205
- Scaffold/access equip allowance	\$1,100	2032	10	157	321	494	675	866	1066	1276	1496	1728	1971	255	523	805	1100	1410
- Repaint door face	\$6,000	2032	10	855	1752	2695	3684	4723	5814	6959	8162	9425	10751	1392	2854	4389	6001	7693
- Replace external door/frame 20% of total	\$1,400	2037	0	148	304	468	640	820	1009	1208	1417	1636	1866	2108	2362	2628	2908	3202
- Capital Replacement - General	\$1,948	2023	0	2250	2362	2481	2605	2735	2872	3015	3166	3324	3490	3665	3848	4041	4243	4455
DRIVEWAY																		
- Maintain driveway	\$2,975	2036	4	331	678	1042	1425	1827	2249	2692	3157	3645	4158	4697	5262	5856	6479	1827
- Provision to replace individual garage doors in 30 years (partial accrual)	\$5,525	2037	5	586	1200	1846	2524	3235	3983	4767	5591	6456	7365	8319	9320	10372	11476	12635
- Repaint line marking	\$2,800	2029	7	532	1091	1678	2294	2941	3621	4334	749	1535	2361	3228	4138	5094	6098	1054
- Provision to replace wheel stops 10% of total	\$560	2035	2	66	134	207	283	362	446	534	626	723	825	932	1044	1162	625	1281
- Repaint bollards	\$400	2032	10	57	117	180	246	315	388	464	544	629	717	93	190	292	400	513
- Maintain carperts	\$2,000	2034	4	248	509	783	1070	1372	1688	2021	2370	2737	3122	3526	3951	1114	2284	3512
EXTERNAL WORKS INCL BIN ENCLOSURE																		
- Maintain common pipework	\$2,700	2033	6	358	733	1127	1541	1976	2432	2911	3415	3943	4498	5080	1001	2052	3155	4313
- Ongoing partial maintenance of walkways 3% of total	\$1,890	2036	4	210	431	662	905	1160	1429	1710	2005	2316	2642	2984	3343	3720	4116	1161
- Replace roller door in 30 years	\$1,300	2052	30	93	191	293	401	514	633	757	888	1026	1170	1321	1481	1648	1823	2007
FENCING																		
- Replace cyclone/mesh fencing in 35 years	\$4,550	2057	35	306	627	964	1317	1689	2079	2489	2919	3370	3845	4342	4865	5414	5990	6596

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
- Provision to replace colorbond/slat fencing in 40 years (partial accrual)	\$3,000	2037	5	318	652	1002	1370	1757	2162	2588	3036	3505	3999	4516	5060	5631	6231	6860
- Provision to replace timber sleeper retaining wall in 23 years (partial accrual)	\$1,875	2033	4	248	509	783	1070	1372	1689	2022	2371	2738	3123	3528	995	2039	3136	4288
FURNITURE & FITTINGS																		
- Maintain signage	\$1,100	2037	15	117	239	368	503	644	793	949	1113	1286	1467	1656	1856	2065	2285	2516
- Provision to replace mail boxes in 28 years (partial accrual)	\$990	2035	5	116	238	365	500	640	788	944	1107	1278	1458	1647	1845	2053	474	972
- Ongoing partial replacement of exterior lighting	\$609	2029	2	116	237	365	499	640	788	943	507	1039	559	1146	616	1263	680	1393
LANDSCAPING																		
- Landscaping allowance	\$5,000	2028	6	1084	2222	3416	4671	5988	7371	1452	2977	4578	6259	8024	9877	1946	3989	6135
ROOF																		
- Provision to replace guttering/downpipes in 30 years (partial accrual)	\$8,800	2036	4	978	2005	3083	4215	5404	6652	7962	9338	10783	12300	13893	15566	17322	19166	5405
- Maintain metal roof fixings/flashings	\$5,000	2034	5	621	1272	1956	2675	3429	4221	5052	5925	6842	7805	8816	9877	2281	4676	7191
TOTAL ACCRUALS				8029	16455	25304	34596	44351	47224	52700	64338	75520	68822	72538	63938	77154	60633	54148

* Bold blue items listed above are expense items that occur in that year.

REPORT INFORMATION

The values included in the report are for budgeting purposes and have been obtained from a number of sources including building cost information guides, painting contractors, plant and equipment suppliers, manufactures and installers and working knowledge of each buildings configuration at the time of inspection.

Every endeavour has been undertaken to accurately compile a budget for the maintenance, repair, renewal or replacement of the items of a non-routine nature that have been identified in this report. However as there is no definitive scope of works for maintenance, repair, renewal or replacement of the items contained in this report it is expected that if said items were put to tender, the quotations received would vary significantly dependent upon the timing and scope of works to that will be undertaken. For this reason it is recommended that several quotations are sourced as far in advance of any anticipated work as possible.

The installation date, present condition and estimated life of each item is determined at the time of the site inspection from a visual inspection, the age of the building (where this information is provided) and any other relevant information provided by the Owners at the time of inspection. This information is then communicated in the report by way of nominated total life cycle in comparison with expected remaining life. The life cycles of each of the items will vary depending upon where the building is located, for example buildings near a salt environment tend to have a lesser life cycle and a higher maintenance requirement.

