actlawsociety

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

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		21	15236	1	69	Denman Prospect
		and known as 21/20 Greenwood Street, Denman Prospect ACT				
Seller	Full name	Alana Kate Mahon				
	ACN/ABN					
	Address	231/41 Chandler Street, Belconnen ACT 2617				
Seller Solicitor	Firm	Terracon Legal				
	Email	conveyancing@terraconlegal.com.au				
	Phone	02 6128 0755	Ref: Jordan Davis-Kimber			
	DX/Address	30 Bougainville Street, Griffith ACT 2603				
Stakeholder	Name	Hive Property (ACT) Pty Ltd Trust Account				
Seller Agent	Firm	Hive Property (ACT) Pty Ltd				
	Email	Steph@hiveproperty.co				
	Phone	0403 524 615	Ref: Steph Hunt			
	DX/Address	Level 1, 4 Campion Street, Deakin ACT 2600				
Restriction on Transfer	*Mark as applicable*	☒ Nil	☐ section 370	☐ section 280	☐ section 306	☐ section 351
Land Rent	*Mark one*	☒ Non-Land Rent Lease	☐ Land Rent Lease			
Occupancy	*Mark one*	☒ Vacant possession	☐ Subject to tenancy			
Breach of covenant or unit articles	Description *(Insert other breaches)*	As disclosed in the Required Documents and this Contract for Sale (if any)				
Goods	Description	Fixed floor coverings, light fittings, window treatments, dishwasher as inspected				
Date for Registration of Units Plan		Not applicable				
Date for Completion		30 days from the Date of this Contract				
Electronic Transaction?		☐ No	☒ Yes, using Nominated ELN:	PEXA		
Land Tax to be adjusted?		☐ No	☒ Yes			
Residential Withholding Tax		New residential premises?	☒ No	☐ Yes		
		Potential residential land?	☒ No	☐ Yes		
		Buyer required to make a withholding payment?	☒ No	☐ Yes (insert details on p.3)		
Foreign Resident Withholding Tax		~~Relevant Price more than $750,000.00?~~	~~☐ No~~	~~☐ Yes~~		
		Clearance Certificates attached for all the Sellers?	☒ No	☐ Yes		

An agent may only complete the details in this black box and exchange this contract. See page 3 for more information.				
Buyer	Full name			
	ACN/ABN			
	Address			
Buyer Solicitor	Firm			
	Email			
	Phone		Ref	
	DX/Address			
Price	Price	$	(GST inclusive unless otherwise specified)	
	Less deposit	$	(10% of Price)	☐ Deposit by Instalments (clause 52 applies)
	Balance	$		
Date of this Contract				

Co-Ownership	*Mark one (show shares)*	☐ Joint tenants	☐ Tenants in common in the following shares:

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		Phone	
Address			

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

1 The Buyer may rescind this Contract at any time before 5pm on the 5th Business Day after the day this Contract is made except if any circumstance in paragraph 2 applies.

2 There is no cooling off period if:

- the Buyer is a corporation; or
- the Property is sold by tender; or
- the Property is sold by auction; or
- before signing this Contract, the Buyer gives the Seller a certificate in the form required by the Sale of Residential Property Act signed by the Buyer Solicitor; or
- this Contract is made on the same day the Property was offered for sale by auction but passed in and the Buyer was recorded in the bidders record as a bidder or a person for whom a bidder was bidding.

3 A Buyer exercising the cooling off right by rescinding this Contract forfeits 0.25% of the Price. The Seller is entitled to recover the amount forfeited from the Deposit and the Buyer is entitled to a refund of any balance.

Unit 2, 20 Greenwood Street
Block 1, Section 69 Denman Prospect
21/20 Greenwood Street, Denman Prospect ACT

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;

Unit 21 20 Greenwood Street Block 1 Section 69 Denman Prospect 2170 Greenwood Street Prospect NSW

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

Unit 21 20 Greenwood St Block 1 Section 69 Denman Prospect
21/20 Greenwood Street Denman Prospect ACT 2611

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.

Unit 1 / 20 Greenwood Street, Denman Prospect
Block 1 Section 69 Denman Prospect
1 / 20 Greenwood Street, Denman Prospect

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

Unit 2 12 Greenwood Street Section 69 Denman Prospect Woodstock ACT 2620

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;

Block 21 Section 69 Greenwood Street Prospect Greenwood Display Home

(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;

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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 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

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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

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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

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the Stakeholder in trust for the Seller and the Buyer;

(c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;

(d) the decision of the arbitrator is final and binding;

(e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;

(f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;

(g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and

(h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.

18. Notice to Complete and Default Notice

18.1 If Completion does not take place in accordance with clause 2.8, either party may, at any time after the Date for Completion, serve the other party a Notice to Complete.

18.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14* days after service of the Notice to Complete (excluding the date of service) by which and a place in Canberra at which to complete this Contract.

18.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:

18.3.1 not be in default; and

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

18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.

18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.

18.6 A Default Notice:

18.6.1 must specify the default;

18.6.2 must require the party served with the Default Notice to rectify the default within 7* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and

18.6.3 cannot be used to require a party to complete this Contract.

18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.

18.8 The time specified in a Default Notice to rectify the specified default is an essential term.

18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.

18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.

18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

19. Termination — Buyer default

19.1 If the Buyer does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term then the Seller may by notice served on the Buyer terminate and may then keep, or recover and keep, the Deposit (except so much of it as exceeds 10% of the Price) and either:

19.1.1 sue the Buyer for breach; or

19.1.2 resell the Property and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer's default are

* Alter as necessary

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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:

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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

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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.

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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

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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

Block 14 Section 69 Greenwood Street Prospect
21/20 Greenwood Street Prospect ACT

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.

Block 2 Section 20 Greenwood Street
Lot 69 Denman Prospect
Greenwood Street
Prospect ACT 2611

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:

Unit 2, 20 Greenwood St, Section 69 Denman Prospect, Greenwood Street, Denman Prospect ACT

52.3.1 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and

52.3.2 the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);

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

52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.

52.5 If the First Instalment of the Deposit is:

52.5.1 not paid on time and in accordance with clause 52.3; or

52.5.2 paid by cheque and the cheque is not honoured on first presentation,

the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause 52.5, then this Contract remains on foot, subject to this clause 52.5, until either the Seller terminates the Contract pursuant to this clause 52.5, or waives the benefit of this clause 52.5 pursuant to clause 52.8.

52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14* days after service of the Default Notice (excluding the date of service).

52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.

52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

53. Residential Withholding Tax

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

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

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

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

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

53.2 The Seller must provide the Buyer with the RW Amount Information no later than 7 days after the Date of this Contract.

53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.

53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.

53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14 255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.

53.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:

53.6.1 21 days after a written request from the Seller; or

53.6.2 7 days prior to the Date for Completion,

whichever is the earlier.

53.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.

* Alter as necessary

53.8 The Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the RW Amount.

53.9 In relation to the unendorsed bank cheque required by clause 53.8, the Buyer must:

53.9.1 forward the unendorsed bank cheque to the ATO immediately after Completion; and

53.9.2 provide the Seller with evidence of payment of the RW Amount to the ATO.

Unit 21 20 Greenwood Street
Block 1 Section 69 Denman Prospect
21/20 Greenwood Street, Denman
Prospect ACT

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SPECIAL CONDITIONS

1. GENERAL

(a) To the extent that the printed terms of the ACT Law Society Contract 2024 (General Conditions) are inconsistent with these special conditions, these special conditions override the General Conditions.

(b) The General Conditions are amended as follows:

i. Clause 2.3 is amended by deleting the words “or in cash (up to $3,000)” and inserting in its place “electronic funds transfer (noting payment is received once cleared in the recipient’s account and not at the time of transfer from the payee’s account)”;

ii. Clause 2.6 is amended by deleting the words “or in cash (up to $200)”.

iii. Clause 4 is deleted in its entirety.

iv. Clause 10.1 is amended to include the following words at the end of the sentence “, but no more than two (2) inspections between the Date of this Contract and Completion in any event”.

v. Clause 10.2 is amended by including the following words at the end of the sentence “in the opinion of the Seller, acting reasonably (and the parties agree that this clause will not require the Seller to carry out or undertake any patching or painting works if the relevant damage was present on or before the Date of this Contract)”.

vi. Clause 13.6 is amended by deleting the words “within 7 days of the Effective Date” and inserting the words “as soon as reasonably practicable following the Date of this Contract but no later than 14 days before the Date for Completion”.

vii. Clauses 13.10.1 and 13.10.2 (inclusive) are deleted in their entirety.

viii. Clause 14 is deleted in its entirety.

ix. Clause 17.1.1(a) is amended by deleting the number “5” and inserting “1”.

x. Clause 17.1.2(a) is amended by deleting the number “5” and inserting “1”.

xi. Clause 22.1.2 is amended by replacing the reference to “7 days” to “2 days”.

xii. clause 22.1.3 is amended by replacing the words “if Completion occurs later than 7 days after the Date for Completion” with “, however, this clause 22.1.3 only applies where the Buyer is the party at fault”;

xiii. Clause 39.4, a new clause is inserted as follows “Clause 17 will apply to any claim for compensation made under this clause 39”.

xiv. Clauses 40 – 50 (inclusive) are deleted in their entirety.

2. ENTIRE AGREEMENT

(a) This Contract:

i. sets out the entire understanding between the parties concerning the subject matter of this Contract; and

ii. it supersedes any prior arrangement, contract, advice or material provided to the Buyer.

(b) The Buyer confirms that it has not relied on any warranty or representation from the Seller or the Agent or any other person acting on behalf of the Seller concerning the Property.

3. KEYS

(a) The Seller will provide the Buyer with keys necessary to gain access to the Improvements on the Land.

(b) The Buyer must not make any objection or claim, cause any delay or raise any issue regarding the keys provided by the Seller to the Buyer under this clause.

4. CONDITION OF PROPERTY

(a) The Buyer warrants that the Buyer is satisfied with the condition of the Property including any defects and contamination.

(b) The Buyer:

i. acknowledges that the Improvements may be subject to or require compliance with current building laws under which the Improvements were constructed; and

ii. agrees that a failure to comply with any such laws will not constitute a defect in the Seller's title.

(c) The Seller does not warrant or provide the Buyer with any assurance that the Property is free from contamination.

(d) The Buyer acknowledges that it has made, or has had the opportunity to make, its own investigations concerning contamination on or in the Property and relies entirely on those investigations in entering this Contract.

(e) On and from the Date of this Contract, the Buyer will:

i. be responsible and liable for any damage or destruction to the Property; and

ii. accept all insurable risk concerning the Property,

except to the extent caused by the negligent act or omission of the Seller.

(f) The Buyer must not make any claim, requisition, delay Completion, terminate or rescind this Contract due to:

i. any encroachment by or on the Property;

ii. anything that was discoverable by the Buyer, or on behalf of the Buyer, or anything that should have been within the knowledge of the Buyer;

iii. any omission or mistake in the measurement or description of the Property or Seller;

iv. any outstanding requirement to erect additional fencing or amend the existing fencing on the Property;

v. any loss, damage or need for further works (whether repair or otherwise) to the Property;

vi. the requirements of an authority (whether made before or after the Date for Completion);

vii. any contamination on or in the Property;

viii. any non-compliance of the Property with any law; or

ix. the existence or non-existence of any services or utilities.

(g) The Buyer must not make any objection or claim, raise any issue, cause any delay, or rescind, purport to rescind or terminate this Contract concerning the deterioration of any landscaped or garden areas in or on the Property between the Date of this Contract and Completion (including, but not limited to, the length of grass, and the presence of weeds, leaves and similar debris).

5. ADJUSTMENTS

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

6. NOTICE TO COMPLETE

If the Seller issues a Notice to Complete or a Default Notice in accordance with clause 18, the Buyer must allow an adjustment in favour of the Seller on Completion equal to the amount of $330.00 (GST inclusive) as an additional contribution toward the Seller's legal costs.

7. SELLER AGENT

(a) The Buyer warrants that it was not introduced directly or indirectly to either the Seller or the Property by any person other than the Seller Agent or in circumstances that would otherwise give rise to any claim or demand for commission or remuneration with respect to the sale of the Property.

(b) The Buyer indemnifies the Seller against any claim or demand for commission or remuneration by any person other than the Seller Agent arising from a breach of the warranty in clause 7(a).

8. FIRB APPROVAL

(a) The Buyer warrants to the Seller that:

i. it does not require any approvals under the Australian Government's foreign investment policy to acquire the Property; and

ii. the Treasurer cannot make an order under Part II of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) regarding the acquisition of the Property by the Buyer.

(b) The Buyer indemnifies the Seller against all liability or loss suffered or incurred by the Seller which arises directly or indirectly from a breach of any of the obligations of the Buyer under this clause 8.

(c) This clause 8 is an essential term of this Contract.

9. BUYER WARRANTY

The Buyer warrants:

(a) they are not prohibited by any legislation or laws from entering this Contract; and

(b) that each Buyer has the authority and power to enter this Contract.

10. DEATH & MENTAL ILLNESS

(a) If the Buyer (or one of the buyers, if there are multiple buyers) dies or becomes mentally ill, the Seller may rescind this Contract by issuing a notice in writing to the Buyer or its solicitor.

(b) If this Contract is rescinded in accordance with this clause 10, then clause 21 will apply.

11. INSOLVENCY EVENT

(a) If an Insolvency Event occurs before Completion, the Seller will be permitted to terminate this Contract by providing written notice effective immediately and clause 19 will apply.

(b) For the purposes of this clause, an **'Insolvency Event**' means:

i. the Buyer goes into liquidation;

ii. the Buyer has a summons or application presented or an order made for it to be wound up;

iii. the Buyer has an administrator or receiver appointed over any part of its assets;

iv. the Buyer enters into a scheme, deed of arrangement, assignment or composition for the benefit of its creditors.

12. NON-MERGER

Any obligation for the Buyer to make any payment under this Contract will not merge on Completion.

13. ELECTRONIC TRANSACTION

(a) For the purposes of this clause 13:

i. **Platform** means an electronic conveyancing platform specified by the Seller or its solicitor from time to time, by written notice to the Buyer.

(b) For the purposes of the *Electronic Transactions Act 2001* (ACT) and the *Electronic Transactions Act 1999* (Cth), each party consents to:

i. the electronic signing of this Contract;

ii. the electronic exchange of this Contract;

iii. the electronic Completion of this Contract (if available at the time of Completion); and

iv. notices being served or received under this Contract electronically, including by email,

whether performed via the Platform or otherwise.

(c) The parties warrant that:

i. the electronically signed and exchanged Contract; and

ii. if reasonably required by any party, a print out of the Contract which has been electronically signed and exchanged,

is sufficient evidence of:

iii. the parties' intention to enter into and be bound by the Contract;

iv. the parties' consent to conducting this Contract electronically; and

v. the Contract itself being a document which is in writing and signed in a manner that results in a binding agreement.

(d) Where the Buyer is a corporation, the Buyer warrants that:

i. it has complied with its constitution and any provisions of the *Corporations Act 2001* (Cth) that apply to the Buyer as replaceable rules;

ii. the persons signing on behalf of the Buyer:

a. have been duly appointed;

b. have the authority to exercise the powers and perform the duties customarily exercised or performed by that kind of officer or agent of a similar company;

c. properly perform their duties to the Buyer

d. hold the office or role that they hold out that they occupy, when signing this Contract;

iii. it considers that this Contract has been duly executed with the intention of the Buyer being bound to perform this Contract.

(e) The parties acknowledge and agree that:

i. this Special Condition does not diminish the obligations of the parties to:

a. provide the transfer and other documents or instruments on paper, signed and duly attested in accordance with the *Land Titles Act 1925* (ACT);

b. sign and duly attest, in accordance with *Civil Law (Property) Act 2006* (ACT):

1. documents, pursuant to a power of attorney; and

2. deeds generally; and

ii. the parties will do all things necessary to give effect to this Contract, whether electronically or otherwise.

(f) The Seller's solicitor will provide to the Buyer's solicitor within seven (7) days from the date of this Contract:

i. an authorised copy of the Printed Terms;

ii. the duly executed transfer, as required by clause 5.2 of the Printed Terms; and

iii. if the Contract is executed under a power of attorney for the Seller, the original front page of the Contract signed and by that attorney and duly witnessed as required by section 227(4) of the *Civil Law (Property) Act 2006* (ACT), with the security certificate from the Platform confirming electronic exchange.

(g) The parties warrant that a signed original front page of this Contract is held and can be produced if reasonably requested by any party, if not already handed over in accordance with this clause 13.

14. DIRECTOR GUARANTEE AND INDEMNITY

(a) If the Buyer is a corporation that is not listed on the Australian Stock Exchange or is a company limited by guarantee under the *Corporations Act 2001* (Cth), then each director of the Buyer must provide a personal guarantee in the form of the Deed of Guarantee and Indemnity attached as Annexure A (**Guarantee & Indemnity Deed**).

(b) If any Guarantor has not signed the Guarantee & Indemnity Deed within 7 days from the Date of this Contract, the Seller may immediately terminate this Contract by serving a written notice to the Buyer or its solicitor.

TERRACON

ANNEXURE A – GUARANTEE & INDEMNITY DEED

In this Deed:

(a) Guarantor means each director of the Buyer as at the Date of this Contract.

(b) Any capitalised terms used in this Deed which are not defined have the corresponding meaning given to them in the Contract for Sale which this Deed forms an Annexure to.

(c) In consideration of the Seller entering the Contract at the request of each Guarantor, each Guarantor guarantees to the Seller the payment of all money payable by the Buyer under this Contract and the performance of all other obligations imposed on the Buyer under this Contract.

(d) Each Guarantor indemnifies the Seller against any loss, claim, damage, action, 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.

(e) Each Guarantor must pay on demand any money due to the Seller under the indemnity in clause (b).

(f) Each Guarantor is jointly and severally liable with the Buyer to the Seller for the performance of the Buyer's obligations under this Contract and any damage incurred by the Seller due to the Buyer's failure to perform its obligations under this Contract.

(g) Each and every guarantee and indemnity provided under the terms of this Deed is continuing and binds each Guarantor despite:

i. the death, bankruptcy or liquidation of any Guarantor;

ii. the resignation of any Guarantor as a director of the Buyer;

iii. any waiver or extension of time granted from the Seller to the Buyer;

iv. the Contract being held invalid or incomplete for any reason;

v. Completion of the Contract; or

vi. improper execution by the Buyer to the Contract.

(h) Each Guarantor warrants that their obligations under this Deed are valid and binding, they are entering this Deed as an adult above the age of 18 and are not acting in any capacity as a trustee and have been given an opportunity to seek independent legal and financial advice before entering this Deed.

TERRACON

Executed as a Deed

DATED:

SIGNED AND SEALED by the **GUARANTOR** in the presence of:

Signature of **GUARANTOR**	Signature of Witness
Name of **GUARANTOR**	Name of Witness

SIGNED AND SEALED by the **GUARANTOR** in the presence of:

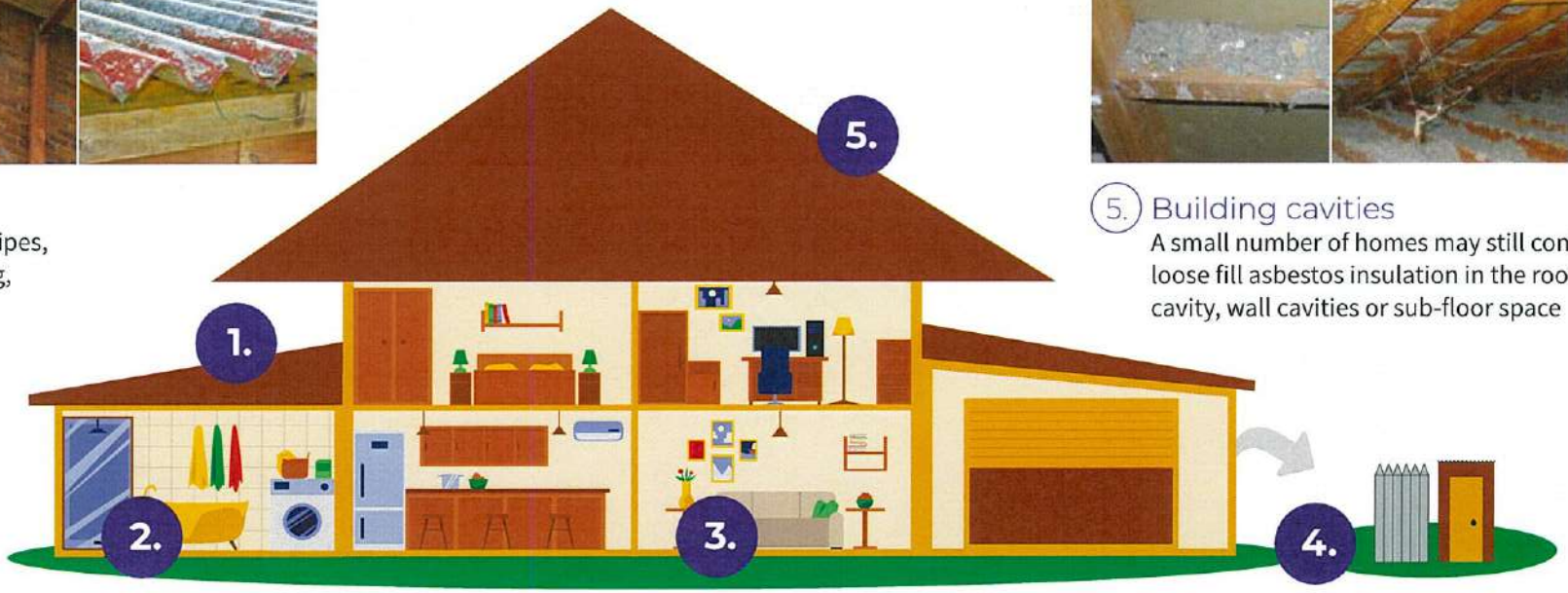
Signature of **GUARANTOR**	Signature of Witness
Name of **GUARANTOR**	Name of Witness

If a home was built before 1990
it may contain dangerous asbestos material

ACT Government

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

ACT Government

Assess the risk

A licensed asbestos assessor can help identify asbestos in your home and its condition.

Asbestos materials become dangerous when:

Broken or in poor condition

Damaged accidentally

Disturbed during renovation or repairs

Loose fill asbestos insulation

Manage asbestos safely

- Monitor the condition of asbestos in your home
- Inform tradespeople of locations of asbestos in your home
- Avoid disturbing or damaging asbestos if working on your home
- Engage a licensed asbestos removalist to remove asbestos

If you suspect your home contains loose fill asbestos insulation, contact Access Canberra.

For more information, visit www.worksafe.act.gov.au or call Access Canberra contact centre – 13 22 81
If you need interpreting help, telephone the Translating and Interpreting Service on 131 450

*Advice based on the Asbestos Safety and Eradication Agency's residential asbestos disclosure research.

Product	Title Details
Date/Time	20/05/2026 02:22PM
Customer Reference	20269504
Order ID	20260520000966
Cost	$35.00

Volume 3009 **Folio** 585 **Edition** 4

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Denman Prospect Section 69 Block 1 on Deposited Plan 12476 with 56 units on Unit Plan 15236

Unit 21 (Class B) entitlement 172 of 10000, 0 subsidiaries

Lease commenced on 16/11/2021, terminating on 10/08/2119

Proprietor

ALANA KATE MAHON

231/41 CHANDLER STREET, BELCONNEN ACT 2617

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
17/11/2021	3122278	Caveat by Homes for Homes Limited (ACN: 143 151 544)
03/09/2025	3403034	Mortgage to Bank Of Queensland Limited (ACN: 009 656 740)

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
201936051	Development Application	03/10/2019	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	16/03/2020

Description
PROPOSAL FOR MULTI UNIT DEVELOPMENT - construction of 56 new terrace dwellings comprising of eight separate buildings up to three storeys, including double or tandem garage parking, landscaping and associated works.

This data (excluding administrative interests) is certified correct by the Registrar-General at 14:22:50 on 20/05/2026

Unregistered dealings have not been formally recorded in the register.

Product	Title Details
Date/Time	20/05/2026 02:26PM
Customer Reference	20269504
Order ID	20260520000981
Cost	$35.00

Volume 3009 **Folio** 564 **Edition** 2

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Denman Prospect Section 69 Block 1 on Deposited Plan 12476 with 56 units on Unit Plan 15236

Lease commenced on 16/11/2021, terminating on 10/08/2119

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 15,236

Signature Strata, 17/11 National Circuit, Barton, ACT 2600

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
26/04/2022	3154400	Application to Note Special Resolution
07/01/2025	3357344	Application to Note Special Resolution - Refer Instrument

End of interests

ADMINISTRATIVE INTERESTS

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

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

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Description
PROPOSAL FOR MULTI UNIT DEVELOPMENT - construction of 56 new terrace dwellings comprising of eight separate buildings up to three storeys, including double or tandem garage parking, landscaping and associated works.

This data (excluding administrative interests) is certified correct by the Registrar-General at 14:26:25 on 20/05/2026

Unregistered dealings have not been formally recorded in the register.

3122278

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

CAVEAT

Form 036 - X

Land Titles Act 1925

LODGING PARTY DETAILS			
Name	**Email Address**	**Customer Reference Number**	**Contact Telephone Number**
Homes for Homes Limited	enquiries@homesforhomes.org.au	N/A	1300 767 918

TITLE AND LAND DETAILS				
Volume & Folio	**District/Division**	**Section**	**Block**	**Unit**
3009:585	Denman Prospect	69	1	21

REGISTERED PROPRIETOR/S (Surname Last) (ACN required for all companies)	**FULL POSTAL ADDRESS** (including postcode)
E Land 1 Pty Ltd ACN – 630 331 636	P2 Level 3 59 Wentworth Avenue, Kingston, ACT, 2604

CAVEATOR (Surname Last) (ACN required for all companies)	**FULL POSTAL ADDRESS** (including postcode)
HOMES FOR HOMES LIMITED ACN 143 151 544	GPO BOX 4911 MELBOURNE VIC 3001

FORM OF TENANCY – (to be completed where more than one Caveator is listed)

☐ Joint Tenants ☐ Tenants in Common in (the following shares) - (Please state Caveator's name and shares out in full)

ADDRESS FOR SERVICE OF NOTICES FOR THE CAVEATOR (Must be an address in the Australian Capital Territory – including postcode)	**EMAIL ADDRESS FOR SERVICE OF NOTICES FOR THE CAVEATOR** (optional)
PO BOX 253 CANBERRA ACT 2601	enquiries@homesforhomes.org.au

NATURE OF THE ESTATE OR INTEREST IN THE LAND (for information, see guidance notes)

An equitable interest as charge pursuant to a charge granted under the Homes for Homes Donation Deed between the Caveator and E Land 1 Pty Ltd dated 06-05-2016 to secure payment of 0.1% of the sale proceeds upon the sale of the Land

REPRESENTING SOLICITOR DETAILS FOR CAVEATOR (Complete if applicable – otherwise state below "Not Applicable")

Name of Firm	**Solicitor Email Address**	**Solicitor Name**
Not applicable	Not applicable	Not applicable

ACTION REQUIRED BY THIS CAVEAT (Tick the appropriate box – one box should be Ticked)

(a)	Prevention of all instruments with the land (refer to statutory exceptions overleaf).	☐
(b)	Prevention of all instruments with the land other than those dealings as identified at *S104(5) Land Titles Act 1925*	☐
(c)	Prevention of instruments as follows; Transfer without Caveators Consent	☒

CERTIFICATION **Delete the inapplicable*

Caveator

*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 law and any Prescribed Requirement.

Signed By:
Jon Whitehead
CFO, Homes for Homes Limited

for: *Homes for Homes*

on behalf of the Caveator

Print full name and address of adult witness:
Sarah Witty
Basement Level, 227 Collins Street,
Melbourne VIC 3000

OFFICE USE ONLY			
Lodged by	**LMT**	Registered date / by	js 17/11/2021
Data entered by	**LMT**	Attachments/Annexures	

Notice 6

COPY

ACT Government | Access Canberra

The Secretary
E Land 1 Pty Ltd
P2 Level 3, 59 Wentworth Avenue
KIngston ACT 2604

NOTICE TO REGISTERED PROPRIETOR OF LODGEMENT OF CAVEAT

Section 105(1) Land Titles Act 1925

This letter is to provide notice that a caveat has been lodged with this office affecting the land of which you are the registered owner. A copy of the caveat is attached (interest in land provided).

A caveat is a document, which is entered in the land titles register to protect an interest in land. The existence of a caveat on the register relating to your land does not give the caveator the right to do anything with the land. However, it does prevent the registration of any change in the register until notice of that change has been given to the caveator.

Upon receiving notice of any proposed changes in the register relating to your land the caveator may apply to the Supreme Court for an order preventing the registration of that change. If the caveator elects not to seek such an order the changes can be registered.

The caveat will remain on the register until it is withdrawn or otherwise disposed of. You should seek independent legal advice if you require further information regarding the caveat and its effect.

LAND AFFECTED BY CAVEAT

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Denman Prospect	69	1	1 to 56	3009:656 to 3009:620	

CAVEAT NUMBER

3122258 to 3122318

CAVEATOR

Homes for Homes Limited

REGISTERED PROPRIETOR

E Land 1 Pty Ltd

Leanne Taunton
Deputy Registrar-General
16 November 2021

Access Canberra
Land Titles
GPO Box 158 Canberra ACT 2601 / Phone 132 281

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

SR$3154400 14/04/2022 13:44:44 Wood E

SPECIAL RESOLUTION
ION

SR	3154400

ict 1925

LODGING PARTY DETAILS CRN: UP 15236

Name	Email Address	Contact Telephone Number
LJ Hooker Strata ACT Pty Ltd	infoact@ljhookerstrata.com.au	1800 383 333

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
3009:564	DENMAN	69	1	15236

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

Amend Rule 1.4 & Add Rule 1.13

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

☒ Sealed copy of Minutes of Meeting

☒ Sealed copy of Resolution/Motion

☐ Other (specify) -

COMMON SEAL OF OWNERS CORPORATION
(Seal must be affixed)

THE OWNERS - UNITS PLAN 15236 Common Seal

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	VOI Sighted CAT3 - EW		
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes ☐
Registered by	EW 26/04/2022	Registration Date	

LJ Hooker
Strata ACT

1st floor 182 – 200 City Walk
Canberra ACT 2601
t 1800 383 333
e infoact@ljhookerstrata.com.au

MINUTES OF
FIRST GENERAL MEETING
Units Plan No. 15236

Elio 1-19 McMichael Terrace and 20 Greenwood Street DENMAN PROSPECT ACT

THE OWNERS - UNITS PLAN No 15236
Common Seal

DATE Monday 14 February 2022

TIME 5:30 PM

LOCATION Zoom Meeting

MINUTES OF FIRST ANNUAL GENERAL MEETING

Units Plan No. 15236

DATE & TIME Monday 14 February 2022,at 5:30 PM

LOCATION Via Zoom

PRESENT :

Matthew Lowrie & Kathleen Anderson	Unit 1
Geoff Virtue	Unit 2
Maddison Hardy	Unit 3
Holy Schenk	Unit 7
Winsome Law	Unit 9
Tim Carton	Unit 17
Rowan Murphy	Unit 19
Rhys Cormick	Unit 24
Mathan Maglaya	Unit 25
Sun Jae Ko	Unit 26
Anand Pillay	Unit 28
Feng Qin	Unit 29
Jacob McCudden	Unit 30
Sam Tickle and Sally Graving	Unit 31
James webster and Racelle Griffin	Unit 36
Alex Sodomaco	Unit 42
Tristan Melhuish and Kathryn Lawson	Unit 43
Rehan Amir	Unit 44
Hayley Martin	Unit 48
Mari Dimitrijevic	Unit 50
Nikki Harvey	Unit 51
Haydn Browne	Unit 53

THE OWNERS - UNITS PLAN No. 15236 Common Seal

Dan Hinton	Energy Trade Representative
Brett Payne	Energy Trade Representative
Trevor Deithe	LJ Hooker Strata ACT

APOLOGY :	Nicholas Hill	Unit 46
ABSENTEE VOTE :	Amendra Singh	Unit 45 – 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 6.00 pm.

Dan and Brett from Energy Trade addressed the Owners to explain how the embedded network was set up and how it works going forward.

Any enquiries re invoicing going forward are to be emailed to dan.hinton@energytrade.com.au as the Customer Service team contact.

There appear to be 6 units that havent signed up to Energy Trade for connection. It may be that these untis are not occupied as yet.

MEETING FORMALITIES

Appointment of Chair	Sam Tickle was appointed Chair for the meeting
Proxies/Absentee Votes Received	Accepted
Apologies	Accepted

MINUTES OF INAUGURAL GENERAL MEETING

Motion 1: That the minutes of the Inaugural General Meeting held 16 November 2021 are accepted.

CARRIED

FINANCIAL REPORT

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

CARRIED

INSURANCE

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

Policy No	HU0006071755
Renewal Date	**21 October 2022**
BUILDING	$16,000,000
LOSS OF RENT	$2,400,000
PUBLIC LIABILITY	$20,000,000
FIDELITY GUARANTEE	$100,000
VOLUNTARY WORKERS	$200,000/$2,000
GOVT AUDIT COSTS	$25,000
LEGAL EXPENSES	$50,000
LOT OWNERS IMPROVEMENT	$250,000
FLOOD	Included
COMMON CONTENTS	$350,000
EXCESS:	$500.00

THE OWNERS - UNITS PLAN No. 15236 Common Seal

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

Motion 3: That upon renewal of the insurance policy, quotes will be obtained and discussed with the Executive Committee.

CARRIED

Current Claims: Nil

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 to stand as Executive Committee Members until the next Annual General Meeting :

Maddison Hardy	Unit 3
Mathan Maglaya	Unit 25
Jacob McCudden	Unit 30
Sam Tickle	Unit 31
Alex Sodomaco	Unit 42
Tristan Melhuish	Unit 43
Mari Dimitrijevic	Unit 50

Rhys Cormick Unit 24 – left the meeting

SPECIAL RESOLUTION - RULES

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 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

CARRIED

SPECIAL RESOLUTION – COMMON SEAL

Motion 6: Special Resolution: That Rule 1.13 be added 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

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.

It is noted that the complex is still under warranty, with no maintenance contracts due.

Motion 7: That the Owners Corporation appoint QIA to prepare an initial maintenance plan in accordance the Unit Titles (Management) Act 2011. Cost of the report is $450.00 incl GST.

CARRIED

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 8: That the Owners Corporation undertakes a fire safety audit within this financial year.

MOTION WITHDRAWN

ADEQUACY OF AUTHORISATIONS, DELEGATION & 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 9: 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

SPECIAL RESOLUTION – ENERGY TRADE EMBEDDED NETWORK

Motion 10 : Special Resolution
That the Owners Corporation of Unit Plan 15236, resolve they are authorised to :

a. enter into a service agreement for the provision of energy supply agreement for the provision electricity related services, within the Energy Trade Community Energy Network™; and

b. enter into an energy sale agreement for the provision of these services with Energy Trade; a copy of which is attached to this motion.

2. Specially resolves that any provision of the services, within the Community Energy Network™ and the agreement for the provision of such services attached to this motion, is ratified, accepted and approved.

3. Specially resolves that the provision of the services of selling and supplying electricity within the Community Energy Network™ and the agreement attached to this motion for the provision of such services by Energy Trade is for the period from the First Annual General Meeting to the end of the term on the agreement.

4. That the strata manager be authorised to affix the seal of the Owners Corporation to the agreement in the form attached to this motion.

CARRIED

GENERAL BUSINESS

BUILDING DEFECTS: The Owners Corporation is not aware of any physical building structural Defects related to the common property. Owners are requested to advise the Manager, Executive Committee or report to the Annual General Meeting if they are aware of any structural defects.

GENERAL BUSINESS DISCUSSION ITEMS

1. The boom gate and access via Greenwood Street

The Manager provided information relating to the approved development application indicating that the boom gate and pin pad were to be provided to enable access for the waste trucks. Owners are still concerned that residents are not able to use that entrance and have empowered the incoming EC to seek a review from the authorities with the assistance of the Manager.

2. The waste transfer station located between units 26 and 44.

The Manager will contact Suez and ACT NoWaste as it appears that at least 1 waste hopper and 1 recycling hopper need to be placed in this area.

3. The pin codes for the waste rooms.

The Manager advised that if the roller doors are not accessible by residents that it could prevent the illegal dumping of large furniture items. Access to the waste rooms is via the pedestrian doors which are not lockable. This can be reviewed by the in coming EC at their first meeting.

The meeting noted that the white bins provided by LJ Hooker Strata have not been removed. The Manager will follow up.

Owners of Unit 1 to 10 were provided with screening options for the air con units located in their courtyards. It was requested that the Manager contact Elevated to see if it was possible for all units to have the type 2 screening (all sides and front).

Meeting Closed at 7.25 pm

Units Plan 15236 – ELIO

1-19 McMichael Terrace & 20 Greenwood Sreet, DENMAN PROSPECT ACT 2611

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 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.

Common seal of Owners Corporation

THE OWNERS - UNITS PLAN 15236 Common Seal

(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.

Common seal of Owners Corporation

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?

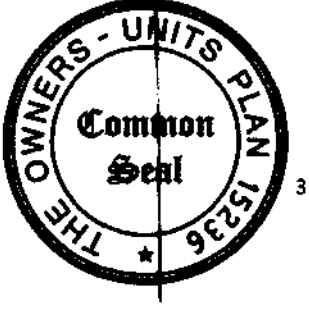
(1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:

(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).



Common seal of Owners Corporation

(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

Common seal of Owners Corporation

ACT Government

Access Canberra

LAND TITLES
ACCESS CANBERRA

Chief Minist SR$3357344 16/12/2024 12:20:26 Elri P

3357344

SR

Land Titles Act 1925

LODGING PARTY DETAILS

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

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
3009:564	DENMAN PROSPECT	69	1	15236

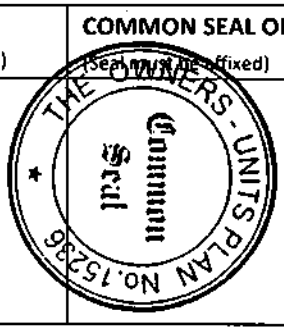
DETAILS OF ARTICLE/S BEING AMENDED (Insert article number/s)

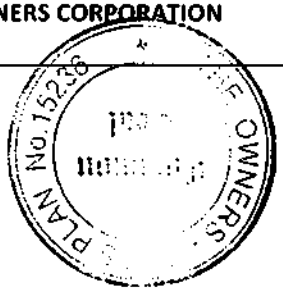
Register consolidated rules

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

- ☐ Sealed copy of Minutes of Meeting
- ☐ Sealed copy of Resolution/Motion
- ☒ Other (specify) – **register consolidated rules**

COMMON SEAL OF OWNERS CORPORATION
(Seal must be affixed)





CERTIFICATION **Delete the inapplicable*

Applicant

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

Signed By:

Belinda Gai Denzel
Senior Administrator

Witnessed By:

Laura Bridge
Strata Manager

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

OFFICE USE ONLY

Lodged by		Annexures/Attachments	~~Minutes/Resolution/Motion~~
Data entered by		Evidence Manager Appointed	Yes ☐
Registered by	LMT	Registration Date	07/01/2025

VOI category 1 sighted LMT 06/01/2025

ACT Government | Access Canberra.

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

ANNEXURE

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS					
Volume & Folio	**District/Division**	**Section**	**Block**	**Unit**	**Consideration** (Only complete is if requesting transactions not be aggregated)
3009:654	DENMAN PROSPECT	69	1		

ANNEXURE TO (insert dealing type)	**TOTAL NUMBER OF PAGES IN ANNEXURE**
Register Alternate Rules	9

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
The Owners – Unit Plan No 15236

THE OWNERS - UNITS PLAN No. 15236
Common Seal

Signature Strata

Trusted Management, Unique Service, Quality Assured

MINUTES OF THE 2024 ANNUAL GENERAL MEETING OF THE OWNERS OF UNITS PLAN 15236 "ELIO"
1-19 MCMICHAEL STREET, 20 GREENWOOD & 2-28 TRINCA ST, DENMAN PROSPECT

DATE HELD: Wednesday 27 November 2024 - 5:00 PM

VENUE: Zoom Online Meeting

PRESENT:
Unit 9 Winsome Wing Sum Law
Unit 17 Timothy Carton
Unit 19 Casi Weber
Unit 30 Rebecca Mansfield
Unit 40 Dominic Catanzariti
Signature Strata - Karrina Haag & Calli Fenwick

THE OWNERS - UNITS PLAN NO. 15236 Common Seal

PROXIES: Nil.

ABSENTEE VOTES: Unit 34 Anh Nquyen – voting in favour of all motions

CHAIRPERSON Unit 40 Dominic Catanzariti

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

MINUTES

MOTION 1. *That the minutes of the previous annual general meeting held on 23 November 2023 are accepted.*

MOTION CARRIED

INSURANCE

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

Insurance cover held by the Owners Corporation was renewed on the 21st October through Allinsure, with the new Certificate of Currency not received prior to the issuing of the Agenda. Updated details are summarised below.and the new certificate attached.

Insurer & Policy No:	CHU / HU0006071755
Renewal Date:	21 October 2025
Building Sum Insured:	$28,717,500.00
Excesses:	$2,000
Base Premium:	$32,414.41

(2)

Underwriting Agency Fee	$150.00
Broker Fee	$1,000.00
Administration Fee	$60.00
GST	$3,362.44
Signature Strata Commission	$2,244.87
Workers Compensation	
Renewal Date	21 October 2025
Base Premium	$250.00
Broker Fee	$100.00
Admin Fee	$60.00
Fire Levy	$5.00
GST	$41.50
Signature Strata Commission	$37.50
Commission Schedule	(AI) 30% of the brokers commission
Last insurance valuation report:	13 December 2024

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

MOTION CARRIED

MOTION 3. *That the Owners Corporation of UP15236 endorse continued Brokerage services through the existing broker, Allinsure*

MOTION CARRIED

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

MOTION CARRIED

INSURANCE CLAIMS

The meeting noted the summary attached to the agenda, advising Nil claims.

FINANCIALS

MOTION 5. *That the financial statements from 01 November 2024 to 31 October 2024 be accepted as presented.*

MOTION CARRIED

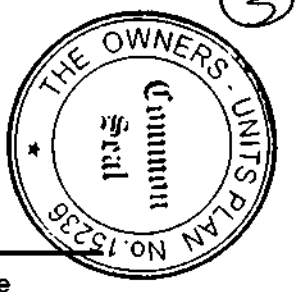
SINKINF FUND

The Owners Corporation of UP15236 obtained their Sinking Fund Forecast Report on 27 April 2022 to meet legislative requirements, and, pursuant to Section 85 of the Unit Titles (Management) Act 2011, the Sinking Fund Forecast will be renewed and updated prior to 27th April 2026.

PHYSICAL BUILDING STRUCTURAL DEFECTS

No building defects were noted and all items are noted under Maintenance.

THE OWNERS - UNITS PLAN NO. 15236 Common Seal



MAINTENANCE ISSUES

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

NEW MAINTENANCE ITEMS:

Nil.

ONGOING MAINTENANCE ITEMS:

Irrigation - Waterland were engaged to conduct an investigative report and provide advice on the system and required works, however, they do not provide quotes, and only proceed with works directly. Consequently, Waterlans's report was forwarded to Watertight for review and quoting. Watertight has since attended and provided a quote of $1,800 for the irrigation repairs, which has been approved by the committee, and is allocated within the budget. Following repairs, the timers will also be adjusted as necessary.
Please note various repairs to solenoids have already been completed.

Unit 50's Balcony - Aramax delivery van has crased into unit 50's Balcony. Signature Strata have reached out to Aramax who have admitted fault and are responsible for repairs. Insurance details have been provided to effect repairs.

CONTRACT RENEWALS:

Gardening - Beautiful Gardens have been engaged to repair the edging that has been damaged from lawnmowing.

MAINTENANCE PLAN

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

MOTION CARRIED

FIRE SAFETY

All emergency and fire systems are maintained to Australia Standards 1851 by your fire control contractor, 360 Degree Fire.

AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

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

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

BUDGET DEBATE

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

MOTION 7. *That the proposed Administrative Fund budget of $144,470.00 for the period 1 November 2024 to 31 October 2025 be adopted.*

MOTION CARRIED

MOTION 8. *That the proposed Sinking Fund Expenditure Budget of $1,800.00 for the period 1 November 2024 to 31 October 2025 be adopted.*

MOTION CARRIED

MOTION 9. *That the Owners Corporation determines an Administrative Fund Levy Contribution of $144,470.00 for the twelve-month period, commencing 1 November 2024 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1 Janurary, 1 April, 1 July, 1 October 2025.*

MOTION CARRIED

MOTION 10. *That the Owners Corporation determines a Sinking Fund Levy Contribution of $9,500.00 for the twelve-month period, commencing 1 November 2024 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1 Janurary, 1 April, 1 July, 1 October 2025.*

MOTION CARRIED

STRATA MANAGEMENT AGENCY AGREEMENT

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

The Owners Corporation's current management agreement was signed on 11th January 2024 and expires on 10th January 2027.

EXECUTIVE COMMITTEE

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

MOTION CARRIED

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

Casey Weber (Unit 19), Rebecca Mansfiels (Unit 30), Dominic Catanzariti (Unit 40), Tristan Melhuish (Unit 43)

RULE AMENDMENTS AND ADDITIONS

MOTION 12. **(Special Resolution):**
That the Owners Corporation adopt the Rules as attached and that they are registered under the Land Titles (Unit Titles) Act 1970.

MOTION CARRIED

GENERAL BUSINESS

Nil.

CLOSURE

There being no further business the chairperson declared the meeting closed at 5:50 PM

THE OWNERS - UNITS PLAN NO. 15236 Common Seal

ALTERNATE RULES OF THE OWNERS CORPORATION
UNITS PLAN 15236 "ELIO"
1-19 McMichael Terrace & 20 Greenwood Street, DENMAN PROSPECT ACT 2611

1.1 Definitions—default rules

(1) In these rules:

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

(2) A word or expression in these rules has the same meaning as in the *Unit Titles (Management) Act 2011*.

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

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

1.4 Erections and alterations

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

(a) in accordance with the express permission of the Executive Committee; and

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

THE OWNERS - UNITS PLAN NO. 15236 Common Seal

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

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

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

Example—permission unreasonably withheld

external appearance of a unit or the units plan

1.5 Pets in units

(1) A unit owner or occupier (the ***pet owner***) may keep an animal, or permit an animal to be kept, within the unit if the Owners Corporation gives written approval in accordance with Section 32 of the Management Act and —

(a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and

(b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and

(c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and

(d) the pet owner cleans any area of the units plan that is soiled by the animal; and

(e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.

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

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

(2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

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

THE OWNERS - UNITS PLAN NO 15236 Common Seal

executive committee under rule 1.12 (4).

1.13 Legal Fee Recovery

(1) If an Owners Corporation commences an action and incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.

(2) The unit holder agrees that any monies which are payable pursuant to Clause 1 shall be a debt enforceable by the Owners Corporation against the unit holder

(3) The legal fees and other costs payable in accordance with Clause 1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with Clause 1

(4) The Owners Corporation shall not commence any action against any unit holder other than to recover outstanding levies, unless authorised by a resolution of the Owners Corporation.

1.14 Seal of Owners Corporation

(1) The Managing Agent may affix the seal of the Owners Corporation to —

(a) Reduced quorum meeting notices;

(b) Rules registration documents;

(c) Notice of Change of Address for Service of Documents at the Land Titles Office; and

(d) Certifications issued under Section 119 of the Act; or

(e) For any other purpose where delegated by the Owners Corporation in accordance with Section 9A(b)(ii)

(2) If the Owners Corporation does not have a common seal, as per Section 9A(b)(ii) of the UTMA, the Managing Agent may sign a document as authorised by the Executive Committee.

1.15 Vehicles and Parking

(1) Residents should park their vehicles only in their unit's garage. Do NOT block other residents' garage without their express consent to do so.

(2) Vehicles are NOT to be parked on the driveway, on landscaped areas, or in any position where they may cause an obstruction to others.

(3) Visitor parking is for visitors ONLY, residents are not permitted to utilise visitor parking for personal use.

(4) Vehicles must observe a 5 kph speed limit within the complex.

(5) Residents are responsible for cleaning up of any oil spills on common property caused by their vehicles or their guests vehicles and will be requested by the Owners Corporation to clean up any spills in the event that this is not carried out.

(6) In the interest of safety, children are not permitted to ride cycles or play games on the common property driveway areas or in the underground parking areas.

(7) Residents or Guest are not permitted to use common property electrical outlets to change Electric Vehicles.

(8) Fire hydrants are never to be used by residents for the purpose of washing vehicles.

1.16 Garbage and Recycling

(1) The garbage hopper is for domestic waste only. All rubbish must be placed in the

hopper.

(2) All rubbish should be enclosed in an acceptable outer container, such as an approved garbage bin liner, and fastened securely.

(3) The recycling hopper is for domestic waste only. All recycling must be placed in the hopper. Non-recyclables can NOT be placed in the recycling hoppers.

(4) Large boxes should be collapsed and freed from foam or other contaminating matter before being placed in the recycling hopper in the garbage room. Large boxes should be collapsed before being placed in the hopper.

(5) Under no circumstances is garbage or recycling to be placed on the floor of the garbage or recycling enclosures. .

(6) Household items such as furniture, bedding etc. are not to be placed in either the garbage or recycling hoppers, nor the garbage or recycling enclosures, but should be disposed of by residents at appropriate Government collection areas.

1.17 Appearance

(1) Residents must maintain their units so that other units are not adversely affected in terms of hygiene, appearance or value.

(2) The draping of rugs, mats, sheets, blankets, clothing etc. over balcony railings is not permitted.

(3) Collapsible washing lines must remain below the height of the balustrade.

(4) Balconies are not to be used as a storage area.

(5) Items are not to be stored in common property areas.

1.18 Smoking

(1) An owner or occupier, and any invitee of the owner or occupier, must not smoke or vape tobacco or any other substance on the common property.

(2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or vapes or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

(3) An occupant must not discard cigarette butts or ash over any balconies or outside of their own unit boundary.

1.19 Vandalism and Damage

(1) An occupant or visitors must not damage any part of the common property.

(2) An occupant who has caused damage is liable to reimburse the owners corporation for all expenses that it incurs in rectifying the damage.

1.20 Real Estate Signs

(1) Unit owners are not permitted to display any signs in any visible external windows to their unit except with the prior approval of the executive committee.

(2) Rectification of any damage caused as a result of the erection of real estate signs will be the responsibility of the unit advertised for sale.

(3) Real estate signs are to be removed immediately upon sale or lease of the property, and are not to remain erected with the "Sold" or "Leased" stickers affixed.

1.21 General

(1) The owners corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas, or from individual units or garages.

(2) Birds or possums are not to be fed from the balconies.

