

Schedule

Land	The unexpired term of the Lease	Unit 72	UP No. 12292	Block 4	Section 49	Division/District Macquarie
	and known as 72/15 Bowman Street, Macquarie					
Seller	Full name	John Andrew Smith				
	ACN/ABN					
	Address	72/15 Bowman Street, Macquarie ACT 2614				
Seller Solicitor	Firm	Bedfords Legal				
	Email	mark@bedfordslegal.com.au				
	Phone	(02) 6285 2900	Ref: Mark Tigwell			
	DX/Address	PO Box 780, Woden ACT 2606				
Stakeholder	Name	Hive Property (ACT) Pty Ltd				
Seller Agent	Firm	Hive Property				
	Email	kathy@hiveproperty.co				
	Phone	(02) 6182 1802	Ref: Kathy Komar			
	DX/Address	Level 1, 4 Campion Street, Deakin ACT 2600				
Restriction on Transfer	<i>Mark as applicable</i>	<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	<i>Mark one</i>	<input checked="" type="checkbox"/> Non-Land Rent Lease	<input type="checkbox"/> Land Rent Lease			
Occupancy	<i>Mark one</i>	<input checked="" type="checkbox"/> Vacant possession	<input type="checkbox"/> Subject to tenancy			
Breach of covenant or unit articles	Description <i>(Insert other breaches)</i>	As disclosed in the Required Documents				
Goods	Description	Fixed floor coverings, light fittings, window treatments and dishwasher as inspected				
Date for Registration of Units Plan						
Date for Completion Within 30 days from the date hereof						
Electronic Transaction? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA						
Land Tax to be adjusted? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes						
Residential Withholding Tax	New residential premises?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes		
	Potential residential land?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes		
	Buyer required to make a withholding payment?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes (insert details on p.3)		
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		<input type="checkbox"/> No	<input type="checkbox"/> Yes		
	Clearance Certificates attached for all the Sellers?		<input 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	<i>Mark one (show shares)</i>	<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	\$660.00 (GST inclusive)

Tenancy Summary

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

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

Name	Capital Strata Management Services	Phone	6258 5979
Address	PO Box 26, Belconnen ACT 2616		

54 AMENDMENTS TO STANDARD TERMS

The standard Terms are amended as follows:

- (a) Clause 2.6 is amended by deleting the words "or in cash (up to \$200.00)".
- (b) Clause 26.2.4 is deleted.
- (c) Clause 51.2 is deleted.
- (d) Clause 52.6 is amended by deleting "14" and inserting "7".

55 ADJUSTMENTS

Despite clause 8.1 if Completion does not occur by the Date for Completion due to the delay or default of the Buyer, the Buyer will be liable on Completion for all Land Charges from and including the Date for Completion.

56 NOTICE TO COMPLETE

A Notice to Complete served by a party may be unilaterally withdrawn or revoked by that party at any time prior to the expiration of the period referred to in the Notice to Complete without prejudicing a Party's right to serve a further notice.

57 NOTICES

57.1 Delivery

If a notice is personally served in accordance with Clause 26.2, the notice is taken to have been received on the day that it is delivered or, if not delivered before 5.00 pm on a Business Day, on the next Business Day.

57.2 Post

If a notice is served by physical post in accordance with Clause 26.2, the notice is taken to have been received on the day 2 Business Days after the day it was posted.

57.3 E-mail

If a notice is served by email in accordance with Clause 26.2, the notice is taken to have been received on the date shown in the delivery receipt produced by the electronic mail system used to send the message and if not delivered before 5.00pm on a Business Day, on the next Business Day.

58 DIRECTOR'S GUARANTEE

- (a) This condition applies if the Buyer is a proprietary company.
- (b) In this condition, Guarantor means each director and shareholder of the Buyer where it is an incorporated entity OR the individual Trustees where the Buyer is purchasing as Trustee of a Trust.
- (c) In consideration of the Seller entering into this Contract at the guarantor's request, the Guarantor guarantees to the Seller:
 - (i) payment of all money payable by the Buyer under this Contract; and
 - (ii) the performance of all of the Buyer's other obligations under this Contract.
- (d) The Guarantor:
 - (i) indemnifies the Seller against any claim, action, loss, damage, cost, liability, expense or payment incurred by the Seller in connection with or arising from any breach or default by the Buyer of its obligations under this Contract; and
 - (ii) must pay on demand any money due to the Seller under this indemnity.
- (e) The Guarantor is jointly and separately liable with the Buyer to the Seller for:
 - (i) the performance by the Buyer of its obligations under this Contract; and
 - (ii) any damage incurred by the Seller as a result of the Buyer's failure to perform its obligations under this contract or the termination of this Contract by the Seller.
- (f) The Guarantor must pay to the Seller on written demand by the Seller all expenses incurred by the Seller in respect of the Seller's exercise or attempted exercise of any right under this clause.
- (g) The Guarantor's obligations under this clause are not released, discharged or otherwise affected by:
 - (i) the granting of any time, waiver, covenant not to sue or other indulgence;
 - (ii) the release or discharge of any person;
 - (iii) an arrangement, composition or compromise entered into by the Seller, the Buyer, the guarantor or any other person;
 - (iv) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the Seller by this contract, a statute, a Court or otherwise;
 - (v) payment to the Seller, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - (vi) the winding up of the Buyer.
- (h) This clause binds the Guarantor and the executors, administrators and assigns of the Guarantor.
- (i) This clause operates as a Deed between the Seller and the Guarantor.

.....
Guarantor Guarantor



AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH

LAND

Macquarie Section 49 Block 4 on Deposited Plan 2787 with 75 units on Unit Plan 12292

Unit 72 (Class A) entitlement 131 of 10000, 4 subsidiaries

Lease commenced on 28/07/2020, terminating on 04/05/2104

Proprietor

JOHN ANDREW SMITH

12/121 CRISP CIRCUIT, BRUCE ACT 2617

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

End of interests

ADMINISTRATIVE INTERESTS

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

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201630087	Development Application	07/09/2016	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	09/05/2017

Description

PROPOSAL FOR 4 AND 5 STOREY MULTI UNIT RESIDENTIAL DEVELOPMENT - demolition of existing structures, construction of a four (4) and five (5) storey multi-unit housing development comprising of eighty (80) dwellings, basement car parking and storage, landscaping and associated works.

AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH

LAND

Macquarie Section 49 Block 4 on Deposited Plan 2787 with 75 units on Unit Plan 12292

Lease commenced on 28/07/2020, terminating on 04/05/2104

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 12,292

LJ Hooker Strata ACT, 1st Floor, 182-200 City Walk Canberra ACT 2601

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
26/05/2022	3161942	Application to Note Special Resolution

End of interests

ADMINISTRATIVE INTERESTS

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LAND TITLES
CANBERRA
Directorate

REGISTRATION
SECTION

3161942

Land Titles Act 1925


SR

LODGING PARTY DETAILS		CRN: UP 12292
Name	Email Address	Contact Telephone Number
LJ Hooker Strata ACT Pty Ltd	infoact@ljhookerstrata.com.au	1800 383 333

TITLE AND LAND DETAILS				UNITS PLAN NUMBER
Volume & Folio	District/Division	Section	Block	
3001 : 123	MACQUARIE	49	4	12292

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


As per attached consolidated rules


SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
<input checked="" type="checkbox"/> Sealed copy of Minutes of Meeting <input checked="" type="checkbox"/> Sealed copy of Resolution/Motion <input type="checkbox"/> Other (specify) -	

CERTIFICATION *Delete the inapplicable


Applicant

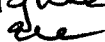
*The Certifier has retained the evidence to support this Registry Instrument or Document.
 *The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By: 
 Dorothy Dib
 Administration Manager, LJ Hooker Strata ACT
 Authorised Representative

Witness: 
 Pascal Deschanel
 General Manager
 LJ Hooker Strata ACT Pty Ltd

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"/>

VOI signed


EW 26/05/2022

Units Plan 12292

BANKSII - 15 Bowman Street, MACQUARIE ACT 2614

Rules

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

1.6 Assistance animals

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

1.7 Use of common property

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

1.8 Hazardous use of unit

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



1.9 Use of unit—nuisance or annoyance

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

1.10 Noise

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

1.11 Illegal use of unit

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

1.12 What may an executive committee representative do?

- (1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
 - (a) if the committee has reasonable grounds for suspecting that there is a breach of the 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).

1.13 Common Seal

- (a) The strata managing agent applies the Seal after receiving written confirmation from the executive committee to apply the Seal (note:- Written confirmation includes via email). The Managing Agent may apply the Common Seal to Section 119 Certificates as and when required.

Strata Manager:
LJ Hooker Strata ACT
Level 1, 182-200 City Walk, Canberra City ACT 2600
Phone: 1800 383 333
Email: infoact@ljhookerstrata.com.au



MINUTES OF
FIRST GENERAL MEETING
Units Plan No. 12292

DATE Tuesday 2 February 2021

TIME 6:00 PM

LOCATION Zoom Meeting,



MINUTES OF FIRST GENERAL MEETING

Units Plan No. 12292

DATE & TIME Tuesday 2 February 2021, at 6:00 PM

LOCATION Zoom Meeting,

Present via zoom :

Jin Liu	Unit 4
Angus Stormon	Unit 5
Sarah Malam	Unit 13
Sarah Paterson	Unit 17
Patrick Burge	Unit 18
Georgie Ryan	Unit 20
Richard Cabrera	Unit 23
Emily King and Katrina Kummie	Unit 37
Nansun Zhang	Unit 39
Lynette Heffernan	Unit 42
Sylvia Skukan	Unit 45
Juris and Margita Jakovics	Unit 53
David Smith and Susan Hollard	Unit 60
Aaron Kovalik	Unit 66
John and Jillian Robertson	Unit 67
Keith Huggan	Unit 71
Danielle Firat	Unit 72
David Kimmorley	Unit 74

PRESENT IN ROOM :

John and Rebekah Clifford	Unit 12
Anne Southwell	Unit 30
Simon Wang	Unit 35
Mary Horsham	Unit 59
Violet James	Unit 62

PROXY :

ABSENTEE VOTES :

Kendell Smith	Unit 32
In favour of all motions	
Julian Wellspring	Unit 58
In favour of all motions	

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

The meeting commenced at 6.30pm.



Appointment of Chair

Keith Huggan was appointed Chair for the meeting.

The absentee votes were accepted.

MOTIONS

MINUTES OF INAUGURAL GENERAL MEETING

Motion 1: That the minutes of the Inaugural General Meeting held 28 July 2020 are accepted.

CARRIED

FINANCIAL REPORT

Motion 2: That the financial statements be accepted as presented for the period to 15 January 2021.

CARRIED

INSURANCE

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

Policy No	HU0006047157
Renewal Date	12 June 2021
BUILDING	\$18,500,000
LOSS OF RENT	\$2,775,000
PUBLIC LIABILITY	\$20,000,000
FIDELITY GURANTEE	\$100,000
VOLUNTARY WORKERS	\$200,000/\$2,000
GOVT AUDIT COSTS	\$25,000
LEGAL EXPENSES	\$50,000
LOT OWNERS IMPROVEMENT	\$250,000
COMMON CONTENTS	\$110,000
APPEAL	\$100,000
Excess	\$500



Motion 3: That the level of insurance be increased upon renewal to the figure as suggested by the insurer.

CARRIED

The pds for CHU Insurance is attached for Owners reference.

EXECUTIVE COMMITTEE

Motion 4: That the Owners Corporation create between 3 and 7 Executive Committee positions, and those positions be filled by nominated owners.

CARRIED

The following owners were elected as Executive Committee Members until the next Annual General Meeting :

Patrick Burge	Unit 18
Georgie Ryan	Unit 20
Anne Southwell	Unit 30
Emily King	Unit 37
Mary Horsham	Unit 59
Donald James	Unit 62
Keith Huggan	Unit 72

GENERAL BUSINESS

RULE OF THE OWNERS CORPORATION

(Special Resolution means: That the votes cast against the motion are less than 1/4 of the total number of votes received)

Motion 5: Special Resolution : That Rule 1.4 of the Default Rules be amended and read as follows:

Erections and Alterations

- 1) A unit owner may erect or alter any structure in or on the unit or the common property only-
 - a) in accordance with the express permission of the Owners Corporation by unopposed resolution 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.

CARRIED WITH 1 ABSTAIN



Motion 6: Special Resolution: That Rule 11(b) & (c) of the Default Rules be amended to read

- a) The strata managing agent applies the Seal after receiving written confirmation from the executive committee to apply the Seal (note: - Written confirmation includes via email). The Managing Agent may apply the Common Seal to Section 119 Certificates as and when required.

CARRIED

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

MOTION DEFERRED

FOR FURTHER DISCUSSION WITH THE EXECUTIVE COMMITTEE

ELECTRONIC VOTING

Motion 8: That the Owners Corporation understand the below information regarding Electronic Voting and that meetings can now be held via these means.

Note: An owners corporation may adopt any of the following ways to vote on a matter to be decided by the owners corporation at a general meeting:

- (a) voting in the meeting by teleconference, videoconference, email or other electronic means;
- (b) voting on a motion by email or other electronic means before the meeting at which the matter (other than an election) is to be decided (pre-meeting electronic voting).

Note: (a) the owners corporation must ensure that members have reasonable access to facilities to vote; and (b) information about how members can access the facilities must accompany the notice of the general meeting.

A motion that is to be decided wholly by pre-meeting electronic voting may not be amended at the general meeting for which the pre-meeting electronic voting is conducted.

A motion that is to be decided partly by pre-meeting electronic voting must not be amended at the general meeting for which the pre-meeting electronic voting is conducted if the effect of the amendment is to change the subject matter of the original motion. If a motion that is to be decided partly by pre-meeting electronic voting is amended at the general meeting for which the pre-meeting electronic voting is conducted, the minutes of the meeting must be accompanied by a notice of a change and a statement setting out the power to request a further general meeting under the Act.



CARRIED

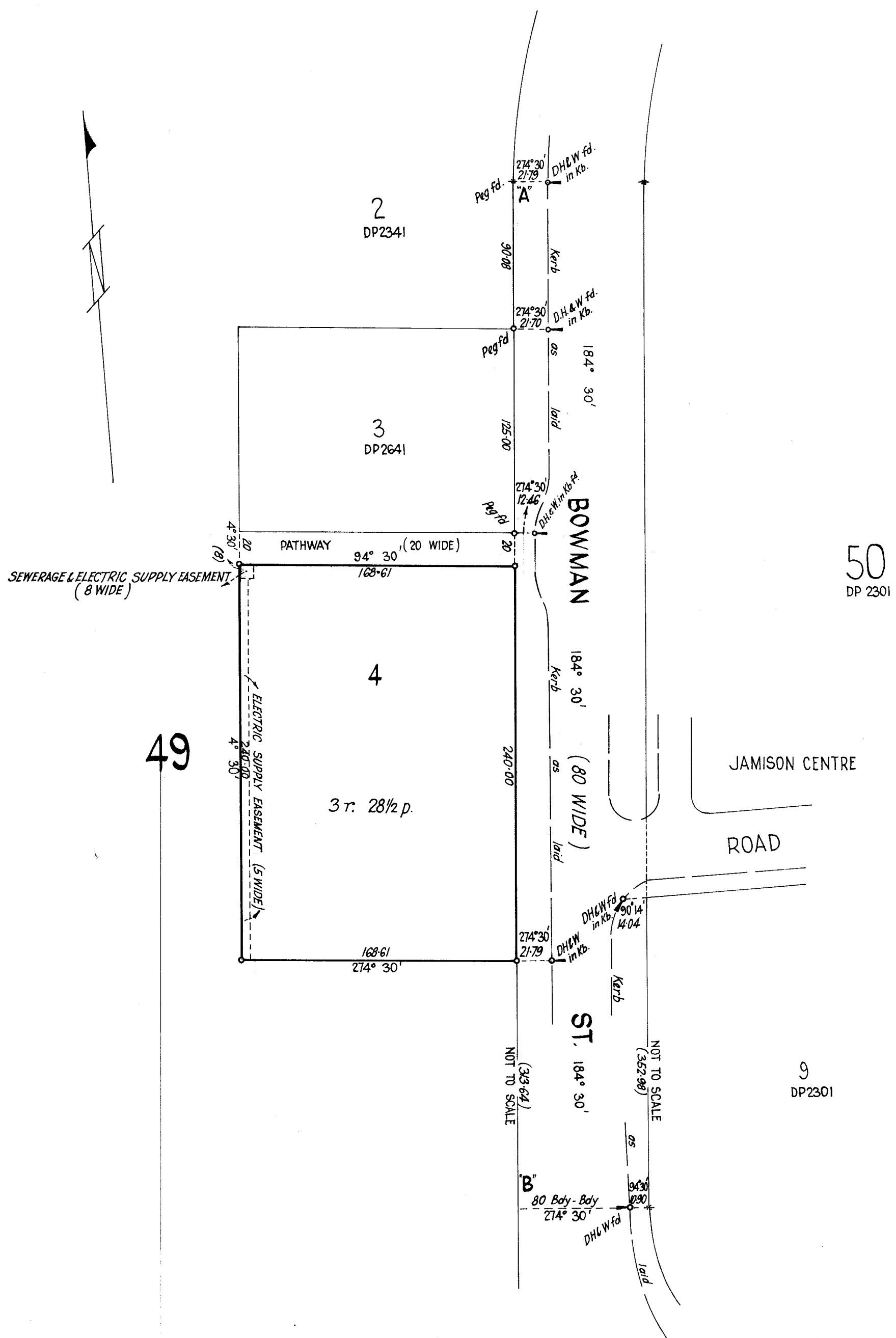
OTHER BUSINESS DISCUSSED.

- (a) The duties of the gardener and caretaker were discussed and the scope of works for both will be provided to the EC.
- (b) possibility of having herbs in planter boxes for all residents to use.
- (c) Garage door closing time to be reduced to discourage tailgating.
- (d) EC to consider installation of security cameras.
- (e) EC to consider installing automatic gate closers.
- (f) EC to consider installing fobs for lift access from garage to ground level.
- (g) Waste room water ingress was discussed and The Manager advised that this has been referred to Bulum Group for attention.

There being no further business the meeting closed at 8.00 pm.

Keith Huggan
Chair UP 12292
02 February 2021.





REFERENCE MARKS

- Denotes C.I.P. in road 6 radially from T.P.
 " C.B. " " 6 " " T.P.
 (Except as otherwise shown)

Azimuth: A-B (Strom)

I, **LAWRENCE GEORGE OLIVER** of **CANBERRA**
 a surveyor registered under the Surveyors Ordinance 1967-1970 hereby certify
 that the survey represented on this plan is accurate and has been made (1)
 by me (2) under my immediate supervision in accordance with Survey Practice
 Directions 1970 and was completed on **10 AUGUST 1971**

(Signature) *L. G. Oliver*
 Surveyor registered under the Surveyors Ordinance 1967-1970.

I certify that this plan is the plan prepared in accordance with Section 6 of
 the Districts Ordinance 1966-1967.

[Signature]
 20.10.71 Commonwealth Surveyor-General

PLAN OF
BLOCK 4 SECTION 49

DIVISION: MACQUARIE
DISTRICT: CANBERRA CITY

AUSTRALIAN CAPITAL TERRITORY

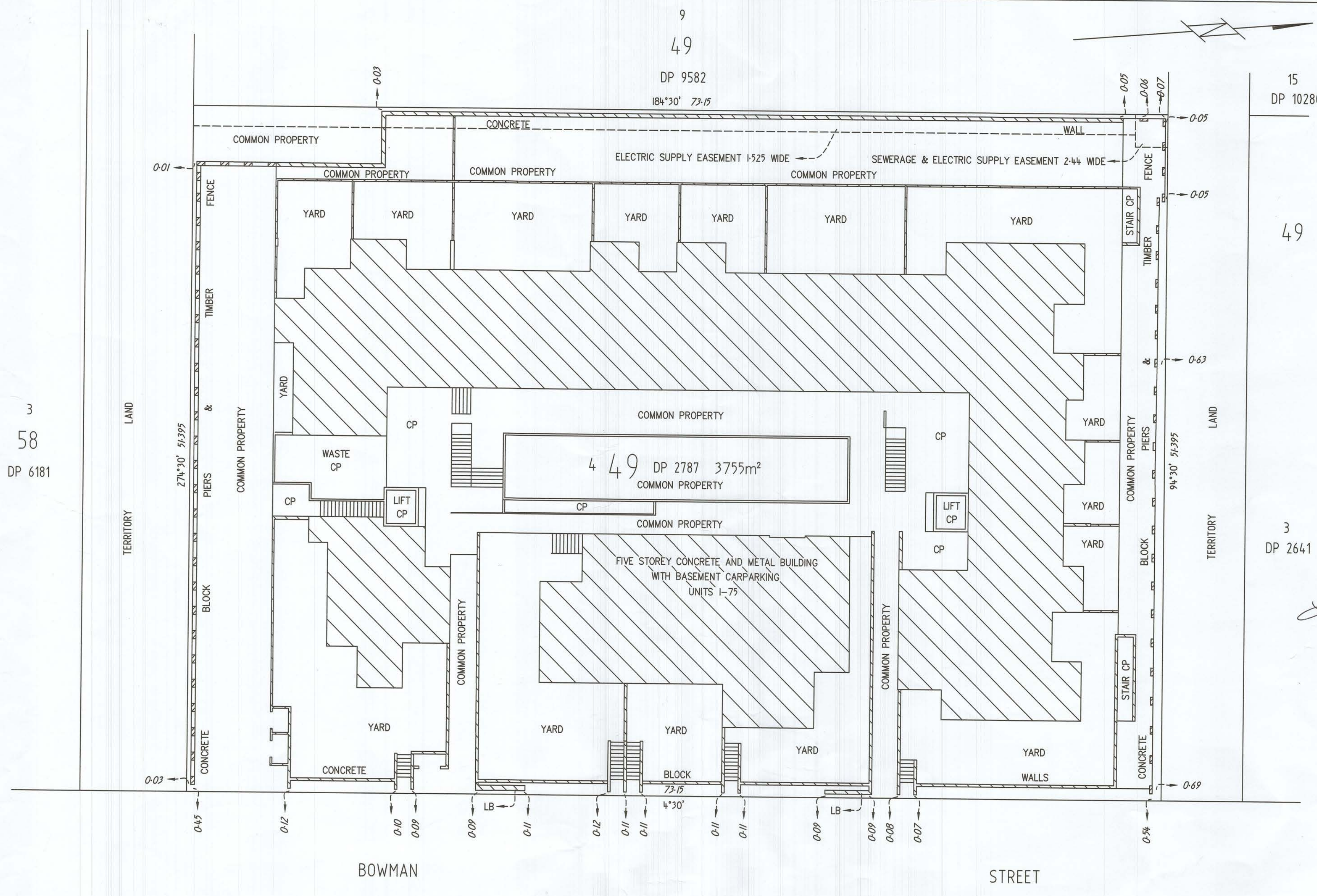
SCALE
 Feet 60 0 60 120 Feet

Field Books: K3879 65/1108

Deposited in the office of the Registrar of Titles at Canberra in
 the Australian Capital Territory the **2nd.**
 day of **NOVEMBER** 19 **71** at **15** minutes
 past **4** o'clock in the **AFTER** noon

Approved *[Signature]*
 Registrar of Titles.

DEPOSITED PLAN
2787



LAND TITLES ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. <u>1</u> of <u>30</u>
SITE PLAN
LAND DETAILS
Block 4
Section 49
Division MACQUARIE
Deposited Plan Number 2787
Volume/Folio 1734:93
Class of Units (A or B) A

3
58
DP 6181

15
DP 10280

49

3
DP 2641

NIKOLA BILUM
4/49M Pty Limited
ACN: 150 440 930
DIRECTOR

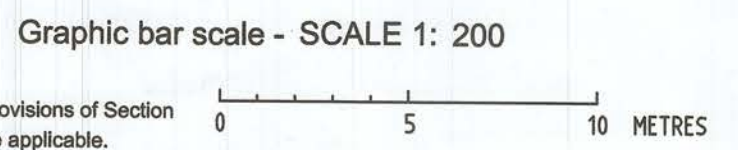
4/49M PTY LTD
Signature of Lessee

Lyn Tankev
Lyn Tankev
Delegate of the
ACT Planning and Land Authority
24 July 2020
APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

David Pryce
Registrar-General
28 JUL 2020

UNITS PLAN No.
12292

Form 1
Form 088 - SP



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

REF: 19195.UP

SURVEYORS DECLARATION
1. **WILLIAM ROBERT CAMPBELL** 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) - 24th April 2020
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*.

WR Campbell
Signature of Registered Surveyor
29th April 2020
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 diagram clearly indicates 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.

1st FLOOR 182-200 CITY WALK CANBERRA CITY ACT 2601
Address for Service of Notice

LJ HOOKER STRATA ACT
Name of Manager / Owners Corporation

XUP 22053

SUE

Form 078







SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
Macquarie	49	4	12292

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	131	3	3001	124
2	131	3	3001	125
3	145	5	3001	126
4	106	4	3001	127
5	106	4	3001	128
6	145	4	3001	129
7	200	2	3001	130
8	92	3	3001	131
9	91	3	3001	132
10	92	3	3001	133
11	202	2	3001	134
12	215	5	3001	135
13	131	4	3001	136
14	107	3	3001	137
15	142	3	3001	138
16	131	3	3001	139
17	131	3	3001	140
18	145	4	3001	141
19	106	4	3001	142
20	106	4	3001	143
21	145	4	3001	144
22	200	3	3001	145
23	92	3	3001	146
24	91	3	3001	147
25	92	3	3001	148
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:	
Nikola Bulum 4/49M Pty Limited ACN: 150 440 930 DIRECTOR  Signature of Lessee			Volume	Folio
			3001	123
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated Twenty fourth this day of July 2020  Lyn Tankey Delegate of the Authority/Executive			 David Pryce Registrar-General  Deputy Registrar-General	

SUE
Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
Macquarie	49	4	12292

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	200	3	3001	149
27	215	5	3001	150
28	131	4	3001	151
29	107	4	3001	152
30	142	4	3001	153
31	91	3	3001	154
32	131	3	3001	155
33	131	3	3001	156
34	145	4	3001	157
35	106	4	3001	158
36	106	4	3001	159
37	145	4	3001	160
38	200	3	3001	161
39	92	3	3001	162
40	92	3	3001	163
41	92	3	3001	164
42	205	3	3001	165
43	215	5	3001	166
44	131	4	3001	167
45	107	4	3001	168
46	142	4	3001	169
47	91	3	3001	170
48	131	3	3001	171
49	131	3	3001	172
50	145	4	3001	173

Aggregate

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

Volume	Folio
3001	123

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

Dated Twentyfourth this day of July 2020

Lyn Tankey
Lyn Tankey
Delegate of the Authority/Executive

David Pryce
David Pryce
Registrar-General

Deputy Registrar-General



SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
Macquarie	49	4

Unit Plan No
12292

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	106	4	3001	174
52	106	4	3001	175
53	145	4	3001	176
54	200	4	3001	177
55	92	3	3001	178
56	92	3	3001	179
57	92	3	3001	180
58	205	3	3001	181
59	215	5	3001	182
60	131	4	3001	183
61	107	4	3001	184
62	142	4	3001	185
63	91	3	3001	186
64	145	4	3001	187
65	106	4	3001	188
66	106	4	3001	189
67	145	4	3001	190
68	92	3	3001	191
69	92	3	3001	192
70	205	3	3001	193
71	215	5	3001	194
72	131	4	3001	195
73	107	4	3001	196
74	142	4	3001	197
75	91	3	3001	198

Aggregate	10000	268
-----------	-------	-----

NIKOLAI BULUM
4114AM Pty Limited
ACN: 150 440 930
DIRECTOR

[Signature]
Signature of Lessee

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

Volume	Folio
3001	123


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

Dated Twenty fourth this day of July 2020

[Signature] Lyn Tankey
Delegate of the Authority/Executive

[Signature]
David Pryce
Registrar-General

[Signature]
Deputy Registrar-General



FLOOR PLAN

Block
4
Section
49
Division
MACQUARIE
FLOOR NUMBER
INDEX/LEGEND

ADDRESS	UNIT IDENTIFIER				SUBSIDIARIES								SUBSIDIARY TOTAL
	UNIT No.	SHEET No.	FLOOR	DOOR No.	YARD		BALCONY		CAR SPACE / GARAGE		STORE ROOM		
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
15 BOWMAN STREET	1	8	GROUND	1	1,2	10			3	6			3
	2	10	GROUND	2	1	10			2	9	3	6	3
	3	10	GROUND	3	1,2	10,10			3,4	9,9	5	6	5
	4	10	GROUND	4	1,2	10,10			3	6	4	6	4
	5	10	GROUND	5	1,2	10,10			3	6	4	6	4
	6	10	GROUND	6	1,2	10,10			3	6	4	6	4
	7	10	GROUND	7	1	10			2	7			2
	8	10	GROUND	8	1	10			2	6	3	6	3
	9	10	GROUND	9	1	10			2	6	3	6	3
	10	10	GROUND	10	1	10			2	6	3	6	3
	11	10	GROUND	11	1	10			2	7			2
	12	10	GROUND	12	1,2	10,10			3,4	9,8	5	8	5
	13	10	GROUND	13	1,2	10,10			3	9	4	9	4
	14	10	GROUND	14	1	10			2	6	3	6	3
	15	10	GROUND	15	1,2	10,10			3	9			3
	16	11	FIRST	16			1,2	11,11	3	6			3
	17	11	FIRST	17			1	11	2	7	3	6	3
	18	11	FIRST	18	2	11	1	11	3	8	4	6	4
	19	11	FIRST	19	2	11	1	11	3	8	4	8	4
	20	11	FIRST	20	2	11	1	11	3	7	4	7	4
	21	11	FIRST	21	2	11	1	11	3	7	4	6	4
	22	11	FIRST	22			1,2	11,11	3	8			3
	23	11	FIRST	23			1	11	2	7	3	6	3
	24	11	FIRST	24			1	11	2	7	3	6	3
	25	11	FIRST	25			1	11	2	7	3	6	3
	26	11	FIRST	26			1,2	11,11	3	8			3
	27	11	FIRST	27	2	11	1	11	3,4	9,8	5	6	5
	28	11	FIRST	28	2	11	1	11	3	7	4	6	4
	29	11	FIRST	29	2	11	1	11	3	6	4	9	4
	30	11	FIRST	30	3	11	1,2	11,11	4	9			4
	31	11	FIRST	31			1	11	2	9	3	9	3
	32	12	SECOND	32			1,2	12,12	3	8			3
	33	12	SECOND	33			1	12	2	9	3	9	3
	34	12	SECOND	34	2	12	1	12	3	9	4	9	4
	35	12	SECOND	35	2	12	1	12	3	9	4	9	4
	36	12	SECOND	36	2	12	1	12	3	9	4	9	4
	37	12	SECOND	37	2	12	1	12	3	7	4	9	4
	38	12	SECOND	38			1,2	12,12	3	8			3
	39	12	SECOND	39			1	12	2	7	3	9	3
	40	12	SECOND	40			1	12	2	7	3	9	3
	41	12	SECOND	41			1	12	2	7	3	9	3
	42	12	SECOND	42			1,2	12,12	3	8			3
	43	12	SECOND	43	2	12	1	12	3,4	7,8	5	9	5
	44	12	SECOND	44	2	12	1	12	3	9	4	9	4
	45	12	SECOND	45	2	12	1	12	3	9	4	9	4
	46	12	SECOND	46	3	12	1,2	12,12	4	6			4
	47	12	SECOND	47			1	12	2	6	3	9	3
	48	13	THIRD	48			1,2	13,13	3	9			3
	49	13	THIRD	49			1	13	2	9	3	9	3
	50	13	THIRD	50	2	13	1	13	3	8	4	8	4
	51	13	THIRD	51	2	13	1	13	3	9	4	9	4
	52	13	THIRD	52	2	13	1	13	3	8	4	9	4
	53	13	THIRD	53	2	13	1	13	3	7	4	7	4
	54	13	THIRD	54			1,2	13,13	3	8	4	8	4
	55	13	THIRD	55			1	13	2	8	3	9	3
	56	13	THIRD	56			1	13	2	8	3	9	3
	57	13	THIRD	57			1	13	2	8	3	9	3
	58	13	THIRD	58			1,2	13,13	3	8			3
	59	13	THIRD	59	2	13	1	13	3,4	6,9	5	9	5
	60	13	THIRD	60	2	13	1	13	3	7	4	9	4
	61	13	THIRD	61	2	13	1	13	3	9	4	9	4
	62	13	THIRD	62	3	13	1,2	13,13	4	6			4
	63	11	THIRD	63			1	11	2	9	3	9	3
	64	14	FOURTH	64	2	14	1	14	3	6	4	9	4
	65	14	FOURTH	65	2	14	1	14	3	9	4	9	4
	66	14	FOURTH	66	2	14	1	14	3	9	4	9	4
	67	14	FOURTH	67	2	14	1	14	3	6	4	9	4
	68	14	FOURTH	68			1	14	2	8	3	9	3
	69	14	FOURTH	69			1	14	2	7	3	9	3
	70	14	FOURTH	70			1,2	14,14	3	9			3
	71	14	FOURTH	71	2	14	1	14	3,4	6,9	5	9	5
	72	14	FOURTH	72	2	14	1	14	3	6	4	9	4
	73	14	FOURTH	73	2	14	1	14	3	6	4	9	4
	74	14	FOURTH	74	3	14	1,2	14,14	4	9			4
	75	14	FOURTH	75			1	14	2	9	3	9	3

- D DUCT - BEING COMMON PROPERTY
- LB LETTERBOX - BEING COMMON PROPERTY
- UR UTILITY ROOM - BEING COMMON PROPERTY
- UC UTILITY CUPBOARD - BEING COMMON PROPERTY
- C DENOTES COLUMN
- S DENOTES STOREROOM
- 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 WALL

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

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

YARDS 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



Nikola Bulum
4149M Pty Limited
FCN: 150 440 930
DIRECTOR

Signature of Lessee



Lyn Tankey
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.