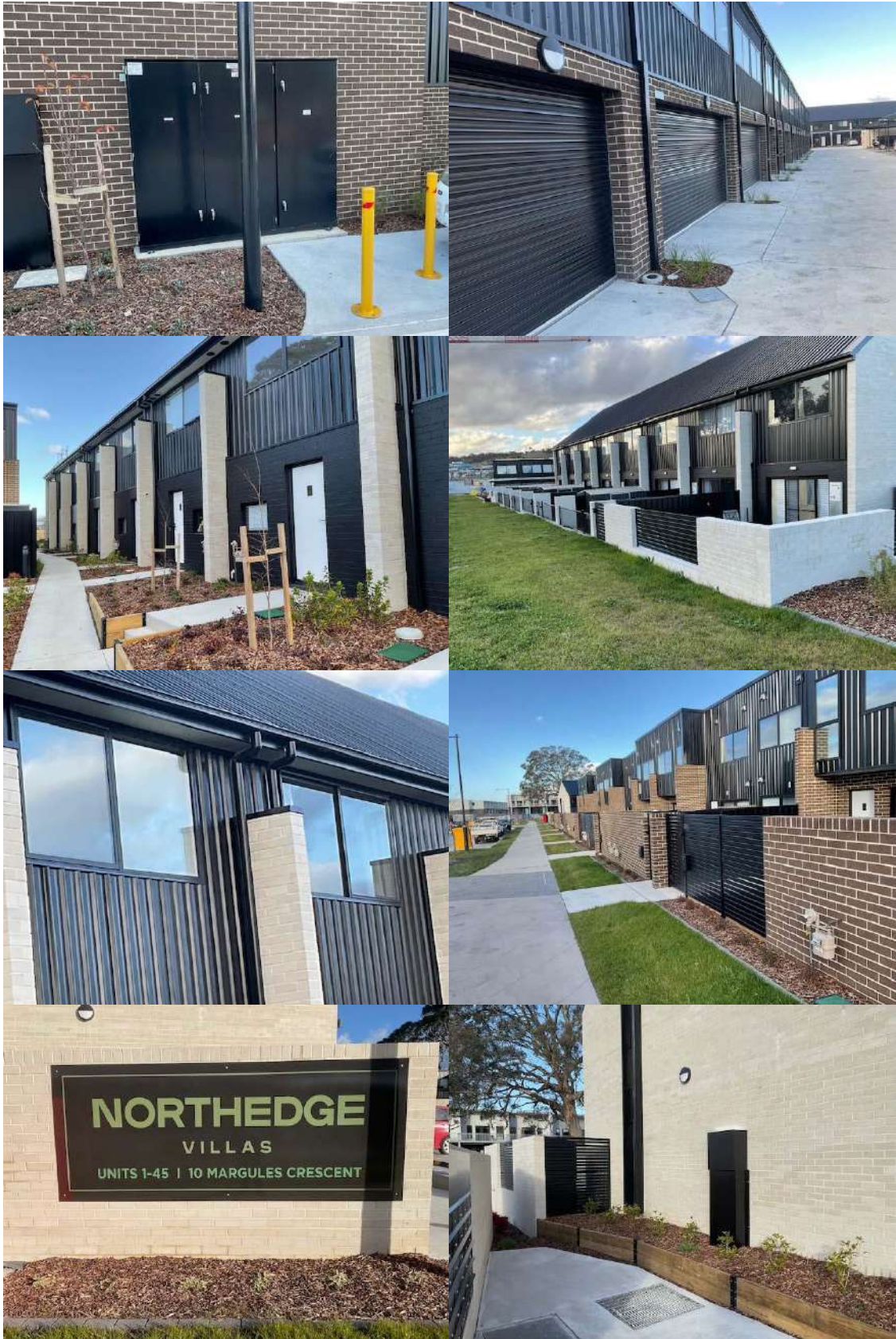
This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report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

The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific condition of specialist items and equipment such as gas fittings and supply systems; heritage listing conditions or requirements; fire protection fittings and systems; HVAC fittings and systems site drainage; electrical or data systems or wiring, building plumbing systems including sewerage, potable and stormwater pipe work and fittings; security concerns; detection and identification of illegal building work; and the durability of exposed finishes.

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

AREAS NOT INSPECTED

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






Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A. Details of reduced quorum decisions

A1	The Owners - Units Plan No	UP 15797
A2	General Meeting: Date (or dates) of general meeting at which the reduced quorum decision or decisions were made <input checked="" type="checkbox"/> Regularly convened The general meeting was regularly convened (not following any adjournment under UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).	23/04/2025 <input type="checkbox"/> Convened after adjournment The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).
A3	Reduced quorum decisions	If there is insufficient space below, tick <input checked="" type="checkbox"/> and attach details to the notice
	Date of decision	Full text of reduced quorum decision
	02/05/2025	See attached Minutes
	___ / ___ / ____	
A4	Owners Corporation declaration	
	02/05/2025 Date of affixing of seal Signature:  Designation: Strata Manager	

Part B. Details of reduced quorum decisions

B1 What is a reduced quorum decision?

- A reduced quorum decision is a decision of a general meeting of the Owners Corporation made while a quorum (a reduced quorum) smaller than a standard quorum was present.
 - A standard quorum is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).
- There are 2 types of reduced quorum decision, requiring different reduced quorums.

Reduced quorum decisions made at regularly-convened general meetings

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a standard quorum for the motion (see above) is not present a reduced quorum decision may be made if a reduced quorum (see next point) is then present for consideration of the motion (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).
- At a regularly-convened general meeting, a reduced quorum means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within 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) or (6) (a), part 3.1, Schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within ½ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a reduced quorum made up by anyone then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).
- Such a reduced quorum (of anyone present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

B2 When does a reduced quorum decision take effect?

- A reduced-quorum decision takes effect 21 days after the date of the decision (the decision's date of effect) (UTMA s 3.11 (1), part 3.1, Schedule 3).
- However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3) – (5), part 3.1, Schedule 3).

B3 How may reduce quorum decisions be disallowed?

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

- state the resolution or resolutions to which it applies; and

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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



**MINUTES OF THE ANNUAL GENERAL MEETING OF THE
OWNERS OF UNITS PLAN 15797 "NORTHEDGE VILLAS"
10 MARGULES CRESCENT, TAYLOR ACT 2913**

DATE HELD: Wednesday 23 April 2025 - 5:00 PM

VENUE: unit 17/11 National Circuit, Barton ACT, Australia

Present

Unit 10	N Bartolome
Unit 14	B Edwards
Unit 16	C Voysey
Unit 27	S Bingi
Unit 40	M Swan
Signature Strata	S Saini
Signature Strata	E Palmer

Absentee Voting

Nil

Apologies

Nil

Proxy Holder

Nil

Representing

Chairperson

Unit 14 B Edwards

Quorum

A quorum was not present. However, the meeting proceeded with a Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011).

Secretarial Note – Owners are advised that under the Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 28 days after the decision was made, the Owners Corporation is to give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.

MINUTE

MOTION 1. *That the minutes of the previous annual general meeting held on 7th May 2024 are accepted.*

MOTION CARRIED

INSURANCE

The Owners Corporation holds building insurance for all defined parts of the building as well as Public Liability insurance over the common property as required by the Unit Titles (Management) Act 2011.

Insurance cover held by the Owners Corporation through Allinsure is summarised below.