(9)

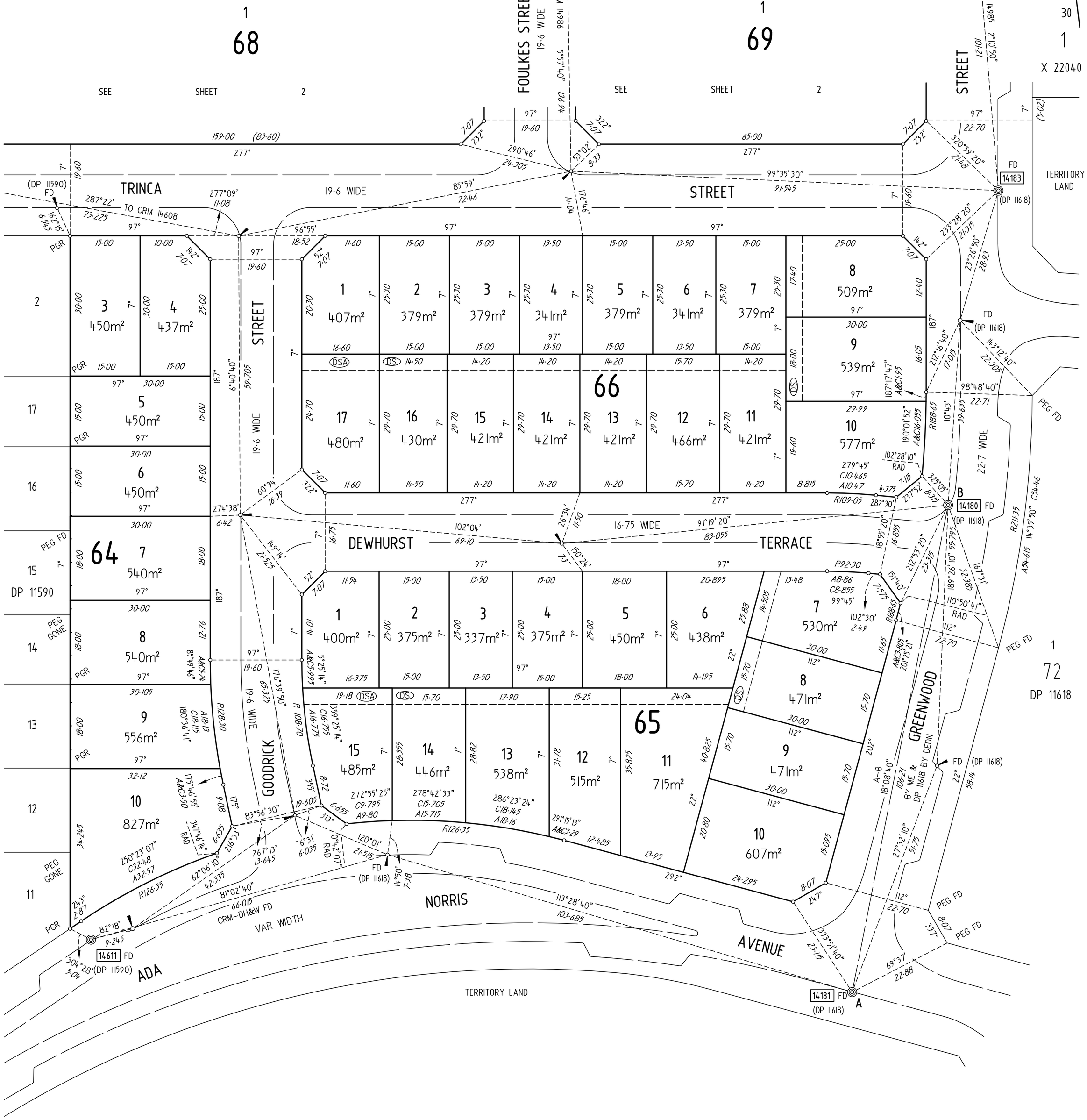
ALTERNATE RULES OF THE OWNERS CORPORATION

UNITS PLAN 15236 "ELIO"

1-19 McMichael Terrace & 20 Greenwood Street, DENMAN PROSPECT ACT 2611

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

SG/AG CO-ORDINATES OF REFERENCE MARKS		
CRM No	E	N
14180	201874·715	601608·675
14181	201841·64	601507·745
14183	201893·595	601674·16
14611	201681·325	601538·77



REFERENCE MARKS

- ~~Denotes CIP in road 1.83 radially from TP~~
- ~~Denotes CB in road 1.83 radially from TP~~
- Denotes PLAQUE IN KERB
- Denotes DEEP DRIVEN ROD
- Denotes DH&W IN KERB
- (Except as otherwise shown)

(DS) DENOTES PROPOSED DRAINAGE & SEWERAGE SERVICE EASEMENT

(DSA) DENOTES PROPOSED DRAINAGE & SEWERAGE EASEMENT

NOTE

All Easements are 3.5 metres wide
(Except as otherwise shown)

Azimuth: A–B (Strom)

Field Books:
Surveyor's Ref : 208046.2C

I, WILLIAM ROBERT CAMPBELL
of VERIS AUSTRALIA Pty Limited CANBERRA
a surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on 1 JULY 2020

(Signature) .....
Surveyor registered under the Surveyors Act 2007. 31 JULY 2020

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

4 August 2020

Surveyor–General of the ACT

PLAN OF
BLOCKS 3-10 SECTION 64, BLKS 1-15 SEC 65, BLKS 1-17 SEC 66, BLK 1 SEC 67, BLK 1 SEC 68, BLK 1 SEC 69 & BLKS 9 & 10 SEC 70 BEING A SUBDIVISION OF BLOCK 29 SECTION 1

DIVISION: DENMAN PROSPECT

DISTRICT: MOLONGLO VALLEY

AUSTRALIAN CAPITAL TERRITORY

SCALE 1:500

0 5 10 20 30 40 METRES

Deposited in the office of the Registrar of Titles at Canberra
In the Australian Capital Territory at
1:49 pm, 17/08/2020

Approved

David Pryce
Registrar-General

Registrar of Titles

DEPOSITED PLAN

12476/1

AMENDS X 22040

*JH

X22054/1

ST 133 FD
GIP
ACTGSO PLAN
RM 3636

NOT TO SCALE

TERRITORY LAND

SR 1828

59°42'40"
297.415

AVENUE

VAR WIDTH

39 WIDE

357°01'36"
188°13'30"
18.085
RAD

R730.50
A&C16.915
86°21'48"

123°30'
9.675

HOLBOROW

47 WIDE

81°23'40"
137.345

VAR WIDTH

74°23'20"
20.395

85°42'
17.66

85°42'
68.825

GREENWOOD
VAR WIDTH

159°42'
32.190

159°09'40"
110.29

89°42'
30.00

177°43'
11.16

85°42'
10.03

10
70
9198m²

9
70

TERRITORY LAND

0°
59.635

180°
58.885

176°43'40"
77.39

331°13'
8.25

10.00
270°

136.20
270°

179°42'
31.15

8.465
224°50'

309°30'50"
29.065

STREET

179°42'
46.065

15°36'20"
362.625

63°59'
8.52

14984

0°
22.70

A31.59
181°54'
C31.58
R411.35

TERRITORY LAND

269°59'10" 116.26
TO CRM 14988

97°16'20"
79.715

TO CRM 14988 272°57'
195.595

22.7 WIDE

14986

256°35'
23.19

126°32'
9.04

48°30'
6.625

86°30'
19.935

138°30'
7.49

90°
160.195

TERRITORY LAND

90°
61.185

86°58'50"
91.67

226°17'10"
25.43

147°23'
8.74

87°05'30"
RAD

(5.295)

TERRACE

11°55'40"
56.36

90°4'
11.27

A44.915
182°02'45"
C44.855
R288.65

VAR WIDTH

140°33'
9.35

69°16'20"
25.015

107°18'20"
137.92

14985

214°47'
14.92

6°57'10"
22.70

NOT TO SCALE

ST 134 FD
GIP
ACTGSO PLAN
RM 3636
(DP11618)

52°
9.07

30
1
X 22040

3
1
68

SHEET

SEE

113.085
187°

FOULKES

19.6 WIDE

STREET

TO CRM14986

5°57'40"
136.94

116.715

1
69
9646m²

22.7 WIDE

2°10'50"
101.21

187°
72.735

63.435

7°

GREENWOOD

(83.60)
277°00'

7.07
232°

290°46'
24.305

97°
19.60

322°
7.07

53°02'
8.33

65.00
277°

7.07
232°

320°59'20"
21.48

97°
22.70

(5.02)

99°35'30"
91.545

TRINCA

277°09'
11.08

287°22'
TO CRM 14608
73.225

19.6 WIDE

85°59'
72.46

STREET

FD
14183
(DP 11618)

TERRITORY LAND

7°
19.60

14°04'
17°49'

96°55'
18.52

45°
7.07

97°
19.60

11.60

15.00

15.00

13.50

15.00

13.50

15.00

25.00

97°

7.07
142°

233°28'20"
21.325

23°26'50"
28.93

TO DH&W FD

3 4 64

GOODRICK STREET

186°44'40"
59.705

66

SEE SHEET 1

SG/AG CO-ORDINATES OF REFERENCE MARKS		
CRM No	E	N
14183	201893.595	601674.16
14984	201909.095	601830.44
14985	201897.445	601775.295
14986	201817.555	601825.61
SR 1828	201869.86	601933.515
ST 133	202126.675	602083.525
ST 134	202029.12	601734.265

1:500
0 5 10 20 30 40 METRES

DATED 31 JULY 2020

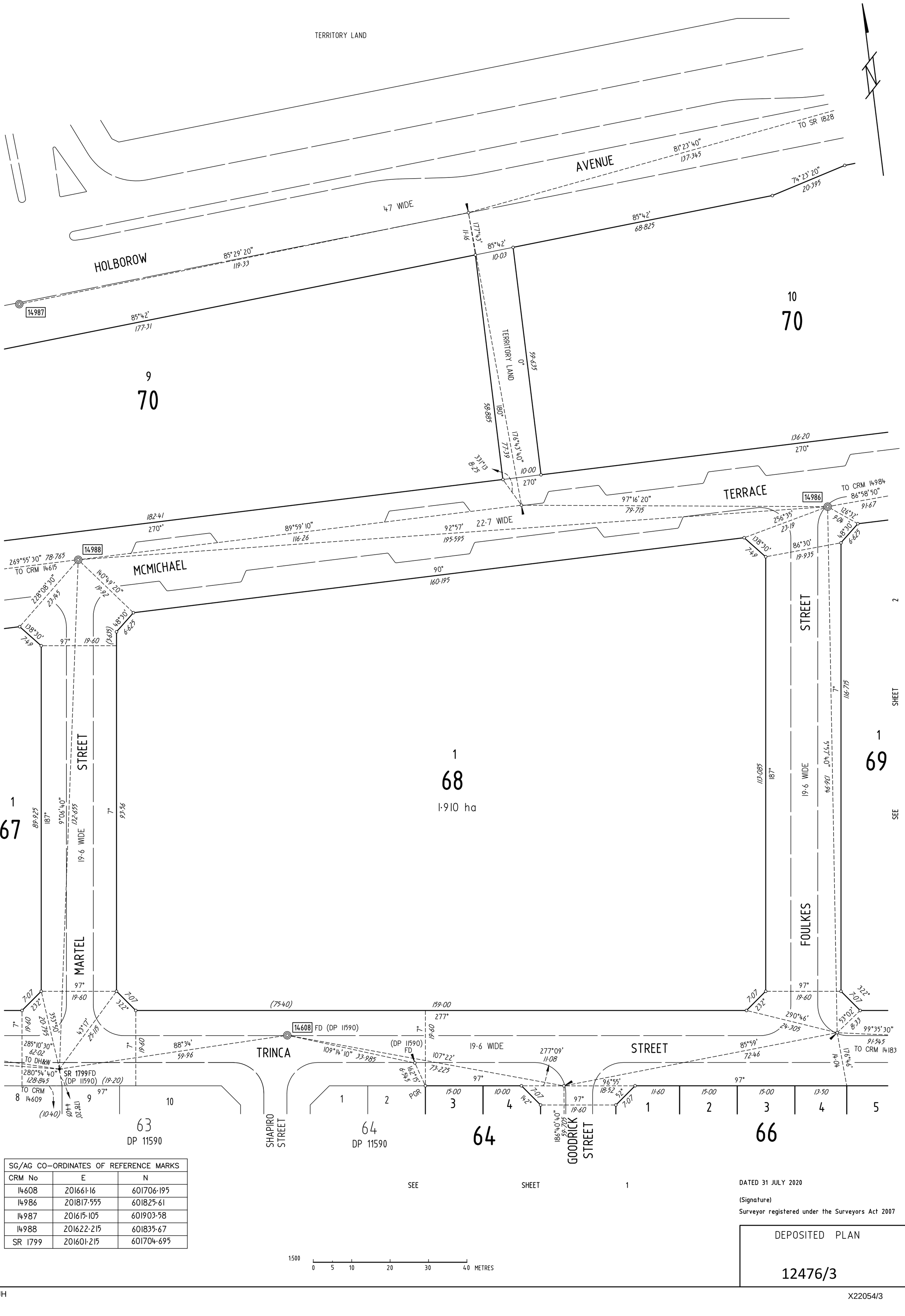
(Signature)
Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

12476/2

*JH

X22054/2



SG/AG CO–ORDINATES OF REFERENCE MARKS		
CRM No	E	N
14608	201661.16	601706.195
14986	201817.555	601825.61
14987	201615.105	601903.58
14988	201622.215	601835.67
SR 1799	201601.215	601704.695

1:500

0 5 10 20 30 40 METRES

DATED 31 JULY 2020

(Signature)

Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

12476/3

*JH

X22054/3

SRM 805 FD
STAR PICKET
ACTGSO PLAN
RM 3645
(DP 11590)

TERRITORY LAND

150°25'
97.40

7°32'30"
87.695

TERRITORY LAND

AVENUE

47 WIDE

81°23'40" 137.345
TO SR 1828

177°43'
11.11

HOLBOROW

85°29'20"
119.33

85°42'

14987
IN CONC

86°07'20"
58.74

177.31

FD IN CONC
BELOW GROUND
(DP 11590)

FD
(DP 11590)

265°28'30"
174.785

14486

NOT TO SCALE

231°46'
19.965

89°29'
158.565
NOT TO SCALE

173°50'
11.15

85°42' 16.93

0.05
1.10
(METAL)
(STONE) 0.03
(STONE) 0.01
(STONE) 0.02
(STONE) 0.02

STONE RETG WALLS
0.05 INSIDE BDY

TWO STOREY
BRICK & METAL
BUILDING
WITH STONE
RETG WALLS

3.98
(METAL)

PEG GONE

9
70
9363m²

10

TERRITORY LAND
0°
59.635

180°
58.883

176°43'40"
77.39

331°13'
8.25

10.03

10.00

1
70
DP 11590

TERRITORY LAND

11°30'50"
65.35

7°
45.935

182.41

270°

89°59'10"
116.26

92°57'
195.595

22.70
TO CRM 14986

87°45'16"
C11.86
A11.865

90°
4.93

PEG GONE

14988

TERRACE

22.7 WIDE

89°55'30"
78.765

310°16'
10.665

49°36'
11.35

228°08'30"
23.145

140°49'20"
19.92

90°
(99.705)

14615 FD
(DP 11590)

MCMICHAEL

0°
22.70

176°50'32"
R128.65

15.89

90°
57.81

138°30'
7.49

97°
19.60

(36°31') 48°30'
6.625

88°25'16" (4.93)
A&C7.09

3

1
67
6710m²

TERRITORY LAND

7°
91.785

89.925

187°

9°06'30"
132.65

STREET

19.60 WIDE

7°
93.56

1
68

SHEET

SEE

MARTEL

7.07
232°

353°50'
20.795

43°17'
25.115

7.07
322°

65.00
277°

(75.40)
277°

(DP 11590)
14609 FD 90°09'30"
54.195
NOT TO SCALE

302°42'50"
14.81

FD
(DP 11590)

14608 FD (DP 11590)

100°54'40"
128.845
NOT TO SCALE

TRINCA

105°10'30"
62.02

7°
19.60

7°
19.60

88°34'
59.96

19.6 WIDE

239°31'10"
21.61

147°12'20"
17.11

109°14'10"
33.985

(DP 11590)
FD

7°
19.60

107°22'

STREET

277°09'
11.08

162°15'
6.545

73.225

97°

SR 1799 FD
(DP 11590)

178°20'
4.405

97° (19.20)

97° (10.40)

142°
7.07
PEG GONE
PEG GONE

97°
18.10

52°
7.07
PEG GONE
PEG GONE

142°
7.07

3 4 5 6 7 8 PEG GONE 9 10 1 2 PGR 3 4

15.00

10.00

63
DP 11590

SHAPIRO STREET

DP 11590
64

GOODRICK STREET

SEE SHEET 1

SG/AG CO-ORDINATES OF REFERENCE MARKS		
CRM No	E	N
14486	201382·26	601885·815
14608	201661·16	601706·195
14609	201474·70	601729·08
14615	201543·455	601835·57
14987	201615·105	601903·58
14988	201622·215	601835·67
SR 1799	201601·215	601704·695
SRM 805	201568·01	601986·54

1:500
0 5 10 20 30 40 METRES

DATED 31 JULY 2020

(Signature)

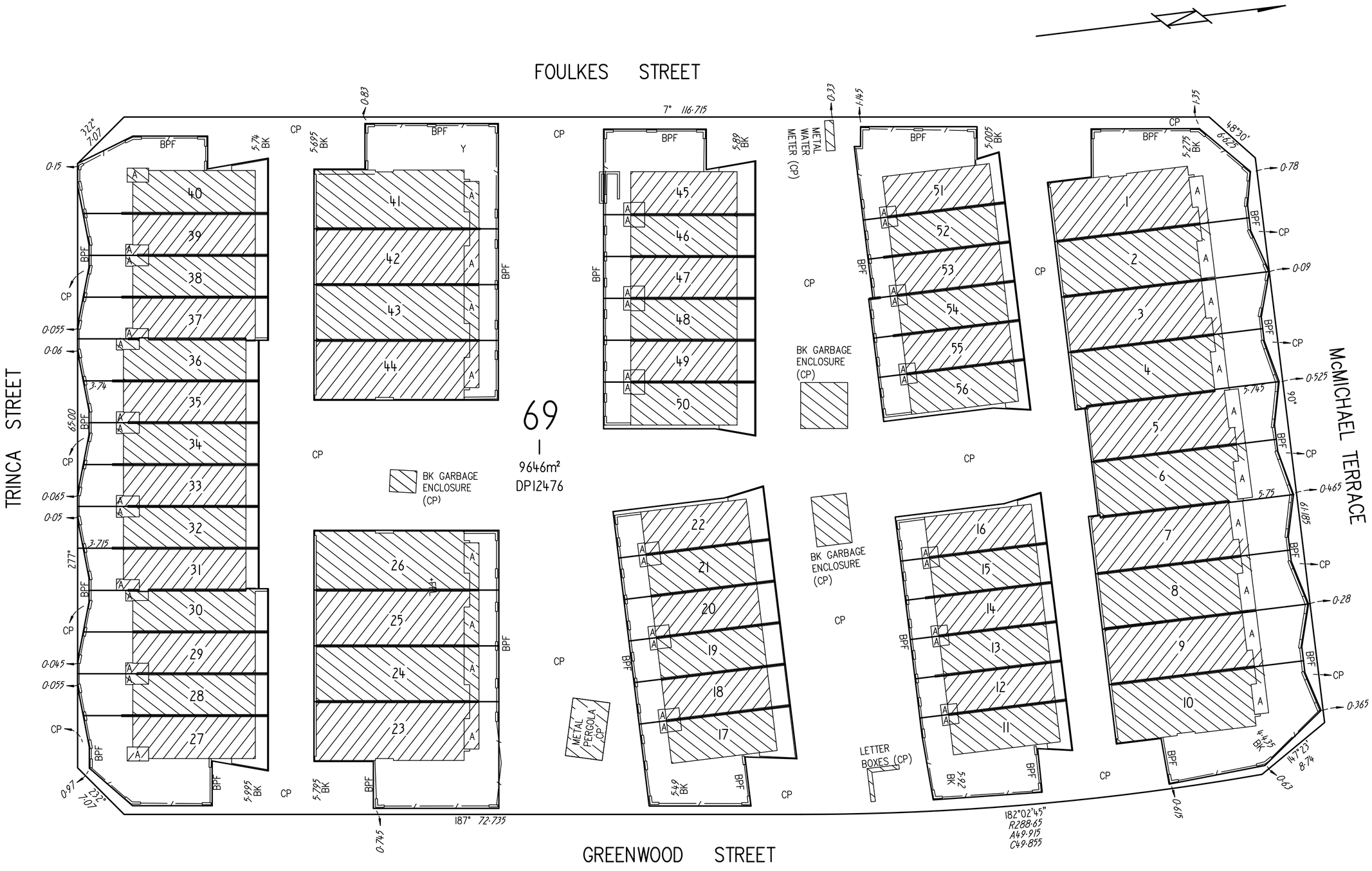
Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

12476/4

*JH

X22054/4



ALL BUILDINGS ARE THREE STOREY BRICK AND CLAD, WITH METAL ROOF

Form 1

Form 088 - SP

Graphic bar scale - SCALE 1: 300

0 1 2 3 4 5 10 15 20 METRES

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

SURVEYORS DECLARATION

I, STEVEN BELJANSKI of CLARKE & DI PAULI Pty Ltd PO BOX 88 QUEANBEYAN NSW 2620

A surveyor registered under the *Surveyors Act 2007*, herby 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) - 5/10/2021

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*.

Steven Beljanski

Signature of Registered Surveyor

7/10/2021

Dated

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

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

OR

3 (a), (b), (c)

a) ~~All units and unit subsidiaries shown in the diagrams are wholly within the parcel;~~

b) ~~The diagram clearly indicates the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel; and,~~

c) ~~The diagrams clearly indicate the existence, nature and extent of any easement granted and registered, or to be granted and registered upon registration of this proposed plan, pertaining to the parcel.~~

Address for Service of Notice	Name of Manager / Owners Corporation
1st/ Floor, 182–200 City Walk, Canberra City, ACT, 2601	LJ Hooker Strata ACT

13120_UP01_C

XUP: 22348

LAND TITLES

ACCESS CANBERRA

Chief Minister, Treasury and Economic Development Directorate

Sheet No. .....1.....of ...24.....

SITE PLAN

LAND DETAILS

Block
I

Section
69

Division
DENMAN PROSPECT

Deposited Plan Number
12476

Volume/Folio
3001:666

Class of Units (A or B)
B

Executed by Kellie-Jane White as attorney for E Land 1 Pty Ltd ACN 630 331 636 pursuant to Power of Attorney registered no. 3009143 of which the attorney has no notice of revocation

Kellie-Jane White

Witness
Eliza Carter

Signature of Lessee

Lyn Tankey

Lyn Tankey 10th November 2021

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

David Pryce
Registrar-General

16/11/2021

UNITS PLAN No.

15236

Form 2

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

Sheet No 2 of Sheets 24

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
DENMAN PROSPECT	**69**	**1**

Unit Plan No
15236

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	**UNIT ENTITLEMENT**	**UNIT SUBSIDIARIES**	**VOLUME**	**FOLIO**
1	192	-	**3009**	**565**
2	192	-	**3009**	**566**
3	192	-	**3009**	**567**
4	192	-	**3009**	**568**
5	192	-	**3009**	**569**
6	192	-	**3009**	**570**
7	192	-	**3009**	**571**
8	192	-	**3009**	**572**
9	192	-	**3009**	**573**
10	192	-	**3009**	**574**
11	156	-	**3009**	**575**
12	156	-	**3009**	**576**
13	156	-	**3009**	**577**
14	156	-	**3009**	**578**
15	156	-	**3009**	**579**
16	156	-	**3009**	**580**
17	172	-	**3009**	**581**
18	172	-	**3009**	**582**
19	172	-	**3009**	**583**
20	172	-	**3009**	**584**
Aggregate		See Sheet 4		

Executed by Kellie-Jane White as attorney for E Land 1 Pty Ltd ACN630 331 636 pursuant to Power of Attorney registered no. 3009143 of which the attorney has no notice of revocation Kellie-Jane White

Witness - Eliza Carter

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
3009	**564**

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

Dated Tenth this day of November 2021

Lyn Tankey **Lyn Tankey**

Delegate of the Authority/Executive

David Pryce
Registrar-General

Deputy Registrar-General

Form 2

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

Sheet No 3 of Sheets 24

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
DENMAN PROSPECT	**69**	**1**	15236

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	**UNIT ENTITLEMENT**	**UNIT SUBSIDIARIES**	**VOLUME**	**FOLIO**
21	172	-	**3009**	**585**
22	172	-	**3009**	**586**
23	196	-	**3009**	**587**
24	196	-	**3009**	**588**
25	196	-	**3009**	**589**
26	196	-	**3009**	**590**
27	184	-	**3009**	**591**
28	184	-	**3009**	**592**
29	184	-	**3009**	**593**
30	184	-	**3009**	**594**
31	184	-	**3009**	**595**
32	184	-	**3009**	**596**
33	184	-	**3009**	**597**
34	184	-	**3009**	**598**
35	184	-	**3009**	**599**
36	184	-	**3009**	**600**
37	184	-	**3009**	**601**
38	184	-	**3009**	**602**
39	184	-	**3009**	**603**
40	184	-	**3009**	**604**
Aggregate		See Sheet 4		

Executed by Kellie-Jane White as attorney for E Land 1 Pty Ltd ACN630 331 636 pursuant to Power of Attorney registered no. 3009143 of which the attorney has no notice of revocation

Kellie-Jane White
.....
Witness - Eliza Carter — Signature of Lessee

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Volume	Folio
3009	**564**

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

Dated Tenth this day of November 2021

Lyn Tankey
.....
Lyn Tankey
Delegate of the Authority/Executive

David Pryce
Registrar-General

.....
Deputy Registrar-General

Form 2

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

Sheet No 4 of Sheets 24

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
DENMAN PROSPECT	**69**	**1**

Unit Plan No
15236

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	**UNIT ENTITLEMENT**	**UNIT SUBSIDIARIES**	**VOLUME**	**FOLIO**
41	196	-	**3009**	**605**
42	196	-	**3009**	**606**
43	196	-	**3009**	**607**
44	196	-	**3009**	**608**
45	172	-	**3009**	**609**
46	172	-	**3009**	**610**
47	172	-	**3009**	**611**
48	172	-	**3009**	**612**
49	172	-	**3009**	**613**
50	172	-	**3009**	**614**
51	156	-	**3009**	**615**
52	156	-	**3009**	**616**
53	156	-	**3009**	**617**
54	156	-	**3009**	**618**
55	156	-	**3009**	**619**
56	156	-	**3009**	**620**
Aggregate	10,000	-		

Executed by Kellie-Jane White as attorney for E Land 1 Pty Ltd ACN630 331 636 pursuant to Power of Attorney registered no. 3009143 of which the attorney has no notice of revocation Kellie-Jane White

.....

Witness - Eliza Carter

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
3009	**564**

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

Dated Tenth this day of November 2021

Lyn Tankey

.....**Lyn Tankey**.....

Delegate of the Authority/Executive

David Pryce
Registrar-General

.....

Deputy Registrar-General

UNIT INDEX

UNIT IDENTIFIER			
UNIT No.	SHEET No.	DOOR No.	STREET ADDRESS
1	6	1/19	19 MCMICHAEL TERRACE
2	6	2/17	17 MCMICHAEL TERRACE
3	6	3/15	15 MCMICHAEL TERRACE
4	6	4/13	13 MCMICHAEL TERRACE
5	6	5/11	11 MCMICHAEL TERRACE
6	7	6/9	9 MCMICHAEL TERRACE
7	7	7/7	7 MCMICHAEL TERRACE
8	7	8/5	5 MCMICHAEL TERRACE
9	7	9/3	3 MCMICHAEL TERRACE
10	7	10/1	1 MCMICHAEL TERRACE
11	8	11/20	11/20 GREENWOOD STREET
12	8	12/20	12/20 GREENWOOD STREET
13	8	13/20	13/20 GREENWOOD STREET
14	8	14/20	14/20 GREENWOOD STREET
15	8	15/20	15/20 GREENWOOD STREET
16	8	16/20	16/20 GREENWOOD STREET
17	9	17/20	17/20 GREENWOOD STREET
18	9	18/20	18/20 GREENWOOD STREET
19	9	19/20	19/20 GREENWOOD STREET
20	9	20/20	20/20 GREENWOOD STREET
21	9	21/20	21/20 GREENWOOD STREET
22	9	22/20	22/20 GREENWOOD STREET
23	10	23/20	23/20 GREENWOOD STREET
24	10	24/20	24/20 GREENWOOD STREET
25	10	25/20	25/20 GREENWOOD STREET
26	10	26/20	26/20 GREENWOOD STREET
27	11	27/2	2 TRINCA STREET
28	11	28/4	4 TRINCA STREET
29	11	29/6	6 TRINCA STREET
30	11	30/8	8 TRINCA STREET
31	11	31/10	10 TRINCA STREET
32	11	32/12	12 TRINCA STREET
33	11	33/14	14 TRINCA STREET
34	12	34/16	16 TRINCA STREET
35	12	35/18	18 TRINCA STREET
36	12	36/20	20 TRINCA STREET
37	12	37/22	22 TRINCA STREET
38	12	38/24	24 TRINCA STREET
39	12	39/26	26 TRINCA STREET
40	12	40/28	28 TRINCA STREET
41	13	41/20	41/20 GREENWOOD STREET
42	13	42/20	42/20 GREENWOOD STREET
43	13	43/20	43/20 GREENWOOD STREET
44	13	44/20	44/20 GREENWOOD STREET
45	14	45/20	45/20 GREENWOOD STREET
46	14	46/20	46/20 GREENWOOD STREET
47	14	47/20	47/20 GREENWOOD STREET
48	14	48/20	48/20 GREENWOOD STREET
49	14	49/20	49/20 GREENWOOD STREET
50	14	50/20	50/20 GREENWOOD STREET
51	15	51/20	51/20 GREENWOOD STREET
52	15	52/20	52/20 GREENWOOD STREET
53	15	53/20	53/20 GREENWOOD STREET
54	15	54/20	54/20 GREENWOOD STREET
55	15	55/20	55/20 GREENWOOD STREET
56	15	56/20	56/20 GREENWOOD STREET

LEGEND

ALL BUILDINGS ARE THREE STOREY BRICK AND CLAD, WITH METAL ROOF

⬭ DENOTES BOUNDARY THROUGH 0·20 CONCRETE WALL AND 0·27 TIMBER WALL
* DENOTES BOUNDARY ON FACE OF WALL
A DENOTES AWNING
B DENOTES BALCONY
BPF DENOTES BRICK PIER & METAL FENCE
CP DENOTES COMMON PROPERTY
CPLH DENOTES COMMON PROPERTY PARTLY LIMITED IN HEIGHT TO UNDERSIDE OF EAVES & GUTTERS.
HL DENOTES THAT THE UNIT IS PARTLY LIMITED IN HEIGHT TO THE UNDERSIDE OF THE ADJOINING UNIT'S ROOF OVERHANG, IN THE AREA BETWEEN THE DASHED LINE AND THE DIMENSIONED UNIT BOUNDARY. THE ADJOINING UNIT PROJECTS VERTICALLY OVER THE HEIGHT LIMITED AREA ONLY. THIS IS ALSO APPLICABLE IN OTHER OVERHANGING AREAS, NOT VISIBLE OR NOT SHOWN BY HL DASHED LINE.
LGB DENOTES OFFSET TO LOWER GROUND BRICK
PG DENOTES PORCH ON GROUND FLOOR
TF DENOTES TIMBER PALING FENCE

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

Sheet No. 5 of 24

FLOOR PLAN

Block
I

Section
69

Division
DENMAN PROSPECT

FLOOR NUMBER
LEGEND AND UNIT INDEX

Executed by Kellie-Jane White as attorney for E Land 1 Pty Ltd ACN630 331 636 pursuant to Power of Attorney registered no. 3009143 of which the attorney has no notice of revocation

Kellie-Jane White

Witness
Eliza Carter

Lyn Tankey

Lyn Tankey
Delegate of the ACT
Planning and Land Authority

Form 3

Form 091 - FP

UNITS PLAN No.
15236

SEE SHEET 5 FOR LEGEND

LAND TITLES

ACCESS CANBERRA

Chief Minister, Treasury and Economic Development Directorate

Sheet No. .....6.....of .24.....

FLOOR PLAN

Block

I

Section

69

Division

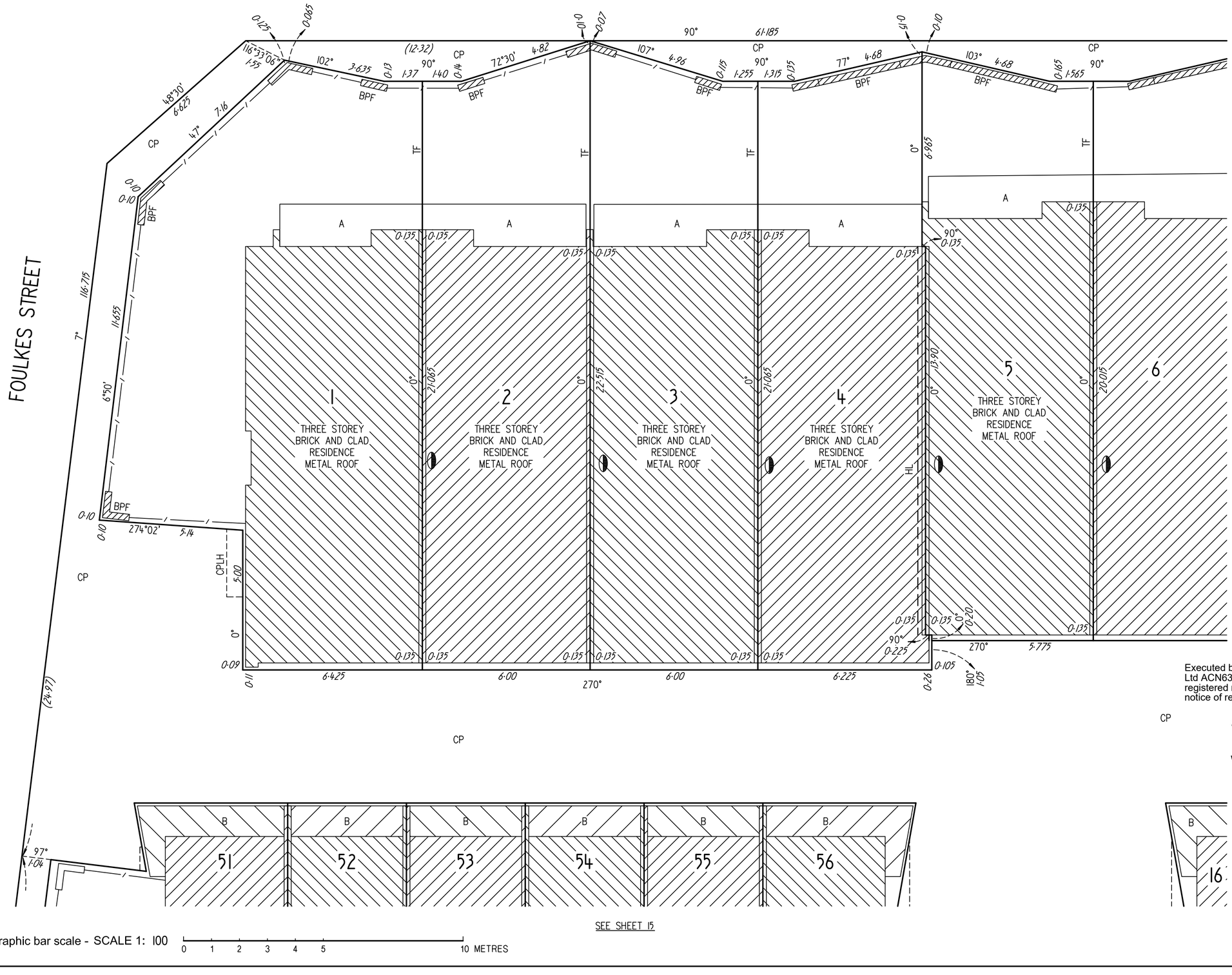
DENMAN PROSPECT

FLOOR NUMBER

GROUND

MCMICHAEL TERRACE

FOULKES STREET



SEE SHEET 7

SEE SHEET 15

Executed by Kellie-Jane White as attorney for E Land 1 Pty Ltd ACN630 331 636 pursuant to Power of Attorney registered no. 3009143 of which the attorney has no notice of revocation

Kellie-Jane White

Witness - Eliza Carter

Lyn Tankey

Lyn Tankey
Delegate of the ACT
Planning and Land Authority

Form 3

Form 091 - FP

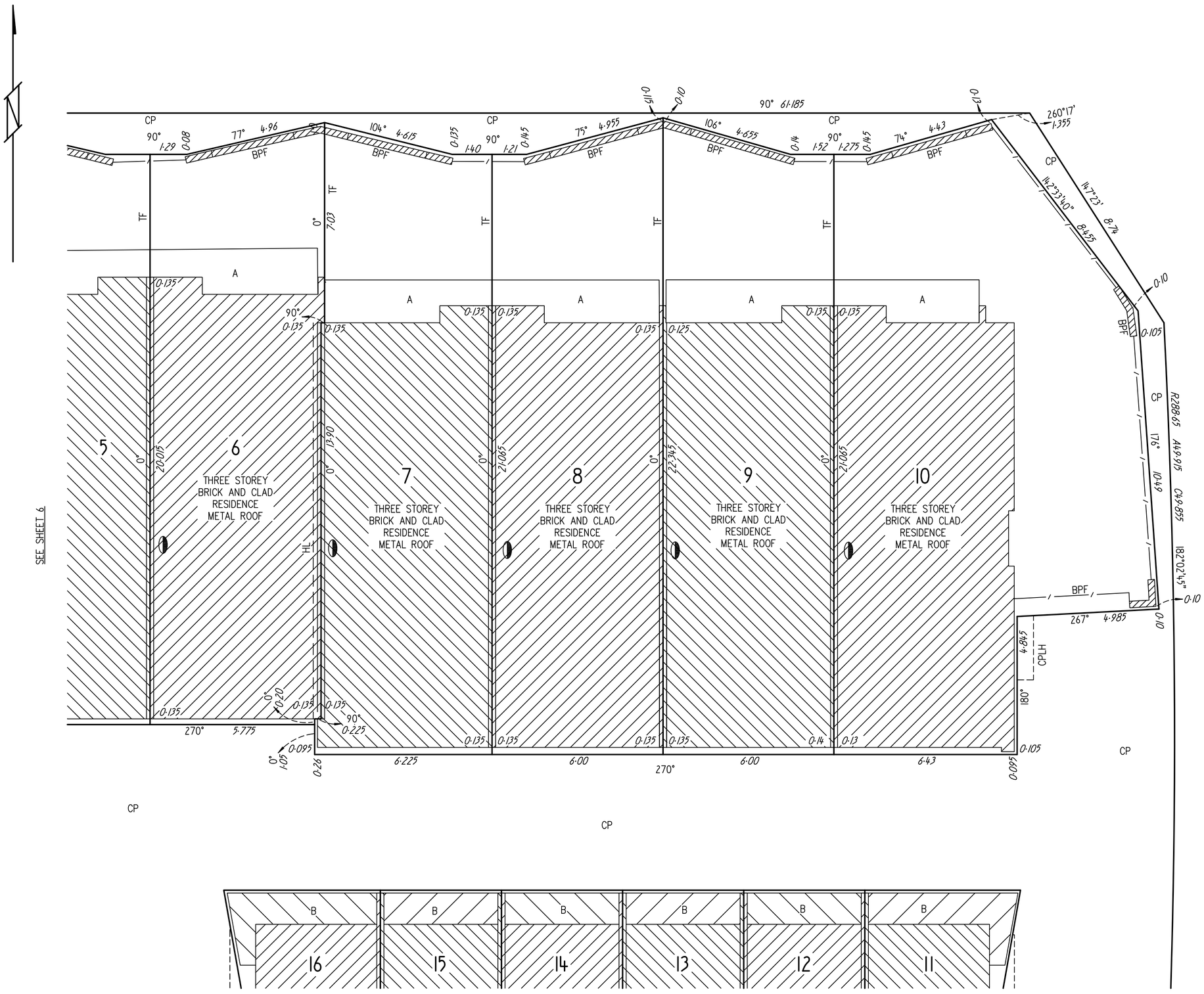
Graphic bar scale - SCALE 1: 100

0 1 2 3 4 5 10 METRES

UNITS PLAN No.

15236

SEE SHEET 5 FOR LEGEND



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

Sheet No. 7 of 24

FLOOR PLAN

Block
I

Section
69

Division
DENMAN PROSPECT

FLOOR NUMBER
GROUND

Executed by Kellie-Jane White as attorney for E Land 1 Pty Ltd ACN630 331 636 pursuant to Power of Attorney registered no. 3009143 of which the attorney has no notice of revocation

Kellie-Jane White

Witness - Eliza Carter

Lyn Tankey
Lyn Tankey
Delegate of the ACT
Planning and Land Authority

Form 3

Form 091 - FP

Graphic bar scale - SCALE 1: 100
0 1 2 3 4 5 10 METRES

UNITS PLAN No.
15236

SEE SHEET 5 FOR LEGEND

SEE SHEET 7

SEE SHEET 15

SEE SHEET 9

CP

90°

16 THREE STOREY BRICK AND CLAD RESIDENCE METAL ROOF

15 THREE STOREY BRICK AND CLAD RESIDENCE METAL ROOF

14 THREE STOREY BRICK AND CLAD RESIDENCE METAL ROOF

13 THREE STOREY BRICK AND CLAD RESIDENCE METAL ROOF

12 THREE STOREY BRICK AND CLAD RESIDENCE METAL ROOF

11 THREE STOREY BRICK AND CLAD RESIDENCE METAL ROOF

56

50

22 21 20 19 18 17

7 8 9 10

GREENWOOD STREET

R288.65 A49.915 CH9.855 182°02'45"

90°07'20" 10.35

88°15'40" 5.45

93°29' 5.995

270°

183°

91°

267°

0°44'20" 14.39

22.735

187°

Executed by Kellie-Jane White as attorney for E Land 1 Pty Ltd ACN630 331 636 pursuant to Power of Attorney registered no. 3009143 of which the attorney has no notice of revocation

Kellie-Jane White

Witness - Eliza Carter

Lyn Tankey

Lyn Tankey
Delegate of the ACT
Planning and Land Authority

Form 3

Form 091 - FP

Graphic bar scale - SCALE 1: 100

0 1 2 3 4 5 10 METRES

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

Sheet No. 8 of 24

FLOOR PLAN

Block
I

Section
69

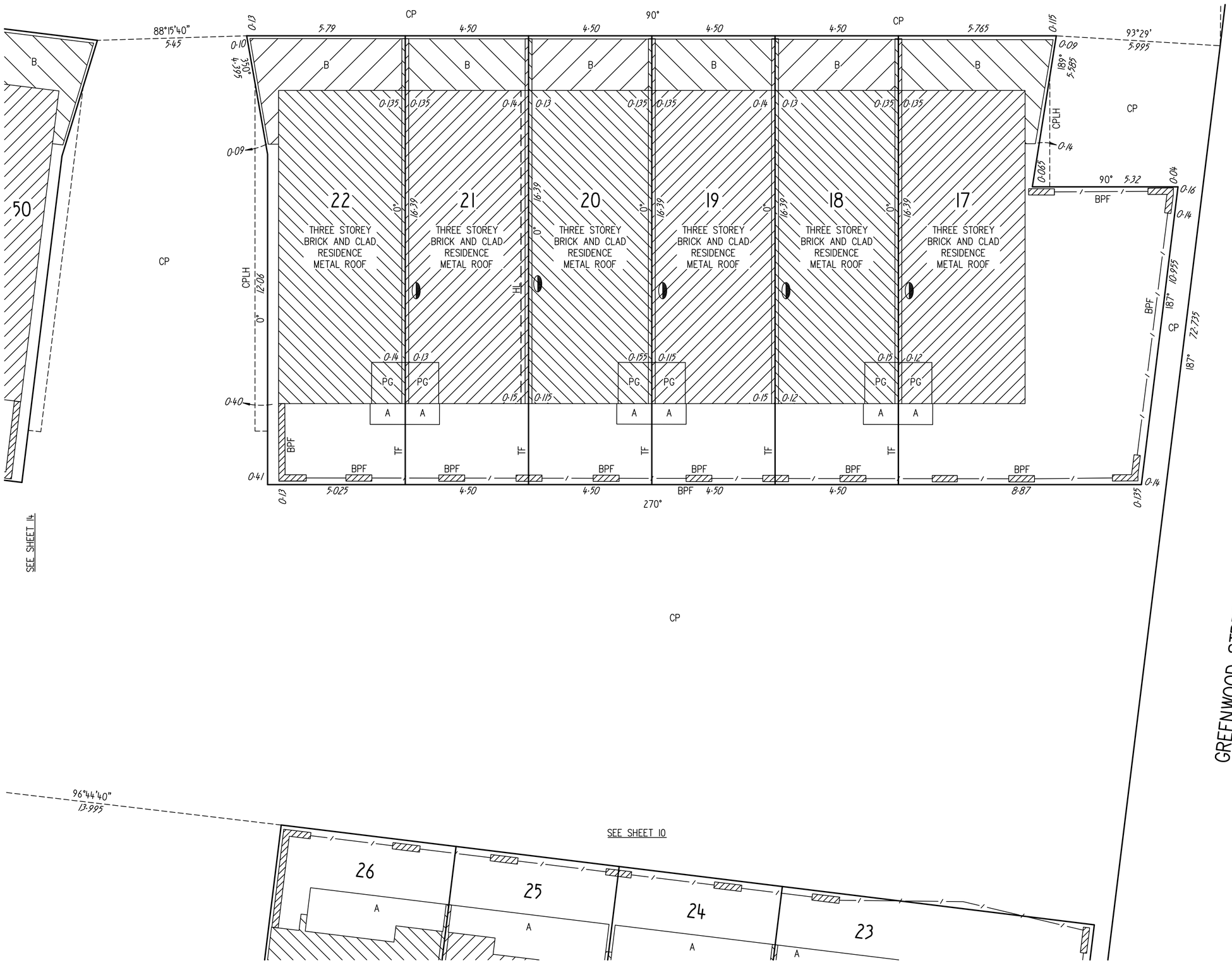
Division
DENMAN PROSPECT

FLOOR NUMBER
GROUND

UNITS PLAN No.
15236

SEE SHEET 5 FOR LEGEND

SEE SHEET 8



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

Sheet No. 9 of 24

FLOOR PLAN

Block
I

Section
69

Division
DENMAN PROSPECT

FLOOR NUMBER
GROUND

Executed by Kellie-Jane White as attorney for E Land 1 Pty Ltd ACN630 331 636 pursuant to Power of Attorney registered no. 3009143 of which the attorney has no notice of revocation

Kellie-Jane White

Witness - Eliza Carter

Lyn Tankey

Lyn Tankey
Delegate of the ACT
Planning and Land Authority

Form 3

Form 091 - FP

Graphic bar scale - SCALE 1: 100

0 1 2 3 4 5 10 METRES

UNITS PLAN No.
15236

SEE SHEET 5 FOR LEGEND

SEE SHEET 9

CP

96°44'40"
13.995

0.14
0.11
6.43
6.00
97°
6.00
0.13
11.475
0.155
0.13
187°
72.735

A

SEE SHEET 13

44

CP

0.11
0.13
0.14
0.13
0.14
0.12
0.13

19.89
7°
19.89
7°
19.89
7°
19.89

26
THREE STOREY BRICK AND CLAD RESIDENCE METAL ROOF

25
THREE STOREY BRICK AND CLAD RESIDENCE METAL ROOF

24
THREE STOREY BRICK AND CLAD RESIDENCE METAL ROOF

23
THREE STOREY BRICK AND CLAD RESIDENCE METAL ROOF

CPLH

13.505
187°

5.05
BPF
277°
0.21
0.65
0.095

GREENWOOD STREET

0.10
0.10
6.43
0.13
0.14
0.13
0.14
6.00
277°
6.00
0.13
0.14
6.425
0.095
0.09

6.385
187°
CPLH
CP

(26.84)

SEE SHEET 11

B
34
34
33
32
31
30
29
28
27

Executed by Kellie-Jane White as attorney for E Land 1 Pty Ltd ACN630 331 636 pursuant to Power of Attorney registered no. 3009143 of which the attorney has no notice of revocation

Kellie-Jane White

Witness - Eliza Carter

Lyn Tankey
Lyn Tankey
Delegate of the ACT
Planning and Land Authority

Form 3

Form 091 - FP

Graphic bar scale - SCALE 1: 100
0 1 2 3 4 5 10 METRES

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

Sheet No. 10 of 24

FLOOR PLAN

Block
I

Section
69

Division
DENMAN PROSPECT

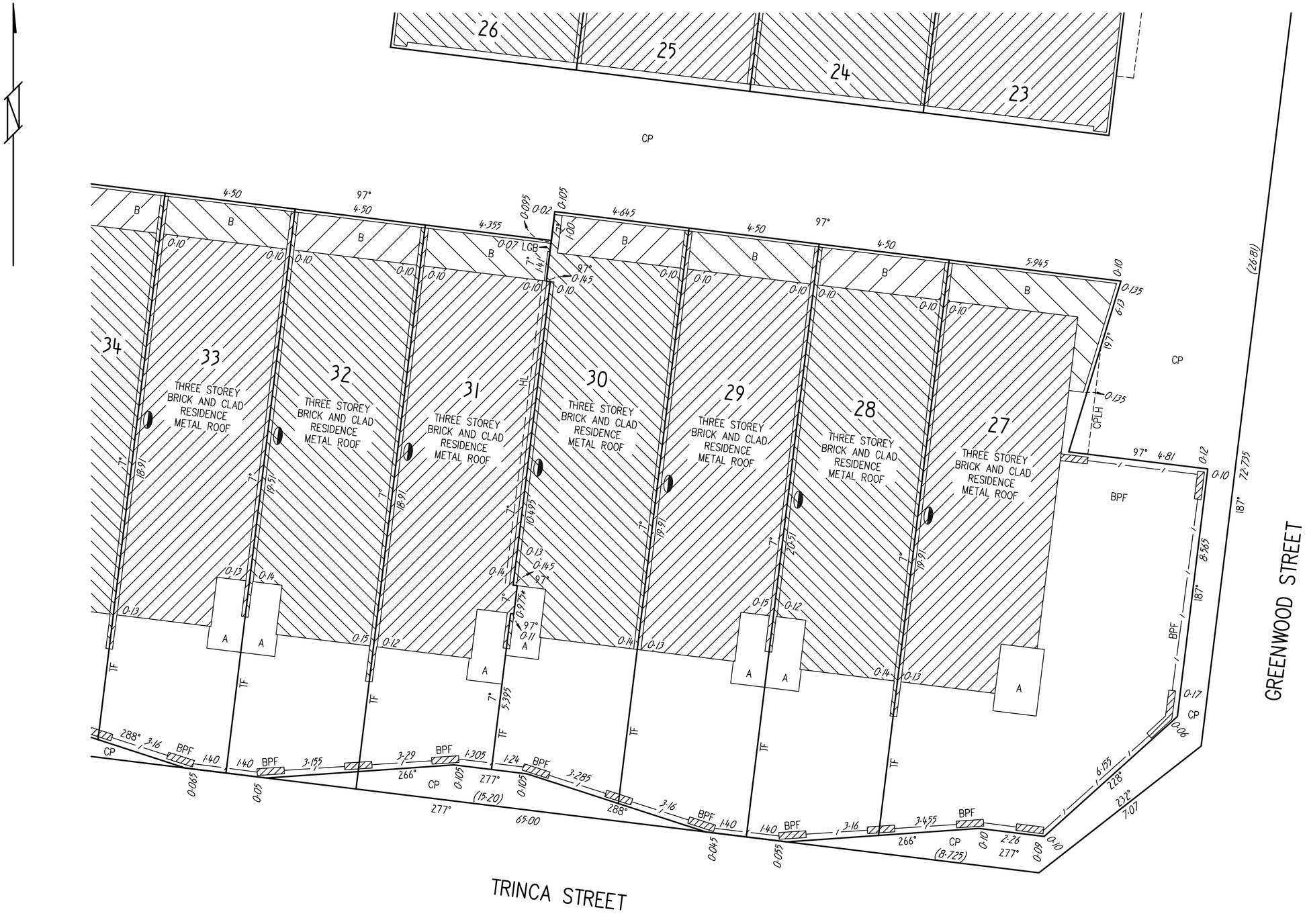
FLOOR NUMBER
GROUND

UNITS PLAN No.
15236

SEE SHEET 5 FOR LEGEND

SEE SHEET 10

SEE SHEET 12



Executed by Kellie-Jane White as attorney for E Land 1 Pty Ltd ACN630 331 636 pursuant to Power of Attorney registered no. 3009143 of which the attorney has no notice of revocation

Kellie-Jane White

Witness - Eliza Carter

Lyn Tankey

Lyn Tankey
Delegate of the ACT
Planning and Land Authority

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

Sheet No. 11 of 24

FLOOR PLAN

Block
I

Section
69

Division
DENMAN PROSPECT

FLOOR NUMBER
GROUND

Form 3

Form 091 - FP

Graphic bar scale - SCALE 1: 100

0 1 2 3 4 5 10 METRES

UNITS PLAN No.
15236

SEE SHEET 5 FOR LEGEND

SEE SHEET 13

SEE SHEET 11

LAND TITLES

ACCESS CANBERRA

Chief Minister, Treasury and Economic Development Directorate

Sheet No. 12 of 24

FLOOR PLAN

Block

I

Section

69

Division

DENMAN PROSPECT

FLOOR NUMBER

GROUND

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Planning and Land Authority

Form 3

Form 091 - FP

Graphic bar scale - SCALE 1: 100

0 1 2 3 4 5 10 METRES

UNITS PLAN No.

15236

SEE SHEET 5 FOR LEGEND

SEE SHEET 14

LAND TITLES

ACCESS CANBERRA

Chief Minister, Treasury and Economic Development Directorate

Sheet No. 13 of 24

FLOOR PLAN

Block

I

Section

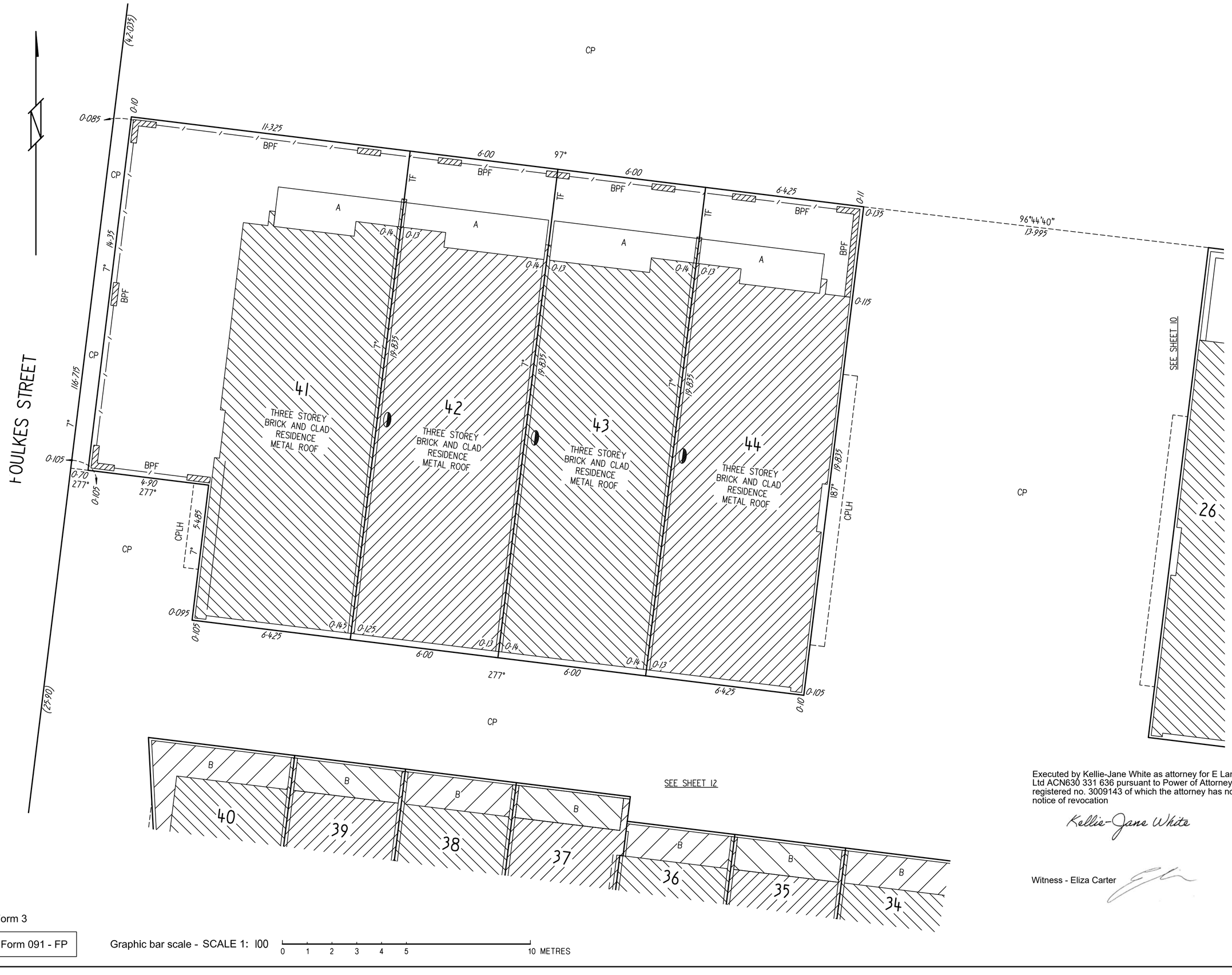
69

Division

DENMAN PROSPECT

FLOOR NUMBER

GROUND



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Form 3

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Graphic bar scale - SCALE 1: 100

0 1 2 3 4 5 10 METRES

UNITS PLAN No.

15236

SEE SHEET 5 FOR LEGEND

SEE SHEET 15

FOULKES STREET

(23.81)

97° 4.72

0.075 0.14

5.785 4.50 4.50 4.50 4.50 5.79

97°

0.12

88°15'40" 5.45

197° 4.42

0.10

CP

CPLH

0.07 35°

0.09 0.10

97° 4.355

BPF

116.715

11.045

7° 7°

45 THREE STOREY BRICK AND CLAD RESIDENCE METAL ROOF

46 THREE STOREY BRICK AND CLAD RESIDENCE METAL ROOF

47 THREE STOREY BRICK AND CLAD RESIDENCE METAL ROOF

48 THREE STOREY BRICK AND CLAD RESIDENCE METAL ROOF

49 THREE STOREY BRICK AND CLAD RESIDENCE METAL ROOF

50 THREE STOREY BRICK AND CLAD RESIDENCE METAL ROOF

B

0.135 0.135 0.13 0.14 0.135 0.135 0.135 0.135 0.125 0.145

7° 16.36

PG PG A A

0.14 0.13 0.15 0.12 0.145 0.125 0.14 0.13

0.085

22

SEE SHEET 9

CP

18° 43.005

0.405

0.10 0.09

BPF 9.20 BPF 4.50 BPF 4.50 BPF 4.50 BPF 4.50 BPF 5.025

TF

277°

0.40

0.08

(42.035)

CP

SEE SHEET 13

41 42 43 44

96°44'40" 13.995

26

Executed by Kellie-Jane White as attorney for E Land 1 Pty Ltd ACN630 331 636 pursuant to Power of Attorney registered no. 3009143 of which the attorney has no notice of revocation

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Delegate of the ACT
Planning and Land Authority

Form 3

Form 091 - FP

Graphic bar scale - SCALE 1: 100

0 1 2 3 4 5 10 METRES

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

Sheet No. 14 of 24

FLOOR PLAN

Block
I

Section
69

Division
DENMAN PROSPECT

FLOOR NUMBER
GROUND

UNITS PLAN No.
15236

SEE SHEET 5 FOR LEGEND

SEE SHEET 6

FOULKES STREET

(24.97)

(23.81)

CP

90°

5.49 | 4.25 | 4.25 | 4.25 | 4.25 | 5.475

0.105 | 0.095

0.10 | 0.10

190° 4.03

97° 3.44

350° 2.48

CPLH

1.04

0.10

0.29

BPF

0.105

51	52	53	54	55	56
THREE STOREY BRICK AND CLAD RESIDENCE METAL ROOF					

0° 15.395 | 0° 15.395 | 0° 15.395 | 0° 15.885 | 0° 15.885

0.10 | 0.10 | 0.10 | 0.10 | 0.11 | 0.09 | 0.11 | 0.09 | 0.11 | 0.09

0.145 | 0.125 | 0.14 | 0.13 | 0.125 | 0.145

0.135 | 0.135 | 0.14 | 0.13

PG | PG | A | A

TF | BPF

11.885 CPLH

180°

0.41

0.42

90°07'20" 10.35

CP

12.52

7°

116.715

277°31' 2.135*

7°50' 0.67*

7.97 | 4.25 | 4.25 | 4.25 | 4.25 | 4.775

270°

0.365

0.12

0° 0.455

0.095

SEE SHEET 8

16

CP

SEE SHEET 14

45 | 46 | 47 | 48 | 49 | 50

B

88°15'40" 5.45

22

Executed by Kellie-Jane White as attorney for E Land 1 Pty Ltd ACN630 331 636 pursuant to Power of Attorney registered no. 3009143 of which the attorney has no notice of revocation

Kellie-Jane White

Witness - Eliza Carter

Lyn Tankey

Lyn Tankey
Delegate of the ACT
Planning and Land Authority

Form 3

Form 091 - FP

Graphic bar scale - SCALE 1: 100

0 1 2 3 4 5 10 METRES

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

Sheet No. 15 of 24

FLOOR PLAN

Block
I

Section
69

Division
DENMAN PROSPECT

FLOOR NUMBER
GROUND

UNITS PLAN No.
15236

FORM 4

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 15236

Block 1 Section 69 Division of DENMAN PROSPECT

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

1. The term of the lease of each of the units expires on the tenth day of August Two thousand one hundred and nineteen.

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 – 56 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 use the unit as a single dwelling only;

   (c) the Lessee shall not without the prior written consent of the Authority install or use a solid fuel heating system on the premises;

   (d) not to make any structural alterations to the unit without the previous approval in writing of the Authority, except where exempt by law;

   (e) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority the unit excluding any defined parts under the provisions of the Unit Titles Act 2001;

   (f) if and whenever the Lessee fails to maintain repair or keep in repair the unit the Authority may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement is beyond reasonable repair the Authority may require the Lessee to remove a building or part of a building or other improvement and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Lessee has not effected the said repairs or removed the said building part of the building or other improvement any person or persons duly authorised by the Authority

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

(g) to permit any person or persons authorised by the Authority to enter the unit at all reasonable times and in any reasonable manner and inspect the unit;

(h) to pay to the Authority or any statutory authority the 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 Planning and Development Act 2007 and the Unit Titles Act 2001;

(i) the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;

(j) that the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:

(i) that has been identified in a development approval for retention during the period allowed for construction of the building; or

(ii) to which the Tree Protection Act 2005, applies;

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

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

(a) the Lessee paying the rent and 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 premises without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority;

(b) that if:

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

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(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 commit or suffer a breach of any other covenant contained or implied in this lease;

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

(c) that acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 4(b)(i), (ii) or (iii) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;

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

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

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

(i) the Authority;

(ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or

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

5. In this schedule unless the contrary intention appears:

(a) “Authority” means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;

(b) “building” means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;

(c) “class” for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;

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(d) “dual occupancy housing” means the use of the parcel of land that was originally used or leased for the purposes of single dwelling housing for two dwellings;

(e) “dwelling”:

(i) means a class 1 building, or a self-contained part of a class 2 building, that:

(A) includes the following that are accessible from within the building, or the self-contained part of the building:

(1) not more than 2 kitchens;

(2) at least 1 bath or shower;

(3) at least 1 toilet pan; and

(B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and

(ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;

(f) “Lessee” shall:

(i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;

(ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and

(iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;

(g) “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;

(h) “premises” means the parcel of land and any building or other improvements on the parcel of land;

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(i) "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);

(j) "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;

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

(l) words importing one gender include the other genders;

(m) 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 the Tenth day of November 2021.

Executed by Kellie-Jane White as attorney for E Land 1 Pty Ltd ACN630 331 636 pursuant to Power of Attorney registered no. 3009143 of which the attorney has no notice of revocation

Kellie-Jane White

Witness - Eliza Carter

Lyn Tankey

Lyn Tankey

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

LESSEE: **E LAND 1 PTY LTD ACN 630 331 636**

FORM 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 15236

Block 1 Section 69 Division of DENMAN PROSPECT

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 tenth day of August Two thousand one hundred and nineteen.