12292

FLOOR PLAN

Block
4

Section
49

Division
MACQUARIE

FLOOR NUMBER
BASEMENT

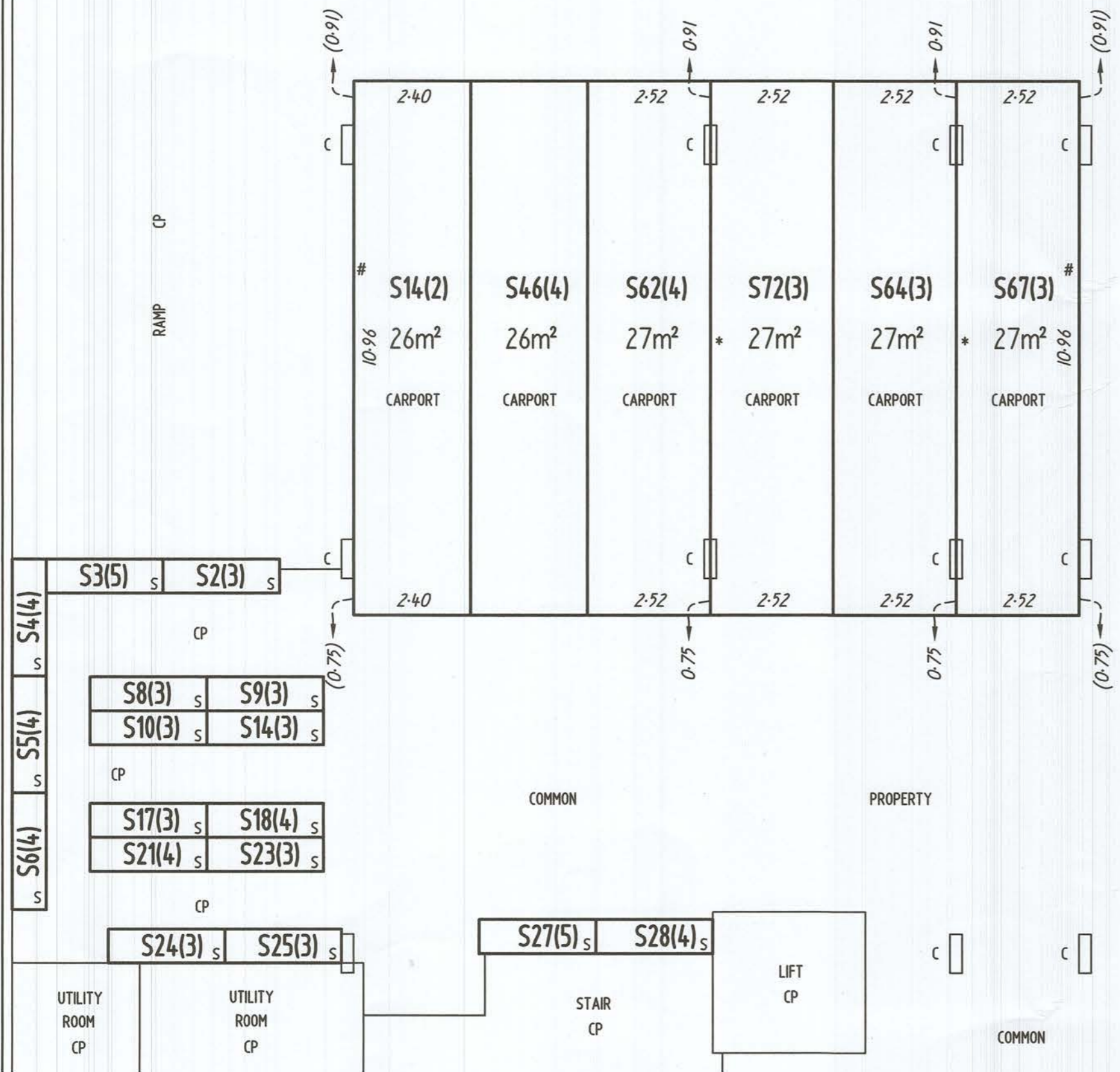


COMMON PROPERTY

COMMON PROPERTY

LAND

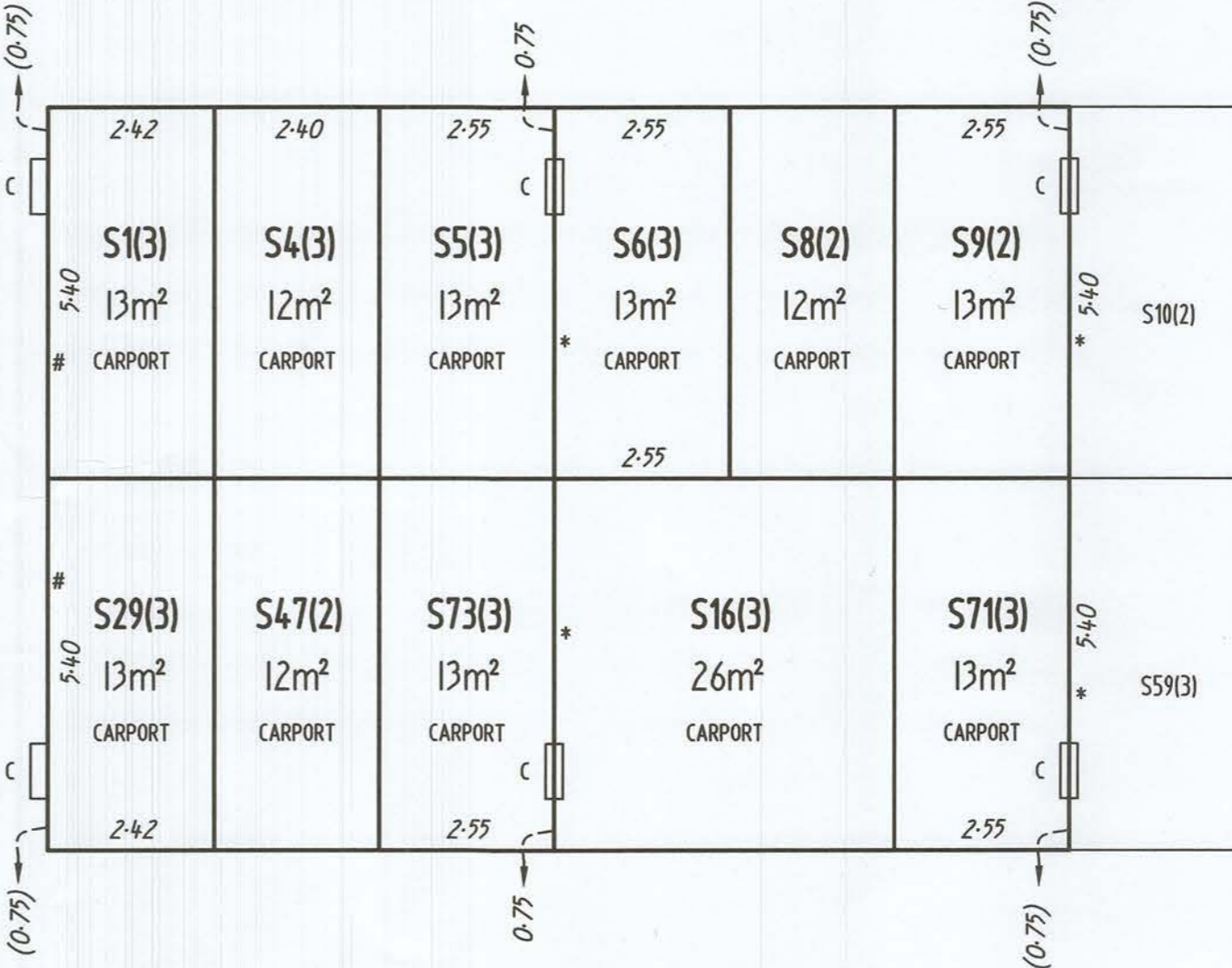
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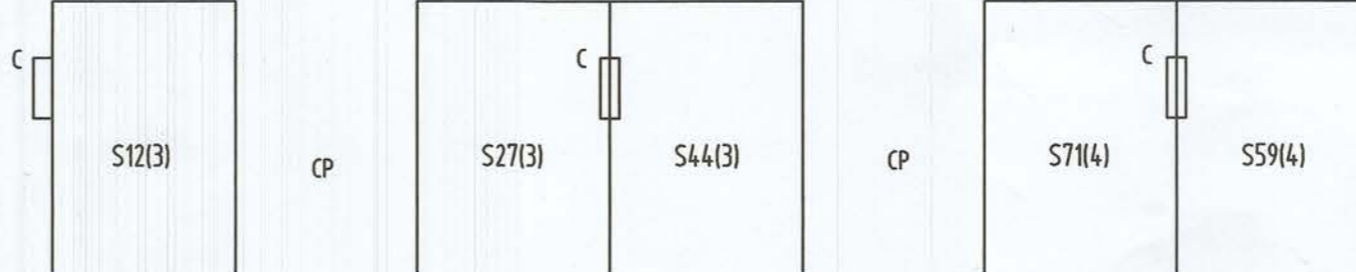
PROPERTY

COMMON

PROPERTY



COMMON PROPERTY



SHEET 8

ADJOINS

ADJOINS

SHEET 7

[Handwritten Signature]

Nikola Bulum
4149m Pty Limited
ACN: 150 440 930
DIRECTOR

Signature of Lessee

[Handwritten Signature]

Lyn Tankey

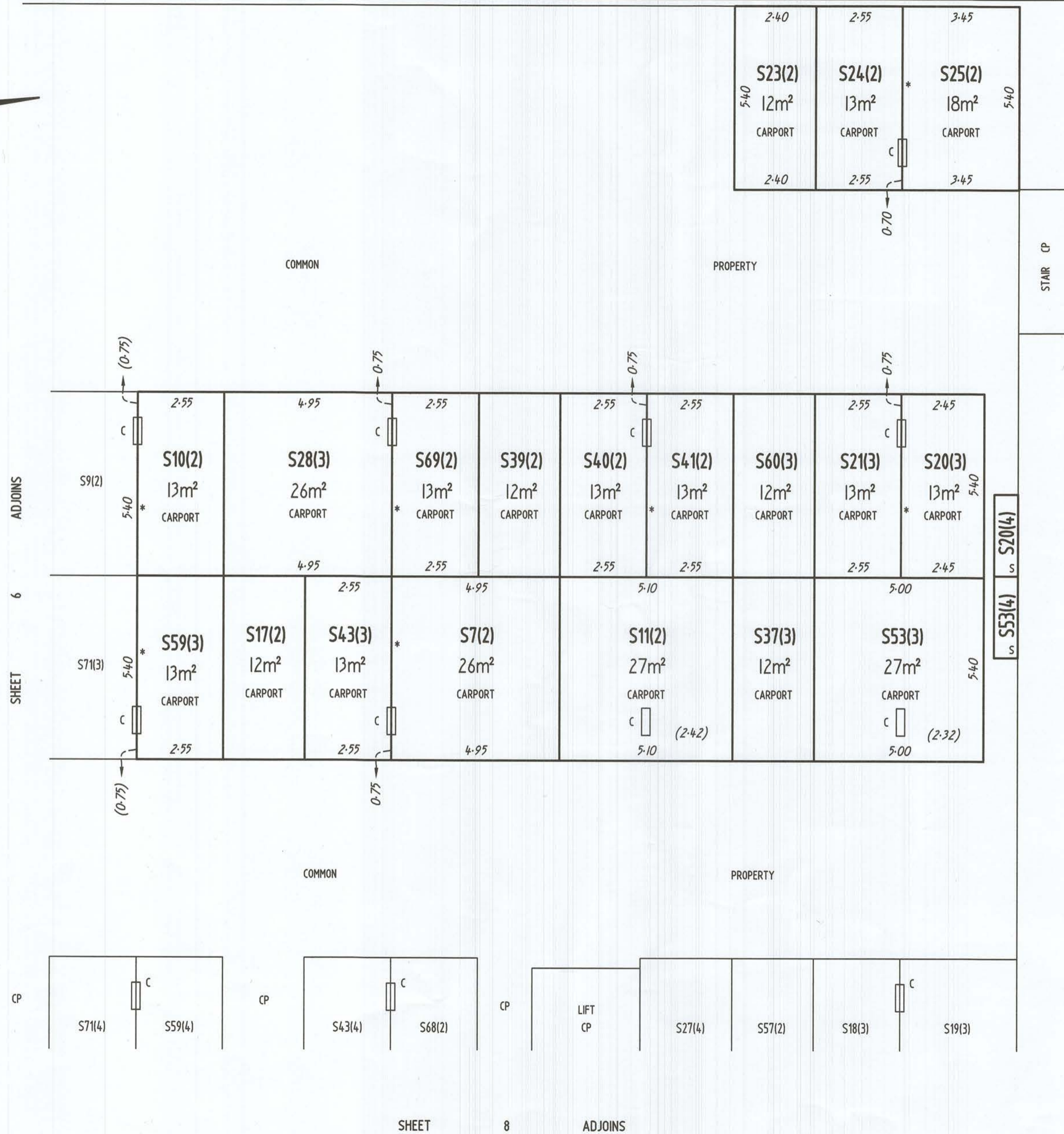
Delegate of the
ACT Planning and Land Authority

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 5 FOR LEGEND

UNITS PLAN No.

12292



LAND TITLES
ACCESS CANBERRA
 Chief Minister, Treasury and
 Economic Development Directorate

Sheet No. 7 of 30

FLOOR PLAN

Block
4

Section
49

Division
MACQUARIE

FLOOR NUMBER
BASEMENT

Nikola Bulum
 4/49M Pty Limited
 ACN: 150 440 930
 Director
 Signature of Lessee

Lyn Tanky
 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 5 FOR LEGEND

UNITS PLAN No.
 12292

FLOOR PLAN

Block

4

Section

49

Division

MACQUARIE

FLOOR NUMBER

BASEMENT

SHEET 7 ADJOINS



ADJOINS SHEET 9

LAND TERRITORY

Nikola Bulum
4149M Pty Limited
PEN: 150 440 930
Director
Signature of Lessee

Lyn Tankey
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 5 FOR LEGEND

UNITS PLAN No.

12292

FLOOR PLAN

Block
4

Section
49

Division
MACQUARIE

FLOOR NUMBER
BASEMENT

SHEET 6 ADJOINS



ADJOINS
8
SHEET

Nikola Bulum
4149m Pty Limited
ACN: 150 440 930
Director
Signature of Lessee

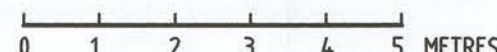
Lyn Tenkey
Delegate of the
ACT Planning and Land Authority

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 5 FOR LEGEND

UNITS PLAN No.

12292



FLOOR PLAN

Block

4

Section

49

Division

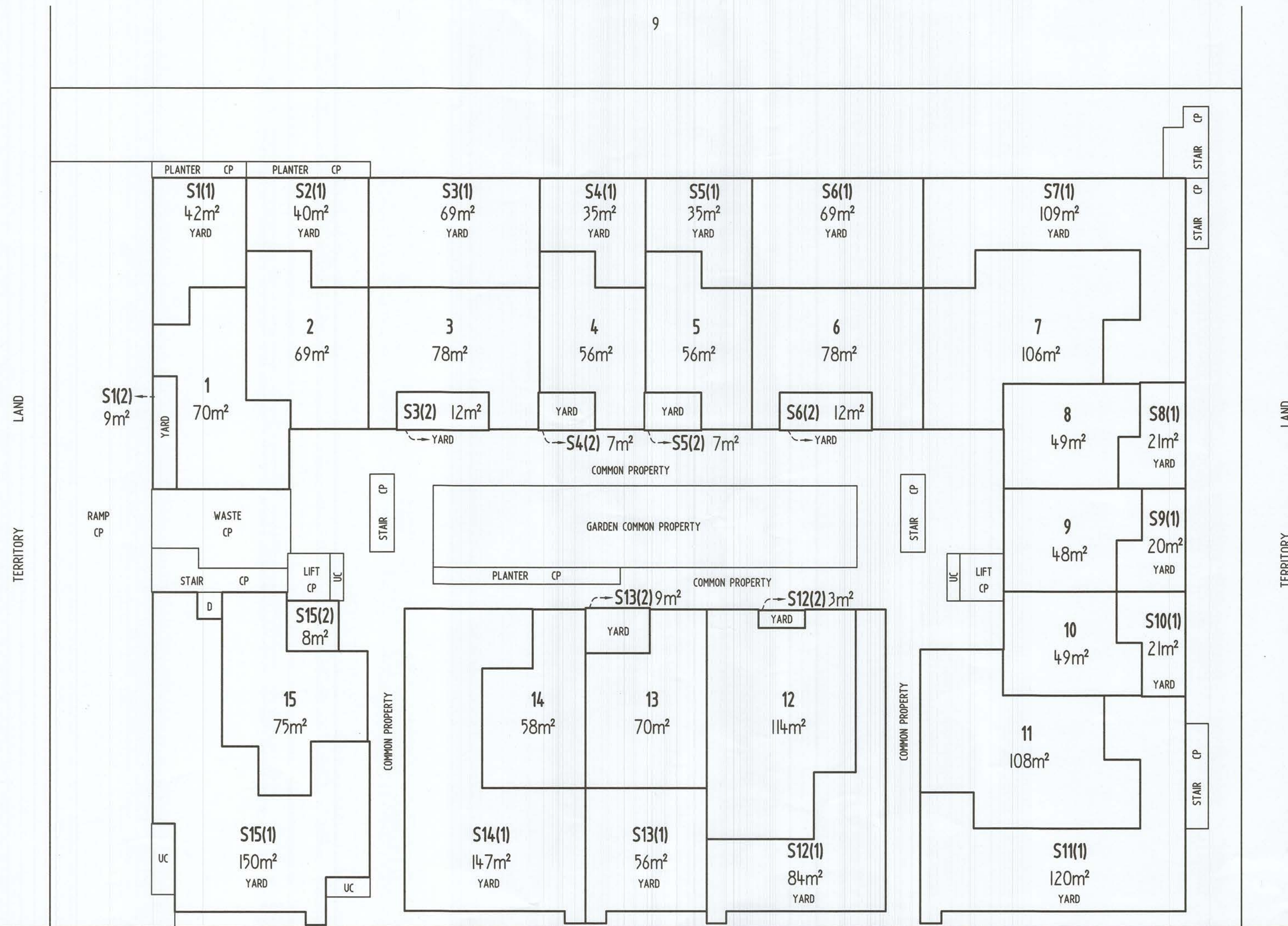
MACQUARIE

FLOOR NUMBER

GROUND



9



Nikola Bulum
Nikola Bulum
414AM Pty Limited
ACN: 150 440 930
DIRECTOR
Signature of Lessee

Lyn Tankey
Lyn Tankey
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 5 FOR LEGEND

UNITS PLAN No.
12292

FLOOR PLAN

Block

4

Section

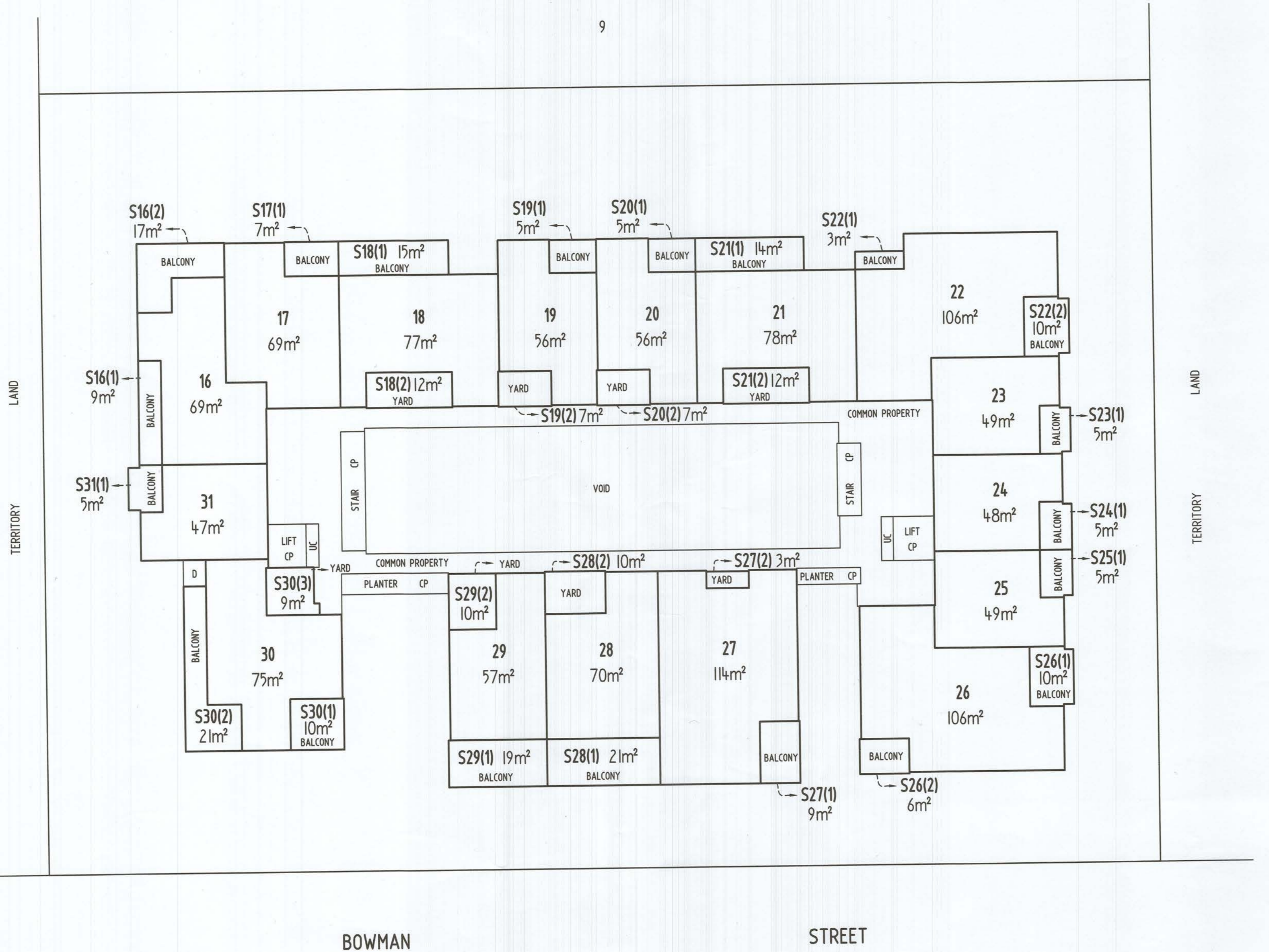
49

Division

MACQUARIE

FLOOR NUMBER

FIRST



Nikola Bulum
Nikola Bulum
4149m Pty Limited
A/N: 150 440 930
DIRECTOR
Signature of Lessee

Lyn Tanney
Lyn Tanney
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 5 FOR LEGEND

UNITS PLAN No.
12292



FLOOR PLAN

Block

4

Section

49

Division

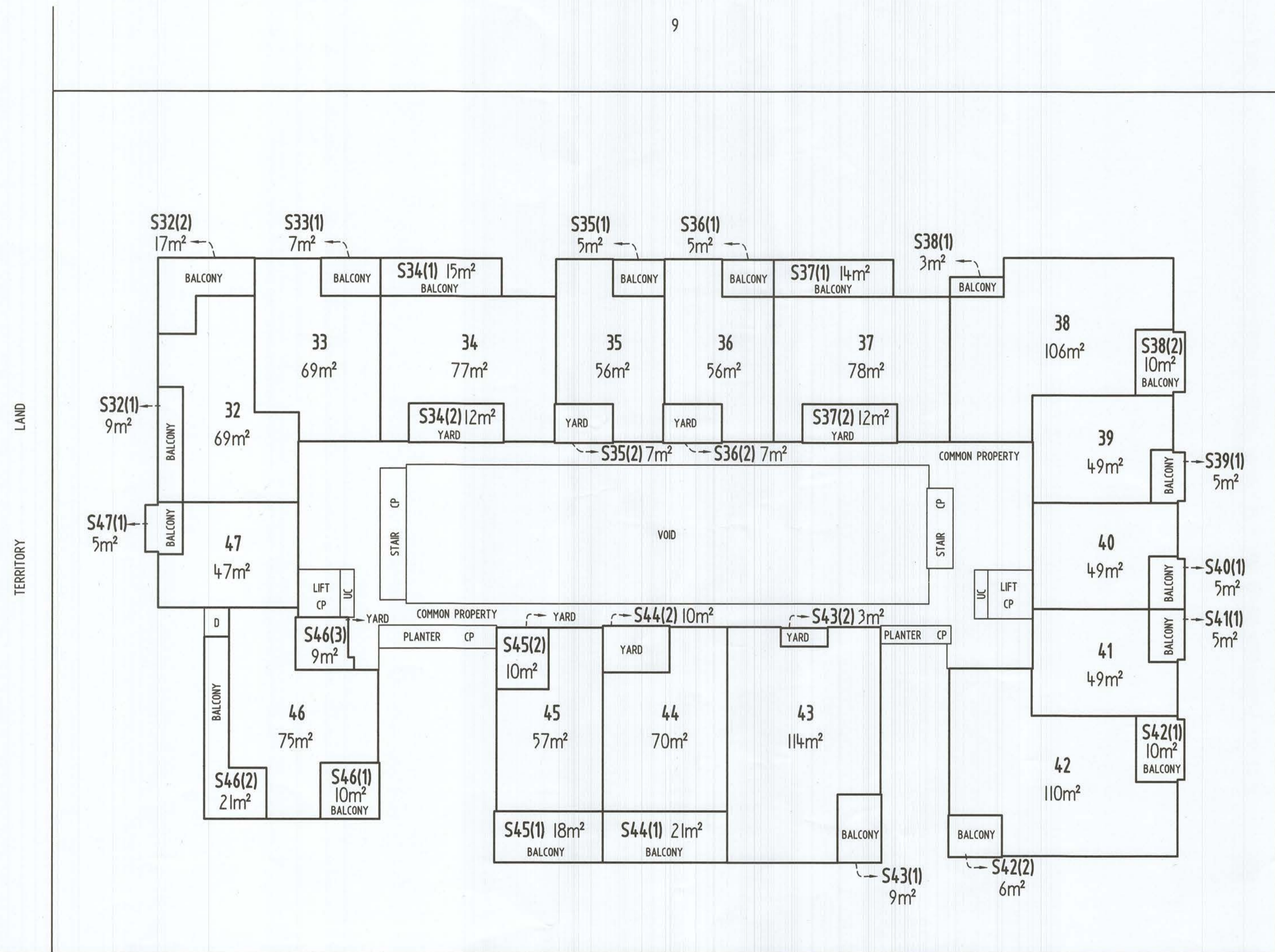
MACQUARIE

FLOOR NUMBER

SECOND



9



LAND
TERRITORY

LAND
TERRITORY

BOWMAN STREET

Nikola Bulum
4149M Pty Limited
ACN: 150 440 930
Director

Signature of Lessee

Lyn Tankey

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 5 FOR LEGEND

UNITS PLAN No.

12292

FLOOR PLAN

Block

4

Section

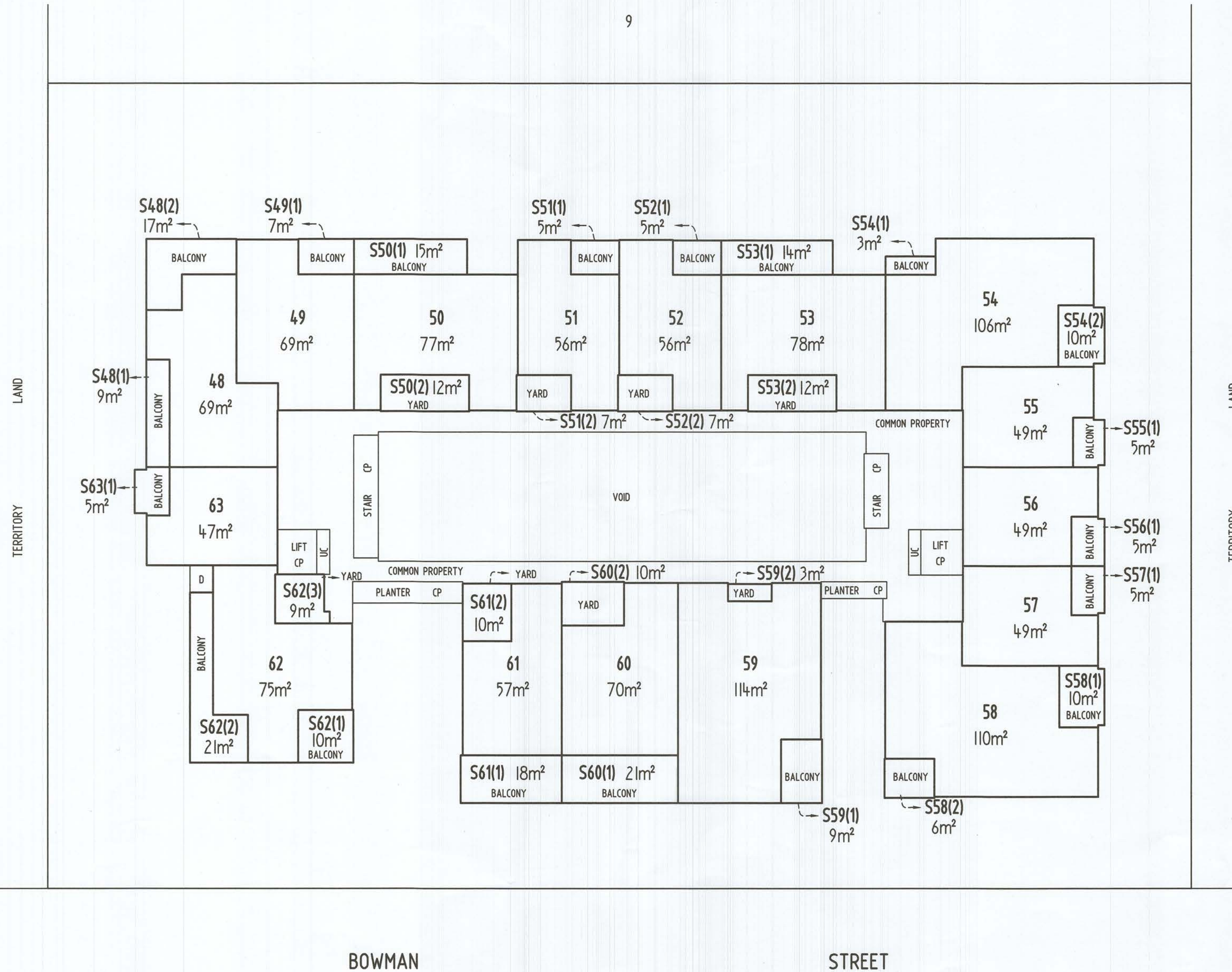
49

Division

MACQUARIE

FLOOR NUMBER

THIRD



Nikola Bulum

Nikola Bulum
414CM Pty Limited
ACN: 150 440 930
Director

Signature of Lessee

Lyn Tansey

Lyn Tansey

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 5 FOR LEGEND

UNITS PLAN No.

12292

FLOOR PLAN

Block

4

Section

49

Division

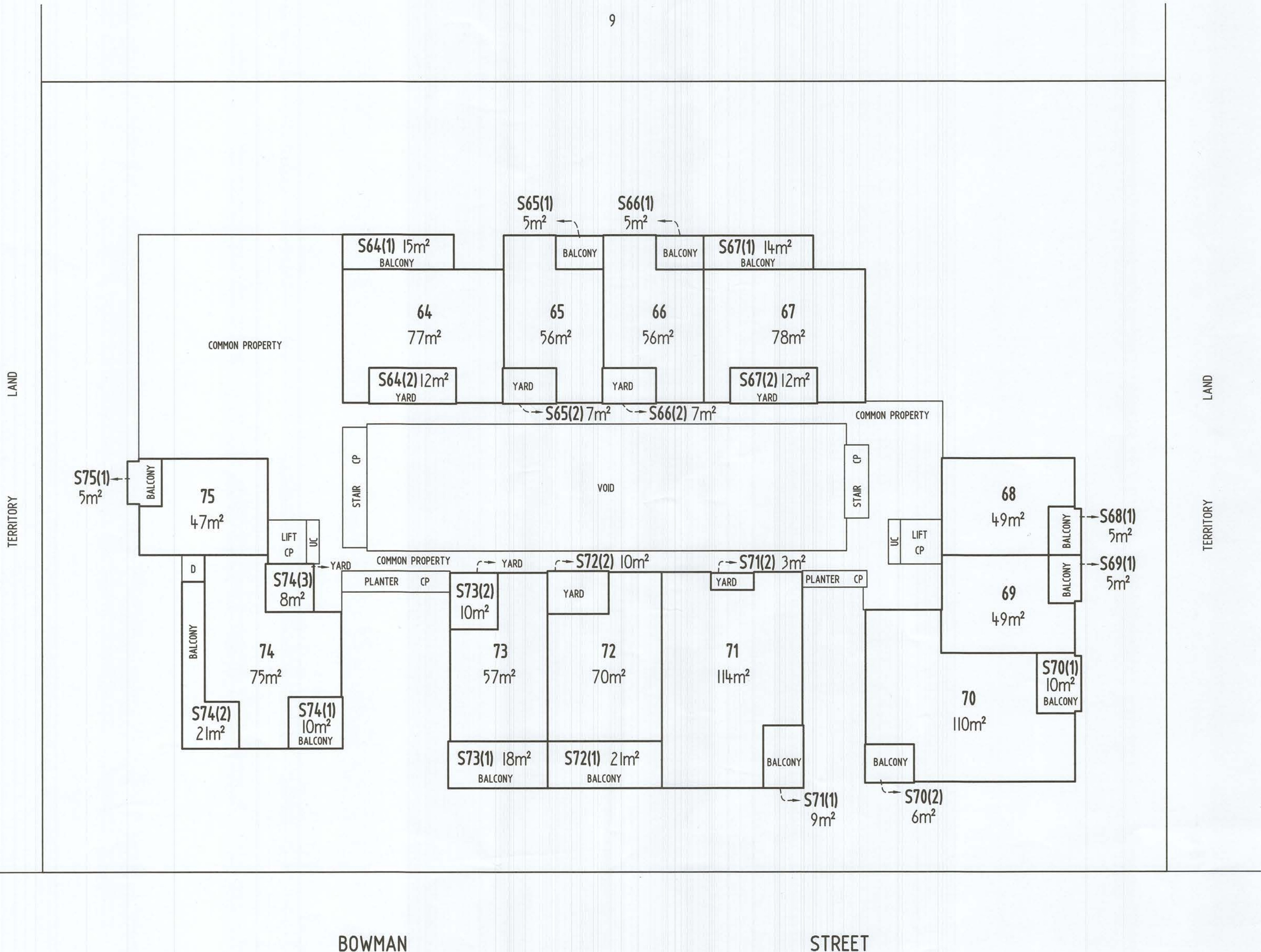
MACQUARIE

FLOOR NUMBER

FOURTH



9



[Signature]
NIKOLA BULUM
4140M Pty Limited
ACN: 150 440 930
DIRECTOR
Signature of Lessee

[Signature]
Lyn Tankey
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 5 FOR LEGEND

UNITS PLAN No.

12202



Form 4

Land Titles (Units Titles) Act 1970

UNITS PLAN NO 12292

Block 4 Section 49 Division of MACQUARIE

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 fourth day of May Two thousand one hundred and four. |
| RENT | 2. | The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded. |
| | 3. | Each Lessee of each of the Units Nos 1 - 75 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:

(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> ; |

X  W

- PURPOSE (c) To use Units 1 to 75 only for one or more of the following purposes:
- (i) club
 - (ii) commercial accommodation use;
 - (iii) community use;
 - (iv) drink establishment;
 - (v) indoor entertainment facility;
 - (vi) indoor recreation facility;
 - (vii) light industry;
 - (viii) non-retail commercial use;
 - (ix) place of assembly;
 - (x) residential use;
 - (xi) restaurant;
 - (xii) shop

PROVIDED ALWAYS THAT the gross floor area to be used for the purpose of shop shall not exceed 100 square metres;

- UNIT SUBSIDIARY (d) Not to use any unit subsidiary to that unit as a habitation;
- SERVICE AREAS (e) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the unit is suitably screened from public view;
- BUILDING SUBJECT TO APPROVAL (f) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building on the parcel or make any structural alterations to the unit;
- REPAIR (g) That the Lessee shall at all times during the said term maintain repair and keep in repair the unit and any unit subsidiary to the satisfaction of the Authority excluding any defined parts under the provisions of the Unit Titles Act 2001;
- FAILURE TO REPAIR (h) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the unit and any unit subsidiary the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement

X  W

and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

- | | | |
|---|-----|--|
| FACILITIES AND ACCESS FOR PERSONS WITH A DISABILITY | (i) | That the Lessee shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications submitted to and approved in writing by the Authority; |
| RIGHT OF INSPECTION | (j) | To permit any person or persons authorised by the Authority to enter upon the unit or any unit subsidiary at all reasonable times and in any reasonable manner to inspect the unit; |
| RATES AND CHARGES | (k) | To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the unit as and when they are due for payment; |
| PRESERVATION OF TREES | (l) | That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree: <ul style="list-style-type: none"> (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 | (m) | All minerals on or in 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.
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5. It is mutually covenanted and agreed by the Commonwealth and each of the Lessees of all the units as follows:

TERMINATION

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

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

ACCEPTANCE OF (b)
RENT

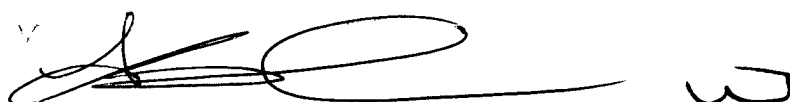
That acceptance of rent or other moneys by the Authority during or after any period referred to in Clause 5(a)(i), (ii) or (iii) shall not prevent or impede the exercise by the Authority of the powers conferred upon it by Clause 5(a);

FURTHER LEASE (c)

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

NOTICES

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

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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) "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) "business agency" means the use of the parcel of land for the purpose of providing a commercial service directly and regularly to the public;
- (d) "caretaker's residence" means any dwelling used for the residence of a caretaker, in connection with another land use, including industry and commercial activity;
- (e) "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;
- (f) "club" means the use of the parcel of land as a meeting place for persons associated, or for a body incorporated, for a social, sporting, athletic, literary, political or other like purpose, and which is a licensed premise under the Liquor Act 2010;

A large, stylized handwritten signature in black ink is located at the bottom left of the page. To its right, there are smaller, less distinct handwritten marks or initials.

- (g) “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;
- (h) “commercial accommodation use” means a commercial accommodation unit, guest house, hotel, motel, or tourist resort, but does not include caravan park/camping ground or a group or organised camp;
- (i) “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;
- (j) “community theatre” means the use of the parcel of land for a theatre, cinema, concert hall, auditorium or theatrette run by non-profit organisations;
- (k) “community use” means a child care centre, a community activity centre, a community theatre, a cultural facility, an educational establishment, a health facility, a hospital, a place of worship, and/or a religious associated use;
- (l) “craft workshop” means the use of the parcel of land for the manufacture, primarily by manual methods, of craft articles such as leatherwork, pottery, woodwork, hand woven goods and the like;
- (m) “cultural facility” means the use of the parcel of land for the purpose of cultural activities to which the public normally has access, but does not include a shop for art, craft or sculpture dealer;
- (n) “drink establishment” means the use of the parcel of land for the sale of alcoholic beverages and spirits to members of the public primarily for consumption on the premises, and which is a licensed premise under the Liquor Act 2010;
- (o) “dwelling” means a building or part of a building used as a self-contained residence which must include:

x  w

- (i) food preparation facilities;
- (ii) a bath or shower; and
- (iii) a closet pan and wash basin

It includes outbuildings and works normal to a dwelling;

- (p) “educational establishment” means the use of the parcel of land for the purpose of tuition, training or research directed towards the discovery or application of knowledge, whether or not for the purposes of gain, and may include associated residential accommodation;
- (q) “financial establishment” means the use of the parcel of land for the primary purpose of providing finance, investing money, and providing services to lenders, borrowers and investors on a direct and regular basis;
- (r) “gross floor area” means the sum of the area of all floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building excluding any area used solely for rooftop fixed mechanical plant and/or basement carparking;
- (s) “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;
- (t) “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;
- (u) “hospital” means the use of the parcel of land for the medical care (including diagnosis, preventative care and counselling) of in-patients, whether or not out-patients are also provided with care or treatment, and may include associated residential accommodation;
- (v) “hotel” means the use of the parcel of land for one or more commercial accommodation units and where the premise is licensed under the Liquor Act 2010. It may also include associated facilities such as a restaurant, bar or function room, which may be used by the occupants of the premises but, which are also available for use by non occupant members of the public;



- (w) "indoor entertainment facility" means the use of the parcel of land for entertainment where such use is primarily indoors;
- (x) "indoor recreation facility" means the use of the parcel of land for sporting activities where such use is primarily indoors:
- (y) "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
 - (i) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (z) "light industry" means an industry, not being a general, offensive hazardous or mining industry, in which the processes carried on, the transportation involved or the machinery or material used do not interfere with the amenity of the locality by reason of noise, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit, oil or otherwise. The use includes a craft workshop;
- (aa) "motel" means the use of the parcel of land for one or more commercial accommodation units and where the units are provided with convenient space for parking of motor vehicles. It may also include associated facilities such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which are also available for use by non occupant members of the public. A motel may be licensed under the Liquor Act 2010;
- (bb) "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 and triple occupancy housing;

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- (cc) “non retail commercial use” means a business agency, financial establishment, office or public agency;
- (dd) “outbuilding’ means a shed, garage or similar structure that is ancillary to the permitted use of the parcel of land;
- (ee) “office” means the use of the parcel of land for the purpose of administration, clerical, technical, professional or like business activities, including a government office, which does not include dealing with members of the public on a direct and regular basis except where this is ancillary to the main purpose of the office;
- (ff) “place of assembly” means the use of the parcel of land for gatherings of people to attend functions, whether or not for the purposes of gain;
- (gg) “place of worship” means the use of the parcel of land for the primary purposes of religious worship and associated activities by a congregation, religious group or members of the public whether or not the premises are also used for religious instruction, tuition, meetings, training and other community activities;
- (hh) “premises” means the parcel of land building and all other improvements on the parcel of land;
- (ii) “public agency” means the use of the parcel of land for the purpose of providing a public service directly and regularly to the public and includes a government agency, which provides a commercial service to the public;
- (jj) “religious associated use” means the use of the parcel of land for the activities conducted by religious organisations other than for worship or for offices and may include residential accommodation by ministers of religion;
- (kk) “residential care accommodation” means the use of the parcel of land by an agency or organisation that exists for the purpose of providing accommodation and services such as the provision of meals, domestic service 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;

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- (ll) "residential use" means a caretaker's residence, multi-unit housing, single dwelling housing, residential care accommodation and/or supportive housing;
- (mm) "restaurant" means the use of the parcel of land for the primary purpose of providing food for consumption on the premises whether or not the premises are licensed premises under the Liquor Act 2010 and whether or not entertainment is provided;
- (nn) "shop" means the use of the parcel of land for the purpose of selling, exposing or offering the sale by retail or hire, goods and personal services, includes bulky goods retailing, department store, personal service, retail plant nursery, supermarket and take-away food shop;
- (oo) "single dwelling housing" means the use of the parcel of land for residential purposes for a single dwelling only;
- (pp) "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;
- (qq) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (rr) "tourist resort" means the use of the parcel of land for one or more commercial accommodation units together with a wide range of recreational and/or cultural facilities in a resort style setting. It may also include associated facilities such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which are also available for use by non occupant members of the public. A tourist resort may be licensed under the Liquor Act 2010;

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- (ss) "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;
- (tt) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (uu) words in the singular include the plural and vice versa;
- (vv) words importing one gender include the other genders;
- (ww) 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 Twenty fourth day of July 2020.



Lyn Tankey

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

LESSEE: 4/49M PTY LTD ACN 150 440 930



✓
NIKOLA BULUM
4/49M PTY LIMITED
ACN: 150 440 930
DIRECTOR

Form 5

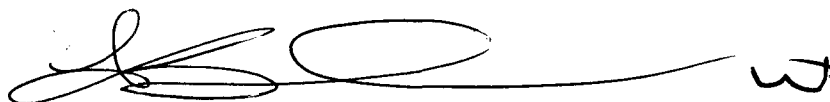
Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 12292

Block 4 Section 49 Division of MACQUARIE

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 fourth day of May Two thousand one hundred and four.
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. 12292 ("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 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) The Owners Corporation shall provide and maintain an approved drained and sealed carparking area on the parcel of land to a standard acceptable to the Authority in accordance with plans and specifications previously submitted to and approved in writing by the Territory PROVIDED ALWAYS THAT if the parcel of land is at any time used for the purposes of a club, drink establishment, indoor entertainment facility or restaurant, in excess of a gross floor area of 445 square metres, the owners corporation shall provide additional car parking spaces on the parcel of land to a standard acceptable to the Authority in accordance with plans and specifications previously submitted to and approved in writing by the Territory;
- (g) That the Owners Corporation shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications submitted to and approved in writing by the Authority;
- (h) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair 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;
- (i) 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;

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- (j) 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;
 - (k) 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;
 - (l) All minerals on or in 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;

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- (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) "gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building excluding any area used solely for rooftop fixed mechanical plant and/or basement car parking;
- (d) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No. 12292
- (e) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (f) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (g) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (h) "unit" means the 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;
- (i) words in the singular include the plural and vice versa;
- (j) words importing one gender include the other genders;

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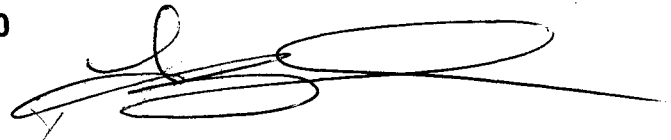
- (k) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the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

Dated this Twenty fourth day of July 2020.