Insurer & Policy No:	Longitute / LNG-STR-20232841
Renewal Date:	3 rd April 2025
Building Sum Insured:	\$16,548,000.00
Excess:	\$2,000.00
Base Premium:	\$18,945.90
Underwriting Agency Fee	\$275.00
Broker Fee	\$750.00
Administration Fee	\$60.00
GST	\$2,003.09
Signature Strata Commission	\$1,136.75
Workers Compensation	
Renewal Date	3 rd April 2025
Base Premium	\$250.00
Broker Fee	\$100.00
GST	\$41.58
Signature Strata Commission	\$33.75
Commission Schedule	30% of the brokers commission
Last insurance valuation report:	31 st August 2023
Please refer to attached Certificate of Currency for details of the sum insured limits	

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

MOTION 2. *That the Owners Corporation insurance be confirmed as per the policy information provided with the meeting notice.*

MOTION CARRIED

MOTION 3. *That the Owners Corporation of UP15797 endorse continued Brokerage services through the existing broker, Allinsure.*

MOTION CARRIED

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

MOTION CARRIED

INSURANCE CLAIMS

It was noted that there no open claims at this time.

FINANCIALS

MOTION 5. *That the financial statements from 1st April 2024 to 31st March 2025 be accepted as presented.*

MOTION CARRIED

MOTION 6. *That the financial statements from 1st April 2023 to 31st March 2024 be accepted as presented.*

MOTION CARRIED

SINKING FUND

The Owners Corporation of UP15797 obtained their Sinking Fund Forecast Report on 3rd August 2023 to meet legislative requirements, and, pursuant to Section 85 of the Unit Titles (Management) Act 2011, the Sinking Fund Forecast will be renewed and updated prior to 3rd August 2027 . A copy of the Sinking Fund Forecast is available through the owners portal.

PHYSICAL BUILDING STRUCTURAL DEFECTS

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners Corporation to consider physical building structural defects at each Annual General Meeting. The Owners Corporation can only consider defects affecting common property or the Defined parts of the building specified in the Act.

The Owners Corporation of Northedge Villas are currently not aware of any building defects.

It was raised by an owner that the downpipes are noisy. Signature Strata to follow up with the developer to explore options to reduce or eliminate the level of noise.

MAINTENANCE ISSUES

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners Corporation to consider maintenance issues (new or outstanding) at each General Meeting.

Cleaners/Gardener: An owner has raised concerns regarding the quality of cleaning and gardening services, noting they are not satisfactory. Signature Strata to follow up with the current cleaning and gardening contractors to confirm their attendance and review the scope of work to ensure the agreed level of service is being provided.

West side of complex retaining wall corrosion: It was noted that corrosion has been observed in certain areas. Signature Strata to approach the developer to confirm whether this issue is covered under the building warranty before engaging a contractor for further inspection and recommendations.

MAINTENANCE PLAN

MOTION 7. *That the Maintenance Plan be confirmed as adequate.*

MOTION CARRIED

FIRE SAFETY

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners corporation to review provisions and compliance with the national construction code for fire safety, and at each Annual General Meeting.

All emergency and fire systems are maintained to Australia Standards 1851 by your fire control contractor, O'Neill & Brown Fire Services.

AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

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

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

BUDGET DEBATE

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

MOTION 8. *That the proposed Administrative Fund budget of \$99,068.00 for the period 1st April 2025 to 31st March 2026 be adopted.*

MOTION CARRIED

MOTION 9. *That the proposed Sinking Fund Expenditure Budget of \$2,481.00 for the period 1st April 2025 to 31st March 2026 be adopted.*

MOTION CARRIED

MOTION 10. *That the Owners Corporation determines an Administrative Fund Levy Contribution of \$99,068.00 for the twelve-month period, commencing 1st April 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 01/05/25, 01/08/25, 01/11/2025 and 01/02/2026.*

MOTION CARRIED

MOTION 11. *That the Owners Corporation determines a Sinking Fund Levy Contribution of \$16,374.00 for the twelve-month period, commencing 1st April 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 01/05/25, 01/08/25, 01/11/2025 and 01/02/2026.*

MOTION CARRIED

* Please note: the levy due 1st May 2025 will be extended to 1st June 2025.

STRATA MANAGEMENT AGENCY AGREEMENT

Section 50 of the Unit Titles (Management) Act 2011 and Section 100 of the Agents Act, requires a Strata Managing Agent to have a written agreement with its client.

The Owners Corporation's current management agreement was signed on 19th April 2023 and expires on 19th April 2025. The contract is available through the owners portal.

MOTION 12. That the Owners Corporation of UP15797 agrees in accordance with Section 50 of the Unit Titles (Management) Act 2011, to the following:

- a. *That Signature Strata Pty Ltd be appointed as Managing Agent, for a period of three (3) years;*
- b. *That the Owners Corporation delegate to the Managing Agent all functions of the Owners Corporation (other than those prohibited by the Act) necessary to enable the agent to carry out the agreed services and additional services if required;*
- c. *That the Owners Corporation execute a written agreement to give effect to this appointment and delegation;*
- d. *That the delegation to the agent is subject to the conditions and limitations listed in the agreement;*
- e. *That authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting.*
- f. *That two members of the Owners Corporation/Executive Committee be authorised as signatories on behalf of the Owners Corporation to sign the Agency Agreement with Signature Strata.*

MOTION CARRIED

EXECUTIVE COMMITTEE

MOTION 13. *That the Owners Corporation determine the number of members to form the Executive Committee until the next Annual General Meeting, with the appointment of those members to take place at this meeting.*

The Following owners were elected to form the Executive Committee:

Unit 14	B Edwards
Unit 16	C Voysey
Unit 27	M Swan
Unit 40	S Bingi
Unit 10	N Bartolome

MOTION CARRIED

GENERAL BUSINESS

Visitor Parking: Several concerns have been raised by the Owners Corporation regarding the improper use of visitor parking spaces and private carports. Signature Strata is to continue reminding residents, through notices, to follow the parking rules for visitor spaces.

Additionally, Signature Strata is to initiate the abandoned vehicle process for any vehicles found parked improperly in the common areas, including writing directly to the specific units identified or reporting the issue to the relevant parties.