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. 15236 ("the Owners Corporation") covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:

   (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;

   (b) to use the common property for some or all of the following uses; carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other use approved by the Owners Corporation **PROVIDED THAT** these uses are consistent with the permitted purposes of the units;

   (c) the Owners Corporation shall not without the prior written consent of the Authority install or use a solid fuel heating system on the premises;

   (d) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Authority, except where exempt by law;

   (e) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the parcel of land forming the common property;

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(f) except where necessary for compliance with Clause 3(e) of this clause not to install any services or make any alterations in any of the services or any part of the services situated in or on the parcel of land forming the common property without the previous approval in writing of the Authority;

(g) if and whenever the Owners Corporation fails to maintain repair or keep in repair any building part of a building landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the parcel of land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the wants of repairs require the Owners Corporation to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement or any part or parts of the services are beyond reasonable repair the Authority may require the Owners Corporation to remove a building part of a building or improvement or to replace the part or parts of the services and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Owners Corporation has not effected the said repairs or removed the said building part of the building or the improvement or replaced the part or parts of the services any person or persons duly authorised by the Authority with such equipment as is necessary may enter the common property and effect the said repairs or demolish and remove the building part of the building or the improvement or replace the part or parts of the service and all expenses incurred by the Authority in effecting such repairs or demolition or removal or replacement shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;

(h) 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;

(i) the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;

(j) 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;

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(k) all minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.

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

(a) that if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;

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

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

(i) the Authority;

(ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or

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

5. In this schedule unless the contrary intention appears:

(a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;

(b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;

(c) "owners corporation" means the body corporate under the name of 'The Owners – Units Plan No. 15236 ';

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

(e) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;

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(f) "Territory" means:

(i) when used in a geographical sense the Australian Capital Territory; and

(ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);

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

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

(i) words importing one gender include the other genders;

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

DATED the Tenth day of November 2021.

Executed by Kellie-Jane White as attorney for E Land 1 Pty Ltd ACN630 331 636 pursuant to Power of Attorney registered no. 3009143 of which the attorney has no notice of revocation

Kellie-Jane White

Witness - Eliza Carter

Lyn Tankey

Lyn Tankey

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

LESSEE: **E LAND 1 PTY LTD ACN 630 331 636**

STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601
PHONE: (02) 62071923

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	21	Block	1	Section	69	Suburb	DENMAN PROSPECT

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

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

Certificate Number: 83371 Dated: 05-NOV-21

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

Applicant's Name : InfoTrack, InfoTrack
E-mail Address : actenquiries@infotrack.com.au
Client Reference : 20269504 - 195073177

Date: 20-MAY-26 14:52:42

STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

INFORMATION ABOUT THE PROPERTY

DENMAN PROSPECT Section 69/Block 1/Unit 21 **Building Class: B**

Area(m2): 9,646.3
Unimproved Value: $6,300,000 **Year:** 2025
Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA201936051 **Lodged** 03-OCT-19 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR MULTI UNIT DEVELOPMENT - construction of 56 new terrace dwellings comprising of eight separate buildings up to three storeys, including double or tandem garage parking, landscaping and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Molonglo Valley	Denman Prospect	69	1-1	

-- Involved Parties ----------

Role	Name
Lessee	Elevated Constructions Pty Ltd
Applicant	Kasparek Architects

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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

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

STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

Cat containment has been extended across the ACT for cats born on or after 1 July 2022. Containment means keeping your cat on your premise 24 hours a day. This can include your house or apartment, enclosed area in a backyard or courtyard, a cat crate or leash.
Cats born before 1 July 2022 do not have to be contained unless the 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 Titles (Management) Act 2011

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

The Owners - Units Plan No. 15236

Unit No: 21 Lot No: 21

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

Entitlements

Unit Entitlement:	**172**
Total Building Entitlements:	**10,000**

Managing Agent

Name and address of manager (if any) appointed under Section 50 is:	**SIGNATURE STRATA** **17/11 National Circuit** **BARTON ACT 2600**
Contact Phone Number:	**0261850347**

Corporation's records can be inspected at

Address:	**SIGNATURE STRATA** **17/11 National Circuit** **BARTON ACT 2600**
Contact Phone Number:	**0261850347**

Members of Corporation's executive committee

Office	Name	Address
Chairperson	**Dominic Catanzariti**	40/28 Trinca Street Denman Prospect ACT 2611
Secretary		
Treasurer		
Committee	**Casi Jane Weber**	19/20 Greenwood Street Denman Prospect ACT 2611
	Rebecca Mansfield	30/8 Trinca Street Denman Prospect ACT 2611
	Teresa Bonello	17/20 Greenwood Street Denman Prospect ACT 2611

Funds Details

Contributions payable to Administration Fund:

Total amount last determined with respect of the unit	**$2,928.88**
Number of instalments payable	**4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/11/25 to 31/01/26	732.22	15/01/26	12/02/26	0.00	15/01/26
01/02/26 to 30/04/26	732.22	01/04/26	18/05/26	0.00	01/04/26
01/05/26 to 31/07/26	732.22	01/07/26		0.00	01/07/26
01/08/26 to 31/10/26	732.22	01/10/26		0.00	01/10/26

Unit Titles (Management) Act 2011

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 15236 - Unit 21

Amount (if any) outstanding (credit shown with -) **Nil**
Paid to **30/04/26**

Special contributions payable to Administration Fund:

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By

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

Contributions payable to Sinking Fund:
Total amount last determined with respect of the unit **$190.20**
Number of instalments payable **4**
Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/11/25 to 31/01/26	47.55	15/01/26	12/02/26	0.00	15/01/26
01/02/26 to 30/04/26	47.55	01/04/26	18/05/26	0.00	01/04/26
01/05/26 to 31/07/26	47.55	01/07/26		0.00	01/07/26
01/08/26 to 31/10/26	47.55	01/10/26		0.00	01/10/26

Amount (if any) outstanding (credit shown with -) **Nil**
Paid to **30/04/26**

Special contributions payable to Sinking Fund:

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By

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

Other Levies

Purpose	Period	Amount	Due Date	Date Paid	Discount	If Paid By

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

Other amounts owing
Rate of interest payable **10.00** per cent Interest Owing **$6.41**

Purpose	Fund	Amount	Due Date	Amount Due
Other	Other	76.09		76.09

Amount (if any) outstanding (credit shown with -) **$76.09**

Total amount due and payable as at the date of this Certificate (credit shown with -): **$82.50**

Unit Titles (Management) Act 2011

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 15236 - Unit 21

Insurance Policies

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Due Date	Date when last premium paid	Amount of last premium
BUILDING CHUBB INSURANCE AUSTRALIA	01GS557904	31,661,044.00	21/04/27		29,106.12
LOSS OF RENT CHUBB INSURANCE AUSTRALIA	01GS557904	4,796,648.00	21/04/27		
PUBLIC LIABILITY CHUBB INSURANCE AUSTRALIA	01GS557904	30,000,000.00	21/04/27		
FIDELITY GUARANTEE CHUBB INSURANCE AUSTRALIA	01GS557904	100,000.00	21/04/27		
OFFICE BEARERS CHUBB INSURANCE AUSTRALIA	01GS557904	5,000,000.00	21/04/27		
VOLUNTARY WORKERS CHUBB INSURANCE AUSTRALIA	01GS557904	$200,000/$2,000	21/04/27		
GOVT AUDIT COSTS CHUBB INSURANCE AUSTRALIA	01GS557904	25,000.00	21/04/27		
LEGAL EXPENSES CHUBB INSURANCE AUSTRALIA	01GS557904	50,000.00	21/04/27		
LOT OWNERS IMPROVE CHUBB INSURANCE AUSTRALIA	01GS557904	250,000.00	21/04/27		
WORKERS COMPENSATION CGU INSURANCE	O/25-2193	Insured	21/04/27		455.95
COMMON CONTENTS CHUBB INSURANCE AUSTRALIA	01GS557904	316,610.00	21/04/27		

Fund Balances

Balances as at: 20 May 2026

Administrative Fund	4,028.14
Sinking Fund	23,821.03

Developer Control Period

Developer Control Period Expiry Date: Yes

Borrowed Money

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

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 15236 - Unit 21

Sustainability Infrastructure

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

Crown Lease Extension Application

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

No

Ongoing Development Approval

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

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

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

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

Unit Titles (Management) Act 2011

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 15236 - Unit 21

Embedded Network

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

(i) Which utility service the embedded network applies to

ELECTIRICTY

(ii) The name of the embedded network provider

ENERGY TRADE ACT

THE OWNERS - UNITS PLAN No. 15236 Common Seal

Dated at Canberra the **20 May 2026**

Chubb Insurance Australia Limited
ABN: 23 001 642 020 AFSL: 239687
Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000, Australia
O +61 2 9335 3200
www.chubb.com/au

Date Issued: 10 April 2026

Certificate of Currency

This Certificate of Currency confirms the following **Policy** is current at the date stated below. Please refer to **Policy** documents for full terms and conditions.

Certificate of Currency		
Named Insured:	UP 15236	
Indemnity to Others (Section 5, General Liability Insurance Only)	Not Applicable	
Policy Number:	01GS557904	
Insurance:	Residential Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0224	
Period of Insurance:	From:	4.00pm on 21 April 2026, Local Standard Time
	To:	4.00pm on 21 April 2027, Local Standard Time
The Insurer:	Section 1	100.00% Chubb Insurance Australia Limited
	Section 2	100.00% Chubb Insurance Australia Limited
	Section 3	100.00% Chubb Insurance Australia Limited
	Section 4-10	100.00% Chubb Insurance Australia Limited
Insured Location	20 Greenwood Street, Denman Prospect ACT 2611	
Interested Parties:		

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Limits of Liability		
Section 1: Property Damage Insurance	**Buildings** and **Common Property**	AUD 31,661,044
	Common Contents	AUD 316,610
	Catastrophe	AUD 4,796,648
Section 2: Machinery Breakdown Insurance	AUD 25,000	
Section 3: Consequential Loss Insurance	AUD 4,749,157	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	AUD 41,523,459	
Section 4: Crime Insurance	AUD 100,000	
Section 5: General Liability Insurance	**Personal Injury**	AUD 30,000,000 in respect of any one **Occurrence**
	Property Damage	AUD 30,000,000 in respect of any one **Occurrence**
Section 6: Environmental Impairment Liability Insurance	AUD 250,000 in the aggregate **Period of Insurance**	
Section 7: Management Committee Liability Insurance	AUD 5,000,000 in the aggregate **Period of Insurance**	
Section 8: Audit Expenses Insurance	AUD 30,000	
Section 9: Appeal Expenses Insurance	AUD 150,000	
Section 10: Voluntary Workers Insurance	**Accident** each occurrence Limit	AUD 200,000
	Accident aggregate Limit	AUD 200,000 in the aggregate **Period of Insurance**

All the values on this Certificate of Currency are correct as at 10 April 2026 and may only be subject to change within the **Period of Insurance** by written agreement between the Insurer and the **Insured**.

The insurance afforded by the policies described in this Certificate is subject to all terms, exclusions and conditions of such policies.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made. **Policy** terms and conditions incorporate provisions which may enable Insurers to cancel or vary the **Policy** on the happening of prescribed circumstances or events (i.e. non-payment of premium). Therefore, this confirmation of insurance is not to be construed as guaranteeing that the **Policy** will remain in force throughout the **Period of Insurance** as specified herein.

Signed:

Eric Pineda
Strata Underwriter HUB

Authorised Officer, Chubb Insurance Australia Limited
ABN 23 001 642 020 AFSL 239687

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Insurance Valuation Report

For

Elio

1-19 McMichael Street and 20 Greenwood Street and 2-28 Trinca Street, Denman Prospect ACT 2611

Scheme Number: 15236

COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 182770

13 December 2022

Professional Indemnity Insurance Policy Number 1411189338PLP

PO Box 1280,
Beenleigh QLD 4207

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

QIA Group Pty Ltd
ABN 27 116 106 453
setting the standard...

QIA Group Pty Ltd

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SECTION 1 – INSURANCE VALUATION SUMMARY

1.1 Purpose of Report

We have been instructed by the Body Corporate to provide a building replacement valuation report that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at **1-19 McMichael Street and 20 Greenwood Street and 2-28 Trinca Street, Denman Prospect ACT 2611**.

1.2 Property Address

The property is situated at **1-19 McMichael Street and 20 Greenwood Street and 2-28 Trinca Street, Denman Prospect ACT 2611**.

1.3 Description of Building

The property comprises total fifty-six lots of three storey townhouses with integral single/double lockup garage at lower ground/ground level. Common property includes garbage enclosure, access driveways, boundary walls & fences and site landscaping. In accordance with the plans provided the date of registration is October 2021.

1.4 Client

The Proprietors Elio.

1.5 Replacement Value

Recommended Insured Value:	**$27,350,000 (Inc GST)**

1.6 Inspector Details

Inspector Number	**101**

Signed for and on behalf of QIA Group Pty Ltd

SECTION 2 – INSURANCE VALUATION REPORT

2.1 Recommended Insured Value

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

2.2 Loss of Revenue

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

2.3 Current Trends

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

2.4 Periodic Reviews

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

2.5 Elements used in the Calculated Value of the Building Replacement

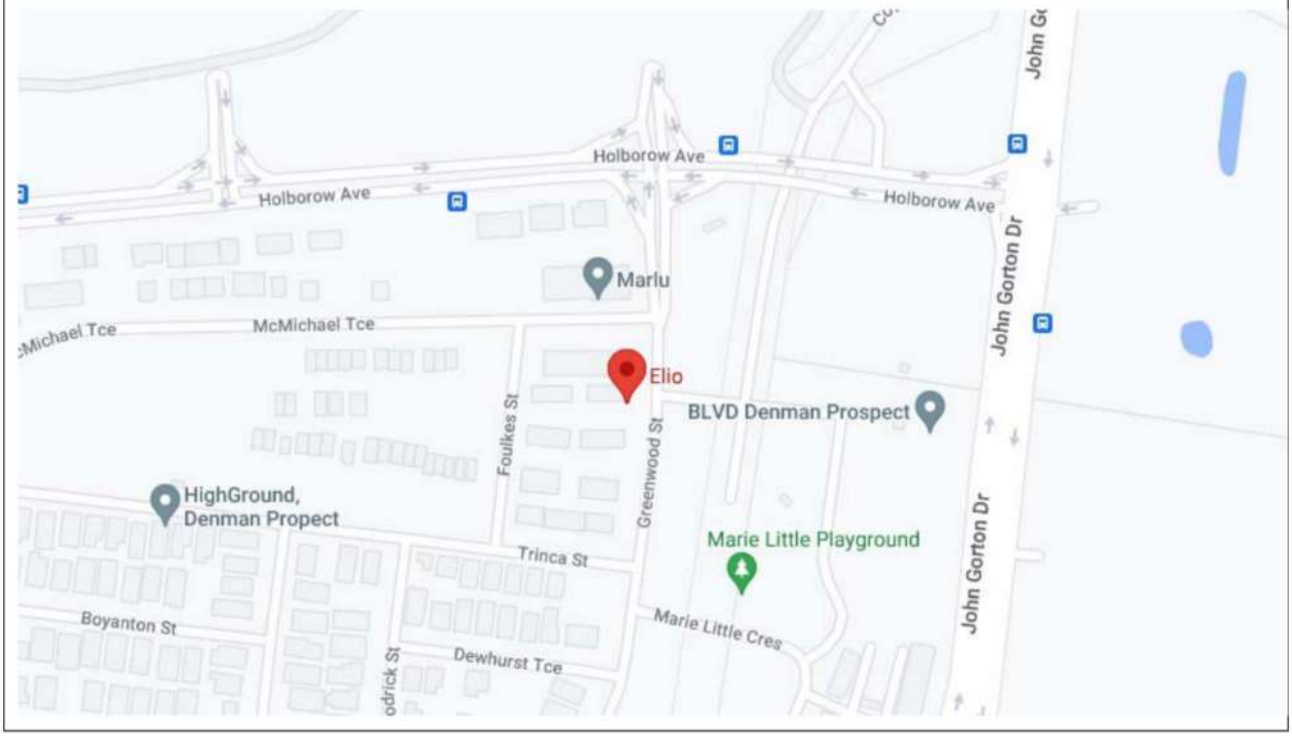
The calculated value of the building comprises of several elements:

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

2.6 Valuation

Replacement Building and Improvements Cost:	$20,800,000
Allowance for Cost Escalation:	
Design and Documentation: 9 Months Calling Tenders and Appraisals: 3 Months Construction Period and Fit-out: 20 Months	
Calculated at 6% over the period	$2,180,000
Progressive Subtotal:	$22,980,000
Professional Fees:	$1,840,000
Progressive Subtotal:	$24,820,000
Removal of Debris:	$1,040,000
Progressive Subtotal:	$25,860,000
Cost Escalation for Insurance Policy Lapse Period:	$1,490,000
Progressive Subtotal:	$27,350,000
Recommended Insured Value:	**$27,350,000 (Inc GST)**

2.7 Site Location Map



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 SITE FACTORS

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

3.2 ADDITIONS & IMPROVEMENTS

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

3.3 MAINTENANCE

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

3.4 SUMMARY OF CONSTRUCTION

3.4.1 Primary Method of Construction

3.4.1.1 FLOOR STRUCTURE

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

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Double brick.
EXTERNAL WALL FINISHES: Face brick, and fibre cement claddings.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Steel/Timber framed skillion roof.
ROOFING: Powder coated metal sheeting.

3.4.1.4 DRIVEWAY STRUCTURE

DRIVEWAY CONSTRUCTION: Concrete.

3.5 AREAS NOT INSPECTED - TYPICAL

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

3.6 SCOPE

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

3.7 EXCLUSIONS

An Insurance Valuation Report does not cover or deal with:

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

SECTION 4 – SITE PHOTOGRAPHS

Sinking Fund Plan

Elio
1-19 McMichael Street and 20 Greenwood Street and 2-28 Trinca Street, Denman Prospect, ACT 2611
Scheme Number: 15236

COMPILED BY VON HARAMINA

On 27 April 2022 for the
15 Years Commencing: 16 November 2021
QIA Job Reference Number: 174638

Professional Indemnity Insurance Policy Number 96 0968886 PLP
© QIA Group Pty Ltd

PO Box 1280,
Beenleigh QLD 4207

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QIA Group Pty Ltd
ABN 27 116 106 453
setting the standard...

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

1-19 McMichael Street and 20 Greenwood Street and 2-28 Trinca Street, Denman Prospect, ACT 2611

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:	$0.49

METHODOLOGY

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

The report will generally categorise costs as follows:

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

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

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

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

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

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

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

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

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

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	16/11/2021	$0	$0	$0.00	$0	$0
2	16/11/2022	$0	$4,869	$0.49	$733	$4,136
3	16/11/2023	$4,136	$7,112	$0.71	$2,808	$8,440
4	16/11/2024	$8,440	$9,468	$0.95	$809	$17,099
5	16/11/2025	$17,099	$11,057	$1.11	$849	$27,307
6	16/11/2026	$27,307	$11,609	$1.16	$4,482	$34,434
7	16/11/2027	$34,434	$12,190	$1.22	$5,340	$41,284
8	16/11/2028	$41,284	$12,800	$1.28	$3,730	$50,355
9	16/11/2029	$50,355	$13,440	$1.34	$4,031	$59,764
10	16/11/2030	$59,764	$14,112	$1.41	$15,241	$58,635
11	16/11/2031	$58,635	$14,817	$1.48	$25,102	$48,351
12	16/11/2032	$48,351	$15,558	$1.56	$15,260	$48,649
13	16/11/2033	$48,649	$16,336	$1.63	$1,254	$63,731
14	16/11/2034	$63,731	$17,153	$1.72	$23,667	$57,217
15	16/11/2035	$57,217	$18,011	$1.80	$10,010	$65,218

SINKING FUND FORECAST MOVEMENT

SUMMARY OF ANNUAL FORECAST EXPENDITURE

November 2022	Expense Inc GST
CAPITAL REPLACEMENT	
- Capital Replacement - General	$733
Total Forecast Expenditure for year - November 2022 (Inc GST):	$733
Includes GST amount of :	$67

November 2023	Expense Inc GST
CAPITAL REPLACEMENT	
- Capital Replacement - General	$770
FURNITURE & FITTINGS	
- Provision to replace outdoor furniture	$2,037
Total Forecast Expenditure for year - November 2023 (Inc GST):	$2,808
Includes GST amount of :	$255

November 2024	Expense Inc GST
CAPITAL REPLACEMENT	
- Capital Replacement - General	$809
Total Forecast Expenditure for year - November 2024 (Inc GST):	$809
Includes GST amount of :	$74

November 2025	Expense Inc GST
CAPITAL REPLACEMENT	
- Capital Replacement - General	$849
Total Forecast Expenditure for year - November 2025 (Inc GST):	$849
Includes GST amount of :	$77

November 2026	Expense Inc GST
CAPITAL REPLACEMENT	
- Capital Replacement - General	$892
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	$3,591
Total Forecast Expenditure for year - November 2026 (Inc GST):	$4,482
Includes GST amount of :	$407

November 2027	Expense Inc GST
CAPITAL REPLACEMENT	
- Capital Replacement - General	$936
GARBAGE ROOMS & EXTERNAL WORKS	
- Provision to replace handrail fixings	$627
FURNITURE & FITTINGS	
- Provision to replace outdoor furniture	$2,476
- Provision to replace door closers	$433
- Provision to replace door hardware	$867
Total Forecast Expenditure for year - November 2027 (Inc GST):	$5,340
Includes GST amount of :	$485

November 2028	Expense Inc GST
CAPITAL REPLACEMENT	
- Capital Replacement - General	$983
FURNITURE & FITTINGS	
- Maintain signage	$2,015
LANDSCAPING	
- Replace irrigation controller	$731
Total Forecast Expenditure for year - November 2028 (Inc GST):	$3,730
Includes GST amount of :	$339

November 2029	Expense Inc GST
CAPITAL REPLACEMENT	
- Capital Replacement - General	$1,032
DRIVEWAYS, PATHWAYS & PARKING	
- Maintain pathways 10% of total	$2,999
Total Forecast Expenditure for year - November 2029 (Inc GST):	$4,031
Includes GST amount of :	$366

November 2030	Expense Inc GST
CAPITAL REPLACEMENT	
- Capital Replacement - General	$1,084
DRIVEWAYS, PATHWAYS & PARKING	
- Repaint bollard	$224
- Repaint line marking	$2,483

GARBAGE ROOMS & EXTERNAL WORKS	
- Repaint all previously painted surfaces (i.e. archbars)	$430
- Repaint door face	$645
- Repaint vent/downpipes	$681
- Maintain/replace roller door motors/keypads	$3,369
- Maintain/repaint pergola	$1,838
- Repaint posts/columns	$903
FIRE PROTECTION SYSTEMS	
- Provision to replace hydrant valve assemblies & seals	$3,584
Total Forecast Expenditure for year - November 2030 (Inc GST):	$15,241
Includes GST amount of :	$1,386

November 2031	Expense Inc GST
CAPITAL REPLACEMENT	
- Capital Replacement - General	$1,138
DRIVEWAYS, PATHWAYS & PARKING	
- Maintain driveway 3% of total	$17,818
- Provision to replace wheel stops progressively 33%	$1,086
GARBAGE ROOMS & EXTERNAL WORKS	
- Maintain common pipework	$2,049
FURNITURE & FITTINGS	
- Provision to replace outdoor furniture	$3,010
Total Forecast Expenditure for year - November 2031 (Inc GST):	$25,102
Includes GST amount of :	$2,282

November 2032	Expense Inc GST
CAPITAL REPLACEMENT	
- Capital Replacement - General	$1,195
DRIVEWAYS, PATHWAYS & PARKING	
- Maintain/replace security boom gate/keypad	$4,583
FURNITURE & FITTINGS	
- Provision to replace BBQ	$9,482
Total Forecast Expenditure for year - November 2032 (Inc GST):	$15,260
Includes GST amount of :	$1,387

November 2033	Expense Inc GST
CAPITAL REPLACEMENT	
- Capital Replacement - General	$1,254
Total Forecast Expenditure for year - November 2033 (Inc GST):	$1,254
Includes GST amount of :	$114

November 2034	Expense Inc GST
CAPITAL REPLACEMENT	
- Capital Replacement - General	$1,317
FENCING	
- Replace powder coated baluster fencing/gates in 30 years (partial accrual) 20%	$17,044
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	$5,305
Total Forecast Expenditure for year - November 2034 (Inc GST):	$23,667
Includes GST amount of :	$2,152

November 2035	Expense Inc GST
CAPITAL REPLACEMENT	
- Capital Replacement - General	$1,383
DRIVEWAYS, PATHWAYS & PARKING	
- Replace traffic mirror	$800
- Provision to replace wheel stops progressively 33%	$1,321
GARBAGE ROOMS & EXTERNAL WORKS	
- Provision to replace handrail fixings	$926
FURNITURE & FITTINGS	
- Provision to replace outdoor furniture	$3,659
- Provision to replace door closers	$640
- Provision to replace door hardware	$1,281
Total Forecast Expenditure for year - November 2035 (Inc GST):	$10,010
Includes GST amount of :	$910

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
CAPITAL REPLACEMENT																		
- Capital Replacement - General	$605	2022	1		733	770	809	849	892	936	983	1032	1084	1138	1195	1254	1317	1383
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain/replace security boom gate/keypad	$2,320	2032	12												4583			
- Maintain pathways 10% of total	$1,757	2029	11									2999						
- Maintain driveway 3% of total	$9,471	2031	12											17818				
- Repaint bollard	$125	2030	10										224					
- Repaint line marking	$1,386	2030	10										2483					
- Replace traffic mirror	$350	2035	15															800
- Provision to replace wheel stops progressively 33%	$578	2031	4											1086				1321
GARBAGE ROOMS & EXTERNAL WORKS																		
- Repaint all previously painted surfaces (i.e. archbars)	$240	2030	10										430					
- Repaint door face	$360	2030	10										645					
- Repaint vent/downpipes	$380	2030	10										681					
- Maintain/replace roller door motors/keypads	$1,880	2030	10										3369					
- Maintain/repaint pergola	$1,026	2030	10										1838					
- Repaint posts/columns	$504	2030	10										903					
- Provision to replace handrail fixings	$405	2027	8							627								926
- Maintain common pipework	$1,089	2031	5											2049				

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
FENCING																		
- Replace powder coated baluster fencing/gates in 30 years (partial accrual) 20%	$7,826	2034	4														17044	
FURNITURE & FITTINGS																		
- Provision to replace outdoor furniture	$1,600	2023	4			2037				2476				3010				3659
- Maintain signage	$1,240	2028	11								2015							
- Ongoing partial replacement of exterior lighting	$2,436	2026	8						3591								5305	
- Provision to replace door closers	$280	2027	8							433								640
- Provision to replace door hardware	$560	2027	8							867								1281
- Provision to replace BBQ	$4,800	2032	12												9482			
LANDSCAPING																		
- Replace irrigation controller	$450	2028	12								731							
FIRE PROTECTION SYSTEMS																		
- Provision to replace hydrant valve assemblies & seals	$2,000	2030	10										3584					
Total				0	733	2808	809	849	4482	5340	3730	4031	15241	25102	15260	1254	23667	10010
Includes GST amount of				0	67	255	74	77	407	485	339	366	1386	2282	1387	114	2152	910

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
CAPITAL REPLACEMENT																		
- Capital Replacement - General	$605	2022	1	358	**733**	**770**	**809**	**849**	**892**	**936**	**983**	**1032**	**1084**	**1138**	**1195**	**1254**	**1317**	**1383**
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain/replace security boom gate/keypad	$2,320	2032	12	288	590	908	1241	1591	1958	2344	2749	3175	3622	4091	**4583**	517	1060	1630
- Maintain pathways 10% of total	$1,757	2029	11	272	558	857	1172	1503	1850	2214	2597	**2999**	361	740	1138	1556	1995	2456
- Maintain driveway 3% of total	$9,471	2031	12	1254	2571	3954	5406	6930	8531	10212	11976	13829	15775	**17818**	2010	4121	6337	8665
- Repaint bollard	$125	2030	10	18	37	56	77	98	121	145	170	196	**224**	29	59	91	125	160
- Repaint line marking	$1,386	2030	10	197	405	622	851	1091	1343	1607	1885	2177	**2483**	322	659	1014	1386	1777
- Replace traffic mirror	$350	2035	15	37	76	117	160	205	252	302	354	409	466	527	590	657	727	**800**
- Provision to replace wheel stops progressively 33%	$578	2031	4	76	157	241	329	422	520	622	730	843	961	**1086**	306	628	966	**1321**
GARBAGE ROOMS & EXTERNAL WORKS																		
- Repaint all previously painted surfaces (i.e. archbars)	$240	2030	10	34	70	108	147	189	233	278	326	377	**430**	56	114	175	240	308
- Replace window fixtures and fittings	$210	2045	25	16	34	52	71	91	111	133	156	181	206	233	261	290	321	354
- Repaint door face	$360	2030	10	51	105	162	221	283	349	418	490	565	**645**	83	171	263	360	461
- Replace external door/frame	$700	2045	25	55	112	172	235	302	372	445	522	602	687	776	869	968	1071	1179
- Repaint vent/downpipes	$380	2030	10	54	111	171	233	299	368	441	517	597	**681**	88	181	278	380	487
- Provision to replace roller doors	$3,840	2040	20	339	695	1068	1461	1873	2305	2760	3236	3737	4263	4815	5395	6003	6643	7314
- Maintain/replace roller door motors/keypads	$1,880	2030	10	268	549	844	1154	1480	1822	2181	2558	2953	**3369**	436	894	1375	1880	2411
- Provision to replace guttering in 35 years	$825	2055	35	55	114	175	239	306	377	451	529	611	697	787	882	982	1086	1196
- Provision to replace metal roof in 40 years	$7,920	2060	40	508	1041	1601	2188	2805	3453	4134	4848	5598	6386	7213	8081	8993	9951	10956
- Provision to replace down pipes in 35 years	$650	2055	35	44	89	138	188	241	297	355	417	481	549	620	695	773	856	942
- Maintain/repaint pergola	$1,026	2030	10	146	300	461	630	807	994	1190	1395	1611	**1838**	238	488	750	1026	1315
- Repaint posts/columns	$504	2030	10	72	147	226	309	397	488	585	686	792	**903**	117	240	368	504	646
- Provision to replace handrail fixings	$405	2027	8	77	158	243	332	426	524	**627**	97	199	306	418	536	660	790	**926**
- Maintain common pipework	$1,089	2031	5	144	296	455	622	797	981	1174	1377	1590	1814	**2049**	473	970	1492	2040

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
FENCING																		
- Replace powder coated baluster fencing/gates in 30 years (partial accrual) 20%	$7,826	2034	4	870	1783	2742	3748	4805	5915	7081	8304	9589	10938	12355	13842	15404	**17044**	4807
- Provision to maintain stone retaining wall	$1,587	2040	15	7	14	22	30	38	47	57	66	77	87	99	111	123	136	150
- Maintain masonry fencing	$2,820	2040	10	7	15	23	32	41	50	60	71	82	93	105	118	131	145	160
FURNITURE & FITTINGS																		
- Provision to replace outdoor furniture	$1,600	2023	4	646	1325	**2037**	574	1178	1811	**2476**	698	1432	2202	**3010**	849	1740	2676	**3659**
- Maintain signage	$1,240	2028	11	211	433	665	909	1166	1435	1718	**2015**	243	497	765	1045	1340	1650	1975
- Provision to replace mail boxes	$3,360	2040	20	297	608	935	1278	1639	2017	2415	2832	3270	3730	4213	4720	5253	5812	6399
- Ongoing partial replacement of exterior lighting	$2,436	2026	8	528	1082	1664	2275	2917	**3591**	556	1139	1751	2394	3070	3779	4523	**5305**	821
- Provision to replace door closers	$280	2027	8	53	109	168	229	294	362	**433**	67	137	211	289	370	456	546	**640**
- Provision to replace door hardware	$560	2027	8	106	218	336	459	588	724	**867**	134	275	423	578	741	912	1092	**1281**
- Provision to replace BBQ	$4,800	2032	12	596	1221	1878	2568	3292	4052	4850	5689	6569	7493	8463	**9482**	1070	2193	3373
LANDSCAPING																		
- Replace irrigation controller	$450	2028	12	77	157	241	330	423	521	623	**731**	82	169	260	355	455	561	671
FIRE PROTECTION SYSTEMS																		
- Provision to replace hydrant valve assemblies & seals	$2,000	2030	10	285	584	898	1228	1574	1938	2320	2721	3142	**3584**	464	951	1463	2000	2564
TOTAL ACCRUALS				**8046**	**15764**	**22203**	**30926**	**40091**	**46121**	**51671**	**59336**	**67172**	**64330**	**52250**	**50923**	**64302**	**56007**	**65217**

*** 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.

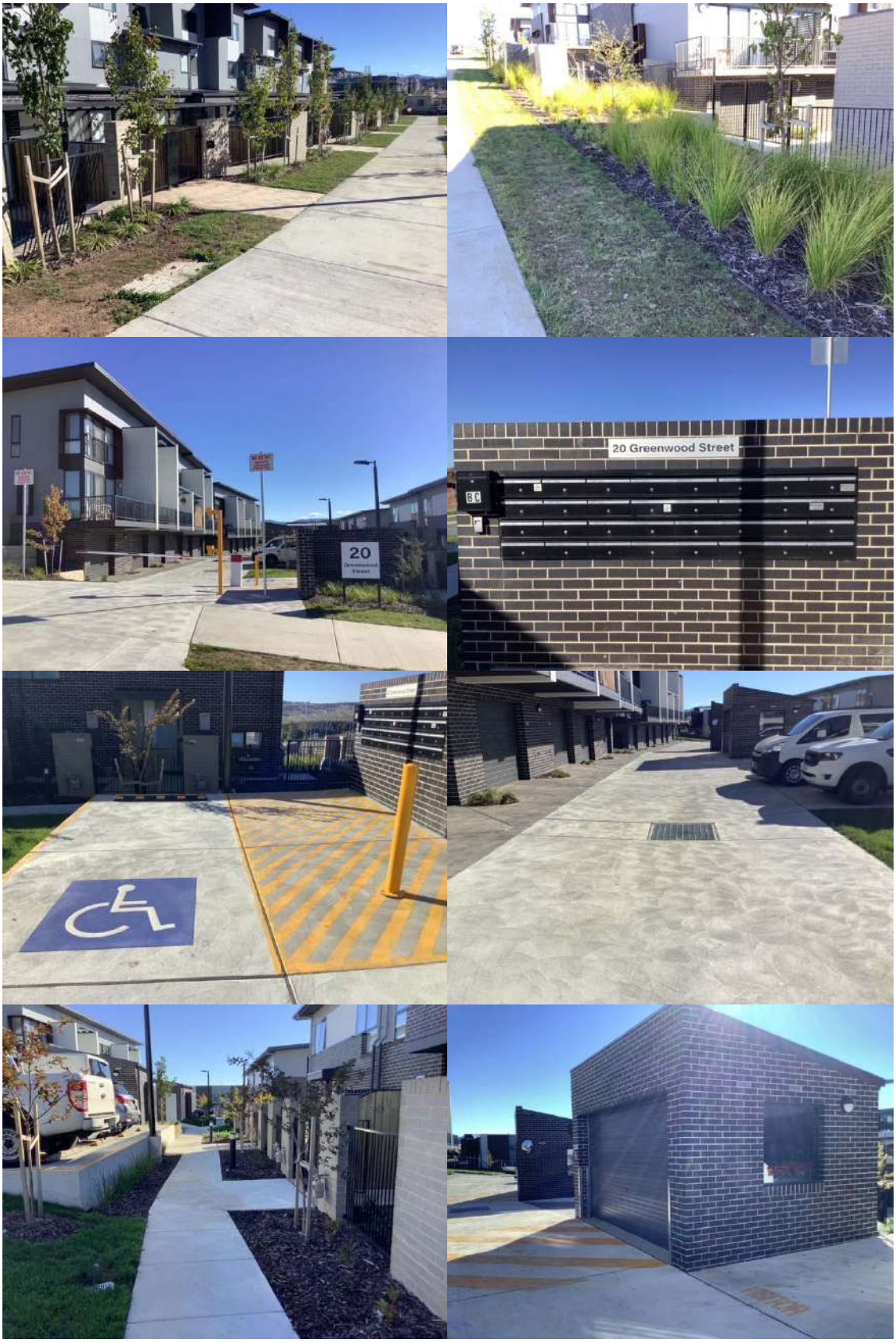
This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report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

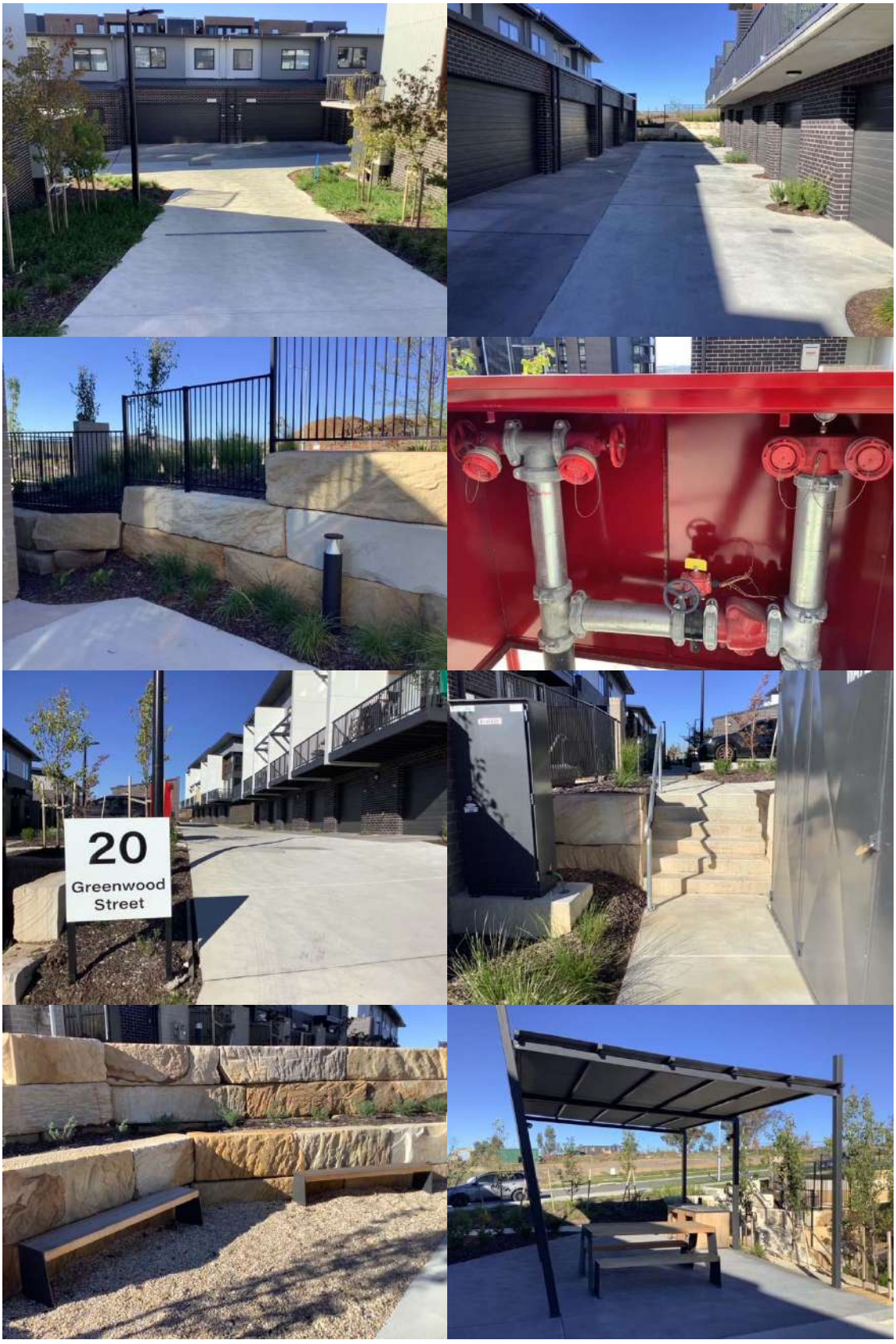
The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific 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.


20
20 Greenwood Street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Greenwood
Street

Signature Strata
Trusted Management. Unique Service. Quality Assured

MINUTES OF THE 2025 ANNUAL GENERAL MEETING OF THE OWNERS OF UNITS PLAN 15236 "ELIO"
1-19 MCMICHAEL STREET, 20 GREENWOOD & 2-28 TRINCA ST, DENMAN PROSPECT

DATE HELD	Tuesday 9 December 2025 – 4:00 pm
VENUE	Zoom Online Meeting
PRESENT	Unit 5 – S Samuel Unit 17 – T Bonello Unit 19 – C Weber Unit 30 – R Mansfield Unit 40 – D Catanzariti Signature Strata – V Vlachoulis
PROXIES:	Nil.
ABSENTEE VOTES	Unit 10 – A Watkins-Dolley & S Sinclair-Wood Unit 34 – A Nquyen
CHAIRPERSON	Unit 40 – D Catanzariti
QUORUM	A quorum was not present however, the meeting proceeded with a Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011). Secretarial Note – Owners are advised that under the Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 28 days after the decision was made, the Owners Corporation is to give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.

MINUTES

MOTION 1. *That the minutes of the previous annual general meeting held on 27 November 2024 are accepted.*

MOTION CARRIED

INSURANCE

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

Insurer & Policy No:	CHUBB / 01GS557904
Renewal Date:	21 April 2026
Building Sum Insured:	$30,153,375.00
Excesses:	$2,000.00 standard excess
Base Premium:	$25,474.25
Broker Fee	$1,200.00
Administration Fee	$60.00

GST	$2,673.43
Signature Strata Commission	$1,888.46
Workers Compensation	
Renewal Date	21 April 2026
Base Premium	$250.00
Broker Fee	$100.00
Fire Levy	$4.50
GST	$41.45
Signature Strata Commission	$33.75
Commission Schedule	30% of the brokers commission
Last insurance valuation report:	13 December 2022
Please refer to attached Certificate of Currency for details of the sum insured limits	

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

MOTION CARRIED

MOTION 3. *That the Owners Corporation of UP15236 endorse continued Brokerage services through the existing broker, Allinsure.*

MOTION CARRIED

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

MOTION CARRIED

MOTION 5. *That the Owners Corporation authorises the Strata Manager to obtain an insurance valuation, and that the level of insurance be adjusted in accordance with Valuer's conclusion and recommendation.*

MOTION CARRIED

INSURANCE CLAIMS

The meeting noted the summary attached to the agenda, advising Nil claims.

FINANCIALS

MOTION 6. *That the financial statements from 1 November 2024 to 31 October 2025 be accepted as presented.*

MOTION CARRIED

SINKING FUND

MOTION 7. *That the Owners Corporation gives consent for the Sinking Fund Forecast to be approved and accepted by the Executive Committee.*

MOTION CARRIED

PHYSICAL BUILDING STRUCTURAL DEFECTS

No building defects were noted at the time of this agenda being prepared. All maintenance items will be covered under Maintenance.

MAINTENANCE ISSUES

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

NEW MAINTENANCE ITEMS:

Nil

ONGOING MAINTENANCE ITEMS:

Irrigation - Watertight has identified a couple of issues with the irrigation system at Elio and have submitted quotes to rectify them.

First issue: The existing dripper line running along Foulkes Street and McMichael Terrace has no water supply and therefore is not operational.

Watertight is proposing the installation of a new irrigation feed line to supply the existing dripper line from the mains water supply.

Second issue: There are four (4) garden beds that have no irrigation (behind the bin enclosures and on the side of the driveway leading to units 1 to 10.

Watertight is proposing the installation of four (4) new irrigation zones for the garden beds that are currently without irrigation.

MAINTENANCE CONTRACT RENEWALS:

Nil

APPROVAL OF IRRIGATION UPGRADES

MOTION 8. *That the Owners Corporation authorise expenditure up to $7,000 from the Administrative Fund, for the installation of a new irrigation feed line to supply the existing dripper line running along Foulkes Street and McMichael Terrace from the mains water supply.*

MOTION CARRIED

MOTION 9. *That the Owners Corporation of UP15236 authorise expenditure up to $30,000 from the Administrative Fund, for the supply and installation of four (4) new irrigation zones for existing garden beds currently without irrigation.*

MOTION CARRIED

MAINTENANCE PLAN

The Unit Titles (Management) (Meeting Agenda) Guidelines 2023 requires that the Maintenance Plan be reviewed at each Annual General Meeting. The Maintenance Plan can be found on the owner's portal.

MOTION 10. *That the Maintenance Plan be confirmed as adequate.*

MOTION CARRIED

EMBEDED NETWORK ACQUISITION PROPOSAL

Supa Energy submitted a proposal for the acquisition of the embedded electricity network at Elio that will result to reduced energy cost for all residents and the Owners Corporation, without any upfront cost to the Owners Corporation.

MOTION 11. *That the Owners Corporation of UP15236 agree by Special Resolution to authorise the executive committee to negotiate with Supa Energy and any other embedded electricity network provider and sign a contract for the acquisition and operation of the embedded electricity network installed at UP15236.*

MOTION CARRIED

FIRE SAFETY

All emergency and fire systems are maintained to Australia Standards 1851 by your fire control contractor, 360 Degree Fire

AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

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

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

BUDGET DEBATE

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

MOTION 12. *That the proposed Administrative Fund Expenditure Budget of **$154,803.00** (plus GST) for the period 1 November 2025 to 31 October 2026 be adopted.*

MOTION CARRIED

MOTION 13. *That the proposed Sinking Fund Expenditure Budget of **$772.00** (plus GST) for the period 1 November 2025 to 31 October 2026 be adopted.*

MOTION CARRIED

MOTION 14. *That the Owners Corporation determines an Administrative Fund Levy Contribution of **$154,803.00** (plus GST) for the twelve-month period, commencing 1 November 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1 January 2026, 1 April 2026, 1 July 2026 and 1 October 2026.*

MOTION CARRIED

MOTION 15. *That the Owners Corporation determines a Sinking Fund Levy Contribution of **$10,052.00** (plus GST) for the twelve-month period, commencing 1 November 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1 January 2026, 1 April 2026, 1 July 2026, 1 October 2026.*

MOTION CARRIED

Secretarial Note – The levy contribution due 1 January 2026 will be extended to 15 January 2026.

STRATA MANAGEMENT AGENCY AGREEMENT

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

MOTION 16. That the Owners Corporation of UP15236 agrees in accordance with Section 50 of the Unit Titles (Management) Act 2011, to the following:

a. *That Signature Strata Pty Ltd be appointed as Managing Agent, for a period of three (3) years;*
b. *That the Owners Corporation delegate to the Managing Agent all functions of the Owners Corporation (other than those prohibited by the Act) necessary to enable the agent to carry out the agreed services and additional services if required;*
c. *That the Owners Corporation execute a written agreement to give effect to this appointment and delegation;*
d. *That the delegation to the agent is subject to the conditions and limitations listed in the agreement;*
e. *That authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting*.
f. *That two members of the Owners Corporation/Executive Committee be authorised as signatories on behalf of the Owners Corporation to sign the Agency Agreement with Signature Strata.*
g. If the contract is not signed within 28 days of the meeting date, the Agreement will be taken as being binding.

MOTION CARRIED

EXECUTIVE COMMITTEE

MOTION 17. *That the Owners Corporation determine the number of members to form the Executive Committee until the next Annual General Meeting, with the appointment of those members to take place at this meeting*.

MOTION CARRIED

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

Unit 17 – **T Bonello**, Unit 19 – **C Weber**, Unit 30 – **R Mansfield**, Unit 40 – **D Catanzariti**

GENERAL BUSINESS

Nil.

CLOSURE

There being no further business the chairperson declared the meeting closed at 4:59 PM

Signature Strata
Trusted Management. Unique Service. Quality Assured

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A. Details of reduced quorum decisions

<table>
<tr><td>A1</td><td colspan="2">The Owners - Units Plan No</td><td>UP15236</td></tr>
<tr><td>A2</td><td colspan="3">General Meeting:
Date (or dates) of general meeting at which the reduced quorum decision or decisions were made
27/11/2024

☑ 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).</td></tr>
<tr><td rowspan="4">A3</td><td colspan="2">Reduced quorum decisions</td><td>If there is insufficient space below, tick ☑ and attach details to the notice</td></tr>
<tr><td>Date of decision</td><td colspan="2">Full text of reduced quorum decision</td></tr>
<tr><td>05/12/2024</td><td colspan="2">See attached Minutes</td></tr>
<tr><td>___ / ___ / _____</td><td colspan="2"></td></tr>
<tr><td>A4</td><td colspan="3">Owners Corporation declaration</td></tr>
<tr><td colspan="2">05/12/2024
Date of affixing of seal

Signature:

Designation: Strata Manager</td><td></td></tr>
</table>

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

Part B. Details of reduced quorum decisions

B1 What is a reduced quorum decision?

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

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

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

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

Reduced quorum decisions—adjournment following quorum trouble

• If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a standard quorum for the motion (see above) nor a reduced quorum (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5),part 3.1, schedule 3).

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

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

B2 When does a reduced quorum decision take effect?

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

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

B3 How may reduce quorum decisions be disallowed?

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

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

• be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and

• be given to the owners corporation before the decision's date of effect (see B2 above).

B4 How may reduced quorum decisions be confirmed?

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

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

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

B5 How may reduced quorum decisions be revoked?

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

• A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule3).

MINUTES OF THE 2024 ANNUAL GENERAL MEETING OF THE OWNERS OF UNITS PLAN 15236 "ELIO"
1-19 MCMICHAEL STREET, 20 GREENWOOD & 2-28 TRINCA ST, DENMAN PROSPECT

DATE HELD:	Wednesday 27 November 2024 - 5:00 PM
VENUE:	Zoom Online Meeting
PRESENT:	Unit 9 Winsome Wing Sum Law Unit 17 Timothy Carton Unit 19 Casi Weber Unit 30 Rebecca Mansfield Unit 40 Dominic Catanzariti Signature Strata - Karrina Haag & Calli Fenwick
PROXIES:	Nil.
ABSENTEE VOTES:	Unit 34 Anh Nquyen – voting in favour of all motions
CHAIRPERSON	Unit 40 Dominic Catanzariti
QUORUM:	A quorum was not present. However the meeting proceeded with a Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011). Secretarial Note – Owners are advised that under the Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 28 days after the decision was made, the Owners Corporation is to give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.

MINUTES

MOTION 1. *That the minutes of the previous annual general meeting held on 23 November 2023 are accepted.*

MOTION CARRIED

INSURANCE

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

Insurance cover held by the Owners Corporation was renewed on the 21st October through Allinsure, with the new Certificate of Currency not received prior to the issuing of the Agenda. Updated details are summarised below.and the new certificate attached.

Insurer & Policy No:	CHU / HU0006071755
Renewal Date:	21 October 2025
Building Sum Insured:	$28,717,500.00
Excesses:	$2,000
Base Premium:	$32,414.41

Underwriting Agency Fee	$150.00
Broker Fee	$1,000.00
Administration Fee	$60.00
GST	$3,362.44
Signature Strata Commission	$2,244.87
Workers Compensation	
Renewal Date	21 October 2025
Base Premium	$250.00
Broker Fee	$100.00
Admin Fee	$60.00
Fire Levy	$5.00
GST	$41.50
Signature Strata Commission	$37.50
Commission Schedule	(AI) 30% of the brokers commission
Last insurance valuation report:	13 December 2024

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

MOTION CARRIED

MOTION 3. *That the Owners Corporation of UP15236 endorse continued Brokerage services through the existing broker, Allinsure*

MOTION CARRIED

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

MOTION CARRIED

INSURANCE CLAIMS

The meeting noted the summary attached to the agenda, advising Nil claims.

FINANCIALS

MOTION 5. *That the financial statements from 01 November 2024 to 31 October 2024 be accepted as presented.* MOTION CARRIED

SINKINF FUND

The Owners Corporation of UP15236 obtained their Sinking Fund Forecast Report on 27 April 2022 to meet legislative requirements, and, pursuant to Section 85 of the Unit Titles (Management) Act 2011, the Sinking Fund Forecast will be renewed and updated prior to 27th April 2026.

PHYSICAL BUILDING STRUCTURAL DEFECTS

No building defects were noted and all items are noted under Maintenance.

MAINTENANCE ISSUES

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

NEW MAINTENANCE ITEMS:

Nil.

ONGOING MAINTENANCE ITEMS:

Irrigation - Waterland were engaged to conduct an investigative report and provide advice on the system and required works, however, they do not provide quotes, and only proceed with works directly. Consequently, Waterlans's report was forwarded to Watertight for review and quoting. Watertight has since attended and provided a quote of $1,800 for the irrigation repairs, which has been approved by the committee, and is allocated within the budget. Following repairs, the timers will also be adjusted as necessary.
Please note various repairs to solenoids have already been completed.

Unit 50's Balcony - Aramax delivery van has crased into unit 50's Balcony. Signature Strata have reached out to Aramax who have admitted fault and are responsible for repairs. Insurance details have been provided to effect repairs.

CONTRACT RENEWALS:

Gardening - Beautiful Gardens have been engaged to repair the edging that has been damaged from lawnmowing.

MAINTENANCE PLAN

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

MOTION CARRIED

FIRE SAFETY

All emergency and fire systems are maintained to Australia Standards 1851 by your fire control contractor, 360 Degree Fire.

AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

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

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

BUDGET DEBATE

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

MOTION 7. *That the proposed Administrative Fund budget of $144,470.00 for the period 1 November 2024 to 31 October 2025 be adopted.*

MOTION CARRIED

MOTION 8. *That the proposed Sinking Fund Expenditure Budget of $1,800.00 for the period 1 November 2024 to 31 October 2025 be adopted.*

MOTION CARRIED

MOTION 9. *That the Owners Corporation determines an Administrative Fund Levy Contribution of $144,470.00 for the twelve-month period, commencing 1 November 2024 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1 Janurary, 1 April, 1 July, 1 October 2025.*

MOTION CARRIED

MOTION 10. *That the Owners Corporation determines a Sinking Fund Levy Contribution of $9,500.00 for the twelve-month period, commencing 1 November 2024 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1 Janurary, 1 April, 1 July, 1 October 2025.*

MOTION CARRIED

STRATA MANAGEMENT AGENCY AGREEMENT

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

The Owners Corporation's current management agreement was signed on 11th January 2024 and expires on 10th January 2027.

EXECUTIVE COMMITTEE

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

MOTION CARRIED

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

Casey Weber (Unit 19), Rebecca Mansfiels (Unit 30), Dominic Catanzariti (Unit 40), Tristan Melhuish (Unit 43)

RULE AMENDMENTS AND ADDITIONS

MOTION 12. (Special Resolution):
That the Owners Corporation adopt the Rules as attached and that they are registered under the Land Titles (Unit Titles) Act 1970.

MOTION CARRIED

GENERAL BUSINESS

Nil.

CLOSURE

There being no further business the chairperson declared the meeting closed at 5:50 PM

Level 33, 101 Miller Street
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	**HU**0006071755
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	21/10/2024 to 21/10/2025 at 4:00pm
The Insured	THE OWNERS - UNITS PLAN NO.15236
Situation	20 GREENWOOD STREET DENMAN PROSPECT ACT 2611

Policies Selected

Policy 1 – Insured Property
Building: $28,717,500
Common Area Contents: $287,175
Loss of Rent & Temporary Accommodation (total payable): $4,307,625

Policy 2 – Liability to Others
Sum Insured: $30,000,000

Policy 3 – Voluntary Workers
Death: $200,000
Total Disablement: $2,000 per week

Policy 4 – Fidelity Guarantee
Sum Insured: $250,000

Policy 5 – Office Bearers' Legal Liability
Sum Insured: $5,000,000

Policy 6 – Machinery Breakdown
Not Selected

Policy 7 – Catastrophe Insurance
Not Selected

Policy 8 – Government Audit Costs and Legal Expenses
Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000
Legal Defence Expenses: $50,000

Policy 9 – Lot owners' fixtures and improvements (per lot)

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

Sum Insured: $250,000

Flood Cover is included.

Date Printed 08/11/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

ALTERNATE RULES OF THE OWNERS CORPORATION
UNITS PLAN 15236 "ELIO"
1-19 McMichael Terrace & 20 Greenwood Street, DENMAN PROSPECT ACT 2611

1.1 Definitions—default rules

(1) In these rules:

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

(2) A word or expression in these rules has the same meaning as in the *Unit Titles (Management) Act 2011*.

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

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

1.4 Erections and alterations

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

(a) in accordance with the express permission of the Executive Committee; and

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

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

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

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

Example—permission unreasonably withheld

external appearance of a unit or the units plan

1.5 Pets in units

(1) A unit owner or occupier (the *pet owner*) may keep an animal, or permit an animal to be kept, within the unit if the Owners Corporation gives written approval in accordance with Section 32 of the Management Act and —

(a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and

(b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and

(c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and

(d) the pet owner cleans any area of the units plan that is soiled by the animal; and

(e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.

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

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

(2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

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 Legal Fee Recovery

(1) If an Owners Corporation commences an action and incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.

(2) The unit holder agrees that any monies which are payable pursuant to Clause 1 shall be a debt enforceable by the Owners Corporation against the unit holder

(3) The legal fees and other costs payable in accordance with Clause 1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with Clause 1

(4) The Owners Corporation shall not commence any action against any unit holder other than to recover outstanding levies, unless authorised by a resolution of the Owners Corporation.