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

LESSEE: 4/49M PTY LTD ACN 150 440 930



Nikola Bulum
4/49M Pty Limited
ACN: 150 440 930
Director



LEASE CONVEYANCING ENQUIRY

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

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

Unit	72	Block	4	Section	49	Suburb	MACQUARIE
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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="text" value="N/A"/>	()	()
Certificate Number:		Dated:

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

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

Applicant's Name : Bedfords Legal
 E-mail Address : deanna@bedfordslegal.com.au
 Client Reference : 131299 Smith

Date: 29-MAY-26 16:09:53



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

29-MAY-2026 16:09

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 6

INFORMATION ABOUT THE PROPERTY

MACQUARIE Section 49/Block 4/Unit 72

Building Class: A

Area(m2): 3,759.4

Unimproved Value: \$5,250,000

Year: 2025

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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



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

29-MAY-2026 16:09

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

Page 2 of 6

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA201630087 **Lodged** 07-SEP-16 **Type** See Subclass

-- Application Details -----

Description

AMENDMENT TO APPROVED DA201630087. Amendment to the development application for proposal for 4 and 5 storey multi unit residential development - the amendment is to replace green wall, material changes to façade, planter box/bridge element reconfigured, letterbox/entry reconfigured, services access reconfigured.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Macquarie	49	4-4	

-- Involved Parties -----

Role	Name
Lessee	4/49m Pty Ltd
Applicant	Nathan Gibson Judd Architect P
Representor	Helen Portsmouth
Representor	Jillian Robertson
Representor	Karyn Bell
Representor	Ian & Joyce Mcarthur
Representor	Philip Oldfield
Representor	Jennifer Robertson
Representor	Peter Kabaila
Representor	Searle, Michael

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



STATUTORY PLANNING
 DEVELOPMENT SOLUTIONS BRANCH
 480 Northbourne Avenue
 DICKSON ACT 2601

29-MAY-2026 16:09

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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Application DA200502070 **Lodged** 09-JUN-05 **Type** Lease Variation

-- Application Details -----

Description

Lease Variation - To vary the Crown lease to permit a maximum of 36 residential units.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Macquarie	49	4-4	

-- Involved Parties -----

Role	Name
Applicant	Mccann Property & Planning
Lessee	Jacaranda Educational Properti

-- Activities -----

Activity Name	Status
Da - Public Notification	Refused
Da - Reconsideration	Refused
Aat - Appeal	Appeal - Consent Dec

Application DA200404855 **Lodged** 03-DEC-04 **Type** Non-residential

-- Application Details -----

Description

COMMERCIAL-Minor demolition of rear of existing building. Extension to the rear/internal fitout throughout. New service road from Bowman Street.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Macquarie	49	4-4	

-- Involved Parties -----

Role	Name
Applicant	Dowse Norwood Architects

-- Activities -----

Activity Name	Status
Da - Public Notification	Approval Conditional



STATUTORY PLANNING
 DEVELOPMENT SOLUTIONS BRANCH
 480 Northbourne Avenue
 DICKSON ACT 2601

29-MAY-2026 16:09

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 4 of 6

Application DA200404280 **Lodged** 15-NOV-04 **Type** Lease Variation

-- Application Details -----

Description

To delete the existing purpose clause and replace with the following:(i) Club; (ii) Commercial Accommodation Unit; (iii) guest house, (iv) hotel, (v) Motel (vi) Tourist Resort; (vii) Child Care Centre; (viii) Community Activity Centre; (ix) Community theatre; (x) Cultural facility; (xi) Educational establishment; (xii) Health facility; (xiii) Hospital; (xiv) Place of worship; (xv) Religious associated use; (xvi) Craft workshop; (xvii) Drink establishment; (xviii) Indoor entertainment facility; (xix) Indoor recreation facility; (xx) Light industry; (xxi) Business agency; (xxii) Financial establishment; (xxiii) Office; (xxiv) Public agency; (xxv) Place of assembly; (xxvi) Residential, to allow for a maximum of 36 residential units; (xxvii) Restaurant; (xxviii) Shop.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Macquarie	49	4-4	

-- Involved Parties -----

Role	Name
Applicant	Mccann Property & Planning
Comment	J.S Ford

-- Activities -----

Activity Name	Status
Da - Public Notification	Approval Conditional

Application DA20000825 **Lodged** 01-FEB-00 **Type** Non-residential

-- Application Details -----

Description

Construction of a double storey club building. Erection of new signs for club.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Macquarie	49	4-4	

-- Involved Parties -----

Role	Name
Applicant	Penleigh Boyd Partnership
Contact	Boyd
Lessee	Canberra Mandarin Club Inc

-- Activities -----

Activity Name	Status
Da - Public Notification (Dap)	Approval Conditional



STATUTORY PLANNING
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PLANNING AND LEASE MANAGER (PaLM)
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Application DA990850 **Lodged** 25-FEB-99 **Type** Non-residential

-- Application Details -----

Description

Demolish remnants of former Finnish - Australian club

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Macquarie	49	4-4	

-- Involved Parties -----

Role	Name
Contact	Kluken
Applicant	G E Shaw And Associates Pty Ld
Lessee	Canberra Mandarin Club Inc

-- Activities -----

Activity Name	Status
Da - With Dap. (Level 2)	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>

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

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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



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DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
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29-MAY-2026 16:09

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 6 of 6

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 ----



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	72	Block	4	Section	49	Suburb	MACQUARIE
-------------	-----------	--------------	----------	----------------	-----------	---------------	------------------

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) N/A	()	()
Certificate Number:		Dated:

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

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

Applicant's Name : Bedfords Legal
 E-mail Address : deanna@bedfordslegal.com.au
 Client Reference : 131299 Smith

Date: 29-MAY-26 16:09:53



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

29-MAY-2026 16:09

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 6

INFORMATION ABOUT THE PROPERTY

MACQUARIE Section 49/Block 4/Unit 72

Building Class: A

Area(m2): 3,759.4

Unimproved Value: \$5,250,000

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.



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Page 2 of 6

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA201630087 **Lodged** 07-SEP-16 **Type** See Subclass

-- Application Details -----

Description

AMENDMENT TO APPROVED DA201630087. Amendment to the development application for proposal for 4 and 5 storey multi unit residential development - the amendment is to replace green wall, material changes to façade, planter box/bridge element reconfigured, letterbox/entry reconfigured, services access reconfigured.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Macquarie	49	4-4	

-- Involved Parties -----

Role	Name
Lessee	4/49m Pty Ltd
Applicant	Nathan Gibson Judd Architect P
Representor	Helen Portsmouth
Representor	Jillian Robertson
Representor	Karyn Bell
Representor	Ian & Joyce Mcarthur
Representor	Philip Oldfield
Representor	Jennifer Robertson
Representor	Peter Kabaila
Representor	Searle, Michael

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



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

Page 3 of 6

Application DA200502070 **Lodged** 09-JUN-05 **Type** Lease Variation

-- Application Details -----

Description

Lease Variation - To vary the Crown lease to permit a maximum of 36 residential units.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Macquarie	49	4-4	

-- Involved Parties -----

Role	Name
Applicant	Mccann Property & Planning
Lessee	Jacaranda Educational Properti

-- Activities -----

Activity Name	Status
Da - Public Notification	Refused
Da - Reconsideration	Refused
Aat - Appeal	Appeal - Consent Dec

Application DA200404855 **Lodged** 03-DEC-04 **Type** Non-residential

-- Application Details -----

Description

COMMERCIAL-Minor demolition of rear of existing building. Extension to the rear/internal fitout throughout. New service road from Bowman Street.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Macquarie	49	4-4	

-- Involved Parties -----

Role	Name
Applicant	Dowse Norwood Architects

-- Activities -----

Activity Name	Status
Da - Public Notification	Approval Conditional



STATUTORY PLANNING
 DEVELOPMENT SOLUTIONS BRANCH
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PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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Application DA200404280 **Lodged** 15-NOV-04 **Type** Lease Variation

-- Application Details -----

Description

To delete the existing purpose clause and replace with the following:(i) Club; (ii) Commercial Accommodation Unit; (iii) guest house, (iv) hotel, (v) Motel (vi) Tourist Resort; (vii) Child Care Centre; (viii) Community Activity Centre; (ix) Community theatre; (x) Cultural facility; (xi) Educational establishment; (xii) Health facility; (xiii) Hospital; (xiv) Place of worship; (xv) Religious associated use; (xvi) Craft workshop; (xvii) Drink establishment; (xviii) Indoor entertainment facility; (xix) Indoor recreation facility; (xx) Light industry; (xxi) Business agency; (xxii) Financial establishment; (xxiii) Office; (xxiv) Public agency; (xxv) Place of assembly; (xxvi) Residential, to allow for a maximum of 36 residential units; (xxvii) Restaurant; (xxviii) Shop.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Macquarie	49	4-4	

-- Involved Parties -----

Role	Name
Applicant	Mccann Property & Planning
Comment	J.S Ford

-- Activities -----

Activity Name	Status
Da - Public Notification	Approval Conditional

Application DA20000825 **Lodged** 01-FEB-00 **Type** Non-residential

-- Application Details -----

Description

Construction of a double storey club building. Erection of new signs for club.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Macquarie	49	4-4	

-- Involved Parties -----

Role	Name
Applicant	Penleigh Boyd Partnership
Contact	Boyd
Lessee	Canberra Mandarin Club Inc

-- Activities -----

Activity Name	Status
Da - Public Notification (Dap)	Approval Conditional



STATUTORY PLANNING
 DEVELOPMENT SOLUTIONS BRANCH
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29-MAY-2026 16:09

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 5 of 6

Application DA990850 **Lodged** 25-FEB-99 **Type** Non-residential

-- Application Details -----

Description

Demolish remnants of former Finnish - Australian club

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Macquarie	49	4-4	

-- Involved Parties -----

Role	Name
Contact	Kluken
Applicant	G E Shaw And Associates Pty Ld
Lessee	Canberra Mandarin Club Inc

-- Activities -----

Activity Name	Status
Da - With Dap. (Level 2)	Approval Conditional

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

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

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
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DICKSON ACT 2601

29-MAY-2026 16:09

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 6 of 6

ASBESTOS SEARCH

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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
under section 119(1) of the *Unit Titles Management Act 2011 (ACT)*
for particulars of Unit 72 of the Corporation of the Owners - Units Plan No.12292

A. Corporate Register details

<i>Unit No</i>	<i>Address</i>	<i>Unit Entitlement</i>	<i>Owner Name</i>	<i>Owners' Correspondence Address</i>
72	72/15 Bowman St Macquarie ACT 2614	131/10,000	John Smith	72/15 Bowman St Macquarie ACT 2614

B. Name and contact details of the members of the Corporation's Executive Committee

<i>Name</i>	<i>Position</i>	<i>Correspondence Address</i>
Mr Keith Huggan	Chair	C/- PO Box 26, Belconnen ACT 2616
Mr Harrison Enright	Member	C/- PO Box 26, Belconnen ACT 2616
Mr Donald James	Member	C/- PO Box 26, Belconnen ACT 2616
Ms Adria Schoenberg	Member	C/- PO Box 26, Belconnen ACT 2616
Ms Anne Southwell	Member	C/- PO Box 26, Belconnen ACT 2616

C. Name and contact details of the Corporation's Managing Agent

Manager: Capital Strata Management Services
Address: PO Box 26, Belconnen ACT 2616
Ph: 02 6258 5979
Email: mail@capitalstrata.com.au

D. Place where the Corporation's records can be inspected

Contact: Contact the Managing Agent via the details above.

E. Insurances held by the Corporation

Product: Residential Strata Insurance
Insurer: Longitude Insurance Pty Ltd on behalf of the insurer
Chubb Insurance Australia Ltd
Policy No.: LNG-STR-20172426
Period of Insurance: 12 June 2025 to 12 June 2026
Liability covered:

<i>Item</i>	<i>Amount</i>
Building	31,854,060
• Common contents	318,541
Voluntary workers accidental death & disablement	Insured
• Weekly benefits	Insured
Office bearers' liability	1,000,000
Fidelity guarantee	100,000
Public liability	50,000,000
Taxation and audit costs	30,000
Workplace health and safety breaches	150,000
Legal defence expenses	50,000

A copy of the insurance certificate of currency is attached to the certificate.

F. Particulars of the Corporation's general fund and sinking fund

Corporation's financial year: 1 August to 31 July
Amount owing by unit 72 at date of certificate: Nil
Date unit 72 contributions paid to: 31 July 2026

The GST inclusive contributions due from unit 72 during UP12292's 2025-26 financial year, are:

<i>Period</i>	<i>General (Administrative) Fund Contribution</i>	<i>Sinking Fund Contribution</i>	<i>Total Contribution</i>	<i>Date Contribution Due</i>	<i>Date Paid</i>
1/8/25-31/10/25	\$681.59	\$465.00	\$1,146.59	1/10/25	16/9/25
1/11/25-31/1/26	\$681.59	\$465.00	\$1,146.59	1/12/25	1/12/25
1/2/26-30/4/26	\$681.59	\$465.00	\$1,146.59	1/3/26	13/2/26
1/5/26-31/7/26	\$681.59	\$465.00	\$1,146.59	1/6/26	7/5/26

The balance of the Corporation's General (Administrative) Fund at the date of the certificate is: \$159,285.34.

The balance of the Corporation's Sinking Fund at the date of the certificate is: \$143,335.66.

G. Service contractor summary

The Corporation has the following ongoing service contracts:

- Elevator maintenance servicing by New Lift Co for \$3,147.38 per quarter.
- Elevator communication and phone lines by Lift Connect for \$1,980 per annum.
- Common property cleaning by ALMGM for \$5,338.66 per month.
- Common property gardening by ALMGM for \$1,334.66 per month.
- Fire protection equipment servicing and alarm monitoring by FS Solutions for \$2,756.68 per quarter.

H. Other

- The Corporation has not established a special purpose fund.
- The developer control period has expired.
- There is no common property pool or spa.
- The Corporation has not installed sustainability infrastructure.
- There is no current insurance valuation.
- The Corporation has not applied to the Planning & Land Authority for an extension of the Crown lease.
- The Corporation is not aware that it is subject to ongoing Development Approval conditions.
- A copy of the Corporation's Sinking Fund plan to 31 July 2036 is attached to the certificate.

I. Minutes of meeting

Copies of the last two years of minutes of meeting of the Corporation are attached to this certificate.

J. Embedded networks

The Corporation has no information regarding an embedded network for the supply of electricity to the unit.

K. Other utility services

The Corporation has no information on any restriction on the choice of service providers for other utility services, if any, to the unit.

L. On settlement

On settlement of sale of the unit, proceeds for levies are to be deposited to:

Account Name: The Owners – Units Plan No.12292 Administrative Fund

BSB: 062-900 (Commonwealth Bank)

Account No: 1122 4331

Reference No: 12292072

The Common Seal of the Corporation of The Owners – Units Plan No.12292 was affixed on 2 June 2026.





Issue date: 12 June 2025

Certificate of Insurance

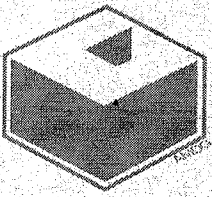
This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown in the Period of Insurance below and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the "Insurance Contracts Act, 1984".

INSURED:	The Owners of Unit Plan 12292	
INTERESTED PARTY(S):	Name	Classification
DESCRIPTION OF INSURED BUSINESS:	Residential Strata	
SITUATION OF RISK:	15 BOWMAN STREET, MACQUARIE, ACT 2614	
SECTION 1:	<u>Property - Physical Loss, Destruction or Damage</u> Buildings - \$31,854,060.00 Common Contents - \$318,541.00	
SECTION 2:	<u>Voluntary Workers Personal Accident</u> Accidental Death & Disablement - Insured Weekly Benefits - Insured	
SECTION 3:	<u>Office Bearers' Liability</u> Limit of Indemnity - \$1,000,000.00 in the aggregate Period of Insurance	
SECTION 4:	<u>Fidelity Guarantee</u> Limit - \$100,000.00 in the aggregate Period of Insurance	
SECTION 6:	<u>Public Liability</u> Limit of Indemnity - \$50,000,000.00 each and every Occurrence	
SECTION 7:	<u>Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses</u> (a) Taxation and Audit Costs Limit of Indemnity - \$30,000 in the aggregate Period of Insurance (b) Workplace Health and Safety Breaches Limit of Indemnity - \$150,000 in the aggregate Period of Insurance (c) Legal Defence Expenses Limit of Indemnity - \$50,000 in the aggregate Period of Insurance	
POLICY NUMBER:	LNG-STR-20172426	
PERIOD OF INSURANCE:	12 June 2025 expiring on 12 June 2026 at 4pm Local Standard Time	
INSURER:	Chubb Insurance Australia Limited	

This certificate has been arranged by Us in our capacity as agents for the insurer/s named above. It does not reflect in detail the policy terms or conditions and merely provides a very brief summary of the insurance that is in existence at the date we have issued this certificate. If you wish to review the details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy wording, schedule and any other associated policy document.

DISCLAIMER - In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy or in accordance with the terms of the Insurance Contracts Act 1984. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration or cancellation to the policy of insurance.

This policy is issued by Longitude Insurance Pty Ltd (ABN 86 152 337 267) as an Authorised Representative (AR 424867) of Austagencies Pty Ltd (ABN 76 006 09 464) (Austagencies). Austagencies have binding authority from Chubb Insurance Australia Limited (ABN 23 001 642 020, AFSL 239687).



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T 02 6258 5979

E mail@capitalstrata.com.au
 W www.capitalstrata.com.au
 PO Box 26 Belconnen ACT 2616

Issued for and on behalf of The Owners – Units Plan No.12292 by the Units Plan No.12292 Owners Corporation Managing Agent

The Owners – Units Plan No.12292

Tax Invoice & Receipt

ABN 13 324 562 952

Bedfords Legal
 By email: helen@bedfordslegal.com.au

Invoice No.: 11912292072
 Issue date: 2 June 2026

Your ref:

Date	Item	Price	GST	Sub-Total
2.6.26	Unit 72, Units Plan No.12292, Block 4, Section 49, Macquarie, Unit Title Sale Certificate under section 119 of the <i>Unit Titles (Management) Act 2011</i> and associated documents	310.91	31.09	342.00
Invoice Total				\$342.00
GST Amount				\$31.09
Payment Due				\$342.00
Date Paid				28 May 2026
Balance Due				\$0.00

Sinking Fund Plan

Banksii

15 Bowman St , Macquarie, ACT 2614

Scheme Number: 12292



COMPILED BY SIMON VINCENT

**On 21 May 2021 for the
15 Years Commencing: 1 August 2021
QIA Job Reference Number: 163380**

Professional Indemnity Insurance Policy Number 96 0968886 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

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INTRODUCTION

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

LOCATION

15 Bowman St , Macquarie, ACT 2614

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:	\$0.00
Number of Lot/Unit Entitlements:	10000
Opening Balance:	\$0.00
The proposed Sinking Fund Levy per entitlement is:	\$3.15

METHODOLOGY

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

The report will generally categorise costs as follows:

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

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

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

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

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

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

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

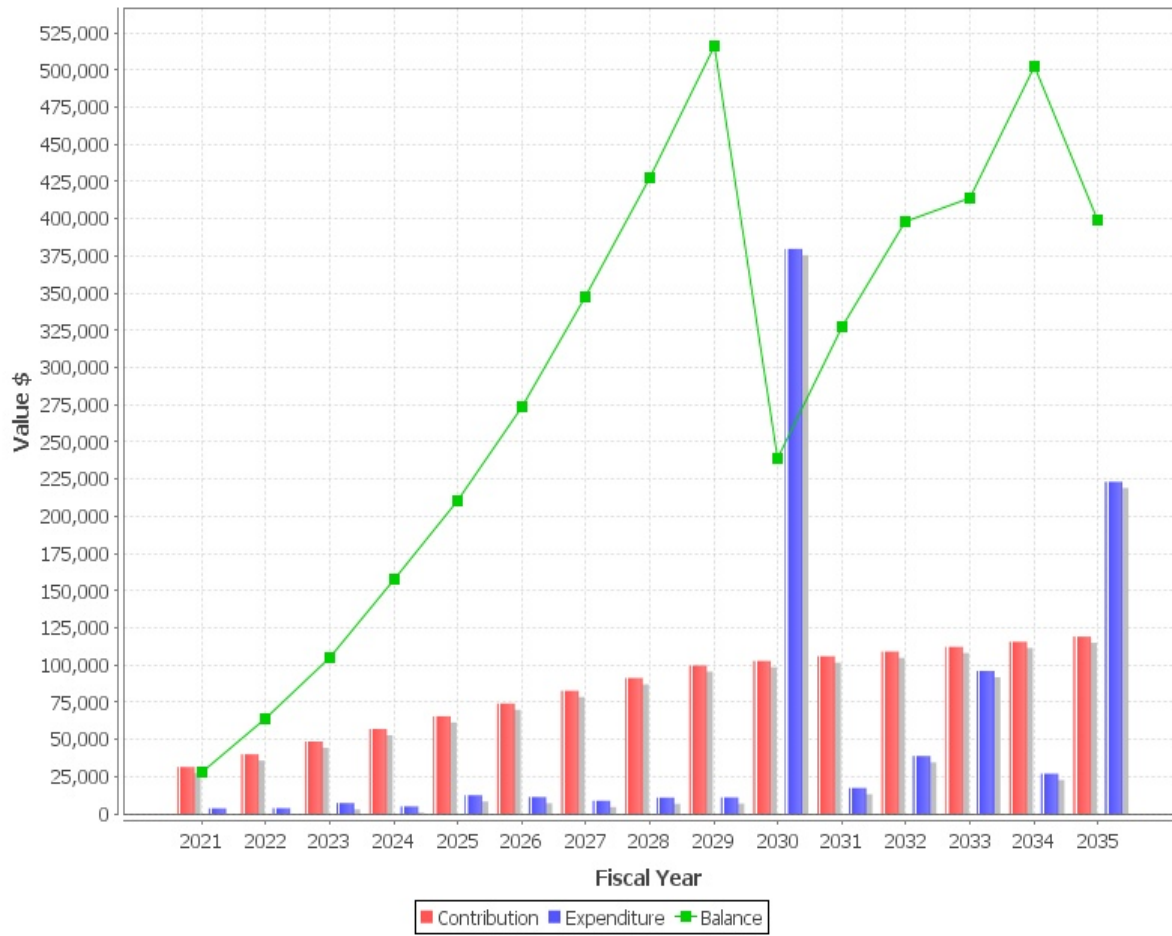
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

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

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/08/2021	\$0	\$31,500	\$3.15	\$3,750	\$27,750
2	01/08/2022	\$27,750	\$40,037	\$4.00	\$3,863	\$63,924
3	01/08/2023	\$63,924	\$48,574	\$4.86	\$7,254	\$105,244
4	01/08/2024	\$105,244	\$57,111	\$5.71	\$5,027	\$157,328
5	01/08/2025	\$157,328	\$65,648	\$6.56	\$12,568	\$210,408
6	01/08/2026	\$210,408	\$74,185	\$7.42	\$11,342	\$273,251
7	01/08/2027	\$273,251	\$82,722	\$8.27	\$8,802	\$347,172
8	01/08/2028	\$347,172	\$91,259	\$9.13	\$11,008	\$427,422
9	01/08/2029	\$427,422	\$99,796	\$9.98	\$11,139	\$516,079
10	01/08/2030	\$516,079	\$102,790	\$10.28	\$379,718	\$239,151
11	01/08/2031	\$239,151	\$105,874	\$10.59	\$17,463	\$327,561
12	01/08/2032	\$327,561	\$109,050	\$10.90	\$38,837	\$397,774
13	01/08/2033	\$397,774	\$112,321	\$11.23	\$96,025	\$414,071
14	01/08/2034	\$414,071	\$115,691	\$11.57	\$26,992	\$502,770
15	01/08/2035	\$502,770	\$119,162	\$11.92	\$223,207	\$398,725

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

August 2021		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$3,750
<u>Total Forecast Expenditure for year - August 2021 (Inc GST):</u>		<u>\$3,750</u>
Includes GST amount of :		\$341
August 2022		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$3,863
<u>Total Forecast Expenditure for year - August 2022 (Inc GST):</u>		<u>\$3,863</u>
Includes GST amount of :		\$351
August 2023		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$3,979
LANDSCAPING		
- Provision to maintain irrigation pipework/fixings		\$481
FIRE PROTECTION SYSTEMS		
- Install/Replace sensors/exit signage/emergency lighting		\$2,795
<u>Total Forecast Expenditure for year - August 2023 (Inc GST):</u>		<u>\$7,254</u>
Includes GST amount of :		\$659
August 2024		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$4,098
FURNITURE & FITTINGS		
- Provision to upgrade swipe/card readers		\$929

Total Forecast Expenditure for year - August 2024 (Inc GST): \$5,027

Includes GST amount of : \$457

August 2025 Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General \$4,221

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting \$888

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers \$7,460

Total Forecast Expenditure for year - August 2025 (Inc GST): \$12,568

Includes GST amount of : \$1,143

August 2026 Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General \$4,348

LANDSCAPING

- Provision to maintain irrigation pipework/fixings \$525

- Provision to replace irrigation pump/controller \$1,970

FIRE PROTECTION SYSTEMS

- Install/Replace sensors/exit signage/emergency lighting \$3,054

PLANT & EQUIPMENT

- Replace hot water system circulating pumps in 6 years \$1,445

Total Forecast Expenditure for year - August 2026 (Inc GST): \$11,342

Includes GST amount of : \$1,031

August 2027		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$4,478
BASEMENT		
- Replace garage door motor in 7 years		\$3,382
FURNITURE & FITTINGS		
- Ongoing partial replacement of exterior lighting		\$942
<u>Total Forecast Expenditure for year - August 2027 (Inc GST):</u>		<u>\$8,802</u>
Includes GST amount of :		\$800
August 2028		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$4,612
BASEMENT		
- Repaint line marking		\$3,679
FURNITURE & FITTINGS		
- Provision to upgrade swipe/card readers		\$1,045
PLANT & EQUIPMENT		
- Replace hot water system supply pump in 8 years		\$1,672
<u>Total Forecast Expenditure for year - August 2028 (Inc GST):</u>		<u>\$11,008</u>
Includes GST amount of :		\$1,001
August 2029		Expense Inc GST
SUPERSTRUCTURE		
- Provision to replace balustrade/handrail fixings		\$1,478
- Capital Replacement - General		\$4,751

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting \$999

LANDSCAPING

- Provision to maintain irrigation pipework/fixings \$574

FIRE PROTECTION SYSTEMS

- Install/Replace sensors/exit signage/emergency lighting \$3,337

Total Forecast Expenditure for year - August 2029 (Inc GST): \$11,139

Includes GST amount of : \$1,013

August 2030

Expense
Inc GST

SUPERSTRUCTURE

- Repaint building \$206,224

- Repaint balcony ceilings \$40,210

- Scaffold/access equip allowance \$81,307

- Repaint door face \$24,392

- Repaint handrails \$4,435

- Capital Replacement - General \$4,893

BASEMENT

- Repaint walls/bollards \$2,957

- Repaint door face \$2,070

FURNITURE & FITTINGS

- Provision to replace door closers \$1,035

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers \$8,648

ROOF

- Repaint recreation structure ceiling \$3,548

Total Forecast Expenditure for year - August 2030 (Inc GST): \$379,718

Includes GST amount of : \$34,520

August 2031	Expense Inc GST
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SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings \$1,568
- Capital Replacement - General \$5,040

EXTERNAL WORKS

- Ongoing partial maintenance of tiled walkways \$3,464

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting \$1,060

PLANT & EQUIPMENT

- Provision to replace instant hot water heaters \$6,331

Total Forecast Expenditure for year - August 2031 (Inc GST): \$17,463

Includes GST amount of : \$1,588

August 2032	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General \$5,191

BASEMENT

- Replace stormwater pumps in 12 years \$6,273

EXTERNAL WORKS

- Maintain common pipework \$2,823

FURNITURE & FITTINGS

- Maintain signage \$1,568
- Provision to upgrade swipe/card readers \$1,176

LANDSCAPING

- Provision to maintain irrigation pipework/fixings \$627
- Provision to replace irrigation pump/controller \$2,353

FIRE PROTECTION SYSTEMS

- Install/Replace sensors/exit signage/emergency lighting	\$3,646
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ROOF

- Provision to replace down pipes in 30 years (partial accrual)	\$6,932
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PLANT & EQUIPMENT

- Replace hot water system circulating pumps in 6 years	\$1,725
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- Provision to replace instant hot water heaters	\$6,521
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<u>Total Forecast Expenditure for year - August 2032 (Inc GST):</u>	<u>\$38,837</u>
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Includes GST amount of :	\$3,531
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August 2033

Expense
Inc GST

SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings	\$1,664
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- Capital Replacement - General	\$5,347
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FENCING

- Provision to replace timber fencing in 22 years (partial accrual)	\$2,181
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$1,124
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- Provision to upgrade intercom systems & associated equipment	\$48,462
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ROOF

- Maintain metal roof fixings/flashings	\$16,154
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- Provision for partial rooftop membrane replacement	\$10,338
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PLANT & EQUIPMENT

- Replace hot water system tank in 13 years	\$4,038
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- Provision to replace instant hot water heaters	\$6,717
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<u>Total Forecast Expenditure for year - August 2033 (Inc GST):</u>	<u>\$96,025</u>
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Includes GST amount of : \$8,730

August 2034	Expense Inc GST
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SUPERSTRUCTURE

- Provision to replace external door/frame \$5,990
- Capital Replacement - General \$5,507

BASEMENT

- Replace garage door motor in 7 years \$4,160

DRIVEWAY

- Maintain driveway 5% of total \$4,804

EXTERNAL WORKS

- Ongoing partial maintenance of concrete walkways \$2,745
- Ongoing partial maintenance of tiled walkways \$3,785

Total Forecast Expenditure for year - August 2034 (Inc GST): \$26,992

Includes GST amount of : \$2,454

August 2035	Expense Inc GST
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SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings \$1,765
- Replace planter box membrane in 15 years \$34,961
- Capital Replacement - General \$5,673

BASEMENT

- Provision to replace exhaust/supply fans \$17,138
- Provision for CO monitor replacement \$2,828
- Maintain ventilation ducting \$1,080
- Maintain/repair main garage door running gear \$2,262

FENCING

- Provision to replace colorbond/slat fencing in 35 years (partial accrual)	\$6,032
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- Provision to replace powder coated baluster fencing in 27 years (partial accrual)	\$3,342
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FURNITURE & FITTINGS

- Maintain signage	\$1,714
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- Ongoing partial replacement of exterior lighting	\$1,193
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LANDSCAPING

- Provision to maintain irrigation pipework/fixings	\$686
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FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$10,026
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- Install/Replace sensors/exit signage/emergency lighting	\$3,985
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ROOF

- Provision to replace guttering in 30 years (partial accrual)	\$6,105
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PLANT & EQUIPMENT

- Provision for mechanical upgrade of lifts in 25 years (partial accrual)	\$124,419
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<u>Total Forecast Expenditure for year - August 2035 (Inc GST):</u>	<u>\$223,207</u>
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Includes GST amount of :	\$20,292
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ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
SUPERSTRUCTURE																		
- Repaint building	\$139,500	2030	10										206224					
- Repaint balcony ceilings	\$27,200	2030	10										40210					
- Scaffold/access equip allowance	\$55,000	2030	10										81307					
- Repaint door face	\$16,500	2030	10										24392					
- Provision to replace external door/frame	\$3,600	2034	2														5990	
- Provision to replace balustrade/handrail fixings	\$1,030	2029	2									1478		1568		1664		1765
- Repaint handrails	\$3,000	2030	10										4435					
- Replace planter box membrane in 15 years	\$20,400	2035	15															34961
- Capital Replacement - General	\$3,310	2021	0	3750	3863	3979	4098	4221	4348	4478	4612	4751	4893	5040	5191	5347	5507	5673
BASEMENT																		
- Provision to replace exhaust/supply fans	\$10,000	2035	15															17138
- Repaint line marking	\$2,640	2028	8								3679							
- Provision for CO monitor replacement	\$1,650	2035	15															2828
- Repaint walls/bollards	\$2,000	2030	10										2957					
- Maintain ventilation ducting	\$630	2035	3															1080
- Repaint door face	\$1,400	2030	10										2070					
- Maintain/repair main garage door running gear	\$1,320	2035	15															2262
- Replace garage door motor in 7 years	\$2,500	2027	7							3382							4160	
- Replace stormwater pumps in 12 years	\$4,000	2032	12												6273			

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
DRIVEWAY																		
- Maintain driveway 5% of total	\$2,888	2034	4														4804	
EXTERNAL WORKS																		
- Maintain common pipework	\$1,800	2032	7												2823			
- Ongoing partial maintenance of concrete walkways	\$1,650	2034	4														2745	
- Ongoing partial maintenance of tiled walkways	\$2,275	2031	3											3464			3785	
FENCING																		
- Provision to replace colorbond/slat fencing in 35 years (partial accrual)	\$3,520	2035	5															6032
- Provision to replace powder coated baluster fencing in 27 years (partial accrual)	\$1,950	2035	4															3342
- Provision to replace timber fencing in 22 years (partial accrual)	\$1,350	2033	3													2181		
FURNITURE & FITTINGS																		
- Maintain signage	\$1,000	2032	3												1568			1714
- Ongoing partial replacement of exterior lighting	\$696	2025	2					888		942		999		1060		1124		1193
- Provision to upgrade swipe/card readers	\$750	2024	4				929				1045				1176			
- Provision to upgrade intercom systems & associated equipment	\$30,000	2033	13													48462		
- Provision to replace door closers	\$700	2030	10										1035					
LANDSCAPING																		
- Provision to maintain irrigation pipework/fixings	\$400	2023	3			481			525			574			627			686
- Provision to replace irrigation pump/controller	\$1,500	2026	6						1970						2353			

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
FIRE PROTECTION SYSTEMS																		
- Provision to replace portable fire extinguishers	\$5,850	2025	5					7460					8648					10026
- Install/Replace sensors/exit signage/emergency lighting	\$2,325	2023	3			2795			3054			3337			3646			3985
ROOF																		
- Provision to replace guttering in 30 years (partial accrual)	\$3,562	2035	5															6105
- Maintain metal roof fixings/flashings	\$10,000	2033	5													16154		
- Provision to replace down pipes in 30 years (partial accrual)	\$4,420	2032	4												6932			
- Provision for partial rooftop membrane replacement	\$6,400	2033	3													10338		
- Repaint recreation structure ceiling	\$2,400	2030	10										3548					
PLANT & EQUIPMENT																		
- Provision for mechanical upgrade of lifts in 25 years (partial accrual)	\$72,600	2035	5															124419
- Replace hot water system tank in 13 years	\$2,500	2033	13													4038		
- Replace hot water system supply pump in 8 years	\$1,200	2028	8								1672							
- Replace hot water system circulating pumps in 6 years	\$1,100	2026	6						1445						1725			
- Provision to replace instant hot water heaters	\$4,158	2031	11											6331	6521	6717		
Total				3750	3863	7254	5027	12568	11342	8802	11008	11139	379718	17463	38837	96025	26992	223207
Includes GST amount of				341	351	659	457	1143	1031	800	1001	1013	34520	1588	3531	8730	2454	20292

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
SUPERSTRUCTURE																		
- Repaint building	\$139,500	2030	10	17989	36518	55602	75259	95506	116360	137840	159964	182752	206224	24176	49077	74725	101142	128352
- Repaint balcony ceilings	\$27,200	2030	10	3508	7120	10841	14674	18622	22688	26876	31190	35633	40210	4714	9569	14570	19721	25026
- Scaffold/access equip allowance	\$55,000	2030	10	7092	14398	21922	29672	37655	45877	54346	63068	72053	81307	9532	19349	29461	39877	50605
- Repaint door face	\$16,500	2030	10	2128	4319	6577	8902	11296	13763	16304	18920	21616	24392	2859	5805	8838	11963	15181
- Provision to replace external door/frame	\$3,600	2034	2	351	712	1084	1467	1861	2268	2686	3117	3562	4019	4490	4975	5475	5990	3130
- Provision to replace balustrade/handrail fixings	\$1,030	2029	2	145	295	450	609	772	941	1115	1294	1478	772	1568	820	1664	869	1765
- Repaint handrails	\$3,000	2030	10	387	785	1196	1619	2054	2502	2964	3440	3930	4435	520	1055	1607	2175	2760
- Replace planter box membrane in 15 years	\$20,400	2035	15	1880	3816	5810	7864	9980	12159	14403	16715	19096	21549	24075	26677	29357	32118	34961
- Capital Replacement - General	\$3,310	2021	0	3750	3863	3979	4098	4221	4348	4478	4612	4751	4893	5040	5191	5347	5507	5673
BASEMENT																		
- Provision to replace exhaust/supply fans	\$10,000	2035	15	921	1871	2848	3855	4892	5960	7061	8194	9361	10563	11802	13077	14391	15744	17138
- Repaint line marking	\$2,640	2028	8	414	840	1279	1731	2197	2676	3170	3679	524	1064	1620	2192	2782	3390	4015
- Provision for CO monitor replacement	\$1,650	2035	15	152	309	470	636	807	984	1165	1352	1545	1743	1947	2158	2375	2598	2828
- Repaint walls/bollards	\$2,000	2030	10	258	524	797	1079	1369	1668	1976	2294	2620	2957	347	704	1071	1450	1840
- Maintain ventilation ducting	\$630	2035	3	58	118	179	243	308	376	445	516	590	666	744	824	907	992	1080
- Repaint door face	\$1,400	2030	10	181	367	558	755	959	1168	1384	1606	1834	2070	243	492	750	1015	1288
- Replace garage door in 30 years	\$5,000	2050	30	281	570	867	1174	1490	1815	2150	2495	2851	3217	3594	3982	4382	4794	5219
- Maintain/repair main garage door running gear	\$1,320	2035	15	122	247	376	509	646	787	932	1081	1236	1394	1558	1726	1899	2078	2262
- Replace garage door motor in 7 years	\$2,500	2027	7	441	896	1364	1847	2343	2855	3382	543	1102	1678	2271	2882	3512	4160	668

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
- Replace stormwater pumps in 12 years	\$4,000	2032	12	442	897	1366	1849	2347	2859	3387	3930	4490	5067	5661	6273	630	1279	1948
DRIVEWAY																		
- Maintain driveway 5% of total	\$2,888	2034	4	281	571	869	1176	1493	1819	2154	2500	2856	3223	3601	3990	4391	4804	1292
- Replace traffic mirror in 20 years	\$350	2040	20	26	53	80	108	137	167	198	230	263	297	331	367	404	442	481
EXTERNAL WORKS																		
- Replace bin enclosure roller door	\$2,500	2045	25	158	321	488	661	838	1021	1210	1404	1604	1810	2022	2241	2466	2698	2937
- Maintain common pipework	\$1,800	2032	7	199	404	615	832	1056	1287	1524	1769	2021	2280	2548	2823	453	920	1400
- Ongoing partial maintenance of concrete walkways	\$1,650	2034	4	161	326	497	672	853	1039	1231	1429	1632	1842	2058	2280	2509	2745	738
- Ongoing partial maintenance of tiled walkways	\$2,275	2031	3	270	549	836	1132	1436	1749	2072	2405	2748	3101	3464	1225	2486	3785	1338
FENCING																		
- Provision to replace colorbond/slat fencing in 35 years (partial accrual)	\$3,520	2035	5	324	658	1002	1357	1722	2098	2485	2884	3295	3718	4154	4603	5065	5541	6032
- Provision to replace powder coated baluster fencing in 27 years (partial accrual)	\$1,950	2035	4	180	365	555	752	954	1162	1377	1598	1825	2060	2301	2550	2806	3070	3342
- Provision to replace timber fencing in 22 years (partial accrual)	\$1,350	2033	3	140	283	432	584	741	903	1070	1242	1419	1601	1789	1982	2181	771	1565
FURNITURE & FITTINGS																		
- Maintain signage	\$1,000	2032	3	110	224	341	462	587	715	847	982	1122	1267	1415	1568	555	1126	1714
- Replace mail boxes in 27 years	\$15,200	2047	27	912	1852	2820	3817	4843	5901	6990	8112	9268	10458	11684	12947	14248	15588	16968

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
- Ongoing partial replacement of exterior lighting	\$696	2025	2	167	340	517	700	888	464	942	492	999	522	1060	554	1124	588	1193
- Provision to upgrade swipe/card readers	\$750	2024	4	222	451	686	929	250	507	772	1045	281	571	869	1176	316	642	977
- Provision to upgrade intercom systems & associated equipment	\$30,000	2033	13	3103	6299	9591	12982	16474	20071	23777	27593	31524	35572	39743	44038	48462	4557	9250
- Provision to replace door closers	\$700	2030	10	90	183	279	378	479	584	692	803	917	1035	121	246	375	507	644
LANDSCAPING																		
- Provision to maintain irrigation pipework/fixings	\$400	2023	3	156	316	481	170	345	525	186	377	574	203	412	627	222	451	686
- Provision to replace irrigation pump/controller	\$1,500	2026	6	305	618	941	1274	1617	1970	364	738	1124	1522	1931	2353	434	882	1342
FIRE PROTECTION SYSTEMS																		
- Upgrade Fire Panel & associated detection equipment	\$37,500	2037	17	3133	6360	9684	13107	16634	20266	24006	27860	31828	35916	40127	44464	48930	53531	58270
- Provision to replace fire hose reels	\$1,500	2037	17	125	254	387	524	665	811	960	1114	1273	1437	1605	1778	1957	2141	2331
- Provision to replace portable fire extinguishers	\$5,850	2025	5	1405	2852	4343	5879	7460	1629	3307	5035	6815	8648	1888	3834	5837	7901	10026
- Install/Replace sensors/exit signage/emergency lighting	\$2,325	2023	3	904	1836	2795	988	2006	3054	1080	2192	3337	1180	2395	3646	1289	2617	3985
ROOF																		
- Provision to replace guttering in 30 years (partial accrual)	\$3,562	2035	5	328	666	1015	1373	1743	2123	2515	2919	3335	3763	4204	4658	5126	5609	6105
- Maintain metal roof fixings/flashings	\$10,000	2033	5	1034	2100	3197	4327	5491	6690	7926	9198	10508	11857	13248	14679	16154	3527	7160
- Provision to replace down pipes in 30 years (partial accrual)	\$4,420	2032	4	488	992	1510	2043	2593	3159	3743	4343	4962	5599	6256	6932	1865	3786	5764

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
- Provision for partial rooftop membrane replacement	\$6,400	2033	3	662	1344	2046	2769	3514	4282	5072	5886	6725	7588	8478	9394	10338	3655	7419
- Repaint recreation structure ceiling	\$2,400	2030	10	309	628	957	1295	1643	2002	2371	2752	3144	3548	416	844	1286	1740	2208
PLANT & EQUIPMENT																		
- Refurbish lift interiors	\$20,000	2038	18	1600	3247	4944	6692	8492	10347	12257	14224	16250	18337	20487	22701	24982	27331	29750
- Provision for mechanical upgrade of lifts in 25 years (partial accrual)	\$72,600	2035	5	6690	13580	20677	27987	35516	43271	51259	59486	67960	76689	85679	94939	104477	114300	124419
- Replace hot water system tank in 13 years	\$2,500	2033	13	259	525	799	1082	1373	1672	1981	2299	2627	2964	3311	3669	4038	380	771
- Replace hot water system supply pump in 8 years	\$1,200	2028	8	188	382	581	787	998	1216	1441	1672	238	484	736	996	1265	1541	1825
- Replace hot water system circulating pumps in 6 years	\$1,100	2026	6	223	453	690	935	1186	1445	267	541	824	1116	1416	1725	318	646	984
- Provision to replace instant hot water heaters	\$4,158	2031	11	494	1003	1528	2068	2624	3197	3788	4396	5022	5667	6331	6521	6717	863	1751
TOTAL ACCRUALS				61396	124637	186493	252657	313407	377858	447126	516522	588205	294376	365378	424343	430794	508556	397197

* 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.