Planting Tree/Bollard: The Owners Corporation has raised concerns regarding vehicles parking on the nature strip near the driveway entry of the complex. Signature Strata will contact City Services to obtain guidelines regarding permissible treatments for the nature strip and will also check with

Access Canberra to clarify whether the area is Owners Corporation property or government land before proceeding with any works.

Safety Concerns: The Owners Corporation has requested that residents be reminded to exercise extra caution when driving within and exiting the complex, particularly with respect to the safety of children. Owners to monitor and report to Signature Strata if issue persists, and if so, a notice will be sent to all residents highlighting the importance of driving slowly and carefully to ensure the safety of all occupants, especially children.

Resvu Platform Issues: It was noted that some residents are experiencing issues with the RESVU owner's portal platform, including crashes and difficulties resetting passwords. Signature Strata to address these concerns with the RESVU administration team and work towards resolving the issues as soon as possible.

Tree Health: It was noted regarding the health of the trees along Horse Park Drive, as well as those near units 26-40, with reports of them appearing pale and dead. Signature Strata to investigate who is responsible for the care of these trees. If Owners Corporation trees, Signature Strata will engage an arborist to assess their condition, with recommendations for any necessary care or maintenance to address the issues.


CLOSURE

There being no further business the chairperson declared the meeting closed at 6:15pm.

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	UP15797
A2	General Meeting: Date (or dates) of general meeting at which the reduced quorum decision or decisions were made <input checked="" type="checkbox"/> Regularly convened The general meeting was regularly convened (not following any adjournment under UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).	07/05/2024 <input type="checkbox"/> Convened after adjournment The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).
A3	Reduced quorum decisions	If there is insufficient space below, tick <input checked="" type="checkbox"/> and attach details to the notice
	Date of decision	Full text of reduced quorum decision
	07/05/2024	See attached Minutes.
A4	Owners Corporation declaration	
	08/05/2024 Date of affixing of seal  Signature: Designation: Strata Manager	

Part B. Details of reduced quorum decisions

B1 What is a reduced quorum decision?

- A reduced quorum decision is a decision of a general meeting of the Owners Corporation made while a quorum (a reduced quorum) smaller than a standard quorum was present.

- A standard quorum is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

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

Reduced quorum decisions made at regularly-convened general meetings

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a standard quorum for the motion (see above) is not present a reduced quorum decision may be made if a reduced quorum (see next point) is then present for consideration of the motion (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

- At a regularly-convened general meeting, a reduced quorum means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within 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) or (6) (a), part 3.1, Schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).

- If, within ½ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a reduced quorum made up by anyone then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

- Such a reduced quorum (of anyone present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

B2 When does a reduced quorum decision take effect?

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's date of effect) (UTMA s 3.11 (1), part 3.1, Schedule 3).

- However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3) – (5), part 3.1, Schedule 3).

B3 How may reduce quorum decisions be disallowed?

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

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

B4 How may reduced quorum decisions be confirmed?

- A reduced-quorum decision may be confirmed by a general meeting of the Owners Corporation held before the decision's date of effect (see B2 above).

- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above).

- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s 3.11 (4), part 3.1, schedule 3).

B5 How may reduced quorum decisions be revoked?

- A reduced-quorum decision may be revoked by a general meeting of the Owners Corporation held at any time, whether or not the decision has earlier been confirmed.

- A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).



**MINUTES OF THE Annual General Meeting OF THE
OWNERS OF UNITS PLAN 15797 "NORTHEdge VILLAS"**

DATE HELD:	Tuesday 07 May 2024 - 5:12 PM		
VENUE:	Zoom		
PRESENT:	Lot 8	K Stevens	
	Lot 10	N & D Bartolome	
	Lot 14	B Edwards	
	Lot 16	C Voysey	
	Lot 34	T Krivitch	Online Voting
	Signature Strata	D Mildren	
PROXIES:	Nil		
APOLOGIES:	Lot 40	M Swan	
CHAIR:	Lot 14	B Edwards	

QUORUM: A quorum was not present. However the meeting proceeded with a Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011).
 Secretarial Note – Owners are advised that under the Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 28 days after the decision was made, the Owners Corporation is to give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.

MINUTES

MOTION 1: *That the minutes of the previous annual meeting held on 6th July 2023 are accepted.*

Motion CARRIED

INSURANCE

The Owners Corporation holds building insurance for all defined parts of the building as well as Public Liability insurance over the common property as required by the Unit Titles (Management) Act 2011. Insurance cover held by the Owners Corporation through Allinsure is summarised below.

Insurer & Policy No:	Longitude Insurance & LNG-STR-20232841
Renewal Date:	3 April 2025
Building Sum Insured:	\$16,548,000.00
Excesses:	\$2,000.00
Base Premium:	\$18,945.90
GST	\$1,894.59
Underwriting Agency Fee	\$275.00
Broker Fee	\$750.00
GST	\$93.18
Signature Strata Commission	\$1,361.75
Commission Schedule	(All) 30% of the brokers commission
Last insurance valuation report:	31 August 2023
Please refer to attached Certificate of Currency for details of the sum insured limits	

MOTION 2: *That the Owners Corporation insurance be confirmed as per the policy information provided with the meeting notice.*

Motion CARRIED

INSURANCE RENEWAL

MOTION 3: *That the Owners Corporation of UP15797 authorise the Strata Manager to effect the statutory and additional insurances of the owners corporation.*

Motion CARRIED

INSURANCE CLAIMS

There have been nil claims on the insurance policy since registration.

FINANCIAL REPORT

MOTION 4: *That the financial statements from 1 April 2024 to 31 March 2024 be accepted.*

Motion CARRIED

SINKING FUND PLAN

MOTION 5: *That the Owners Corporation adopt the Sinking Fund Forecast dated 3 August 2023.*

Motion CARRIED

PHYSICAL BUILDING STRUCTURAL DEFECTS

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2020-601, requires the Owners Corporation to consider physical building structural defects at each Annual General Meeting.

- **Down pipes/Drains**
Loud dripping noise from down pipes/drains, especially during heavy rain events. Potential cause of this is the angle of the drains. D Mildren will investigate further.

MAINTENANCE ISSUES

- **Bin Enclosure**
 - 1) D Mildren to source recycling and bin usage signs for the enclosure.
 - 2) Reminder to residents on bin etiquette.
 - 3) Obtain interest from residents on a yearly Bulky Waste Collection, this is at a fee of \$165.00.