1.14 Seal of Owners Corporation

(1) The Managing Agent may affix the seal of the Owners Corporation to —

(a) Reduced quorum meeting notices;

(b) Rules registration documents;

(c) Notice of Change of Address for Service of Documents at the Land Titles Office; and

(d) Certifications issued under Section 119 of the Act; or

(e) For any other purpose where delegated by the Owners Corporation in accordance with Section 9A(b)(ii)

(2) If the Owners Corporation does not have a common seal, as per Section 9A(b)(ii) of the UTMA, the Managing Agent may sign a document as authorised by the Executive Committee.

1.15 Vehicles and Parking

(1) Residents should park their vehicles only in their unit's garage. Do NOT block other residents' garage without their express consent to do so.

(2) Vehicles are NOT to be parked on the driveway, on landscaped areas, or in any position where they may cause an obstruction to others.

(3) Visitor parking is for visitors ONLY, residents are not permitted to utilise visitor parking for personal use.

(4) Vehicles must observe a 5 kph speed limit within the complex.

(5) Residents are responsible for cleaning up of any oil spills on common property caused by their vehicles or their guests vehicles and will be requested by the Owners Corporation to clean up any spills in the event that this is not carried out.

(6) In the interest of safety, children are not permitted to ride cycles or play games on the common property driveway areas or in the underground parking areas.

(7) Residents or Guest are not permitted to use common property electrical outlets to change Electric Vehicles.

(8) Fire hydrants are never to be used by residents for the purpose of washing vehicles.

1.16 Garbage and Recycling

(1) The garbage hopper is for domestic waste only. All rubbish must be placed in the

hopper.

(2) All rubbish should be enclosed in an acceptable outer container, such as an approved garbage bin liner, and fastened securely.

(3) The recycling hopper is for domestic waste only. All recycling must be placed in the hopper. Non-recyclables can NOT be placed in the recycling hoppers.

(4) Large boxes should be collapsed and freed from foam or other contaminating matter before being placed in the recycling hopper in the garbage room. Large boxes should be collapsed before being placed in the hopper.

(5) Under no circumstances is garbage or recycling to be placed on the floor of the garbage or recycling enclosures. .

(6) Household items such as furniture, bedding etc. are not to be placed in either the garbage or recycling hoppers, nor the garbage or recycling enclosures, but should be disposed of by residents at appropriate Government collection areas.

1.17 Appearance

(1) Residents must maintain their units so that other units are not adversely affected in terms of hygiene, appearance or value.

(2) The draping of rugs, mats, sheets, blankets, clothing etc. over balcony railings is not permitted.

(3) Collapsible washing lines must remain below the height of the balustrade.

(4) Balconies are not to be used as a storage area.

(5) Items are not to be stored in common property areas.

1.18 Smoking

(1) An owner or occupier, and any invitee of the owner or occupier, must not smoke or vape tobacco or any other substance on the common property.

(2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or vapes or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

(3) An occupant must not discard cigarette butts or ash over any balconies or outside of their own unit boundary.

1.19 Vandalism and Damage

(1) An occupant or visitors must not damage any part of the common property.

(2) An occupant who has caused damage is liable to reimburse the owners corporation for all expenses that it incurs in rectifying the damage.

1.20 Real Estate Signs

(1) Unit owners are not permitted to display any signs in any visible external windows to their unit except with the prior approval of the executive committee.

(2) Rectification of any damage caused as a result of the erection of real estate signs will be the responsibility of the unit advertised for sale.

(3) Real estate signs are to be removed immediately upon sale or lease of the property, and are not to remain erected with the "Sold" or "Leased" stickers affixed.

1.21 General

(1) The owners corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas, or from individual units or garages.

(2) Birds or possums are not to be fed from the balconies.

ALTERNATE RULES OF THE OWNERS CORPORATION
UNITS PLAN 15236 “ELIO”
1-19 McMichael Terrace & 20 Greenwood Street, DENMAN PROSPECT ACT 2611

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

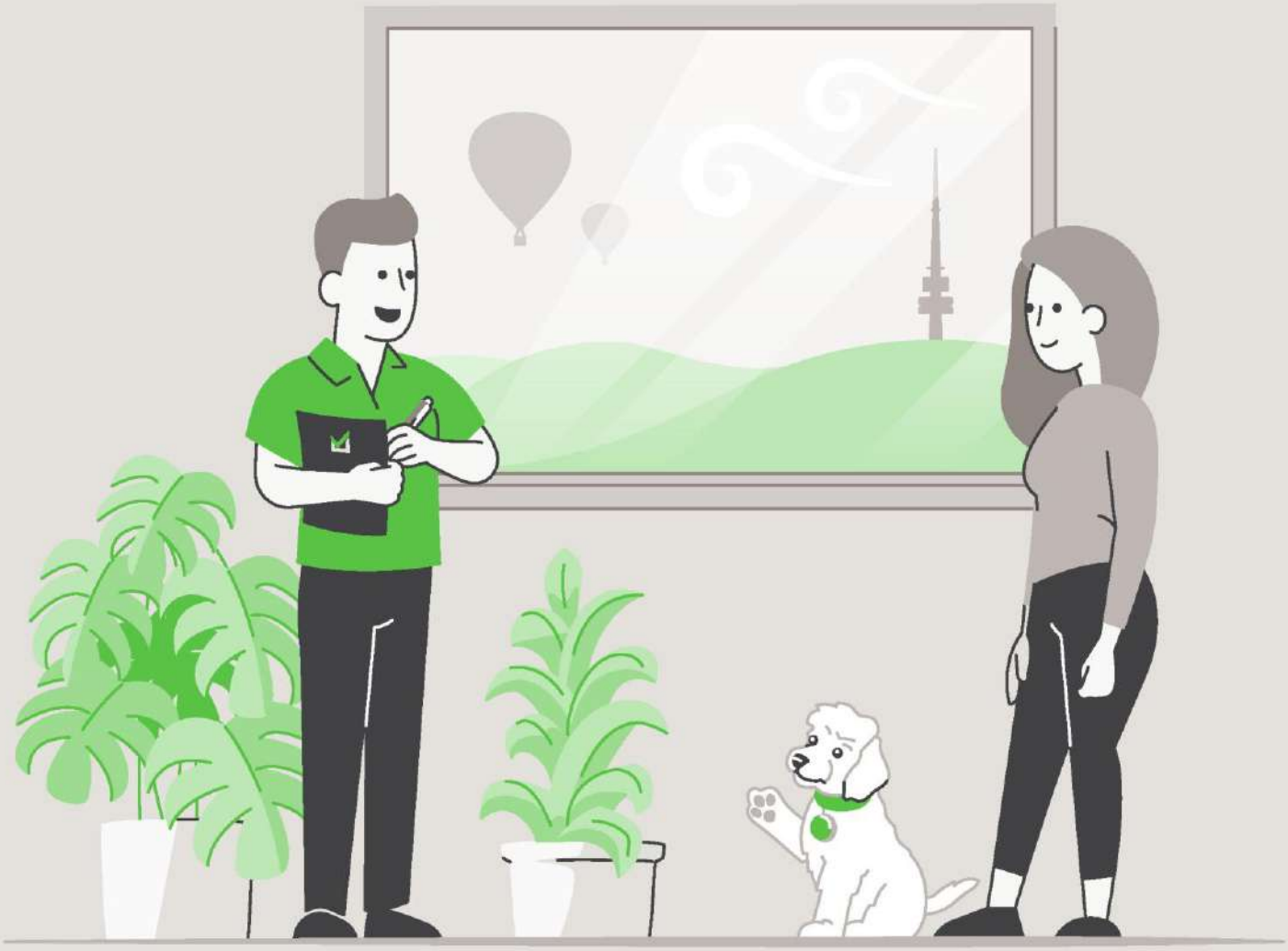
ACT PROPERTY INSPECTIONS

21/20 Greenwood Street,
Denman Prospect ACT 2611

Report prepared: Tuesday, May 26th 2026

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

Report



MASTER BUILDERS AUSTRALIAN CAPITAL TERRITORY

REIACT REAL ESTATE INSTITUTE OF THE AUSTRALIAN CAPITAL TERRITORY

Level 1, 33 Altree Court,
Phillip ACT 2606

PO Box 576
Erindale Centre ACT 2903

02 6232 4540
info@actpropertyinspections.com.au

ABN 33 600 397 466
actpropertyinspections.com.au

LIMITED LIABILITY TO A PURCHASER WITHIN THE AUSTRALIAN CAPITAL TERRITORY

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

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

(a) The inspection was carried out no earlier than three months before the day the property was first advertised or offered for sale or listed by an agent; and

(b) The date on which the contract was entered into was not more than 180 days after the date of the inspection.

(c) The report is provided to the Purchaser prior to or at the time the Contract for Sale is entered into between the Purchaser and vendor.

(d) The service requested is the Standard Inspection Report.

ACT PROPERTY INSPECTIONS

Building Report

CONCLUSION AND SUMMARY

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

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

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

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

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

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

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

PROPERTY STATISTICS

Building Report	Average
Compliance Report	No unapproved structures
Pest Inspection	No active subterranean termites (live specimen) were found
Energy Efficiency Rating	6.0 Stars
Inspection Date	Tuesday, May 26th 2026
Name of Assessor	Michael Kane
Reference Number	70230
Address of Property Inspected	21/20 Greenwood Street, Denman Prospect ACT 2611
Client	Mahon
Unit, Block and Section	Unit 21 Block 1 Section 69 DENMAN PROSPECT
Year original residence COU was issued	2021
House size (approximately)	Upper Level: 48.50m^2 Lower Level: 48.20m^2 Garage: 47.80m^2 Total: 144.50m^2
Weather conditions at time of Inspection	Rain
Occupancy Status	Occupied

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

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

PROPERTY CONSTRUCTION DETAILS

Flooring	Concrete and timber flooring
External walls	Brick veneer and compressed cladding
Roof framing	Timber: Truss roof framing
Roof cladding	Colorbond roof cladding
Glazing	Double glazed windows
Cooktop	Gas cooktop
Oven	Electric oven
Dishwasher	Fisher and Paykel

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

GENERAL ACCESS LIMITATIONS

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

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

DEFINITIONS

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

ENTRY/DINING

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

KITCHEN/LIVING

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good/fair
Kitchen cupboards	Good
Bench top	Good
Splashback	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

STAIRWELLS

Ceiling	Good
Walls	Good
Floor coverings	Good
Handrail	Good

MASTER BEDROOM

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

BEDROOM 2

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

ENSUITE

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

BATHROOM

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

LAUNDRY

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Laundry tub	Good
Splashback	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

ROOF CAVITY

Construction	Good

EXTERIOR

Driveway and paths	Good. No major cracking noted
Eaves	Good
Fascia	Good
Gutters	Good. The gutters appear to be in functional condition
External walls	Good. No major cracking noted
Windows	Good
Fences	Good
Gate	Good
Decks	Good
Balcony	Good
Site drainage	The site generally drains away from the perimeter of the building

GARAGE

Slab	Good. No major cracking noted
Ceiling	Good
Walls	Good
Garage door	Good
Is an auto opener installed on the roller door?	Yes
Access door	Good

DEFINITIONS

Above Average: The overall condition is above that consistent with dwellings of approximately the same age and construction. Most items and areas are well maintained and show a reasonable standard of workmanship when compared with buildings of similar age and construction.
Average: The overall condition is consistent with dwellings of approximately the same age and construction. There will be areas or items requiring some repair or maintenance**.**
Below Average: The Building and its parts show some significant defects and/or very poor non- tradesman like workmanship and/or long-term neglect and/or defects requiring major repairs or reconstruction of major building elements.
Client: The person or persons, for whom the Inspection Report was carried out or their Principal (i.e., the person or persons for whom the report is being obtained).
Building Consultant: A person, business or company who is qualified and experienced to undertake a pre-purchase inspection in accordance with Australian Standard AS 4349.1-2007 'Inspection of Buildings. Part 1: Pre-Purchase Inspections – Residential Buildings'. The consultant must also meet any Government licensing requirement, where applicable.
Building & Site: The inspection of the nominated residence together with relevant features including any car accommodation, detached laundry, ablution facilities and garden sheds, retaining walls more than 700 mm high, paths and driveways, steps, fencing, earth, embankments, surface water drainage and storm water run-off within 30 m of the building, but within the property boundaries. In the case of strata and company title properties, the inspection is limited to the interior and immediate exterior of the nominated residence and does not include inspection of common property.
Readily Accessible Areas: Areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels or accessible from a 3.6 metre ladder, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. Or where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length.
Structure: The loadbearing part of the building, comprising the Primary Elements.
Primary Elements: Those parts of the building providing the basic loadbearing capacity to the Structure, such as foundations, footings, floor framing, loadbearing walls, beams, or columns. The term 'Primary Elements' also includes other structural building elements including those that provide a level of personal protection such as handrails; floor-to-floor access such as stairways; and the structural flooring of the building such as floorboards.
Secondary Elements: Those parts of the building not providing loadbearing capacity to the Structure, or those non-essential elements which, in the main, perform a completion role around openings in Primary Elements and the building in general such as non-loadbearing walls, partitions, wall linings, ceilings, chimneys, flashings, windows, glazing or doors.
Finishing Elements: The fixtures, fittings and finishes applied or affixed to Primary Elements and Secondary Elements such as baths, water closets, vanity basins, kitchen cupboards, door furniture, window hardware, render, floor, and wall tiles, trim or paint. The term 'Finishing Elements' does not include furniture or soft floor coverings such as carpet and lino.
Major Defect: A defect of significant magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the property.
Minor Defect: A defect other than a Major Defect.
Safety Hazard: Any item that may constitute an immediate or imminent risk to life, health, or property. Occupational, health and safety or any other consequence of these hazards has not been assessed.
Tests: Where appropriate the carrying out of tests using the following procedures and instruments:
Dampness Tests means additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to damp problems. Instrument testing using electronic moisture detecting meter of those areas and other visible accessible elements of construction showing evidence of dampness was performed. Physical Tests means the following physical actions undertaken by the consultant: opening and shutting of doors, windows and draws; operation of taps; water testing of shower recesses; and the tapping of tiles and wall plaster.

IMPORTANT ADVICE

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

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

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

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

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

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

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

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

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

SCOPE AND LIMITATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IMPORTANT DISCLAIMER

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

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

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

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

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

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

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

OTHER INSPECTIONS AND REPORTS REQUIRED

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

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

SMOKE DETECTORS

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

CRACKING OF BUILDING ITEMS

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

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

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

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

NOTICE TO THE PURCHASER (ACT ONLY)

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

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

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

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

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

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

1. I/We have read and understood the 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause of the Report, and this Notice to the Purchaser. I/We have not arranged for another inspection and report in respect of the property, and it is my/our intention to **rely upon the findings contained in the report**; or

2. I/We have **arranged for another Inspection of the Property and Report** to be carried out, which I/We will use in conjunction with this Report in deciding whether to proceed with the purchase of the property; or

3. I/We have read and understood the 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause of the Report, and this Notice to the Purchaser. I/We have not arranged for another Inspection and Report in respect of the property and have **relied on my/our own enquiries in respect of the condition of the property** as at the date of settlement including any changes in the condition of the property that have taken place since the Inspection date stated in the Report

ACT PROPERTY INSPECTIONS

Timber Pest Report

SUMMARY SHEET

Property Address:	21/20 Greenwood Street, Denman Prospect ACT 2611
Client:	Mahon
Inspection Date:	Tuesday, May 26th 2026
Inspection carried out by:	Michael Kane

This summary is supplied to allow a quick and superficial overview of the Inspection results. This summary is NOT the Report and cannot be relied upon on its own. This summary must be read in conjunction with the full Report and not in isolation from the Report. If there should happen to be any discrepancy between anything in the Report, and anything in this summary, the information in the Report shall override that in the summary. The Report is subject to conditions and limitations. Your attention is particularly drawn to the clauses, disclaimer of liability to third parties, limited liability to a purchaser with the Australian Capital Territory (ACT), and to the notice to the purchaser at the back of this Report.

1.0 ACCESS LIMITATIONS

There were access limitations to the inspection/report. Please refer to section 1.0 of the report.

2.0 TERMITE ACTIVITY

No active subterranean termites (live specimens) were found.

No visible evidence of subterranean termite workings or damage was found.

3.0 BORER ACTIVITY

No visible evidence of borers of seasoned timbers was found.

4.0 DECAY FUNGI

No evidence of damage caused by wood decay (rot) fungi was found.

For complete and accurate information, please refer to the attached 'Visual Timber Pest Report', which is prepared in accordance with AS 4349.3.

CONDITIONS OF THIS INSPECTION

Important Information:

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

This is a **Visual Inspection Only**, prepared in accordance with AS 4349.3, 'Inspection of Buildings Part 3: Timber Pest Inspections'. Visual Inspection was limited to those areas and sections of the property to which reasonable access (see definition) was both available and permitted on the date of Inspection.

The Inspection **did not** include breaking apart, dismantling, removing, or moving objects including but not limited to – foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances, or personal possessions.

The Inspector **cannot** see inside walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, or in any other areas that are concealed or obstructed.

The Inspector **did not** dig, gouge, force or perform any other invasive procedures. An invasive Inspection will not be performed unless a separate contract is entered into.

In an occupied property, it must be understood that furnishings or household items may be concealing evidence of Timber Pests, which may only be revealed when the items are moved or removed.

In the case of strata type properties, only the interior of the unit is inspected.

Scope of Report:

This Report only deals with the detection or non-detection of Timber Pest Attack and Conditions Conducive to Timber Pest Attack discernible at the time of inspection. The inspection was limited to the Readily Accessible Areas of the Building and Site (see note below) and was based on a visual examination of surface work (excluding furniture and stored items), and the carrying out of Tests. Note. With strata and company title properties, the inspection was limited to the interior and the immediate exterior of the particular residence inspected. Common property was not inspected.

Limitations:

The Client acknowledges:

(a) This Report does not include the inspection and assessment of matters outside the scope of the requested inspection and report.

(b) The inspection only covered the Readily Accessible Areas of the Building and Site. The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include – but are not limited to – roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements, or earth.

(c) The detection of dry wood termites may be extremely difficult due to the small size of the colonies. No warranty of absence of these termites is given.

(d) European House Borer (Hylotrupes bajulus) attack is difficult to detect in the early stages of infestation as the galleries of boring larvae rarely break through the affected timber surface. No warranty of absence of these borers is given. Regular inspections including the carrying out of appropriate tests are required to help monitor susceptible timbers.

(e) This is not a structural damage report. Neither is this a warranty as to the absence of Timber Pest Attack.

(f) If the inspection was limited to any particular type(s) of timber pest (e.g., subterranean termites), then this would be the subject of a Special-Purpose Inspection Report, which is adequately specified.

(g) This Report does not cover or deal with environmental risk assessment or biological risks not associated with Timber Pests (e.g., toxic Mould) or occupational, health or safety issues. Such advice may be the subject of a Special-Purpose Inspection Report which is adequately specified and must be undertaken by an appropriately qualified inspector. The choice of such inspector is a matter for the Client.

(h) This Report has been produced for the use of the Client. The Consultant or their firm or company are not liable for any reliance placed on this report by any third party, except as provided in the section Limited Liability To a Purchaser within the Australian Capital Territory.

Determining extent of Damage:

This is not a structural building report, and any inexpert opinion we provide on timber damage cannot be relied upon. This Report **will not** state the full extent of any Timber Pest damage. It will state Timber Pest Damage found as either 'slight', 'moderate', 'moderate to extensive', or 'extensive', and this information is not the opinion of an expert. If any evidence of Timber Pest activity and/or damage resulting from Timber Pest activity is reported, either in the structure(s) or the grounds of the property, then you must assume that there may be concealed structural damage within the building(s).

This concealed damage may only be found when wall linings, cladding or insulation are removed to reveal previously concealed timbers. In this case, an Invasive Timber Pest Inspection (for which a separate contract is required) is strongly recommended, and you should arrange for a qualified professional such as a builder, engineer, or architect to carry out a structural Inspection to determine the full extent of the damage, and the extent of repairs that may be required. You agree that neither we, nor the individual conducting the Inspection, are responsible or liable for the repair of any damage, whether disclosed by the Report or not.

Disclaimer of Liability:

No liability shall be accepted on account of failure of the Report to notify any termite activity and/or damage present at, or prior to, the date of the Report, in any area(s) or section(s) of the subject property physically inaccessible for Inspection, or to which access for Inspection is denied by, or to, the licensed Inspector (including, but not limited to, any area(s) or section(s) specified by the Report).

1.0 ACCESS LIMITATIONS

1.1 Area(s) inspected:

Only structures, fences &/or trees within 50m of the building but within the property boundaries were inspected.

1.2 Common area(s) not inspected:

No Inspection was made, and no Report will be submitted, of inaccessible area(s).
These include, but may not be limited to; cavity walls, concealed frame timbers, eaves, flat roofs, fully enclosed patios, inaccessible parts of the subfloors, inaccessible parts of the roof void, soil concealed by concrete floors, fireplace hearths, wall linings, landscaping, rubbish, floor coverings, furniture, pictures, appliances, stored items, insulation, and hollow blocks/posts etc.

1.3 Area(s) in which visual inspection was obstructed or restricted and why:

Ceiling framing timbers were concealed by insulation. Clothing and other stored items concealed timbers in cupboards and built in robes/closets. Furniture and stored items concealed some of the skirting boards and architraves inside the house. No inspection was made under the timber decks due to lack of available access. The inspection of the exterior was restricted to the immediate exterior of the unit.

NB. Please note that since a complete Inspection of the above area(s) was not possible, Timber Pest activity and/or damage may exist in these areas.

1.4 The property was furnished at the time of inspection.

Where a property is furnished at the time of Inspection, it must be understood that the furnishings and stored goods may be concealing evidence of Timber Pest activity. This evidence may be revealed when the property is vacated, and a further Inspection of the vacant property is strongly recommended if the house was furnished at the time of inspection.

1.5 Undetected timber pest risk assessment is considered Low/Moderate.

NB. Where the risk is considered “Moderate” or “Moderate-High” or “High”, a further inspection is strongly recommended of areas that were not readily accessible, and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This may require the moving, lifting or removal of obstructions such as floor coverings, furniture, stored items foliage and insulation. In some instances, it may also require the removal of ceiling and wall linings, and the cutting of traps and access holes. Seek further advice from your Consultant.

2.0 TERMITE ACTIVITY

2.1 No active (live) termites were present at the time of Inspection.

2.2 No visible evidence of subterranean termite workings and/or damage was found.

2.3 A termite nest was not found.

2.4 No evidence of timber damage caused by Termite attack was visible at the time of the Inspection.

NB. Where evidence of termite activity by the Nasutitermes or Coptotermes species was found in the grounds, the risk to buildings is very high. A treatment to eradicate the termites and to protect the building(s) should be carried out. Where the evidence of termite workings was found in the grounds or the building(s), then the risk of a further attack is very high.

2.5 Very important:

If live termites or any evidence of termite workings or damage was reported above, within the building(s) or in the grounds and fences, then it must be assumed that there may be concealed termite activity and/or timber damage. This concealed activity or damage may only be found when alterations are carried out, such as when wall linings, cladding or insulation are removed; or if you arrange for an invasive Inspection. We claim no expertise in structural engineering or building, and we strongly recommend that you have a qualified professional such as a builder, engineer, architect, or other qualified expert determine the full extent of the damage, if any. This may require an invasive Inspection. We take no responsibility for the repair of any damage, whether disclosed by this Report or not (see 'Terms and Limitations').

Where visual evidence of termite workings and/or damage is reported above, but no live termites were present at the time of Inspection, you must realise that it is possible that termites are still active in the immediate vicinity, and that the termites may continue to cause further damage. It is not possible, without further investigation and a number of Inspections over a period of time, to ascertain whether any infestation is active or inactive. Active termites may simply have not been present at the time of Inspection due to a prior disturbance or climatic conditions, or they may have been utilizing an alternative feeding source.

Continued, regular Inspections are essential. Unless written evidence of a termite protection program in accordance with 'AS 3660' with ongoing Inspections is provided, you must arrange for a treatment in accordance with 'AS 3660' to be carried out to reduce the risk of further attack.

2.6 Previous termite treatment: There were no signs of a termite treatment or evidence of a possible previous termite treatment, at the time of inspection.

NB. If there is evidence of drill holes in concrete or brickwork, bait stations or other signs of a possible previous treatment are reported, then the treatment was probably carried out because of an active termite attack. Extensive structural damage may exist in concealed areas. You should have an invasive Inspection carried out, and have a builder determine the full extent of any damage, and the estimated cost of repairs, as the damage may only be found when wall linings etc. are removed. Normally, if a termite treatment has been carried out, then a durable notice should be located in the metre box, indicating the type of termite shield system, treated zone or combination that has been installed.

2.7 Termite management: A termite management notice was not found in the meter box; however, due to the age of the residence a barrier system should have been installed.

This firm can give no assurances with regard to work that may have been previously performed by other firms. You should obtain copies of all paperwork and make your own enquiries as to the quality of the treatment when it was carried out, and warranty information. In most cases, you should arrange for a treatment in accordance with "Australian Standard 3660" to be carried out to reduce the risk of further attack.

2.8 General remarks:

Where any current visible evidence of Timber Pest activity is found, it is strongly recommended that a more invasive Inspection be performed. Trees on and near the property up to a height of 2 metres, have been visually Inspected where possible and practicable, for evidence of Termite activity. It is very difficult to locate termite nests since they are underground, and evidence in trees is usually well concealed. Therefore, we strongly recommend that you arrange to have the medium to large eucalypt trees within a 50 metre radius of the property test drilled for evidence of termite nests.

3.0 BORER ACTIVITY

3.1 No visible evidence of borers was found.

The **Lyctid Borer** - The most common lyctid borer in Australia is **Lyctus brunneus (powder post beetle**). Attack usually takes place during the first six to twelve months of the service life of timber. However, the powder post beetle is not considered a significant pest of timber and treatment of infestation is not usually required. As only the sapwood of certain hardwoods is destroyed, larger-dimensional timbers (such as rafters, bearers, and joists) in a building are seldom weakened significantly to cause collapse. The **Anobiid Borer** There are many different species of Anobiid borer, the most frequently encountered being Anobium punctatum (furniture beetle) and Calymmaderus incisus (Queensland pine beetle). Attack mainly occurs to softwoods especially pine timbers such as floorboards that have been in service for at least ten years. Should any structural timbers be attacked by Anobiid borers it is often difficult to determine what extent the borer damage has weakened such timbers and replacement is often the only way of ensuring safety from collapse.

In the case of Anobiid borers, once an attack is initiated it is unlikely to cease or die out of its own accord without some sort of eradication treatment. Therefore, unless proof of treatment is provided, evidence of an attack must always be considered active. Although a chemical treatment is an option, replacement of infested timbers with non-susceptible, or treated timber, is the most effective method of treatment. Before any option is considered, competent advice (e.g., from a licensed building contractor) should be sought to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work.

Other Borers: A further (more invasive) investigation is strongly recommended to determine whether infestation is still active and to positively identify the borer species responsible for the attack. Always seek further advice from the Consultant.

Management Program: Wherever practical, remove any conditions conducive to attack (e.g., Anobium borer thrive in badly ventilated subfloor areas). Regular inspections are recommended at intervals not exceeding 12 months. Always seek further advice from the Consultant.

4.0 DECAY FUNGI

4.1 No evidence of damage caused by wood decay (rot) fungi was found.

NB. If any evidence of fungal decay or damage is reported, you should consult a building expert to determine the full extent of damage, and the estimated cost of repairs or timber.

General Description of Attack Decaying wood contains sufficient moisture to retain its original shape and may have sufficient strength to withstand normal loads. In contrast decayed wood is reduced both in moisture content and size as indicated by cracking either along or across the grain or fibres coming apart in a stringy manner. Decayed wood will have undergone considerable strength reduction.

Economic Significance Fungal decay can cause at one extreme, structural failure of the affected timber, and at the other purely superficial surface damage. The most critical determination is that of which timber is affected and decaying because decay will most likely spread (unless sources of moisture are quickly removed). Affected and decayed timber may warrant timber replacement, but the rot should not spread unless a new moisture source becomes available in that area.

Where evidence of decayed timber exists, competent advice (e.g., from a licensed or registered building contractor) should be sought to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work. It is important to correct any condition conducive to attack prior to replacing decayed wood.

Where evidence of decaying timber exists, competent advice (e.g., from a licensed or registered building contractor) should be sought to remove the condition(s) conducive to attack, and to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work.

Where the full extent of damage or the overall condition of the timber is undetermined a further inspection is strongly recommended by a competent person (e.g., from a licensed or registered building contractor). This may require monitoring of the timber over a period and include the assessment of conditions conducive to attack in different weather conditions (e.g., to determine the adequacy of existing drainage).

Management Program Remove any conditions conducive to attack (e.g., lack of ventilation or the presence of excessive moisture). Regular inspections are recommended at intervals not exceeding 12 months. Always seek further advice from the Consultant.

5.0 CONDITIONS THAT ARE CONDUCIVE TO TIMBER PESTS

5.1 Water leaks: At the time of the inspection no leaks were found to be present.

Water leaks, especially in or into the subfloor, or against the external walls; increase the likelihood of termite attack. Leaking showers or leaks from other `wet areas' also increase the likelihood of concealed termite attack. Hot water overflows should be plumbed away from the building.
NB. We claim no expertise in building, and if any leaks were reported, you should consult a plumber or other building expert to determine the full extent of damage, and the estimated cost of repairs.

5.2 Moisture/drainage: Not applicable as the home is built on a concrete slab.

Lack of Adequate Subfloor Ventilation Inadequate ventilation provides a condition suitable for timber pest infestation. For example, subterranean termites thrive in damp humid conditions typical of those provided in a poorly ventilated subfloor space. Where evidence of a lack of adequate ventilation has been identified in the report, the Client should seek competent advice (e.g., from a licensed or registered building contractor) regarding upgrading ventilation. The Presence of Excessive Moisture Ground levels around the building should be maintained in such a way to minimise water entering under the building. Also, the ground surface in subfloor areas should be kept graded to ensure that moisture does not pond or accumulate in any area. Where necessary, sub-surface drains should be installed and maintained to assist with drainage around and under the building. Likewise, the presence of excessive moisture can often be directly related to ventilation limitations and the resultant high humidity. Also, plumbing oversights and defects such as a leaking drain or tap will provide a microclimate conducive to timber pest attack. Where necessary, the Client should seek competent advice (e.g., from a licensed or registered plumbing contractor) to determine the adequacy of existing drainage and remove any conditions conducive to the presence of excessive moisture. The building may need to be monitored over a period of time to detect or confirm a damp problem. The presence of dampness (including moisture) is not always consistent as the prevailing and recent weather conditions at the time an inspection is carried out may affect the detection of damp problems. Importantly, precipitation at or near the time of inspection does not necessarily guarantee that a damp problem will automatically be evident due to such circumstances as prevailing wind conditions or intensity of rainfall. The absence of any dampness at the time of inspection does not necessarily mean the building will not experience some damp problems in other weather conditions. Likewise, whether services have been used for some time prior to an inspection being carried out will affect the detection of dampness.

5.3 Ventilation: Not applicable as the home is built on a concrete slab.

Lack of Adequate Subfloor Ventilation Inadequate ventilation provides a condition suitable for timber pest infestation. For example, subterranean termites thrive in damp humid conditions typical of those provided in a poorly ventilated subfloor space. Where evidence of a lack of adequate ventilation has been identified in the report, the Client should seek competent advice (e.g., from a licensed or registered building contractor) in regard to upgrading ventilation.

5.4 Hot water services and air conditioning units: There is no need for this work to be carried out.

Hot water services and air conditioning units which release water alongside or near to building walls should be piped to a drain (if not possible then several metres away from the building), as the resulting wet area is highly conducive to termites.

5.5 Slab edge exposure: The slab edge inspection zone does not apply to this property.

Where external concrete slab edges are not exposed, there is a high risk of concealed termite entry.
In some buildings built since July 1995, the edge of the slab forms part of the termite shield system. In these buildings an Inspection zone of at least 75mm should be maintained to permit detection of termite entry. The edge should not be concealed by render, tiles, cladding, flashings, adjoining structures, paving, soil, turf, or landscaping etc. Where this is the case, you should arrange to have the slab edge exposed for Inspection.
Concealed termite entry may already be taking place but could not be detected at the time of the Inspection. This may have resulted in concealed timber damage.
NB. A very high proportion of termite attacks are over the slab edge. Covering the slab edge makes concealed entry easy. This is particularly true of infill type slab construction. Termite activity and/or damage may be present in concealed timbers of the building. We strongly recommend frequent regular inspections in accordance with AS 3660.2.

5.6 Weep holes in external walls: Weep holes were clear allowing the free flow of air.

It is very important that soil, lawn, concrete paths, or pavers do not cover the weep holes. Sometimes, they have been covered during the rendering of the brick work. They should be clean and free flowing and covering the weep holes in part or in whole may allow undetected termite entry.

5.7 Termite shields: Not applicable as the home is built on a concrete slab.

Termite Shields (Ant Caps) should be in good order and condition, so termite workings are exposed and visible. This helps prevent termites from gaining undetected entry. Joins in the shielding should have been soldered during the installation. If it is observed that the joins in the shielding have not been soldered, then the shielding must be reported as inadequate. It may be possible for a builder to repair the shielding. If not, a chemical treated zone may need to be installed to deter termites from gaining concealed access to the building. Missing, damaged or poor shields increase the risk of termite infestation. If considered inadequate, a builder or other building expert should be consulted.
Other physical shield systems are not visible to inspection and no comment is made on such systems.

5.8 Bridging or breaching of termite barriers and inspection zones: No bridging or breaching was found.

“Bridging” is the spanning of a termite barrier or inspection zone so that subterranean termites are provided with passage over or around that barrier. “Breaching” is the making of a hole or gap in a termite barrier so that termites are provided with a passage through that barrier.

5.9 Other area(s) and/or situations that appear conducive to (may attract) subterranean termite infestation: Nil

6.0 OVERALL ASSESSMENT OF THE PROPERTY

6.1 Where evidence of live termites, termite damage or termite workings (mudding) was found in the building(s) then the risk of a further attack is extremely high.

Where evidence of live termites, termite damage or termite workings was found in the grounds but not in the building(s) then the risk to buildings must be reported as high to extremely high.

6.2 At the time of the Inspection, the degree of risk of subterranean termite infestation to the overall property was considered to be **Moderate.**

6.3 Subterranean Termite Treatment Recommendation: A management program in accordance with AS 3660-2000 to protect against subterranean termites is considered **not essential, but 6 to 12 monthly inspections are essential.**

6.4 Future Inspections: AS 3660.0-2000 recommends "regular competent Inspections should be carried out at least on an annual basis, but more frequent Inspections are strongly recommended".

It goes on to inform that "regular Inspections will not prevent termite attack but may help in the detection of termite activity. Early detection will allow remedial treatment to be commenced sooner, and damage to be minimized".
Due to the degree of risk of subterranean termite infestation noted above and all other findings of this Report; we strongly recommend that a full Inspection and written Report in accordance with AS 4349.3 or AS 3660.2-2000 is conducted at this property every 6 months, but no more than 12 months.

DEFINITIONS

Timber Pest Attack: Means Timber Pest Activity and/or Timber Pest Damage.
Timber Pest Activity: Means telltale signs associated with 'active' (live) and/or 'inactive' (absence of live) Timber Pests at the time of inspection.
Timber Pest Damage: Means noticeable impairments to the integrity of timber and other susceptible materials resulting from attack by Timber Pests.
Major Safety Hazard: Means any item that may constitute an immediate or imminent risk to life, health or property resulting directly from Timber Pest Attack. Occupational, health and safety or any other consequence of these hazards has not been assessed.
Conditions Conducive to Timber Pest Attack: Means noticeable building deficiencies or environmental factors that may contribute to the presence of Timber Pests.
Readily Accessible Areas: Means areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. The term 'readily accessible' also includes accessible subfloor areas on a sloping site where the minimum clearance is not less than 150 mm high, provided that the area is not more than 2 metres from a point with conforming clearance (i.e., 400 mm high by 600 mm wide); and areas at the eaves of accessible roof spaces that are within the consultant's unobstructed line of sight and within arm's length from a point with conforming clearance (i.e. 600 mm high by 600 mm wide).
Client: Means the person or persons for whom the Timber Pest Detection Report was carried out or their Principal (i.e., the person or persons for whom the report was being obtained).
Timber Pest Detection Consultant: Means a person who meets the minimum skills requirement set out in the current Australian Standard AS 4349.3 Inspections of Buildings. Part 3: Timber Pest Inspection Reports or state/territory legislation requirements beyond this Standard, where applicable.
Building and Site: Means the main building (or main buildings in the case of a building complex) and all timber structures (such as outbuildings, landscaping, retaining walls, fences, bridges, trees, and stumps with a diameter greater than 100 mm and timber embedded in soil) and the land within the property boundaries up to a distance of 50 metres from the main building(s).
Timber Pests: Means one or more of the following woods destroying agents which attack timber in service and affect its structural properties:
Chemical Delignification: The breakdown of timber through chemical action.
Fungal Decay: The microbiological degradation of timber caused by soft rot fungi and decay fungi, but does not include Mould, which is a type of fungus that does not structurally damage wood.
Wood Borers: Wood destroying insects belonging to the order 'Coleoptera' which commonly attack seasoned timber.
Termites: Wood destroying insects belonging to the order 'Isoptera' which commonly attack seasoned timber.
Tests: Means additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to attack by Timber Pests. Instrument testing of those areas and other visible accessible timbers/materials/areas showing evidence of attack was performed.
Instrument Testing: Means where appropriate the carrying out of Tests using the following techniques and instruments:
(a) Electronic moisture detecting meter - an instrument used for assessing the moisture content of building elements.
(b) Stethoscope - an instrument used to hear sounds made by termites within building elements.
(c) Probing - a technique where timber and other materials/areas are penetrated with a sharp instrument (e.g., bradawl or pocket knife), but does not include probing of decorative timbers or finishes, or the drilling of timber and trees; and
(d) Sounding - a technique where timber is tapped with a solid object.

IMPORTANT MAINTENANCE ADVICE REGARDING INTEGRATED PEST MANAGEMENT FOR PROTECTING AGAINST TIMBER PESTS

You should read and understand the following important information. It will help explain what is involved in a Timber Pest Inspection, the difficulties faced by a Timber Pest Inspector, and why it is not possible to guarantee that a property is free of Timber Pests. It also details important information about what you can do to help protect your property from Timber Pests. This information forms an integral part of the Report. Any structure can be attacked by Timber Pests. Periodic maintenance should include measures to minimise possibilities of infestation in and around a property. Factors which may lead to infestation from Timber Pests include situations where the edge of the concrete slab is covered by soil or garden debris, filled areas, areas with less than 400mm clearance, foam insulation at foundations, earth/wood contact, damp areas, leaking pipes, etc.; form-work timbers, scrap timber, tree stumps, mulch, tree branches touching the structure, wood rot, etc. Gardens, pathways, or turf abutting or concealing the edge of a concrete slab will allow for concealed entry by timber pests any timber in contact with soil such as form -work, scrap timbers or stumps must be removed from under and around the buildings and any leaks repaired. You should endeavor to ensure such conditions DO NOT occur around your property. We further advise that you engage a professional pest control firm to provide a termite management program in accord with AS 3660 to minimise the risk of termite attack. There is no way of preventing termite attack. Even AS 3660 advises that "the provision of a complete termite barrier will impede and discourage termite entry into a building. It cannot prevent termite attack. Termites can still bridge or breach barriers, but they can be detected more readily during routine inspections."

Reasonable access:

Unless specified in writing, the inspection only covered the Readily Accessible Areas of the Building and Site.

The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Areas which are not normally accessible were not inspected and include - but not limited to – inside walls, the interior of a flat roof or beneath a suspended floor filled with earth.

Building Interior, the Consultant did not move or remove any ceilings, wall coverings, flooring, floor coverings (including carpeting), furnishing, equipment, appliances, pictures, or other household goods. In an occupied property, furnishings or household items may be concealing evidence of timber pest attack which may only be revealed when the items are moved or removed.

Building Exterior, Roof Exterior and Site, the Consultant did not move or remove any obstructions such as wall cladding, awnings, trellis, earth, plants, bushes, foliage, stored materials, debris, or rubbish. Due to the 'secretive' nature of timber pests, it is possible that hidden damage may exist in concealed areas, e.g., wall framing. Damage may only be found when the obstruction is removed. In the case of buildings constructed on concrete slabs, if the edge of the slab or any weep hole or vent at the base of external walls is concealed by pavements, gardens, lawns, or landscaping then it is possible for termites to gain undetected entry into the building. The building of gardens or planting of shrubs close to the perimeter of the building can promote and conceal termite entry points. The storage of cellulose materials such as building materials and firewood near the ground or building may encourage termite activity.

Roof Space Obstructions such as roofing, stored articles, thermal insulation, sarking, and pipe/duct work may be concealing evidence of timber pest attack which may only be revealed when the obstructions are moved or removed. Also, bodily access should be provided to the interior of all accessible roof spaces. In accordance with Australian Standard ASS 4349 the minimum requirement is a 400mm by 500 mm access manhole.

Subfloor Space Subfloor areas should be kept free from all vegetation (including tree stumps) and other cellulose material which may encourage timber pest activity. Also, storage of materials in subfloor areas is not recommended as it reduces ventilation and makes inspection difficult. Obstructions may be concealing evidence of timber pest attack which may only be revealed when the obstructions are moved or removed. Bodily access should be provided to all accessible subfloor areas with the minimum requirement being a 500 mm x 400 mm access manhole. In the case of suspended floors, if the clearance between the ground and structural components is less than 400 mm, then the ground should be excavated to provide the required clearance, subject to maintaining adequate drainage and support to footings. If the subfloor has been sprayed for subterranean termites or if the area is susceptible to mould growth, appropriate health precautions must be followed before entering the area. Also, special care should be taken not to disturb the treated soil. Always seek further advice from the Consultant.

A further inspection is strongly recommended of those areas that were not readily accessible and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This will involve a separate visit to the site, permission from the owner of the property and additional cost.

Unless stated otherwise, any recommendation or advice given in this Report should be implemented as a matter of urgency.

A more invasive physical inspection is available and recommended:

As detailed above, there are many limitations to this visual Inspection only. With the permission of the owner of the premises we WILL perform a more invasive physical inspection that involves moving or lifting insulation, stored items, furniture, or foliage during the inspection. We WILL physically touch, tap, test and when necessary, force/gouge suspected accessible timbers. We WILL gain access to areas, where physically possible and considered practical and necessary, by way of cutting traps and access holes.

This style of Report is available by ordering with several days' notice. Inspection time for this style of Report will be greater than for a VISUAL INSPECTION.

It involves disruption in the case of an occupied property, and some permanent marking is likely. You must arrange for the written permission of the owner who must acknowledge all the above information and confirm that our firm will not be held liable for any damage caused to the property.

A price is available on request.

Concrete slab homes:

Homes constructed on concrete slabs pose special problems with respect to termite attack. If the edge of the slab is concealed by concrete paths, patios, pavers, garden beds, lawns, foliage, etc. then it is possible for termites to affect concealed entry into the property, and they can then cause extensive damage to concealed framing timbers. Even the most experienced Inspector may be unable to detect their presence due to concealment by wall linings. Only when the termites attack timbers in the roof void, which may in turn be concealed by insulation, can their presence be detected. Where termite damage is in the roof, it should be expected that concealed framing timbers will be extensively damaged. With a concrete slab home, it is imperative that you expose the edge of the slab and ensure that foliage and garden beds do not cover the slab edge. Weep holes must be kept free of obstructions.

It is strongly recommended that you have a Termite Inspection in accordance with AS 3660.2 carried out every 6 to 12 months.

Subterranean termites:

No property is safe from termites. General Description of Attack Timber hollowed beneath; some cracking at the surface of timber; earthen channels present; or pale faecal spots present.

Important note:

As a delay may exist between the time of an attack and the appearance of telltale signs associated with the attack, it is possible that termite activity and damage exists though not discernible at the time of inspection.

Treatment After discovery of an active infestation, it is imperative that the species of termite is accurately identified before costly (and sometimes unnecessary or inappropriate) methods of treatment are initiated. Only economically important species which are known to attack timber structures should be treated.

In the case of economically important species, it is important that the termite workings are not further disturbed until the proposed method of control has been determined by a licensed pest control operator. Premature attempts to repair or replace infested timber may cause the termites to withdraw from the area temporarily, thereby hindering effective treatment. Any repair or replacement of infested timber should be carried out after the appropriate treatment has been completed.

Where evidence of active termites is detected within a building or within 50 metres of any building, it must always be assumed that the termites may also be active in areas of the property not inspected. Accordingly, where the termites are known to be of economic significance, a further (more invasive) inspection is strongly recommended of areas which were inaccessible, not readily accessible or obstructed at the time of inspection.

Termite Workings and Damage Where evidence of damage to building timbers exists, competent advice (e.g. from a licensed or registered building contractor) should be obtained to determine the extent of any structural damage and as to the need or otherwise for rectification or repair work.

Where evidence of inactive termites is located within the building, it is possible that termites are still active in areas of the property not inspected and they may continue to cause damage. A furthermore invasive inspection is strongly recommended of areas which were inaccessible, not readily accessible or obstructed at the time of inspection.

Where evidence of an inactive termite infestation exists, it is not possible, without benefit of further investigation and inspections over a period, to ascertain whether any infestation is active or inactive. Continued, regular, inspections are essential.

Where evidence of termite attack exists to any trees or tree stumps a more conclusive search should be undertaken. This may require the tree or stump to be drilled to determine the existence of a termite nest. In addition, the soundness and stability of any standing trees identified as being affected by termite attack should be confirmed. Always seek further advice from the Consultant.
Previous Treatments Where evidence of a possible termite treatment was located, the Client should obtain and keep on file all relevant documents pertaining to the extent of the treatment, any service warranties and advice in regard to the building owner's obligation to maintain the treatment and/or barrier. If evidence of a previous treatment of termite infestation is noted, and appropriate documentation is not available, the Client must assume that the termite infestation may still be active in areas of the property not inspected. Accordingly, a re-treatment may be required. Always seek further advice from the Consultant.
Frequency of Future Inspections Australian Standard AS 3660 recognises that regular inspections will not prevent termite attack but may help in the detection of termite activity. Early detection will allow remedial treatment to be commenced sooner and damage to be minimised.
Inspections at intervals not exceeding twelve (12) months are recommended. Where the termite risk is high or the building type susceptible to termite attack, more frequent inspections (3-6 months) should be undertaken.

Risk management options:

To help protect against financial loss, it is essential that the building owner immediately control or rectify any evidence of destructive timber pest activity or damage identified in this inspection report. The Client should further investigate any high-risk area where access was not gained. It is strongly advised that appropriate steps be taken to remove, rectify or monitor any evidence of conditions conducive to timber pest attack.
To help minimise the risk of any future loss, the Client should consider whether the following options to further protect their investment against timber pest infestation are appropriate for their circumstances:
Undertake thorough regular inspections at intervals not exceeding twelve months or more frequent inspections where the risk of timber pest attack is high, or the building type is susceptible to attack. To further reduce the risk of subterranean termite attacks, implement a management program in accordance with Australian Standard AS 3660. This may include the installation of a monitoring and/or baiting system, or chemical and/or physical barrier. However, AS 3660 stresses that subterranean termites can bridge, or breach barrier systems and inspection zones and that thorough regular inspection of the building are necessary.

CONTACT THE INSPECTOR

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

NOTICE TO THE PURCHASER

(a) Prior to or on Exchange, and prior to the commencement of the 'Cooling-off Period', you were given an Inspection Report on the Property you intend on purchasing ("the Report"). The Purchaser is advised that this Report reflects the condition of the property existing at the time of the Inspection (Inspection Date) and may not reflect the current state. Timber Pests, particularly Termites, may have gained entry to the property since the Inspection Date. Termites can, in a relatively short period, cause significant damage to both structural and non-structural timbers within and around the buildings of the Property.

Termites (white ants) may be difficult to detect and much of the damage caused may not be readily visible. If damage exists, then it may cost thousands of dollars to repair.

It is, therefore, very strongly recommended that you urgently arrange for another Inspection and Report in accordance with AS4349.3 to be carried out prior to exchange, or prior to the expiration of any 'Cooling off Period', and prior to settlement.

(b) If the Report indicated the presence of Termites, termite damage or recommends any treatments or other Inspections and Reports, you should obtain copies of the treatment proposal, any certificates of treatments carried out, details of all repairs including copies of quotations, invoices, and any other Reports.

It is strongly recommended that you arrange for an Inspection and Report in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2 and a further building Inspection in accordance with AS 4349.1.

(c) If you fail to procure a further Inspection and report as recommended in (a) and (b), or fail to obtain copies of the treatment proposal, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other reports as recommended in (b) above, then it will be deemed that you have decided not to have a further Inspection and report carried out, or to obtain copies of certificates of treatments carried out, details of all repairs including copies of quotations, invoices and any other reports.

It will be deemed that you have relied upon your own enquiries and the report, knowing the possible consequences and that the condition of the property, as stated in the report, may have changed.

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

ACT PROPERTY INSPECTIONS

Compliance Report

COMPLIANCE REPORT

This is a Compliance Report regarding any unapproved structures or alterations. ACT Property Inspections have accessed the attached Building File from ACT Planning and Land Authority (ACTPLA) and hold no responsibility for any inaccuracies in the Building File supplied by ACTPLA. The Compliance report is based solely upon the information available from the Building File which does not contain information regarding Plumbing or Electrical work that has taken place since the original construction. Information regarding the Plumbing and Electrical is available upon application from ACTPLA. Since we are not Plumbers or Electricians, we are unable to comment on those works. If structures have been noted as requiring approval, a Certifier should be engaged to assess if the structure will comply with the relevant ACT legislation. Owners must be aware that unapproved structures may not comply and may require significant repair, design change or possible removal.

Property Address: 21/20 Greenwood Street, Denman Prospect ACT 2611
Unit, Block & Section: Unit 21 Block 1 Section 69 DENMAN PROSPECT
Inspection Date: Tuesday, May 26th 2026

APPROVAL STATUS

DESCRIPTION	PLAN NUMBER	CERTIFICATE OF OCCUPANCY DATE	APPROVAL STATUS
New Townhouse & Garage – Unit 21	B20204642/A+/B	08/10/2021	Approved.

ACTPLA COMMENTS

- Unit 21 is in Block C

SURVEY REPORT

Survey Report completed by	Date Survey report was completed	Comments
Clarke & Di Pauli Surveyors	Friday, 9 July 2021	There are no apparent encroachments upon this land or by this property on adjoining lands or street.

ACT PROPERTY INSPECTIONS

Conveyancing File

CONVEYANCING BUILDING FILE INDEX

SUBURB: DENMAN PROSPECT **SECTION:** 69 **BLOCK:** 1 **UNIT:** 21 **EX GOV:** NO

COU ISSUED Y/N	PLAN NUMBER	FOLIO NO.	DESCRIPTION OF WORK	AMEND	DETAILS	PERMIT NUMBER	COU PLAN NO. & DATE
Y	B20204642/A	-	NEW TOWNHOUSE & GARAGE – UNIT 21			B20204642/A	
Y	B20204642/B	-		Y			
		-					B20204642/A+/B 08/10/2021

For any incomplete approvals please email acbuildingconveyance@act.gov.au for further information on how to complete.

Drainage Plan Number: 133924

Survey: Y (1)

Comments: UNIT 21 IS IN BLOCK C

ACCESS CANBERRA TO COMPLETE

CONVEYANCING PART 2

No information is provided in respect of electrical, drainage or sewer matters and or to the location of overhead power lines or underground cables in relation to the building.

		Yes	No
1.	**(a)** Is this a government or ex government house?	☐	☒
	(b) If yes, is there a building file with approvals on it?	☐	☐
2.	Is there any record of incomplete building work on the building file? **If yes** - file copies attached	☐	☒
3.	Are there any records on the building file of current (within 5 years) housing Indemnity insurance policies for building work? **If yes** - file copies attached	☐	☒
4.	Are there any records on the building file showing building applications still being processed? (Current within 3 years) **If yes** - file copies attached	☐	☒
5.	Are there any records on the building file in relation to loose-fill asbestos insulation?	☐	☒

If available, copies of the following documents are provided:

	Yes	No
• Certificate/s of Occupancy and Use	☒	☐
• Survey Certificates	☒	☐
• Unit Plan/Unit Entitlements (if property is unit titled)	☒	☐
• Approved Building Plans	☒	☐
• Ex- government Building Plans*	☐	☒

If requested:

	Yes	No
• Drainage Plan(s)	☒	☐

ASBESTOS

The ACT Government is not able to guarantee the accuracy of the information in this report.
You should make your own enquiries and obtain reports (from a licensed Asbestos Assessor) in relation to the presence of loose fill asbestos insulation (and other forms of asbestos) on the premises. For more information go to the Asbestos Awareness Website – www.asbestos.act.gov.au

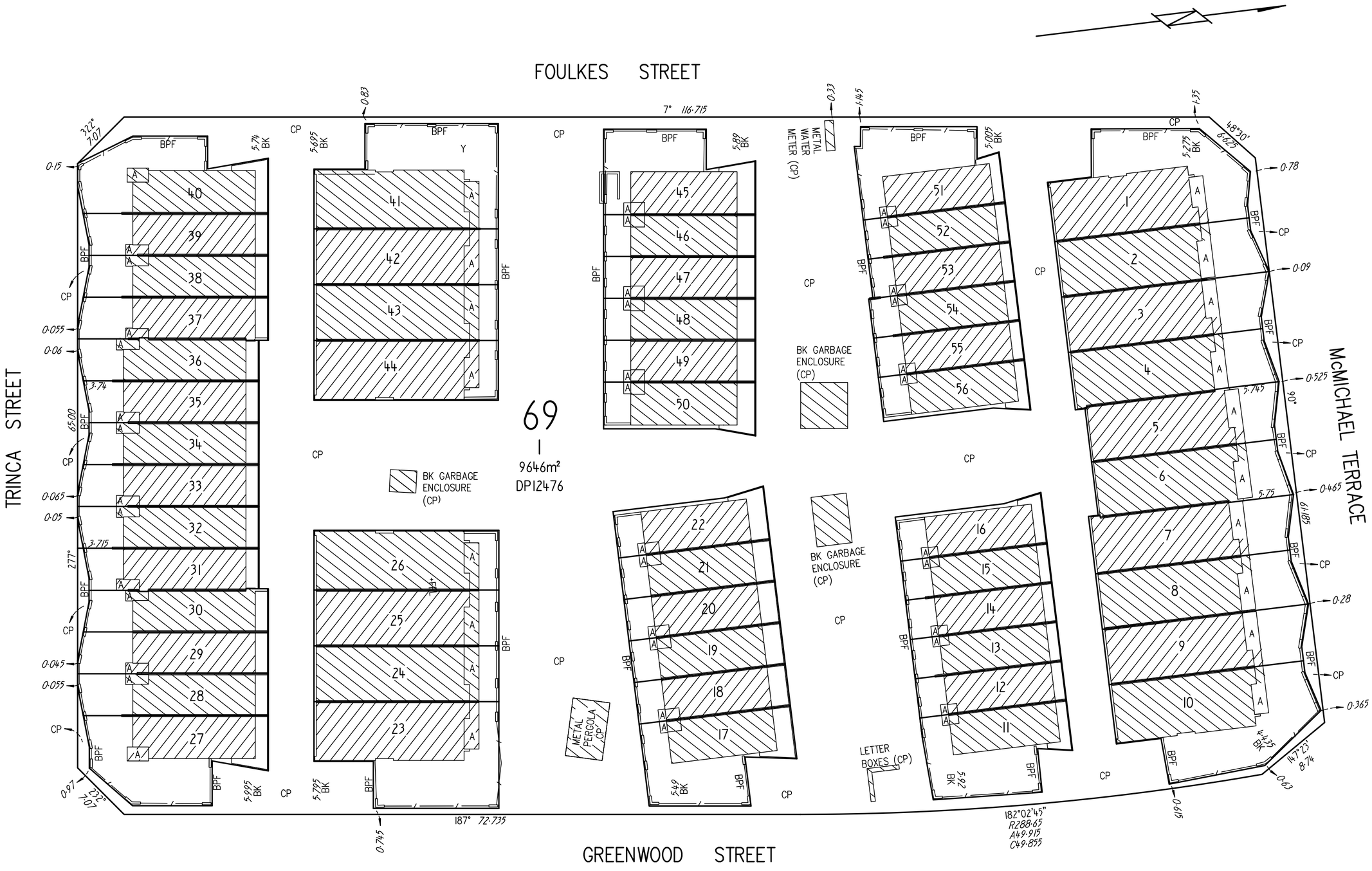
Please note: Development Approval plans will not be included in this report (We do not receive Development Approval Plans unless they are part of a Building Approval in which case they become Building Approval Plans), if development approval was granted you can request copies of the Development Approval plans from ACEPDcustomerservices@act.gov.au**.**

Please Note: Building approvals that have been generated via eDevelopment will be issued with a project number prefixed by the letter B. Initial building approval documentation will be identified with project number B20XXXXX only but will be referenced as B20XXXX/A on the Certificate of Occupancy and Use. Any amendments to the original approval will be issued with the project number and an alphanumeric digit. The first amendment will be identified as B20XXXX/B, the second amendment B20XXXX/C etc. Not all eDevelopment plans will be stamped with the plan number.

***Ex Government plans**: Plans are typical and not specific to each residence. There may be slight changes to the layout or window locations that were not required to be approved.

Search officer comments (if any?)

Search officer initials: Ashleigh | Cost of application: $ 144.79 | Date completed: 22/05/2026



ALL BUILDINGS ARE THREE STOREY BRICK AND CLAD, WITH METAL ROOF

Form 1

Form 088 - SP

Graphic bar scale - SCALE 1: 300

0 1 2 3 4 5 10 15 20 METRES

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

SURVEYORS DECLARATION

I, STEVEN BELJANSKI of CLARKE & DI PAULI Pty Ltd PO BOX 88 QUEANBEYAN NSW 2620

A surveyor registered under the *Surveyors Act 2007*, herby 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) - 5/10/2021

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*.