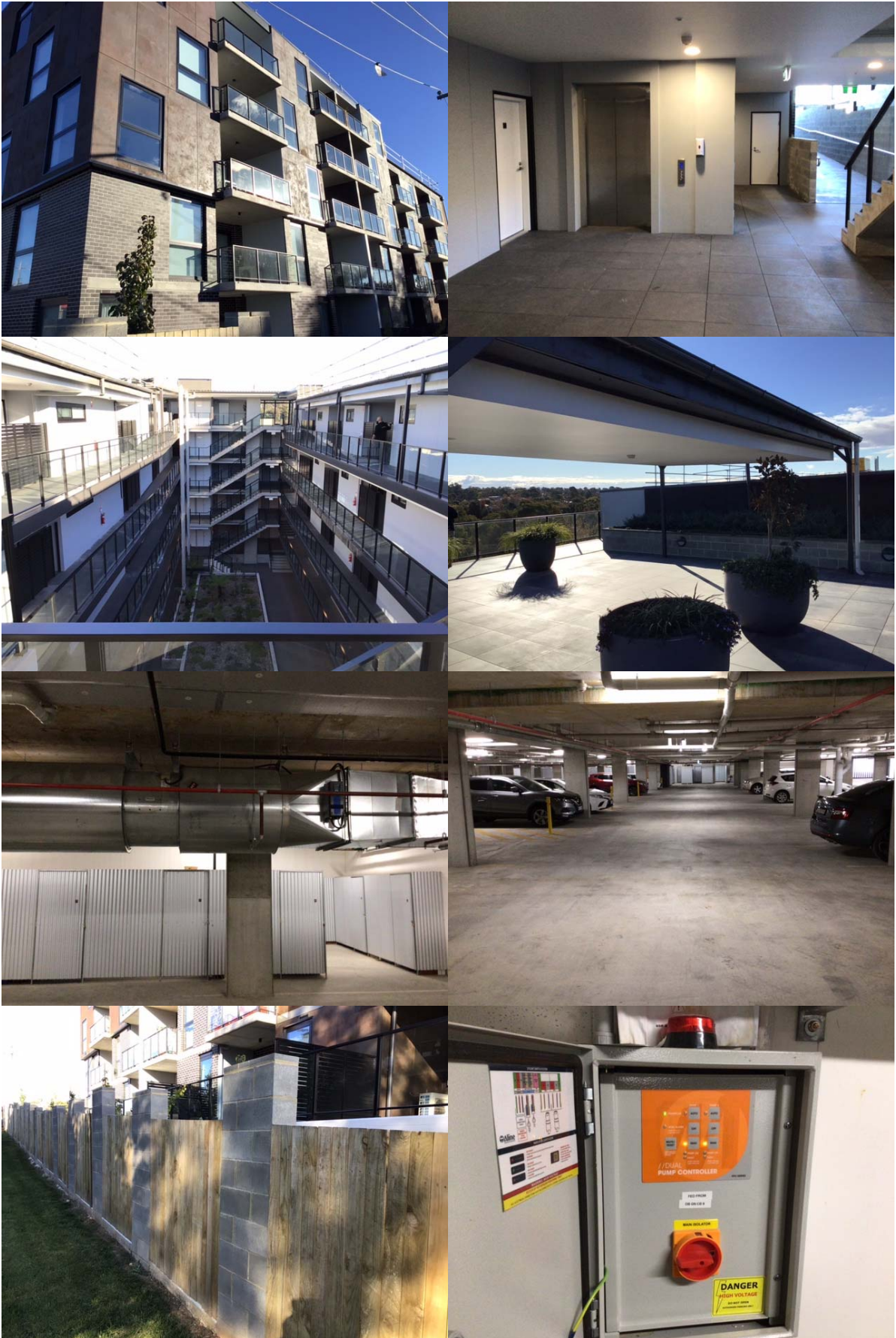
This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report 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.







**THE OWNERS OF UNITS PLAN 12292 – BANKSII
15 BOWMAN STREET, MACQUARIE, ACT.
MINUTES OF INAUGURAL GENERAL MEETING**

DATE: 28TH JULY 2020
TIME: 4:00pm
PLACE: LJ Hooker Strata ACT, 1st Floor, 182 – 200
City Walk, Canberra, ACT.

PRESENT: Nikola Bulum – Representing 4/49M PTY LTD as Trustee for the
4/49M Trust
Mr Tim Maly – Representing LJ Hooker Strata ACT

QUORUM: As all units are owned by 4/49M PTY LTD, a quorum was declared
present for the meeting.

CHAIR: It was **resolved** that Mr Bulum chair the meeting.

The Chair advised the meeting that the development situated at 15 Bowman Street,
Macquarie, ACT, consisting of 75 Class A Units, was registered at the Land Titles
Office as Units Plan 12292 on the 28th July 2020.

This meeting is to resolve and put into effect certain matters required under the
provisions of the Unit Titles (Management) Act 2011.

1. Owners Corporation Manager

Motion 1: That LJ Hooker Strata (ACT) Pty Ltd be appointed Managing Agent
for the Corporation for a period of 2 years from the registration of the Units
Plan, in accordance with performance of its duties and functions and to
exercise its functions pursuant to Division 4.2 of the Unit Titles (Management)
Act 2011 and in accordance with the Management Agreement tabled at this
meeting.

CARRIED

2. Insurance

Motion 2: That the Corporation obtain the following Insurance cover:
CHU Underwriting Agencies Policy Number HU0006047157

INSURED PROPERTY (Building)	\$18,500,000
Loss of Rent/Temp Accommodation (15%)	\$2,775,000
PUBLIC OR LEGAL LIABILITY	\$20,000,000
VOLUNTARY WORKERS	\$200,000/\$2,000
WORKERS COMPENSATION	Not Selected
FIDELITY GUARANTEE	\$100,000
OFFICE BEARER'S LEGAL LIABILITY	Not Selected

MACHINERY BREAKDOWN	Not Selected
CATASTROPHE INSURANCE (Insured Property)	Not Selected
GOVERNMENT AUDIT COSTS	\$25,000
APPEAL EXPENSES	\$100,000
LEGAL DEFENCE EXPENSES	\$50,000
LOT OWNERS IMPROVEMENTS	\$250,000
COMMON AREA CONTENTS	\$110,000
FLOOD	Included
TOTAL Premium	\$16,303.45
Excess: \$500 Standard: \$1,000 Unoccupied	

CARRIED

3. Common Seal

Motion 3: That a common seal be purchased and until the next General Meeting shall only be affixed to certificates given pursuant to Section 119 of the Act.

CARRIED

4. Budget

Motion 4: That the Corporation endorse the following budget for the Administrative Fund for the period 28 July 2020 to 31 July 2021.

General Fund

Accounting Fees	
Cleaner/Caretaker	\$50,000
Gardening	\$6,000
Electricity	\$14,000
Fire Equipment	\$1,500
Insurance Building	\$16,400
Management Fees	\$30,000
Professional Reports	\$1,100
R&M Electrical	\$1,500
R&M Elevators/Lifts	DLP
R&M Garage	\$1,300
R & M Car park Exhaust	DLP
R&M Plumbing	\$2,000
Telephone	\$1,200
Water	\$20,000
Total Administrative Fund	\$145,000

CARRIED

5. Levies

Motion 5: That the Corporation determine a levy equal to the approved General Fund, of which the total is \$145,000.00 for the period 28 July 2020 to 31 July 2021 and to be contributed to in accordance with unit entitlements. Payment to be made in 2 instalments paid in advance and due

on 10th August 2020 and 1st January 2021.

CARRIED

6. Bank Account

Motion 6: *That the Corporation open a Bank Account with Bank of Queensland in the name of "The Owners – Units Plan 12292".*

CARRIED

7. Plans & Certificate

The Chairman advised that the registered Units Plan, any building plans and Certificate of Title for Common Property would be handed to the Managing Agent for safekeeping at the earliest opportunity.

8. Executive Committee

Motion 7: *That all owners form the Executive Committee of the Corporation until the earlier of the next General Meeting or the next Annual General Meeting of members.*

CARRIED

9. General Meeting

It was noted that a General Meeting should be held, if possible, within 90 days of the registration of the Units Plan to elect an Executive Committee and address any issues the owners may wish to raise. This is subject to a majority settlement of Units within that timeframe.

10. Mailing Address

It was noted that the mailing address for the Owners Corporation would be 1st Floor, 182 – 200 City Walk, Canberra City, ACT, 2601.

11. Pets/Animals

Motion 8: *The Owner's Corporation consents to a unit owner keeping up to two (2) small, quiet animals within their unit, subject to the following conditions:*

- (a) The animal(s) must remain within the boundary of the owners unit at all times;*
- (b) The animal(s) must be leashed or caged when on Common Property;*
- (c) The cost of any repairs required as a result of damage caused by an animal is the responsibility of the relevant unit owner; and*
- (d) If at any time an animal causes nuisance to other unit owners, the Owner's Corporation may revoke its consent to the keeping of that animal.*

There being no further business the meeting closed at 5:00pm.

Mr Nikola Bulum – Chair

MINUTES OF ANNUAL GENERAL MEETING

Units Plan No. 12292 Banksii

DATE	Wednesday 15 September 2021
TIME	5:30 PM
LOCATION	via zoom link below.

MINUTES OF ANNUAL GENERAL MEETING

Units Plan No. 12292

DATE & TIME Wednesday 15 September 2021 at 5:30 PM

LOCATION via zoom link as below :

PRESENT :	Amanda Hollingsworth	Unit 1
	Amy Fuller	Unit 3
	Paul and Belinda Gloyne	Unit 15
	Sarah Paterson	Unit 17
	Patrick Burge	Unit 18
	Anne Southwell	Unit 30
	Kithmee Wijeratne	Unit 31
	Simon Wang	Unit 35
	Emily King and Katrina Kummle	Unit 37
	Kristine Hardy	Unit 40
	Lynette Hefferman	Unit 42
	Trent and Ariel Van Zweeden	Unit 43
	Margita Jakovics	Unit 53
	Mary Horsham	Unit 59
	David Smith and Susan Hollard	Unit 60
	Katanchalee Chuaywongyart	Unit 63
	John and Jillian Robertson	Unit 67
	Keith Huggan and Ruth Gallagher	Unit 71
	David Kimmorley	Unit 74
	Trevor Deithe	LJ Hooker Strata
ABSENTEE VOTES	Jodi Morrell	Unit 6
	Georgie Ryan	Unit 20
	Iris and David Potter	Unit 41
	Peter Gallagher	Unit 55
	Julian Wellspring	Unit 58
	All voted yes to all motions.	

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

The meeting commenced at 6.02 PM

Appointment of Chair Keith Huggan was appointed Chair for the meeting

Acceptance of Absentee Votes – accepted

1. MINUTES OF THE GENERAL MEETING

Motion 1: That the minutes of the First General Meeting held 2 February 2021 are accepted.

CARRIED

2. FINANCIAL REPORT

Motion 2: That the financial statements be accepted as presented for the period to 31 July 2021.

*Any questions relating to the financial statements should be directed to our office prior to the meeting.

The financial statements provide the financial position of the Owners Corporation as at the 31 July 2021.

The financial statements comprise the balance sheet, income and expenditure statements, accounts summary and levy positions as at this date.

CARRIED

3. INSURANCE

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

Policy No	HU0006047157
Renewal Date	1 January 2022
BUILDING	\$19,055,000
LOSS OF RENT	\$2,858,250
PUBLIC LIABILITY	\$20,000,000
FIDELITY GURANTEE	\$100,000
OFFICE BEARERS	Selected
VOLUNTARY WORKERS	\$200,000/\$2,000
GOVT AUDIT COSTS	\$25,000
LEGAL EXPENSES	\$50,000
LOT OWNERS IMPROVEMENT	\$250,000
FLOOD	Not selected
COMMON CONTENTS	\$120,000
APPEAL	\$100,000
Excess	\$1,000 on unoccupied units \$ 500 on all other claims

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

The Manager explained the definition of Loss of Rent Cover. If any Owner not present at the meeting requires clarification on any aspect of Insurance they are encouraged to contact the Manager.

Motion 3: That the level of insurance be increased upon renewal to the figure as suggested by the insurer.

CARRIED

4. EXECUTIVE COMMITTEE

Motion 4: That the Owners Corporation create between 3 and 7 Executive Committee positions, and those positions be filled by nominated owners.

CARRIED

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

Amanda Hollingsworth	Unit 1
Anne Southwell	Unit 30
Emily King	Unit 37
Trent Van Zweeden	Unit 43
Keith Huggan	Unit 71
David Kimmorley	Unit 74

5. SINKING FUND

Motion 5 : That the Corporation accept the Sinking Fund Forecast report dated May 2021 conducted by QIA Group and presented to the meeting.

CARRIED

The purpose of the Sinking Fund was explained to the Owners present.

AMENDED Motion 6: That the Corporation determine a levy equal to the proposed Sinking Fund Budget of \$31,500.00 for the period 1 August 2021 to 31 July 2022 and to be contributed in accordance with unit entitlements. Payment to be made 15 September 2021, 1 December 2021, 1 March 2022 and 1 June 2022.

The amended motion adjusts the date of the first instalment. It is noted that there are 28 days after the due date to pay the levy before interest and charges will accrue.

Payment must be made within 28 days of the due date.

If payment is not made within 28 days of the due date, interest charges will accrue and the right to pay by instalments may be forfeited and the whole of the year's levy then outstanding shall become due and payable from the first day of the period in which payment is not made.

CARRIED

6. **ADMINISTRATIVE FUND**

AMENDED Motion 7: That the Corporation determine a levy equal to the proposed Administration Fund Budget of \$172,620.00 for the period 1 August 2021 to 31 July 2022 and to be contributed in accordance with unit entitlements.

Payment to be made 15 September 2021, 1 December 2021, 1 March 2022 and 1 June 2022.

The amended motion adjusts the date of the first instalment. It is noted that there are 28 days to pay the levy before interest and charges will accrue.

Payment must be made within 28 days of the due date.

If payment is not made within 28 days of the due date, interest charges will accrue and the right to pay by instalments may be forfeited and the whole of the year's levy then outstanding shall become due and payable from the first day of the period in which payment is not made.

CARRIED

7. **MAINTENANCE PLAN**

Background and Relevant Legislation: The Owners Corporation is required to maintain the common property. This is to ensure that the complex is maintained, reduces excessive future expenditure, maintains the owners investment and reduces the risk of public liability due to injury.

The Unit Titles (Management) Act 2011 Division 3.3 Section 24 Subsection 2 requires that the Owners Corporation prepare a Maintenance Plan and Subsection 3 states that it must contain matters required by regulation. The sinking fund forecast does not meet this obligation alone.

Motion 8: That the Owners Corporation appoint QIA to prepare an initial maintenance plan in accordance the Unit Titles (Management) Act 2011 for \$1,540.00 including GST).

CARRIED

8. **FIRE SAFETY REVIEW**

Background and Relevant Rules: The Owners Corporation are now required to conduct a Fire Safety Review as per the Emergency's Act 2004 on an annual basis.

Motion 9: The Owners Corporation undertakes a Fire Safety Audit within this financial year.

CARRIED

9. ADEQUACY OF AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

Background: The Owners Corporation believes that appropriate authorities, delegations and appointments are in place. However, it would be prudent for this to be reviewed by the Executive Committee and report back to owners no later than the next Annual General Meeting.

Motion 10: That the Executive Committee review the current authorities, delegations and appointments and report back to owners no later than the next Annual General Meeting on their adequacy or otherwise.

CARRIED

10. BUILDING DEFECTS

Background: The Owners Corporation is not aware of any additional physical building structural defects. Owners are requested to advise the Manager, Executive Committee or report to the Annual General Meeting if they are aware of any structural defects.

11. AUDITS

Schedule 2, Part 2.1, Section 2(1) requires an Executive Committee to arrange for the financials of the Owners Corporation to have an Audit complete if there are more than 100 units within the complex, or the levies equate to more than \$250,000. As UP 12292 does not meet either of these criteria, the Owners Corporation is not required to undertake an Audit.

12. GENERAL BUSINESS

12.1 It is noted that as at the time of the Annual General Meeting there are no open insurance claims for the Owners Corporation.

12.2 It is noted that there are no maintenance contracts due for renewal within next 12 months.

12.3 Front Nature Strip damage and future maintenance
The meeting agreed to leave this item for discussion at the first EC Meeting.

12.4 Rules for UP 12292
The Manager advised that it was best to have a Strata Solicitor compile the Rules for Banksii. This will be referred to Susan Proctor for compilation and then presented to a General Meeting of The Owners Corporation for acceptance.

12.5 Car parking issues
No current issues. The Manager has presented one quote for numbering re painting and will follow up other quotes.

12.6 CCTV installation

The meeting agreed to not pursue any quotes for CCTV installation. More effective Security measures will be investigated by the EC. These could include but not limited to self-closing entrance gates, fobs for lift access from garage to ground floor.

12.7 Balcony Screening issues

The EC will look at a uniform approach to screens installed on all balconies and have this incorporated into the Rules for Banksii.

There being no further business to discuss the Chair closed the meeting at 7.22pm

Keith Huggan
Chair UP 12292 Banksii
15 September 2021

MINUTES OF FIRST GENERAL MEETING

Units Plan No. 12292

DATE Tuesday 2 February 2021

TIME 6:00 PM

LOCATION Zoom Meeting,

MINUTES OF FIRST GENERAL MEETING

Units Plan No. 12292

DATE & TIME Tuesday 2 February 2021, at 6:00 PM

LOCATION Zoom Meeting,

Present via zoom :

Jin Liu	Unit 4
Angus Stormon	Unit 5
Sarah Malam	Unit 13
Sarah Paterson	Unit 17
Patrick Burge	Unit 18
Georgie Ryan	Unit 20
Richard Cabrita	Unit 23
Emily King and Katrina Kummie	Unit 37
Nansun Zhang	Unit 39
Lynette Heffernan	Unit 42
Sylvia Skukan	Unit 45
Juris and Margita Jakovics	Unit 53
David Smith and Susan Hollard	Unit 60
Aaron Kovalik	Unit 66
John and Jillian Robertson	Unit 67
Keith Huggan	Unit 71
Danielle Firat	Unit 72
David Kimmorley	Unit 74

PRESENT IN ROOM :

John and Rebekah Clifford	Unit 12
Anne Southwell	Unit 30
Simon Wang	Unit 35
Mary Horsham	Unit 59
Violet James	Unit 62

PROXY :

ABSENTEE VOTES :

Kendell Smith	Unit 32
In favour of all motions	
Julian Wellspring	Unit 58
In favour of all motions	

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

The meeting commenced at 6.30pm.

Appointment of Chair Keith Huggan was appointed Chair for the meeting.

The absentee votes were accepted.

MOTIONS

MINUTES OF INAUGURAL GENERAL MEETING

Motion 1: That the minutes of the Inaugural General Meeting held 28 July 2020 are accepted.

CARRIED

FINANCIAL REPORT

Motion 2: That the financial statements be accepted as presented for the period to 15 January 2021.

CARRIED

INSURANCE

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

Policy No	HU0006047157
Renewal Date	12 June 2021
BUILDING	\$18,500,000
LOSS OF RENT	\$2,775,000
PUBLIC LIABILITY	\$20,000,000
FIDELITY GURANTEE	\$100,000
VOLUNTARY WORKERS	\$200,000/\$2,000
GOVT AUDIT COSTS	\$25,000
LEGAL EXPENSES	\$50,000
LOT OWNERS IMPROVEMENT	\$250,000
COMMON CONTENTS	\$110,000
APPEAL	\$100,000
Excess	\$500

Motion 3: That the level of insurance be increased upon renewal to the figure as suggested by the insurer.

CARRIED

The pds for CHU Insurance is attached for Owners reference.

EXECUTIVE COMMITTEE

Motion 4: That the Owners Corporation create between 3 and 7 Executive Committee positions, and those positions be filled by nominated owners.

CARRIED

The following owners were elected as Executive Committee Members until the next Annual General Meeting :

Patrick Burge	Unit 18
Georgie Ryan	Unit 20
Anne Southwell	Unit 30
Emily King	Unit 37
Mary Horsham	Unit 59
Donald James	Unit 62
Keith Huggan	Unit 72

GENERAL BUSINESS

RULE OF THE OWNERS CORPORATION

(Special Resolution means: That the votes cast against the motion are less than 1/4 of the total number of votes received)

Motion 5: Special Resolution : That Rule 1.4 of the Default Rules be amended and read as follows:

Erections and Alterations

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

a) in accordance with the express permission of the Owners Corporation by unopposed resolution 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.

CARRIED WITH 1 ABSTAIN

Motion 6: Special Resolution: That Rule 11(b) & (c) of the Default Rules be amended to read

- a) The strata managing agent applies the Seal after receiving written confirmation from the executive committee to apply the Seal (note: - Written confirmation includes via email). The Managing Agent may apply the Common Seal to Section 119 Certificates as and when required.

CARRIED

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

MOTION DEFERRED

FOR FURTHER DISCUSSION WITH THE EXECUTIVE COMMITTEE

ELECTRONIC VOTING

Motion 8: That the Owners Corporation understand the below information regarding Electronic Voting and that meetings can now be held via these means.

Note: An owners corporation may adopt any of the following ways to vote on a matter to be decided by the owners corporation at a general meeting:

- (a) voting in the meeting by teleconference, videoconference, email or other electronic means;
- (b) voting on a motion by email or other electronic means before the meeting at which the matter (other than an election) is to be decided (pre-meeting electronic voting).

Note: (a) the owners corporation must ensure that members have reasonable access to facilities to vote; and (b) information about how members can access the facilities must accompany the notice of the general meeting.

A motion that is to be decided wholly by pre-meeting electronic voting may not be amended at the general meeting for which the pre-meeting electronic voting is conducted.

A motion that is to be decided partly by pre-meeting electronic voting must not be amended at the general meeting for which the pre-meeting electronic voting is conducted if the effect of the amendment is to change the subject matter of the original motion. If a motion that is to be decided partly by pre-meeting electronic voting is amended at the general meeting for which the pre-meeting electronic voting is conducted, the minutes of the meeting must be accompanied by a notice of a change and a statement setting out the power to request a further general meeting under the Act.

CARRIED

OTHER BUSINESS DISCUSSED.

- (a) The duties of the gardener and caretaker were discussed and the scope of works for both will be provided to the EC.
- (b) possibility of having herbs in planter boxes for all residents to use.
- (c) Garage door closing time to be reduced to discourage tailgating.
- (d) EC to consider installation of security cameras.
- (e) EC to consider installing automatic gate closers.
- (f) EC to consider installing fobs for lift access from garage to ground level.
- (g) Waste room water ingress was discussed and The Manager advised that this has been referred to Bulum Group for attention.

There being no further business the meeting closed at 8.00 pm.

Keith Huggan
Chair UP 12292
02 February 2021.

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.12292

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made –
19 October 2022.

Tick applicable box, or both boxes if applicable:

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).

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 here, tick and attach details to the notice]

Date of decision	Full text of reduced quorum decisions
19 October 2022	See the attached minutes of meeting for the full text of decisions made at the meeting.

A4 Owners' Corporation declaration

The information in this notice has been recorded on the following date from details shown in the records of the Owners' Corporation.



26.10.22

[Affix owners corporation seal in accordance with the corporation articles]

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

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 $\frac{1}{2}$ the total number of units (see UTMA s 3.9 (1) (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 $\frac{1}{2}$ 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 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a **reduced quorum** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a **standard quorum** for the motion (see above) nor a **reduced quorum** (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within $\frac{1}{2}$ 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 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of anyone present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also **reduced quorum decisions** (UTMA s 3.9 (6) (a), part 3.1, schedule 3).

B2 When does a reduced quorum decision take effect?

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's *date of effect*) (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 reduced 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 2022 ANNUAL GENERAL MEETING OF THE OWNERS - UNITS PLAN No.12292
(Banksij, 15 Bowman Street, Macquarie ACT 2614)

Held: 6:00pm, Wednesday 19 October 2022
Catchpole Room Southern Cross Club, Jamison
corner of Catchpole and Bowman Streets, Macquarie ACT 2614
and via telephone/internet Webex webinar Meeting number 2650 768 2309

Members Present:

<i>Name</i>	<i>Unit No.</i>
Ms Amanda Hollingsworth	1
Mr Angus Storman	5
Mr Allen Davis	10
Mr Andrew Woodward, Ms Collette Berryman	11
Ms Rebekah Clifford	12
Ms Sarah Malam	13
Mr Richard Cabrita	23
Ms Lauren Allen	29
Ms Anne Southwell	30
Mr Simon Wang	35
Mr Lynette Heffernan	42
Mr Trent Van Zweeden, Mr Ariel Van Zweeden	43
Ms Sylvia Skukan	45
Harshini Himanka-Dissanayake	49
Mr Harrison Enright	51
Ms Margita Jakovics	53
Ms Mary Horsham	59
Mr David Smith, Ms Susan Holland	60
Mr Donald James, Ms Violet James	62
Katanchalee Chuaywongyart (via Webex)	63
Ms Kay D'Arnay	64
Mr John Robertson, Ms Jillian Robertson	67
Mr Keith Pantlin	68
Mr Brenda Walker	70
Mr Keith Huggan, Ms Ruth Gallagher	71
Ms Danielle Firat (via Webex)	72
Ms Ruth Sparks	74

Absentee votes: Absentee votes were received from the following members casting an absentee vote on motions 1-11 in the Annual General Meeting (AGM) notice as follows:

- Mr Patrick Burge - unit 18, voting for motions 1-11.
- Mr David Potter & Ms Iris Potter - unit 41, voting for motions 1-11.
- Ms Elizabeth Yuncken - unit 54, voting for motions 1-11.

Proxies: Proxies were received from the following members appointing proxy as follows:

- Hasari & Hanim Firat - unit 50, appointing Ms Firat as proxy.
- Elizabeth Yuncken - unit 54, appointing Ms Jakovics as proxy.

Quorum: As the persons present at the AGM were entitled to vote in relation to less than half of the units of The Owners – Units Plan No.12292 (UP12292), in accordance with section 3.9(2) of Schedule 3 of the *Unit Titles (Management) Act 2011* (ACT), (the Act), a reduced quorum was present. Motions were considered at the AGM after waiting the requisite 30 minutes.

Guest: Mr Kareem Nader, Elevator Consultancy Services (ECS), via Webex

Owners Corporation Manager: Mr Mark Mansfield from Capital Strata Management Services (CSMS) attended the AGM.

1. Opening of meeting by Executive Committee Chair

The meeting opened at 6:00pm.

As the Act provides for the Chair of the UP12292 Executive Committee to chair general meetings, Mr Huggan chaired the meeting. Mr Huggan opened the meeting and welcomed members to the AGM.

2. Discussion about UP12292's elevators with ECS

UP12292 via the Executive Committee has engaged elevator consulting firm ECS to conduct an audit and assessment of the two elevators in the complex.

Mr Nader spoke about the contract UP12292 had with Brilliant Lifts and the contract now with New Lift Co for maintaining the elevators. Mr Nader will be attending onsite on 21 October 2022 to inspect the elevators and will then provide a report on the status and life cycle costs of the elevators to UP12292.

Mr Nader advised:

- The elevators were manufactured by Brilliant Lifts, which are Chinese designed and made.
- LJ Hooker Strata signed a maintenance contract with Brilliant Lifts on 8 August 2020 for UP12292 which was to operate for 3 years from 25 May 2021.
- The Australian subsidiary of Brilliant Lifts was taken over by its Chinese owned partner in 2020. This resulted in the contract with Brilliant being frustrated.
- The elevators are now being serviced by New Lift Co, which was formed by former Australian based staff of Brilliant Lifts.
- LJ Hooker Strata signed a maintenance contract with New Lift Co on 21 January 2021 for UP12292 which operates for 3 years from 1 April 2021.
- New Lift Co has a better servicing presence on the ground in Canberra compared to Brilliant Lifts. Brilliant Lifts has now re-established a service presence in Canberra, but at present it is only a one-man operation relying on back up from Sydney.
- Subject to ECS inspecting the elevators, and the availability of parts over the life span of the elevators, the anticipated life span for the elevators is up to 15 years from when the elevators were installed in the building.
- At that time UP12292 will need to commence replacing the elevators. The elevators would be replaced in sequence, not simultaneously. It takes at least 3 months to replace an elevator once the replacement elevator parts are on site.
- Subject to ECS's report, the cost of replacing the elevators is likely to be between \$230,000 to \$250,000 ex GST for each elevator in today's dollars.
- During the life span of the current elevators, there will be costs for replacing various parts. These costs are not covered under the maintenance contract with New Lift Co.
- The current maintenance contract has more than the usual number of exclusions regarding cover for parts than an industry standard contract. The current contract has clauses on obsolescence of parts and the inability to source spare parts which may result in the contract being cancelled by New Lift Co.
- When the current contract ends, ECS can be engaged by UP12292 to tender a maintenance contract with Brilliant Lifts and New Lift Co which would be more industry standard, with defined scopes and key performance indicators.

Mr Nader answered questions from members.

It was noted UP12292 will need to raise levies to save in its Sinking Fund over the next 12 years the funds needed to replace the elevators. This item alone will amount to increasing levies by around \$42,000 per annum or an average of at least \$150 per unit per quarter.

Mr Nader left the meeting at 6:40pm.

3. Acceptance of absentee votes and proxies

The absentee votes and proxies which had been received were read out. They were valid.

4. Apologies

All members providing an absentee vote or proxy; Mr John Clifford – unit 12; Georgie Ryan – unit 20.

5. Verification of minutes of the Annual General Meeting held on 15 September 2021

Motion: *That the minutes of the Annual General Meeting of the Corporation of The Owners – Units Plan No.12292 held on 15 September 2021 be accepted.*

Moved: Mr Huggan

Seconded: Ms Southwell

CARRIED UNANIMOUSLY

6. Matters arising from the minutes of the 15 September 2021 Annual General Meeting

The Committee members answered questions on items outstanding from the 2021 AGM.

7. Appointment of UP12292's Owners' Corporation New Managing Agent

Mr Huggan advised due the disappointment with LJ Hooker Strata Management's (LJ Hooker) service, the UP12292 Committee went to market to seek proposals from other strata management firms, as LJ Hooker's management agreement with UP12292 had expired. Following this process, the Committee was now recommending the ongoing appointment of CSMS.

Mr Mansfield spoke about CSMS' approach to management and discussed the proposed management agreement at Paper 3. Mr Mansfield answered questions from members.

Motion 1 in the notice of the AGM

(Ordinary Resolution pursuant to sections 50(1) of the Act requiring a simple majority to be adopted)

Motion: *That the Corporation of The Owners - Units Plan No.12292, ratify the enclosed management contract with Capital Strata Management Services Pty Ltd at Paper 3, to give effect to the appointment of Capital Strata Management Services Pty Ltd as the Corporation's managing agent for a three year period with effect from 29 September 2022.*

Moved: Mr Huggan

Seconded: Mr Trent Van Zweeden

CARRIED UNANIMOUSLY

8. Investment of UP12292's monies

Mr Mansfield explained to members the purpose of Motions 2-5 for improving UP12292's governance and decision making and answered questions in relation to the motions. Members discussed the motions at length.

Motion 2 in the notice of the AGM

(Special Resolution pursuant to section 69(1) of the Act requiring a three-quarters majority to be adopted)

Motion: *The Executive Committee of the Corporation of The Owners - Units Plan No.12292 is authorised by the Corporation to invest any of the Corporation's monies on such terms as the Committee decides in account products offered by Authorised Deposit-taking Institutions regulated under the Banking Act 1959 (Cth).*

Moved: Mr Huggan

Seconded: Mr Trent Van Zweeden

CARRIED UNANIMOUSLY

9. Dealing with insurances

Motion 3 in the notice of the AGM

(Ordinary Resolution pursuant to section 3.15 of Schedule 3 of the Act requiring a simple majority to be adopted)

Motion: *The Executive Committee of the Corporation of The Owners - Units Plan No.12292 is authorised for and on behalf of the Corporation to decide on all matters relating to the provision of insurances to the Corporation.*

Moved: Mr Huggan

Seconded: Mr Trent Van Zweeden

CARRIED UNANIMOUSLY

10. Services provided to UP12292

Motion 4 in the notice of the AGM

(Ordinary Resolution pursuant to section 60(1) of the Act requiring a simple majority to be adopted)

Motion: *The Executive Committee of the Corporation of The Owners - Units Plan No.12292, is authorised for and on behalf of the Corporation to decide on all matters relating to the provision of services to the Corporation, including for and on behalf of the Corporation entering into contracts for the provision of services to the Corporation of up to three years duration, and for and on behalf of the Corporation terminating any contracts for the provision of services to the Corporation.*

Moved: Mr Huggan

Seconded: Mr Trent Van Zweeden

CARRIED UNANIMOUSLY

11. Interest rate on amounts owing to UP12292

Motion 5 in the notice of the AGM

(Special Resolution pursuant to section 94(1)(b) of the Act requiring a three-quarters majority to be adopted)

Motion: *That the interest rate on any monies owing by a person to the Corporation of The Owners - Units Plan No.12292 past the date the money was due for payment is nil.*

Moved: Mr Huggan

Seconded: Mr Trent Van Zweeden

CARRIED UNANIMOUSLY

12. Drainage issues affecting UP12292

Toilet paper is the only paper to be flushed down your toilet

Members discussed and noted that the only paper which should be flushed down toilets is toilet paper. It was noted sewer problems across Canberra are arising from the flushing down toilets of products such as wet wipes, which includes baby wipes, toilet wipes, body wipes, personal hygiene wipes and cleaning wipes. These items are often marketed as 'flushable' or 'biodegradable', but unlike toilet paper which disintegrates after flushing, these items do not break down and can cause sewer line blockages. Flushing sanitary products, barbeque napkins, facial tissues and kitchen towels down toilets, can also cause sewer line blockages.

Members noted these items should be disposed of in bins and that owners who rent their UP12292 units should advise their tenants of this.

It was noted that any costs which UP12292 incurs from dealing with plumbing problems caused by a unit flushing inappropriate items down the toilet, will be recovered from the unit.

Do not pour fats, oils or grease down drains

Members discussed and noted that when fats, oils or grease are washed down the sink or drain, they cool and solidify, sticking to the walls of pipes causing blockages.

Members noted these items should be disposed of in bins and that owners who rent their UP12292 units should advise their tenants of this.

Again, it was noted that any costs which U12292 incurs from dealing with problems caused by a unit pouring fats, oils and grease down drains, will be recovered from the unit.

13. Know where the water supply stopcock for your unit is

Members noted it is critical that each owner knows where the stopcock which controls the water supply to their unit is. UP12292 does not have any details as to where the stop cocks are for individual units. It is up to each unit owner to locate where the stop cock is for their unit. Each unit is responsible for maintaining and replacing its stop cock.