MAINTENANCE PLAN

MOTION 6: *That the Maintenance Plan be confirmed as adequate.*

The Unit Titles (Management) (Meeting Agenda) Guidelines 2023 requires that the Maintenance Plan be reviewed at each Annual General Meeting.

Motion CARRIED

FIRE SAFETY

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2020-601, requires the Owners Corporation to review provision and compliance with the national construction code for fire safety, and at each Annual General Meeting.

The compliance certificate provided by O'Neill and Brown Fire was noted.

AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2020-601, requires the Owners assess the adequacy of authorisations, delegations and appointments.

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

BUDGET DEBATE

MOTION 7: *That the proposed Administrative Fund budget of \$80,080.25 for the period 1 April 2024 to 31 March 2025 be adopted.*

MOTION 8: *That the proposed Sinking Fund Expenditure Budget of \$2,362.00 for the period 1 April 2024 to 31 March 2025 be adopted.*

MOTION 9: *That the Owners Corporation determines an Administrative Fund Levy Contribution of \$80,080.25, for the twelve-month period, commencing 15 June 2024 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due September 2024, December 2024, March 2025.*

MOTION 10: *That the Owners Corporation determines a Sinking Fund Levy Contribution of \$10,437.00 for the twelve-month period, commencing 15 June 2024 and to be contributed in accordance with the unit entitlements at quarterly intervals.*

Motion ALL CARRIED

STRATA MANAGEMENT AGENCY AGREEMENT

The Owners Corporation's current management agreement was signed 19th of April 2023 and expires 19th of April 2025.

Note - Section 50 of the Unit Titles (Management) Act 2011 and Section 100 of the Agents Act, requires a Strata Managing Agent to have a written agreement with its client.

ELECTION OF THE COMMITTEE

MOTION 11: *That the Owners Corporation of UP15797 determine the number of members to form the Executive Committee until the next Annual General Meeting, with election of those members to take place at this meeting.*

It was agreed that four (4) owners would form the executive committee until the next annual general meeting comprising as follows;

Lot 16 C Voysey
Lot 14 B Edwards
1 x space left open
1 x space left open

Motion CARRIED

GENERAL BUSINESS

- **Traffic Safety**
Concerns about the lack of safety mirrors around the complex, as there are blind spots. D Mildren to obtain quotes to have 2 x mirrors installed on the corner of the bin enclosure.
- **Wooden Bollards**
The bollards have been installed to one section of the driveway and have proven to be affective. Flags still present in the second section, D Mildren to follow up with the care takers to finish installation.
- **Tree Removal**
Note that a tree has been removed from the kerbside, this is ACT Territory land, however D Mildren will submit a 'fix my street' form to have this assessed.

CLOSURE

There being no further business the meeting closed at 5:40PM.

Units Plan No. 15797

ANNUAL BUDGET

	ACTUAL 20/04/23-28/03/24	BUDGET 20/04/23-31/03/24	BUDGET 01/04/24-31/03/25
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies - Administrative Fund	94,997.08	94,997.00	80,080.25
Admin Fund - Rounding Adj	(0.07)	0.00	0.00
Interest On Overdue Levies	39.28	0.00	0.00
<u>TOTAL ADMIN. FUND INCOME</u>	95,036.29	94,997.00	80,080.25
<u>EXPENDITURE - ADMIN. FUND</u>			
Accounting - Abn/Tfn	0.00	275.00	0.00
Accounting - Tax Return	220.00	550.00	220.00
Bank Charges - Account Fees	0.00	300.00	0.00
Bank Charges - Transaction Fee	65.80	0.00	70.00
Common Property - Misc	166.00	0.00	500.00
Consultant - Sink Fd Forecast	796.50	885.00	0.00
Consultant - Maintenance Plan	0.00	550.00	0.00
Contingency	0.00	500.00	525.00
Facilities Manager - Contract	10,737.13	20,020.00	14,000.00
Facilities Manager-Additional	663.14	0.00	1,000.00
Fire Prcn-Repairs & Servicing	0.00	1,200.00	385.00
Inflation	0.00	2,317.00	0.00
Insurance - Excess	0.00	1,000.00	2,000.00
Insurance - Premium	41,078.14	26,325.00	21,000.00
Insurance Valuation	884.70	1,000.00	0.00
Maintenance - Electrical	0.00	0.00	2,000.00
Maintenance - General	0.00	1,000.00	1,000.00
Maintenance - Plumbing	0.00	0.00	2,000.00
Maintenance - Signs	16.50	0.00	0.00
Maintenance - Sump Pumps	0.00	2,000.00	2,000.00
Management Fees - Contract	16,780.74	17,775.00	18,663.75
Management Fees - Additional	165.00	0.00	165.00
Management Fees - Arrears Debt	(610.50)	0.00	0.00
Management Fees - Arrears	610.50	0.00	0.00
Management Fees - Setup	1,500.00	1,500.00	0.00
Management Fees Owners Portal	211.50	0.00	211.50
Management Fees Water Metering	0.00	3,300.00	0.00
Pest Control Treatment	670.00	0.00	1,340.00
Utilities - Electricity	0.00	6,500.00	1,000.00

Units Plan No. 15797

ANNUAL BUDGET

	ACTUAL 20/04/23-28/03/24	BUDGET 20/04/23-31/03/24	BUDGET 01/04/24-31/03/25
Utilities - Water & Sewerage	11,106.62	7,000.00	9,000.00
Waste Management -Services	5,560.50	1,000.00	3,000.00
<u>TOTAL ADMIN. EXPENDITURE</u>	90,622.27	94,997.00	80,080.25
<u>SURPLUS / DEFICIT</u>	\$ 4,414.02	\$ 0.00	\$ 0.00
Opening Admin. Balance	0.00	0.00	4,414.02
<u>ADMINISTRATIVE FUND BALANCE</u>	\$ 4,414.02	\$ 0.00	\$ 4,414.02
NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
AMOUNT PER UNIT OF ENTITLEMENT:		\$ 9.499700	\$ 8.008025