Steven Beljanski

Signature of Registered Surveyor

7/10/2021

Dated

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

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

OR

3 (a), (b), (c)

a) ~~All units and unit subsidiaries shown in the diagrams are wholly within the parcel;~~

b) ~~The diagram clearly indicates the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel; and,~~

c) ~~The diagrams clearly indicate the existence, nature and extent of any easement granted and registered, or to be granted and registered upon registration of this proposed plan, pertaining to the parcel.~~

Address for Service of Notice	Name of Manager / Owners Corporation
1st/ Floor, 182–200 City Walk, Canberra City, ACT, 2601	LJ Hooker Strata ACT

LAND TITLES

ACCESS CANBERRA

Chief Minister, Treasury and Economic Development Directorate

Sheet No. .....I.....of ...24.....

SITE PLAN

LAND DETAILS

Block
I

Section
69

Division
DENMAN PROSPECT

Deposited Plan Number
12476

Volume/Folio
3001:666

Class of Units (A or B)
B

Executed by Kellie-Jane White as attorney for E Land 1 Pty Ltd ACN 630 331 636 pursuant to Power of Attorney registered no. 3009143 of which the attorney has no notice of revocation

Kellie-Jane White

Witness
Eliza Carter

Signature of Lessee

Lyn Tankey

Lyn Tankey 10th November 2021

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

David Pryce
Registrar-General

16/11/2021

UNITS PLAN No.

15236

Form 2

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

Sheet No 2 of Sheets 24

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
DENMAN PROSPECT	69	1

Unit Plan No
15236

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	192	-	3009	565
2	192	-	3009	566
3	192	-	3009	567
4	192	-	3009	568
5	192	-	3009	569
6	192	-	3009	570
7	192	-	3009	571
8	192	-	3009	572
9	192	-	3009	573
10	192	-	3009	574
11	156	-	3009	575
12	156	-	3009	576
13	156	-	3009	577
14	156	-	3009	578
15	156	-	3009	579
16	156	-	3009	580
17	172	-	3009	581
18	172	-	3009	582
19	172	-	3009	583
20	172	-	3009	584
Aggregate		See Sheet 4		

Executed by Kellie-Jane White as attorney for E Land 1 Pty Ltd ACN630 331 636 pursuant to Power of Attorney registered no. 3009143 of which the attorney has no notice of revocation Kellie-Jane White

Witness - Eliza Carter

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
3009	564

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

Dated Tenth this day of November 2021

Lyn Tankey

Lyn Tankey

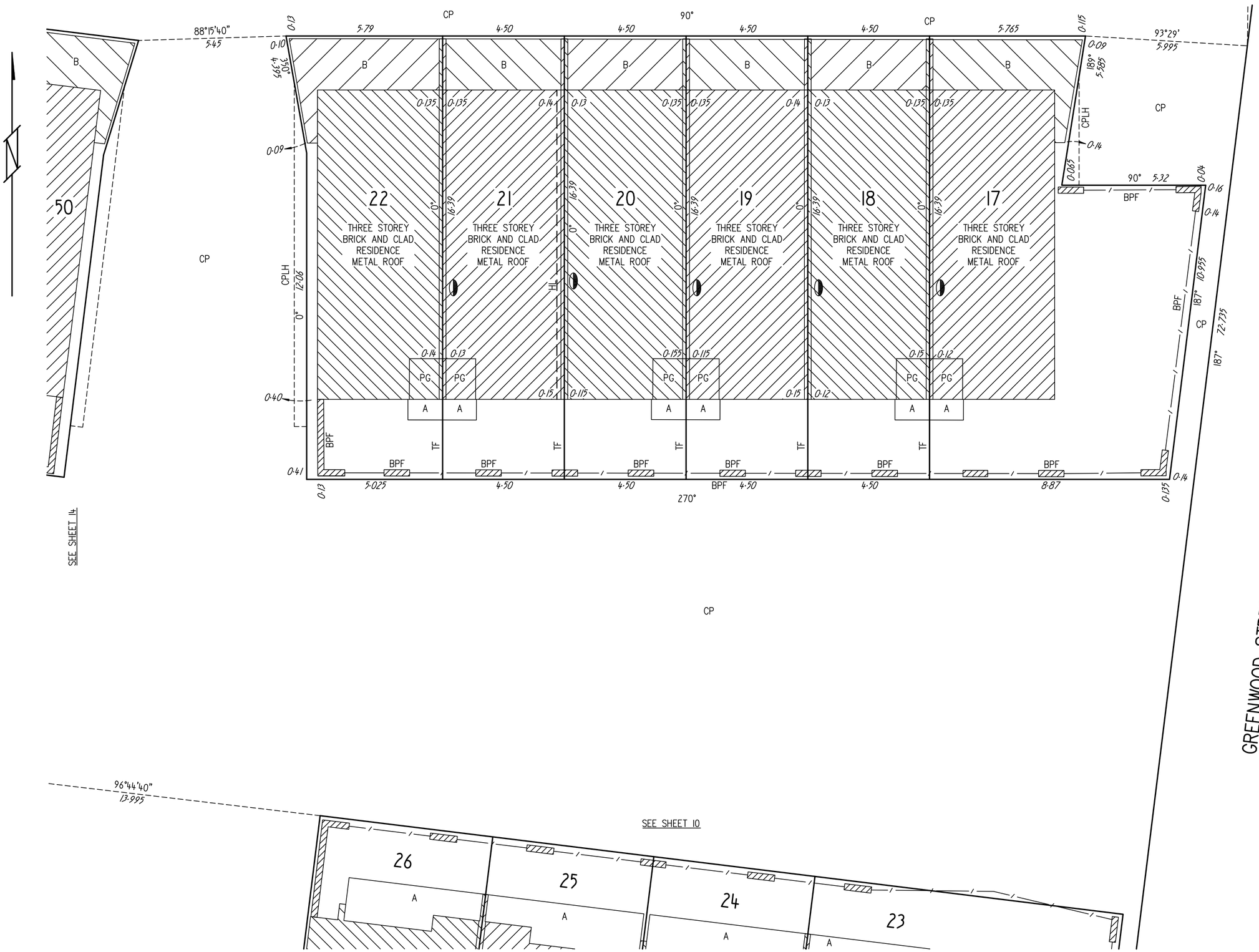
Delegate of the Authority/Executive

David Pryce
Registrar-General

Deputy Registrar-General

SEE SHEET 5 FOR LEGEND

SEE SHEET 8



Executed by Kellie-Jane White as attorney for E Land 1 Pty Ltd ACN630 331 636 pursuant to Power of Attorney registered no. 3009143 of which the attorney has no notice of revocation

Kellie-Jane White

Witness - Eliza Carter

Lyn Tankey

Lyn Tankey
Delegate of the ACT
Planning and Land Authority

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

Sheet No. 9 of 24

FLOOR PLAN

Block
I

Section
69

Division
DENMAN PROSPECT

FLOOR NUMBER
GROUND

Form 3

Form 091 - FP

Graphic bar scale - SCALE 1: 100

0 1 2 3 4 5 10 METRES

UNITS PLAN No.
15236

9 July 2021

Our Ref: 13120_ID01

Elevated Constructions Pty Ltd
Unit 3, 102 Northbourne Ave
BRADDON, ACT, 2602

Clarke & Di Pauli
surveyors
providing excellence in surveying since 1956

Level 1, 19 Monaro Street (PO Box 88)
Queanbeyan NSW 2620
p: 02 6299 1836 f: 02 6299 4560
e: info@cdsurveyors.com.au
www.cdsurveyors.com.au

Re: ***Blk 1, Sec 69, DP12476***
ELIO at Denman Prospect

Dear Sirs,

As instructed by you, we have made a survey for identification purposes only, of the land being Block 1 Section 69 in the Division of Denman Prospect, as shown in DP12476. The surveyed boundaries are those shown edged red in sketch 13120_ID01 attached.

In our opinion, buildings stand upon and wholly within the boundaries of the subject land as shown in sketch 13025_R6.

Building floor levels areas shown in the attached sketch.

In our opinion there are no apparent encroachments by or upon the subject land.

Where any additional improvements are to be made to the property further survey may be required.

Yours Faithfully
Clarke & Di Pauli Surveyors

Per
Steven Beljanski

Steven Beljanski
Surveyor Registered under the Surveyors Act 2007

SKETCH

13120_ID01

IMPORTANT NOTE

This sketch must be read in conjunction with the accompanying written report, It is of an identification survey only and MUST NOT BE USED FOR ANY OTHER PURPOSE. As such it is not registered by the Land Titles Office. Future registered survey plans, may legally affect the boundaries of this & adjoining parcels. Any differences so caused to the dimensions or position of the boundary shown on this plan are beyond the control of Clarke & Di Pauli who can accept no responsibility for such differences. Boundary dimensions shown are from title diagram only unless shown otherwise.

19 Monaro Street
Queanbeyan NSW 2620

Clarke & Di Pauli surveyors
6299 1836

STEVEN BELJANSKI
Registered Surveyor
Survey Date: 9/7/2021

Certificate of Occupancy and Use

Certificate No.: **B20204642C1**

Access Canberra Land, Planning and Building Services

ABN 16 479 763 216
8 Darling Street Mitchell
GPO Box 158 ACT 2601
www.act.gov.au/accesscbr

This Certificate is issued in accordance with Section 69 (2) of the Building Act 2004.

The building work listed on this certificate has been completed substantially in accordance with the prescribed requirements and is considered fit for occupation and use.

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	1	69	DENMAN PROSPECT	MOLONGLO VALLEY	Australian Capital Territory

Plans
B20204642/A
B20204642/B

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a(II)	New Standard	TOWNHOUSE	New Townhouse Development consisting of 56 Terrace Dwellings Comprised of 8 Separate Buildings including Garages, Landscaping and Associated Works.	NA		B20204642N1	ELEVATED CONSTRUCTIONS ONE PTY LIMITED

Comments **Important Note:**

The issue, under this Part, of a certificate in respect of a building or portion of a building does not affect the liability of a person to comply with the provisions of a law of the territory (including this Act) relating to the building or portion of the building.

Issued by: Rebecca Rattenbury

Delegate of the ACT Construction Occupations Registrar.

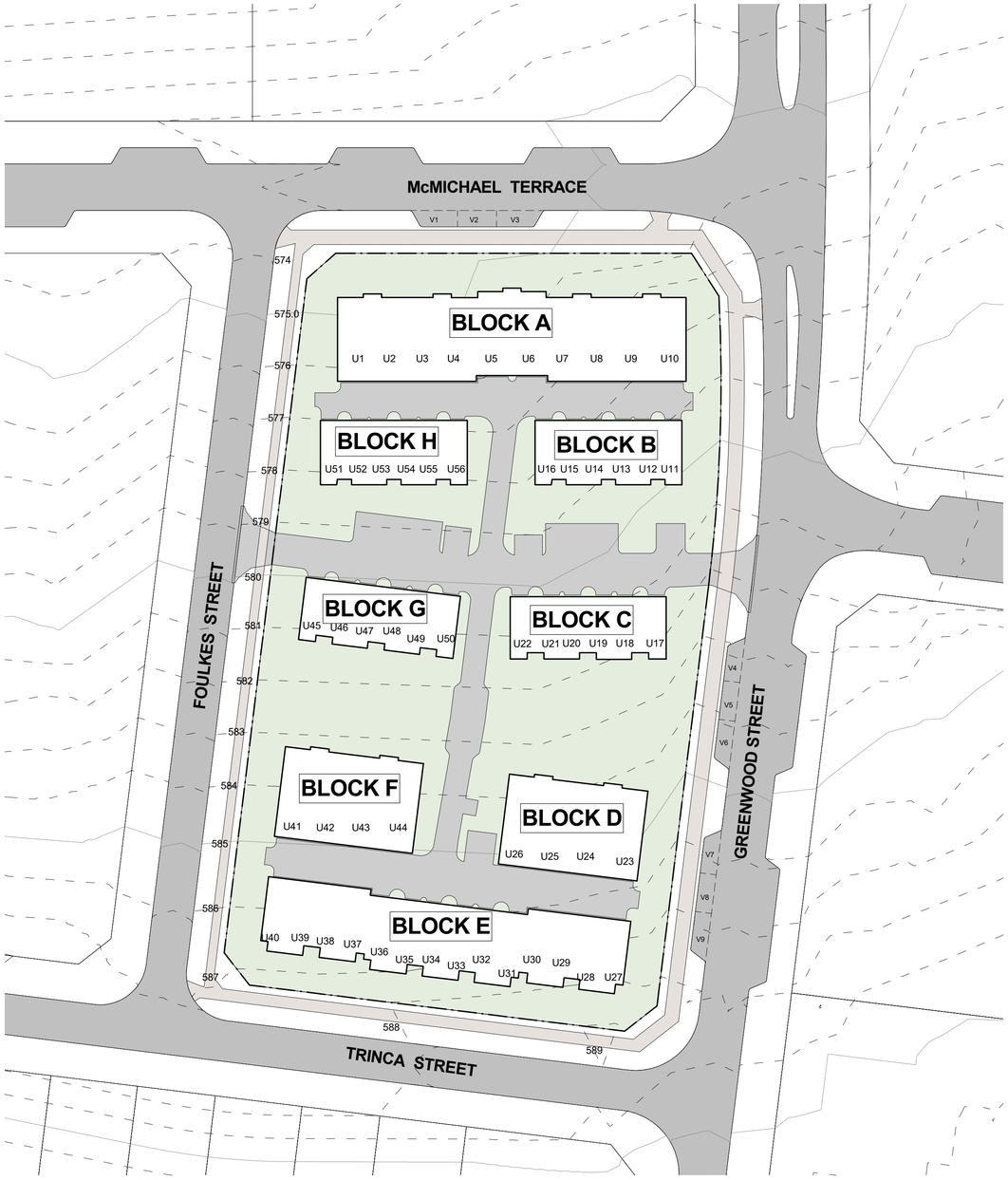
Issued on: 08/10/2021

Absolute APPROVALS
Building Certification • Town Planning
COLA LICENSE: 2019816
ABN: 84 621 622 919

BCA Occupancy Class
1a(ii),10a & 10b
Type of Construction
N/A
BUILDING APPROVAL
Issued under s.28 of the
Building Act 2004.
Absolute Approvals PTY LTD

This Building Approval is to be read in conjunction with any Supporting Documents, Design Statements, Performance Solutions and Approval Letter.

Date of Approval:
30/09/2020



1 **SITE PLAN**
1 : 500

EER NOTES

- 225mm WAFFLE PODS TO CONCRETE SLAB UNO
- R5.0 CEILING INSULATION
- R2 WALL INSULATION TYPICAL
- SINGLE GLAZING TO ALL WINDOWS
- PROVIDE SEALS TO ALL EXTERNAL DOORS, WINDOWS & EXTERNAL EXHAUST FANS
- SARKING TO UNDERSIDE OF METAL ROOFS
- AFFORDABLE UNITS NOMINATED xxx

WASTE & RECYCLING NOTES

WASTE ENCLOSURE

2 ENCLOSURES PROPOSED AND 1 TRANSFERE STATION

5680 RECYCLING GENERATED PER WEEK
6 OFF 1100l HOPPERS FOR RECYCLING PROVIDED - TO BE EMPTIED WEEKLY

6240 WASTE GENERATED PER WEEK
2 OFF 3000l HOPPER FOR WASTE PROVIDED - TO BE WEEKLY

LETTERBOX NOTES

LETTERBOXES ARE TO BE NUMBERED VERTICALLY TOP TO BOTTOM IN ACCORDANCE WITH AUSTPOST STANDARDS.
THIS IS TO ENSURE THE POSTMAN DOES NOT NEED TO DOUBLE-BACK OR DISMOUNT FROM THEIR BIKE TO DEPOSIT THE LETTERS INTO MAILBOXES.
LETTERBOX LOCATION IS DENOTED WITH AN "LB"

SITE STATISTICS

SITE AREA	
SITE AREA:	9646m²
GFA	
LOWER FLOOR GFA:	2277m²
GROUND FLOOR GFA:	2951m²
UPPER FLOOR GFA:	2478m²
TOTAL GFA:	7706 m²
PLOT RATIO	
PROVIDED PLOT RATIO:	0.798
PERMISSABLE PLOT RATIO:	0.8
SITE COVER	
BUILDING FOOTPRINT:	2951m²
DRIVEWAY AREA:	1844 m²
DEEP ROOT PLANTING AREA:	4851 m²
DEEP ROOT PLANTING PERCENTAGE:	50%
COS (EXCL DRIVEWAYS):	3178 m²
PARKING	
REQUIREMENTS	
1.5 SPACES PER 2 BED UNIT:	36
2 SPACES PER 3 BED UNIT:	64
1 VISITOR SPACE PER 4 UNITS:	14
TOTAL CARSPACES REQUIRED:	114
PROVIDED	
2 SPACES PER 2 BED UNIT:	48
2 SPACES PER 3 BED UNIT:	64
VISITOR SPACES PROVIDED (ONSITE):	14
VISITOR SPACES PROVIDED (OFFSITE):	9
TOTAL CARSPACES PROVIDED:	135

SITE PLAN NOTES

(1) BLOCK BEARINGS, LENGTHS & CONTOURS TO BE CONFIRMED BY SURVEYOR BEFORE ANY CONSTRUCTION HAS STARTED.

(2) NO CUT, FILL OR RETAINING WALLS ARE TO ENCROACH ANY PART OF THE EASEMENT.

(3) A MINIMUM OF 50% OF THE PRIVATE OPEN SPACE IS TO BE RETAINED AS PLANTING AREA.

(4) EROSION & SEDIMENT CONTROL: THE DEVELOPMENT WILL COMPLY WITH THE ACT ENVIRONMENT PROTECTION GUIDELINES FOR CONSTRUCTION & LAND DEVELOPMENT ON THE ACT 2007.

(5) ALL RESIDENTIAL BICYCLE STORAGE TO BE ACCOMODATED WITHIN GARAGES

SITE GFA
9646 m²

UNIT SUMMARY

U1	123.2 m²
U2	122.9 m²
U3	122.6 m²
U4	123.1 m²
U5	123.5 m²
U6	123.3 m²
U7	123.0 m²
U8	122.6 m²
U9	122.8 m²
U10	123.3 m²
U11	85.0 m²
U12	84.7 m²
U13	85.0 m²
U14	85.0 m²
U15	85.1 m²
U16	84.7 m²
U17	98.4 m²
U18	96.7 m²
U19	96.7 m²
U20	96.6 m²
U21	96.7 m²
U22	98.4 m²
U23	143.5 m²
U24	141.6 m²
U25	141.6 m²
U26	142.4 m²
U27	101.5 m²
U28	101.6 m²
U29	101.5 m²
U30	101.2 m²
U31	102.2 m²
U32	101.6 m²
U33	101.5 m²
U34	101.6 m²
U35	101.5 m²
U36	101.8 m²
U37	101.6 m²
U38	101.5 m²
U39	101.5 m²
U40	101.4 m²
U41	142.2 m²
U42	141.3 m²
U43	141.4 m²
U44	143.4 m²
U45	98.6 m²
U46	97.0 m²
U47	97.0 m²
U48	97.0 m²
U49	96.9 m²
U50	98.8 m²
U51	84.7 m²
U52	85.1 m²
U53	85.0 m²
U54	85.1 m²
U55	84.7 m²
U56	85.0 m²
	5977.7 m²

0 5m 10m 15m 20m 25m 50m
SCALE BAR 1:500

FLOOR PLAN LEGEND

AWD	ALUMINIUM WINDOWS AND DOORS
BTH	BATH RM TUB
CFG	COLORBOND FASCIA AND GUTTER
CONC	CONCRETE STEEL TROWEL FINISH
CPT	100% WOOL CARPET ON RUBBER UNDERLAY
CL	PARALINE CLOTHESLINE WITH PRIVACY SCREEN WHERE VISIBLE TO STREET
CRT	CONCRETE ROOF TILES
CSD	CAVITY SLIDING DOOR
DP	DOWNPIPES
DR	DRYER PROVISION
DW	DISHWASHER PROVISION
F	FRIDGE PROVISION
FBK	FACE BRICKWORK - SEE FINISHES SCHEDULE
FGL	FINISHED GROUND LINE
FW	FLOOR WASTE WITH SUITABLE CAMBER
GAS	GAS METER LOCATION
HB	HAND BASIN
HP	HEAT PUMP - EXCHANGE UNIT PER LDA REQ'M
HWS	HOT WATER SYSTEM
PS	PRIVACY SCREEN
LB	LETTERBOX
MB	METER BOARD LOCATION
MR	MIRROR WITH RECESSED MEDICINE CABINET
NGL	NATURAL GROUND LINE
OHC	OVER HEAD CUPBOARDS
OV	OVEN
PTY	PANTRY
RH	RANGEHOOD
SK	SKYLIGHT
SHR	ALUMINIUM AND GLASS SHOWER SCREEN
SPH	RECESSED SOAP HOLDER
T	LAUNDRY TUB
TAP	TAPWARE
TLE	NON-SLIP CERAMIC FLOOR TILES
TR	TOWEL RAIL
V	VANITY UNIT
WC	TOILET SUITE
WM	WASHING MACHINE PROVISION
RWT	RAINWATER TANK

REFER TO DRAWING A350 - A355 FOR ALL AREAS OF UNITS
REFER TO DRAWING A450 FOR SECTION AND ELEVATION
REFERENCES - NOTES ELEVATION NUMBER AND DRAWING SHEET REFERENCE

kasparek ARCHITECTS
architects@kasparek.com.au

Rev:	Date:	Comments:	Drawn:
7	25/8/20	SET FOR CONSTRUCTION AND REDHUB ISSUE	BDH
4	26/06/20	UPDATED BA SET FOR REVIEW / COORDINATION	BDH
3	23/05/20	PRELIMINARY TENDER SET	BDH
1	13/05/20	BA COORDINATION SET	BDH
B	13/05/19	DEVELOPMENT APPLICATION SET	BDH
A	4/2/19	SKETCH PLAN SET	BDH

Client Name:
Elevated Living

Project Name:
elio DENMAN PROSPECT

Project Address:

BLOCK 1, SECTION 69, DENMAN PROSPECT ACT

Drawing Title:

OVERALL SITE PLAN

Z:\BDH\Fred_Denman_v8\5_Elevated\Revit\DENMAN ELEV_54.rvt

Project Architect:	FKA
Design Architect:	BDH
Checked:	FKA
Project No:	1901
Scale:	As indicated
Commenced:	FEB 19
Print Date:	9/09/2020 12:09:41 PM
Project Phase:	BA

NORTH

A103
Issue: 7

Absolute APPROVALS
Building Certification • Town Planning
COLA LICENSE: 2019816
ABN: 84 621 622 919

BCA Occupancy Class
1a(ii),10a & 10b
Type of Construction
N/A
BUILDING APPROVAL
Issued under s.28 of the
Building Act 2004.
Absolute Approvals PTY LTD
J.O'Whytcross

This Building Approval is to be read in conjunction with any Supporting Documents, Design Statements, Performance Solutions and Approval Letter.

Date of Approval:
30/09/2020

1 **SITE PLAN - LOWER**
1 : 250

EER NOTES

- 225mm WAFFLE PODS TO CONCRETE SLAB UNO
- R5.0 CEILING INSULATION
- R2 WALL INSULATION TYPICAL
- SINGLE GLAZING TO ALL WINDOWS
- PROVIDE SEALS TO ALL EXTERNAL DOORS, WINDOWS & EXTERNAL EXHAUST FANS
- SARKING TO UNDERSIDE OF METAL ROOFS
- AFFORDABLE UNITS NOMINATED xxx

WASTE & RECYCLING NOTES

WASTE ENCLOSURE

2 ENCLOSURES PROPOSED AND 1 TRANSFERE STATION

5680 RECYCLING GENERATED PER WEEK
6 OFF 1100l HOPPERS FOR RECYCLING PROVIDED - TO BE EMPTIED WEEKLY

6240 WASTE GENERATED PER WEEK
2 OFF 3000l HOPPER FOR WASTE PROVIDED - TO BE WEEKLY

LETTERBOX NOTES

LETTERBOXES ARE TO BE NUMBERED VERTICALLY TOP TO BOTTOM IN ACCORDANCE WITH AUSTPOST STANDARDS.
THIS IS TO ENSURE THE POSTMAN DOES NOT NEED TO DOUBLE-BACK OR DISMOUNT FROM THEIR BIKE TO DEPOSIT THE LETTERS INTO MAILBOXES.
LETTERBOX LOCATION IS DENOTED WITH AN "LB"

SITE STATISTICS

SITE AREA	
SITE AREA:	9646m²
GFA	
LOWER FLOOR GFA:	2277m²
GROUND FLOOR GFA:	2951m²
UPPER FLOOR GFA:	2478m²
TOTAL GFA:	7706 m²
PLOT RATIO	
PROVIDED PLOT RATIO:	0.798
PERMISSABLE PLOT RATIO:	0.8
SITE COVER	
BUILDING FOOTPRINT:	2951m²
DRIVEWAY AREA:	1844 m²
DEEP ROOT PLANTING AREA:	4851 m²
DEEP ROOT PLANTING PERCENTAGE:	50%
COS (EXCL DRIVEWAYS):	3178 m²
PARKING	
REQUIREMENTS	
1.5 SPACES PER 2 BED UNIT:	36
2 SPACES PER 3 BED UNIT:	64
1 VISITOR SPACE PER 4 UNITS:	14
TOTAL CARSPACES REQUIRED:	114
PROVIDED	
2 SPACES PER 2 BED UNIT:	48
2 SPACES PER 3 BED UNIT:	64
VISITOR SPACES PROVIDED (ONSITE):	14
VISITOR SPACES PROVIDED (OFFSITE):	9
TOTAL CARSPACES PROVIDED:	135

SITE PLAN NOTES

(1) BLOCK BEARINGS, LENGTHS & CONTOURS TO BE CONFIRMED BY SURVEYOR BEFORE ANY CONSTRUCTION HAS STARTED.

(2) NO CUT, FILL OR RETAINING WALLS ARE TO ENCROACH ANY PART OF THE EASEMENT.

(3) A MINIMUM OF 50% OF THE PRIVATE OPEN SPACE IS TO BE RETAINED AS PLANTING AREA.

(4) EROSION & SEDIMENT CONTROL: THE DEVELOPMENT WILL COMPLY WITH THE ACT ENVIRONMENT PROTECTION GUIDELINES FOR CONSTRUCTION & LAND DEVELOPMENT ON THE ACT 2007.

(5) ALL RESIDENTIAL BICYCLE STORAGE TO BE ACCOMODATED WITHIN GARAGES

SITE GFA
9646 m²

UNIT SUMMARY

U1	123.2 m²
U2	122.9 m²
U3	122.6 m²
U4	123.1 m²
U5	123.5 m²
U6	123.3 m²
U7	123.0 m²
U8	122.6 m²
U9	122.8 m²
U10	123.3 m²
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U25	141.6 m²
U26	142.4 m²
U27	101.5 m²
U28	101.6 m²
U29	101.5 m²
U30	101.2 m²
U31	102.2 m²
U32	101.6 m²
U33	101.5 m²
U34	101.6 m²
U35	101.5 m²
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U53	85.0 m²
U54	85.1 m²
U55	84.7 m²
U56	85.0 m²
	5977.7 m²

kasparek ARCHITECTS
architects@kasparek.com.au

FLOOR PLAN LEGEND

AWD	ALUMINIUM WINDOWS AND DOORS
BTH	BATH RM TUB
CFG	COLORBOND FASCIA AND GUTTER
CONC	CONCRETE STEEL TROWEL FINISH
CPT	100% WOOL CARPET ON RUBBER UNDERLAY
CL	PARALINE CLOTHESLINE WITH PRIVACY SCREEN WHERE VISIBLE TO STREET
CRT	CONCRETE ROOF TILES
CSD	CAVITY SLIDING DOOR
DP	DOWNPIPES
DR	DRYER PROVISION
DW	DISHWASHER PROVISION
F	FRIDGE PROVISION
FBK	FACE BRICKWORK - SEE FINISHES SCHEDULE
FGL	FINISHED GROUND LINE
FW	FLOOR WASTE WITH SUITABLE CAMBER
GAS	GAS METER LOCATION
HB	HAND BASIN
HP	HEAT PUMP - EXCHANGE UNIT PER LDA REQ'M
HWS	HOT WATER SYSTEM
PS	PRIVACY SCREEN
LB	LETTERBOX
MB	METER BOARD LOCATION
MR	MIRROR WITH RECESSED MEDICINE CABINET
NGL	NATURAL GROUND LINE
OHC	OVER HEAD CUPBOARDS
OV	OVEN
PTY	PANTRY
RH	RANGEHOOD
SK	SKYLIGHT
SHR	ALUMINIUM AND GLASS SHOWER SCREEN
SPH	RECESSED SOAP HOLDER
T	LAUNDRY TUB
TAP	TAPWARE
TLE	NON-SLIP CERAMIC FLOOR TILES
TR	TOWEL RAIL
V	VANITY UNIT
WC	TOILET SUITE
WM	WASHING MACHINE PROVISION
RWT	RAINWATER TANK

REFER TO DRAWING A350 - A355 FOR ALL AREAS OF UNITS
REFER TO DRAWING A450 FOR SECTION AND ELEVATION
REFERENCES - NOTES ELEVATION NUMBER AND DRAWING SHEET REFERENCE

Rev.	Date:	Comments:	Drawn:
7	25/8/20	SET FOR CONSTRUCTION AND REDHUB ISSUE	BDH
6	25/08/20	REVISE SUB FLOOR DETAIL TO BLOCKS A D AND F	BDH
5	03/08/20	REVISED WASTE ENCLOSURE SIZE	BDH
4	26/06/20	UPDATED BA SET FOR REVIEW / COORDINATION	BDH
3	23/05/20	PRELIMINARY TENDER SET	BDH
1	13/05/20	BA COORDINATION SET	BDH
B	13/05/19	DEVELOPMENT APPLICATION SET	BDH
A	4/2/19	SKETCH PLAN SET	BDH

Client Name:
Elevated Living

Project Name:
DENMAN PROSPECT

Project Address:

BLOCK 1, SECTION 69, DENMAN PROSPECT ACT

Drawing Title:

SITE PLAN - LOWER FLOOR

Z:\BDH\Fwd_Denman_v8\5_Elevated\Revit\DENMAN ELEV_54.rvt

Project Architect:	FKA
Design Architect:	BDH
Checked:	FKA
Project No:	1901
Scale:	As indicated
Commenced:	FEB 19
Print Date:	9/09/2020 12:10:08 PM
Project Phase:	BA

NORTH

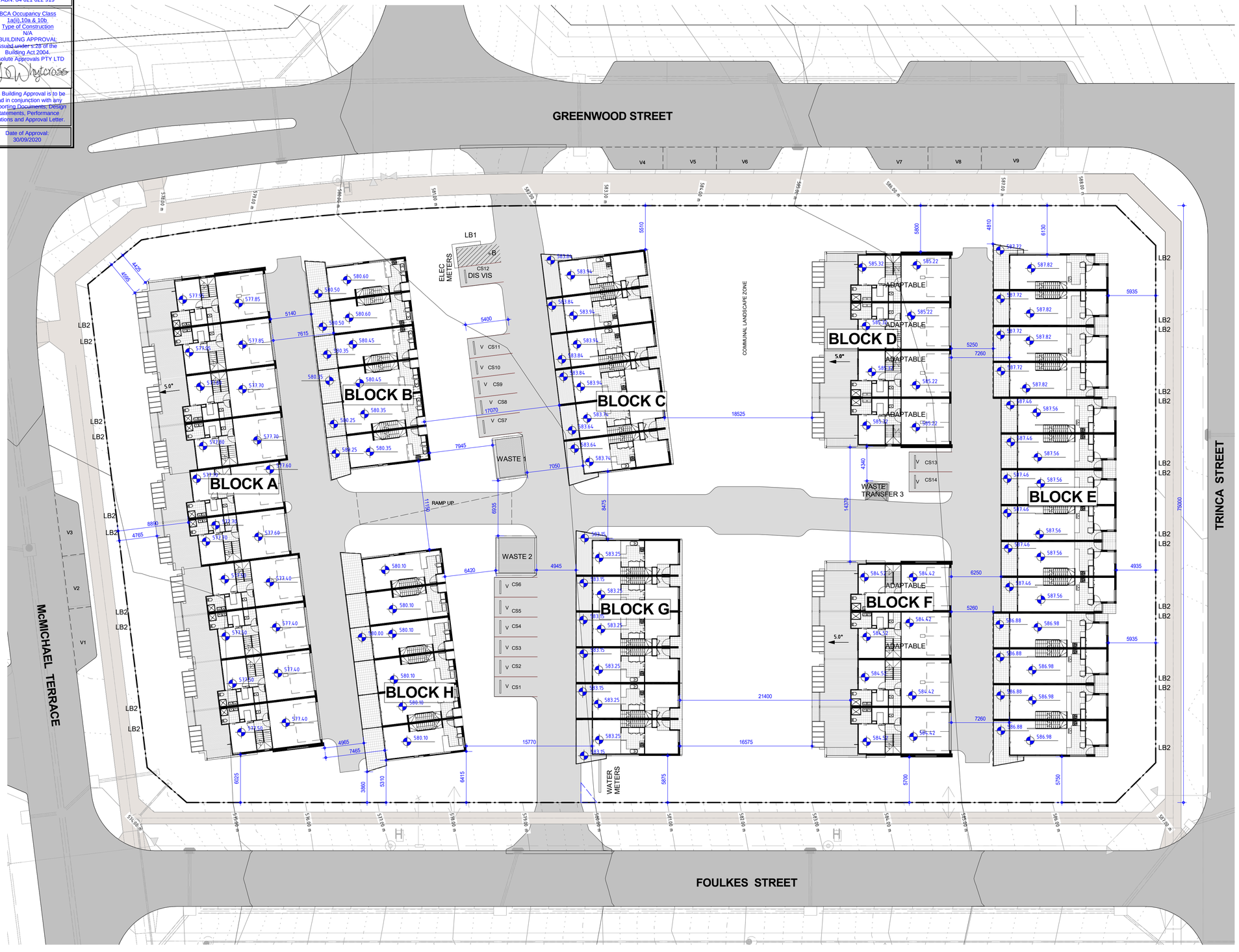
A110
Issue: 7

Absolute APPROVALS
Building Certification + Town Planning
COLA LICENSE: 2019816
ABN: 84 621 622 919

BCA Occupancy Class
1a(ii),10a & 10b
Type of Construction
N/A
BUILDING APPROVAL
Issued under s.28 of the Building Act 2004.
Absolute Approvals PTY LTD
J.D.Whytcross

This Building Approval is to be read in conjunction with any Supporting Documents, Design Statements, Performance Solutions and Approval Letter.

Date of Approval:
30/09/2020



1 **SITE PLAN - GROUND**
1 : 250

EER NOTES

- 225mm WAFFLE PODS TO CONCRETE SLAB UNO
- R5.0 CEILING INSULATION
- R2 WALL INSULATION TYPICAL
- SINGLE GLAZING TO ALL WINDOWS
- PROVIDE SEALS TO ALL EXTERNAL DOORS, WINDOWS & EXTERNAL EXHAUST FANS
- SARKING TO UNDERSIDE OF METAL ROOFS
- AFFORDABLE UNITS NOMINATED xxx

WASTE & RECYCLING NOTES

WASTE ENCLOSURE

2 ENCLOSURES PROPOSED AND 1 TRANSFERE STATION

5680 RECYCLING GENERATED PER WEEK
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PLOT RATIO	
PROVIDED PLOT RATIO:	0.798
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SITE COVER

BUILDING FOOTPRINT:	2951m²
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DEEP ROOT PLANTING PERCENTAGE:	50%
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REQUIREMENTS	
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U56	85.0 m²
	5977.7 m²

0 2.5m 5m 7.5m 10m 12.5m 25m
SCALE BAR 1:250

FLOOR PLAN LEGEND

AWD	ALUMINIUM WINDOWS AND DOORS
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REFER TO DRAWING A350 - A355 FOR ALL AREAS OF UNITS
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REFERENCES - NOTES ELEVATION NUMBER AND DRAWING SHEET REFERENCE

kasparek ARCHITECTS
architects@kasparek.com.au

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B	13/05/19	DEVELOPMENT APPLICATION SET	BDH
A	4/2/19	SKETCH PLAN SET	BDH

Client Name:
Elevated Living

Project Name:
elio DENMAN PROSPECT

Project Address:

BLOCK 1, SECTION 69, DENMAN PROSPECT ACT

Drawing Title:

SITE PLAN - GROUND FLOOR

Z:\BDH\Fred_Denman_elio_ElevatedRevit\DENMAN ELEV_54.rvt

Project Architect:	FKA
Design Architect:	BDH
Checked:	FKA
Project No:	1901
Scale:	As indicated
Commenced:	FEB 19
Print Date:	9/09/2020 12:10:21 PM
Project Phase:	BA

NORTH

A111
Issue: 7

Absolute APPROVALS
Building Certification • Town Planning

COLA LICENSE: 2019816
ABN: 84 621 622 919

BCA Occupancy Class
1a(ii),10a & 10b
Type of Construction
N/A
BUILDING APPROVAL
Issued under s.28 of the Building Act 2004.
Absolute Approvals PTY LTD

This Building Approval is to be read in conjunction with any Supporting Documents, Design Statements, Performance Solutions and Approval Letter.

Date of Approval:
30/09/2020

1 **SITE PLAN -UPPER**
1 : 250

EER NOTES

- 225mm WAFFLE PODS TO CONCRETE SLAB UNO
- R5.0 CEILING INSULATION
- R2 WALL INSULATION TYPICAL
- SINGLE GLAZING TO ALL WINDOWS
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0 2.5m 5m 7.5m 10m 12.5m 25m
SCALE BAR 1:250

kasparek ARCHITECTS
architects@kasparek.com.au

FLOOR PLAN LEGEND

AWD	ALUMINIUM WINDOWS AND DOORS
BTH	BATH RM TUB
CFG	COLORBOND FASCIA AND GUTTER
CONC	CONCRETE STEEL TROWEL FINISH
CPT	100% WOOL CARPET ON RUBBER UNDERLAY
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REFER TO DRAWING A350 - A355 FOR ALL AREAS OF UNITS
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Rev:	Date:	Comments:	Drawn:
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B	13/05/19	DEVELOPMENT APPLICATION SET	BDH
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Client Name:
Elevated Living

Project Name:
elio DENMAN PROSPECT

Project Address:

BLOCK 1, SECTION 69, DENMAN PROSPECT ACT

Drawing Title:

SITE PLAN - UPPER FLOOR

Z:\BDH\Fred_Denman_v8\5_Elevated\Revit\DENMAN ELEV_54.rvt

Project Architect:	FKA
Design Architect:	BDH
Checked:	FKA
Project No:	1901
Scale:	As indicated
Commenced:	FEB 19
Print Date:	9/09/2020 12:10:48 PM
Project Phase:	BA

NORTH

A112
Issue: 7

Absolute APPROVALS
Building Certification + Town Planning
COLA LICENSE: 2019816
ABN: 84 621 622 919

BCA Occupancy Class
1a(ii),10a & 10b
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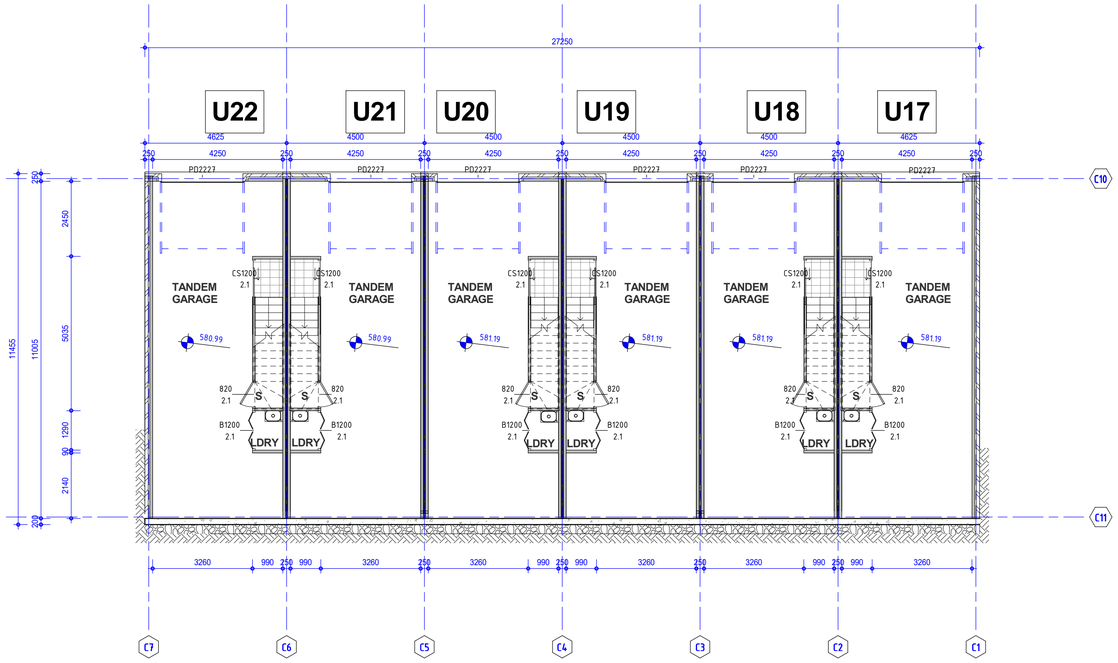
Date of Approval:
30/09/2020



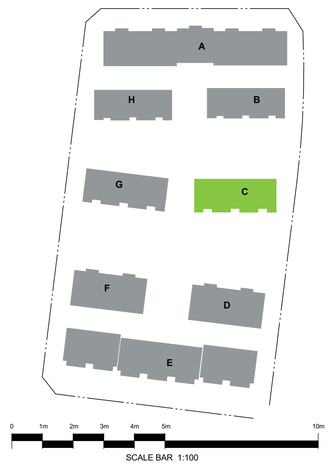
1 **BLOCK C - LOWER FLOOR LEVEL**
1 : 100

SITE GFA

9646 m²

TOTAL GFA BY FLOOR LEVEL

LFL	2292.8 m²
GFL	2951.2 m²
UFL	2478.0 m²
	7722.0 m²



SCALE BAR 1:100

kasparek ARCHITECTS
architects@kasparek.com.au

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AWD	ALUMINIUM WINDOWS AND DOORS
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CONC	CONCRETE STEEL TROWEL FINISH
CPT	100% WOOL CARPET ON RUBBER UNDERLAY
CL	PARALINE CLOTHESLINE WITH PRIVACY SCREEN WHERE VISIBLE TO STREET
CRT	CONCRETE ROOF TILES
CSD	CAVITY SLIDING DOOR
DP	DOWNPIPES
DR	DRYER PROVISION
DW	DISHWASHER PROVISION
F	FRIDGE PROVISION
FBK	FACE BRICKWORK - SEE FINISHES SCHEDULE
FGL	FINISHED GROUND LINE
FW	FLOOR WASTE WITH SUITABLE CAMBER
GAS	GAS METER LOCATION
HB	HAND BASIN
HP	HEAT PUMP - EXCHANGE UNIT PER LDA REQ'M
HWS	HOT WATER SYSTEM
PS	PRIVACY SCREEN
LB	LETTERBOX
MB	METER BOARD LOCATION
MR	MIRROR WITH RECESSED MEDICINE CABINET
NGL	NATURAL GROUND LINE
OHC	OVER HEAD CUPBOARDS
OV	OVEN
PTY	PANTRY
RH	RANGEHOOD
SK	SKYLIGHT
SHR	ALUMINIUM AND GLASS SHOWER SCREEN
SPH	RECESSED SOAP HOLDER
T	LAUNDRY TUB
TAP	TAPWARE
TLE	NON-SLIP CERAMIC FLOOR TILES
TR	TOWEL RAIL
V	VANITY UNIT
WC	TOILET SUITE
WM	WASHING MACHINE PROVISION
RWT	RAINWATER TANK

REFER TO DRAWING A350 - A355 FOR ALL AREAS OF UNITS
REFER TO DRAWING A450 FOR SECTION AND ELEVATION
REFERENCES - NOTES ELEVATION NUMBER AND DRAWING SHEET REFERENCE

REFER TO SHEET A809 - A814 FOR TYPE DETAILS

Rev:	Date:	Comments:	Drawn:
7	25/8/20	SET FOR CONSTRUCTION AND REDHUB ISSUE	BDH
4	26/06/20	UPDATED BA SET FOR REVIEW / COORDINATION	BDH
3	23/05/20	PRELIMINARY TENDER SET	BDH
1	13/05/20	BA COORDINATION SET	BDH
B	13/05/19	DEVELOPMENT APPLICATION SET	BDH
A	4/2/19	SKETCH PLAN SET	BDH

Client Name:
Elevated Living

Project Name:
elio DENMAN PROSPECT

Project Address:

BLOCK 1, SECTION 69, DENMAN PROSPECT ACT

Drawing Title:

BLOCK C - LFL

Z:\BDH\Fwd_Denman_v8\5_Elevated\Revit\DENMAN ELEV_5A.rvt

Project Architect:	FKA
Design Architect:	BDH
Checked:	FKA
Project No:	1901
Scale:	As indicated
Commenced:	FEB 19
Print Date:	9/09/2020 12:13:20 PM
Project Phase:	BA

NORTH

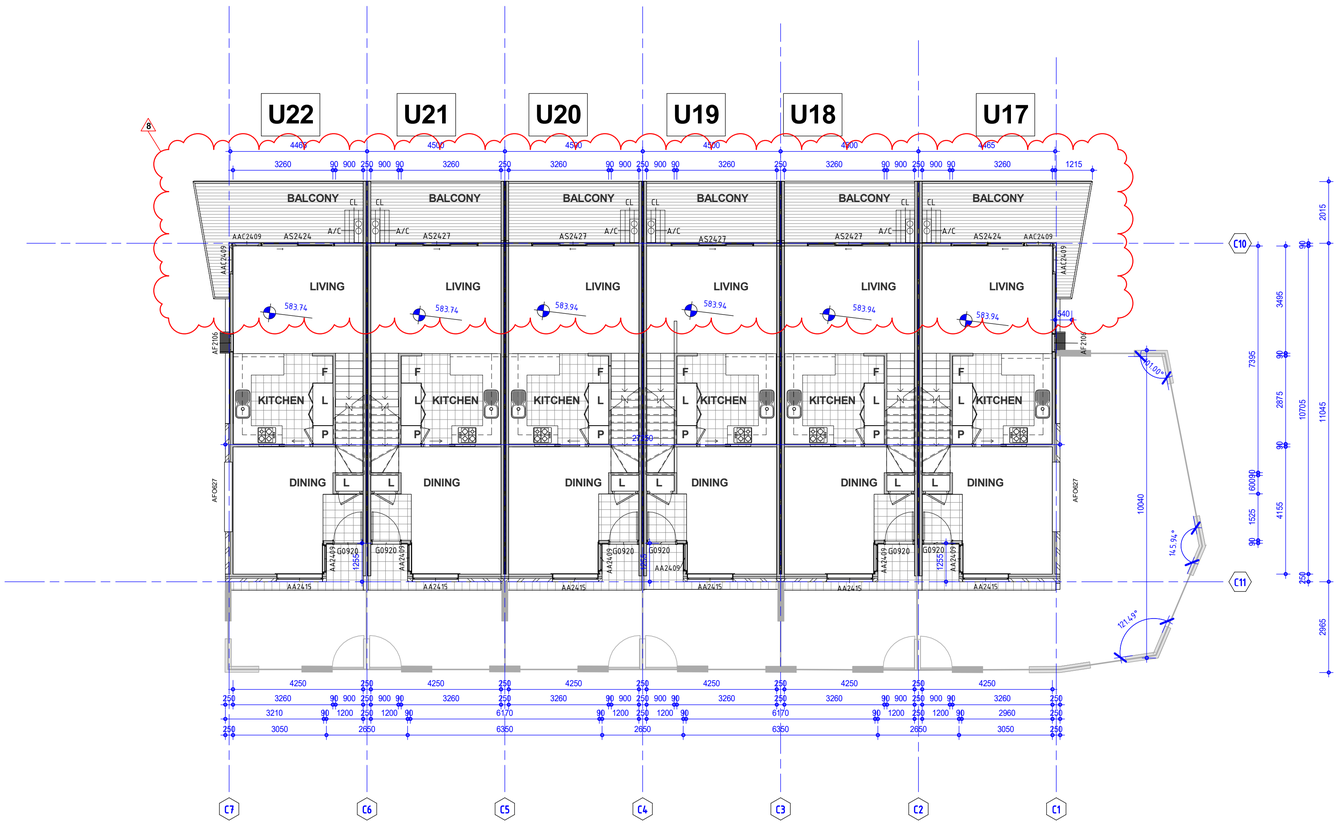
A220
Issue: 7

Absolute APPROVALS
Building Certification + Town Planning
COLA LICENSE: 2019816
ABN: 84 621 622 919

BCA Occupancy Class
1a(ii),10a & 10b
Type of Construction
N/A
BUILDING APPROVAL
Issued under s.28 of the
Building Act 2004.
Absolute Approvals PTY LTD

This Building Approval is to be read in conjunction with any Supporting Documents, Design Statements, Performance Solutions and Approval Letter.