If a unit undertaking repairs to its stop cock needs to disrupt the water supply to all units in UP12292, the obligation is on that unit to give all other units in UP12292 sufficient notice of the water supply disruption.

It is especially important that unit owners ensure that any leaking taps and toilets on their unit property are fixed. Unresolved water leaks on unit property increases UP12292's water consumption costs, which in turn leads to increases in levies to cover the higher consumption costs.

It was noted the stopcocks for units are either outside the unit front door or behind a panel in the unit ceiling.

14. Paying levy contributions on time and in full

Members noted UP12292's budgets and levies are set each year on the assumption that all units will pay their levies on time and in full so that UP12292 can pay its costs, in order to provide services such as insurance, water supply cleaning and gardening to UP12292 owners.

If some units consistently do not pay their levies on time and in full, then the levies all units pay must increase more than necessary, to offset the shortfall in levies from those units which do not pay their levies on time and in full. It is critical that all units pay their levies on time and in full as UP12292 has inadequate financial reserves to fund any shortfall in budgeted levies.

15. 2021-22 Financial Statement

At the close of UP12292's financial year on 31.7.21, UP12292 had actual cash of \$24.64. At the close of the financial year on 31.7.22, UP12292 had actual cash of \$7,041.42. This was comprised of \$24,805.55 in the Sinking Fund and negative \$17,764.13 in the General (Administrative) Fund.

UP12292's budgeted levy contributions set at the 2020 and 2021 annual general meetings were unrealistically low to cover UP12292's costs for 2020-21 and 2021-22. Also, no Sinking Fund contributions were struck for 2020-21.

Members discussed, noted and adopted UP12292's 2021-22 financial statement at Paper 5.

16. 2022-23 Budget

On handover of management from UP12292's previous manager on 29 September 2022, UP12292 had total funds of \$638.49.

Members discussed at length the 2022-23 General (Administrative) and Sinking Fund budgets and levy contributions proposed by the Committee in Paper 5.

It was noted:

- the Committee had worked to develop a realistic budget for UP12292's 2022-23 financial year for the period 1.8.22-31.7.23.
- a 15% increase in levy contributions is proposed for 2022-23 so that UP12292 can meet its costs, the bulk of which UP12292 has no little or no control over.
- UP12292 also needs to begin building up its Sinking Fund balance, so that it will have the funds to undertake the likes of any repairs, building defect rectification works and the eventual replacement of the elevators.
- to overcome the insolvency in the General (Administrative) Fund, due to the 31.7.22 balance of negative \$17,764.13, it is proposed the entire 31.7.22 Sinking Fund Balance be transferred to the General (Administrative) Fund.
- UP12292 was required to register for and pay GST on levy income, once aggregate annual levies exceeded \$150,000. That should have occurred under the previous manager. UP12292 is now registering for GST. While levies will be inflated by GST, UP12292 will be able to claim back as an input tax credit the GST it pays on expenditure.
- Another general meeting could be held later in 2022-23 to raise additional levies once more information on UP12292's costs becomes known.

General (Administrative) Fund

Motion 6 in the notice of the AGM

(Ordinary Resolution pursuant to section 75 of the Act requiring a simple majority to be adopted)

Motion: *That the GST inclusive General (Administrative) Fund budget of the Corporation of The Owners - Units Plan No.12292 for the period 1 August 2022 to 31 July 2023 raise \$183,432.29 and expend \$172,363.63 as near as practicable to the estimated income and expenditure listed in Paper 5.*

Moved: Mr Huggan

Seconded: Ms Southwell

CARRIED UNANIMOUSLY

Motion 7 in the notice of the AGM

(Ordinary Resolution pursuant to section 75 of the Act requiring a simple majority to be adopted)

Motion: *That the GST inclusive General (Administrative) Fund contribution for the Corporation of The Owners - Units Plan No.12292 for the period 1 August 2022 to 31 July 2023 be set at \$182,000.00 to be contributed by members in proportion to their unit entitlement, in four equal instalments payable by 21 October 2022, 15 January 2023, 1 April 2023 and 1 July 2023.*

Moved: Mr Huggan

Seconded: Ms Southwell

CARRIED UNANIMOUSLY

Sinking Fund

Motion 8 in the notice of the AGM

(Ordinary Resolution pursuant to section 86 of the Act requiring a simple majority to be adopted)

Motion: *That the existing Sinking Fund Plan of the Corporation of The Owners - Units Plan No.12292 be amended so that for the Corporation's 2022-23 financial year, the Sinking Fund income and expenditure be that as shown in Paper 6, and that the current balance of the Sinking Fund be reduced by \$24,805.55 by transferring \$24,805.55 to the Corporation's General (Administrative) Fund.*

Moved: Mr Huggan

Seconded: Ms Southwell

CARRIED UNANIMOUSLY

Motion 9 in the notice of the AGM

(Ordinary Resolution pursuant to section 86 of the Act requiring a simple majority to be adopted)

Motion: *That the Sinking Fund budget of the Corporation of The Owners - Units Plan No.12292 for the period 1 August 2022 to 31 July 2023 raise \$52,738.00 and expend \$28,500.00 as near as practicable to the estimated income and expenditure listed in Paper 5.*

Moved: Mr Huggan

Seconded: Ms Southwell

CARRIED UNANIMOUSLY

Motion 10 in the notice of the AGM

(Ordinary Resolution pursuant to sections 83 and 87 of the Act requiring a simple majority to be adopted)

Motion: *That the Sinking Fund contribution for the Corporation of The Owners - Units Plan No.12292 for the period 1 August 2022 to 31 July 2023 be set at \$52,738.00 to be contributed by members in proportion to their unit entitlement, in four equal instalments payable by 21 October 2022, 15 January 2023, 1 April 2023 and 1 July 2023.*

Moved: Mr Huggan

Seconded: Ms Southwell

CARRIED UNANIMOUSLY

17. Consideration of remaining statutory agenda items under the Unit Titles (Management) (Meeting Agenda) Guidelines 2020

Members noted the requirements of the Act for UP12292 to consider particular matters at the AGM, if these matters are not already dealt with under other agenda items at the AGM. After consideration of the following matters, members unanimously agreed the following:

Maintenance issues (new or outstanding), including maintenance contracts coming up for renewal

The common property access doors/gates will be rekeyed separately and 2 keys issued to each unit. This includes the hopper room, rooftop terrace, basement fire exit doors and front entrance pedestrian gates. Insurance claims (new or outstanding).

Insurance claims (new or outstanding)

Insurance claims lodged for units 6 and 7 water damage action taken were read out. No claim had been lodged for water damage to unit 11.

Consideration of physical building structural defects

A structural engineer has been engaged to look at roofing defects and podium leaking into carpark. Leaking at some units is being scoped. In due course UP12292 will receive reports and will need to decide on actions for these matters.

Maintenance schedule/plan – review

Initial plan developed for UP12292 will be considered by the Committee.

Whether maintenance schedule requires updating in light of new circumstances

No action as yet.

Fire safety review – provision and compliance with national construction code fire safety requirements

A fire evacuation plan will developed and published around the building.

Adequacy of authorisations, delegations, appointments

No action.

18. Insurance information

Members noted the information at Paper 7 on the building insurance for their unit property and insurance for the common property, along with the insurance certificate of currency.

19. Election of the Executive Committee

At the closing date for nominations for the Executive Committee, nominations were received Mr Huggan, Mr James, Ms Southwell, Mr Trent van Zweeden and Ms Walker.

Motion 11 in the notice of the AGM

(Ordinary Resolution pursuant to section 39(2)(b)(i) of the Act requiring a simple majority to be adopted)

Motion: *That the Executive Committee of the Corporation of The Owners - Units Plan No.12292 be comprised of five members until the Executive Committee elected at the next Annual General Meeting of the Corporation takes office.*

Moved: Mr Huggan

Seconded: Ms Southwell

CARRIED UNANIMOUSLY

Mr Huggan, Mr James, Ms Southwell, Mr Trent van Zweeden and Ms Walker were declared elected to the Committee.

20. Other business

Members were asked to report building defect matters to CSMS.

A discussion was held on retrofitting electric vehicle charging points in the complex. It was noted there are considerable technical, legal and insurance issues with electric vehicles being parked on or charged on site, as there is not an insignificant risk from electric vehicle battery fires. Such fires are extremely difficult to extinguish and can burn for days. Before UP12292 could consider this issue further, it would need to obtain detailed information on the technical, legal and insurance issues on the risks for UP12292 associated with electric vehicles onsite.

The meeting closed at 8:45pm.

NOTICE OF THE 2022 ANNUAL GENERAL MEETING OF THE OWNERS - UNITS PLAN No.12292

(Banksii, 15 Bowman Street, Macquarie ACT 2614)

The Executive Committee of The Owners – Units Plan No.12292 (UP12292) has called the 2022 UP12292 Annual General Meeting (AGM) for 6:00pm, Wednesday 19 October 2022 at Southern Cross Club, Jamison corner of Catchpole and Bowman Streets, Macquarie ACT 2614

There is also an online/telephone option to participate in the meeting. Details of how to participate in this way are on Page 5 of this notice.

As a member or as an authorised representative of a member of UP12292, you are entitled to attend the AGM.

You are entitled to vote at the AGM and nominate for the Executive Committee provided you owe no monies to UP12292. The units listed at the end of this notice will not have a vote at the AGM, unless they have paid the monies they owe to UP12292 prior to the AGM.

At least half of the units of UP12292 must be represented at the meeting for there to be a standard quorum. If a standard quorum is not present, the meeting will proceed with a reduced quorum in accordance with section 3.9(2) of Schedule 3 of the *Unit Titles (Management) Act 2011* (ACT) (the Act), after waiting the requisite 30 minutes for a standard quorum to be obtained. If you cannot attend the meeting, you can vote on the motions to be considered at the meeting using the enclosed proxy and absentee voting form.

AGENDA

1. **Opening of meeting by Executive Committee Chair**
2. **Acceptance of proxies and absentee votes**
3. **Apologies**
4. **Verification of minutes of the Annual General Meeting held on 15 September 2021 – see Paper 2**
5. **Matters arising from the minutes of the 15 September 2021 Annual General Meeting**
6. **Appointment of UP12292's Owners' Corporation New Managing Agent**
Following a selection process undertaken by the UP12292 Executive Committee for the management of UP12292, the UP12292 Executive Committee selected Capital Strata Management Services (CSMS) to commence management of UP12292 on 29 September 2022, following the cessation of LJ Hooker Strata Management's services.

UP12292's Executive Committee and CSMS agreed to the enclosed management contract at Paper 3 on 30 September 2022.

Under section 50 of the Act a general meeting of an owners' corporation is required to approve a contract for body corporate management services to give effect to the appointment of a body corporate manager. Members are asked to ratify the appointment of CSMS as UP12292's managing agent by adopting Motion 1.

Motion 1 - To consider the following motion proposed by the Executive Committee which requires an ordinary resolution pursuant to section 50(1) of the Act, carried by a simple majority to be adopted:
"That the Corporation of The Owners - Units Plan No.12292, ratify the enclosed management contract with Capital Strata Management Services Pty Ltd at Paper 3, to give effect to the appointment of Capital Strata Management Services Pty Ltd as the Corporation's managing agent for a three year period with effect from 29 September 2022."

7. **Discussion with Elevator Consultancy Services (ECS) about Banksii's Elevators**
UP12292 has engaged elevator consulting firm ECS to conduct an audit and assessment of the two elevators in the complex. Mr Kareem Nader of ECS will discuss UP12292's elevator issues and elevator life cycle costs.

8. Investment of UP12292's monies

Motion 2 - To consider the following motion proposed by the Executive Committee, which requires a special resolution pursuant to section 69(1) of the Act carried by a three-quarters majority to be adopted:

"The Executive Committee of the Corporation of The Owners - Units Plan No.12292 is authorised by the Corporation to invest any of the Corporation's monies on such terms as the Committee decides in account products offered by Authorised Deposit-taking Institutions regulated under the Banking Act 1959 (Cth)."

9. Dealing with insurances

Motion 3 - To consider the following motion proposed by the Executive Committee, which requires an ordinary resolution pursuant to section 3.15 of Schedule 3 of the Act carried by a simple majority to be adopted:

"The Executive Committee of the Corporation of The Owners - Units Plan No.12292 is authorised for and on behalf of the Corporation to decide on all matters relating to the provision of insurances to the Corporation."

10. Services provided to UP12292

Motion 4 - To consider the following motion proposed by the Executive Committee, which requires an ordinary resolution pursuant to section 60(1) of the Act carried by a simple majority to be adopted:

"The Executive Committee of the Corporation of The Owners - Units Plan No.12292, is authorised for and on behalf of the Corporation to decide on all matters relating to the provision of services to the Corporation, including for and on behalf of the Corporation entering into contracts for the provision of services to the Corporation of up to three years duration, and for and on behalf of the Corporation terminating any contracts for the provision of services to the Corporation."

11. Interest rate on amounts owing to UP12292

Motion 5 - To consider the following motion proposed by the Executive Committee, which requires a special resolution pursuant to section 94(1)(b) of the Act carried by a three-quarters majority to be adopted:

"That the interest rate on any monies owing by a person to the Corporation of The Owners - Units Plan No.12292 past the date the money was due for payment is nil."

12. Drainage issues affecting UP12292

Toilet paper the only paper to be flushed down your toilet

The only paper which should be flushed down your toilet is toilet paper.

Flushing products down toilets such as wet wipes, which includes baby wipes, toilet wipes, body wipes, personal hygiene wipes and cleaning wipes, can block sewer lines. These items are often marketed as 'flushable' or 'biodegradable', but unlike toilet paper which disintegrates after flushing, these items do not break down. Flushing sanitary products, barbeque napkins, facial tissues and kitchen towels down toilets, can also cause blockages to sewer lines. Please dispose of these items in your bin. If you rent your UP12292 unit, please advise your tenants of this.

Any costs which UP12292 incurs from dealing with plumbing problems caused by a unit flushing inappropriate items down the toilet, will be recovered from the unit.

Do not pour fats, oils or grease down drains

When fats, oils or grease are washed down the sink or drain, they cool and solidify, sticking to the walls of pipes causing blockages. Please dispose of these fats, oils and grease in your bin.

Again, if you rent your UP12292 unit, please advise your tenants of this.

Any costs which UP12292 incurs from dealing with problems caused by a unit pouring fats, oils and grease down drains, will be recovered from the unit.

13. Know where the water supply stopcock for your unit is

It is critical that each owner knows where the stopcock which controls the water supply to their unit is. UP12292 does not have any details as to where the stop cocks are for individual units. It is up to each unit owner to locate where the stop cock is for their unit. Each unit is responsible for maintaining and replacing its stop cock.

If a unit undertaking repairs to its stop cock needs to disrupt the water supply to all units in UP12292, the obligation is on that unit to give all other units in UP12292 sufficient notice of the water supply disruption.

It is especially important that unit owners ensure that any leaking taps and toilets on their unit property are fixed. Unresolved water leaks on unit property increases UP12292's water consumption costs, which in turn leads to increases in levies to cover the higher consumption costs.

14. **Paying levy contributions on time and in full**

UP12292's budgets and levies are set each year on the assumption that all units will pay their levies on time and in full so that UP12292 can pay its costs in order to provide services such as insurance, water supply and gardening to UP12292 owners. If some units consistently do not pay their levies on time and in full, then the levies all units pay must increase more than necessary, to offset the shortfall in levies from those units which do not pay their levies on time and in full. It is critical that all units pay their levies on time and in full as UP12292 has inadequate financial reserves to fund any shortfall in budgeted levies.

15. **2021-22 Financial Statement** - see 2021-22 actual income and expenditure in Paper 5.

16. **2022-23 Budget** - see 2022-23 proposed income, expenditure and contributions in Paper 5.

At the close of UP12292's financial year on 31.7.21, UP12292 had actual cash of \$24.64. At the close of the financial year on 31.7.22, UP12292 had actual cash of \$7,041.42. This was comprised of \$24,805.55 in the Sinking Fund and negative \$17,764.13 in the General (Administrative) Fund. To overcome the insolvency in the General (Administrative) Fund, the Committee propose the 31.7.22 Sinking Fund balance be transferred to the General (Administrative) Fund.

On handover of management from UP12292's previous manager, UP12292 had total funds of \$638.49!

The Committee has worked to develop a realistic budget for UP12292's 2022-23 financial year for the period 1.8.22-31.7.23. This entails a 15% increase in levy contributions for 2022-23 so that UP12292 can meet its costs, the bulk of which UP12292 has no little or no control over. UP12292 also needs to begin building up its Sinking Fund balance, so that it will have the funds to undertake the likes of any repairs, building defect rectification works and the eventual replacement of the elevators.

UP12292 was required to register for and pay GST on levy income, once aggregate annual levies exceeded \$150,000. That should have occurred under the previous manager. UP12292 is now registering for GST. While levies will be inflated by GST, UP12292 will be able to claim back as an input tax credit the GST it pays on expenditure.

General (Administrative) Fund

Motion 6 - To consider the following motion proposed by the Executive Committee, which requires an ordinary resolution pursuant to section 75 of the Act carried by a simple majority to be adopted:

"That the GST inclusive General (Administrative) Fund budget of the Corporation of The Owners - Units Plan No.12292 for the period 1 August 2022 to 31 July 2023 raise \$183,432.29 and expend \$172,363.63 as near as practicable to the estimated income and expenditure listed in Paper 5."

Motion 7 - To consider the following motion proposed by the Executive Committee, which requires an ordinary resolution pursuant to section 78(2)(a) of the Act carried by a simple majority to be adopted:

"That the GST inclusive General (Administrative) Fund contribution for the Corporation of The Owners - Units Plan No.12292 for the period 1 August 2022 to 31 July 2023 be set at \$182,000.00 to be contributed by members in proportion to their unit entitlement, in four equal instalments payable by 21 October 2022, 15 January 2023, 1 April 2023 and 1 July 2023."

Sinking Fund

Motion 8 - To consider the following motion proposed by the Executive Committee, which requires an ordinary resolution pursuant to section 86 of the Act carried by a simple majority to be adopted:

"That the existing Sinking Fund Plan of the Corporation of The Owners - Units Plan No.12292 be amended so that for the Corporation's 2022-23 financial year, the Sinking Fund income and expenditure be that as shown

in Paper 6, and that the current balance of the Sinking Fund be reduced by \$24,805.55 by transferring \$24,805.55 to the Corporation's General (Administrative) Fund."

Motion 9 - To consider the following motion proposed by the Executive Committee, which requires an ordinary resolution pursuant to sections 83 and 87 of the Act carried by a simple majority to be adopted: *"That the Sinking Fund budget of the Corporation of The Owners - Units Plan No.12292 for the period 1 August 2022 to 31 July 2023 raise \$52,738.00 and expend \$28,500.00 as near as practicable to the estimated income and expenditure listed in Paper 5."*

Motion 10 - To consider the following motion proposed by the Executive Committee, which requires an ordinary resolution pursuant to section 89(2) of the Act carried by a simple majority to be adopted: *"That the Sinking Fund contribution for the Corporation of The Owners - Units Plan No.12292 for the period 1 August 2022 to 31 July 2023 be set at \$52,738.00 to be contributed by members in proportion to their unit entitlement, in four equal instalments payable by 21 October 2022, 15 January 2023, 1 April 2023 and 1 July 2023."*

17. Consideration of remaining statutory agenda items under the *Unit Titles (Management) (Meeting Agenda) Guidelines 2020*

The Act requires UP12292 to consider particular matters at the AGM, if these matters are not already dealt with under other agenda items at the AGM. The following matters are not necessarily considered at other agenda items:

- Maintenance issues (new or outstanding), including maintenance contracts coming up for renewal.
- Insurance claims (new or outstanding).
- Consideration of physical building structural defects.
- Maintenance schedule/plan – review.
- Whether maintenance schedule requires updating in light of new circumstances.
- Fire safety review – provision and compliance with national construction code fire safety requirements.
- Adequacy of authorisations, delegations, appointments.

The above matters are not necessarily relevant to UP12292 and may require no action to be taken by UP12292.

18. Insurance information

Refer to Paper 7 for information on your building insurance for your unit property and insurance for the common property, along with the insurance certificate of currency.

19. Election of the Executive Committee

Paper 8 has excerpts from the Act regarding the obligations a person has when serving on the Committee.

Motion 11 - To consider the following motion proposed by the Executive Committee, which requires an ordinary resolution pursuant to section 39(2)(b)(i) of the Act carried by a simple majority to be adopted: *"That the Executive Committee of the Corporation of The Owners - Units Plan No.12292 be comprised of five members until the Executive Committee elected at the next Annual General Meeting of the Corporation takes office."*

If you wish to nominate for a position on the Executive Committee, whether or not you will be attending the AGM, you must use the nomination form at Paper 9. Nominations must be received by 5:00pm, 18 October 2022. ***To be eligible to nominate, you must be an owner of a UP12292 unit (i.e. your name must be on the title for your unit) and have paid any monies you owe to UP12292 by the time nominations close.***

20. Other business

The Executive Committee
The Owners - Units Plan No.12292
4 October 2022

Papers included with the AGM notice

AGM Paper Number	Description
2	Minutes of 15 September 2021 Annual General Meeting
3	Management contract between UP12292 and Capital Strata
4	Questions and answers about AGM motions 2-5
5	UP12292 2021-22 financial statement and 2022-23 proposed budget and contributions
6	Information on your building insurance for your unit property and insurance certificate of currency
7	Excerpts from the Act regarding Committee member obligations
8	Committee nomination form
9	Absentee voting form
10	Proxy form

List of Units Owing Monies to UP12292 as at the date of the AGM Notice

<i>Unit No</i>	<i>Amount Owing</i>
38	\$2,514.42
52	\$437.87
61	\$757.79
69	\$59.18

Online/Telephone Meeting Option

You can join the meeting from 5:55pm on 19 October 2022 by either internet, video system, or telephone.

Join by Internet

Meeting link:

<https://capitalstratamanagementservices.my.webex.com/capitalstratamanagementservices.my/j.php?MTID=m56cfa82cac4cc9249cf2d52a1b432f5f>

Meeting number:

2650 768 2309

Password:

xmJcfmR2H43 (96523672 from phones and video systems)

Join by a video system

Dial 26507682309@webex.com

You can also dial 210.4.202.4 and enter 2650 768 2309

Join by telephone

Phone Number: 02 9338 2221

Access code: 2650 768 2309

Password: 96523672

The Owners - Units Plan No.12292
2021-2022 GST Inclusive General (Administrative) Fund Financial Statement
and 2022-23 GST Inclusive General (Administrative) Fund Budget

<i>Description</i>	<i>2021-22 Actuals 1/8/21 – 31/7/22</i>	<i>2021-22 Approved Budget 1/8/21- 31/7/22</i>	<i>2022-23 Budget 1/8/22- 31/7/23</i>	<i>Comments</i>
INCOME				
Contributions	169,254.71	172,620.00	178,454.03	The 2022-23 Administrative Fund contribution is \$182,000. The amount to be raised in 2022-23 will be reduced by the units in credit at 31.7.22 which were: u6 - \$721.54; u13 - \$677.69; u15 - \$3.16; u16 - \$5.26; u25 - \$1.93; u29 - \$1.60; u56 - \$563.75; u62 - \$793.65; u65 - \$52.76; u74 - \$724.63.
Contributions due from previous years	652.33	0.00	3,769.26	At 31.7.22 outstanding contributions were: u38 - \$2,514.42; u52 - \$437.87; u61 - \$757.79; u69 - \$59.18;
Debt recovery costs recovered	0.00	0.00	1,000.00	Provision for expected recovery of debt collection costs
Interest income	0.00	0.00	0.00	Under CSMS' management UP12292 will earn interest on its funds both on the administrative fund and sinking fund accounts.
Interest on overdue levies	206.36	0.00	0.00	
Key, lock & fob income	0.00	0.00	0.00	
Cost recovery	0.00	0.00	209.00	Recovery of NBN connection cost from u56.
Taxation refunds	0.00	0.00	0.00	
Total Income	170,113.40	172,620.00	183,432.29	
EXPENDITURE				
Accounting costs	66.00	0.00	1,045.00	A tax agent must be used to lodge UP12292's GST and income tax returns as the ATO will not deal with UP12292 otherwise.
Banking costs	297.62	0.00	120.00	
Cleaning/building manager	54,166.71	50,000.00	30,000.00	
Cleaning Supplies	427.56	500.00	267.91	Common property cleaning chemicals and supplies charged by Building Manager.
Consultant fees	0.00	0.00	3,200.00	2022-23 provisions for lift consultant (\$2,200) and engineer (\$1,000) to scope podium leaking
Debt recovery costs incurred	0.00	0.00	1,000.00	Provision for legal action against delinquent units owing levies.
Electricity consumption	14,872.27	14,000.00	16,000.00	
Fire panel monitoring	2,200.00	2,200.00	2,200.00	
Fire protection equipment servicing	2,951.62	0.00	1,500.00	Monthly monitoring \$421.66. The amount of \$2,951.62 is for 7 months Jan22-July 22 by O'Neill & Brown.
Fire protection equipment – repairs	2,684.00	0.00	0.00	This includes paying O'Neill & Brown for attending to panel faults and detector failures. SF item from 2022-23.
Fire protection – false alarm call out charges	0.00	0.00	0.00	False alarm call out charges will be invoiced to the unit causing the alarm where this can be identified.
Garage vehicle door maintenance	0.00	1,440.00	1,440.00	No maintenance undertaken. Please see item R&M-Garage Door for major works to the garage door.
Gardening	6,375.00	5,760.00	5,000.00	

Insurance claims payments	(5,819.50)	0.00	0.00	This is money received by the body corporate from CHU Insurance.
Insurance excesses	500.00	0.00	1,000.00	2021-22 excess paid to Endura Build.
Insurance premium	28,932.85	19,200.00	35,000.00	
Key, lock & fob expenses	0.00	0.00	1,000.00	
Lift maintenance	11,990.00	12,000.00	12,000.00	Annual fee charged by The New Lift Co for the period 1/10/21-30/9/22. Quarterly fee is \$2,997.50.
Lift telephony	1,980.00	1,980.00	1,980.00	Annual fee charged by Lift Connect.
Lift registration fee	325.00	0.00	0.00	
Management Fees – LJ Hooker	30,000.00	30,000.00	2,500.00	
Management fees - CSMS	0.00	0.00	27,139.72	
Management fees - work out of scope	0.00	0.00	1,320.00	
Management fees - meetings	0.00	0.00	330.00	
Pest control	0.00	0.00	1,000.00	
Postage	0.00	0.00	1,000.00	
Repairs & maintenance - general	3,256.70	5,000.00	242.00	<ul style="list-style-type: none"> • 2021-22 cost of \$1908.50 by Precision Facilities Management for door hardware repairs and replacement, strike guards installation, rubber mats in bin room, NBN lock repair and 2 gate springs. 2022-23 is for front gate and fire door repairs and LJ Hooker strata plate. • 2021-22 cost of \$798.20 by Discount Glass – unknown if insurance claim made. • 2021-22 cost of \$550.00 by HQ Installations for replacing intercom/relays. Sinking Fund item from 2022-23.
Repairs & maintenance - lighting	6,048.35	1,500.00	0.00	
Repairs & maintenance - NBN connection	0.00	0.00	209.00	UP12292 appears to have paid for u56 NBN connection.
Repairs & maintenance – garage door	5,123.00	0.00	0.00	2021-22 cost of removing 2 damaged slats and new shutter operator by Mh Door Pty Ltd. The major cost by Mh Door Pty Ltd was for shutter operator of \$3,630 Circuit board reset and lock assembly repair by ACT Doorland. Sinking Fund item from 2022-23.
Repairs & maintenance - plumbing	5,052.30	2,000.00	0.00	Includes Sump pump system servicing \$275.00 and then O’Neill & Brown attendance per month at a cost of \$200.20. And “no water U38” - \$555.50; “Blocked drain Unit 6 & 7” - \$825.00; ‘Check water leak in bin area - \$207.90. And basement leak \$599.50. Sinking Fund item from 2022-23. O’Neill & Brown monthly fee now \$207.90.
Roof access system certification	0.00	0.00	1,000.00	
Rubbish removal	0.00	500.00	500.00	Itemised as waste management by LJ Hooker. Cost is PFM oversized waste removal.
Sinking fund forecast report	1,540.00	1,540.00	0.00	
Sundry items	0.00	0.00	220.00	
Taxation payments - income tax & GST	0.00	0.00	7,900.00	UP12292 pays tax at the rate of 30% on interest income, less the cost of managing its tax affairs. UP12292 also pays quarterly GST instalments on its levy income, less any input tax credits it receives.

Venue hire	0.00	0.00	250.00	
Water consumption	14,932.69	25,000.00	16,000.00	UP12292 pays for the aggregate water <u>consumption</u> of all 75 units and the common property. Icon Water separately invoices individual units a quarterly water supply charge of around \$180.
Total Expenditure	187,902.17	172,620.00	172,363.63	
OPENING BALANCE	24.64	24.64	(17,764.13)	
TRANSFERS	0.00	0.00	24,805.55	Transfer from Sinking Fund as Administrative Fund insolvent.
NET INCOME (Income – Expenditure)	(17,788.77)	0.00	11,068.66	
CLOSING BALANCE	(17,764.13)	24.64	18,110.08	UP12292 needs a sufficient float of around half its Administrative Fund levies to pay expenses before the next round of contributions are received and to pay unexpected expenses.

The Owners - Units Plan No.12292
2021-22 GST Inclusive Sinking Fund Financial Statement
and 2022-23 GST Inclusive Sinking Fund Budget

<i>Description</i>	<i>2021-22 Actuals 1/8/21 – 31/7/22</i>	<i>2021-22 Approved Budget 1/8/21- 31/7/22</i>	<i>2022-23 Budget 1/8/22- 31/7/23</i>	<i>Comments</i>
INCOME				
Contributions	30,905.43	31,500.00	32,738.00	The 2020-21 contribution is \$52,738, with \$20,000 of this amount hypothecated to saving for the replacement of the elevators.
Contributions due from previous years	0.00	0.00	0.00	At 31.7.22 outstanding contributions were nil.
Elevator replacement provision contribution	0.00	0.00	20,000.00	The lifts, with proper maintenance may have a life span of maybe 15 years before needing replacement. The likely cost of replacement may be at least \$250,000 per lift (in today's dollars). UP12292 will begin raising monies from 2022-23 to save for the eventual lift replacement.
Interest income	0.00	0.00	100.00	
Interest on overdue levies	0.12	0.00	0.00	
Total Income	30,905.55	31,500.00	52,838.00	
EXPENDITURE				
Building defect scoping and rectification work	0.00	0.00	14,000.00	Provisions for 2022-23 are: <ul style="list-style-type: none"> • Hopper room water run off/water ingress resolution – \$6,000 • Hot water room leak resolution \$3,000 • Lift shaft external wall leak resolution \$1,000 • Roof top deck gazebo roof leak repair \$2,000 • Level 4 external wall downpipe repair \$2,000
Electrical repairs	0.00	0.00	4,000.00	
Elevator repairs	0.00	0.00	0.00	
Fire protection equipment replacement	0.00	0.00	1,000.00	Does not include emergency lighting.
Furniture and fittings	6,100.00	0.00	0.00	2021-22 expenditure on roof top deck furniture.
Garage vehicle entrance door repairs	0.00	0.00	1,000.00	
Gutter cleaning	0.00	0.00	2,000.00	
Lock repairs & replacement	0.00	0.00	2,000.00	
Plumbing repairs	0.00	0.00	2,000.00	
Roofing repairs	0.00	0.00	3,500.00	
Total Expenditure	6,100.00	0.00	29,500.00	
OPENING BALANCE	0.00	0.00	24,805.55	
TRANSFERS	0.00	0.00	(24,805.55)	Transfer to General (Administrative) Fund as it is insolvent
NET INCOME (Income – Expenditure)	24,805.55	0.00	23,338.00	
CLOSING BALANCE	24,805.55	31,500.00	23,338.00	

The Owners – Units Plan No.12292 2022-23 GST Inclusive Levy Contributions

For the period 1 August 2022 to 31 July 2023

Unit No	Unit Entitlement	2022-23 General (Administrative) Fund Contribution	2022-23 Sinking Fund Contribution	2022-23 Total Contribution	Total Contribution instalment due by each of 21.10.22, 15.1.23, 1.4.23 & 1.7.23
1	131	2,384.20	690.87	3,075.07	768.77
2	131	2,384.20	690.87	3,075.07	768.77
3	145	2,639.00	764.70	3,403.70	850.93
4	106	1,929.20	559.02	2,488.22	622.06
5	106	1,929.20	559.02	2,488.22	622.06
6	145	2,639.00	764.70	3,403.70	850.93
7	200	3,640.00	1,054.76	4,694.76	1,173.69
8	92	1,674.40	485.19	2,159.59	539.90
9	91	1,656.20	479.92	2,136.12	534.03
10	92	1,674.40	485.19	2,159.59	539.90
11	202	3,676.40	1,065.31	4,741.71	1,185.43
12	215	3,913.00	1,133.87	5,046.87	1,261.72
13	131	2,384.20	690.87	3,075.07	768.77
14	107	1,947.40	564.30	2,511.70	627.92
15	142	2,584.40	748.88	3,333.28	833.32
16	131	2,384.20	690.87	3,075.07	768.77
17	131	2,384.20	690.87	3,075.07	768.77
18	145	2,639.00	764.70	3,403.70	850.93
19	106	1,929.20	559.02	2,488.22	622.06
20	106	1,929.20	559.02	2,488.22	622.06
21	145	2,639.00	764.70	3,403.70	850.93
22	200	3,640.00	1,054.76	4,694.76	1,173.69
23	92	1,674.40	485.19	2,159.59	539.90
24	91	1,656.20	479.92	2,136.12	534.03
25	92	1,674.40	485.19	2,159.59	539.90
26	200	3,640.00	1,054.76	4,694.76	1,173.69
27	215	3,913.00	1,133.87	5,046.87	1,261.72
28	131	2,384.20	690.87	3,075.07	768.77
29	107	1,947.40	564.30	2,511.70	627.92
30	142	2,584.40	748.88	3,333.28	833.32
31	91	1,656.20	479.92	2,136.12	534.03
32	131	2,384.20	690.87	3,075.07	768.77
33	131	2,384.20	690.87	3,075.07	768.77
34	145	2,639.00	764.70	3,403.70	850.93
35	106	1,929.20	559.02	2,488.22	622.06
36	106	1,929.20	559.02	2,488.22	622.06
37	145	2,639.00	764.70	3,403.70	850.93
38	200	3,640.00	1,054.76	4,694.76	1,173.69
39	92	1,674.40	485.19	2,159.59	539.90
40	92	1,674.40	485.19	2,159.59	539.90
41	92	1,674.40	485.19	2,159.59	539.90
42	205	3,731.00	1,081.13	4,812.13	1,203.03
43	215	3,913.00	1,133.87	5,046.87	1,261.72
44	131	2,384.20	690.87	3,075.07	768.77

Unit No	Unit Entitlement	2022-23 General (Administrative) Fund Contribution	2022-23 Sinking Fund Contribution	2022-23 Total Contribution	Total Contribution instalment due by each of 21.10.22, 15.1.23, 1.4.23 & 1.7.23
45	107	1,947.40	564.30	2,511.70	627.92
46	142	2,584.40	748.88	3,333.28	833.32
47	91	1,656.20	479.92	2,136.12	534.03
48	131	2,384.20	690.87	3,075.07	768.77
49	131	2,384.20	690.87	3,075.07	768.77
50	145	2,639.00	764.70	3,403.70	850.93
51	106	1,929.20	559.02	2,488.22	622.06
52	106	1,929.20	559.02	2,488.22	622.06
53	145	2,639.00	764.70	3,403.70	850.93
54	200	3,640.00	1,054.76	4,694.76	1,173.69
55	92	1,674.40	485.19	2,159.59	539.90
56	92	1,674.40	485.19	2,159.59	539.90
57	92	1,674.40	485.19	2,159.59	539.90
58	205	3,731.00	1,081.13	4,812.13	1,203.03
59	215	3,913.00	1,133.87	5,046.87	1,261.72
60	131	2,384.20	690.87	3,075.07	768.77
61	107	1,947.40	564.30	2,511.70	627.92
62	142	2,584.40	748.88	3,333.28	833.32
63	91	1,656.20	479.92	2,136.12	534.03
64	145	2,639.00	764.70	3,403.70	850.93
65	106	1,929.20	559.02	2,488.22	622.06
66	106	1,929.20	559.02	2,488.22	622.06
67	145	2,639.00	764.70	3,403.70	850.93
68	92	1,674.40	485.19	2,159.59	539.90
69	92	1,674.40	485.19	2,159.59	539.90
70	205	3,731.00	1,081.13	4,812.13	1,203.03
71	215	3,913.00	1,133.87	5,046.87	1,261.72
72	131	2,384.20	690.87	3,075.07	768.77
73	107	1,947.40	564.30	2,511.70	627.92
74	142	2,584.40	748.88	3,333.28	833.32
75	91	1,656.20	479.92	2,136.12	534.03
Total	10,000	182,000.00	52,738.06	234,738.06	58,684.66

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.12292

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made –
1 November 2023.

Tick applicable box, or both boxes if applicable:

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).

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 here, tick and attach details to the notice]

Date of decision	Full text of reduced quorum decisions
1 November 2023	See the attached minutes of meeting for the full text of decisions made at the meeting.

A4 Owners' Corporation declaration

The information in this notice has been recorded on the following date from details shown in the records of the Owners' Corporation.



[Affix owners corporation seal in accordance with the corporation articles]

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 *What is a reduced quorum decision?*

- A **reduced quorum 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 (1) (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 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a **reduced quorum** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a **standard quorum** for the motion (see above) nor a **reduced quorum** (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within ½ an hour 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 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of anyone present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also **reduced quorum decisions** (UTMA s 3.9 (6) (a), part 3.1, schedule 3).

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

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's **date of effect**) (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 reduced 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 2023 ANNUAL GENERAL MEETING OF THE OWNERS - UNITS PLAN No.12292
(Banksii, 15 Bowman Street, Macquarie ACT 2614)

Held: 6:00pm, Wednesday 1 November 2023
Catchpole Room Southern Cross Club, Jamison
corner of Catchpole and Bowman Streets, Macquarie ACT 2614
and via telephone/internet Webex webinar Meeting number 2652 273 5780

Members Present:

<i>Name</i>	<i>Unit No.</i>
Mr Angus Storman	5
Mr Allen Davis	10
Mr Andrew Woodward, Ms Collette Berryman	11
Mr John Clifford, Ms Rebekah Clifford	12
Ms Sarah Malam	13
Ms Sarah Paterson (via Webex)	17
Mr Simon Wang	35
Ms Adria Schoenberg	38
Mr Lynette Heffernan	42
Mr Ariel Van Zweeden	43
Mr Harrison Enright	51
Ms Margita Jakovics	53
Ms Elizabeth Yuncken	54
Mr Julian Wellspring	58
Ms Mary Horsham	59
Mr David Smith	60
Mr Donald James	62
Katanchalee Chuaywongyart	63
Mr John Robertson, Ms Jillian Robertson	67
Mr Keith Pantlin	68
Mr Brenda Walker	70
Mr Keith Huggan, Ms Ruth Gallagher	71

Absentee votes: Absentee votes were received from the following members casting an absentee vote on motions 1-6 in the Annual General Meeting (AGM) notice as follows:

- Ms Anne Southwell - unit 30, voting for motions 1-6.
- Mr David Potter & Ms Iris Potter - unit 41, voting for motions 1-6.

Proxies: None.