Units Plan No. 15797

ANNUAL BUDGET

	ACTUAL 20/04/23-28/03/24	BUDGET 20/04/23-31/03/24	BUDGET 01/04/24-31/03/25
<u>SINKING FUND</u>			
<u>INCOME</u>			
Levies - Sinking Fund	9,499.76	9,499.70	10,437.00
Interest On Overdue Levies	3.92	0.00	0.00
<u>TOTAL SINKING FUND INCOME</u>	9,503.68	9,499.70	10,437.00
<u>EXPENDITURE - SINKING FUND</u>			
Building Improvements	1,787.50	0.00	2,362.00
<u>TOTAL SINK. FUND EXPENDITURE</u>	1,787.50	0.00	2,362.00
<u>SURPLUS / DEFICIT</u>	\$ 7,716.18	\$ 9,499.70	\$ 8,075.00
Opening Sinking Fund Balance	0.00	0.00	7,716.18
<u>SINKING FUND BALANCE</u>	\$ 7,716.18	\$ 9,499.70	\$ 15,791.18
NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
AMOUNT PER UNIT OF ENTITLEMENT:		\$ 0.949970	\$ 1.043700

Units Plan No. 15797

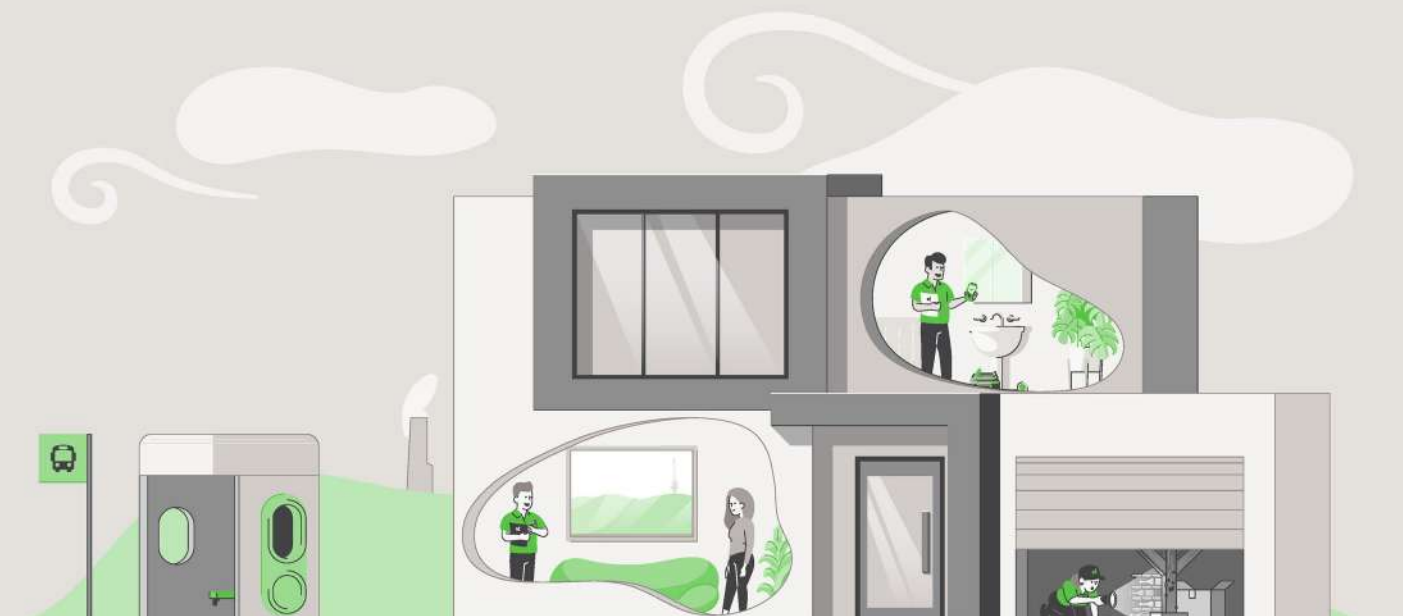
LOT BUDGET SUMMARY

31/03/2025

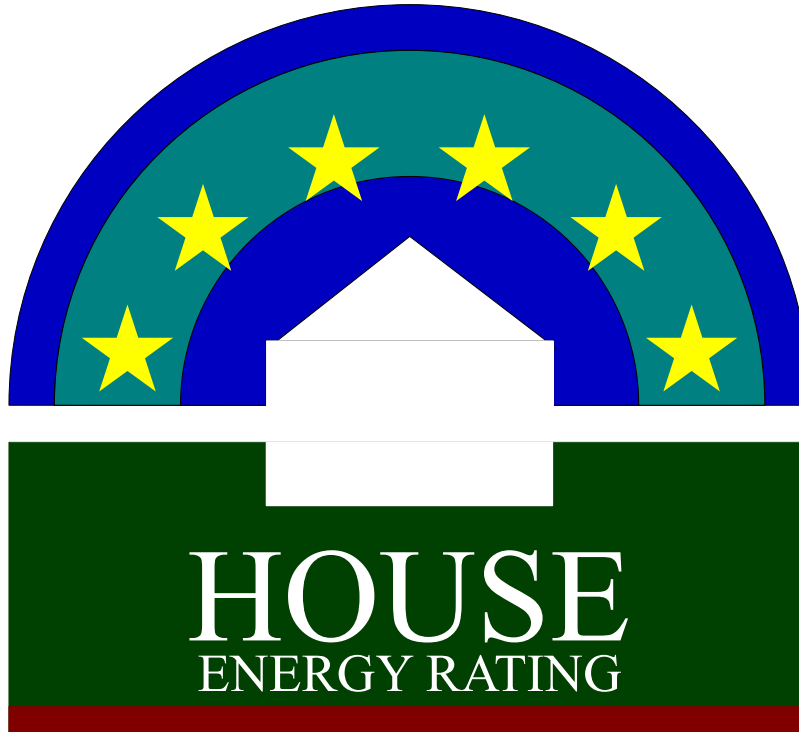
If the foregoing budget is adopted levies (including GST) for the specified period payable quarterly will be as follows:

Lot No	Unit No	Entitlement	Administrative Fund			Sinking Fund			Net Total
			Gross	Discount	Net	Gross	Discount	Net	
1	1	272	544.55	0.00	544.55	70.97	0.00	70.97	615.52
2	2	296	592.59	0.00	592.59	77.23	0.00	77.23	669.82
3	3	296	592.59	0.00	592.59	77.23	0.00	77.23	669.82
4	4	267	534.54	0.00	534.54	69.67	0.00	69.67	604.21
5	5	267	534.54	0.00	534.54	69.67	0.00	69.67	604.21
6	6	296	592.59	0.00	592.59	77.23	0.00	77.23	669.82
7	7	296	592.59	0.00	592.59	77.23	0.00	77.23	669.82
8	8	267	534.54	0.00	534.54	69.67	0.00	69.67	604.21
9	9	267	534.54	0.00	534.54	69.67	0.00	69.67	604.21
10	10	296	592.59	0.00	592.59	77.23	0.00	77.23	669.82
11	11	296	592.59	0.00	592.59	77.23	0.00	77.23	669.82
12	12	267	534.54	0.00	534.54	69.67	0.00	69.67	604.21
13	13	267	534.54	0.00	534.54	69.67	0.00	69.67	604.21
14	14	296	592.59	0.00	592.59	77.23	0.00	77.23	669.82
15	15	300	600.60	0.00	600.60	78.28	0.00	78.28	678.88
16	16	217	434.44	0.00	434.44	56.62	0.00	56.62	491.06
17	17	209	418.42	0.00	418.42	54.53	0.00	54.53	472.95
18	18	209	418.42	0.00	418.42	54.53	0.00	54.53	472.95
19	19	209	418.42	0.00	418.42	54.53	0.00	54.53	472.95
20	20	209	418.42	0.00	418.42	54.53	0.00	54.53	472.95
21	21	209	418.42	0.00	418.42	54.53	0.00	54.53	472.95
22	22	209	418.42	0.00	418.42	54.53	0.00	54.53	472.95
23	23	209	418.42	0.00	418.42	54.53	0.00	54.53	472.95
24	24	209	418.42	0.00	418.42	54.53	0.00	54.53	472.95
25	25	217	434.44	0.00	434.44	56.62	0.00	56.62	491.06
26	26	154	308.31	0.00	308.31	40.18	0.00	40.18	348.49
27	27	144	288.29	0.00	288.29	37.57	0.00	37.57	325.86
28	28	144	288.29	0.00	288.29	37.57	0.00	37.57	325.86
29	29	144	288.29	0.00	288.29	37.57	0.00	37.57	325.86
30	30	144	288.29	0.00	288.29	37.57	0.00	37.57	325.86
31	31	144	288.29	0.00	288.29	37.57	0.00	37.57	325.86
32	32	144	288.29	0.00	288.29	37.57	0.00	37.57	325.86
33	33	144	288.29	0.00	288.29	37.57	0.00	37.57	325.86
34	34	144	288.29	0.00	288.29	37.57	0.00	37.57	325.86
35	35	144	288.29	0.00	288.29	37.57	0.00	37.57	325.86
36	36	144	288.29	0.00	288.29	37.57	0.00	37.57	325.86
37	37	154	308.31	0.00	308.31	40.18	0.00	40.18	348.49
38	38	245	490.49	0.00	490.49	63.93	0.00	63.93	554.42
39	39	235	470.47	0.00	470.47	61.32	0.00	61.32	531.79
40	40	235	470.47	0.00	470.47	61.32	0.00	61.32	531.79
41	41	235	470.47	0.00	470.47	61.32	0.00	61.32	531.79
42	42	235	470.47	0.00	470.47	61.32	0.00	61.32	531.79
43	43	235	470.47	0.00	470.47	61.32	0.00	61.32	531.79
44	44	235	470.47	0.00	470.47	61.32	0.00	61.32	531.79
45	45	245	490.49	0.00	490.49	63.93	0.00	63.93	554.42
Total			\$20,020.08	\$0.00	\$20,020.08	\$2,609.20	\$0.00	\$2,609.20	\$22,629.28
Totals:			\$20,020.08	\$0.00	\$20,020.08	\$2,609.20	\$0.00	\$2,609.20	\$22,629.28

Energy Efficiency Report



FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★★☆☆☆☆ **6 STARS**
in Climate: 24 **SCORE: 33 POINTS**

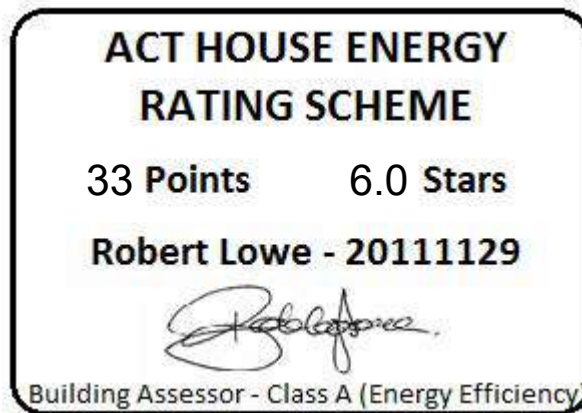
Name: Nelson

Ref No: 70374

House Title: Unit 45 Block 1 Section 76 TAYLOR

Date: 11-06-2026

Address: 45/10 Margules Cres, Taylor ACT 2913



This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.

IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

Star Rating	POOR			AVERAGE				GOOD			V. GOOD	
	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★		
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	33	<div style="border: 1px solid black; height: 20px; background-color: #cccccc;"></div>										
Potential	39	<div style="border: 1px solid black; height: 20px; background-color: #cccccc;"></div>										

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

Design options

Additional points

Change curtain to

Heavy Drapes & Pelmet

7

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	33	★★★★★★
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Largest windows in the dwelling;

Direction : West

Area : 8 m²

The table below shows the total score for the dwelling when these windows face the direction indicated.

Note that obstructions overshadowing windows have been removed from all windows in these ratings to allow better comparisons to be made between orientations.