Date of Approval:
30/09/2020



1 **BLOCK C - GROUND FLOOR LEVEL**
1 : 100

SITE GFA
9646 m²

TOTAL GFA BY FLOOR LEVEL

LFL	2292.8 m²
GFL	2951.2 m²
UFL	2478.0 m²
	7722.0 m²

kasparek ARCHITECTS
architects@kasparek.com.au

FLOOR PLAN LEGEND

AWD	ALUMINIUM WINDOWS AND DOORS
BTH	BATH RM TUB
CFG	COLORBOND FASCIA AND GUTTER
CONC	CONCRETE STEEL TROWEL FINISH
CPT	100% WOOL CARPET ON RUBBER UNDERLAY
CL	PARALINE CLOTHESLINE WITH PRIVACY SCREEN WHERE VISIBLE TO STREET
CRT	CONCRETE ROOF TILES
CSD	CAVITY SLIDING DOOR
DP	DOWNPIPES
DR	DRYER PROVISION
DW	DISHWASHER PROVISION
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FGL	FINISHED GROUND LINE
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HB	HAND BASIN
HP	HEAT PUMP - EXCHANGE UNIT PER LDA REQ'M
HWS	HOT WATER SYSTEM
PS	PRIVACY SCREEN
LB	LETTERBOX
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MR	MIRROR WITH RECESSED MEDICINE CABINET
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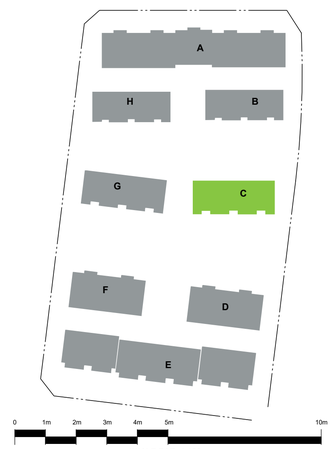
TAP	TAPWARE
TLE	NON-SLIP CERAMIC FLOOR TILES
TR	TOWEL RAIL
V	VANITY UNIT
WC	TOILET SUITE
WM	WASHING MACHINE PROVISION
RWT	RAINWATER TANK

REFER TO DRAWING A350 - A355 FOR ALL AREAS OF UNITS
REFER TO DRAWING A450 FOR SECTION AND ELEVATION
REFERENCES - NOTES ELEVATION NUMBER AND DRAWING SHEET REFERENCE

REFER TO SHEET A809 - A814 FOR TYPE DETAILS

Rev:	Date:	Comments:	Drawn:
8	8/9/20	TIMBER BALCONIES UPDATED	BDH
7	25/8/20	SET FOR CONSTRUCTION AND REDHUB ISSUE	BDH
4	26/06/20	UPDATED BA SET FOR REVIEW / COORDINATION	BDH
3	23/05/20	PRELIMINARY TENDER SET	BDH
1	13/05/20	BA COORDINATION SET	BDH
B	13/05/19	DEVELOPMENT APPLICATION SET	BDH
A	4/2/19	SKETCH PLAN SET	BDH



SCALE BAR 1:100

Client Name:
Elevated Living

Project Name:
elio DENMAN PROSPECT

Project Address:

BLOCK 1, SECTION 69, DENMAN PROSPECT ACT

Drawing Title:

BLOCK C - GFL

Z:\BDH\Fwd_Denman_s69_Elevated\Revit\DENMAN ELEV_54.rvt

Project Architect:	FKA
Design Architect:	BDH
Checked:	FKA
Project No:	1901
Scale:	As indicated
Commenced:	FEB 19
Print Date:	9/09/2020 12:13:24 PM
Project Phase:	BA

NORTH

A221
Issue: 8

Absolute APPROVALS
Building Certification + Town Planning
COLA LICENSE: 2019816
ABN: 84 621 622 919

BCA Occupancy Class
1a(ii),10a & 10b
Type of Construction
N/A
BUILDING APPROVAL
Issued under s.28 of the
Building Act 2004.
Absolute Approvals PTY LTD

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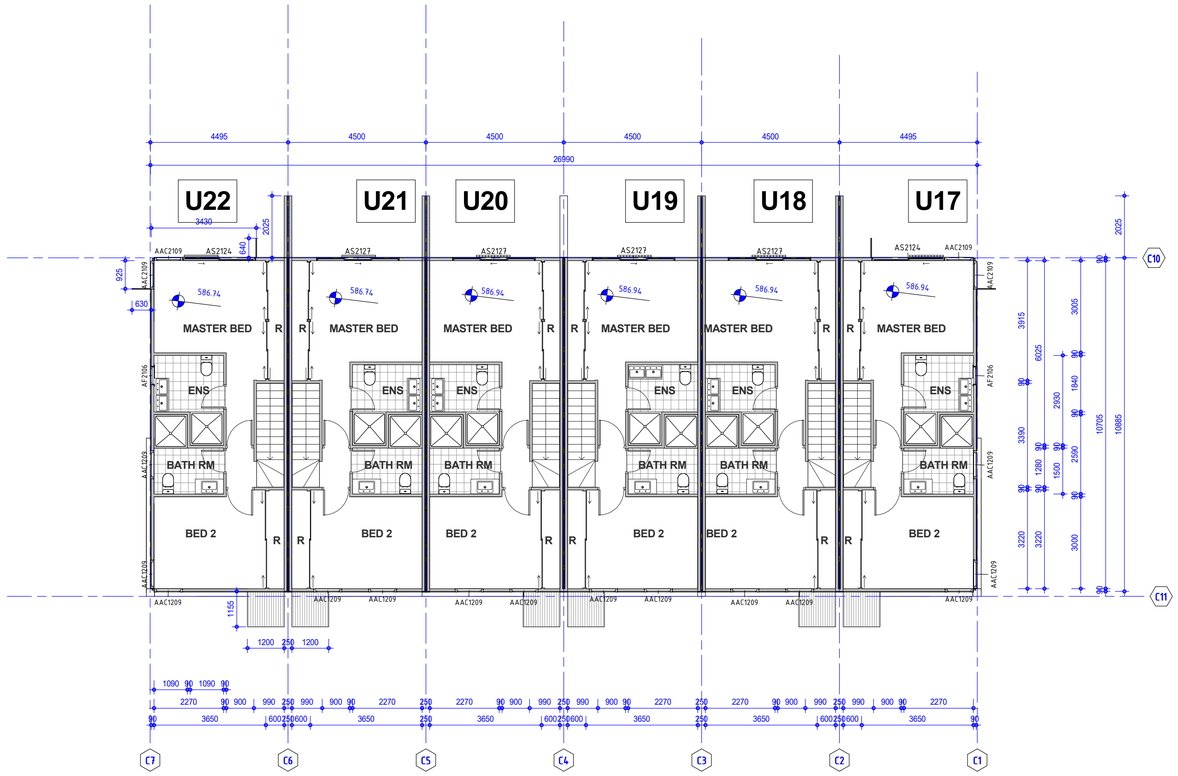
Date of Approval:
30/09/2020



1 **BLOCK C - UPPER FLOOR LEVEL**
1 : 100

SITE GFA

9646 m²

TOTAL GFA BY FLOOR LEVEL

LFL	2292.8 m²
GFL	2951.2 m²
UFL	2478.0 m²
	7722.0 m²

FLOOR PLAN LEGEND

AWD	ALUMINIUM WINDOWS AND DOORS
BTH	BATH RM TUB
CFG	COLORBOND FASCIA AND GUTTER
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SPH	RECESSED SOAP HOLDER
T	LAUNDRY TUB
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V	VANITY UNIT
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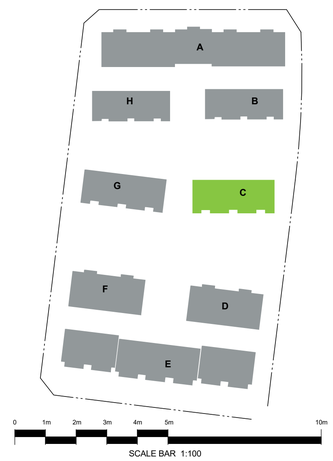
WM	WASHING MACHINE PROVISION
RWT	RAINWATER TANK

REFER TO DRAWING A350 - A355 FOR ALL AREAS OF UNITS
REFER TO DRAWING A450 FOR SECTION AND ELEVATION
REFERENCES - NOTES ELEVATION NUMBER AND DRAWING SHEET REFERENCE



SCALE BAR 1:100

REFER TO SHEET A809 - A814 FOR TYPE DETAILS

Rev.	Date:	Comments:	Drawn:
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3	23/05/20	PRELIMINARY TENDER SET	BDH
2	21/05/20	CLIENT CHANGE U19	BDH
1	13/05/20	BA COORDINATION SET	BDH
B	13/05/19	DEVELOPMENT APPLICATION SET	BDH
A	4/2/19	SKETCH PLAN SET	BDH

kasparek ARCHITECTS
architects@kasparek.com.au

Client Name:
Elevated Living

Project Name:
elio DENMAN PROSPECT

Project Address:

BLOCK 1, SECTION 69, DENMAN PROSPECT ACT

Drawing Title:

BLOCK C - UFL

Z:\BDH\Fwd_Denman_s69_Elevated\Revit\DENMAN ELEV_54.rvt

Project Architect:	FKA
Design Architect:	BDH
Checked:	FKA
Project No:	1901
Scale:	As indicated
Commenced:	FEB 19
Print Date:	9/09/2020 12:13:29 PM
Project Phase:	BA

NORTH

A222
Issue: 7

Absolute APPROVALS
Building Certification • Town Planning
COLA LICENSE: 2019816
ABN: 84 621 622 919

BCA Occupancy Class
1a(ii),10a & 10b
Type of Construction
N/A
BUILDING APPROVAL
Issued under s.28 of the
Building Act 2004.
Absolute Approvals PTY LTD

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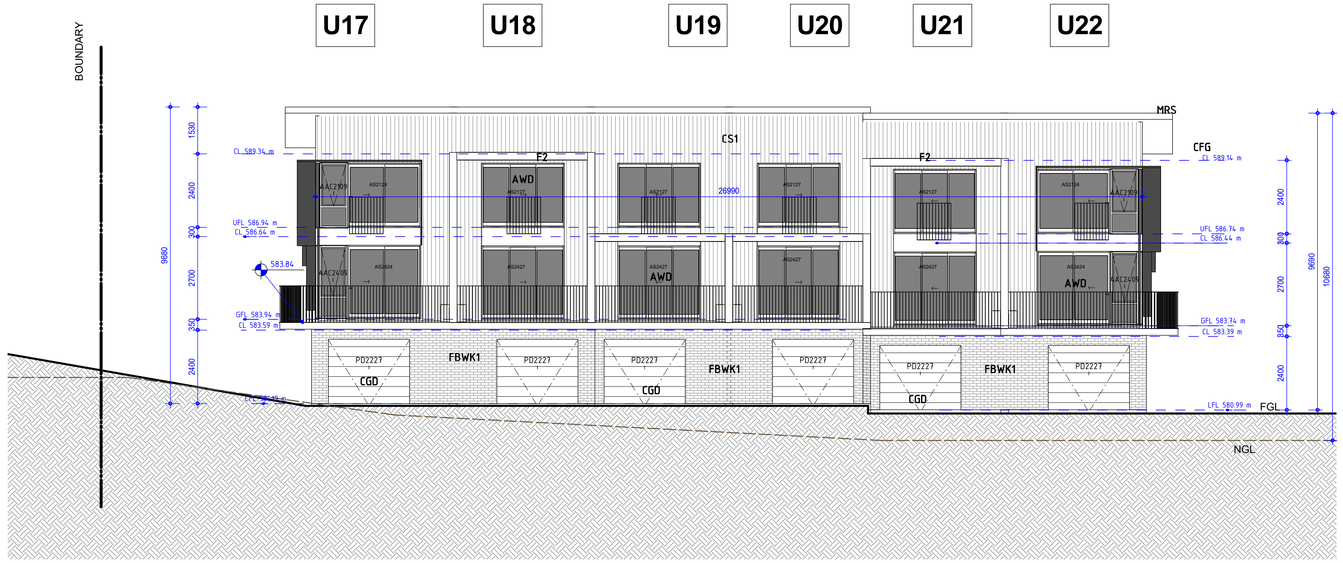
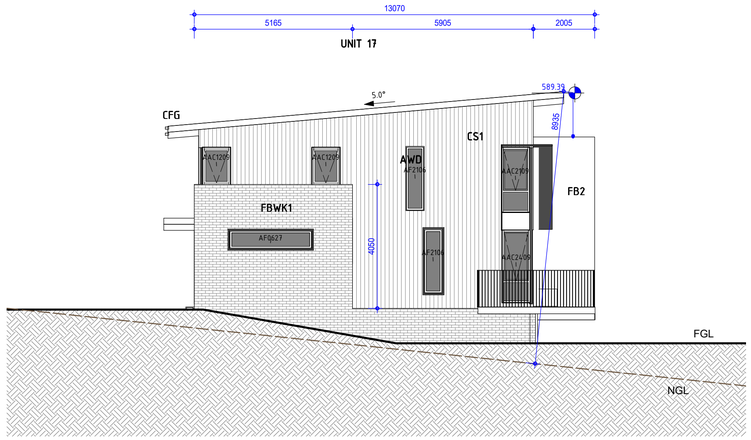
Date of Approval:
30/09/2020



1 **BLOCK C- NORTH**
1 : 100



2 **BLOCK C - EAST**
1 : 100

0 1m 2m 3m 4m 5m 10m
SCALE BAR 1:100

kasparek ARCHITECTS
architects@kasparek.com.au

ELEVATION LEGEND

A/C	AIR CONDITIONER UNIT
AWD	POWDERCOATED ALUMINIUM FRAMED WINDOWS AND DOORS
CB	CUSTOM ORB PROFILE COLORBOND
CFG	COLORBOND FASCIA AND GUTTERS
CGD	COLORBOND GARAGE DOOR
CS1	CLADDING - AXON VERTICAL
CL	CLOTHES LINE
OBS	OBSCURE GLASS WINDOW
DP	DOWNPIPES
FB	FEATURE BLADES
F1	FEATURE BLADES/CLADDING
F2	FEATURE CLADDING-ENTRY DOORS TYPICAL
FBWK	FACE BRICKWORK
FFL	FINISHED FLOOR LEVEL
FGL	FINISHED GROUND LEVEL
SK	SKYLIGHT
GAS	GAS METER LOCATION
HWS	HOT WATER SYSTEM
LB	LETTERBOXES
MB	METER BOX LOCATION
MRS	METAL ROOF SHEETING
NGL	NATURAL GROUND LEVEL
OGB	OPAQUE GLASS BALUSTRADE
PS	POWDERCOATED ALUMINIUM PRIVACY SCREEN
PCP	PREFINISHED CLADDING PANEL
PGL	POWDERCOATED METAL PERGOLA

NOTE: REFER TO EXTERNAL FINISHES SCHEDULES COLOUR SPECIFICATIONS

REFER TO DRAWING A350 - A355 FOR ALL AREAS OF UNITS
REFER TO DRAWINGS A450 FOR SECTION AND ELEVATION REFERENCES - NOTES ELEVATION NUMBER AND DRAWING SHEET REFERENCE

ELEVATION NOTES

(1) ALL WORKS TO BE IN ACCORDANCE WITH BCA

(2) VERIFY ALL DIMENSIONS ON SITE PRIOR TO CONSTRUCTION

(3) CONCRETE FOOTINGS AND SLAB TO AS 2870

(4) TIMBER FRAME TO AS 1684

(5) IMPROVED ALUMINIUM SLIDING WINDOWS TO MANUFACTURERS SPECIFICATION

(6) ELECTRICAL WORK TO AS 3000

(7) FINISHES COLOURS AS SELECTED BY BUILDER

(8)EAVES 600 TYPICAL

Rev:	Date:	Comments:	Drawn:
7	25/8/20	SET FOR CONSTRUCTION AND REDHUB ISSUE	BDH
4	26/06/20	UPDATED BA SET FOR REVIEW / COORDINATION	BDH
3	23/05/20	PRELIMINARY TENDER SET	BDH
1	13/05/20	BA COORDINATION SET	BDH
B	13/05/19	DEVELOPMENT APPLICATION SET	BDH
A	4/2/19	SKETCH PLAN SET	BDH

Client Name:
Elevated Living

Project Name:
elio DENMAN PROSPECT

Project Address:

BLOCK 1, SECTION 69, DENMAN PROSPECT ACT

Drawing Title:

BLOCK C -ELEVATIONS 1

Z:\BDH\Fwd_Denman_s69_ElevatedRivet\DENMAN ELEV_5A.rvt

Project Architect:	FKA
Design Architect:	BDH
Checked:	FKA
Project No:	1901
Scale:	As indicated
Commenced:	FEB 19
Print Date:	9/09/2020 12:13:35 PM
Project Phase:	BA

A223
Issue: 7

Absolute APPROVALS
Building Certification • Town Planning
COLA LICENSE: 2019816
ABN: 84 621 622 919

BCA Occupancy Class
1a(ii),10a & 10b
Type of Construction
N/A
BUILDING APPROVAL
Issued under s.28 of the
Building Act 2004.
Absolute Approvals PTY LTD
J.D.Whytcross

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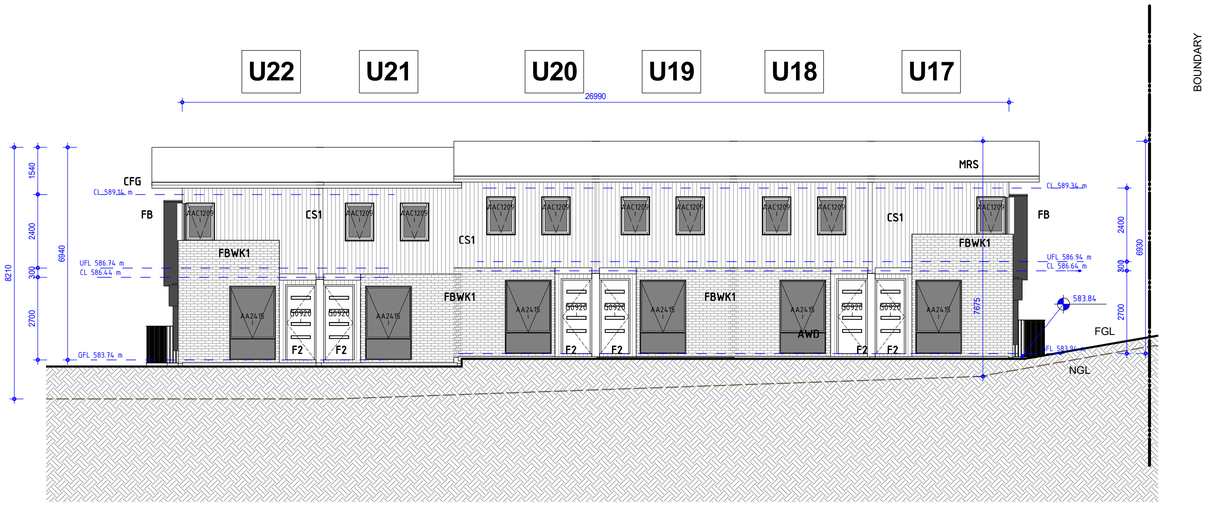
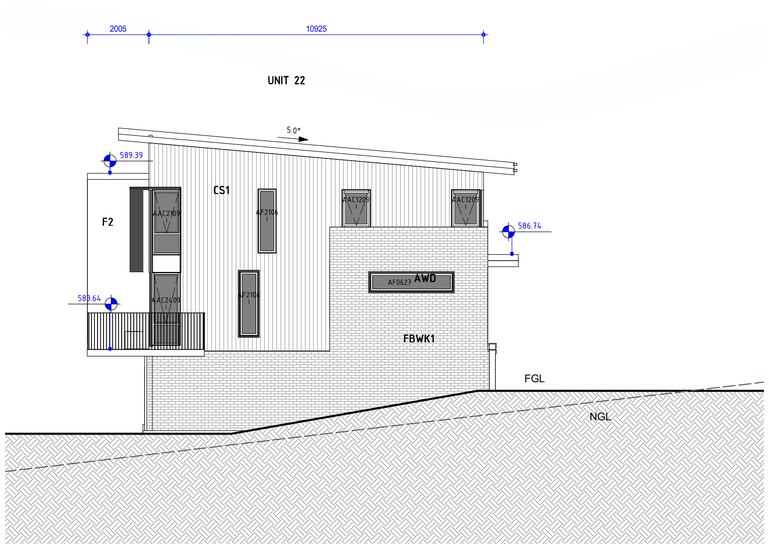
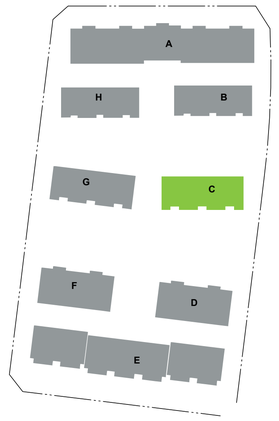
Date of Approval:
30/09/2020



3 **BLOCK C - SOUTH**
1 : 100



4 **BLOCK C - WEST**
1 : 100



0 1m 2m 3m 4m 5m 10m
SCALE BAR 1:100

kasparek ARCHITECTS
architects@kasparek.com.au

ELEVATION LEGEND

A/C	AIR CONDITIONER UNIT
AWD	POWDERCOATED ALUMINIUM FRAMED WINDOWS AND DOORS
CB	CUSTOM ORB PROFILE COLORBOND
CFG	COLORBOND FASCIA AND GUTTERS
CGD	COLORBOND GARAGE DOOR
CS1	CLADDING - AXON VERTICAL
CL	CLOTHES LINE
OBS	OBSCURE GLASS WINDOW
DP	DOWNPIPES
FB	FEATURE BLADES
F1	FEATURE BLADES/CLADDING
F2	FEATURE CLADDING-ENTRY DOORS TYPICAL
FBWK	FACE BRICKWORK
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SK	SKYLIGHT
GAS	GAS METER LOCATION
HWS	HOT WATER SYSTEM
LB	LETTERBOXES
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MRS	METAL ROOF SHEETING
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OGB	OPAQUE GLASS BALUSTRADE
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PCP	PREFINISHED CLADDING PANEL
PGL	POWDERCOATED METAL PERGOLA

NOTE: REFER TO EXTERNAL FINISHES SCHEDULES COLOUR SPECIFICATIONS.

REFER TO DRAWING A350 - A355 FOR ALL AREAS OF UNITS
REFER TO DRAWINGS A450 FOR SECTION AND ELEVATION REFERENCES - NOTES ELEVATION NUMBER AND DRAWING SHEET REFERENCE

ELEVATION NOTES

(1) ALL WORKS TO BE IN ACCORDANCE WITH BCA

(2) VERIFY ALL DIMENSIONS ON SITE PRIOR TO CONSTRUCTION

(3) CONCRETE FOOTINGS AND SLAB TO AS 2870

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Rev:	Date:	Comments:	Drawn:
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3	23/05/20	PRELIMINARY TENDER SET	BDH
1	13/05/20	BA COORDINATION SET	BDH
B	13/05/19	DEVELOPMENT APPLICATION SET	BDH
A	4/2/19	SKETCH PLAN SET	BDH

Client Name:
Elevated Living

Project Name:
elio DENMAN PROSPECT

Project Address:

BLOCK 1, SECTION 69, DENMAN PROSPECT ACT

Drawing Title:

BLOCK C -ELEVATIONS 2

Z:\BDH\Fwd_Denman_v8\5_Elevated\Revit\DENMAN ELEV_5A.rvt

Project Architect:	FKA
Design Architect:	BDH
Checked:	FKA
Project No:	1901
Scale:	As indicated
Commenced:	FEB 19
Print Date:	9/09/2020 12:13:40 PM
Project Phase:	BA

A224
Issue: 7

Absolute APPROVALS
Building Certification • Town Planning
COLA LICENSE: 2019816
ABN: 84 621 622 919

BCA Occupancy Class
1a(ii),10a & 10b
Type of Construction
N/A
BUILDING APPROVAL
Issued under s.28 of the
Building Act 2004.
Absolute Approvals PTY LTD

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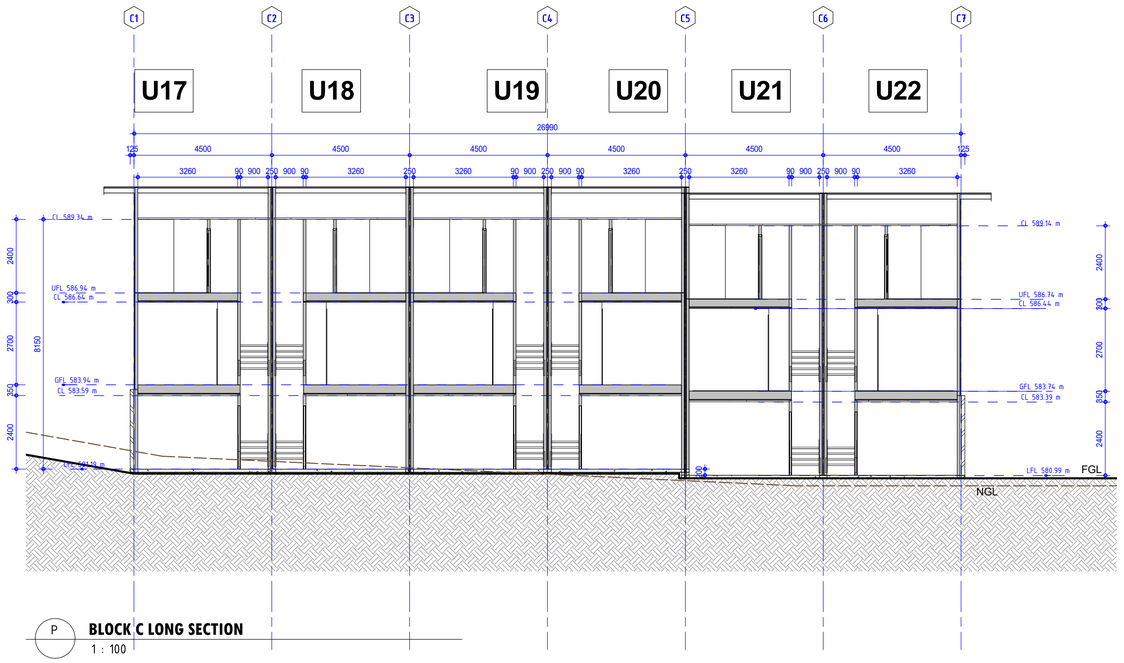
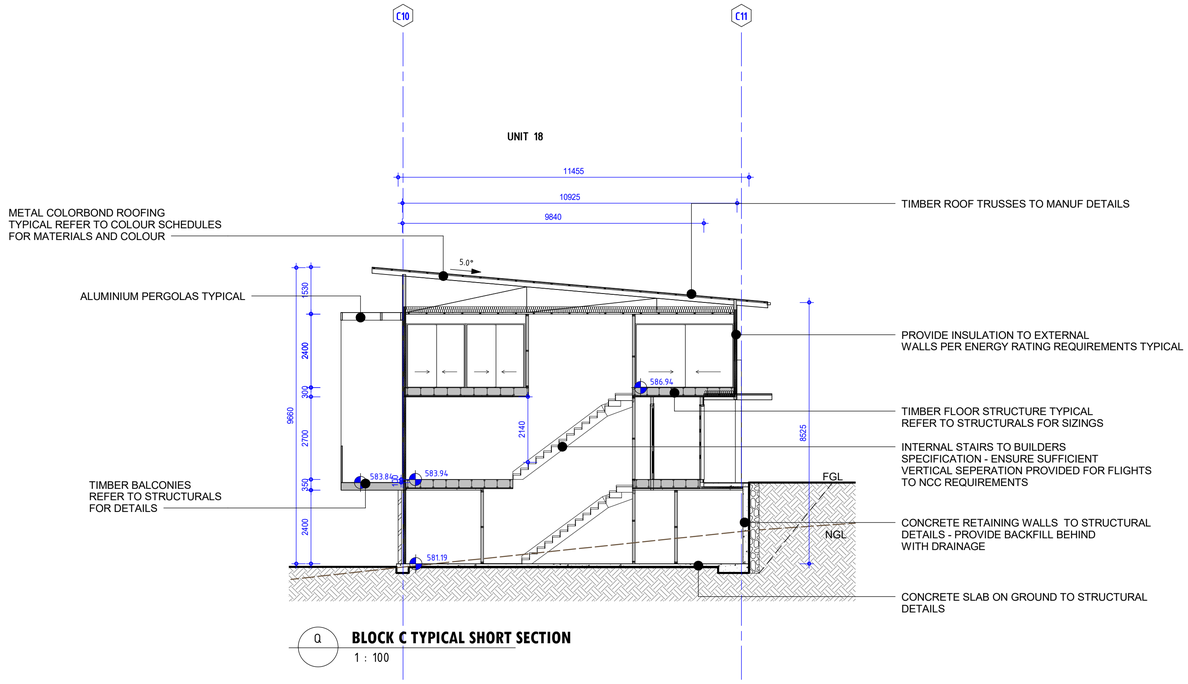
Date of Approval:
30/09/2020



P **BLOCK C LONG SECTION**
1 : 100



Q **BLOCK C TYPICAL SHORT SECTION**
1 : 100

kasparek ARCHITECTS
architects@kasparek.com.au

SECTION NOTES

ALL CONSTRUCTION METHODS, INSTALLATIONS AND MATERIALS TO COMPLY WITH THE BCA, RELEVANT AUSTRALIAN STANDARDS, LOCAL AUTHORITIES
REQUIREMENTS AND APPLICABLE CODES.

FLOOR SLAB

INTERNAL BEAM CONCRETE RAFT SLAB, TO AS2870 REFER TO ENGINEERS SPECIFICATIONS

RAFT SLAB POLYSTYRENE VOID FORMER, REFER TO EER NOTES AND ENGINEERS SPECIFICATIONS FOR DEPTH SIZE

RAFT SLAB VAPOR BARRIER TO COMPLY WITH AS2870

EXTERNAL WALLS

90MM STUD, 50MM CAVITY, 110 BRICK VENEER CONSTRUCTION TO AS1684 AND AS3700 INSULATION TO AS3999, REFER TO EER NOTES FOR RATING

INTERNAL PLASTER BOARD LINING TYPICAL

FLASHINGS, WEEP HOLES DPC AND ARTICULATION JOINTS TO AS3700

INTERNAL WALLS

TIMBER STUD FRAME TO AS 1684 PLASTER BOARD WALL LINING TYPICAL

CEILINGS

PLASTER BOARD CEILING LINING TYPICAL. CEILING INSULATION TO AS3999, REFER TO EER NOTES FOR RATING.

EAVES

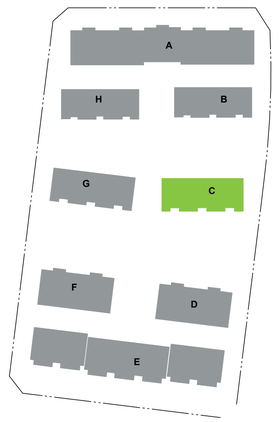
FC SHEETING TO EAVES SOFFIT TO AS1684. 600 TYPICAL

GUTTER AND FASCIA

COLOUR BOND STEEL EAVES FASCIA AND GUTTER PROFILE INSTALLED TO MANUFACTURERS SPECIFICATIONS.

ROOF STUCTURE

TIMBER ROOF TRUSSES SPACED AT 600MM MAX. TO MANUFACTURES DESIGN AND INSTALLLATION SPECIFICATIONS -CONCRETE ROOF TILES TO AS2050



0 1m 2m 3m 4m 5m 10m
SCALE BAR 1:100

Rev:	Date:	Comments:	Drawn:
7	25/8/20	SET FOR CONSTRUCTION AND REDHUB ISSUE	BDH
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A	4/2/19	SKETCH PLAN SET	BDH

Client Name:
Elevated Living

Project Name:
elio DENMAN PROSPECT

Project Address:

BLOCK 1, SECTION 69, DENMAN PROSPECT ACT

Drawing Title:

BLOCK C -SECTIONS

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Project Architect:	FKA	
Design Architect:	BDH	
Checked:	FKA	
Project No:	1901	
Scale:	As indicated	A225
Commenced:	FEB 19	
Print Date:	9/09/2020 12:13:46 PM	
Project Phase:	BA	Issue: 7

Absolute APPROVALS
Building Certification • Town Planning
COLA LICENSE: 2019816
ABN: 84 621 622 919

BCA Occupancy Class
1a(ii),10a & 10b
Type of Construction
N/A
BUILDING APPROVAL
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Building Act 2004.
Absolute Approvals PTY LTD
J.D Whytcross

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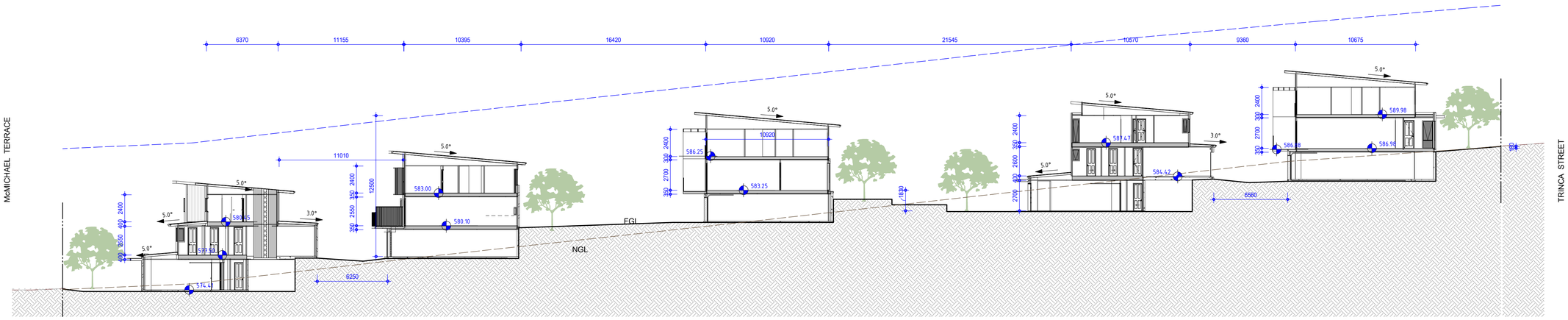
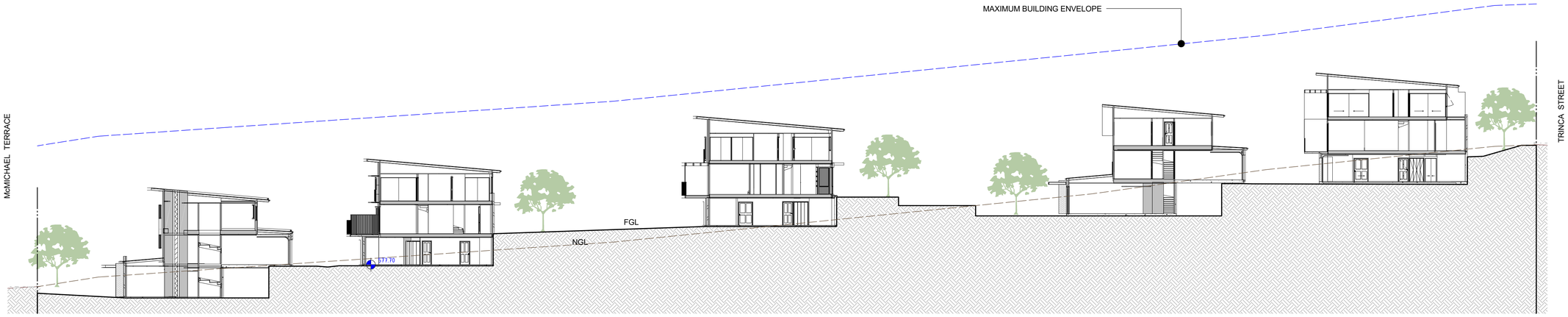
Date of Approval:
30/09/2020



A **CUT THROUGH BLOCK A , H, G, F AND E**
1 : 200



B **CUT THROUGH BLOCK A, B, C, D AND E**
1 : 200

0 2m 4m 6m 8m 10m 20m
SCALE BAR 1:200

kasparek ARCHITECTS
architects@kasparek.com.au

SECTION NOTES

ALL CONSTRUCTION METHODS, INSTALLATIONS AND MATERIALS TO COMPLY WITH THE BCA, RELEVANT AUSTRALIAN STANDARDS, LOCAL AUTHORITES
REQUIREMENTS AND APPLICABLE CODES.

FLOOR SLAB

INTERNAL BEAM CONCRETE RAFT SLAB, TO AS2870 REFER TO ENGINEERS SPECIFICATIONS

RAFT SLAB POLYSTYRENE VOID FORMER, REFER TO EER NOTES AND ENGINEERS SPECIFICATIONS FOR DEPTH SIZE

RAFT SLAB VAPOR BARRIER TO COMPLY WITH AS2870

EXTERNAL WALLS

90MM STUD, 50MM CAVITY, 110 BRICK VENEER CONSTRUCTION TO AS1684 AND AS3700 INSULATION TO AS3999, REFER TO EER NOTES FOR RATING

INTERNAL PLASTER BOARD LINING TYPICAL

FLASHINGS, WEEP HOLES DPC AND ARTICULATION JOINTS TO AS3700

INTERNAL WALLS

TIMBER STUD FRAME TO AS 1684 PLASTER BOARD WALL LINING TYPICAL

CEILINGS

PLASTER BOARD CEILING LINING TYPICAL. CEILING INSULATION TO AS3999, REFER TO EER NOTES FOR RATING.

EAVES

FC SHEETING TO EAVES SOFFIT TO AS1684. 600 TYPICAL

GUTTER AND FASCIA

COLOUR BOND STEEL EAVES FASCIA AND GUTTER PROFILE INSTALLED TO MANUFACTURERS SPECIFICATIONS.

ROOF STUCTURE

TIMBER ROOF TRUSSES SPACED AT 600MM MAX. TO MANUFACTURES DESIGN AND INSTALLLATION SPECIFICATIONS -CONCRETE ROOF TILES TO AS2050

Rev:	Date:	Comments:	Drawn:
7	25/8/20	SET FOR CONSTRUCTION AND REDHUB ISSUE	BDH
4	26/06/20	UPDATED BA SET FOR REVIEW / COORDINATION	BDH
3	23/05/20	PRELIMINARY TENDER SET	BDH
1	13/05/20	BA COORDINATION SET	BDH
B	13/05/19	DEVELOPMENT APPLICATION SET	BDH
A	4/2/19	SKETCH PLAN SET	BDH

Client Name:
Elevated Living

Project Name:
elio DENMAN PROSPECT

Project Address:

BLOCK 1, SECTION 69, DENMAN PROSPECT ACT

Drawing Title:

SITE SECTIONS 1

Z:\BDH\Fwd_Denman_v8\5_Elevated\Revit\DENMAN ELEV_5A.rvt

Project Architect:	FKA
Design Architect:	BDH
Checked:	FKA
Project No:	1901
Scale:	As indicated
Commenced:	FEB 19
Print Date:	9/09/2020 12:10:59 PM
Project Phase:	BA

A180
Issue: 7

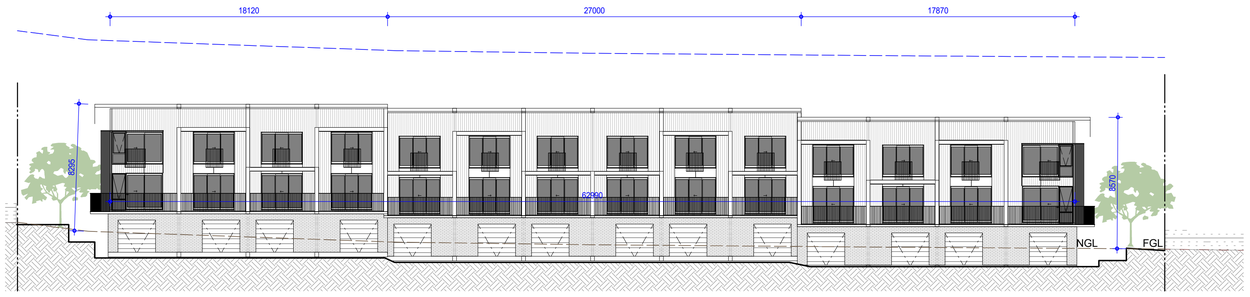
Absolute APPROVALS
Building Certification • Town Planning
COLA LICENSE: 2019816
ABN: 84 621 622 919

BCA Occupancy Class
1a(ii),10a & 10b
Type of Construction
N/A
BUILDING APPROVAL
Issued under s.28 of the
Building Act 2004.
Absolute Approvals PTY LTD

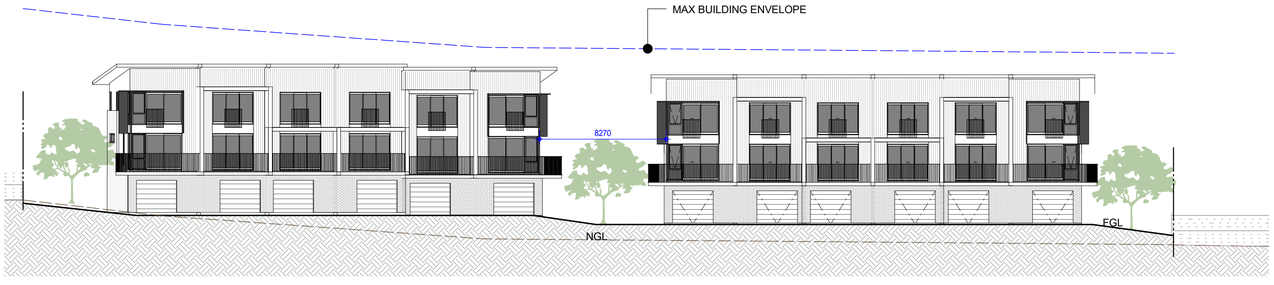
This Building Approval is to be read in conjunction with any Supporting Documents, Design Statements, Performance Solutions and Approval Letter.

Date of Approval:
30/09/2020

C **DRIVEWAY LOOKING AT BLOCKS B & H**
1 : 200



D **DRIVEWAY LOOKING AT BLOCK E**
1 : 200



E **DRIVEWAY LOOKING AT BLOCK C & G**
1 : 200

kasparek ARCHITECTS
architects@kasparek.com.au

SECTION NOTES

ALL CONSTRUCTION METHODS, INSTALLATIONS AND MATERIALS TO COMPLY WITH THE BCA, RELEVANT AUSTRALIAN STANDARDS, LOCAL AUTHORITIES
REQUIREMENTS AND APPLICABLE CODES.

FLOOR SLAB

INTERNAL BEAM CONCRETE RAFT SLAB, TO AS2870 REFER TO ENGINEERS SPECIFICATIONS

RAFT SLAB POLYSTYRENE VOID FORMER, REFER TO EER NOTES AND ENGINEERS SPECIFICATIONS FOR DEPTH SIZE

RAFT SLAB VAPOR BARRIER TO COMPLY WITH AS2870

EXTERNAL WALLS

90MM STUD, 50MM CAVITY, 110 BRICK VENEER CONSTRUCTION TO AS1684 AND AS3700 INSULATION TO AS3999, REFER TO EER NOTES FOR RATING

INTERNAL PLASTER BOARD LINING TYPICAL

FLASHINGS, WEEP HOLES DPC AND ARTICULATION JOINTS TO AS3700

INTERNAL WALLS

TIMBER STUD FRAME TO AS 1684 PLASTER BOARD WALL LINING TYPICAL

CEILINGS

PLASTER BOARD CEILING LINING TYPICAL. CEILING INSULATION TO AS3999, REFER TO EER NOTES FOR RATING.

EAVES

FC SHEETING TO EAVES SOFFIT TO AS1684. 600 TYPICAL

GUTTER AND FASCIA

COLOUR BOND STEEL EAVES FASCIA AND GUTTER PROFILE INSTALLED TO MANUFACTURERS SPECIFICATIONS.

ROOF STUCTURE

TIMBER ROOF TRUSSES SPACED AT 600MM MAX. TO MANUFACTURES DESIGN AND INSTALLLATION SPECIFICATIONS -CONCRETE ROOF TILES TO AS2050

Rev:	Date:	Comments:	Drawn:
7	25/8/20	SET FOR CONSTRUCTION AND REDHUB ISSUE	BDH
4	26/06/20	UPDATED BA SET FOR REVIEW / COORDINATION	BDH
3	23/05/20	PRELIMINARY TENDER SET	BDH
1	13/05/20	BA COORDINATION SET	BDH
B	13/05/19	DEVELOPMENT APPLICATION SET	BDH
A	4/2/19	SKETCH PLAN SET	BDH

Client Name:
Elevated Living

Project Name:
elio DENMAN PROSPECT

Project Address:

BLOCK 1, SECTION 69, DENMAN PROSPECT ACT

Drawing Title:

SITE SECTIONS 2

Z:\BDH\Fwd_Denman_s69_Elevated\Revit\DENMAN ELEV_54.rvt

Project Architect:	FKA	
Design Architect:	BDH	
Checked:	FKA	
Project No:	1901	
Scale:	As indicated	A181
Commenced:	FEB 19	
Print Date:	9/09/2020 12:11:07 PM	
Project Phase:	BA	Issue: 7

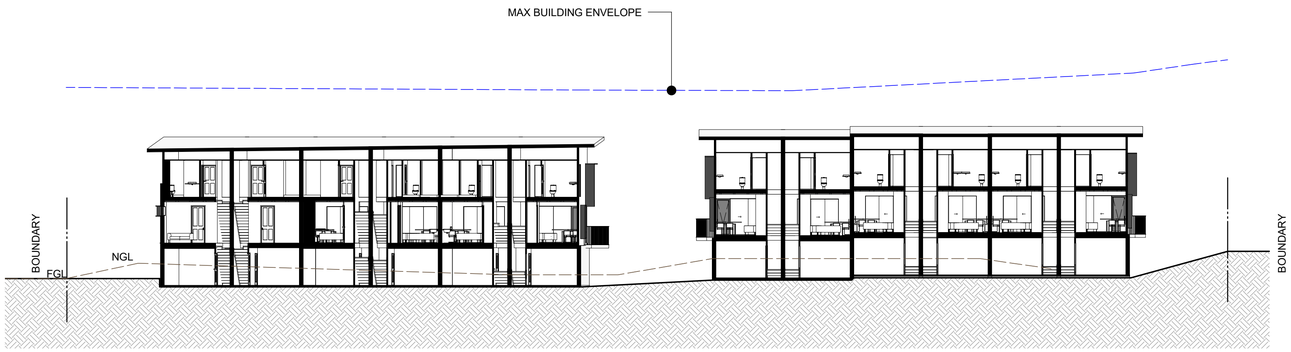
0 2m 4m 6m 8m 10m 20m
SCALE BAR 1:200

Absolute APPROVALS
Building Certification • Town Planning
COLA LICENSE: 2019816
ABN: 84 621 622 919

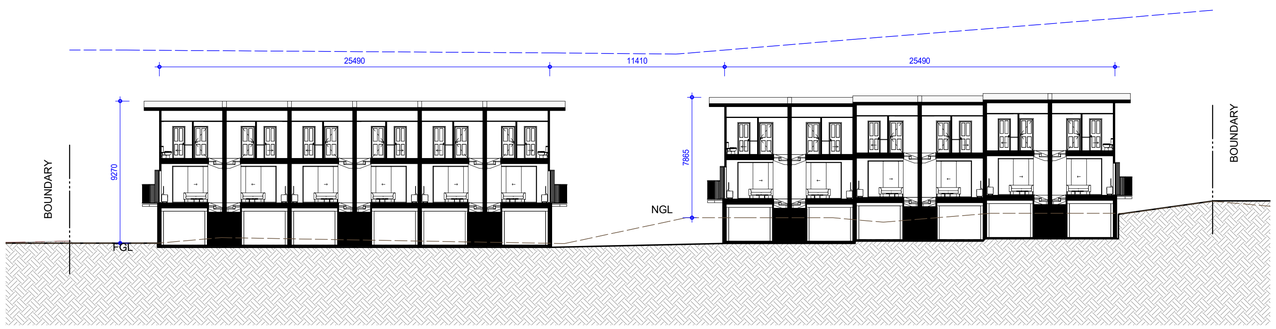
BCA Occupancy Class
1a(ii),10a & 10b
Type of Construction
N/A
BUILDING APPROVAL
Issued under s.28 of the
Building Act 2004.
Absolute Approvals PTY LTD
J.D Whytcross

This Building Approval is to be read in conjunction with any Supporting Documents, Design Statements, Performance Solutions and Approval Letter.

Date of Approval:
30/09/2020



F **CUT THROUGH BLOCKS C & G**
1 : 200



G **CUT THROUGH BLOCKS H & B**
1 : 200

kasparek ARCHITECTS
architects@kasparek.com.au

SECTION NOTES

ALL CONSTRUCTION METHODS, INSTALLATIONS AND MATERIALS TO COMPLY WITH THE BCA, RELEVANT AUSTRALIAN STANDARDS, LOCAL AUTHORITES
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FLOOR SLAB

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EXTERNAL WALLS

90MM STUD, 50MM CAVITY, 110 BRICK VENEER CONSTRUCTION TO AS1684 AND AS3700 INSULATION TO AS3999, REFER TO EER NOTES FOR RATING

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FLASHINGS, WEEP HOLES DPC AND ARTICULATION JOINTS TO AS3700

INTERNAL WALLS

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CEILINGS

PLASTER BOARD CEILING LINING TYPICAL. CEILING INSULATION TO AS3999, REFER TO EER NOTES FOR RATING.

EAVES

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GUTTER AND FASCIA

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ROOF STUCTURE

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Rev:	Date:	Comments:	Drawn:
7	25/8/20	SET FOR CONSTRUCTION AND REDHUB ISSUE	BDH
4	26/06/20	UPDATED BA SET FOR REVIEW / COORDINATION	BDH
3	23/05/20	PRELIMINARY TENDER SET	BDH
1	13/05/20	BA COORDINATION SET	BDH
B	13/05/19	DEVELOPMENT APPLICATION SET	BDH
A	4/2/19	SKETCH PLAN SET	BDH

Client Name:
Elevated Living

Project Name:
elio DENMAN PROSPECT

Project Address:

BLOCK 1, SECTION 69, DENMAN PROSPECT ACT

Drawing Title:

SITE SECTIONS 3

Z:\BDH\Fwd_Denman_v8\5_Elevated\Revit\DENMAN ELEV_5A.rvt

Project Architect:	FKA
Design Architect:	BDH
Checked:	FKA
Project No:	1901
Scale:	As indicated
Commenced:	FEB 19
Print Date:	9/09/2020 12:11:13 PM
Project Phase:	BA

A182
Issue: 7

AMENDED BUILDING APPROVAL FOR FLOOR LEVELS, LANDSCAPE CHANGES AND STRUCUTRAL CHANGES.

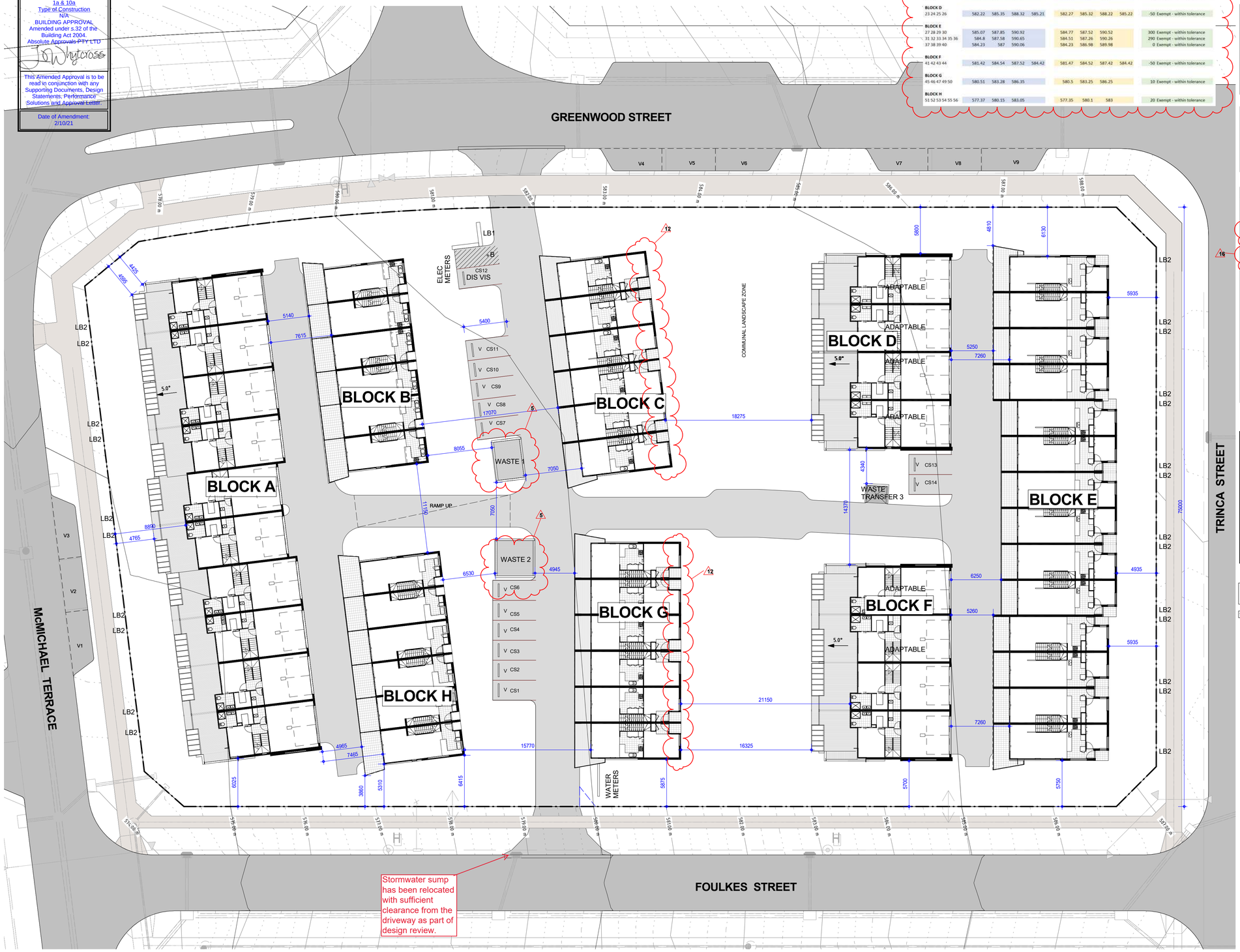
Absolute APPROVALS
Building Certification • Town Planning

COLA LICENSE: 2019816
ABN: 84 621 622 919

BCA Occupancy Class
1a & 10a
Type of Construction
N/A
BUILDING APPROVAL
Amended under s.32 of the Building Act 2004.
Absolute Approvals PTY LTD

This Amended Approval is to be read in conjunction with any Supporting Documents, Design Statements, Performance Solutions and Approval Letter.

Date of Amendment:
2/10/21



1 SITE PLAN - GROUND
1 : 250

AS CONSTRUCTED FFL					APPROVED FFL				
UNIT NUMBERS	LFL	GFL	UFL	GARAGE	LFL	GFL	UFL	GARAGE	DIFFERENCE (IN MM)
BLOCK A									
1 2 3 4	574.42	577.56	580.51	577.4	574.45	577.5	580.4	577.4	-30 Exempt - within tolerance
5 6	574.61	577.77	580.72	577.61	574.65	577.7	580.6	577.6	-40 Exempt - within tolerance
7 8	574.7	577.84	580.82	577.71	574.75	577.8	580.7	577.7	-50 Exempt - within tolerance
9 10	574.86	578	580.97	577.85	574.9	577.95	580.85	577.85	-40 Exempt - within tolerance
BLOCK B									
11 12	577.86	580.64	583.55		577.85	580.6	583.5		10 Exempt - within tolerance
13 14	577.71	580.48	583.39		577.7	580.45	583.35		10 Exempt - within tolerance
15 16	577.6	580.48	583.39		577.6	580.35	583.25		0 Exempt - within tolerance
BLOCK C									
17 18 19 20	581.19	583.96	587.03		581.19	583.94	586.94		0 Exempt - within tolerance
21 22	580.99	583.76	587.02		580.99	583.74	586.74		0 Exempt - within tolerance
BLOCK D									
23 24 25 26	582.22	585.35	588.32	585.21	582.27	585.32	588.22	585.22	-50 Exempt - within tolerance
BLOCK E									
27 28 29 30	585.07	587.85	590.92		584.77	587.52	590.52		300 Exempt - within tolerance
31 32 33 34 35 36	584.8	587.58	590.65		584.51	587.26	590.26		290 Exempt - within tolerance
37 38 39 40	584.23	587	590.06		584.23	586.98	589.98		0 Exempt - within tolerance
BLOCK F									
41 42 43 44	581.42	584.54	587.52	584.42	581.47	584.52	587.42	584.42	-50 Exempt - within tolerance
BLOCK G									
45 46 47 49 50	580.51	583.28	586.35		580.5	583.25	586.25		10 Exempt - within tolerance
BLOCK H									
51 52 53 54 55 56	577.37	580.15	583.05		577.35	580.1	583		20 Exempt - within tolerance

EER NOTES

- 225mm WAFFLE PODS TO CONCRETE SLAB UNO
- R5.0 CEILING INSULATION
- R2 WALL INSULATION TYPICAL
- SINGLE GLAZING TO ALL WINDOWS
- PROVIDE SEALS TO ALL EXTERNAL DOORS, WINDOWS & EXTERNAL EXHAUST FANS
- SARKING TO UNDERSIDE OF METAL ROOFS
- AFFORDABLE UNITS NOMINATED xxx

WASTE & RECYCLING NOTES

WASTE ENCLOSURE

2 ENCLOSURES PROPOSED AND 1 TRANSFERE STATION

5680 RECYCLING GENERATED PER WEEK
6 OFF 1100l HOPPERS FOR RECYCLING PROVIDED - TO BE EMPTIED WEEKLY

6240 WASTE GENERATED PER WEEK
2 OFF 3000l HOPPER FOR WASTE PROVIDED - TO BE WEEKLY

LETTERBOX NOTES

LETTERBOXES ARE TO BE NUMBERED VERTICALLY TOP TO BOTTOM IN ACCORDANCE WITH AUSTPOST STANDARDS.
THIS IS TO ENSURE THE POSTMAN DOES NOT NEED TO DOUBLE-BACK OR DISMOUNT FROM THEIR BIKE TO DEPOSIT THE LETTERS INTO MAILBOXES.
LETTERBOX LOCATION IS DENOTED WITH AN "LB"

SITE STATISTICS

SITE AREA

SITE AREA:	9646m²

GFA

LOWER FLOOR GFA:	2280m²
GROUND FLOOR GFA:	2950m²
UPPER FLOOR GFA:	2484m²
TOTAL GFA:	7714 m²
PLOT RATIO	
PROVIDED PLOT RATIO:	0.79
PERMISSABLE PLOT RATIO:	0.8

SITE COVER

BUILDING FOOTPRINT:	2951m²
DRIVEWAY AREA:	1844 m²
DEEP ROOT PLANTING AREA:	4851 m²
DEEP ROOT PLANTING PERCENTAGE:	50%
COS (EXCL DRIVEWAYS):	3178 m²

PARKING

REQUIREMENTS	
1.5 SPACES PER 2 BED UNIT:	36
2 SPACES PER 3 BED UNIT:	64
1 VISITOR SPACE PER 4 UNITS:	14
TOTAL CARSPACES REQUIRED:	114
PROVIDED	
2 SPACES PER 2 BED UNIT:	48
2 SPACES PER 3 BED UNIT:	64
VISITOR SPACES PROVIDED (ONSITE):	14
VISITOR SPACES PROVIDED (OFFSITE):	9
TOTAL CARSPACES PROVIDED:	135

SITE PLAN NOTES

(1) BLOCK BEARINGS, LENGTHS & CONTOURS TO BE CONFIRMED BY SURVEYOR BEFORE ANY CONSTRUCTION HAS STARTED.

(2) NO CUT, FILL OR RETAINING WALLS ARE TO ENCROACH ANY PART OF THE EASEMENT.

(3) A MINIMUM OF 50% OF THE PRIVATE OPEN SPACE IS TO BE RETAINED AS PLANTING AREA.

(4) EROSION & SEDIMENT CONTROL: THE DEVELOPMENT WILL COMPLY WITH THE ACT ENVIRONMENT PROTECTION GUIDELINES FOR CONSTRUCTION & LAND DEVELOPMENT ON THE ACT 2007.

(5) ALL RESIDENTIAL BICYCLE STORAGE TO BE ACCOMODATED WITHIN GARAGES

SITE GFA

9646 m²

UNIT SUMMARY

U1	123.2 m²
U2	122.9 m²
U3	122.6 m²
U4	123.1 m²
U5	123.5 m²
U6	123.3 m²
U7	123.0 m²
U8	122.6 m²
U9	122.8 m²
U10	123.3 m²
U11	86.2 m²
U12	85.9 m²
U13	85.4 m²
U14	85.4 m²
U15	86.3 m²
U16	85.8 m²
U17	99.0 m²
U18	97.2 m²
U19	97.1 m²
U20	97.1 m²
U21	97.2 m²
U22	99.0 m²
U23	143.5 m²
U24	141.6 m²
U25	141.6 m²
U26	142.4 m²
U27	100.9 m²
U28	100.9 m²
U29	100.9 m²
U30	100.5 m²
U31	101.5 m²
U32	100.9 m²
U33	100.9 m²
U34	100.9 m²
U35	100.9 m²
U36	101.1 m²
U37	101.0 m²
U38	100.9 m²
U39	100.8 m²
U40	100.8 m²
U41	142.2 m²
U42	141.3 m²
U43	141.4 m²
U44	143.4 m²
U45	99.3 m²
U46	97.6 m²
U47	97.6 m²
U48	97.6 m²
U49	97.5 m²
U50	99.4 m²
U51	84.5 m²
U52	84.9 m²
U53	84.9 m²
U54	84.9 m²
U55	84.6 m²
U56	85.0 m²
	5979.8 m²

FLOOR PLAN LEGEND

AWD	ALUMINIUM WINDOWS AND DOORS
BTH	BATH RM TUB
CFG	COLORBOND FASCIA AND GUTTER
CONC	CONCRETE STEEL TROWEL FINISH
CPT	100% WOOL CARPET ON RUBBER UNDERLAY
CL	PARALINE CLOTHESLINE WITH PRIVACY SCREEN WHERE VISIBLE TO STREET
CRT	CONCRETE ROOF TILES
CSD	CAVITY SLIDING DOOR
DP	DOWNPIPES
DR	DRYER PROVISION
DW	DISHWASHER PROVISION
F	FRIDGE PROVISION
FBK	FACE BRICKWORK - SEE FINISHES SCHEDULE
FGL	FINISHED GROUND LINE
FW	FLOOR WASTE WITH SUITABLE CAMBER
GAS	GAS METER LOCATION
HB	HAND BASIN
HP	HEAT PUMP - EXCHANGE UNIT PER LDA REQ'M
HWS	HOT WATER SYSTEM
PS	PRIVACY SCREEN
LB	LETTERBOX
MB	METER BOARD LOCATION
MR	MIRROR WITH RECESSED MEDICINE CABINET
NGL	NATURAL GROUND LINE
OHC	OVER HEAD CUPBOARDS
OV	OVEN
PTY	PANTRY
RH	RANGEHOOD
SK	SKYLIGHT
SHR	ALUMINIUM AND GLASS SHOWER SCREEN
SPH	RECESSED SOAP HOLDER
T	LAUNDRY TUB
TAP	TAPWARE
TLE	NON-SLIP CERAMIC FLOOR TILES
TR	TOWEL RAIL
V	VANITY UNIT
WC	TOILET SUITE
WM	WASHING MACHINE PROVISION
RWT	RAINWATER TANK

REFER TO DRAWING A350 - A355 FOR ALL AREAS OF UNITS
REFER TO DRAWING A450 FOR SECTION AND ELEVATION
REFERENCES - NOTES ELEVATION NUMBER AND DRAWING SHEET REFERENCE

Rev.	Date:	Comments:	Drawn:
40	12/7/21	WAE BUILDING HEIGHTS SHOWN (WITHIN EXEMPT TOLERANCE)	BDH
16	10/11/20	MINOR UPDATES AND ISSUE	BDH
12	9/11/20	ALIGN UPPER WALLS WITH GARAGE	BDH
7	25/8/20	SET FOR CONSTRUCTION AND REDHUB ISSUE	BDH
5	03/08/20	REVISED WASTE ENCLOSURE SIZE	BDH
4	26/06/20	UPDATED BA SET FOR REVIEW / COORDINATION	BDH
3	23/05/20	PRELIMINARY TENDER SET	BDH
1	13/05/20	BA COORDINATION SET	BDH
B	13/05/19	DEVELOPMENT APPLICATION SET	BDH
A	4/2/19	SKETCH PLAN SET	BDH

kasparek ARCHITECTS
architects@kasparek.com.au

Client Name:
Elevated Living

Project Name:
elio DENMAN PROSPECT

Project Address:
BLOCK 1, SECTION 69, DENMAN PROSPECT ACT

Drawing Title:
SITE PLAN - GROUND FLOOR

F:\09 kdh bak 080921\BDH_COMPLETED\Fred_Denman_a99_ElevatedRent\DENMAN ELEV_01-areas.rvt

Project Architect:	FKA
Design Architect:	BDH
Checked:	FKA
Project No:	1901
Scale:	As indicated
Commenced:	FEB 19
Print Date:	16/09/2021 4:18:41 PM
Project Phase:	BA

NORTH

A111
Issue: 40

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL AMENDED
PURSUANT TO SECTION 198
IN RESPECT OF THE NOMINATED AMENDMENTS ONLY

Delegate name NICOLE DI CAMPLI

Date 29/9/2021

0 2.5m 5m 7.5m 10m 12.5m 25m
SCALE BAR 1:250

AMENDED BUILDING APPROVAL FOR FLOOR LEVELS, LANDSCAPE CHANGES AND STRUCUTRAL CHANGES.

Absolute APPROVALS
Building Certification • Town Planning

COLA LICENSE: 2019816
ABN: 84 621 622 919

BCA Occupancy Class
1a & 10a
Type of Construction
N/A
BUILDING APPROVAL
Amended under s.32 of the Building Act 2004.
Absolute Approvals PTY LTD

This Amended Approval is to be read in conjunction with any Supporting Documents, Design Statements, Performance Solutions and Approval Letter.