Quorum: As the persons present at the AGM were entitled to vote in relation to less than half of the units of The Owners – Units Plan No.12292 (UP12292), in accordance with section 3.9(2) of Schedule 3 of the *Unit Titles (Management) Act 2011* (ACT), (the Act), a reduced quorum was present. Motions were considered at the AGM after waiting the requisite 30 minutes.

Owners Corporation Manager: Mr Mark Mansfield from Capital Strata Management Services (CSMS) attended the AGM.

1. Opening of meeting by Executive Committee Chair

The meeting opened at 6:02pm.

As the Act provides for the Chair of the UP12292 Executive Committee to chair general meetings, Mr Huggan chaired the meeting. Mr Huggan opened the meeting and welcomed members to the AGM.

2. Acceptance of absentee votes and proxies

The absentee votes which had been received were read out. They were valid.

3. Apologies

All members providing an absentee vote or proxy; Ms Georgie Ryan – unit 20; Ms Lauren Allan – unit 29; Mr Trent van Zweeden – unit 43; Mr Juris Jakovics – unit 53; Mr Adrian Lewis – Lewis Consulting Engineers.

4. Verification of minutes of the Annual General Meeting held on 19 October 2022

Motion: *That the minutes of the Annual General Meeting of the Corporation of The Owners – Units Plan No.12292 held on 19 October 2022 be accepted.*

Moved: Mr Huggan

Seconded: Mr James

CARRIED UNANIMOUSLY

5. Matters arising from the minutes of the 19 October 2022 Annual General Meeting

It was noted UP12292 received the report on the state of the elevators from Mr Kareem Nader of Elevator Consultancy Services after the 2022 AGM. That report noted:

- the probable cost of replacing the elevators in 2022 dollars was \$525,000 ex GST.
- the elevators have a remaining life span of 13 years, subject to obtaining parts on an ongoing basis from Brilliant Lifts.
- if parts cannot be obtained, the replacement date will be brought forward.
- New Lift Co's ongoing servicing of the elevators is subject to the ready availability of parts. If parts cannot be obtained, New Lift Co will cease its servicing.
- it will take 18 months to replace both elevators from when the consultant to run the replacement process is engaged.

6. Building Defect Discussion

It was noted UP12292 had engaged structural engineer Mr Adrian Lewis, to scope a number of specific building defect matters. Mr Lewis was an apology for the AGM. The following building defect matters identified by Mr Lewis were discussed by Mr Mansfield with members:

- inadequate roof drainage.
- hopper room drainage problems.
- planter box leaking through the podium and the roof deck.
- problematic basement and sub soil drainage arrangements including inadequate detention and retention tanks under the basement slab, which receives the roof drainage run off.
- movement of window frames allowing water penetration into units.
- outdoor roof deck waterproofing inadequacy, which is likely to extend to inadequate balcony waterproofing across the board.
- external wall cracking.

The solution scoping and ascertaining the cost of remediating these issues is the next step in the rectification process.

It was noted the emergency gas main inlet repair had been undertaken as the common property wall the main inlet was mounted on was cracking and bowing from the weight of the gas main.

When this wall was demolished, it was found that wall had a cosmetic layer of concrete and steel rods in only the top course of the blocks. i.e. it was not a structural wall which could have borne the weight of the gas main inlet.

This wall was rebuilt as a concrete core filled steel rod reinforced wall, with the gas main inlet remounted with better fittings.

7. Discussion on future feasibility study on electrical infrastructure and fire safety upgrades for electric hot water and electric vehicle charging

Members noted the ACT Government has mandated the phase out of natural gas as an energy source by 2045. Members noted UP12292 has a central gas hot water system which it will need to migrate to an electric hot water system.

It was noted recent media reports indicate the ACT Government has conceded the gas network in the ACT will be shut off many years before 2045, when it becomes economically unviable for the gas utilities to maintain the network.

Members noted UP12292 will need to ascertain the hot water electrical infrastructure upgrades and the gas infrastructure decommissioning requirements for the building. UP12292 will also need to ascertain the electrical infrastructure and fire safety equipment upgrades for the building to install electric vehicle (EV) charging points.

Members discussed issues with hot water, EVs, charging and electrical infrastructure. The following issues were noted:

A. The state of the electrical infrastructure at the complex for electric hot water and EV charging

The existing electrical infrastructure at the complex has not been designed for electric hot water nor multiple units charging EVs. A feasibility study would ascertain the state of the complex's existing electrical infrastructure and what would be required to upgrade the infrastructure on the common property to support these needs. This would be a cost borne by UP12292 and all owners through their levies. Each unit would bear its own cost for installing the necessary EV charging electrical infrastructure at its unit.

It was noted a central electric water system will require the installation of a very large water tank so that there is a thermal mass of hot water to draw on. Structural and space requirements may mean the tank could only be located in the basement.

Even if the complex's electrical infrastructure was upgraded to cater for electric hot water and EV charging, there is no guarantee the complex will receive sufficient power for these needs unless electricity utilities also undertake the necessary electrical generation/transmission line/substation/transformer upgrades etc to deliver sufficient electricity to the Macquarie area.

B. EV fire safety issues

It was noted there are considerable technical, legal and insurance issues with EVs being parked on or charged on site, as there is not an insignificant risk from electric vehicle battery fires. Such fires are extremely difficult to extinguish, can burn for days and emit toxic fumes. An EV fire onsite could require the evacuation of the building.

On 20.12.22 the Australasian Fire and Emergency Service Authorities Council Limited (AFAC) published a paper entitled Electric Vehicles and EV Charging Equipment in the Built Environment. See: [https://www.afac.com.au/auxiliary/article/electric-vehicles-\(ev\)-and-ev-charging-equipment-in-the-built-environment](https://www.afac.com.au/auxiliary/article/electric-vehicles-(ev)-and-ev-charging-equipment-in-the-built-environment)

AFAC considers EVs to be a special hazard under the National Construction Code. AFAC notes consideration needs to be given to the following matters regarding EVs:

- Location of EV charging stations and the proximity to other vehicles, exits, other fire safety systems, building utilities and critical infrastructure. Note: open air or external charging points should always be considered before installation of internal charging points.
- Establishing that the appropriate fire resistance (FRL) is applied to building elements.
- Suitability of fire safety systems and their location in proximity to the risk, including fire hydrants, fire detection systems, occupant warning systems, automatic fire sprinkler systems, and ventilation and smoke hazard management systems.

- The adequacy of vehicle separation to prevent fire spread with respect to directional flame jetting in EV fires.
- Intervention capabilities of the local fire authority
- Potential for contaminated fire-water run-off
- Provision of remote emergency shutdown controls and/or automatic shutdown for EV charging stations.
- Vehicle impact protection (e.g. bollards) for EV charging stations.
- Application of any best practice standards for EV charging equipment.
- Implementation of a regular maintenance schedule for EV charging equipment.

It was noted:

- UP12292 will consider budgeting expenditure next year, 2024-25, to commission expert advice on what UP12292 needs to do for these matters.
- a 70 unit building in the ACT had received expert advice that the cost of upgrading its electrical infrastructure just for EV charging was \$440,000, plus \$5,000 per charging point installed.
- a 110 unit building in the ACT had received expert advice that the cost of upgrading its electrical infrastructure, just for hot water electrification, was in excess of \$700,000.

8. Paying levy contributions on time and in full

Members noted UP12292's budgets and levies are set each year on the assumption that all units will pay their levies on time and in full so that UP12292 can pay its costs, in order to provide services such as insurance, water supply cleaning and gardening to UP12292 owners.

If some units consistently do not pay their levies on time and in full, then the levies all units pay must increase more than necessary, to offset the shortfall in levies from those units which do not pay their levies on time and in full. It is critical that all units pay their levies on time and in full as UP12292 has inadequate financial reserves to fund any shortfall in budgeted levies.

Mr Mansfield noted UP12292's bank balance dropped to zero last week, due to a number of units not paying their levies.

Mr Huggan proposed that any unit which falls into arrears on any of its levy instalments, shall be liable to pay its entire year's levies immediately. This will not apply to any satisfactory payment arrangement for paying arrears. Members agreed with this, which was formalised in the following motion.

(Ordinary Resolution pursuant to sections 79, 80, 90 and 91 of the Act requiring a simple majority to be adopted)

Motion: Any member of the Corporation of The Owners – Units Plan No.12292 who does not pay their contribution instalment or any other monies owing to the Corporation in full within 14 days of the due date for payment, shall be liable to pay the balance of their annual levy contribution for the Corporation's financial year immediately. This provision will not apply to any member who complies with a written payment arrangement agreed to by UP12292's managing agent for paying their contribution arrears.

Moved: Ms Walker

Seconded: Mr James

CARRIED UNANIMOUSLY

It was noted any cost UP12292 incurs for taking action to enforce the collection of overdue levy contributions or other monies owing to it, such as legal costs or debt recovery costs, is payable by the unit which caused the cost.

9. 2022-23 Financial Statement

Members discussed, noted and adopted UP12292's 2022-23 financial statement at Paper 3.

10. 2023-24 Budget

Members discussed at length the 2023-24 General (Administrative) and Sinking Fund budgets and levy contributions proposed by the Committee in Paper 3.

It was noted:

- the Committee had worked to develop a realistic budget for UP12292's 2023-24 financial year for the period 1.8.23-31.7.24.
- a 40% increase in levy contributions is proposed for 2023-24 so that UP12292 can meet its costs.
- UP12292 also needs to begin building up its Sinking Fund balance, so that it will have the funds to undertake the likes of any repairs, building defect rectification works and the eventual replacement of the elevators.

General (Administrative) Fund

Motion 1 in the notice of the AGM

(Ordinary Resolution pursuant to section 75 of the Act requiring a simple majority to be adopted)

Motion: *That the GST inclusive General (Administrative) Fund budget of the Corporation of The Owners - Units Plan No.12292 for the period 1 August 2023 to 31 July 2024 raise \$269,487.68 and expend \$242,363.40 as near as practicable to the estimated income and expenditure listed in Paper 3.*

Moved: Mr Huggan

Seconded: Ms Walker

CARRIED UNANIMOUSLY

Motion 2 in the notice of the AGM

(Ordinary Resolution pursuant to section 75 of the Act requiring a simple majority to be adopted)

Motion: *That the GST inclusive General (Administrative) Fund contribution for the Corporation of The Owners - Units Plan No.12292 for the period 1 August 2023 to 31 July 2024 be set at \$254,400.00 to be contributed by members in proportion to their unit entitlement, in one instalment of \$45,500.00 payable by 1 September 2023 and three equal instalments of \$69,766.67 each payable by 1 December 2023, 1 March 2024 and 1 June 2024.*

Moved: Mr Huggan

Seconded: Ms Walker

CARRIED UNANIMOUSLY

Sinking Fund

Motion 3 in the notice of the AGM

(Ordinary Resolution pursuant to section 86 of the Act requiring a simple majority to be adopted)

Motion: *That the existing Sinking Fund Plan of the Corporation of The Owners - Units Plan No.12292 be amended so that for the Corporation's 2023-24 financial year, the Sinking Fund income and expenditure be that as shown in Paper 3.*

Moved: Mr Huggan

Seconded: Ms Walker

CARRIED UNANIMOUSLY

Motion 4 in the notice of the AGM

(Ordinary Resolution pursuant to section 86 of the Act requiring a simple majority to be adopted)

Motion: *That the Sinking Fund budget of the Corporation of The Owners - Units Plan No.12292 for the period 1 August 2023 to 31 July 2024 raise \$73,933.00 and expend \$36,500.00 as near as practicable to the estimated income and expenditure listed in Paper 3.*

Moved: Mr Huggan

Seconded: Ms Walker

CARRIED UNANIMOUSLY

Motion 5 in the notice of the AGM

(Ordinary Resolution pursuant to sections 83 and 87 of the Act requiring a simple majority to be adopted)

Motion: *That the Sinking Fund contribution for the Corporation of The Owners - Units Plan No.12292 for the period 1 August 2023 to 31 July 2024 be set at \$73,833.00 to be contributed by members in proportion to their unit entitlement, in one instalment of \$13,184.50 payable by 1 September 2023 and three equal instalments of \$20,216.17 each payable by 1 December 2023, 1 March 2024 and 1 June 2024.*

Moved: Mr Huggan

Seconded: Ms Walker

CARRIED UNANIMOUSLY

11. Consideration of remaining statutory agenda items under the Unit Titles (Management) (Meeting Agenda) Guidelines 2020

Members noted the Act requires UP12292 to consider particular matters at the AGM, if these matters are not already dealt with under other agenda items at the AGM. After consideration of the following matters, members unanimously agreed there was no action required by UP12292 at this item:

- Maintenance issues (new or outstanding), including maintenance contracts coming up for renewal.
- Insurance claims (new or outstanding – none are known of).
- Consideration of physical building structural defects.
- Maintenance schedule/plan – review.
- Whether maintenance schedule requires updating in light of new circumstances.
- Fire safety review – provision and compliance with national construction code fire safety requirements.
- Adequacy of authorisations, delegations, appointments.

12. Insurance information

Members noted the information at Paper 4 on the building insurance for their unit property and insurance for the common property, along with the insurance certificate of currency.

13. Election of the Executive Committee

At the closing date for nominations for the Executive Committee, nominations were received Mr Huggan, Mr James, Ms Southwell, Ms Schoenberg, Mr Trent van Zweeden and Ms Walker.

Members agreed to have a Committee of six persons rather than five.

Motion 6 in the notice of the AGM (as amended)

(Ordinary Resolution pursuant to section 39(2)(b)(i) of the Act requiring a simple majority to be adopted)

Motion: *That the Executive Committee of the Corporation of The Owners - Units Plan No.12292 be comprised of six members until the Executive Committee elected at the next Annual General Meeting of the Corporation takes office.*

Moved: Mr Huggan

Seconded: Ms Walker

CARRIED UNANIMOUSLY

Mr Huggan, Mr James, Ms Southwell, Ms Schoenberg Mr Trent van Zweeden and Ms Walker were declared elected to the Committee.

14. Other business

Members discussed the following matters:

- No parking on the verge. It is not a loading zone. All residents are asked to contact Access Canberra on 13 22 81 or <https://www.accesscanberra.act.gov.au/city-services/fix-my-street> to have loading zone parking for the building made available on the street.
- Dumping of non-general waste in hopper room. Residents must make their own arrangements for disposing of the likes of furniture and white goods. These items are not to be left in the hopper room. Please also crush empty boxes before putting them in the recycle bin.
- Volume dial on intercom handset in each unit. Check the volume dial is up before escalating any handset fault issues.
- Close the pedestrian gate latches shut when using the gates.

A letter from Ms Allan was read out raising concerns about units drying washing. Members noted residents are permitted to dry washing on their unit balconies or courtyards provided it does not overhang the balcony or courtyard. Courtyard units are also permitted to have clothes lines fastened to the external wall.

The meeting closed at 7:55pm.

NOTICE OF THE 2023 ANNUAL GENERAL MEETING OF THE OWNERS - UNITS PLAN No.12292
(Banksii, 15 Bowman Street, Macquarie ACT 2614)

The Executive Committee of The Owners – Units Plan No.12292 (UP12292) has called the
2023 UP12292 Annual General Meeting (AGM) for
6:00pm, Wednesday 1 November 2023
at the Catchpole Room, Southern Cross Club, Jamison
corner of Catchpole and Bowman Streets, Macquarie ACT 2614

**There is also an online/telephone option to participate in the meeting.
Details of how to participate in this way are on Page 4 of this notice.**

As a member or as an authorised representative of a member of UP12292, you are entitled to attend the AGM.

You are entitled to vote at the AGM and nominate for the Executive Committee provided you owe no monies to UP12292. The units listed at the end of this notice will not have a vote at the AGM, unless they have paid the monies they owe to UP12292 prior to the AGM.

At least half of the units of UP12292 must be represented at the meeting for there to be a standard quorum. If a standard quorum is not present, the meeting will proceed with a reduced quorum in accordance with section 3.9(2) of Schedule 3 of the *Unit Titles (Management) Act 2011* (ACT) (the Act), after waiting the requisite 30 minutes for a standard quorum to be obtained. If you cannot attend the meeting, you can vote on the motions to be considered at the meeting using the enclosed proxy and absentee voting form.

AGENDA

1. **Opening of meeting by Executive Committee Chair**
2. **Acceptance of proxies and absentee votes**
3. **Apologies**
4. **Verification of minutes of the Annual General Meeting held on 19 October 2022 – see Paper 2**
5. **Matters arising from the minutes of the 19 October 2022 Annual General Meeting**
6. **Building Defect Discussion**
UP12292 has engaged structural engineer Mr Adrian Lewis, to scope a number of specific building defect matters. Mr Lewis is anticipated to attend the AGM to discuss these matters in more detail.
7. **Discussion on future feasibility study on electrical infrastructure and fire safety upgrades for electric hot water and electric vehicle charging**
The ACT Government has mandated the phase out of reticulated natural gas as an energy source by 2045. Recent media reports indicate the gas network in the ACT will be shut off many years before this if it becomes economically unviable for the gas utilities to maintain the network.

UP12292 has a central gas hot water system which in due course it will need to migrate to an electric hot water system. UP12292 needs to ascertain the hot water electrical infrastructure upgrades and the gas infrastructure decommissioning requirements for the building.

At the same time UP12292 also needs to ascertain the electrical infrastructure and fire safety equipment upgrades for the building to install electric vehicle charging points. This issue is likely to arise a lot sooner than the hot water issue.

Ascertaining the impact on UP12292 of both these matters needs to be done together.

Discussion will be held UP12292 budgeting expenditure next year, 2024-25, to commission expert advice on what UP12292 needs to do for these matters.

8. Paying levy contributions on time and in full

UP12292's budgets and levies are set each year on the assumption that all units will pay their levies on time and in full so that UP12292 can pay its costs in order to provide services such as insurance, water supply and gardening to UP12292 owners. If some units consistently do not pay their levies on time and in full, then the levies all units pay must increase more than necessary, to offset the shortfall in levies from those units which do not pay their levies on time and in full. It is critical that all units pay their levies on time and in full as UP12292 has inadequate financial reserves to fund any shortfall in budgeted levies.

9. 2022-23 Financial Statement - see 2022-23 actual income and expenditure in Paper 3.

10. 2023-24 Budget - see 2023-24 proposed income, expenditure and contributions in Paper 3.

At the close of UP12292's 2022-23 financial year on 31.7.23, UP12292 had actual cash of \$5,261.99 in its Administrative Fund and \$433.39 in its Sinking Fund. UP12292 should have a float of at least 40% of its Administrative Fund levies and be building its Sinking Fund.

The Committee has worked to develop a realistic budget for UP12292's 2023-24 financial year for the period 1.8.23-31.7.24 as more knowledge is gained on the actual costs of maintaining the building. This entails a proposed 40% increase in levy contributions for 2023-24 so that UP12292 can meet its recurrent costs. UP12292 also needs to begin building up its Sinking Fund balance, so that it will have the funds to undertake the likes of any repairs, building defect rectification works and the eventual replacement of the elevators.

General (Administrative) Fund

Motion 1 - To consider the following motion proposed by the Executive Committee, which requires an ordinary resolution pursuant to section 75 of the Act carried by a simple majority to be adopted:

"That the GST inclusive General (Administrative) Fund budget of the Corporation of The Owners - Units Plan No.12292 for the period 1 August 2023 to 31 July 2024 raise \$269,487.68 and expend \$242,363.40 as near as practicable to the estimated income and expenditure listed in Paper 3."

Motion 2 - To consider the following motion proposed by the Executive Committee, which requires an ordinary resolution pursuant to section 78(2)(a) of the Act carried by a simple majority to be adopted:

"That the GST inclusive General (Administrative) Fund contribution for the Corporation of The Owners - Units Plan No.12292 for the period 1 August 2023 to 31 July 2024 be set at \$254,400.00 to be contributed by members in proportion to their unit entitlement, in one instalment of \$45,500.00 payable by 1 September 2023 and three equal instalments of \$69,766.67 each payable by 1 December 2023, 1 March 2024 and 1 June 2024."

Sinking Fund

Motion 3 - To consider the following motion proposed by the Executive Committee, which requires an ordinary resolution pursuant to section 86 of the Act carried by a simple majority to be adopted:

"That the existing Sinking Fund Plan of the Corporation of The Owners - Units Plan No.12292 be amended so that for the Corporation's 2023-24 financial year, the Sinking Fund income and expenditure be that as shown in Paper 3."

Motion 4 - To consider the following motion proposed by the Executive Committee, which requires an ordinary resolution pursuant to sections 83 and 87 of the Act carried by a simple majority to be adopted:

"That the Sinking Fund budget of the Corporation of The Owners - Units Plan No.12292 for the period 1 August 2023 to 31 July 2024 raise \$73,933.00 and expend \$36,500.00 as near as practicable to the estimated income and expenditure listed in Paper 3."

Motion 5 - To consider the following motion proposed by the Executive Committee, which requires an ordinary resolution pursuant to section 89(2) of the Act carried by a simple majority to be adopted:

"That the Sinking Fund contribution for the Corporation of The Owners - Units Plan No.12292 for the period 1 August 2023 to 31 July 2024 be set at \$73,833.00 to be contributed by members in proportion to their unit entitlement, in one instalment of \$13,184.50 payable by 1 September 2023 and three equal instalments of \$20,216.17 each payable by 1 December 2023, 1 March 2024 and 1 June 2024."

11. Consideration of remaining statutory agenda items under the *Unit Titles (Management) (Meeting Agenda) Guidelines 2020*

The Act requires UP12292 to consider particular matters at the AGM, if these matters are not already dealt with under other agenda items at the AGM. The following matters are not necessarily considered at other agenda items:

- Maintenance issues (new or outstanding), including maintenance contracts coming up for renewal.
- Insurance claims (new or outstanding).
- Consideration of physical building structural defects.
- Maintenance schedule/plan – review.
- Whether maintenance schedule requires updating in light of new circumstances.
- Fire safety review – provision and compliance with national construction code fire safety requirements.
- Adequacy of authorisations, delegations, appointments.

The above matters are not necessarily relevant to UP12292 and may require no action to be taken by UP12292.

12. Insurance information

Refer to Paper 4 for information on your building insurance for your unit property and insurance for the common property, along with the insurance certificate of currency.

13. Election of the Executive Committee

Paper 5 has excerpts from the Act regarding the obligations a person has when serving on the Committee.

Motion 6 - To consider the following motion proposed by the Executive Committee, which requires an ordinary resolution pursuant to section 39(2)(b)(i) of the Act carried by a simple majority to be adopted: *“That the Executive Committee of the Corporation of The Owners - Units Plan No.12292 be comprised of five members until the Executive Committee elected at the next Annual General Meeting of the Corporation takes office.”*

If you wish to nominate for a position on the Executive Committee, whether or not you will be attending the AGM, you must use the nomination form at Paper 6. Nominations must be received by 5:00pm, 31 October 2023. **To be eligible to nominate, you must be an owner of a UP12292 unit (i.e. your name must be on the title for your unit) and have paid any monies you owe to UP12292 by the time nominations close.**

14. Other business

- Visitor vehicle parking.
- Dumping of non-general waste.
- Volume dial on intercom handset.
- Closing gate latches shut.
- No parking on verge.

The Executive Committee
The Owners - Units Plan No.12292
16 October 2023

Papers included with the AGM notice

AGM Paper Number	Description
2	Minutes of 19 October 2022 Annual General Meeting
3	UP12292 2022-23 financial statement and 2023-24 proposed budget and contributions
4	Information on your building insurance for your unit property and insurance certificate of currency
5	Excerpts from the Act regarding Committee member obligations
6	Committee nomination form
7	Absentee voting form
8	Proxy form

List of Units Owing Monies to UP12292 as at the date of the AGM Notice

<i>Unit No</i>	<i>Amount Owing</i>
52	\$1,891.09
73	\$2,676.70

Online/Telephone Meeting Option

You can also join the meeting from 5:55pm on 1 November 2023 by either internet, video system, or telephone.

Join by Internet

Meeting link:

<https://capitalstratamanagementservices.my.webex.com/capitalstratamanagementservices.my/j.php?MTID=m626ece7aa4842e1988ad6a74d33a6913>

Meeting number:

2652 273 5780

Password:

8SAfpu7X3Yx (87237879 from phones and video systems)

Join by a video system

Dial 26522735780@webex.com

You can also dial 210.4.202.4 and enter your meeting number.

Join by telephone

Phone Number: 02 9338 2221

Access code: 2652 273 5780

Password: 87237879

The Owners - Units Plan No.12292
2022-2023 GST Inclusive General (Administrative) Fund Financial Statement
and 2023-24 GST Inclusive General (Administrative) Fund Budget

<i>Description</i>	2022-23 Actuals 1/8/22 – 31/7/23	2022-23 Approved Budget 1/8/22- 31/7/23	2023-24 Budget 1/8/23- 31/7/24	Comments
INCOME				
Contributions	181,916.12	178,454.03	253,661.09	The Committee propose the 2023-24 contribution be \$254,400 in order to meet UP12292's recurrent costs and start building a float. The amount to be raised in 2023-24 will be reduced by the units in credit at 31.7.23 which were: u9 - \$0.97; u30 - \$1.69; u44 - \$768.77; u62 - \$313.37; u69 - \$54.11.
Contributions due from previous years	3,769.26	3,769.26	13,217.59	At 31.7.23 outstanding contributions were: u13 - \$768.76; u14 - \$1,627.93; u16 - \$768.41; u21 - \$850.92; u52 - \$3,091.09; u65 - \$2,600.46; u73 - \$2,676.70; u74 - \$833.32. \$8,649.80 has been collected year to date.
Debt recovery costs recovered	637.00	1,000.00	2,000.00	Provision for expected recovery of debt collection costs
Interest income	447.49	0.00	400.00	
Key, lock & fob Income	1,975.00	0.00	0.00	
Late fees collected	1,760.00	0.00	0.00	
Cost recovery	0.00	209.00	209.00	Recovery of NBN connection cost from u56.
Taxation refunds	0.00	0.00	0.00	
Total Income	190,504.87	183,432.29	269,487.68	
EXPENDITURE				
Accounting costs	605.00	1,045.00	1,265.00	A tax agent must be used to lodge UP12292's GST and income tax returns as the ATO will not deal with UP12292 otherwise.
Audit costs	0.00	0.00	2,000.00	Provision for audit in 2023-24 to comply with legislative requirements.
Banking costs	110.00	120.00	110.00	
Cleaning/building manager	33,889.22	30,000.00	0.00	Costs for previous LJ Hooker related party contractor.
Cleaning supplies	267.91	267.91	0.00	Costs charged by previous LJ Hooker related party contractor.
Cleaning	10,677.32	0.00	80,790.90	New cleaner commenced March 2023 on greater scope of works at \$5,338.66 per month. Insufficient funds to pay May-July invoices in 2022-23, which will be paid in 2023-24.
Consultant fees	2,200.00	3,200.00	0.00	2022-23 cost for lift consultant \$2,200.
Debt recovery costs incurred	637.00	1,000.00	2,000.00	Provision for debt recovery action against delinquent units owing levies.
Electricity consumption	9,976.03	16,000.00	11,000.00	
Fire panel monitoring	953.34	2,200.00	0.00	
Fire protection equipment servicing and monitoring	9,625.21	1,500.00	11,100.00	2022-23 costs included legacy invoices owing to O'Neill & Brown organised under LJ Hooker's management (\$4223.60). Cost now \$2,756.68 per quarter with FS Solutions, including monitoring.
Fire protection – false alarm call out charges	0.00	0.00	0.00	False alarm call out charges will be invoiced to the unit causing the alarm where this can be identified.

Garage vehicle door maintenance	0.00	1,440.00	1,440.00	
Gardening	8,218.64	5,000.00	16,100.00	New cleaner commenced March 2023 on greater scope of works at \$1,334.66 per month.
Gutter cleaning	990.00	0.00	2,000.00	
Intercom repairs	3,891.44	0.00	1,000.00	2022-23 costs incurred from Fermax for remediating intercom problems.
Insurance excesses	0.00	1,000.00	2,000.00	One general insurance claim excess budgeted.
Insurance premium	27,745.34	35,000.00	34,000.00	
Key, lock & fob expenses	2,717.10	1,000.00	0.00	
Late fees paid	1,760.00	0.00	0.00	
Lift maintenance	12,439.64	12,000.00	13,200.00	Fee charged by New Lift Co
Lift telephony	1,980.00	1,980.00	1,980.00	Fee charged by Lift Connect.
Lift registration fee	0.00	0.00	0.00	
Management Fees – LJ Hooker	2,720.00	2,500.00	0.00	
Management fees - CSMS	24,222.92	27,139.72	30,607.50	2022-23 management commenced 28.9.22.
Management fees - work out of scope	6,723.73	1,650.00	3,520.00	Additional costs due to dealing with building defects and onsite attendances with contractors.
Title search fees	64.00	0.00	0.00	
Pest control	0.00	1,000.00	1,000.00	
Postage	1,298.36	1,000.00	1,300.00	
Printing	11.25	0.00	0.00	
Repairs & maintenance - general	248.40	242.00	0.00	Sinking Fund item from 2022-23.
Repairs & maintenance - NBN connection	209.00	209.00	0.00	UP12292 appears to have paid for u56 NBN connection.
Repairs & maintenance - plumbing	6,098.31	0.00	0.00	2022-23 costs included legacy invoices owing to O'Neill & Brown organised under LJ Hooker's management. Sinking Fund item from 2023-24.
Roof access system certification	1,050.50	1,000.00	1,200.00	
Rubbish removal	1,122.00	500.00	1,000.00	The cost of inappropriate rubbish dumping will be recovered
Sundry items	0.00	220.00	0.00	
Taxation payments - income tax & GST	6,319.00	7,900.00	8,500.00	UP12292 pays tax at the rate of 30% on interest income, less the cost of managing its tax affairs. UP12292 also pays quarterly GST instalments on its levy income, less any input tax credits it receives.
Venue hire	250.00	250.00	250.00	
Water consumption	13,618.84	16,000.00	15,000.00	UP12292 pays for the aggregate water consumption of all 75 units and the common property. Icon Water separately invoices individual units a quarterly water supply charge of around \$185.
Total Expenditure	192,639.50	172,363.63	242,363.40	
OPENING BALANCE	(17,408.93)	(17,408.93)	5,261.99	
TRANSFERS	24,805.55	24,805.55	0.00	2022-23 transfer from Sinking Fund as the Administrative Fund was insolvent.
NET INCOME (Income – Expenditure)	(2,134.63)	11,068.66	27,124.28	
CLOSING BALANCE	5,261.99	18,465.28	32,386.27	UP12292 needs a sufficient float of around half its Administrative Fund levies to pay expenses before the next round of contributions are received and to pay

unexpected expenses.

The Owners - Units Plan No.12292
2022-23 GST Inclusive Sinking Fund Financial Statement
and 2023-24 GST Inclusive Sinking Fund Budget

<i>Description</i>	<i>2022-23 Actuals 1/8/22 – 31/7/23</i>	<i>2022-23 Approved Budget 1/8/22- 31/7/23</i>	<i>2023-24 Budget 1/8/23- 31/7/24</i>	<i>Comments</i>
INCOME				
Contributions	39,553.50	32,738.00	53,833.00	The Committee propose the 2023-24 contribution be \$73,833 with \$20,000 of this amount hypothecated to saving for the replacement of the elevators.
Contributions due from previous years	0.00	0.00	0.00	At 31.7.23 outstanding contributions were nil.
Elevator replacement provision contribution	0.00	20,000.00	20,000.00	Lift consultant assessment of lifts advised, with proper maintenance, lifts may have a remaining life span of up to 11 years before needing replacement. The likely cost of replacement will be at least \$230,000 - \$250,000 per lift, ex GST (in 2022 dollars). UP12292 began raising monies from 2022-23 to save for the eventual lift replacement.
Interest income	89.69	100.00	100.00	
Total Income	39,643.19	52,838.00	73,933.00	
EXPENDITURE				
Building defect scoping and rectification work	10,067.00	14,000.00	10,000.00	2022-23 costs for water leak and building repairs to various units. 2023-24 costs need to provision for: <ul style="list-style-type: none"> • Waterproofing of gas plant room • Sub basement retention tank drainage defect rectification. • Bin room drainage issues. • Roof drainage and downpipe capacity. The \$10,000 budgeted is a nominal figure given budget constraints.
Electrical repairs	1,235.59	4,000.00	15,000.00	Includes replacement of failed lighting in the basement and bin room with better quality lights.
Elevator repairs	0.00	0.00	0.00	
Fire protection equipment replacement	4,714.51	1,000.00	3,000.00	Does not include emergency lighting.
Fire evacuation plans	0.00	0.00	2,000.00	
Garage vehicle entrance door repairs	621.50	1,000.00	1,000.00	
Gas mains inlet emergency repair works	13,857.61	0.00	0.00	2022-23 costs for demolishing and rebuilding wall on which gas mains inlet for the building is mounted. Wall was collapsing from original construction defect, risking catastrophic hazard from bursting of gas main.
Gutter cleaning	0.00	2,000.00	0.00	
Lock repairs & replacement	6,926.09	2,000.00	0.00	Upgrade of common property access gate and door locks to restricted key system and issuing 2 restricted keys per unit.
Plumbing repairs	1,232.00	2,000.00	2,000.00	
Roofing repairs	555.50	3,500.00	4,500.00	

Total Expenditure	39,209.80	29,500.00	36,500.00	
OPENING BALANCE	24,805.55	24,805.55	433.39	
TRANSFERS	(24,805.55)	(24,805.55)	0.00	2022-23 transfer to General (Administrative) Fund as it was insolvent
NET INCOME (Income – Expenditure)	433.39	23,338.00	37,433.00	
CLOSING BALANCE	433.39	23,338.00	37,866.39	

The Owners – Units Plan No.12292 2023-24 GST Inclusive Levy Contributions

For the period 1 August 2023 to 31 July 2024

Unit No	Unit Entitlement	2023-24 General (Administrative) Fund Contribution	2023-24 Sinking Fund Contribution	2023-24 Total Contribution	Total Contribution instalment due by 1.9.23	Total Contribution instalment due by each of 1.12.23, 1.3.24 & 1.6.24
1	131	3,337.88	967.21	4,305.09	768.77	1178.78
2	131	3,337.88	967.21	4,305.09	768.77	1178.78
3	145	3,694.60	1,070.58	4,765.18	850.93	1304.75
4	106	2,700.88	782.63	3,483.51	622.06	953.82
5	106	2,700.88	782.63	3,483.51	622.06	953.82
6	145	3,694.60	1,070.58	4,765.18	850.93	1304.75
7	200	5,096.00	1,476.66	6,572.66	1173.69	1799.66
8	92	2,344.16	679.26	3,023.42	539.90	827.84
9	91	2,318.68	671.88	2,990.56	534.03	818.84
10	92	2,344.16	679.26	3,023.42	539.90	827.84
11	202	5,146.96	1,491.43	6,638.39	1185.43	1817.65
12	215	5,478.20	1,587.41	7,065.61	1261.72	1934.63
13	131	3,337.88	967.21	4,305.09	768.77	1178.78
14	107	2,726.36	790.01	3,516.37	627.92	962.82
15	142	3,618.16	1,048.43	4,666.59	833.32	1277.76
16	131	3,337.88	967.21	4,305.09	768.77	1178.78
17	131	3,337.88	967.21	4,305.09	768.77	1178.78
18	145	3,694.60	1,070.58	4,765.18	850.93	1304.75
19	106	2,700.88	782.63	3,483.51	622.06	953.82
20	106	2,700.88	782.63	3,483.51	622.06	953.82
21	145	3,694.60	1,070.58	4,765.18	850.93	1304.75
22	200	5,096.00	1,476.66	6,572.66	1173.69	1799.66
23	92	2,344.16	679.26	3,023.42	539.90	827.84
24	91	2,318.68	671.88	2,990.56	534.03	818.84
25	92	2,344.16	679.26	3,023.42	539.90	827.84
26	200	5,096.00	1,476.66	6,572.66	1173.69	1799.66
27	215	5,478.20	1,587.41	7,065.61	1261.72	1934.63
28	131	3,337.88	967.21	4,305.09	768.77	1178.78
29	107	2,726.36	790.01	3,516.37	627.92	962.82
30	142	3,618.16	1,048.43	4,666.59	833.32	1277.76
31	91	2,318.68	671.88	2,990.56	534.03	818.84
32	131	3,337.88	967.21	4,305.09	768.77	1178.78
33	131	3,337.88	967.21	4,305.09	768.77	1178.78
34	145	3,694.60	1,070.58	4,765.18	850.93	1304.75
35	106	2,700.88	782.63	3,483.51	622.06	953.82
36	106	2,700.88	782.63	3,483.51	622.06	953.82
37	145	3,694.60	1,070.58	4,765.18	850.93	1304.75
38	200	5,096.00	1,476.66	6,572.66	1173.69	1799.66
39	92	2,344.16	679.26	3,023.42	539.90	827.84
40	92	2,344.16	679.26	3,023.42	539.90	827.84
41	92	2,344.16	679.26	3,023.42	539.90	827.84
42	205	5,223.40	1,513.58	6,736.98	1203.03	1844.65
43	215	5,478.20	1,587.41	7,065.61	1261.72	1934.63
44	131	3,337.88	967.21	4,305.09	768.77	1178.78

Unit No	Unit Entitlement	2023-24 General (Administrative) Fund Contribution	2023-24 Sinking Fund Contribution	2023-24 Total Contribution	Total Contribution instalment due by 1.9.23	Total Contribution instalment due by each of 1.12.23, 1.3.24 & 1.6.24
45	107	2,726.36	790.01	3,516.37	627.92	962.82
46	142	3,618.16	1,048.43	4,666.59	833.32	1277.76
47	91	2,318.68	671.88	2,990.56	534.03	818.84
48	131	3,337.88	967.21	4,305.09	768.77	1178.78
49	131	3,337.88	967.21	4,305.09	768.77	1178.78
50	145	3,694.60	1,070.58	4,765.18	850.93	1304.75
51	106	2,700.88	782.63	3,483.51	622.06	953.82
52	106	2,700.88	782.63	3,483.51	622.06	953.82
53	145	3,694.60	1,070.58	4,765.18	850.93	1304.75
54	200	5,096.00	1,476.66	6,572.66	1173.69	1799.66
55	92	2,344.16	679.26	3,023.42	539.90	827.84
56	92	2,344.16	679.26	3,023.42	539.90	827.84
57	92	2,344.16	679.26	3,023.42	539.90	827.84
58	205	5,223.40	1,513.58	6,736.98	1203.03	1844.65
59	215	5,478.20	1,587.41	7,065.61	1261.72	1934.63
60	131	3,337.88	967.21	4,305.09	768.77	1178.78
61	107	2,726.36	790.01	3,516.37	627.92	962.82
62	142	3,618.16	1,048.43	4,666.59	833.32	1277.76
63	91	2,318.68	671.88	2,990.56	534.03	818.84
64	145	3,694.60	1,070.58	4,765.18	850.93	1304.75
65	106	2,700.88	782.63	3,483.51	622.06	953.82
66	106	2,700.88	782.63	3,483.51	622.06	953.82
67	145	3,694.60	1,070.58	4,765.18	850.93	1304.75
68	92	2,344.16	679.26	3,023.42	539.90	827.84
69	92	2,344.16	679.26	3,023.42	539.90	827.84
70	205	5,223.40	1,513.58	6,736.98	1203.03	1844.65
71	215	5,478.20	1,587.41	7,065.61	1261.72	1934.63
72	131	3,337.88	967.21	4,305.09	768.77	1178.78
73	107	2,726.36	790.01	3,516.37	627.92	962.82
74	142	3,618.16	1,048.43	4,666.59	833.32	1277.76
75	91	2,318.68	671.88	2,990.56	534.03	818.84
Total	10,000	254,800.00	73,833.00	328,633.00	58,684.50	89,982.83

MINUTES OF THE 2024 ANNUAL GENERAL MEETING OF THE OWNERS - UNITS PLAN No.12292

(Banksii, 15 Bowman Street, Macquarie ACT 2614)

Held: 6:00pm, Wednesday 7 November 2024
Catchpole Room Southern Cross Club, Jamison
corner of Catchpole and Bowman Streets, Macquarie ACT 2614
and via telephone/internet Webex webinar Meeting number 2651 849 2613

Members Present:

Name	Unit No.
Mr Angus Storman	5
Ms Anne McKinley	6
Mr Allen Davis	10
Mr Andrew Woodward, Ms Collette Berryman	11
Mr John Clifford, Ms Rebekah Clifford	12
Ms Sarah Malam	13
Ms Lauren Allan	29
Ms Anne Southwell	30
Mr Simon Wang	35
Ms Lynette Heffernan	42
Mr Nicholas Standish	43
Ms Sylvia Skukan	45
Mr Harrison Enright	51
Ms Margita Jakovics, Ms Juris Jakovics	53
Ms Elizabeth Yuncken	54
Mr Juliah Wellspring	58
Ms Mary Horsham	59
Mr David Smith	60
Mr Donald James, Ms Violet James	62
Katanchalee Chuaywongyart	63
Ms Kay D'Arny	64
Mr John Robertson, Ms Jillian Robertson	67
Mr Keith Pantlin	68
Mr Brenda Walker	70
Mr Keith Huggan, Ms Ruth Gallagher	71

Absentee votes: Absentee votes were received from the following members casting an absentee vote on motions 1-6 in the Annual General Meeting (AGM) notice as follows:

- Mr David Potter & Ms Iris Potter - unit 41, voting for motions 1-6.