ORIENTATION	POINT SCORE	STAR RATING
1. West	33	★★★★★★
2. North West	35	★★★★★★
3. North	41	★★★★★★
4. North East	42	★★★★★★
5. East	41	★★★★★★
6. South East	40	★★★★★★
7. South	38	★★★★★★
8. South West	34	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 45 Block 1 Section 76 TAYLOR, 45/10 Margules Cres, Taylor ACT 2913

Assessor's Name:

Net Conditioned Floor Area: 73.8 m²

				Points		
Feature				Winter	Summer	Total
CEILING				12	0	12
Surface Area:	7	Insulation:	7			
WALL				-1	0	-1
Surface Area:	-6	Insulation:	6	Mass:	-1	
FLOOR				11	1	12
Surface Area:	4	Insulation:	-2	Mass:	10	
AIR LEAKAGE (Percentage of score shown for each element)				4	0	4
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	36 %			
Exhaust Fans	37 %	Doors	13 %			
Down Lights	0 %	Gaps (around frames)	14 %			
DESIGN FEATURES				0	0	0
Cross Ventilation	0					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				-5	-12	-17
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
E	3	5%	-6	6	-2	-2
S	3	3%	-4	2	-2	-3
W	8	11%	-14	10	-8	-12
Total	14	19%	-24	19	-12	-17

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

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

				Winter	Summer	Total
RATING	★ ★ ★ ★ ★ ★			21	-11	33*
SCORE						

* includes 23 points from Area Adjustment

Detailed House Data

House Details

ClientName Nelson
HouseTitle Unit 45 Block 1 Section 76 TAYLOR
StreetAddress 45/10 Margules Cres, Taylor ACT 2913
FileCreated 11-06-2026

Climate Details

State
Town Canberra
Postcode 2600
Zone 24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Concrete Slab on ground	No Subfloor	No	No	No	Carp	R0.0	31.2m ²
2	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.0	9.8m ²
3	Timber	NA	Yes	No	No	Carp	R0.0	34.3m ²
4	Timber	NA	Yes	No	No	Tiles	R0.0	6.7m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R2.0	18.5m	2.6m
2	Framed: FC Sheet Clad	Yes	R0.0	10.5m	2.6m
3	Brick Veneer	No	R2.0	10.5m	2.6m
4	Framed: Metal Clad	No	R2.9	8.1m	2.6m
5	Framed: FC Sheet Clad	Yes	R0.0	10.5m	2.6m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Low Ventilation	No	Yes	R4.0	41.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	E	0.6m	0.8m	No	SGT	ALIMPR	NC	No	0.0m	0.0m	0.0m
2	S	2.1m	0.6m	No	DG	ALIMPR	HD	No	0.0m	0.0m	0.0m
3	W	2.1m	2.4m	No	DG	ALIMPR	HD	No	1.5m	1.5m	0.0m
4	E	1.2m	2.4m	No	DG	ALIMPR	HD	No	0.3m	0.3m	0.0m
5	S	2.1m	0.6m	No	DG	ALIMPR	HD	No	0.0m	0.0m	0.0m
6	W	1.2m	2.4m	No	DG	ALIMPR	HD	No	0.3m	0.3m	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	E	0.6m	0.8m	0.0m	0.0m	0.0m	0.0m	0.6m	2.4m	0.0m	0.0m
2	S	2.1m	0.6m	0.0m	0.0m	0.0m	0.0m	0.3m	0.0m	0.3m	0.0m
3	W	2.1m	2.4m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	0.6m	0.7m
5	S	2.1m	0.6m	0.0m	0.0m	0.0m	0.0m	0.3m	0.0m	0.3m	0.0m

Zoning Details

Is there Cross Flow Ventilation ? Average

Air Leakage Details

Location	Suburban
Is there More than One Storey ?	Yes
Is the Stairwell Separated by Doors ?	No
Is the Entry open to the Living Area ?	Yes
Is the Entry Door Weather Stripped ?	Yes
Area of Heavyweight Mass	0m ²
Area of Lightweight Mass	0m ²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	3	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	0
External Doors	0	0

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

Insurance Certificates & Tax Invoice



TO WHOM THIS MAY CONCERN

9th March 2026

Certificate of Currency

Dear Sir or Madam,

We, the undersigned Insurance Brokers acting on behalf of the Insured, hereby certify that the following described insurance is in force at this date.

TYPE OF INSURANCE: Professional Indemnity Insurance

INSURED: ACT Property Inspections Pty Ltd.

ADDRESS OF INSURED: Unit 1/33 Atree Court, Phillip ACT 2606, Australia.

POLICY NUMBER: B0507OE2600060

PERIOD: From: 30th March 2026 to: 30th March 2027
At 4pm Local Standard Time at the Principal Address of the Insured.

LIMIT OF LIABILITY: AUD 5,000,000 in the annual aggregate inclusive of costs and expenses plus one reinstatement.

INSURERS: 100% Lloyd's of London

This letter is provided as a matter of information only and confers no rights on the holder. Our duties in relation to this insurance are to our client and we accept no duty of care or responsibility to you or any other third party and any liability to you or a third party is excluded. This letter does not amend, extend, or alter the coverage afforded by the policy, nor does it purport to set out all of the policy terms, conditions and exclusions. The policy terms, conditions, limits, and exclusions may alter after the date of this document or the insurance may terminate or be cancelled, and the limits shown may be reduced to pay claims. We have no obligation to advise you of any changes which may be made to the policy or to advise you of their cancellation or termination.

Issued on behalf of Price Forbes & Partners



Adam Power
Executive Director



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

Tamara Nelson
45/10 Margules Cres
TAYLOR ACT 2913
AUSTRALIA

Invoice Date
27 May 2026

Invoice Number
INV-70374

Reference
45/10 Margules Cres, Taylor
ACT 2913, Australia

ABN
33 600 397 466

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

Description	Quantity	Unit Price	GST	Amount AUD
Energy Efficiency Report	1.00	348.26	10%	348.26
ACTPLA - EER ESDD Lodgement Fee (no GST)	1.00	41.91	GST Free	41.91
			Subtotal	390.17
			TOTAL GST 10%	34.83
			TOTAL AUD	425.00

Due Date: 18 Jun 2026

Payment Terms: 7 Day Account

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

Direct Deposit

BSB: 012084

Account Number: 194679655

Account Name: ACT Property Inspections Pty Ltd

Please reference your name and invoice number

Cheques - please make payable to ACT Property Inspections Pty Ltd

[View and pay online now](#)



**ACT
PROPERTY
INSPECTIONS**

RECEIPT

Tamara Nelson
45/10 Margules Cres
TAYLOR ACT 2913
AUSTRALIA

Payment Date
27 May 2026

Sent Date
28 May 2026

ABN:
33 600 397 466

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

Total AUD paid	425.00
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Invoice Date	Reference	Payment Reference	Invoice Total	Amount Paid	Still Owing
27 May 2026	INV-70374	Payment - INV-70374 Payment created via eWAY PayThis.	425.00	425.00	0.00
			Total AUD	425.00	0.00