Date of Amendment:
2/10/21

AS CONSTRUCTED FFL / APPROVED FFL

UNIT NUMBERS	AS CONSTRUCTED FFL LFL	GFL	UFL	GARAGE	APPROVED FFL LFL	GFL	UFL	GARAGE	DIFFERENCE (IN MM)
BLOCK A									
1 2 3 4	574.42	577.56	580.51	577.4	574.45	577.5	580.4	577.4	-30 Exempt - within tolerance
5 6	574.61	577.77	580.72	577.61	574.65	577.7	580.6	577.6	-40 Exempt - within tolerance
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9 10	574.86	578	580.97	577.85	574.9	577.95	580.85	577.85	-40 Exempt - within tolerance
BLOCK B									
11 12	577.86	580.64	583.55		577.85	580.6	583.5		10 Exempt - within tolerance
13 14	577.71	580.48	583.39		577.7	580.45	583.35		10 Exempt - within tolerance
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BLOCK C									
17 18 19 20	581.19	583.96	587.03		581.19	583.94	586.94		0 Exempt - within tolerance
21 22	580.99	583.76	587.02		580.99	583.74	586.74		0 Exempt - within tolerance
BLOCK D									
23 24 25 26	582.22	585.35	588.32	585.21	582.27	585.32	588.22	585.22	-50 Exempt - within tolerance
BLOCK E									
27 28 29 30	585.07	587.85	590.92		584.77	587.52	590.52		300 Exempt - within tolerance
31 32 33 34 35 36	584.8	587.58	590.65		584.51	587.26	590.26		290 Exempt - within tolerance
37 38 39 40	584.23	587	590.06		584.23	586.98	589.98		0 Exempt - within tolerance
BLOCK F									
41 42 43 44	581.42	584.54	587.52	584.42	581.47	584.52	587.42	584.42	-50 Exempt - within tolerance
BLOCK G									
45 46 47 49 50	580.51	583.28	586.35		580.5	583.25	586.25		10 Exempt - within tolerance
BLOCK H									
51 52 53 54 55 56	577.37	580.15	583.05		577.35	580.1	583		20 Exempt - within tolerance

GREENWOOD STREET

FOULKES STREET

McMICHAEL TERRACE

TRINCA STREET

BLOCK A
BLOCK B
BLOCK C
BLOCK D
BLOCK E
BLOCK F
BLOCK G
BLOCK H
LB1
CS12
DIS VIS
WASTE
WASTE 2
WASTE TRANSFER 3
CS11
CS10
CS9
CS8
CS7
CS6
CS5
CS4
CS3
CS2
CS1
CS13
CS14
ADAPTABLE
COMMUNAL LANDSCAPE ZONE
RAMP UP
V1
V2
V3
V4
V5
V6
V7
V8
V9
HATCHED REGION DENOTES BUILDING ABOVE

Stormwater sump has been relocated with sufficient clearance from the driveway as part of design review.

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL AMENDED
PURSUANT TO SECTION 198
IN RESPECT OF THE NOMINATED AMENDMENTS ONLY

Delegate name NICOLE DI CAMPLI

Date 29/9/2021

1 **SITE PLAN - LOWER**
1 : 250

0 2.5m 5m 7.5m 10m 12.5m 25m
SCALE BAR 1:250

EER NOTES

- 225mm WAFFLE PODS TO CONCRETE SLAB UNO
- R5.0 CEILING INSULATION
- R2 WALL INSULATION TYPICAL
- SINGLE GLAZING TO ALL WINDOWS
- PROVIDE SEALS TO ALL EXTERNAL DOORS, WINDOWS & EXTERNAL EXHAUST FANS
- SARKING TO UNDERSIDE OF METAL ROOFS
- AFFORDABLE UNITS NOMINATED xxx

WASTE & RECYCLING NOTES

WASTE ENCLOSURE

2 ENCLOSURES PROPOSED AND 1 TRANSFERE STATION

5680 RECYCLING GENERATED PER WEEK
6 OFF 1100l HOPPERS FOR RECYCLING PROVIDED - TO BE EMPTIED WEEKLY

6240 WASTE GENERATED PER WEEK
2 OFF 3000l HOPPER FOR WASTE PROVIDED - TO BE WEEKLY

LETTERBOX NOTES

LETTERBOXES ARE TO BE NUMBERED VERTICALLY TOP TO BOTTOM IN ACCORDANCE WITH AUSTPOST STANDARDS.
THIS IS TO ENSURE THE POSTMAN DOES NOT NEED TO DOUBLE-BACK OR DISMOUNT FROM THEIR BIKE TO DEPOSIT THE LETTERS INTO MAILBOXES.
LETTERBOX LOCATION IS DENOTED WITH AN "LB"

SITE STATISTICS

SITE AREA

SITE AREA:	9646m²

GFA

LOWER FLOOR GFA:	2280m²
GROUND FLOOR GFA:	2950m²
UPPER FLOOR GFA:	2484m²
TOTAL GFA:	7714 m²
PLOT RATIO	
PROVIDED PLOT RATIO:	0.79
PERMISSABLE PLOT RATIO:	0.8

SITE COVER

BUILDING FOOTPRINT:	2951m²
DRIVEWAY AREA:	1844 m²
DEEP ROOT PLANTING AREA:	4851 m²
DEEP ROOT PLANTING PERCENTAGE:	50%
COS (EXCL DRIVEWAYS):	3178 m²

PARKING

REQUIREMENTS	
1.5 SPACES PER 2 BED UNIT:	36
2 SPACES PER 3 BED UNIT:	64
1 VISITOR SPACE PER 4 UNITS:	14
TOTAL CARSPACES REQUIRED:	114

PROVIDED	
2 SPACES PER 2 BED UNIT:	48
2 SPACES PER 3 BED UNIT:	64
VISITOR SPACES PROVIDED (ONSITE):	14
VISITOR SPACES PROVIDED (OFFSITE):	9
TOTAL CARSPACES PROVIDED:	135

SITE PLAN NOTES

(1) BLOCK BEARINGS, LENGTHS & CONTOURS TO BE CONFIRMED BY SURVEYOR BEFORE ANY CONSTRUCTION HAS STARTED.

(2) NO CUT, FILL OR RETAINING WALLS ARE TO ENCROACH ANY PART OF THE EASEMENT.

(3) A MINIMUM OF 50% OF THE PRIVATE OPEN SPACE IS TO BE RETAINED AS PLANTING AREA.

(4) EROSION & SEDIMENT CONTROL: THE DEVELOPMENT WILL COMPLY WITH THE ACT ENVIRONMENT PROTECTION GUIDELINES FOR CONSTRUCTION & LAND DEVELOPMENT ON THE ACT 2007.

(5) ALL RESIDENTIAL BICYCLE STORAGE TO BE ACCOMODATED WITHIN GARAGES

SITE GFA
9646 m²

UNIT SUMMARY

U1	123.2 m²
U2	122.9 m²
U3	122.6 m²
U4	123.1 m²
U5	123.5 m²
U6	123.3 m²
U7	123.0 m²
U8	122.6 m²
U9	122.8 m²
U10	123.3 m²
U11	86.2 m²
U12	85.9 m²
U13	85.4 m²
U14	85.4 m²
U15	86.3 m²
U16	85.8 m²
U17	99.0 m²
U18	97.2 m²
U19	97.1 m²
U20	97.1 m²
U21	97.2 m²
U22	99.0 m²
U23	143.5 m²
U24	141.6 m²
U25	141.6 m²
U26	142.4 m²
U27	100.9 m²
U28	100.9 m²
U29	100.9 m²
U30	100.5 m²
U31	101.5 m²
U32	100.9 m²
U33	100.9 m²
U34	100.9 m²
U35	100.9 m²
U36	101.1 m²
U37	101.0 m²
U38	100.9 m²
U39	100.8 m²
U40	100.8 m²
U41	142.2 m²
U42	141.3 m²
U43	141.4 m²
U44	143.4 m²
U45	99.3 m²
U46	97.6 m²
U47	97.6 m²
U48	97.6 m²
U49	97.5 m²
U50	99.4 m²
U51	84.5 m²
U52	84.9 m²
U53	84.9 m²
U54	84.9 m²
U55	84.6 m²
U56	85.0 m²
	5979.8 m²

kasparek ARCHITECTS
architects@kasparek.com.au

FLOOR PLAN LEGEND

AWD	ALUMINIUM WINDOWS AND DOORS
BTH	BATH RM TUB
CFG	COLORBOND FASCIA AND GUTTER
CONC	CONCRETE STEEL TROWEL FINISH
CPT	100% WOOL CARPET ON RUBBER UNDERLAY
CL	PARALINE CLOTHESLINE WITH PRIVACY SCREEN WHERE VISIBLE TO STREET
CRT	CONCRETE ROOF TILES
CSD	CAVITY SLIDING DOOR
DP	DOWNPIPES
DR	DRYER PROVISION
DW	DISHWASHER PROVISION
F	FRIDGE PROVISION
FBK	FACE BRICKWORK - SEE FINISHES SCHEDULE
FGL	FINISHED GROUND LINE
FW	FLOOR WASTE WITH SUITABLE CAMBER
GAS	GAS METER LOCATION
HB	HAND BASIN
HP	HEAT PUMP - EXCHANGE UNIT PER LDA REQ'M
HWS	HOT WATER SYSTEM
PS	PRIVACY SCREEN
LB	LETTERBOX
MB	METER BOARD LOCATION
MR	MIRROR WITH RECESSED MEDICINE CABINET
NGL	NATURAL GROUND LINE
OHC	OVER HEAD CUPBOARDS
OV	OVEN
PTY	PANTRY
RH	RANGEHOOD
SK	SKYLIGHT
SHR	ALUMINIUM AND GLASS SHOWER SCREEN
SPH	RECESSED SOAP HOLDER
T	LAUNDRY TUB
TAP	TAPWARE
TLE	NON-SLIP CERAMIC FLOOR TILES
TR	TOWEL RAIL
V	VANITY UNIT
WC	TOILET SUITE
WM	WASHING MACHINE PROVISION
RWT	RAINWATER TANK

REFER TO DRAWING A350 - A355 FOR ALL AREAS OF UNITS
REFER TO DRAWING A450 FOR SECTION AND ELEVATION
REFERENCES - NOTES ELEVATION NUMBER AND DRAWING SHEET REFERENCE

Rev.	Date	Comments:	Drawn
41	16/9/21	BLOCK E BASEMENT RETAINING WALLS ALIGNED WITH GROUND FLOOR WALLS ABOVE	BDH
40	12/7/21	WAE BUILDING HEIGHTS SHOWN (WITHIN EXEMPT TOLERANCE)	BDH
16	10/11/20	MINOR UPDATES AND ISSUE	BDH
14	9/11/20	STRAIGHTEN RETAINING WALL	BDH
7	25/8/20	SET FOR CONSTRUCTION AND REDHUB ISSUE	BDH
6	25/08/20	REVISE SUB FLOOR DETAIL TO BLOCKS A D AND F	BDH
5	03/08/20	REVISED WASTE ENCLOSURE SIZE	BDH
4	26/06/20	UPDATED BA SET FOR REVIEW / COORDINATION	BDH
3	23/05/20	PRELIMINARY TENDER SET	BDH
1	13/05/20	BA COORDINATION SET	BDH
B	13/05/19	DEVELOPMENT APPLICATION SET	BDH
A	4/2/19	SKETCH PLAN SET	BDH

Client Name:
Elevated Living

Project Name:
elio DENMAN PROSPECT

Project Address:

BLOCK 1, SECTION 69, DENMAN PROSPECT ACT

Drawing Title:

SITE PLAN - LOWER FLOOR

F:\09 kdh bak 080921\BDH_COMPLETED\Fred_Denman_a99_Elevated\Revit\DENMAN ELEV_01-smeis.rvt

Project Architect:	FKA
Design Architect:	BDH
Checked:	FKA
Project No:	1901
Scale:	As indicated
Commenced:	FEB 19
Print Date:	16/09/2021 4:18:36 PM
Project Phase:	BA

NORTH

A110
Issue: 41

AMENDED BUILDING APPROVAL FOR FLOOR LEVELS, LANDSCAPE CHANGES AND STRUCUTRAL CHANGES.

Absolute APPROVALS
Building Certification • Town Planning

COLA LICENSE: 2019816
ABN: 84 621 622 919

BCA Occupancy Class
1a & 10a
Type of Construction
N/A
BUILDING APPROVAL
Amended under s.32 of the Building Act 2004
Absolute Approvals PTY LTD

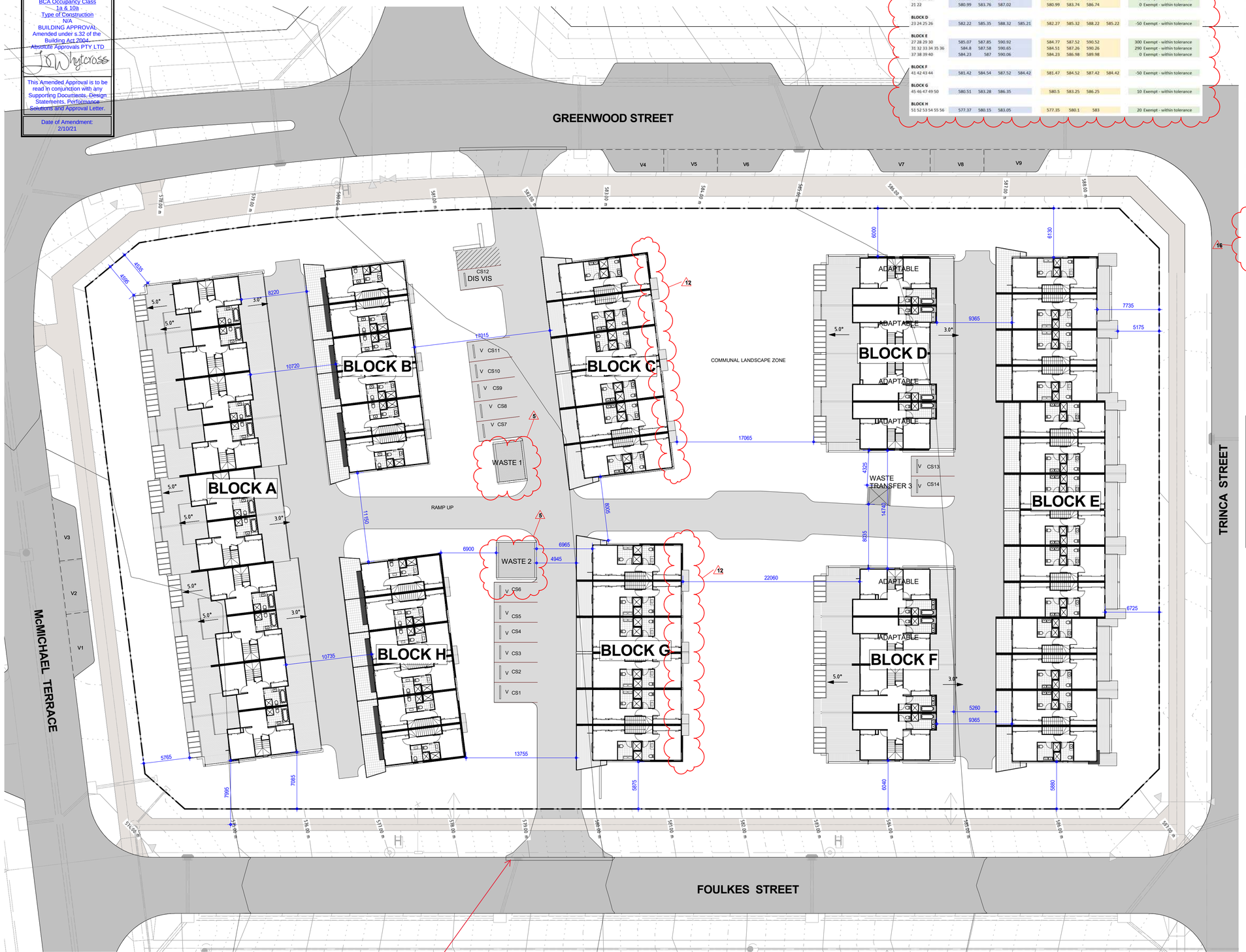
This Amended Approval is to be read in conjunction with any Supporting Documents, Design Statements, Performance Solutions and Approval Letter.

Date of Amendment:
2/10/21

40

AS CONSTRUCTED FFL / APPROVED FFL

UNIT NUMBERS	AS CONSTRUCTED FFL LFL	GFL	UFL	GARAGE	APPROVED FFL LFL	GFL	UFL	GARAGE	DIFFERENCE (IN MM)
BLOCK A									
1 2 3 4	574.42	577.56	580.51	577.4	574.45	577.5	580.4	577.4	-30 Exempt - within tolerance
5 6	574.61	577.77	580.72	577.61	574.65	577.7	580.6	577.6	-40 Exempt - within tolerance
7 8	574.7	577.84	580.82	577.71	574.75	577.8	580.7	577.7	-50 Exempt - within tolerance
9 10	574.86	578	580.97	577.85	574.9	577.95	580.85	577.85	-40 Exempt - within tolerance
BLOCK B									
11 12	577.86	580.64	583.55		577.85	580.6	583.5		10 Exempt - within tolerance
13 14	577.71	580.48	583.39		577.7	580.45	583.35		10 Exempt - within tolerance
15 16	577.6	580.48	583.39		577.6	580.35	583.25		0 Exempt - within tolerance
BLOCK C									
17 18 19 20	581.19	583.96	587.03		581.19	583.94	586.94		0 Exempt - within tolerance
21 22	580.99	583.76	587.02		580.99	583.74	586.74		0 Exempt - within tolerance
BLOCK D									
23 24 25 26	582.22	585.35	588.32	585.21	582.27	585.32	588.22	585.22	-50 Exempt - within tolerance
BLOCK E									
27 28 29 30	585.07	587.85	590.92		584.77	587.52	590.52		300 Exempt - within tolerance
31 32 33 34 35 36	584.8	587.58	590.65		584.51	587.26	590.26		290 Exempt - within tolerance
37 38 39 40	584.23	587	590.06		584.23	586.98	589.98		0 Exempt - within tolerance
BLOCK F									
41 42 43 44	581.42	584.54	587.52	584.42	581.47	584.52	587.42	584.42	-50 Exempt - within tolerance
BLOCK G									
45 46 47 49 50	580.51	583.28	586.35		580.5	583.25	586.25		10 Exempt - within tolerance
BLOCK H									
51 52 53 54 55 56	577.37	580.15	583.05		577.35	580.1	583		20 Exempt - within tolerance



EER NOTES

- 225mm WAFFLE PODS TO CONCRETE SLAB UNO
- R5.0 CEILING INSULATION
- R2 WALL INSULATION TYPICAL
- SINGLE GLAZING TO ALL WINDOWS
- PROVIDE SEALS TO ALL EXTERNAL DOORS, WINDOWS & EXTERNAL EXHAUST FANS
- SARKING TO UNDERSIDE OF METAL ROOFS
- AFFORDABLE UNITS NOMINATED xxx

WASTE & RECYCLING NOTES

WASTE ENCLOSURE

2 ENCLOSURES PROPOSED AND 1 TRANSFERE STATION

5680 RECYCLING GENERATED PER WEEK
6 OFF 1100l HOPPERS FOR RECYCLING PROVIDED - TO BE EMPTIED WEEKLY

6240 WASTE GENERATED PER WEEK
2 OFF 3000l HOPPER FOR WASTE PROVIDED - TO BE WEEKLY

LETTERBOX NOTES

LETTERBOXES ARE TO BE NUMBERED VERTICALLY TOP TO BOTTOM IN ACCORDANCE WITH AUSTPOST STANDARDS.
THIS IS TO ENSURE THE POSTMAN DOES NOT NEED TO DOUBLE-BACK OR DISMOUNT FROM THEIR BIKE TO DEPOSIT THE LETTERS INTO MAILBOXES.
LETTERBOX LOCATION IS DENOTED WITH AN "LB"

SITE STATISTICS

SITE AREA

SITE AREA:	9646m²

GFA

LOWER FLOOR GFA:	2280m²
GROUND FLOOR GFA:	2950m²
UPPER FLOOR GFA:	2484m²
TOTAL GFA:	7714 m²
PLOT RATIO	
PROVIDED PLOT RATIO:	0.79
PERMISSABLE PLOT RATIO:	0.8

SITE COVER

BUILDING FOOTPRINT:	2951m²
DRIVEWAY AREA:	1844 m²
DEEP ROOT PLANTING AREA:	4851 m²
DEEP ROOT PLANTING PERCENTAGE:	50%
COS (EXCL DRIVEWAYS):	3178 m²

PARKING

REQUIREMENTS

1.5 SPACES PER 2 BED UNIT:	36
2 SPACES PER 3 BED UNIT:	64
1 VISITOR SPACE PER 4 UNITS:	14
TOTAL CARSPACES REQUIRED:	114

PROVIDED

2 SPACES PER 2 BED UNIT:	48
2 SPACES PER 3 BED UNIT:	64
VISITOR SPACES PROVIDED (ONSITE):	14
VISITOR SPACES PROVIDED (OFFSITE):	9
TOTAL CARSPACES PROVIDED:	135

SITE PLAN NOTES

(1) BLOCK BEARINGS, LENGTHS & CONTOURS TO BE CONFIRMED BY SURVEYOR BEFORE ANY CONSTRUCTION HAS STARTED.

(2) NO CUT, FILL OR RETAINING WALLS ARE TO ENCROACH ANY PART OF THE EASEMENT.

(3) A MINIMUM OF 50% OF THE PRIVATE OPEN SPACE IS TO BE RETAINED AS PLANTING AREA.

(4) EROSION & SEDIMENT CONTROL: THE DEVELOPMENT WILL COMPLY WITH THE ACT ENVIRONMENT PROTECTION GUIDELINES FOR CONSTRUCTION & LAND DEVELOPMENT ON THE ACT 2007.

(5) ALL RESIDENTIAL BICYCLE STORAGE TO BE ACCOMODATED WITHIN GARAGES

SITE GFA	UNIT SUMMARY	
9646 m²	U1	123.2 m²
	U2	122.9 m²
	U3	122.6 m²
	U4	123.1 m²
	U5	123.5 m²
	U6	123.3 m²
	U7	123.0 m²
	U8	122.6 m²
	U9	122.8 m²
	U10	123.3 m²
	U11	86.2 m²
	U12	85.9 m²
	U13	85.4 m²
	U14	85.4 m²
	U15	86.3 m²
	U16	85.8 m²
	U17	99.0 m²
	U18	97.2 m²
	U19	97.1 m²
	U20	97.1 m²
	U21	97.2 m²
	U22	99.0 m²
	U23	143.5 m²
	U24	141.6 m²
	U25	141.6 m²
	U26	142.4 m²
	U27	100.9 m²
	U28	100.9 m²
	U29	100.9 m²
	U30	100.5 m²
	U31	101.5 m²
	U32	100.9 m²
	U33	100.9 m²
	U34	100.9 m²
	U35	100.9 m²
	U36	101.1 m²
	U37	101.0 m²
	U38	100.9 m²
	U39	100.8 m²
	U40	100.8 m²
	U41	142.2 m²
	U42	141.3 m²
	U43	141.4 m²
	U44	143.4 m²
	U45	99.3 m²
	U46	97.6 m²
	U47	97.6 m²
	U48	97.6 m²
	U49	97.5 m²
	U50	99.4 m²
	U51	84.5 m²
	U52	84.9 m²
	U53	84.9 m²
	U54	84.9 m²
	U55	84.6 m²
	U56	85.0 m²
		5979.8 m²

0 2.5m 5m 7.5m 10m 12.5m 25m
SCALE BAR 1:250

FLOOR PLAN LEGEND

AWD	ALUMINIUM WINDOWS AND DOORS
BTH	BATH RM TUB
CFG	COLORBOND FASCIA AND GUTTER
CONC	CONCRETE STEEL TROWEL FINISH
CPT	100% WOOL CARPET ON RUBBER UNDERLAY
CL	PARALINE CLOTHESLINE WITH PRIVACY SCREEN WHERE VISIBLE TO STREET
CRT	CONCRETE ROOF TILES
CSD	CAVITY SLIDING DOOR
DP	DOWNPIPES
DR	DRYER PROVISION
DW	DISHWASHER PROVISION
F	FRIDGE PROVISION
FBK	FACE BRICKWORK - SEE FINISHES SCHEDULE
FGL	FINISHED GROUND LINE
FW	FLOOR WASTE WITH SUITABLE CAMBER
GAS	GAS METER LOCATION
HB	HAND BASIN
HP	HEAT PUMP - EXCHANGE UNIT PER LDA REQ'M
HWS	HOT WATER SYSTEM
PS	PRIVACY SCREEN
LB	LETTERBOX
MB	METER BOARD LOCATION
MR	MIRROR WITH RECESSED MEDICINE CABINET
NGL	NATURAL GROUND LINE
OHC	OVER HEAD CUPBOARDS
OV	OVEN
PTY	PANTRY
RH	RANGEHOOD
SK	SKYLIGHT
SHR	ALUMINIUM AND GLASS SHOWER SCREEN
SPH	RECESSED SOAP HOLDER
T	LAUNDRY TUB
TAP	TAPWARE
TLE	NON-SLIP CERAMIC FLOOR TILES
TR	TOWEL RAIL
V	VANITY UNIT
WC	TOILET SUITE
WM	WASHING MACHINE PROVISION
RWT	RAINWATER TANK

REFER TO DRAWING A350 - A355 FOR ALL AREAS OF UNITS
REFER TO DRAWING A450 FOR SECTION AND ELEVATION
REFERENCES - NOTES ELEVATION NUMBER AND DRAWING SHEET REFERENCE

Rev.	Date:	Comments:	Drawn:
40	12/7/21	WAE BUILDING HEIGHTS SHOWN (WITHIN EXEMPT TOLERANCE)	BDH
16	10/11/20	MINOR UPDATES AND ISSUE	BDH
12	9/11/20	ALIGN UPPER WALLS WITH GARAGE	BDH
7	25/8/20	SET FOR CONSTRUCTION AND REDHUB ISSUE	BDH
5	03/08/20	REVISED WASTE ENCLOSURE SIZE	BDH
4	26/06/20	UPDATED BA SET FOR REVIEW / COORDINATION	BDH
3	23/05/20	PRELIMINARY TENDER SET	BDH
1	13/05/20	BA COORDINATION SET	BDH
B	13/05/19	DEVELOPMENT APPLICATION SET	BDH
A	4/2/19	SKETCH PLAN SET	BDH

Client Name: Elevated Living

Project Name: elio DENMAN PROSPECT

Project Address:

BLOCK 1, SECTION 69, DENMAN PROSPECT ACT

Drawing Title:

SITE PLAN - UPPER FLOOR

F:\09 bdh bak 080921\BDH_COMPLETED\Fred_Denman_a69_Elevated\Revit\DENMAN ELEV_01-smeas.rvt

Project Architect:	FKA
Design Architect:	BDH
Checked:	FKA
Project No:	1901
Scale:	As indicated
Commenced:	FEB 19
Print Date:	16/09/2021 4:18:55 PM
Project Phase:	BA

NORTH

A112
Issue: 40

1 **SITE PLAN -UPPER**
1 : 250

Stormwater sump has been relocated with sufficient clearance from the driveway as part of design review.

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL AMENDED
PURSUANT TO SECTION 198
IN RESPECT OF THE NOMINATED AMENDMENTS ONLY

Delegate name NICOLE DI CAMPLI

Date 60 of 84 29/9/2021

kasparek ARCHITECTS
architects@kasparek.com.au

AMENDED BUILDING APPROVAL FOR FLOOR LEVELS, LANDSCAPE CHANGES AND STRUCUTRAL CHANGES.

Absolute APPROVALS
Building Certification • Town Planning

COLA LICENSE: 2019816
ABN: 84 621 622 919

BCA Occupancy Class
1a & 10a
Type of Construction
N/A
BUILDING APPROVAL
Amended under s.32 of the Building Act 2004.
Absolute Approvals PTY LTD

This Amended Approval is to be read in conjunction with any Supporting Documents, Design Statements, Performance Solutions and Approval Letter.

Date of Amendment:
2/10/21

UNIT NUMBERS	AS CONSTRUCTED FFL LFL	GFL	UFL	GARAGE	APPROVED FFL LFL	GFL	UFL	GARAGE	DIFFERENCE (IN MM)
BLOCK A									
1 2 3 4	574.42	577.56	580.51	577.4	574.45	577.5	580.4	577.4	-30 Exempt - within tolerance
5 6	574.61	577.77	580.72	577.61	574.65	577.7	580.6	577.6	-40 Exempt - within tolerance
7 8	574.7	577.84	580.82	577.71	574.75	577.8	580.7	577.7	-50 Exempt - within tolerance
9 10	574.86	578	580.97	577.85	574.9	577.95	580.85	577.85	-40 Exempt - within tolerance
BLOCK B									
11 12	577.86	580.64	583.55		577.85	580.6	583.5		10 Exempt - within tolerance
13 14	577.71	580.48	583.39		577.7	580.45	583.35		10 Exempt - within tolerance
15 16	577.6	580.48	583.39		577.6	580.35	583.25		0 Exempt - within tolerance
BLOCK C									
17 18 19 20	581.19	583.96	587.03		581.19	583.94	586.94		0 Exempt - within tolerance
21 22	580.99	583.76	587.02		580.99	583.74	586.74		0 Exempt - within tolerance
BLOCK D									
23 24 25 26	582.22	585.35	588.32	585.21	582.27	585.32	588.22	585.22	-50 Exempt - within tolerance
BLOCK E									
27 28 29 30	585.07	587.85	590.92		584.77	587.52	590.52		300 Exempt - within tolerance
31 32 33 34 35 36	584.8	587.58	590.65		584.51	587.26	590.26		290 Exempt - within tolerance
37 38 39 40	584.23	587	590.06		584.23	586.98	589.98		0 Exempt - within tolerance
BLOCK F									
41 42 43 44	581.42	584.54	587.52	584.42	581.47	584.52	587.42	584.42	-50 Exempt - within tolerance
BLOCK G									
45 46 47 49 50	580.51	583.28	586.35		580.5	583.25	586.25		10 Exempt - within tolerance
BLOCK H									
51 52 53 54 55 56	577.37	580.15	583.05		577.35	580.1	583		20 Exempt - within tolerance

40

SITE GFA
9646 m²

TOTAL GFA BY FLOOR LEVEL

LFL	2292.8 m²
GFL	2951.2 m²
UFL	2478.0 m²
	7722.0 m²

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL AMENDED
PURSUANT TO SECTION 198
IN RESPECT OF THE NOMINATED AMENDMENTS ONLY

Delegate name NICOLE DI CAMPLI

Date 29/9/2021

kasparek ARCHITECTS
architects@kasparek.com.au

FLOOR PLAN LEGEND

AWD	ALUMINIUM WINDOWS AND DOORS
BTH	BATH RM TUB
CFG	COLORBOND FASCIA AND GUTTER
CONC	CONCRETE STEEL TROWEL FINISH
CPT	100% WOOL CARPET ON RUBBER UNDERLAY
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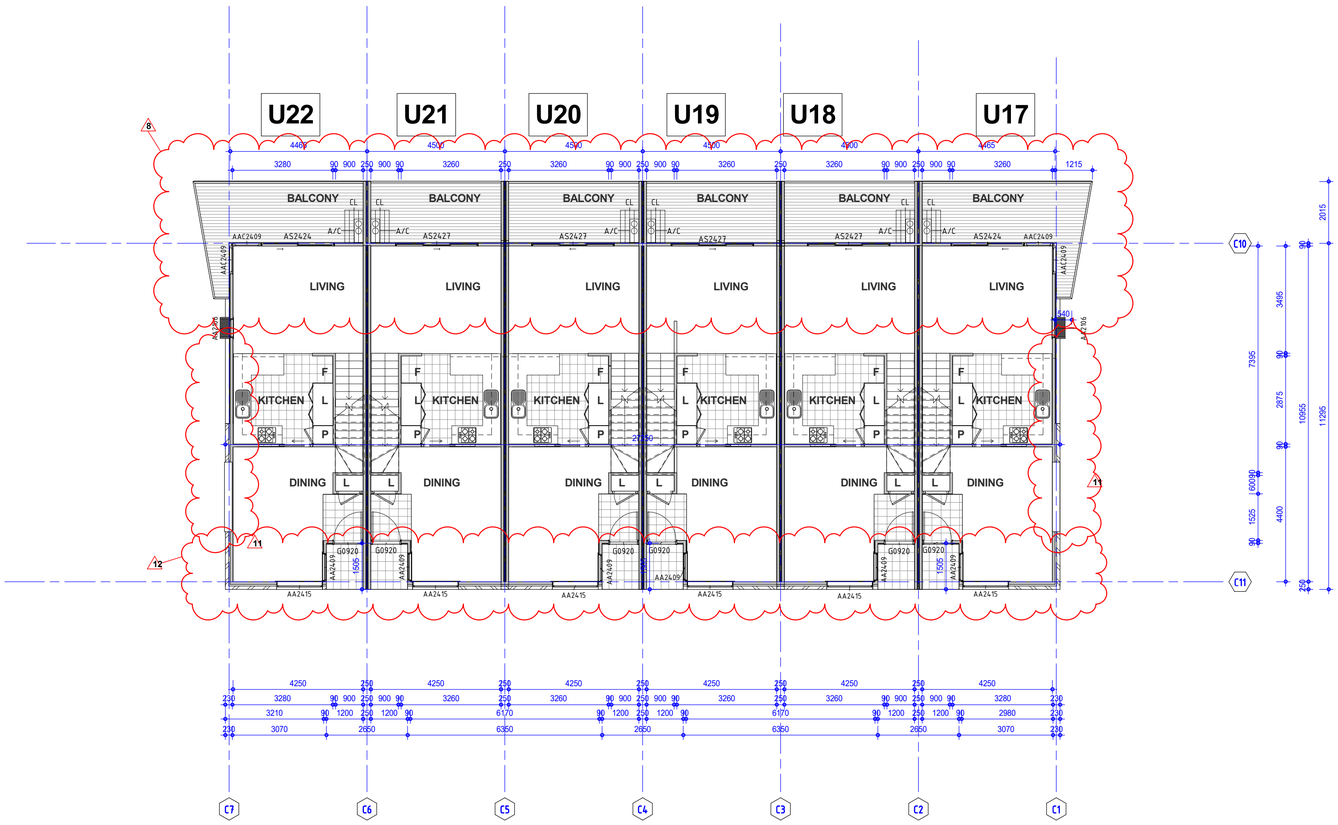
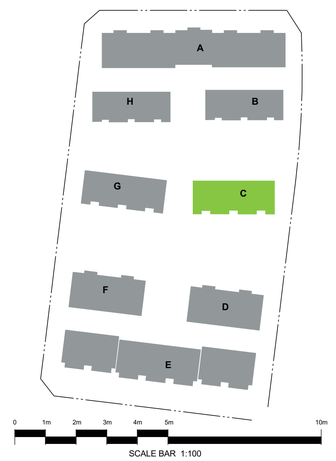
CRT	CONCRETE ROOF TILES
CSD	CAVITY SLIDING DOOR
DP	DOWNPIPES
DR	DRYER PROVISION
DW	DISHWASHER PROVISION
F	FRIDGE PROVISION
FBK	FACE BRICKWORK - SEE FINISHES SCHEDULE
FGL	FINISHED GROUND LINE
FW	FLOOR WASTE WITH SUITABLE CAMBER
GAS	GAS METER LOCATION
HB	HAND BASIN
HP	HEAT PUMP - EXCHANGE UNIT PER LDA REQ'M
HWS	HOT WATER SYSTEM
PS	PRIVACY SCREEN
LB	LETTERBOX
MB	METER BOARD LOCATION
MR	MIRROR WITH RECESSED MEDICINE CABINET
NGL	NATURAL GROUND LINE
OHC	OVER HEAD CUPBOARDS
OV	OVEN
PTY	PANTRY
RH	RANGEHOOD
SK	SKYLIGHT
SHR	ALUMINIUM AND GLASS SHOWER SCREEN
SPH	RECESSED SOAP HOLDER
T	LAUNDRY TUB
TAP	TAPWARE
TLE	NON-SLIP CERAMIC FLOOR TILES
TR	TOWEL RAIL
V	VANITY UNIT
WC	TOILET SUITE
WM	WASHING MACHINE PROVISION
RWT	RAINWATER TANK

REFER TO DRAWING A350 - A355 FOR ALL AREAS OF UNITS
REFER TO DRAWING A450 FOR SECTION AND ELEVATION
REFERENCES - NOTES ELEVATION NUMBER AND DRAWING SHEET REFERENCE



1 **BLOCK C - GROUND FLOOR LEVEL**
1 : 100



SCALE BAR 1:100

REFER TO SHEET A809 - A814 FOR TYPE DETAILS

Rev:	Date:	Comments:	Drawn:
40	12/7/21	WAE BUILDING HEIGHTS SHOWN (WITHIN EXEMPT TOLERANCE)	BDH
16	10/11/20	MINOR UPDATES AND ISSUE	BDH
12	9/11/20	ALIGN UPPER WALLS WITH GARAGE	BDH
11	20/09/20	REVISE WINDOWS	BDH
8	8/9/20	TIMBER BALCONIES UPDATED	BDH
7	25/8/20	SET FOR CONSTRUCTION AND REDHUB ISSUE	BDH
4	26/06/20	UPDATED BA SET FOR REVIEW / COORDINATION	BDH
3	23/05/20	PRELIMINARY TENDER SET	BDH
1	13/05/20	BA COORDINATION SET	BDH
B	13/05/19	DEVELOPMENT APPLICATION SET	BDH
A	4/2/19	SKETCH PLAN SET	BDH

Client Name:
Elevated Living

Project Name:
DENMAN PROSPECT

Project Address:
BLOCK 1, SECTION 69, DENMAN PROSPECT ACT

Drawing Title:
BLOCK C - GFL

Z:\BDH\Fred_Denman_s69_Elevated\Revit\DENMAN ELEV_60WAE.rvt

Project Architect:	FKA
Design Architect:	BDH
Checked:	FKA
Project No:	1901
Scale:	As indicated
Commenced:	FEB 19
Print Date:	12/07/2021 10:51:28 AM
Project Phase:	BA

NORTH

A221
Issue: 40

AMENDED BUILDING APPROVAL FOR FLOOR LEVELS, LANDSCAPE CHANGES AND STRUCUTRAL CHANGES.

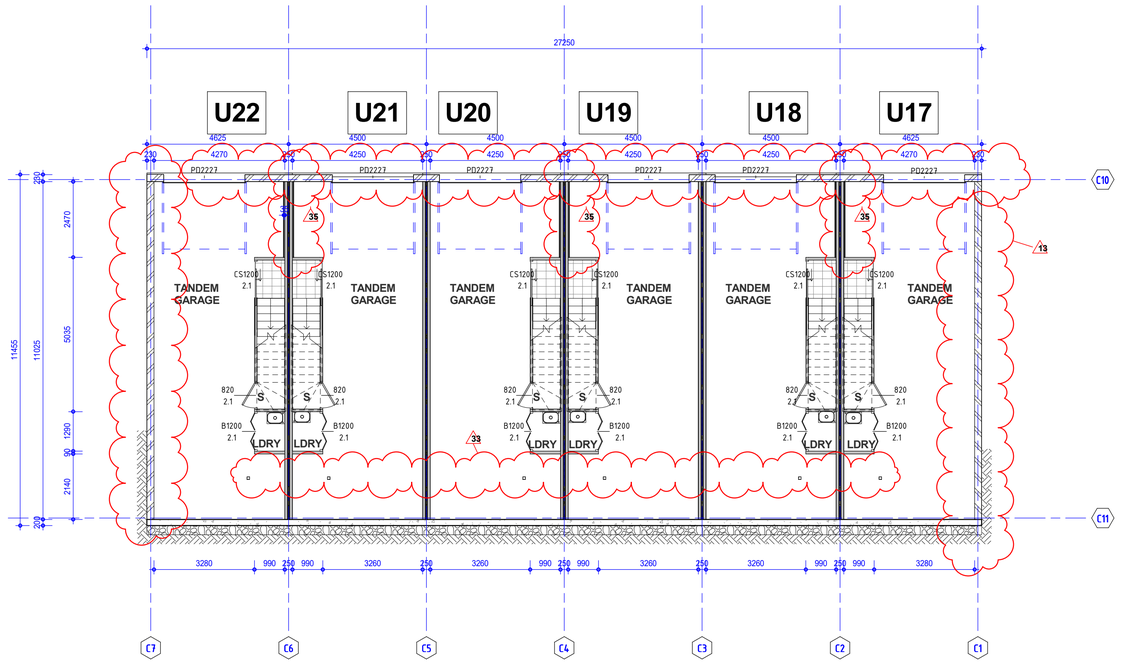
Absolute APPROVALS
Building Certification • Town Planning

COLA LICENSE: 2019816
ABN: 84 621 622 919

BCA Occupancy Class
1a & 10a
Type of Construction
N/A
BUILDING APPROVAL
Amended under s.32 of the Building Act 2004.
Absolute Approvals PTY LTD

This Amended Approval is to be read in conjunction with any Supporting Documents, Design Statements, Performance Solutions and Approval Letter.

Date of Amendment:
2/10/21



1 **BLOCK C - LOWER FLOOR LEVEL**
1 : 100

AS CONSTRUCTED FFL					APPROVED FFL				
UNIT NUMBERS	LFL	GFL	UFL	GARAGE	LFL	GFL	UFL	GARAGE	DIFFERENCE (IN MM)
BLOCK A									
1 2 3 4	574.42	577.56	580.51	577.4	574.45	577.5	580.4	577.4	-30 Exempt - within tolerance
5 6	574.61	577.77	580.72	577.61	574.65	577.7	580.6	577.6	-40 Exempt - within tolerance
7 8	574.7	577.84	580.82	577.71	574.75	577.8	580.7	577.7	-50 Exempt - within tolerance
9 10	574.86	578	580.97	577.85	574.9	577.95	580.85	577.85	-40 Exempt - within tolerance
BLOCK B									
11 12	577.86	580.64	583.55		577.85	580.6	583.5		10 Exempt - within tolerance
13 14	577.71	580.48	583.39		577.7	580.45	583.35		10 Exempt - within tolerance
15 16	577.6	580.48	583.39		577.6	580.35	583.25		0 Exempt - within tolerance
BLOCK C									
17 18 19 20	581.19	583.96	587.03		581.19	583.94	586.94		0 Exempt - within tolerance
21 22	580.99	583.76	587.02		580.99	583.74	586.74		0 Exempt - within tolerance
BLOCK D									
23 24 25 26	582.22	585.35	588.32	585.21	582.27	585.32	588.22	585.22	-50 Exempt - within tolerance
BLOCK E									
27 28 29 30	585.07	587.85	590.92		584.77	587.52	590.52		300 Exempt - within tolerance
31 32 33 34 35 36	584.8	587.58	590.65		584.51	587.26	590.26		290 Exempt - within tolerance
37 38 39 40	584.23	587	590.06		584.23	586.98	589.98		0 Exempt - within tolerance
BLOCK F									
41 42 43 44	581.42	584.54	587.52	584.42	581.47	584.52	587.42	584.42	-50 Exempt - within tolerance
BLOCK G									
45 46 47 49 50	580.51	583.28	586.35		580.5	583.25	586.25		10 Exempt - within tolerance
BLOCK H									
51 52 53 54 55 56	577.37	580.15	583.05		577.35	580.1	583		20 Exempt - within tolerance

40

SITE GFA

9646 m²

TOTAL GFA BY FLOOR LEVEL

LFL	2292.8 m²
GFL	2951.2 m²
UFL	2478.0 m²
	7722.0 m²

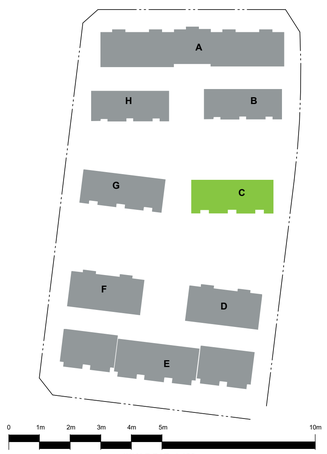
PLANNING AND DEVELOPMENT ACT 2007

APPROVAL AMENDED

PURSUANT TO SECTION 198
IN RESPECT OF THE NOMINATED AMENDMENTS ONLY

Delegate name NICOLE DI CAMPLI

Date 29/9/2021



SCALE BAR 1:100

kasparek ARCHITECTS
architects@kasparek.com.au

FLOOR PLAN LEGEND

AWD	ALUMINIUM WINDOWS AND DOORS
BTH	BATH RM TUB
CFG	COLORBOND FASCIA AND GUTTER
CONC	CONCRETE STEEL TROWEL FINISH
CPT	100% WOOL CARPET ON RUBBER UNDERLAY
CL	PARALINE CLOTHESLINE WITH PRIVACY SCREEN WHERE VISIBLE TO STREET
CRT	CONCRETE ROOF TILES
CSD	CAVITY SLIDING DOOR
DP	DOWNPIPES
DR	DRYER PROVISION
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FGL	FINISHED GROUND LINE
FW	FLOOR WASTE WITH SUITABLE CAMBER
GAS	GAS METER LOCATION
HB	HAND BASIN
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HWS	HOT WATER SYSTEM
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NGL	NATURAL GROUND LINE
OHC	OVER HEAD CUPBOARDS
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T	LAUNDRY TUB
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TLE	NON-SLIP CERAMIC FLOOR TILES
TR	TOWEL RAIL
V	VANITY UNIT
WC	TOILET SUITE
WM	WASHING MACHINE PROVISION
RWT	RAINWATER TANK

REFER TO DRAWING A350 - A355 FOR ALL AREAS OF UNITS
REFER TO DRAWING A450 FOR SECTION AND ELEVATION
REFERENCES - NOTES ELEVATION NUMBER AND DRAWING SHEET REFERENCE

REFER TO SHEET A809 - A814 FOR TYPE DETAILS

Rev:	Date:	Comments:	Drawn:
40	12/7/21	WAE BUILDING HEIGHTS SHOWN (WITHIN EXEMPT TOLERANCE)	BDH
35	02/07/21	35mm CAVITY ADDED	BDH
33	02/07/21	SUPPORT COLUMNS SHIFTED	BDH
16	10/11/20	MINOR UPDATES AND ISSUE	BDH
13	9/11/20	230 BRICK TO GARAGES TYPICAL	BDH
7	25/8/20	SET FOR CONSTRUCTION AND REDHUB ISSUE	BDH
4	26/06/20	UPDATED BA SET FOR REVIEW / COORDINATION	BDH
3	23/05/20	PRELIMINARY TENDER SET	BDH
1	13/05/20	BA COORDINATION SET	BDH
B	13/05/19	DEVELOPMENT APPLICATION SET	BDH
A	4/2/19	SKETCH PLAN SET	BDH

Client Name:
Elevated Living

Project Name:
elio DENMAN PROSPECT

Project Address:

BLOCK 1, SECTION 69, DENMAN PROSPECT ACT

Drawing Title:

BLOCK C - LFL

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Project Architect:	FKA
Design Architect:	BDH
Checked:	FKA
Project No:	1901
Scale:	As indicated
Commenced:	FEB 19
Print Date:	12/07/2021 10:51:25 AM
Project Phase:	BA

NORTH

A220
Issue: 40

AMENDED BUILDING APPROVAL FOR FLOOR LEVELS, LANDSCAPE CHANGES AND STRUCUTRAL CHANGES.

Absolute APPROVALS
Building Certification • Town Planning

COLA LICENSE: 2019816
ABN: 84 621 622 919

BCA Occupancy Class
1a & 10a
Type of Construction
N/A
BUILDING APPROVAL
Amended under s.32 of the Building Act 2004.
Absolute Approvals PTY LTD

This Amended Approval is to be read in conjunction with any Supporting Documents, Design Statements, Performance Solutions and Approval Letter.

Date of Amendment:
2/10/21

AS CONSTRUCTED FFL / **APPROVED FFL**

UNIT NUMBERS	AS CONSTRUCTED FFL LFL	GFL	UFL	GARAGE	APPROVED FFL LFL	GFL	UFL	GARAGE	DIFFERENCE (IN MM)
BLOCK A									
1 2 3 4	574.42	577.56	580.51	577.4	574.45	577.5	580.4	577.4	-30 Exempt - within tolerance
5 6	574.61	577.77	580.72	577.61	574.65	577.7	580.6	577.6	-40 Exempt - within tolerance
7 8	574.7	577.84	580.82	577.71	574.75	577.8	580.7	577.7	-50 Exempt - within tolerance
9 10	574.86	578	580.97	577.85	574.9	577.95	580.85	577.85	-40 Exempt - within tolerance
BLOCK B									
11 12	577.86	580.64	583.55		577.85	580.6	583.5		10 Exempt - within tolerance
13 14	577.71	580.48	583.39		577.7	580.45	583.35		10 Exempt - within tolerance
15 16	577.6	580.48	583.39		577.6	580.35	583.25		0 Exempt - within tolerance
BLOCK C									
17 18 19 20	581.19	583.96	587.03		581.19	583.94	586.94		0 Exempt - within tolerance
21 22	580.99	583.76	587.02		580.99	583.74	586.74		0 Exempt - within tolerance
BLOCK D									
23 24 25 26	582.22	585.35	588.32	585.21	582.27	585.32	588.22	585.22	-50 Exempt - within tolerance
BLOCK E									
27 28 29 30	585.07	587.85	590.92		584.77	587.52	590.52		300 Exempt - within tolerance
31 32 33 34 35 36	584.8	587.58	590.65		584.51	587.26	590.26		290 Exempt - within tolerance
37 38 39 40	584.23	587	590.06		584.23	586.98	589.98		0 Exempt - within tolerance
BLOCK F									
41 42 43 44	581.42	584.54	587.52	584.42	581.47	584.52	587.42	584.42	-50 Exempt - within tolerance
BLOCK G									
45 46 47 49 50	580.51	583.28	586.35		580.5	583.25	586.25		10 Exempt - within tolerance
BLOCK H									
51 52 53 54 55 56	577.37	580.15	583.05		577.35	580.1	583		20 Exempt - within tolerance

40

SITE GFA

9646 m²

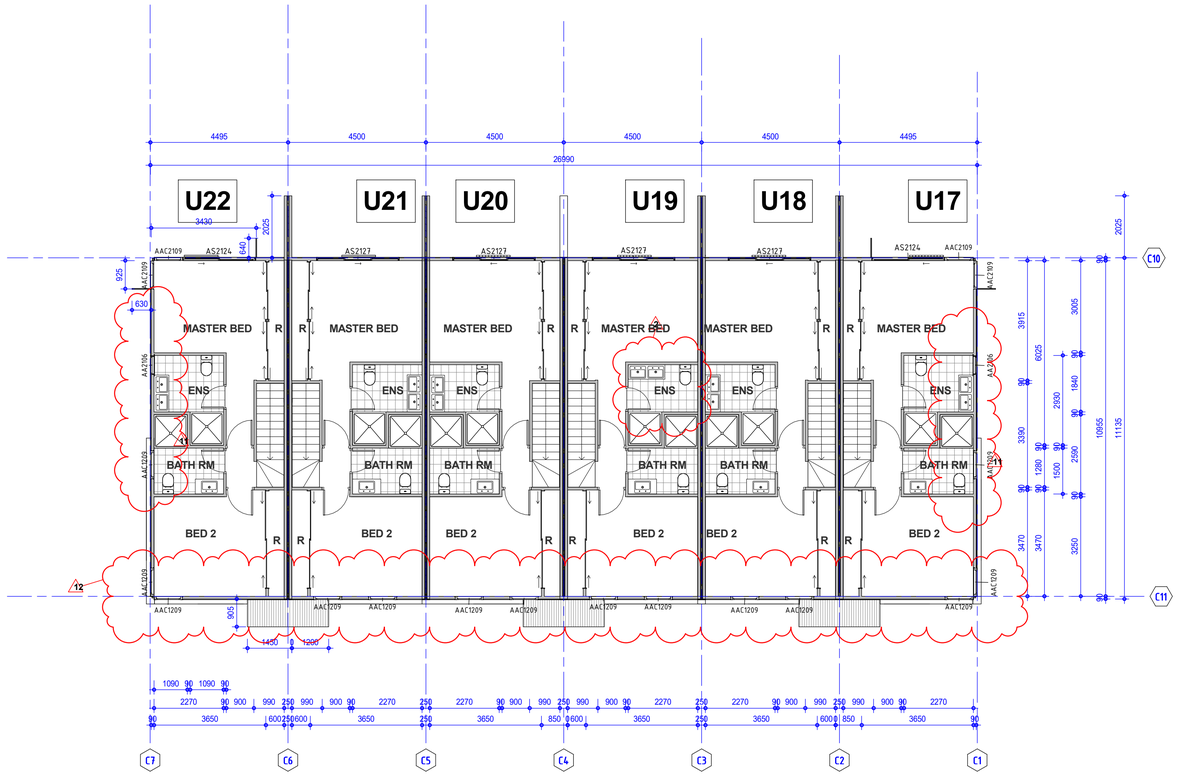
TOTAL GFA BY FLOOR LEVEL

LFL	2292.8 m²
GFL	2951.2 m²
UFL	2478.0 m²
	7722.0 m²

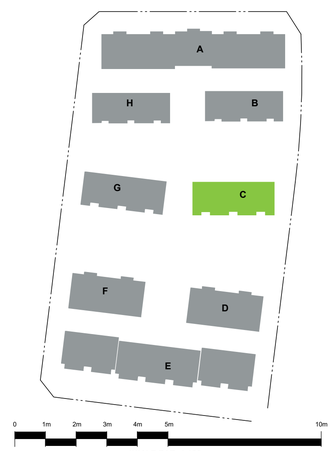
PLANNING AND DEVELOPMENT ACT 2007
APPROVAL AMENDED
PURSUANT TO SECTION 198
IN RESPECT OF THE NOMINATED AMENDMENTS ONLY

Delegate name NICOLE DI CAMPLI

Date 29/9/2021



1 **BLOCK C - UPPER FLOOR LEVEL**
1 : 100



SCALE BAR 1:100

kasparek ARCHITECTS
architects@kasparek.com.au

FLOOR PLAN LEGEND

AWD	ALUMINIUM WINDOWS AND DOORS
BTH	BATH RM TUB
CFG	COLORBOND FASCIA AND GUTTER
CONC	CONCRETE STEEL TROWEL FINISH
CPT	100% WOOL CARPET ON RUBBER UNDERLAY
CL	PARALINE CLOTHESLINE WITH PRIVACY SCREEN WHERE VISIBLE TO STREET
CRT	CONCRETE ROOF TILES
CSD	CAVITY SLIDING DOOR
DP	DOWNPIPES
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FGL	FINISHED GROUND LINE
FW	FLOOR WASTE WITH SUITABLE CAMBER
GAS	GAS METER LOCATION
HB	HAND BASIN
HP	HEAT PUMP - EXCHANGE UNIT PER LDA REQ'M
HWS	HOT WATER SYSTEM
PS	PRIVACY SCREEN
LB	LETTERBOX
MB	METER BOARD LOCATION
MR	MIRROR WITH RECESSED MEDICINE CABINET
NGL	NATURAL GROUND LINE
OHC	OVER HEAD CUPBOARDS
OV	OVEN
PTY	PANTRY
RH	RANGEHOOD
SK	SKYLIGHT
SHR	ALUMINIUM AND GLASS SHOWER SCREEN
SPH	RECESSED SOAP HOLDER
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TAP	TAPWARE
TLE	NON-SLIP CERAMIC FLOOR TILES
TR	TOWEL RAIL
V	VANITY UNIT
WC	TOILET SUITE
WM	WASHING MACHINE PROVISION
RWT	RAINWATER TANK

REFER TO DRAWING A350 - A355 FOR ALL AREAS OF UNITS
REFER TO DRAWING A450 FOR SECTION AND ELEVATION
REFERENCES - NOTES ELEVATION NUMBER AND DRAWING SHEET REFERENCE

REFER TO SHEET A809 - A814 FOR TYPE DETAILS

Rev:	Date:	Comments:	Drawn:
40	12/7/21	WAE BUILDING HEIGHTS SHOWN (WITHIN EXEMPT TOLERANCE)	BDH
16	10/11/20	MINOR UPDATES AND ISSUE	BDH
12	9/11/20	ALIGN UPPER WALLS WITH GARAGE	BDH
11	20/09/20	REVISE WINDOWS	BDH
7	25/8/20	SET FOR CONSTRUCTION AND REDHUB ISSUE	BDH
4	26/06/20	UPDATED BA SET FOR REVIEW / COORDINATION	BDH
3	23/05/20	PRELIMINARY TENDER SET	BDH
2	21/05/20	CLIENT CHANGE U19	BDH
1	13/05/20	BA COORDINATION SET	BDH
B	13/05/19	DEVELOPMENT APPLICATION SET	BDH
A	4/2/19	SKETCH PLAN SET	BDH

Client Name:
Elevated Living

Project Name:
DENMAN PROSPECT

Project Address:
BLOCK 1, SECTION 69, DENMAN PROSPECT ACT

Drawing Title:
BLOCK C - UFL

Z:\BDH\Fred_Denman_a00_Elevated\Revit\DENMAN ELEV_BDWAE.rvt

Project Architect:	FKA
Design Architect:	BDH
Checked:	FKA
Project No:	1901
Scale:	As indicated
Commenced:	FEB 19
Print Date:	12/07/2021 10:51:33 AM
Project Phase:	BA

NORTH

A222
Issue: 40

AMENDED BUILDING APPROVAL FOR FLOOR LEVELS, LANDSCAPE CHANGES AND STRUCUTRAL CHANGES.