Proxies: None.

Quorum: As the persons present at the AGM were entitled to vote in relation to less than half of the units of The Owners – Units Plan No.12292 (UP12292), in accordance with section 3.9(2) of Schedule 3 of the *Unit Titles (Management) Act 2011* (ACT), (the Act), a reduced quorum was present. Motions were considered at the AGM after waiting the requisite 30 minutes.

Guest: Mr Adrian Lewis, structural engineer, Lewis Consulting Engineers, (by Webex).

Owners Corporation Manager: Mr Mark Mansfield from Capital Strata Management Services (CSMS) attended the AGM.

1. Opening of meeting by Executive Committee Chair

The meeting opened at 6:00pm.

As the Act provides for the Chair of the UP12292 Executive Committee to chair general meetings, Mr Huggan chaired the meeting. Mr Huggan opened the meeting and welcomed members to the AGM.

2. Acceptance of absentee votes and proxies

The absentee votes which had been received were read out. They were valid.

3. Apologies

All members providing an absentee vote or proxy; Ms Adria Schoenberg – unit 38.

4. Building Defect Discussion

Mr Lewis, engaged by UP12292 to scope a number of specific building defect matters spoke at length to the meeting and answered questions. The following matters were discussed by Mr Lewis:

- basement and sub soil drainage arrangements including the inadequate capacity of the detention and retention tanks and pumps under the basement slab. These tanks also receive roof drainage run off. Mr Lewis noted he is liaising with potential contractors to develop and price a solution to this problem, which could be in the order of \$100,000 or more to resolve. This issue also causes problems for drainage of the hopper room.
- the guttering and downpipe drainage capacity of the roof not being adequate, as well as sarking and insulation blowing at times out of the roof.
- air conditioning unit drainage for a number of lots being channelled into the party wall between units, rather than being properly plumbed into the building's drainage system. This has been the cause of otherwise hard to detect leaks in some units. It was noted the air conditioning drainage for each unit is for the responsibility of lot owner of the unit to resolve.
- movement of external window frames allowing water penetration into units.
- outdoor roof deck waterproofing inadequacy, which is likely to extend to inadequate balcony waterproofing generally.
- the atrium planter box leaking through the podium.

The solution scoping and ascertaining the cost of remediating these issues is the next step in the rectification process. Mr Lewis left the meeting at around 7:00pm.

5. Verification of minutes of the Annual General Meeting held on 1 November 2023

Motion: *That the minutes of the Annual General Meeting of the Corporation of The Owners – Units Plan No.12292 held on 19 November 2023 be accepted.*

Moved: Mr Huggan

Seconded: Ms Walker

CARRIED UNANIMOUSLY

6. Matters arising from the minutes of the 1 November 2023 Annual General Meeting

Some members asked whether the Committee had progressed consideration of electric vehicle charging arrangements for the building. Mr Huggan noted this was not progressed by the Committee as more pressing building issues are being dealt with.

It was noted a fire safety consultant had inspected the building to ascertain the building's cement sheeting external wall panels are fire safety compliant.

7. Paying levy contributions on time and in full

Members noted UP12292's budgets and levies are set each year on the assumption that all units will pay their levies on time and in full so that UP12292 can pay its costs in order to provide services such as insurance, water supply and gardening to UP12292 owners. If some units consistently do not pay their levies on time and in full, then the levies all units pay must increase more than necessary, to offset the shortfall in levies from those units which do not pay their levies on time and in full. It is critical that all units pay their levies on time and in full as UP12292 has inadequate financial reserves to fund any shortfall in budgeted levies.

8. 2023-24 Financial Statement

The report by the auditor, Corver & Co Chartered Accountants of UP12292's 2023-24 financial statement and 31 July 2024 financial position was tabled. The report noted the financial statements "...gives a true and fair view of the Unit Plan's financial position as at 31 July 2024 and of its performance or the year ended on that date."

Members discussed, noted and adopted UP12292's 2022-23 financial statement at Paper 3.

9. 2024-25 Budget

Members discussed at length the 2024-25 General (Administrative) and Sinking Fund budgets and levy contributions proposed by the Committee in Paper 3.

It was noted:

- the Committee had worked to develop a realistic proposed budget for UP12292's 2024-25 financial year for the period 1.8.24-31.7.25.
- a 30% increase in levy contributions is proposed for 2024-25 so that UP12292 can meet its cost and begin addressing resolve building defect and basement drainage issues.
- UP12292 also needs to begin building up its Sinking Fund balance, so that it will have the funds to undertake the likes of any repairs, building defect rectification works and the eventual replacement of the elevators.
- all things being equal, it is possible levies for 2025-26 may not need to be as high.

General (Administrative) Fund

Motion 1 in the notice of the AGM

(Ordinary Resolution pursuant to section 75 of the Act requiring a simple majority to be adopted)

Motion: *That the GST inclusive General (Administrative) Fund budget of the Corporation of The Owners - Units Plan No.12292 for the period 1 August 2024 to 31 July 2025 raise \$274,554.33 and expend \$243,022.70 as near as practicable to the estimated income and expenditure listed in Paper 3.*

Moved: Mr Huggan

Seconded: Ms Yuncken

CARRIED UNANIMOUSLY

Motion 2 in the notice of the AGM

(Ordinary Resolution pursuant to section 75 of the Act requiring a simple majority to be adopted)

Motion: *That the GST inclusive General (Administrative) Fund contribution for the Corporation of The Owners - Units Plan No.12292 for the period 1 August 2024 to 31 July 2025 be set at \$254,800.00 to be contributed by members in proportion to their unit entitlement, in one instalment of \$69,766.50 by 15 September 2024 and three equal instalments of \$61,677.83 each payable by 1 December 2024, 1 March 2025 and 1 June 2025.*

Moved: Mr Huggan

Seconded: Ms Yuncken

CARRIED UNANIMOUSLY

Sinking Fund

Motion 3 in the notice of the AGM

(Ordinary Resolution pursuant to section 86 of the Act requiring a simple majority to be adopted)

Motion: *That the existing Sinking Fund Plan of the Corporation of The Owners - Units Plan No.12292 be amended so that for the Corporation's 2024-25 financial year, the Sinking Fund income and expenditure be that as shown in Paper 3.*

Moved: Mr Huggan

Seconded: Ms Walker

CARRIED UNANIMOUSLY

Motion 4 in the notice of the AGM

(Ordinary Resolution pursuant to section 86 of the Act requiring a simple majority to be adopted)

Motion: *That the GST inclusive Sinking Fund budget of the Corporation of The Owners - Units Plan No.12292 for the period 1 August 2024 to 31 July 2025 raise \$174,133.00 and expend \$127,200.00 as near as practicable to the estimated income and expenditure listed in Paper 3.*

Moved: Mr Huggan

Seconded: Ms Walker

CARRIED UNANIMOUSLY

Motion 5 in the notice of the AGM

(Ordinary Resolution pursuant to sections 83 and 87 of the Act requiring a simple majority to be adopted)

Motion: *That the GST inclusive Sinking Fund contribution for the Corporation of The Owners - Units Plan No.12292 for the period 1 August 2024 to 31 July 2025 be set at \$173,833.00 to be contributed by members in proportion to their unit entitlement, in one instalment of \$20,216.00 by 15 September 2024 and three equal instalments of \$51,205.67 each payable by 1 December 2024, 1 March 2025 and 1 June 2025.*

Moved: Mr Huggan

Seconded: Ms Walker

CARRIED UNANIMOUSLY

10. Consideration of remaining statutory agenda items under the Unit Titles (Management) (Meeting Agenda) Guidelines 2020

Members noted the Act requires UP12292 to consider particular matters at the AGM, if these matters are not already dealt with under other agenda items at the AGM.

- Maintenance issues (new or outstanding), including maintenance contracts coming up for renewal.
- Insurance claims (new or outstanding – none are known of).
- Consideration of physical building structural defects.
- Maintenance schedule/plan – review.
- Whether maintenance schedule requires updating in light of new circumstances.
- Fire safety review – provision and compliance with national construction code fire safety requirements.
- Adequacy of authorisations, delegations, appointments.

After consideration of these matters, members unanimously agreed there was no action required by UP12292 at this item, other than the addressing the intercom system problems.

A number of members raised ongoing problems with their intercom. The intercom system is a Fermax product.

Mr Mansfield noted servicing of Fermax products and sourcing parts for Fermax products is only done by Fermax. No third party contractors can service or provide parts for Fermax products.

Fermax technicians periodically travel down to Canberra from Sydney to service Fermax products, when sufficient service calls are batched to make it worthwhile for Fermax to send its technicians to Canberra.

Members agreed UP12292 will write to all owners to have units report by the end of this month back to UP12292 the precise problems they are having with their intercom, so these issues can be batched to facilitate Fermax's next attendance at *Banksii*.

11. Insurance information

Members noted the information at Paper 4 on the building insurance for their unit property and insurance for the common property, along with the insurance certificate of currency.

12. Election of the Executive Committee

At the closing date for written nominations for the Executive Committee, nominations were received from Mr Enright, Mr Huggan, Mr James, Ms Schoenberg and Ms Southwell.

Motion 6 in the notice of the AGM

(Ordinary Resolution pursuant to section 39(2)(b)(i) of the Act requiring a simple majority to be adopted)

Motion: *That the Executive Committee of the Corporation of The Owners - Units Plan No.12292 be comprised of five members until the Executive Committee elected at the next Annual General Meeting of the Corporation takes office.*

Moved: Ms Yuncken

Seconded: Ms Walker

CARRIED UNANIMOUSLY

Mr Enright, Mr Huggan, Mr James, Ms Schoenberg, Ms Southwell, Ms Schoenberg were declared elected to the Committee.

13. Other business

A number of members advised the external clean of their windows by the UP12292 organised contractor had not been done. Other members noted the contractors attended on at least two occasions and letterboxed to advise residents open windows would not be cleaned.

Members approve unit 43 enclosing its balcony as a sunroom.

Residents are asked to be responsible in managing their pets so that the pets do not cause a nuisance.

The meeting closed at 7:50pm.

NOTICE OF THE 2024 ANNUAL GENERAL MEETING OF THE OWNERS - UNITS PLAN No.12292
(Banksii, 15 Bowman Street, Macquarie ACT 2614)

The Executive Committee of The Owners – Units Plan No.12292 (UP12292) has called the
2024 UP12292 Annual General Meeting (AGM) for
6:00pm, Thursday 7 November 2024 at
Catchpole Room Southern Cross Club, Jamison
corner of Catchpole and Bowman Streets, Macquarie ACT 2614

**There is also an online/telephone option to participate in the meeting.
Details of how to participate in this way are on Page 4 of this notice.**

As a member or as an authorised representative of a member of UP12292, you are entitled to attend the AGM.

You are entitled to vote at the AGM and nominate for the Executive Committee provided you owe no monies to UP12292. The units listed at the end of this notice will not have a vote at the AGM, unless they have paid the monies they owe to UP12292 prior to the AGM.

At least half of the units of UP12292 must be represented at the meeting for there to be a standard quorum. If a standard quorum is not present, the meeting will proceed with a reduced quorum in accordance with section 3.9(2) of Schedule 3 of the *Unit Titles (Management) Act 2011* (ACT) (the Act), after waiting the requisite 30 minutes for a standard quorum to be obtained. If you cannot attend the meeting, you can vote on the motions to be considered at the meeting using the enclosed proxy and absentee voting form.

AGENDA

1. **Opening of meeting by Executive Committee Chair**
2. **Acceptance of proxies and absentee votes**
3. **Apologies**
4. **Verification of minutes of the Annual General Meeting held on 1 November 2023 – see Paper 2**
5. **Matters arising from the minutes of the 1 November 2023 Annual General Meeting**
6. **Building Defect Discussion**
UP12292 has engaged structural engineer Mr Adrian Lewis, to scope a number of specific building defect matters. Mr Lewis is anticipated to participate in the AGM to discuss these matters in more detail.
7. **Paying levy contributions on time and in full**
UP12292's budgets and levies are set each year on the assumption that all units will pay their levies on time and in full so that UP12292 can pay its costs in order to provide services such as insurance, water supply and gardening to UP12292 owners. If some units consistently do not pay their levies on time and in full, then the levies all units pay must increase more than necessary, to offset the shortfall in levies from those units which do not pay their levies on time and in full. It is critical that all units pay their levies on time and in full as UP12292 has inadequate financial reserves to fund any shortfall in budgeted levies.
8. **2023-24 Financial Statement and Audit Report** - see 2023-24 actual income and expenditure in Paper 3. The audit report will be tabled at the meeting.
9. **2024-25 Budget** - see 2024-25 proposed income, expenditure and contributions in Paper 3.

At the close of UP12292's 2022-23 financial year on 31.7.23, UP12292 had actual cash of \$5,261.99 in its Administrative Fund and \$433.39 in its Sinking Fund. UP12292 should have a float of at least 40% of its Administrative Fund levies and be building its Sinking Fund.

The Committee has worked to develop a realistic budget for UP12292's 2024-25 financial year for the period 1.8.24-31.7.25 to resolve building defect basement drainage issues. This entails a proposed 30% increase in

levy contributions for 2024-25. Once this occurs, all things being equal, it is possible levies for 2025-26 will not need to be as high.

General (Administrative) Fund

Motion 1 - To consider the following motion proposed by the Executive Committee, which requires an ordinary resolution pursuant to section 75 of the Act carried by a simple majority to be adopted:

“That the GST inclusive General (Administrative) Fund budget of the Corporation of The Owners - Units Plan No.12292 for the period 1 August 2024 to 31 July 2025 raise \$274,554.33 and expend \$243,022.70 as near as practicable to the estimated income and expenditure listed in Paper 3.”

Motion 2 - To consider the following motion proposed by the Executive Committee, which requires an ordinary resolution pursuant to section 78(2)(a) of the Act carried by a simple majority to be adopted:

“That the GST inclusive General (Administrative) Fund contribution for the Corporation of The Owners - Units Plan No.12292 for the period 1 August 2024 to 31 July 2025 be set at \$254,800.00 to be contributed by members in proportion to their unit entitlement, in one instalment of \$69,766.50 by 15 September 2024 and three equal instalments of \$61,677.83 each payable by 1 December 2024, 1 March 2025 and 1 June 2025.”

Sinking Fund

Motion 3 - To consider the following motion proposed by the Executive Committee, which requires an ordinary resolution pursuant to section 86 of the Act carried by a simple majority to be adopted:

“That the existing Sinking Fund Plan of the Corporation of The Owners - Units Plan No.12292 be amended so that for the Corporation’s 2024-25 financial year, the Sinking Fund income and expenditure be that as shown in Paper 3.”

Motion 4 - To consider the following motion proposed by the Executive Committee, which requires an ordinary resolution pursuant to sections 83 and 87 of the Act carried by a simple majority to be adopted:

“That the GST inclusive Sinking Fund budget of the Corporation of The Owners - Units Plan No.12292 for the period 1 August 2024 to 31 July 2025 raise \$174,133.00 and expend \$127,200.00 as near as practicable to the estimated income and expenditure listed in Paper 3.”

Motion 5 - To consider the following motion proposed by the Executive Committee, which requires an ordinary resolution pursuant to section 89(2) of the Act carried by a simple majority to be adopted:

“That the GST inclusive Sinking Fund contribution for the Corporation of The Owners - Units Plan No.12292 for the period 1 August 2024 to 31 July 2025 be set at \$173,833.00 to be contributed by members in proportion to their unit entitlement, in one instalment of \$20,216.00 by 15 September 2024 and three equal instalments of \$51,205.67 each payable by 1 December 2024, 1 March 2025 and 1 June 2025.”

10. Consideration of remaining statutory agenda items under the Unit Titles (Management) (Meeting Agenda) Guidelines 2020

The Act requires UP12292 to consider particular matters at the AGM, if these matters are not already dealt with under other agenda items at the AGM. The following matters are not necessarily considered at other agenda items:

- Maintenance issues (new or outstanding), including maintenance contracts coming up for renewal.
- Insurance claims (new or outstanding).
- Consideration of physical building structural defects.
- Maintenance schedule/plan – review.
- Whether maintenance schedule requires updating in light of new circumstances.
- Fire safety review – provision and compliance with national construction code fire safety requirements.
- Adequacy of authorisations, delegations, appointments.

The above matters are not necessarily relevant to UP12292 and may require no action to be taken by UP12292.

11. Insurance information

Refer to Paper 4 for information on your building insurance for your unit property and insurance for the common property, along with the insurance certificate of currency.

12. Election of the Executive Committee

Paper 5 has excerpts from the Act regarding the obligations a person has when serving on the Committee.

Motion 6 - To consider the following motion proposed by the Executive Committee, which requires an ordinary resolution pursuant to section 39(2)(b)(i) of the Act carried by a simple majority to be adopted: *"That the Executive Committee of the Corporation of The Owners - Units Plan No.12292 be comprised of five members until the Executive Committee elected at the next Annual General Meeting of the Corporation takes office."*

If you wish to nominate for a position on the Executive Committee, whether or not you will be attending the AGM, you must use the nomination form at Paper 6. Nominations must be received by 5:00pm, 6 November 2024. **To be eligible to nominate, you must be an owner of a UP12292 unit (i.e. your name must be on the title for your unit) and have paid any monies you owe to UP12292 by the time nominations close.**

13. Other business

The Executive Committee
The Owners - Units Plan No.12292
21 October 2024

Papers included with the AGM notice

AGM Paper Number	Description
2	Minutes of 1 November 2023 Annual General Meeting
3	UP12292 2023-24 financial statement and audit report and 2024-25 proposed budget and contributions
4	Information on your building insurance for your unit property and insurance certificate of currency
5	Excerpts from the Act regarding Committee member obligations
6	Committee nomination form
7	Absentee voting form
8	Proxy form

List of Units Owing Monies to UP12292 as at the date of the AGM Notice

<i>Unit No</i>	<i>Amount</i>
2	1178.77
16	263.06
26	4398.97
44	1178.77
47	818.85
49	1178.77
62	139.99
65	4877.33
73	4594.38

Online/Telephone Meeting Option

You can also join the meeting from 5:55pm on 7 November 2024 by either internet or telephone.

Join by Internet

Meeting link:

<https://capitalstratamanagementservices.my.webex.com/capitalstratamanagementservices.my/j.php?MTID=m8554482da5b9f48fbbf1420d09612520>

Meeting number:

2651 849 2613

Password:

fPUsEMwD782 (37873693 when dialing from a phone or video system)

Join by telephone

Phone Number: 02 9338 2221

Access code: 2651 849 2613

Password: 37873693

The Owners - Units Plan No.12292
2023-2024 GST Inclusive General (Administrative) Fund Financial Statement
and 2024-25 GST Inclusive General (Administrative) Fund Budget

<i>Description</i>	<i>2023-24 Actuals 1/8/23 - 31/7/24</i>	<i>2023-24 Approved Budget 1/8/23 - 31/7/24</i>	<i>2024-25 Actuals to date 1/8/24 - 30/9/24</i>	<i>2024-25 Budget 1/8/24 - 31/7/25</i>	<i>Comments</i>
INCOME					
Contributions	238,059.81	253,661.09	63,333.89	250,648.97	The Committee propose the 2024-25 contribution be the same as the 2024-25 contribution of \$254,800, The amount to be raised in 2024-25 will be reduced by the units in credit at 31.7.24 which were: u10 - \$0.03; u16 - \$915.71; u35 - \$5.55; u38 - \$227.34; u43 - \$1,934.63; u62 - \$667.77.
Contributions due from previous years	13,217.59	13,217.59	0.00	20,396.36	At 31.7.24 outstanding contributions were: u14 - \$1,725.64; u15 - \$30.00; u21 - \$1,304.75; u24 - \$818.84; u26 - \$3,599.31; u53 - \$1,304.75; u57 - \$827.85; u62 - \$612.23; u65 - \$3,925.31; u69 - \$1,655.69; u73 - \$4,594.39.
Debt recovery costs recovered	2,992.00	2,000.00	0.00	2,000.00	Provision for expected recovery of debt collection costs
Interest income	1,295.71	400.00	298.21	1,300.00	
Insurance recoveries	6,816.70	0.00	0.00	0.00	u15 insurance claim proceeds received
Key, lock & fob Income	339.00	0.00	0.00	0.00	
Late fees collected	1,430.00	0.00	0.00	0.00	
Cost recovery	0.00	209.00	0.00	209.00	Recovery of NBN connection cost from u56.
Taxation refunds	4,357.00	0.00	0.00	0.00	
Total Income	268,507.81	269,487.68	63,632.10	274,554.33	
EXPENDITURE					
Accounting costs	1,265.00	1,265.00	0.00	1,265.00	A tax agent must be used to lodge UP12292's GST and income tax returns as the ATO will not deal with UP12292 otherwise.
Audit costs	0.00	2,000.00	0.00	2,000.00	Provision for audit in 2023-24 to comply with legislative requirements.
Banking costs	0.00	110.00	110.00	110.00	
Cleaning	74,741.24	80,790.90	10,677.32	65,000.00	New cleaner commenced March 2023 on greater scope of works at \$5,338.66 per month.
Cleaning – windows	5,610.00	0.00	0.00	6,000.00	Undertaken by Rope Access Engineering.
Cladding report	2,310.00	0.00	0.00	0.00	
Debt recovery costs incurred	2,992.00	2,000.00	0.00	2,000.00	Provision for debt recovery action against delinquent units owing levies.
Electricity consumption	11,365.92	11,000.00	2,347.58	12,000.00	
Fire protection equipment servicing and monitoring	11,026.72	11,100.00	2,756.68	11,100.00	Cost \$2,756.68 per quarter with FS Solutions, including monitoring.
Fire protection – false alarm call out	0.00	0.00	0.00	0.00	False alarm call out charges will be invoiced to the unit causing the alarm where this can

charges					be identified.
Garage vehicle door maintenance	0.00	1,440.00	0.00	1,440.00	
Gardening	16,015.92	16,100.00	2,669.32	16,100.00	New gardener commenced March 2023 on greater scope of works at \$1,334.66 per month.
Gutter cleaning	0.00	2,000.00	0.00	2,000.00	
Intercom repairs	0.00	1,000.00	0.00	0.00	Sinking Fund item.
Insurance excesses	0.00	2,000.00	500.00	2,000.00	One general insurance claim excess budgeted.
Insurance payouts	0.00	0.00	6,816.70	6,816.70	u15 insurance claim.
Insurance premium	30,964.21	34,000.00	0.00	37,100.00	
Key, lock & fob expenses	715.00	0.00	110.00	110.00	
Late fees incurred	1,430.00	0.00	0.00	0.00	
Lift maintenance	12,591.16	13,200.00	3,148.20	13,200.00	Fee charged by Electra.
Lift telephony	1,980.00	1,980.00	0.00	1,980.00	Fee charged by Lift Connect.
Management fees	30,244.27	30,607.50	5,084.54	31,300.70	
Management fees - work out of scope	4,829.00	3,520.00	198.00	4,488.00	Additional costs due to dealing with building defects matters and onsite attendances with contractors.
Title search fees	66.00	0.00	0.00	0.00	
Pest control	0.00	1,000.00	0.00	1,000.00	
Postage	446.76	1,300.00	82.23	500.00	
Roof access system certification	1,573.00	1,200.00	0.00	1,600.00	
Rubbish removal	379.50	1,000.00	0.00	1,000.00	The cost of inappropriate rubbish dumping will be recovered from the unit causing the cost where this can be identified.
Signage	599.50	0.00	0.00	800.00	Bin room signage in 2023-24.
Taxation payments - income tax & GST	7,330.20	8,500.00	0.00	7,500.00	UP12292 pays tax at the rate of 30% on interest income, less the cost of managing its tax affairs. UP12292 also pays quarterly GST instalments on its levy income, less any input tax credits it receives.
Vehicle removal process	0.00	0.00	1,362.30	1,362.30	
Venue hire	250.00	250.00	0.00	250.00	
Water consumption	12,487.09	15,000.00	3,070.17	13,000.00	UP12292 pays for the aggregate water consumption of all 75 units and the common property. Icon Water separately invoices individual units a quarterly water supply charge of around \$185.
Total Expenditure	231,212.49	242,363.40	38,933.04	243,022.70	
OPENING BALANCE	5,701.99	5,261.99	42,997.31	42,997.31	
TRANSFERS	0.00	0.00	0.00	0.00	
NET INCOME (Income – Expenditure)	37,295.32	27,124.28	24,699.06	31,531.63	
CLOSING BALANCE	42,997.31	32,386.27	67,696.37	74,528.94	UP12292 needs a sufficient float of around half its Administrative Fund levies to pay expenses before the next round of contributions are received and to pay unexpected expenses.

The Owners - Units Plan No.12292
2023-24 GST Inclusive Sinking Fund Financial Statement
and 2024-25 GST Inclusive Sinking Fund Budget

<i>Description</i>	<i>2023-24 Actuals 1/8/23 - 31/7/24</i>	<i>2023-24 Approved Budget 1/8/23 - 31/7/24</i>	<i>2024-25 Actuals to date 1/8/24 - 30/9/24</i>	<i>2024-25 Budget 1/8/24 - 31/7/25</i>	<i>Comments</i>
INCOME					
Contributions	53,833.00	53,833.00	20,216.25	53,833.00	The 2023-24 contribution was \$73,833 with \$20,000 of this amount hypothecated to saving for the replacement of the elevators. The Committee propose the 2024-25 contribution be \$173,833, with \$100,000 hypothecated for basement drainage work and \$20,000 to saving for the elevator replacement.
Contributions due from previous years	0.00	0.00	0.00	0.00	At 31.7.24 outstanding contributions were nil.
Basement and sub soil drainage rectification provision	0.00	0.00	0.00	100,000.00	Based on current engineer estimate in advance of detailed scoping and tender process, assuming no unexpected problems.
Elevator replacement provision contribution	20,000.00	20,000.00	0.00	20,000.00	2022 lift consultant assessment of lifts advised, with proper maintenance, the lifts may have a remaining life span of up to 11 years before needing replacement. The likely cost of replacement will be at least \$230,000 - \$250,000 per lift, ex GST (in 2022 dollars). UP12292 began raising monies from 2022-23 to save for the eventual lift replacement.
Interest income	289.92	100.00	140.30	300.00	
Total Income	74,122.92	73,933.00	20,356.55	174,133.00	
EXPENDITURE					
Building defect scoping and rectification work	12,289.00	10,000.00	847.00	100,000.00	2023-24 costs included: <ul style="list-style-type: none"> • Waterproofing of gas plant room 3,755.40 • Roof leak repair over u71 – 1,190.00 • Anchor point install over u71 – 1,056.00 • Water leak investigations u32 u33 and report – 2,579.50 • Water leak investigation u75 and report – 363.00 • External wall leak rectification u7 and report – 529.10 • Balcony leak repair u75 – 1,980.00 Engineer estimate at least \$100,000 for: <ul style="list-style-type: none"> • Sub basement retention tank drainage defect rectification. • Bin room and basement drainage issues. Separate cost for • Roof drainage and downpipe capacity issues.
Door repairs	286.00	0.00	0.00	200.00	
Electrical repairs	20,372.74	15,000.00	1,749.00	5,000.00	Includes replacement of failed lighting in the basement and bin room with better quality lights.
Elevator repairs	2,563.00	0.00	0.00	3,000.00	
Fire protection	15,724.41	3,000.00	1,518.00	10,000.00	Does not include emergency lighting.

equipment replacement					
Fire evacuation plans	0.00	2,000.00	0.00	2,000.00	
Garage vehicle entrance door repairs	590.70	1,000.00	0.00	1,000.00	
Intercom	915.07	0.00	698.15	2,000.00	Costs incurred from Fermax for remediating intercom problems.
Plumbing and drainage works	308.00	2,000.00	0.00	1,000.00	
Roof access system works	0.00	0.00	726.00	1,000.00	
Roofing repairs	1,933.80	4,500.00	556.60	2,000.00	
Total Expenditure	54,982.72	36,500.00	6,094.75	127,200.00	
OPENING BALANCE	433.39	433.39	19,573.59	19,573.59	
TRANSFERS	0.00	0.00	0.00	0.00	
NET INCOME (Income – Expenditure)	19,140.20	36,433.00	14,261.80	46,933.00	
CLOSING BALANCE	19,573.59	37,866.39	33,835.39	66,506.59	

The Owners – Units Plan No.12292 2024-25 GST Inclusive Levy Contributions

For the period 1 August 2024 to 31 July 2025

Unit No	Unit Entitlement	2024-25 General (Administrative) Fund Contribution	2024-25 Sinking Fund Contribution	2024-25 Total Contribution	Total Contribution instalment due by 15.9.24	Total Contribution instalment due by each of 1.12.24, 1.3.25 & 1.6.25
1	131	3,337.88	2,277.21	5,615.09	1,178.77	1,478.77
2	131	3,337.88	2,277.21	5,615.09	1,178.77	1,478.77
3	145	3,694.60	2,520.58	6,215.18	1,304.75	1,636.81
4	106	2,700.88	1,842.63	4,543.51	953.81	1,196.57
5	106	2,700.88	1,842.63	4,543.51	953.81	1,196.57
6	145	3,694.60	2,520.58	6,215.18	1,304.75	1,636.81
7	200	5,096.00	3,476.66	8,572.66	1,799.65	2,257.67
8	92	2,344.16	1,599.26	3,943.42	827.84	1,038.53
9	91	2,318.68	1,581.88	3,900.56	818.84	1,027.24
10	92	2,344.16	1,599.26	3,943.42	827.84	1,038.53
11	202	5,146.96	3,511.43	8,658.39	1,817.65	2,280.25
12	215	5,478.20	3,737.41	9,215.61	1,934.62	2,427.00
13	131	3,337.88	2,277.21	5,615.09	1,178.77	1,478.77
14	107	2,726.36	1,860.01	4,586.37	962.81	1,207.85
15	142	3,618.16	2,468.43	6,086.59	1,277.75	1,602.95
16	131	3,337.88	2,277.21	5,615.09	1,178.77	1,478.77
17	131	3,337.88	2,277.21	5,615.09	1,178.77	1,478.77
18	145	3,694.60	2,520.58	6,215.18	1,304.75	1,636.81
19	106	2,700.88	1,842.63	4,543.51	953.81	1,196.57
20	106	2,700.88	1,842.63	4,543.51	953.81	1,196.57
21	145	3,694.60	2,520.58	6,215.18	1,304.75	1,636.81
22	200	5,096.00	3,476.66	8,572.66	1,799.65	2,257.67
23	92	2,344.16	1,599.26	3,943.42	827.84	1,038.53
24	91	2,318.68	1,581.88	3,900.56	818.84	1,027.24
25	92	2,344.16	1,599.26	3,943.42	827.84	1,038.53
26	200	5,096.00	3,476.66	8,572.66	1,799.65	2,257.67
27	215	5,478.20	3,737.41	9,215.61	1,934.62	2,427.00
28	131	3,337.88	2,277.21	5,615.09	1,178.77	1,478.77
29	107	2,726.36	1,860.01	4,586.37	962.81	1,207.85
30	142	3,618.16	2,468.43	6,086.59	1,277.75	1,602.95
31	91	2,318.68	1,581.88	3,900.56	818.84	1,027.24
32	131	3,337.88	2,277.21	5,615.09	1,178.77	1,478.77
33	131	3,337.88	2,277.21	5,615.09	1,178.77	1,478.77
34	145	3,694.60	2,520.58	6,215.18	1,304.75	1,636.81
35	106	2,700.88	1,842.63	4,543.51	953.81	1,196.57
36	106	2,700.88	1,842.63	4,543.51	953.81	1,196.57
37	145	3,694.60	2,520.58	6,215.18	1,304.75	1,636.81
38	200	5,096.00	3,476.66	8,572.66	1,799.65	2,257.67
39	92	2,344.16	1,599.26	3,943.42	827.84	1,038.53
40	92	2,344.16	1,599.26	3,943.42	827.84	1,038.53
41	92	2,344.16	1,599.26	3,943.42	827.84	1,038.53
42	205	5,223.40	3,563.58	8,786.98	1,844.64	2,314.11
43	215	5,478.20	3,737.41	9,215.61	1,934.62	2,427.00
44	131	3,337.88	2,277.21	5,615.09	1,178.77	1,478.77

Unit No	Unit Entitlement	2024-25 General (Administrative) Fund Contribution	2024-25 Sinking Fund Contribution	2024-25 Total Contribution	Total Contribution instalment due by 15.9.24	Total Contribution instalment due by each of 1.12.24, 1.3.25 & 1.6.25
45	107	2,726.36	1,860.01	4,586.37	962.81	1,207.85
46	142	3,618.16	2,468.43	6,086.59	1277.75	1,602.95
47	91	2,318.68	1,581.88	3,900.56	818.84	1,027.24
48	131	3,337.88	2,277.21	5,615.09	1178.77	1,478.77
49	131	3,337.88	2,277.21	5,615.09	1178.77	1,478.77
50	145	3,694.60	2,520.58	6,215.18	1304.75	1,636.81
51	106	2,700.88	1,842.63	4,543.51	953.81	1,196.57
52	106	2,700.88	1,842.63	4,543.51	953.81	1,196.57
53	145	3,694.60	2,520.58	6,215.18	1304.75	1,636.81
54	200	5,096.00	3,476.66	8,572.66	1799.65	2,257.67
55	92	2,344.16	1,599.26	3,943.42	827.84	1,038.53
56	92	2,344.16	1,599.26	3,943.42	827.84	1,038.53
57	92	2,344.16	1,599.26	3,943.42	827.84	1,038.53
58	205	5,223.40	3,563.58	8,786.98	1844.64	2,314.11
59	215	5,478.20	3,737.41	9,215.61	1934.62	2,427.00
60	131	3,337.88	2,277.21	5,615.09	1178.77	1,478.77
61	107	2,726.36	1,860.01	4,586.37	962.81	1,207.85
62	142	3,618.16	2,468.43	6,086.59	1277.75	1,602.95
63	91	2,318.68	1,581.88	3,900.56	818.84	1,027.24
64	145	3,694.60	2,520.58	6,215.18	1304.75	1,636.81
65	106	2,700.88	1,842.63	4,543.51	953.81	1,196.57
66	106	2,700.88	1,842.63	4,543.51	953.81	1,196.57
67	145	3,694.60	2,520.58	6,215.18	1304.75	1,636.81
68	92	2,344.16	1,599.26	3,943.42	827.84	1,038.53
69	92	2,344.16	1,599.26	3,943.42	827.84	1,038.53
70	205	5,223.40	3,563.58	8,786.98	1844.64	2,314.11
71	215	5,478.20	3,737.41	9,215.61	1934.62	2,427.00
72	131	3,337.88	2,277.21	5,615.09	1178.77	1,478.77
73	107	2,726.36	1,860.01	4,586.37	962.81	1,207.85
74	142	3,618.16	2,468.43	6,086.59	1277.75	1,602.95
75	91	2,318.68	1,581.88	3,900.56	818.84	1,027.24
Total	10,000	254,800.00	173,033.00	428,633.00	89,982.50	112,883.50

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.12292

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made –
14 October 2025.

Tick applicable box, or both boxes if applicable:

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).

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).

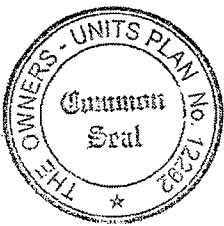
A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decisions
14 October 2025	See the attached minutes of meeting for the full text of decisions made at the meeting.

A4 Owners' Corporation declaration

The information in this notice has been recorded on the following date from details shown in the records of the Owners' Corporation.



24.10.25

[Affix owners corporation seal in accordance with the corporation articles]

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 *What is a reduced quorum decision?*

- A **reduced quorum 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 (1) (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 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a **reduced quorum** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a **standard quorum** for the motion (see above) nor a **reduced quorum** (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within ½ an hour 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 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of anyone present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also **reduced quorum decisions** (UTMA s 3.9 (6) (a), part 3.1, schedule 3).

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

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's **date of effect**) (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 reduced 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 2025 ANNUAL GENERAL MEETING OF THE OWNERS - UNITS PLAN No.12292
(Banksij, 15 Bowman Street, Macquarie ACT 2614)

Held: 6:00pm, Wednesday 14 October 2025
Catchpole Room Southern Cross Club, Jamison
corner of Catchpole and Bowman Streets, Macquarie ACT 2614

Members Present:

<i>Name</i>	<i>Unit No.</i>
Ms Rebekah Clifford	3
Mr John Clifford	12
Ms Sarah Malam	13
Ms Lilli Gloyne (as proxy)	15
Ms Anne Southwell	30
Mr Simon Wang	35
Ms Adria Schoenberg	38
Mr Harrison Enright	51
Ms Margita Jakovics	53
Ms Elizabeth Yuncken	54
Mr Alan St Vincent, Ms Janice St Vincent	55
Ms Mary Horsham	59
Mr David Smith	60
Katanchalee Chuaywongyart	63
Ms Kay D'Arnay	64
Ms Jillian Robertson	67
Mr Brenda Walker	70
Mr Keith Huggan, Ms Ruth Gallagher	71

Absentee votes: Absentee votes were received from the following members casting an absentee vote on motions 1-7 in the Annual General Meeting (AGM) notice as follows:

- Mr David Potter, Ms Iris Potter - unit 41, voting for motions 1-7.
- Mr Julian Wellspring - unit 58, voting for motions 1-7.

Proxies: Proxies were received from the following members appointing a proxy as follows:

- Mr Paul Gloyne & Ms Belinda Gloyne - unit 15, appointing Ms Lilli Gloyne as proxy.

Quorum: As the persons present at the AGM were entitled to vote in relation to less than half of the units of The Owners – Units Plan No.12292 (UP12292), in accordance with section 3.9(2) of Schedule 3 of the *Unit Titles (Management) Act 2011 (ACT)*, (the Act), a reduced quorum was present. Motions were considered at the AGM after waiting the requisite 30 minutes.

Owners Corporation Manager: Mrs Maria Mansfield from Capital Strata Management Services (CSMS) attended the AGM.

1. Opening of meeting by Executive Committee Chair
The meeting opened at 6:06pm.

As the Act provides for the Chair of the UP12292 Executive Committee to chair general meetings, Mr Huggan chaired the meeting. Mr Huggan opened the meeting and welcomed members to the AGM.

2. Acceptance of absentee votes and proxies
The absentee votes and proxy which had been received were read out. They were valid.

3. Apologies

All members providing an absentee vote or proxy; Mr John Robertson - unit 67.

4. Re-appointment of UP12292's Owners' Corporation Managing Agent

Members noted the proposed new management contract between UP12292 and CSMS at Paper 2 agreed to by the UP12292 Executive Committee and CSMS on 25 September 2025. Members unanimously agreed for UP12292 enter into the contract, which takes effect from 29 September 2025.

Motion 1 in the notice of the AGM

(Ordinary Resolution pursuant to sections 50(1) of the Act requiring a simple majority to be adopted)

Motion: *That the Corporation of The Owners - Units Plan No.12292, re-appoint Capital Strata Management Services Pty Ltd, the holder of ACT Real Estate License No.18401413, as the Corporation's managing agent for a three period with effect from 29 September 2025 and ratify the management contract with Capital Strata Management Services Pty Ltd at Paper 3 to give effect to this appointment.*

Moved: Ms Southwell

Seconded: Mr Clifford

CARRIED UNANIMOUSLY

5. Verification of minutes of the Annual General Meeting held on 7 November 2024

Motion: *That the minutes of the Annual General Meeting of the Corporation of The Owners – Units Plan No.12292 held on 7 November 2024 be accepted.*

Moved: Ms Southwell

Seconded: Ms Walker

CARRIED UNANIMOUSLY

6. Matters arising from the minutes of the 7 November 2024 Annual General Meeting

None.

7. Verge Garden Discussion

Ms Schoenberg discussed the options for dealing with the front verge pitting. A quote had been obtained for installing compacted gravel and edging on the front verge. The gardeners that provided the quote requested the ACT Government's Access Canberra approve these works before any verge works could commence. The Committee continue to follow up Access Canberra for a response.

Sourcing a low cost solution to prevent parking and driving on the verge was discussed. The solution would involve no irrigation, be low maintenance and low liability such as tree or shrubs. A discussion was had about street trees being planted on the verge to prevent parking.

Ms Schoenberg noted it is important that residents log online at the ACT Government's Fix My Street website to report parking on the front verge to encourage the ACT Government to send out inspectors to fine those parking on the verge.

8. Building Defect Discussion

Ms Schoenberg provided an update on rectification of building defects and discussed at length the waterproofing options for the balconies and that the preferred product was Wolfin due to its lengthy warranty by the Wolfin manufacturer, irrespective of whether the contractor installing the product still traded or had gone bankrupt.

9. Discussion on demolishing and replacing atrium podium planter box and associated works

Ms Schoenberg discussed the options for the planter box, including whether to keep it or replace it. These were removal of the planter box and waterproofing the entire area, or waterproofing the planter box. She noted that keeping the planter box would involve additional cost and maintenance for UP12292 as the waterproofing would need to be redone every 10 years or even sooner.

Members discussed a range of options for the atrium area if the planter box was replaced, including installing large pot plants, installing benches, separating spaces into smaller spaces, using non deciduous plants and obtaining professional advice on appropriate plant options.

The roof top outdoor deck water issues were discussed, including the leaks from the planter boxes.

10. 2023-24 Financial Statement

The report by the auditor, Corver & Co Chartered Accountants of UP12292's 2023-24 financial statement and 31 July 2025 financial position was tabled. The report noted the financial statements "....gives a true and fair view of the Unit Plan's financial position as at 31 July 2025 and of its performance or the year ended on that date."

Members discussed, noted and adopted UP12292's 2023-24 financial statement at Paper 4.

11. 2025-26 Budget

Members discussed at length the 2025-26 General (Administrative) and Sinking Fund budgets and levy contributions proposed by the Committee in Paper 5.

General (Administrative) Fund

Motion 2 in the notice of the AGM

(Ordinary Resolution pursuant to section 75 of the Act requiring a simple majority to be adopted)

Motion: *That the GST inclusive General (Administrative) Fund budget of the Corporation of The Owners - Units Plan No.12292 for the period 1 August 2025 to 31 July 2026 raise \$285,094.73 and expend \$240,148.74 as near as practicable to the estimated income and expenditure listed in Paper 5.*

Moved: Ms Schoenberg

Seconded: Ms Huggan

CARRIED UNANIMOUSLY

Motion 3 in the notice of the AGM

(Ordinary Resolution pursuant to section 75 of the Act requiring a simple majority to be adopted)

Motion: *That the GST inclusive General (Administrative) Fund contribution for the Corporation of The Owners - Units Plan No.12292 for the period 1 August 2025 to 31 July 2026 be set at \$254,800.00 to be contributed by members in proportion to their unit entitlement, in four equal instalments payable by 1 October 2025, 1 December 2025, 1 March 2026 and 1 June 2026.*

Moved: Ms Schoenberg

Seconded: Ms Huggan

CARRIED UNANIMOUSLY

Sinking Fund

Motion 4 in the notice of the AGM

(Ordinary Resolution pursuant to section 86 of the Act requiring a simple majority to be adopted)

Motion: *That the existing Sinking Fund Plan of the Corporation of The Owners - Units Plan No.12292 be amended so that for the Corporation's 2025-26 financial year, the Sinking Fund income and expenditure be that as shown in Paper 5.*

Moved: Ms Schoenberg

Seconded: Ms Huggan

CARRIED UNANIMOUSLY

Motion 5 in the notice of the AGM

(Ordinary Resolution pursuant to section 86 of the Act requiring a simple majority to be adopted)

Motion: *That the GST inclusive Sinking Fund budget of the Corporation of The Owners - Units Plan No.12292 for the period 1 August 2025 to 31 July 2026 raise \$176,333.00 and expend \$226,500.00 as near as practicable to the estimated income and expenditure listed in Paper 5.*

Moved: Ms Schoenberg

Seconded: Ms Huggan

CARRIED UNANIMOUSLY

Motion 6 in the notice of the AGM

(Ordinary Resolution pursuant to sections 83 and 87 of the Act requiring a simple majority to be adopted)

Motion: *That the GST inclusive Sinking Fund contribution for the Corporation of The Owners - Units Plan No.12292 for the period 1 August 2025 to 31 July 2026 be set at \$176,833.00 to be contributed by members in proportion to their unit entitlement, in four equal instalments payable by 1 October 2025, 1 December 2025, 1 March 2026 and 1 June 2026.*

12. Consideration of remaining statutory agenda items under the Unit Titles (Management) (Meeting Agenda) Guidelines 2020

Members noted the Act requires UP12292 to consider particular matters at the AGM, if these matters are not already dealt with under other agenda items at the AGM.

- Maintenance issues (new or outstanding), including maintenance contracts coming up for renewal.
- Insurance claims (new or outstanding – none are known of).
- Consideration of physical building structural defects.
- Maintenance schedule/plan – review.
- Whether maintenance schedule requires updating in light of new circumstances.
- Fire safety review – provision and compliance with national construction code fire safety requirements.
- Adequacy of authorisations, delegations, appointments.

After consideration of these matters, members unanimously agreed there was no action required by UP12292 at this item.

13. Insurance information

Members noted the information at Paper 6 on the building insurance for their unit property and insurance for the common property, along with the insurance certificate of currency.

14. Election of the Executive Committee

At the closing date for written nominations for the Executive Committee, nominations were received from Mr Enright, Mr Huggan, Ms Schoenberg and Ms Southwell.

Motion 7 in the notice of the AGM

(Ordinary Resolution pursuant to section 39(2)(b)(i) of the Act requiring a simple majority to be adopted)

Motion: *That the Executive Committee of the Corporation of The Owners - Units Plan No.12292 be comprised of five members until the Executive Committee elected at the next Annual General Meeting of the Corporation takes office.*

Moved: Mr Clifford

Seconded: Mr Standish

CARRIED UNANIMOUSLY

Mr Huggan advised that Mr Donald James of unit 62 wished to be on the Committee again.

Mr Enright, Mr Huggan, Mr James, Ms Schoenberg, Ms Southwell, Ms Schoenberg were declared elected to the Committee.

15. Other business

Members discussed the recent break-ins at the basement of the complex.

It was noted CCTV cameras do not deter break-ins. It was also noted regardless of any security measures, members park vehicles and store items in the basement at their own risk.

Ms Gloyne advised the Police's view is that the culprits are gaining entry into the complex by jumping over the front pedestrian gates and then riding the lifts to the basement. The lifts currently do not require a swipe to enter the lifts.

Ms Gloyne volunteered to investigate security options for the basement and provide these to the Committee for its consideration.

It was noted that one of the fire doors leading into the basement does not lock.

The meeting closed at 7:06pm.

NOTICE OF THE 2025 ANNUAL GENERAL MEETING OF THE OWNERS - UNITS PLAN No.12292*(Banksij, 15 Bowman Street, Macquarie ACT 2614)*

The Executive Committee of The Owners – Units Plan No.12292 (UP12292) has called the
 2025 UP12292 Annual General Meeting (AGM) for
 6:00pm, Tuesday 14 October 2025 at
 Catchpole Room Southern Cross Club, Jamison
 corner of Catchpole and Bowman Streets, Macquarie ACT 2614

As a member or as an authorised representative of a member of UP12292, you are entitled to attend the AGM.

You are entitled to vote at the AGM and nominate for the Executive Committee provided you owe no monies to UP12292. The units listed at the end of this notice will not have a vote at the AGM, unless they have paid the monies they owe to UP12292 prior to the AGM.

At least half of the units of UP12292 must be represented at the meeting for there to be a standard quorum. If a standard quorum is not present, the meeting will proceed with a reduced quorum in accordance with section 3.9(2) of Schedule 3 of the *Unit Titles (Management) Act 2011* (ACT) (the Act), after waiting the requisite 30 minutes for a standard quorum to be obtained. If you cannot attend the meeting, you can vote on the motions to be considered at the meeting using the enclosed proxy and absentee voting form.

AGENDA

- 1. Opening of meeting by Executive Committee Chair**
- 2. Acceptance of proxies and absentee votes**
- 3. Apologies**
- 4. Re-appointment of UP12292's Owners' Corporation Managing Agent**
 The current management contract between UP12292 and Capital Strata Management Services (Capital Strata) expires on 28 September 2025. It is proposed UP12292 enter into the contract agreed between the Committee and Capital Strata on 25 September 2025 at Paper 2. The new contract is almost identical terms to the current contract, with a modest price increase. Members are asked to support the re-appointment of Capital Strata by adopting Motion 1.

Motion 1 - To consider the following motion proposed by the UP12292 Executive Committee (the Committee) which requires an ordinary resolution pursuant to section 50(1) of the *Unit Titles (Management) Act 2011*, carried by a simple majority to be adopted:
"That the Corporation of The Owners - Units Plan No.12292, re-appoint Capital Strata Management Services Pty Ltd, the holder of ACT Real Estate License No.18401413, as the Corporation's managing agent for a three year period with effect from 29 September 2025 and ratify the management contract with Capital Strata Management Services Pty Ltd at Paper 3 to give effect to this appointment."
- 5. Verification of minutes of the Annual General Meeting held on 7 November 2024 – see Paper 3**
- 6. Matters arising from the minutes of the 7 November 2024 Annual General Meeting**
- 7. Verge garden discussion**
- 8. Building defect discussion**
- 9. Discussion on demolishing and replacing atrium podium planter box and associated works**
- 10. 2024-25 Financial Statement and Audit Report** - see 2024-25 actual income and expenditure in Paper 4. The audit report will be tabled at the meeting.
- 11. 2025-26 Budget** - see 2025-26 proposed income, expenditure and contributions in Paper 5.

General (Administrative) Fund

Motion 2 - To consider the following motion proposed by the Committee, which requires an ordinary resolution pursuant to section 75 of the Act carried by a simple majority to be adopted:

"That the GST inclusive General (Administrative) Fund budget of the Corporation of The Owners - Units Plan No.12292 for the period 1 August 2025 to 31 July 2026 raise \$285,094.73 and expend \$240,148.74 as near as practicable to the estimated income and expenditure listed in Paper 5."

Motion 3 - To consider the following motion proposed by the Committee, which requires an ordinary resolution pursuant to section 78(2)(a) of the Act carried by a simple majority to be adopted:

"That the GST inclusive General (Administrative) Fund contribution for the Corporation of The Owners - Units Plan No.12292 for the period 1 August 2025 to 31 July 2026 be set at \$254,800.00 to be contributed by members in proportion to their unit entitlement, in four equal instalments payable by 1 October 2025, 1 December 2025, 1 March 2026 and 1 June 2026."

Sinking Fund

Motion 4 - To consider the following motion proposed by the Committee, which requires an ordinary resolution pursuant to section 86 of the Act carried by a simple majority to be adopted:

"That the existing Sinking Fund Plan of the Corporation of The Owners - Units Plan No.12292 be amended so that for the Corporation's 2025-26 financial year, the Sinking Fund income and expenditure be that as shown in Paper 5."

Motion 5 - To consider the following motion proposed by the Committee, which requires an ordinary resolution pursuant to sections 83 and 87 of the Act carried by a simple majority to be adopted:

"That the GST inclusive Sinking Fund budget of the Corporation of The Owners - Units Plan No.12292 for the period 1 August 2025 to 31 July 2026 raise \$176,333.00 and expend \$226,500.00 as near as practicable to the estimated income and expenditure listed in Paper 5."

Motion 6 - To consider the following motion proposed by the Committee, which requires an ordinary resolution pursuant to section 89(2) of the Act carried by a simple majority to be adopted:

"That the GST inclusive Sinking Fund contribution for the Corporation of The Owners - Units Plan No.12292 for the period 1 August 2025 to 31 July 2026 be set at \$176,333.00 to be contributed by members in proportion to their unit entitlement, in four equal instalments payable by 1 October 2025, 1 December 2025, 1 March 2026 and 1 June 2026."

12. Consideration of remaining statutory agenda items under the Unit Titles (Management) (Meeting Agenda) Guidelines 2020

The Act requires UP12292 to consider particular matters at the AGM, if these matters are not already dealt with under other agenda items at the AGM. The following matters are not necessarily considered at other agenda items:

- Maintenance issues (new or outstanding), including maintenance contracts coming up for renewal.
- Insurance claims (new or outstanding).
- Consideration of physical building structural defects.
- Maintenance schedule/plan – review.
- Whether maintenance schedule requires updating in light of new circumstances.
- Fire safety review – provision and compliance with national construction code fire safety requirements.
- Adequacy of authorisations, delegations, appointments.

The above matters are not necessarily relevant to UP12292 and may require no action to be taken by UP12292.

13. Insurance information

Refer to Paper 6 for information on your building insurance for your unit property and insurance for the common property, along with the insurance certificate of currency.

14. Election of the Executive Committee

Paper 7 has excerpts from the Act regarding the obligations a person has when serving on the Committee.

Motion 7 - To consider the following motion proposed by the Executive Committee, which requires an ordinary resolution pursuant to section 39(2)(b)(i) of the Act carried by a simple majority to be adopted:
"That the Executive Committee of the Corporation of The Owners - Units Plan No.12292 be comprised of five members until the Executive Committee elected at the next Annual General Meeting of the Corporation takes office."

If you wish to nominate for a position on the Executive Committee, whether or not you will be attending the AGM, you must use the nomination form at Paper 8. Nominations must be received by 5:00pm, 13 October 2025. **To be eligible to nominate, you must be an owner of a UP12292 unit (i.e. your name must be on the title for your unit) and have paid any monies you owe to UP12292 by the time nominations close.**

15. Other business

The Executive Committee
 The Owners - Units Plan No.12292
 30 September 2025

Papers included with the AGM notice

AGM Paper Number	Description
2	Proposed management agreement with Capital Strata
3	Minutes of 7 November 2024 Annual General Meeting
5	UP12292 2024-25 financial statement and 2025-26 proposed budget and contributions
6	Information on your building insurance for your unit property and insurance certificate of currency
7	Excerpts from the Act regarding Committee member obligations
8	Committee nomination form
9	Absentee voting form
10	Proxy form

List of Units Owing Monies to UP12292 as at the date of the AGM Notice

<i>Unit No</i>	<i>Amount</i>
2	1,478.77
21	3,273.62
26	2,257.67
31	1,027.24
39	1,058.53
56	1,038.53
57	3,115.58
65	8,467.02

The Owners - Units Plan No.12292
2024-2025 GST Inclusive General (Administrative) Fund Financial Statement
and 2025-26 GST Inclusive General (Administrative) Fund Budget

<i>Description</i>	<i>2024-25 Actuals 1/8/24 - 31/7/25</i>	<i>2024-25 Approved Budget 1/8/23 - 31/7/24</i>	<i>2025-26 Budget 1/8/25 - 31/7/26</i>	<i>Comments</i>
INCOME				
Contributions	227,759.89	250,648.97	252,289.43	The 2025-26 proposed contribution is the same as the 2024-25 contribution of \$254,800. The amount to be raised in 2025-26 will be reduced by the units in credit at 31.7.25 which were: u3 - \$1,636.81; u17 - \$0.92; u38 - \$104.68; u45 - \$2.00; u62 - \$766.16.
Contributions due from previous years	20,396.36	20,396.36	28,596.30	At 31.7.25 outstanding contributions were: u2 - \$1,478.77; u6 - \$1,636.81; u21 - \$3,273.62; u26 - \$2,257.67; u31 - \$1,027.24; u33 - \$1,478.77; u39 - \$1,038.53; u44 - \$1,478.77; u47 - \$1,027.14; u56 - \$1,038.53; u57 - \$3,115.58; u58 - \$70.01; u61 - \$1,207.85; u65 - \$8,467.02. \$4,479.34 has been collected year to date.
Debt recovery costs recovered	0.00	2,000.00	2,000.00	Provision for expected recovery of debt collection costs
Interest income	3,237.13	1,300.00	2,000.00	
Key, lock & fob Income	526.00	0.00	0.00	
Cost recovery	0.00	209.00	209.00	Recovery of NBN connection cost from u56.
Taxation refunds	0.00	0.00	0.00	
Unit Title Certificate Fees	664.00	0.00	0.00	
Total Income	252,583.38	274,554.33	285,094.73	
EXPENDITURE				
Accounting costs	825.00	1,265.00	1,045.00	A tax agent must be used to lodge UP12292's GST and income tax returns as the ATO will not deal with UP12292 otherwise.
Audit costs	660.00	2,000.00	770.00	Provision for audit to comply with legislative requirements.
Banking costs	220.00	110.00	110.00	2024-25 included 2023-24 undercharge.
Cleaning	64,061.92	65,000.00	65,000.00	Maintenance cleaning \$5,338.66 per month.
Cleaning – windows	0.00	6,000.00	0.00	
Debt recovery costs incurred	0.00	2,000.00	2,000.00	Provision for debt recovery action against delinquent units owing levies.
Electricity consumption	14,299.52	12,000.00	15,500.00	
Fire protection equipment servicing and monitoring	11,026.72	11,100.00	11,100.00	Cost \$2,756.68 per quarter with FS Solutions, including monitoring.
Fire protection – false alarm call out charges	0.00	0.00	0.00	False alarm call out charges will be invoiced to the unit causing the alarm where this can be identified.
Garage vehicle door maintenance	0.00	1,440.00	1,440.00	

Gardening	16,015.92	16,100.00	16,100.00	Maintenance cleaning \$1,334.66 per month.
Garden street verge upgrade	0.00	0.00	5,000.00	Installation of ground cover low maintenance plants to prevent verge parking
Gutter cleaning	0.00	2,000.00	2,000.00	
Insurance excesses	500.00	2,000.00	2,000.00	One general insurance claim excess budgeted.
Insurance payouts	6,816.70	6,816.70	0.00	2024-25 u15 insurance claim. Insurance proceeds of \$6,816.70 were received in 2023-24.
Insurance premium	38,844.91	37,100.00	42,700.00	
Key, lock & fob expenses	495.00	110.00	0.00	
Lift maintenance	13,283.05	13,200.00	14,000.00	Fee charged by Electra.
Lift telephony	1,980.00	1,980.00	1,980.00	Fee charged by Lift Connect.
Management fees	31,300.70	31,300.70	32,865.74	
Management fees - work out of scope	3,033.25	4,488.00	4,488.00	Additional costs due to dealing with building defects matters and onsite attendances with contractors.
Title search fees	23.00	0.00	0.00	
Unit Title Certificate costs	664.00	0.00	0.00	A pass through item offset by unit title certificate income.
Pest control	0.00	1,000.00	1,000.00	
Postage	564.55	500.00	600.00	
Roof access system certification	836.00	1,600.00	900.00	
Rubbish removal	155.99	1,000.00	500.00	The cost of inappropriate rubbish dumping will be recovered from the unit causing the cost where this can be identified.
Signage	0.00	800.00	800.00	External cladding report suggested signage
Taxation payments - income tax & GST	16,258.70	7,500.00	5,000.00	UP12292 pays tax at the rate of 30% on interest income, less the cost of managing its tax affairs. UP12292 also pays quarterly GST instalments on its levy income, less any input tax credits it receives.
Vehicle removal process	1,362.30	1,362.30	0.00	
Venue hire	0.00	250.00	250.00	
Water consumption	12,884.88	13,000.00	13,000.00	UP12292 pays for the aggregate water <u>consumption</u> of all 75 units and the common property. Icon Water separately invoices individual units a quarterly water <u>supply</u> charge of around \$205.
Total Expenditure	236,112.11	243,022.70	240,148.74	
OPENING BALANCE	42,997.31	42,997.31	59,468.58	
TRANSFERS	0.00	0.00	0.00	
NET INCOME (Income – Expenditure)	16,471.27	31,531.63	44,945.99	
CLOSING BALANCE	59,468.58	74,528.94	104,414.57	UP12292 needs a sufficient float of around half its Administrative Fund levies to pay expenses before the next round of contributions are received and to pay unexpected expenses.

The Owners - Units Plan No.12292
2024-25 GST Inclusive Sinking Fund Financial Statement
and 2025-26 GST Inclusive Sinking Fund Budget

<i>Description</i>	<i>2024-25 Actuals 1/8/24 - 31/7/25</i>	<i>2024-25 Approved Budget 1/8/24 - 31/7/25</i>	<i>2025-26 Budget 1/8/25 - 31/7/26</i>	<i>Comments</i>
INCOME				
Contributions	153,833.00	153,833.00	153,833.00	The 2025-26 proposed contribution is the same as the 2024-25 contribution of \$173,833 with \$20,000 hypothecated to saving for the elevator replacement.
Contributions due from previous years	0.00	0.00	0.00	At 31.7.25 outstanding contributions were nil.
Elevator replacement provision contribution	20,000.00	20,000.00	20,000.00	2022 lift consultant assessment of lifts advised, with proper maintenance, the lifts may have a remaining life span of up to 11 years before needing replacement. The likely cost of replacement will be at least \$230,000 - \$250,000 per lift, ex GST (in 2022 dollars). UP12292 began raising monies from 2022-23 to save for the eventual lift replacement.
Interest income	2,482.99	300.00	2,500.00	
Total Income	176,315.99	174,133.00	176,333.00	
EXPENDITURE				
Building defect scoping and rectification work	30,995.25	100,000.00	200,000.00	<p>2024-25 costs included:</p> <ul style="list-style-type: none"> • Window leak repair u36 needing scaffolding to access – \$3,141.60 • Balcony leak repair u28 – \$11,973 • Balcony leak repair u73 – \$7,000 deposit <p>2025-26 costs known at present include:</p> <ul style="list-style-type: none"> • Basement sub-drainage and pump upgrade - \$39,813. • Bin room drainage issues will be resolved after this work, the cost for which is currently unknown. • Balcony leak repair u38 – \$16,500 • Balcony leak repair u73 – \$16,347.50 • Atrium podium waterproofing - \$100,000 subject to quotes.
Door and gate repairs	1,485.00	200.00	1,500.00	
Electrical repairs	11,344.20	5,000.00	5,000.00	Includes replacement of failed lighting in the basement and bin room with better quality lights.
Elevator repairs	0.00	3,000.00	3,000.00	
Fire protection equipment replacement	13,967.80	10,000.00	5,000.00	Excludes emergency lighting. 2024-25 costs included 5 year replacement of hydrant parts \$7,898 and \$4,180 for replacement of expired extinguishers.
Fire evacuation plans	0.00	2,000.00	2,000.00	
Garage vehicle entrance door repairs	0.00	1,000.00	1,000.00	

Intercom/access system repairs	3,689.99	2,000.00	2,000.00	Costs incurred from Fermax for remediating intercom/access problems.
Plumbing and drainage works	885.50	1,000.00	1,000.00	
Roof access system works	726.00	1,000.00	1,000.00	
Roofing and downpipe repairs	4,935.60	2,000.00	5,000.00	Roof and downpipe leak repairs
Total Expenditure	68,029.34	127,200.00	226,500.00	
OPENING BALANCE	19,573.59	19,573.59	127,860.24	
TRANSFERS	0.00	0.00	0.00	
NET INCOME (Income – Expenditure)	108,286.65	46,933.00	(50,167.00)	
CLOSING BALANCE	127,860.24	66,506.59	77,693.24	

The Owners – Units Plan No.12292 2025-26 GST Inclusive Levy Contributions

For the period 1 August 2025 to 31 July 2026

Unit No	Unit Entitlement	2025-26 General (Administrative) Fund Contribution	2025-26 Sinking Fund Contribution	2025-26 Total Contribution	Total Contribution instalment due by each of 1.10.25, 1.12.25, 1.3.26 & 1.6.26
1	131	3,337.88	2,277.21	5,615.09	1,403.77
2	131	3,337.88	2,277.21	5,615.09	1,403.77
3	145	3,694.60	2,520.58	6,215.18	1,553.79
4	106	2,700.88	1,842.63	4,543.51	1,135.88
5	106	2,700.88	1,842.63	4,543.51	1,135.88
6	145	3,694.60	2,520.58	6,215.18	1,553.79
7	200	5,096.00	3,476.66	8,572.66	2,143.17
8	92	2,344.16	1,599.26	3,943.42	985.86
9	91	2,318.68	1,581.88	3,900.56	975.14
10	92	2,344.16	1,599.26	3,943.42	985.86
11	202	5,146.96	3,511.43	8,658.39	2,164.60
12	215	5,478.20	3,737.41	9,215.61	2,303.90
13	131	3,337.88	2,277.21	5,615.09	1,403.77
14	107	2,726.36	1,860.01	4,586.37	1,146.59
15	142	3,618.16	2,468.43	6,086.59	1,521.65
16	131	3,337.88	2,277.21	5,615.09	1,403.77
17	131	3,337.88	2,277.21	5,615.09	1,403.77
18	145	3,694.60	2,520.58	6,215.18	1,553.79
19	106	2,700.88	1,842.63	4,543.51	1,135.88
20	106	2,700.88	1,842.63	4,543.51	1,135.88
21	145	3,694.60	2,520.58	6,215.18	1,553.79
22	200	5,096.00	3,476.66	8,572.66	2,143.17
23	92	2,344.16	1,599.26	3,943.42	985.86
24	91	2,318.68	1,581.88	3,900.56	975.14
25	92	2,344.16	1,599.26	3,943.42	985.86
26	200	5,096.00	3,476.66	8,572.66	2,143.17
27	215	5,478.20	3,737.41	9,215.61	2,303.90
28	131	3,337.88	2,277.21	5,615.09	1,403.77
29	107	2,726.36	1,860.01	4,586.37	1,146.59
30	142	3,618.16	2,468.43	6,086.59	1,521.65
31	91	2,318.68	1,581.88	3,900.56	975.14
32	131	3,337.88	2,277.21	5,615.09	1,403.77
33	131	3,337.88	2,277.21	5,615.09	1,403.77
34	145	3,694.60	2,520.58	6,215.18	1,553.79
35	106	2,700.88	1,842.63	4,543.51	1,135.88
36	106	2,700.88	1,842.63	4,543.51	1,135.88
37	145	3,694.60	2,520.58	6,215.18	1,553.79
38	200	5,096.00	3,476.66	8,572.66	2,143.17
39	92	2,344.16	1,599.26	3,943.42	985.86
40	92	2,344.16	1,599.26	3,943.42	985.86
41	92	2,344.16	1,599.26	3,943.42	985.86
42	205	5,223.40	3,563.58	8,786.98	2,196.74
43	215	5,478.20	3,737.41	9,215.61	2,303.90
44	131	3,337.88	2,277.21	5,615.09	1,403.77

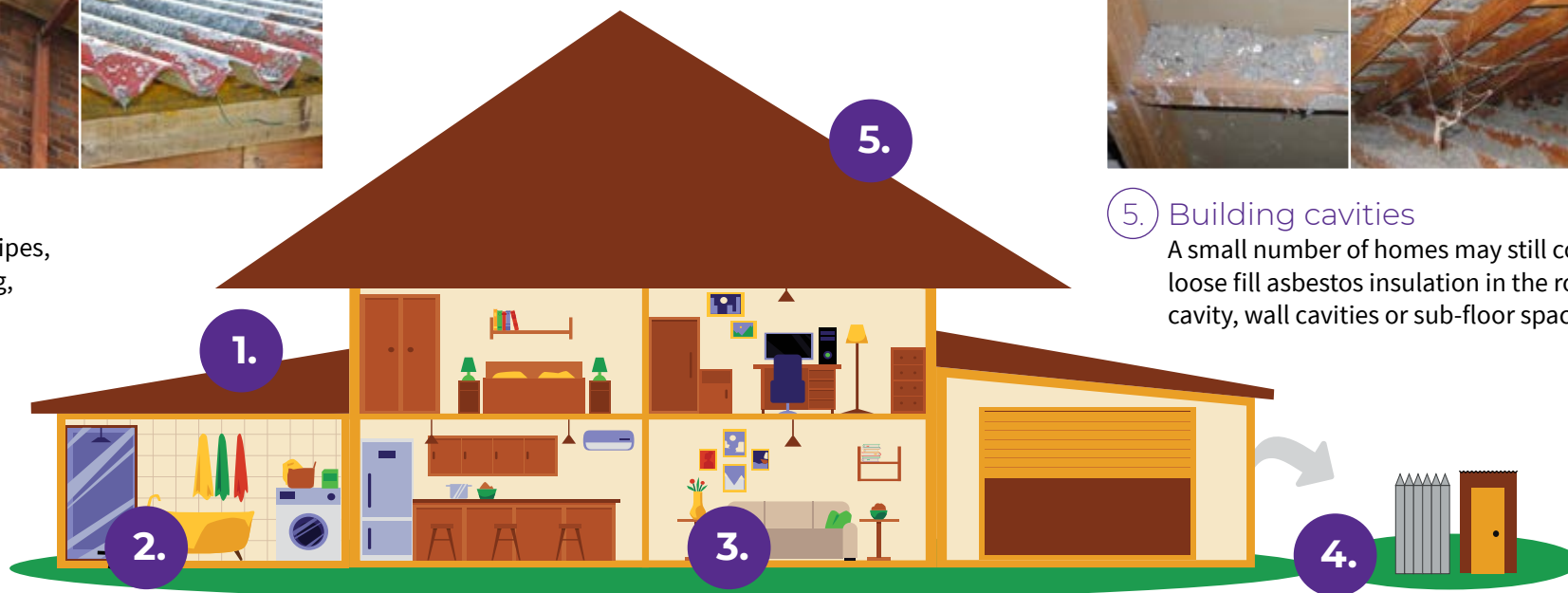
Unit No	Unit Entitlement	2025-26 General (Administrative) Fund Contribution	2025-26 Sinking Fund Contribution	2025-26 Total Contribution	Total Contribution instalment due by each of 1.10.25, 1.12.25, 1.3.26 & 1.6.26
45	107	2,726.36	1,860.01	4,586.37	1,146.59
46	142	3,618.16	2,468.43	6,086.59	1,521.65
47	91	2,318.68	1,581.88	3,900.56	975.14
48	131	3,337.88	2,277.21	5,615.09	1,403.77
49	131	3,337.88	2,277.21	5,615.09	1,403.77
50	145	3,694.60	2,520.58	6,215.18	1,553.79
51	106	2,700.88	1,842.63	4,543.51	1,135.88
52	106	2,700.88	1,842.63	4,543.51	1,135.88
53	145	3,694.60	2,520.58	6,215.18	1,553.79
54	200	5,096.00	3,476.66	8,572.66	2,143.17
55	92	2,344.16	1,599.26	3,943.42	985.86
56	92	2,344.16	1,599.26	3,943.42	985.86
57	92	2,344.16	1,599.26	3,943.42	985.86
58	205	5,223.40	3,563.58	8,786.98	2,196.74
59	215	5,478.20	3,737.41	9,215.61	2,303.90
60	131	3,337.88	2,277.21	5,615.09	1,403.77
61	107	2,726.36	1,860.01	4,586.37	1,146.59
62	142	3,618.16	2,468.43	6,086.59	1,521.65
63	91	2,318.68	1,581.88	3,900.56	975.14
64	145	3,694.60	2,520.58	6,215.18	1,553.79
65	106	2,700.88	1,842.63	4,543.51	1,135.88
66	106	2,700.88	1,842.63	4,543.51	1,135.88
67	145	3,694.60	2,520.58	6,215.18	1,553.79
68	92	2,344.16	1,599.26	3,943.42	985.86
69	92	2,344.16	1,599.26	3,943.42	985.86
70	205	5,223.40	3,563.58	8,786.98	2,196.74
71	215	5,478.20	3,737.41	9,215.61	2,303.90
72	131	3,337.88	2,277.21	5,615.09	1,403.77
73	107	2,726.36	1,860.01	4,586.37	1,146.59
74	142	3,618.16	2,468.43	6,086.59	1,521.65
75	91	2,318.68	1,581.88	3,900.56	975.14
Total	10,000	254,800.00	173,832.95	428,632.95	107,158.24

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.

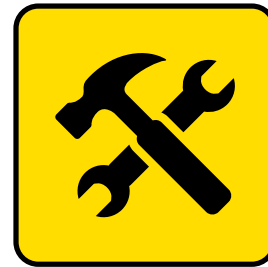
Asbestos materials become dangerous when:



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.

Energy Efficiency Report



FirstRate Report

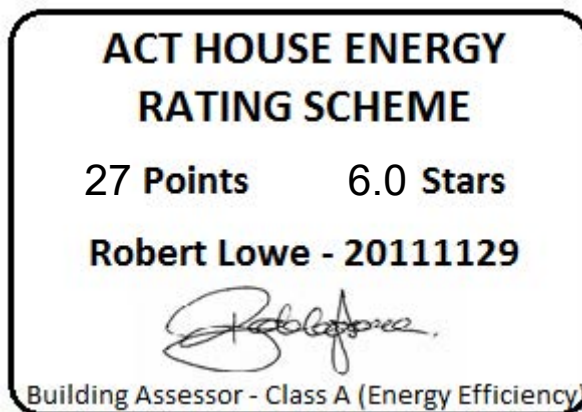


YOUR HOUSE ENERGY RATING IS: ★★ ★★ ★★ ★★ ★★ **6 STARS**
in Climate: 24 **SCORE: 27 POINTS**

Name: Smith **Ref No:** 70304

House Title: Unit 72 Block 4 Section 49 MACQUARIE **Date:** 17-06-2026

Address: 72/15 Bowman Street, Macquarie ACT 2614



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	27											
Potential	34											

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

Design options	Additional points
Change curtain to	Heavy Drapes & Pelmets 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	27	★★★★★★
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Largest windows in the dwelling;

Direction : ESE

Area : 9 m²

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. East	30	★★★★★★
2. South East	28	★★★★★★
3. South	28	★★★★★★
4. South West	29	★★★★★★
5. West	30	★★★★★★
6. North West	32	★★★★★★
7. North	32	★★★★★★
8. North East	33	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 72 Block 4 Section 49 MACQUARIE, 72/15 Bowman Street, Macquarie ACT 2614

Assessor's Name:

Net Conditioned Floor Area: 67.9 m²

Feature		Points				
		Winter	Summer	Total		
CEILING		8	0	8		
Surface Area:	0	Insulation:	8			
WALL		7	-2	4		
Surface Area:	2	Insulation:	5	Mass: -3		
FLOOR		21	-5	16		
Surface Area:	17	Insulation:	-4	Mass: 3		
AIR LEAKAGE (Percentage of score shown for each element)		-5	0	-5		
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	13 %			
Exhaust Fans	77 %	Doors	5 %			
Down Lights	0 %	Gaps (around frames)	5 %			
DESIGN FEATURES		0	0	0		
Cross Ventilation	0					
ROOF GLAZING		0	0	0		
Winter Gain	0	Winter Loss	0			
WINDOWS		-18	-3	-21		
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
ESE	9	14%	-17	5	-2	-15
SSW	4	5%	-7	1	-1	-6
WNW	0	1%	-1	0	0	0
Total	13	19%	-25	6	-3	-21

* 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 1 point

		Winter	Summer	Total
RATING	★ ★ ★ ★ ★ ★	12	-10	27*

* includes 25 points from Area Adjustment

Detailed House Data

House Details

ClientName Smith
HouseTitle Unit 72 Block 4 Section 49 MACQUARIE
StreetAddress 72/15 Bowman Street, Macquarie ACT 2614
FileCreated 17-06-2026

Climate Details

State
Town Canberra
Postcode 2600
Zone 24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	Enclosed	No	Yes	No	Carp	R0.0	22.3m ²
2	Suspended Slab	Enclosed	No	Yes	No	Float Timb	R0.0	38.1m ²
3	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	9.6m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Framed: FC Sheet Clad	No	R2.0	17.7m	2.4m
2	Framed: FC Sheet Clad	Yes	R2.0	16.0m	2.4m
3	Framed: FC Sheet Clad	Yes	R2.0	3.2m	2.2m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Framed	No	Yes	R5.0	70.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	ESE	2.1m	2.6m	No	DG2	ALIMPR	HB	No	3.0m	3.0m	0.5m
2	ESE	2.1m	1.8m	No	DG2	ALIMPR	HB	No	3.0m	3.0m	0.5m
3	SSW	2.1m	1.7m	No	DG2	ALIMPR	HB	No	3.9m	3.9m	0.2m
4	WNW	0.4m	0.9m	No	DGT2	ALIMPR	NC	No	2.7m	2.7m	1.5m

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	ESE	2.1m	2.6m	0.0m	0.0m	0.0m	0.0m	3.0m	3.8m	3.0m	0.7m
2	ESE	2.1m	1.8m	0.0m	0.0m	0.0m	0.0m	3.0m	0.6m	3.0m	4.7m
3	SSW	2.1m	1.7m	3.0m	3.9m	2.3m	0.1m	3.9m	0.2m	0.0m	0.0m
4	WNW	0.4m	0.9m	0.0m	0.0m	0.0m	0.0m	2.7m	1.0m	2.7m	2.0m

Zoning Details

Is there Cross Flow Ventilation ? Good

Air Leakage Details

Location Suburban
Is there More than One Storey ? No
Is the Entry open to the Living Area ? Yes
Is the Entry Door Weather Stripped ? Yes
Area of Heavyweight Mass 0m²
Area of Lightweight Mass 0m²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	0	3
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

John Andrew Smith
72/15 Bowman St
MACQUARIE ACT 2614
AUSTRALIA

Invoice Date
28 May 2026

Invoice Number
INV-70304

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

Due Date: 24 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

John Andrew Smith
72/15 Bowman St
MACQUARIE ACT 2614
AUSTRALIA

Payment Date
17 Jun 2026

Sent Date
18 Jun 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
28 May 2026	INV-70304	Payment	425.00	425.00	0.00
			Total AUD	425.00	0.00

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.

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