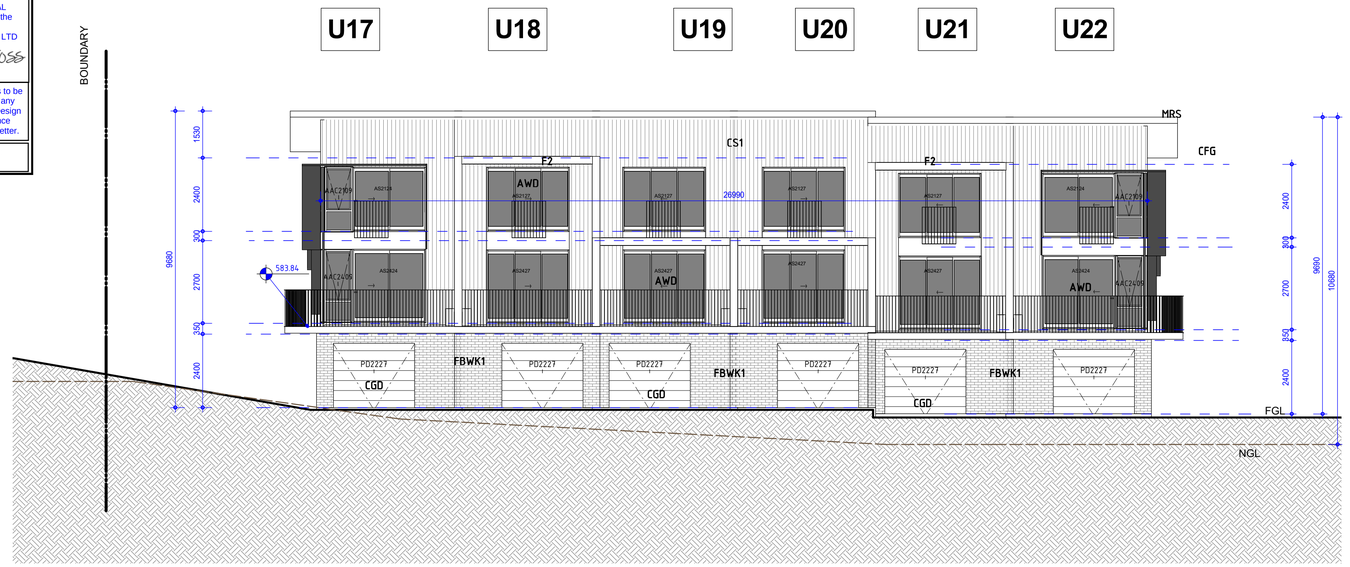
Absolute APPROVALS
Building Certification • Town Planning

COLA LICENSE: 2019816
ABN: 84 621 622 919

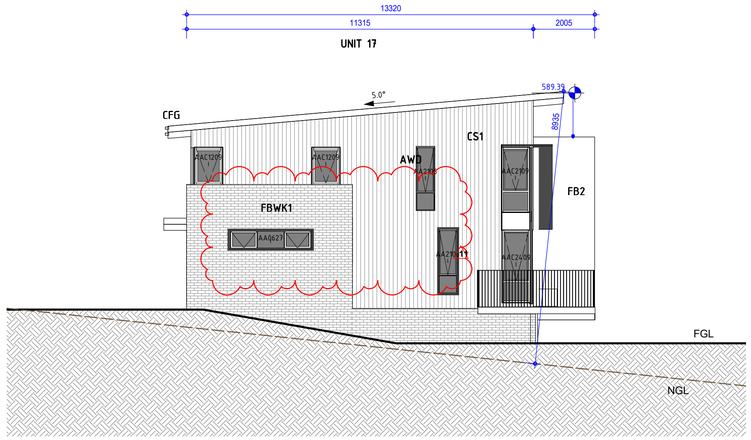
BCA Occupancy Class
1a & 10a
Type of Construction
N/A
BUILDING APPROVAL
Amended under s.32 of the Building Act 2004.
Absolute Approvals PTY LTD

This Amended Approval is to be read in conjunction with any Supporting Documents, Design Statements, Performance Solutions and Approval Letter.

Date of Amendment:
2/10/21



1 **BLOCK C- NORTH**
1 : 100



2 **BLOCK C - EAST**
1 : 100

AS CONSTRUCTED FFL / **APPROVED FFL**

UNIT NUMBERS	AS CONSTRUCTED FFL LFL	GFL	UFL	GARAGE	APPROVED FFL LFL	GFL	UFL	GARAGE	DIFFERENCE (IN MM)
BLOCK A									
1 2 3 4	574.42	577.56	580.51	577.4	574.45	577.5	580.4	577.4	-30 Exempt - within tolerance
5 6	574.61	577.77	580.72	577.61	574.65	577.7	580.6	577.6	-40 Exempt - within tolerance
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BLOCK B									
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15 16	577.6	580.48	583.39		577.6	580.35	583.25		0 Exempt - within tolerance
BLOCK C									
17 18 19 20	581.19	583.96	587.03		581.19	583.94	586.94		0 Exempt - within tolerance
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BLOCK D									
23 24 25 26	582.22	585.35	588.32	585.21	582.27	585.32	588.22	585.22	-50 Exempt - within tolerance
BLOCK E									
27 28 29 30	585.07	587.85	590.92		584.77	587.52	590.52		300 Exempt - within tolerance
31 32 33 34 35 36	584.8	587.58	590.65		584.51	587.26	590.26		290 Exempt - within tolerance
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BLOCK F									
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BLOCK G									
45 46 47 49 50	580.51	583.28	586.35		580.5	583.25	586.25		10 Exempt - within tolerance
BLOCK H									
51 52 53 54 55 56	577.37	580.15	583.05		577.35	580.1	583		20 Exempt - within tolerance

40

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL AMENDED
PURSUANT TO SECTION 198
IN RESPECT OF THE NOMINATED AMENDMENTS ONLY

Delegate name NICOLE DI CAMPLI

Date 29/9/2021

0 1m 2m 3m 4m 5m 10m
SCALE BAR 1:100

kasparek ARCHITECTS
architects@kasparek.com.au

ELEVATION LEGEND

A/C	AIR CONDITIONER UNIT
AWD	POWDERCOATED ALUMINIUM FRAMED WINDOWS AND DOORS
CB	CUSTOM ORB PROFILE COLORBOND
CFG	COLORBOND FASCIA AND GUTTERS
CGD	COLORBOND GARAGE DOOR
CS1	CLADDING - AXON VERTICAL
CL	CLOTHES LINE
OBS	OBSCURE GLASS WINDOW
DP	DOWNPIPES
FB	FEATURE BLADES
F1	FEATURE BLADES/CLADDING
F2	FEATURE CLADDING-ENTRY DOORS TYPICAL
FBWK	FACE BRICKWORK
FFL	FINISHED FLOOR LEVEL
FGL	FINISHED GROUND LEVEL
SK	SKYLIGHT
GAS	GAS METER LOCATION
HWS	HOT WATER SYSTEM
LB	LETTERBOXES
MB	METER BOX LOCATION
MRS	METAL ROOF SHEETING
NGL	NATURAL GROUND LEVEL
OGB	OPAQUE GLASS BALUSTRADE
PS	POWDERCOATED ALUMINIUM PRIVACY SCREEN
PCP	PREFINISHED CLADDING PANEL
PGL	POWDERCOATED METAL PERGOLA

NOTE: REFER TO EXTERNAL FINISHES SCHEDULES COLOUR SPECIFICATIONS

REFER TO DRAWING A350 - A355 FOR ALL AREAS OF UNITS
REFER TO DRAWINGS A450 FOR SECTION AND ELEVATION REFERENCES - NOTES ELEVATION NUMBER AND DRAWING SHEET REFERENCE

ELEVATION NOTES

(1) ALL WORKS TO BE IN ACCORDANCE WITH BCA

(2) VERIFY ALL DIMENSIONS ON SITE PRIOR TO CONSTRUCTION

(3) CONCRETE FOOTINGS AND SLAB TO AS 2870

(4) TIMBER FRAME TO AS 1684

(5) IMPROVED ALUMINIUM SLIDING WINDOWS TO MANUFACTURERS SPECIFICATION

(6) ELECTRICAL WORK TO AS 3000

(7) FINISHES COLOURS AS SELECTED BY BUILDER

(8)EAVES 600 TYPICAL

Rev:	Date:	Comments:	Drawn:
40	12/7/21	WAE BUILDING HEIGHTS SHOWN (WITHIN EXEMPT TOLERANCE)	BDH
16	10/11/20	MINOR UPDATES AND ISSUE	BDH
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3	23/05/20	PRELIMINARY TENDER SET	BDH
1	13/05/20	BA COORDINATION SET	BDH
B	13/05/19	DEVELOPMENT APPLICATION SET	BDH
A	4/2/19	SKETCH PLAN SET	BDH

Client Name: Elevated Living

Project Name: elio DENMAN PROSPECT

Project Address:

BLOCK 1, SECTION 69, DENMAN PROSPECT ACT

Drawing Title:

BLOCK C -ELEVATIONS 1

Z:\BDH\Fwd_Denman_s69_Elevated\Revit\DENMAN ELEV_60HAE.rvt

Project Architect:	FKA	
Design Architect:	BDH	
Checked:	FKA	
Project No:	1901	
Scale:	As indicated	A223
Commenced:	FEB 19	
Print Date:	12/07/2021 10:51:37 AM	
Project Phase:	BA	Issue: 40

AMENDED BUILDING APPROVAL FOR FLOOR LEVELS, LANDSCAPE CHANGES AND STRUCUTRAL CHANGES.

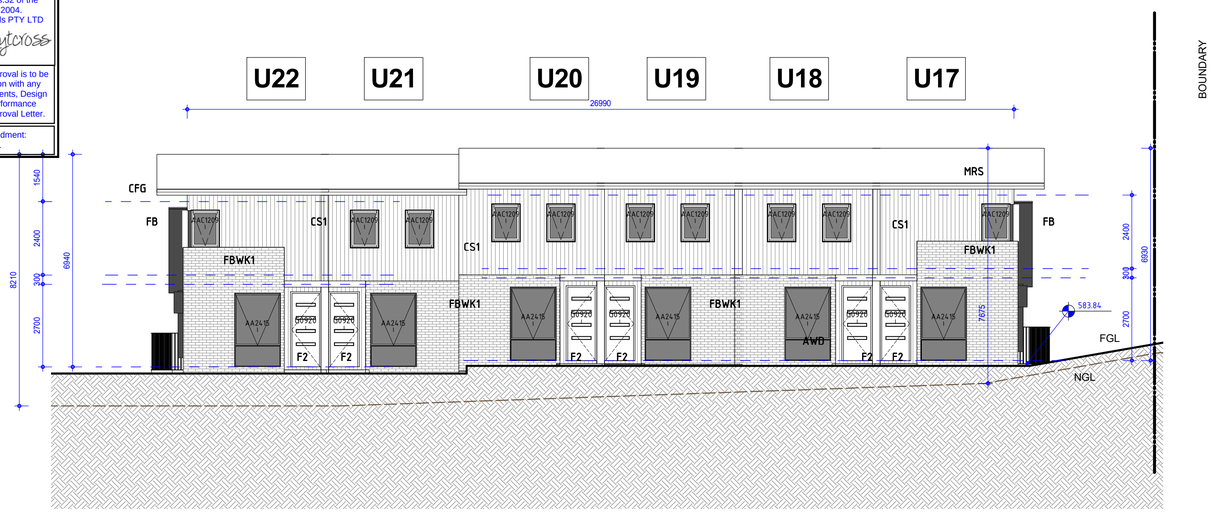
Absolute APPROVALS
Building Certification • Town Planning

COLA LICENSE: 2019816
ABN: 84 621 622 919

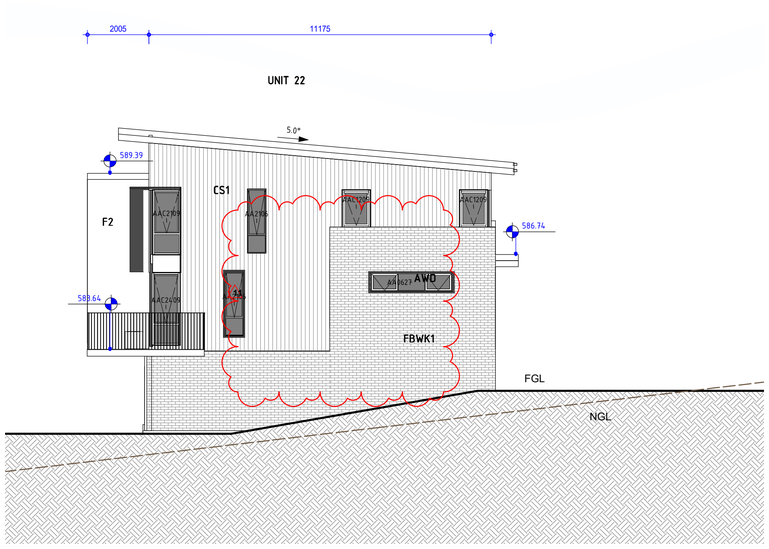
BCA Occupancy Class
1a & 10a
Type of Construction
N/A
BUILDING APPROVAL
Amended under s.32 of the Building Act 2004.
Absolute Approvals PTY LTD

This Amended Approval is to be read in conjunction with any Supporting Documents, Design Statements, Performance Solutions and Approval Letter.

Date of Amendment:
2/10/21



3 **BLOCK C - SOUTH**
1 : 100



4 **BLOCK C - WEST**
1 : 100

AS CONSTRUCTED FFL				APPROVED FFL				
UNIT NUMBERS	LFL	GFL	UFL	GARAGE	LFL	GFL	UFL	GARAGE	DIFFERENCE (IN MM)
BLOCK A									
1 2 3 4	574.42	577.56	580.51	577.4	574.45	577.5	580.4	577.4	-30 Exempt - within tolerance
5 6	574.61	577.77	580.72	577.61	574.65	577.7	580.6	577.6	-40 Exempt - within tolerance
7 8	574.7	577.84	580.82	577.71	574.75	577.8	580.7	577.7	-50 Exempt - within tolerance
9 10	574.86	578	580.97	577.85	574.9	577.95	580.85	577.85	-40 Exempt - within tolerance
BLOCK B									
11 12	577.86	580.64	583.55		577.85	580.6	583.5		10 Exempt - within tolerance
13 14	577.71	580.48	583.39		577.7	580.45	583.35		10 Exempt - within tolerance
15 16	577.6	580.48	583.39		577.6	580.35	583.25		0 Exempt - within tolerance
BLOCK C									
17 18 19 20	581.19	583.96	587.03		581.19	583.94	586.94		0 Exempt - within tolerance
21 22	580.99	583.76	587.02		580.99	583.74	586.74		0 Exempt - within tolerance
BLOCK D									
23 24 25 26	582.22	585.35	588.32	585.21	582.27	585.32	588.22	585.22	-50 Exempt - within tolerance
BLOCK E									
27 28 29 30	585.07	587.85	590.92		584.77	587.52	590.52		300 Exempt - within tolerance
31 32 33 34 35 36	584.8	587.58	590.65		584.51	587.26	590.26		290 Exempt - within tolerance
37 38 39 40	584.23	587	590.06		584.23	586.98	589.98		0 Exempt - within tolerance
BLOCK F									
41 42 43 44	581.42	584.54	587.52	584.42	581.47	584.52	587.42	584.42	-50 Exempt - within tolerance
BLOCK G									
45 46 47 49 50	580.51	583.28	586.35		580.5	583.25	586.25		10 Exempt - within tolerance
BLOCK H									
51 52 53 54 55 56	577.37	580.15	583.05		577.35	580.1	583		20 Exempt - within tolerance

40

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL AMENDED
PURSUANT TO SECTION 198
IN RESPECT OF THE NOMINATED AMENDMENTS ONLY

Delegate name NICOLE DI CAMPLI

Date 29/9/2021

0 1m 2m 3m 4m 5m 10m
SCALE BAR 1:100

kasperek ARCHITECTS
architects@kasparek.com.au

ELEVATION LEGEND

A/C	AIR CONDITIONER UNIT
AWD	POWDERCOATED ALUMINIUM FRAMED WINDOWS AND DOORS
CB	CUSTOM ORB PROFILE COLORBOND
CFG	COLORBOND FASCIA AND GUTTERS
CGD	COLORBOND GARAGE DOOR
CS1	CLADDING - AXON VERTICAL
CL	CLOTHES LINE
OBS	OBSCURE GLASS WINDOW
DP	DOWNPIPES
FB	FEATURE BLADES
F1	FEATURE BLADES/CLADDING
F2	FEATURE CLADDING-ENTRY DOORS TYPICAL
FBWK	FACE BRICKWORK
FFL	FINISHED FLOOR LEVEL
FGL	FINISHED GROUND LEVEL
SK	SKYLIGHT
GAS	GAS METER LOCATION
HWS	HOT WATER SYSTEM
LB	LETTERBOXES
MB	METER BOX LOCATION
MRS	METAL ROOF SHEETING
NGL	NATURAL GROUND LEVEL
OGB	OPAQUE GLASS BALUSTRADE
PS	POWDERCOATED ALUMINIUM PRIVACY SCREEN
PCP	PREFINISHED CLADDING PANEL
PGL	POWDERCOATED METAL PERGOLA

NOTE: REFER TO EXTERNAL FINISHES SCHEDULES COLOUR SPECIFICATIONS.

REFER TO DRAWING A350 - A355 FOR ALL AREAS OF UNITS
REFER TO DRAWINGS A450 FOR SECTION AND ELEVATION REFERENCES - NOTES ELEVATION NUMBER AND DRAWING SHEET REFERENCE

ELEVATION NOTES

(1) ALL WORKS TO BE IN ACCORDANCE WITH BCA

(2) VERIFY ALL DIMENSIONS ON SITE PRIOR TO CONSTRUCTION

(3) CONCRETE FOOTINGS AND SLAB TO AS 2870

(4) TIMBER FRAME TO AS 1684

(5) IMPROVED ALUMINIUM SLIDING WINDOWS TO MANUFACTURERS SPECIFICATION

(6) ELECTRICAL WORK TO AS 3000

(7) FINISHES COLOURS AS SELECTED BY BUILDER

(8)EAVES 600 TYPICAL

Rev:	Date:	Comments:	Drawn:
40	12/7/21	WAE BUILDING HEIGHTS SHOWN (WITHIN EXEMPT TOLERANCE)	BDH
16	10/11/20	MINOR UPDATES AND ISSUE	BDH
11	20/09/20	REVISE WINDOWS	BDH
7	25/8/20	SET FOR CONSTRUCTION AND REDHUB ISSUE	BDH
4	26/06/20	UPDATED BA SET FOR REVIEW / COORDINATION	BDH
3	23/05/20	PRELIMINARY TENDER SET	BDH
1	13/05/20	BA COORDINATION SET	BDH
B	13/05/19	DEVELOPMENT APPLICATION SET	BDH
A	4/2/19	SKETCH PLAN SET	BDH

Client Name:
Elevated Living

Project Name:
elio DENMAN PROSPECT

Project Address:

BLOCK 1, SECTION 69, DENMAN PROSPECT ACT

Drawing Title:

BLOCK C -ELEVATIONS 2

Z:\BDH\Fwd_Denman_s69_Elevated\Revit\DENMAN ELEV_BDH.rvt

Project Architect:	FKA		
Design Architect:	BDH		
Checked:	FKA		
Project No:	1901		
Scale:	As indicated	A224	
Commenced:	FEB 19		
Print Date:	12/07/2021 10:51:42 AM	Issue: 40	
Project Phase:	BA		

AMENDED BUILDING APPROVAL FOR FLOOR LEVELS, LANDSCAPE CHANGES AND STRUCUTRAL CHANGES.

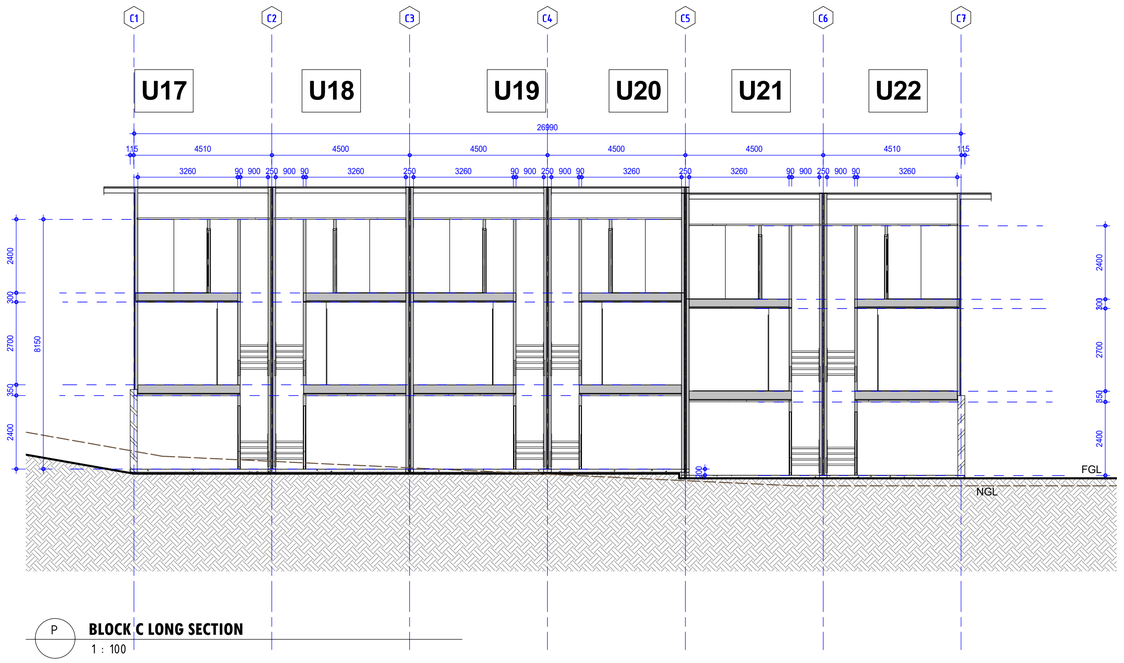
Absolute APPROVALS
Building Certification • Town Planning

COLA LICENSE: 2019816
ABN: 84 621 622 919

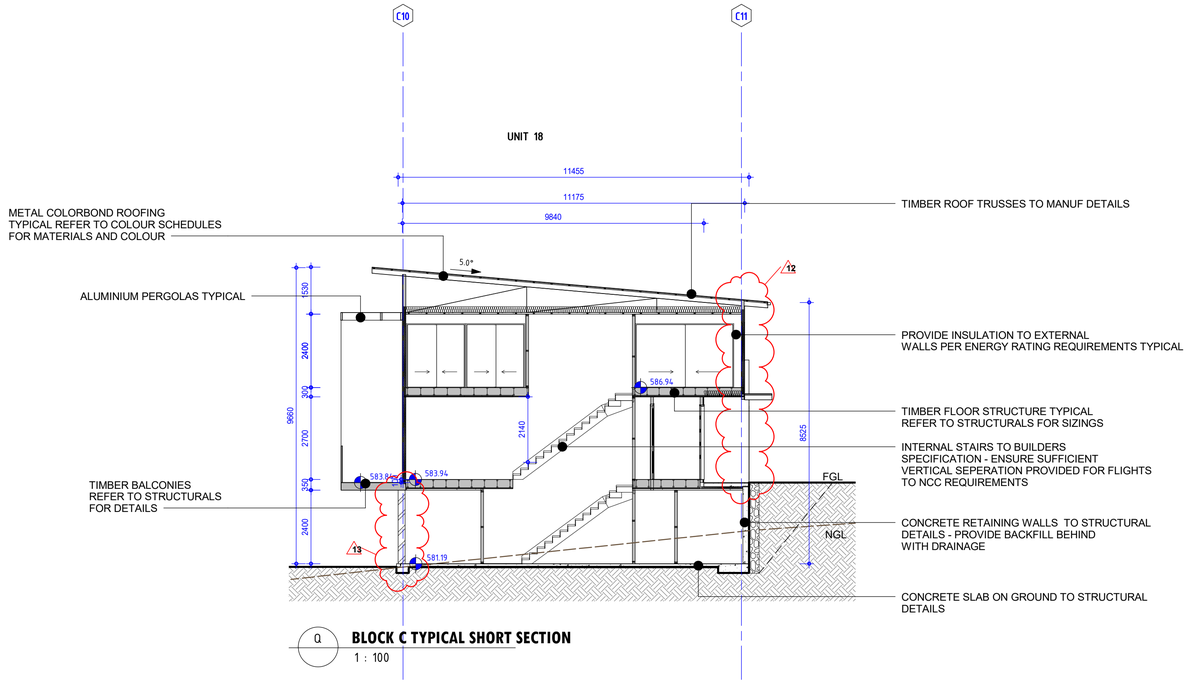
BCA Occupancy Class
1a & 10a
Type of Construction
N/A
BUILDING APPROVAL
Amended under s.32 of the Building Act 2004.
Absolute Approvals PTY LTD

This Amended Approval is to be read in conjunction with any Supporting Documents, Design Statements, Performance Solutions and Approval Letter.

Date of Amendment:
2/10/21



P **BLOCK C LONG SECTION**
1 : 100



Q **BLOCK C TYPICAL SHORT SECTION**
1 : 100

kasperek ARCHITECTS
architects@kasparek.com.au

SECTION NOTES

ALL CONSTRUCTION METHODS, INSTALLATIONS AND MATERIALS TO COMPLY WITH THE BCA, RELEVANT AUSTRALIAN STANDARDS, LOCAL AUTHORITIES REQUIREMENTS AND APPLICABLE CODES.

FLOOR SLAB

INTERNAL BEAM CONCRETE RAFT SLAB, TO AS2870 REFER TO ENGINEERS SPECIFICATIONS

RAFT SLAB POLYSTYRENE VOID FORMER, REFER TO EER NOTES AND ENGINEERS SPECIFICATIONS FOR DEPTH SIZE

RAFT SLAB VAPOR BARRIER TO COMPLY WITH AS2870

EXTERNAL WALLS

90MM STUD, 50MM CAVITY, 110 BRICK VENEER CONSTRUCTION TO AS1684 AND AS3700 INSULATION TO AS3999, REFER TO EER NOTES FOR RATING

INTERNAL PLASTER BOARD LINING TYPICAL

FLASHINGS, WEEP HOLES DPC AND ARTICULATION JOINTS TO AS3700

INTERNAL WALLS

TIMBER STUD FRAME TO AS 1684 PLASTER BOARD WALL LINING TYPICAL

CEILINGS

PLASTER BOARD CEILING LINING TYPICAL. CEILING INSULATION TO AS3999, REFER TO EER NOTES FOR RATING.

EAVES

FC SHEETING TO EAVES SOFFIT TO AS1684. 600 TYPICAL

GUTTER AND FASCIA

COLOUR BOND STEEL EAVES FASCIA AND GUTTER PROFILE INSTALLED TO MANUFACTURERS SPECIFICATIONS.

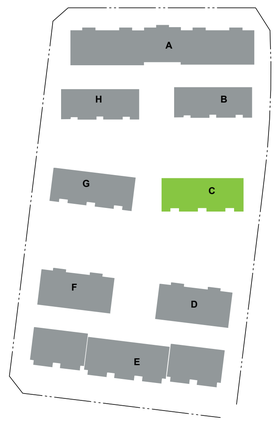
ROOF STUCTURE

TIMBER ROOF TRUSSES SPACED AT 600MM MAX. TO MANUFACTURES DESIGN AND INSTALLLATION SPECIFICATIONS -CONCRETE ROOF TILES TO AS2050

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL AMENDED
PURSUANT TO SECTION 198
IN RESPECT OF THE NOMINATED
AMENDMENTS ONLY

Delegate name NICOLE DI CAMPLI

Date 29/9/2021



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SCALE BAR 1:100

Rev:	Date:	Comments:	Drawn:
16	10/11/20	MINOR UPDATES AND ISSUE	BDH
13	9/11/20	230 BRICK TO GARAGES TYPICAL	BDH
12	9/11/20	ALIGN UPPER WALLS WITH GARAGE	BDH
7	25/8/20	SET FOR CONSTRUCTION AND REDHUB ISSUE	BDH
4	26/06/20	UPDATED BA SET FOR REVIEW / COORDINATION	BDH
3	23/05/20	PRELIMINARY TENDER SET	BDH
1	13/05/20	BA COORDINATION SET	BDH
B	13/05/19	DEVELOPMENT APPLICATION SET	BDH
A	4/2/19	SKETCH PLAN SET	BDH

Client Name:
Elevated Living

Project Name:
elio DENMAN PROSPECT

Project Address:

BLOCK 1, SECTION 69, DENMAN PROSPECT ACT

Drawing Title:

BLOCK C -SECTIONS

Z:\BDH\Fwd_Denman_s69_Elevated\Revit\DENMAN ELEV_60HAE.rvt

Project Architect:	FKA	
Design Architect:	BDH	
Checked:	FKA	
Project No:	1901	
Scale:	As indicated	A225
Commenced:	FEB 19	
Print Date:	12/07/2021 10:51:47 AM	
Project Phase:	BA	Issue: 16

DRAINAGE PLAN DETAILS

PLAN No: _____

OWNER: ELEVATED LIVING

BLOCK: 1 SECTION: 69

SUBURB: DENMAN PROSPECT

PLAN OF SANITARY DRAINAGE AND WATER SUPPLY

THE PLUMBING AND DRAINAGE IS DESIGN TO AS/NZS 3500 PLUMBING STANDARDS.

ALL WORK MUST BE CARRIED OUT IN CONFORMITY WITH THE WATER AND SEWER ACT 2000 AND THE WATER AND SEWERAGE REGULATIONS 2001.

SELLICK INNOVATION

PATENT NUMBER: 2013100877

IMPLEMENTED IN THIS HYDRAULIC DESIGN FOR FURTHER INFORMATION ON THE SELLICK INNOVATION, PLEASE CONTACT OUR OFFICE.

GREENWOOD STREET

McMICHAEL TERRACE

TRINCA STREET

FOULKES STREET

LOCATE & CONNECT TO EXISTING SW TIE. REFER TO CIVIL DOCUMENTATION FOR MORE INFORMATION.

SMS

ORG (HC OVER)

LOCATE & CONNECT TO EXISTING SEWER TIE. REFER TO CIVIL DOCUMENTATION FOR MORE INFORMATION.

SMS

SW TANK BY OTHERS. REFER TO CIVIL DOCUMENTATION FOR MORE INFORMATION

FBBV

GAS BOUNDARY

SV

LOCATE & CONNECT TO NEW WATER METER CABINET. REFER TO CIVIL DOCUMENTATION FOR MORE INFORMATION.

SVD

HATCHED REGION DENOTES BUILDING ABOVE

PLUMBING PLAN APPROVED

SIGNATURE: _____

APPROVED BY: John Chiera

REG. NUMBER: 199615657

DATE: 20/09/2021

Rev	Description	Date	Drawn By
C	WORK AS EXECUTED	20.09.21	JS
B	FOR CERTIFICATION/CONSTRUCTION	16.11.20	JS
A	FOR CERTIFICATION/CONSTRUCTION	28.10.20	JS
1	FOR INFORMATION	14.07.20	JS

Scales: 0 5 7.5 10 12.5m — 1:250 @ A1

North

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Client Logo: Elevated Living

Status: WORK AS EXECUTED

Original Size	A1	Drawn By: JS	Drafting Check: LH
Date Plotted	20-Sep-21	Designed By: LH	Design Check: LH
Coordinate System	STROMLO GRID	Approved: BW	Approved Date: 20.09.21
Height Datum	AHD	Approved Signature	

Project Name and Location: ELIO, BLOCK 1 SECTION 69 DENMAN PROSPECT

Drawing Title: SITE PLAN

Project Number	Type	Discipline	Drawing Number: Level	Series	No	Rev
190186	DRG	HYD	000	20	01	C

File Name: P:\2019\190186_B1-S69-Denamn-Prospect_Elevated-Heights\04_CAD\4.2_Drawings\HYD\190186-drg-hyd-000-2001.dwg

DRAINAGE PLAN DETAILS

PLAN No: _____

OWNER: ELEVATED LIVING

BLOCK: 1 SECTION: 69

SUBURB: DENMAN PROSPECT

PLAN OF SANITARY DRAINAGE AND WATER SUPPLY

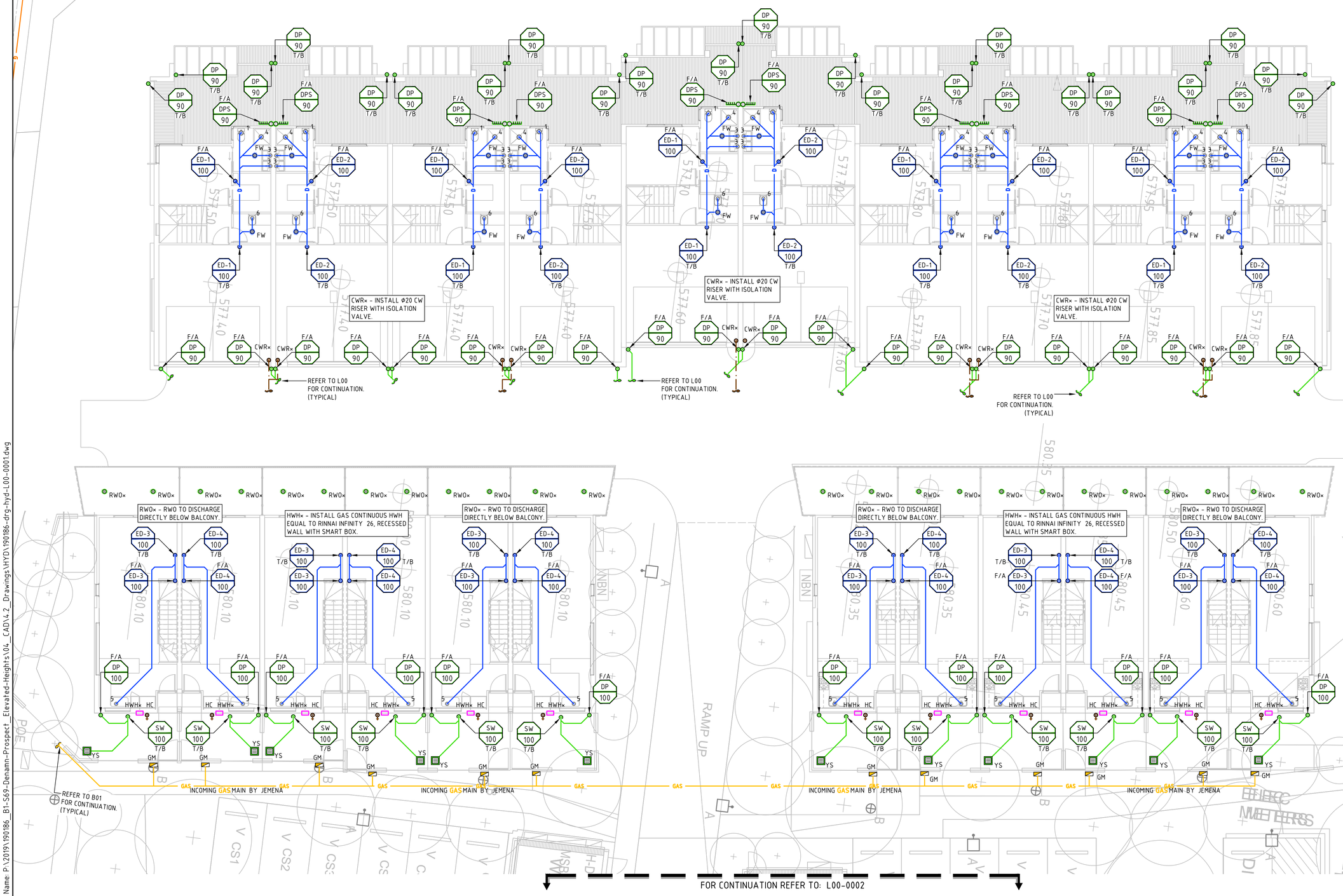
THE PLUMBING AND DRAINAGE IS DESIGN TO AS/NZS 3500 PLUMBING STANDARDS.

ALL WORK MUST BE CARRIED OUT IN CONFORMITY WITH THE WATER AND SEWER ACT 2000 AND THE WATER AND SEWERAGE REGULATIONS 2001.

SELLICK INNOVATION

PATENT NUMBER: 2013100877

IMPLEMENTED IN THIS HYDRAULIC DESIGN FOR FURTHER INFORMATION ON THE SELLICK INNOVATION, PLEASE CONTACT OUR OFFICE.



PLUMBING PLAN APPROVED

SIGNATURE: _____

APPROVED BY: John Chiera

REG. NUMBER: 199615657

DATE: 20/09/2021

Rev	Description	Date	Drawn By
C	WORK AS EXECUTED	20.09.21	JS
B	FOR CERTIFICATION/CONSTRUCTION	16.11.20	JS
A	FOR CERTIFICATION/CONSTRUCTION	28.10.20	JS
1	FOR INFORMATION	14.07.20	JS

Scales: 0 2 3 4 5m — 1:100 @ A1

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Client Logo: Elevated Living

Status: WORK AS EXECUTED

Original Size	A1	Drawn By: JS	Drafting Check: LH
Date Plotted	20-Sep-21	Designed By: LH	Design Check: LH
Coordinate System	STROMLO GRID	Approved: BW	Approved Date: 20.09.21
Height Datum	AHD	Approved Signature	

Project Name and Location: ELIO, BLOCK 1 SECTION 69 DENMAN PROSPECT

Drawing Title: GENERAL ARRANGEMENT GROUND LEVEL - SHEET 01

Project Number	Type	Discipline	Drawing Number Level	Series	No	Rev
190186	DRG	HYD	L00	00	01	C

File Name: P:\2019\190186_B1-S69-Denamn-Prospect_Elevated-Heights\04_CAD\4-2_Drawings\HYD\190186-drg-hyd-L00-0001.dwg

FOR CONTINUATION REFER TO: L00-0001

EQUAL TO RINNAI INFINITY 26, RECESSED WALL WITH SMART BOX.

REFER TO B01 FOR CONTINUATION. (TYPICAL)

INCOMING GAS MAIN BY JEMENA

RWO× - RWO TO DISCHARGE DIRECTLY BELOW BALCONY.

HWH× - INSTALL GAS CONTINUOUS HWH EQUAL TO RINNAI INFINITY 26, RECESSED WALL WITH SMART BOX.

FOR CONTINUATION REFER TO: L00-0003

DRAINAGE PLAN DETAILS

PLAN No: _____

OWNER: ELEVATED LIVING

BLOCK: 1 SECTION: 69

SUBURB: DENMAN PROSPECT

PLAN OF SANITARY DRAINAGE AND WATER SUPPLY

THE PLUMBING AND DRAINAGE IS DESIGN TO AS/NZS 3500 PLUMBING STANDARDS.

ALL WORK MUST BE CARRIED OUT IN CONFORMITY WITH THE WATER AND SEWER ACT 2000 AND THE WATER AND SEWERAGE REGULATIONS 2001.

SELLICK INNOVATION

PATENT NUMBER: 2013100877

IMPLEMENTED IN THIS HYDRAULIC DESIGN FOR FURTHER INFORMATION ON THE SELLICK INNOVATION, PLEASE CONTACT OUR OFFICE.

PLUMBING PLAN APPROVED

SIGNATURE: _____

APPROVED BY: John Chiera

REG. NUMBER: 199615657

DATE: 20/09/2021

Rev	Description	Date	Drawn By
C	WORK AS EXECUTED	20.09.21	JS
B	FOR CERTIFICATION/CONSTRUCTION	16.11.20	JS
A	FOR CERTIFICATION/CONSTRUCTION	28.10.20	JS
1	FOR INFORMATION	14.07.20	JS

Scales: 0 2 3 4 5m — 1:100 @ A1

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Client Logo: Elevated Living

Status: WORK AS EXECUTED

Original Size	A1	Drawn By: JS	Drafting Check: LH
Date Plotted	20-Sep-21	Designed By: LH	Design Check: LH
Coordinate System	STROMLO GRID	Approved: BW	Approved Date: 20.09.21
Height Datum	AHD	Approved Signature	

Project Name and Location: ELIO, BLOCK 1 SECTION 69 DENMAN PROSPECT

Drawing Title: GENERAL ARRANGEMENT GROUND LEVEL - SHEET 02

Project Number	Type	Discipline	Drawing Number: Level	Series	No	Rev
190186	DRG	HYD	L00	00	02	C

File Name: P:\2019\190186_B1-S69-Denamn-Prospect_Elevated-Heights\04_CAD\4.2_Drawings\HYD\190186-drg-hyd-L00-0002.dwg

FOR CONTINUATION REFER TO: L00-0002

DRAINAGE PLAN DETAILS

PLAN No: _____

OWNER: ELEVATED LIVING

BLOCK: 1 SECTION: 69

SUBURB: DENMAN PROSPECT

PLAN OF SANITARY DRAINAGE AND WATER SUPPLY

THE PLUMBING AND DRAINAGE IS DESIGN TO AS/NZS 3500 PLUMBING STANDARDS.

ALL WORK MUST BE CARRIED OUT IN CONFORMITY WITH THE WATER AND SEWER ACT 2000 AND THE WATER AND SEWERAGE REGULATIONS 2001.

SELLICK INNOVATION

PATENT NUMBER: 2013100877

IMPLEMENTED IN THIS HYDRAULIC DESIGN FOR FURTHER INFORMATION ON THE SELLICK INNOVATION, PLEASE CONTACT OUR OFFICE.

CWRx - INSTALL Ø20 CW RISER WITH ISOLATION VALVE.

REFER TO B01 FOR CONTINUATION. (TYPICAL)

RWOx - RWO TO DISCHARGE DIRECTLY BELOW BALCONY.

HWHx - INSTALL GAS CONTINUOUS HWH EQUAL TO RINNAI INFINITY 26, RECESSED WALL WITH SMART BOX.

Ø100 SW uPVC @ 1.0%

Ø100 SW uPVC @ 1.0%

WASTE TRANSFER 3

CS14

CS13

ADAPTABLE

PLUMBING PLAN APPROVED

SIGNATURE: _____

APPROVED BY: John Chiera

REG. NUMBER: 199615657

DATE: 20/09/2021

Rev	Description	Date	Drawn By
C	WORK AS EXECUTED	20.09.21	JS
B	FOR CERTIFICATION/CONSTRUCTION	16.11.20	JS
A	FOR CERTIFICATION/CONSTRUCTION	28.10.20	JS
1	FOR INFORMATION	14.07.20	JS

Scales: 1:100 @ A1 (0 2 3 4 5m)

North

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www.sellickconsultants.com.au

Client Logo: Elevated Living

Status: WORK AS EXECUTED

Original Size	A1	Drawn By: JS	Drafting Check: LH
Date Plotted	20-Sep-21	Designed By: LH	Design Check: LH
Coordinate System	STROMLO GRID	Approved: BW	Approved Date: 20.09.21
Height Datum	AHD	Approved Signature	

Project Name and Location: ELIO, BLOCK 1 SECTION 69 DENMAN PROSPECT

Drawing Title: GENERAL ARRANGEMENT GROUND LEVEL - SHEET 03

Project Number	Type	Discipline	Drawing Number Level	Series	No	Rev
190186	DRG	HYD	L00	00	03	C

File Name: P:\2019\190186_B1-S69-Denamn-Prospect_Elevated-Heights\04_CAD\4.2_Drawings\HYD\190186-drg-hyd-L00-0003.dwg

DRAINAGE PLAN DETAILS

PLAN No: _____

OWNER: ELEVATED LIVING

BLOCK: 1 SECTION: 69

SUBURB: DENMAN PROSPECT

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SELLICK INNOVATION

PATENT NUMBER: 2013100877

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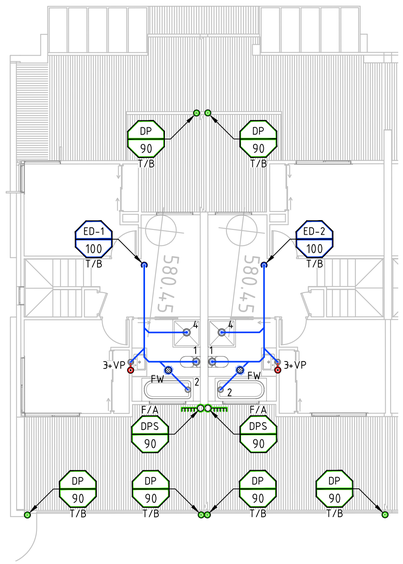
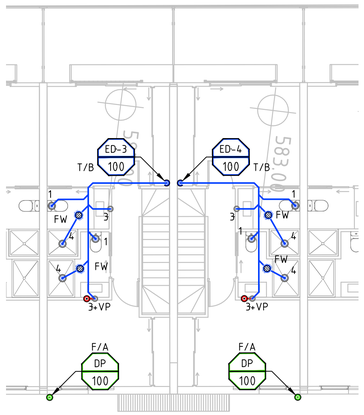
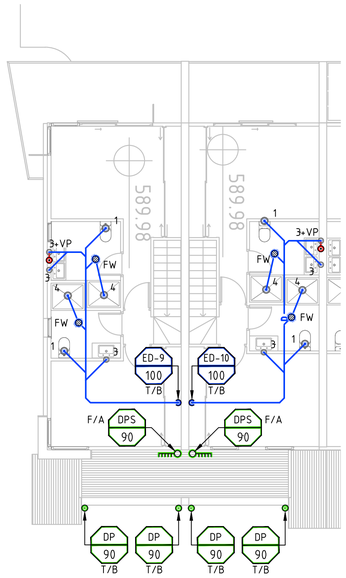


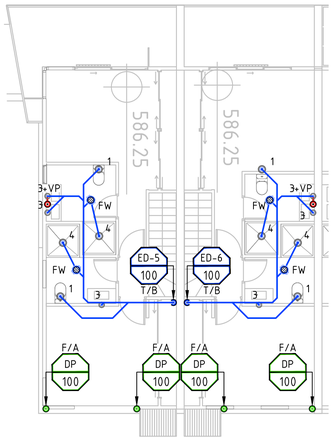
BLOCK A - UPPER FLOOR
TYPICAL ARRANGEMENT



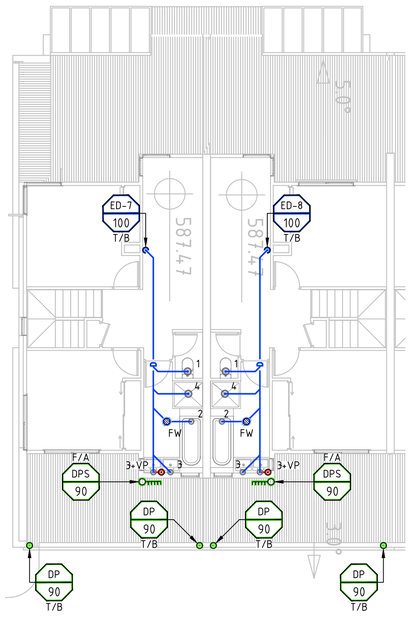
BLOCK B & H - UPPER FLOOR
TYPICAL ARRANGEMENT



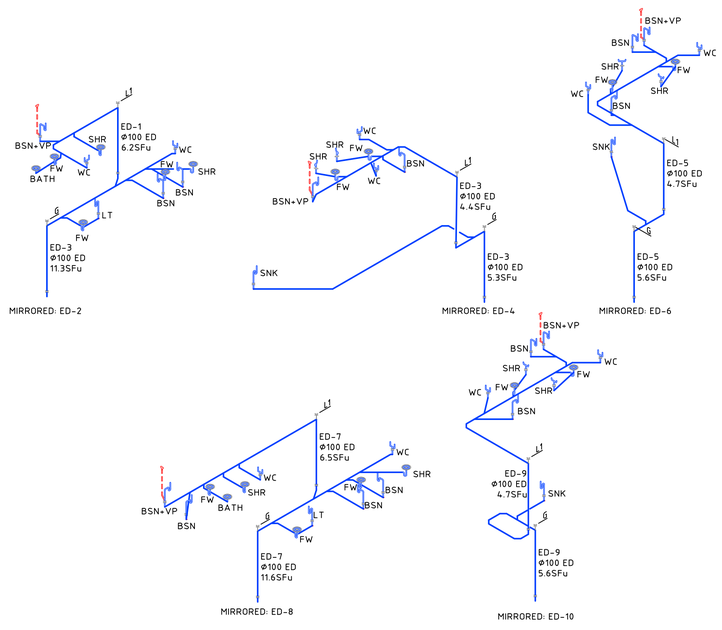
BLOCK E- UPPER FLOOR
TYPICAL ARRANGEMENT



BLOCK C & G- UPPER FLOOR
TYPICAL ARRANGEMENT



BLOCK D & F - UPPER FLOOR
TYPICAL ARRANGEMENT



SANITARY ISOMETRICS

PLUMBING PLAN APPROVED

SIGNATURE: _____

APPROVED BY: John Chiera

REG. NUMBER: 199615657

DATE: 20/09/2021

Rev	Description	Date	Drawn By
B	WORK AS EXECUTED	20.09.21	JS
A	FOR CERTIFICATION/CONSTRUCTION	28.10.20	JS
1	FOR INFORMATION	14.07.20	JS

Scales: 0 2 3 4 5m — 1:100 @ A1

North

DO NOT SCALE OFF DRAWINGS. VERIFY ALL DIMENSIONS ON SITE PRIOR TO WORK.
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Client Logo: Elevated Living

Status: WORK AS EXECUTED

Original Size	A1	Drawn By: JS	Drafting Check: LH
Date Plotted	20-Sep-21	Designed By: LH	Design Check: LH
Coordinate System	STROMLO GRID	Approved: BW	Approved Date: 20.09.21
Height Datum	AHD	Approved Signature	

Project Name and Location: ELIO
BLOCK 1 SECTION 69 DENMAN PROSPECT

Drawing Title: GENERAL ARRANGEMENT
UPPER FLOOR & ISOMETRICS

Project Number	Type	Discipline	Drawing Number Level	Series	No	Rev
190186	DRG	HYD	L01	00	01	B

File Name: P:\2019\190186_B1-S69-Denamn-Prospect _Elevated-Heights\04_CAD\4.2_Drawings\HYD\190186-drg-hyd-L01-0001.dwg

ACT PROPERTY INSPECTIONS

Energy Efficiency Rating

UNDERSTANDING YOUR ENERGY EFFICIENCY RATING (EER)

An energy efficiency rating (EER) is a rating used to identify the energy efficiency of homes in the ACT.

The Civil Law (Sale of Residential Property) Act 2003 requires all homes being sold in the ACT to carry an energy efficiency rating (EER). This enables owners and buyers to compare a home's passive energy performance characteristics with others for sale in the Territory.

In the ACT, established homes are assessed using 1st generation software, and can achieve **0 to 6 stars** in the rating scheme.

Houses with a higher EER are more cost and energy efficient, use less energy for heating and cooling, generate lower greenhouse gas emissions, and are more comfortable.

What information is taken into account when assessing my homes energy efficiency?

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

What information is not applicable when assessing my homes energy efficiency?

- Heating and cooling
- Hot water systems
- Lighting systems and appliances
- Solar panels

How can I improve my energy efficiency rating?

Your energy efficiency report will include a list of design options (unless it's already achieved the maximum rating of 6 stars). This will outline the improvements that can be made to gain additional points and increase the overall star rating of your home.

When I built my home, I was provided with a 10-star energy rating. Why has this decreased?

The ACT Government has two software systems in place to generate energy efficiency ratings:

1. Established homes: An on site assessment using 1st generation software. A maximum of 6 stars can be achieved.
2. Brand new homes: A computer based assessment using 2nd generation software. A maximum of 10 stars can be achieved.

If you hold an energy efficiency rating that exceeds 6 stars, it is a 2nd generation EER and would have been provided when your home was brand new.

When assessing a home's energy efficiency for the purpose of sale, property inspection companies are required to use 1st generation software, which will achieve a maximum of 6 stars.

FirstRate Report

HOUSE
ENERGY RATING

YOUR HOUSE ENERGY RATING IS: ★★★★★★ **6 STARS**
in Climate: 24

SCORE: 31 POINTS

Name: Mahon **Ref No:** 70230

House Title: Unit 21 Block 1 Section 69 DENMAN PROSPECT **Date:** 26-05-2026

Address: 21/20 Greenwood St, Denman Prospect 2611

ACT HOUSE ENERGY RATING SCHEME

31 Points 6.0 Stars

Robert Lowe - 20111129

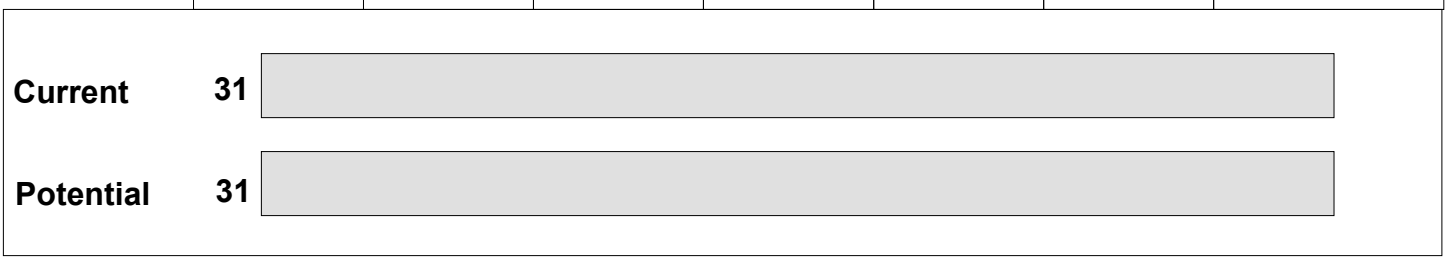
Building Assessor - Class A (Energy Efficiency)

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.

	POOR		AVERAGE		GOOD		V. GOOD
Star Rating	**0 Star**	★	★★	★★★	★★★★	★★★★★	★★★★★★
Point Score	**-71**	**-70 -46**	**-45 -26**	**-25 -11**	**-10 4**	**5 16**	**17**



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

Design options	**Additional points**

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	**31**	★★★★★★

Largest windows in the dwelling;

Direction : North

Area : 13 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. North	31	★★★★★★
2. North East	31	★★★★★★
3. East	27	★★★★★★
4. South East	26	★★★★★★
5. South	28	★★★★★★
6. South West	22	★★★★★★
7. West	19	★★★★★★
8. North West	21	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: **Unit 21 Block 1 Sec 69 DENMAN PROSPECT, 21/20 Greenwood St, Denman Prospect 261**

Assessor's Name:

Net Conditioned Floor Area: **98.5 m²**

Feature						Points		
						Winter	Summer	Total
CEILING						**12**	**0**	**12**
Surface Area:	5	Insulation:	8					
WALL						**5**	**-2**	**3**
Surface Area:	2	Insulation:	3	Mass:	-3			
FLOOR						**8**	**-2**	**6**
Surface Area:	4	Insulation:	1	Mass:	1			
AIR LEAKAGE (Percentage of score shown for each element)						**5**	**0**	**5**
Fire Place	0 %	Vented Skylights	0 %					
Fixed Vents	0 %	Windows	39 %					
Exhaust Fans	20 %	Doors	25 %					
Down Lights	0 %	Gaps (around frames)	15 %					
DESIGN FEATURES						**0**	**1**	**1**
Cross Ventilation	1							
ROOF GLAZING						**0**	**0**	**0**
Winter Gain	0	Winter Loss	0					
WINDOWS						**3**	**-14**	**-11**

Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
N	13	13%	-16	25	-11	-3
S	5	5%	-6	3	-2	-5
W	2	2%	-3	0	0	-3
Total	20	20%	-26	28	-14	-11

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

The contribution of heavyweight materials to the window score is 0 points			Winter	Summer	Total
RATING	★★★★★★	**SCORE**	**33**	**-17**	**31***

*** includes 15 points from Area Adjustment**

Detailed House Data

House Details

ClientName	Mahon
HouseTitle	Unit 21 Block 1 Sec 69 DENMAN PROSPECT
StreetAddress	21/20 Greenwood St, Denman Prospect 2611
FileCreated	26-05-2026

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.0	5.0m²
2	Timber	Enclosed	No	No	No	Float Timb	R1.0	48.2m²
3	Timber	NA	Yes	No	No	Tiles	R0.0	10.0m²
4	Timber	NA	Yes	No	No	Carp	R0.0	39.0m²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Framed: FC Sheet Clad	No	R0.5	5.0m	2.4m
2	Framed: FC Sheet Clad	Yes	R0.0	7.1m	2.4m
3	Brick Veneer	No	R2.0	6.0m	2.7m
4	Weatherboard	No	R2.0	4.2m	2.7m
5	Weatherboard	No	R2.0	9.0m	2.4m
6	Framed: FC Sheet Clad	Yes	R0.0	21.8m	2.4m
7	Framed: FC Sheet Clad	Yes	R0.0	20.8m	2.7m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Low Ventilation	No	Yes	R5.0	53.2m²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	S	2.4m	1.5m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
2	W	2.4m	0.9m	No	DG	ALIMPR	HB	No	1.2m	1.2m	0.0m
3	N	2.4m	2.7m	No	DG	ALIMPR	HB	No	2.0m	2.0m	3.0m
4	N	2.4m	2.7m	No	DG	ALIMPR	HB	No	2.0m	2.0m	1.0m
5	S	1.2m	0.9m	No	DG	ALIMPR	HB	No	1.0m	1.0m	1.0m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
2	W	2.4m	0.9m	10.0m	1.2m	12.4m	-0.6m	0.0m	0.0m	10.0m	0.0m

Zoning Details

Is there Cross Flow Ventilation ?	Good

Air Leakage Details

Location	Suburban
Is there More than One Storey ?	Yes
Is the Stairwell Separated by Doors ?	No
Is the Entry open to the Living Area ?	Yes

Is the Entry Door Weather Stripped ?	Yes
Area of Heavyweight Mass	0m²
Area of Lightweight Mass	0m²

	Sealed	UnSealed
Chimneys	0	0
Vents	0	0
Fans	2	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	1
External Doors	0	0

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

ACT PROPERTY INSPECTIONS

Insurance Certificates & Tax Invoice

If a home was built before 1990

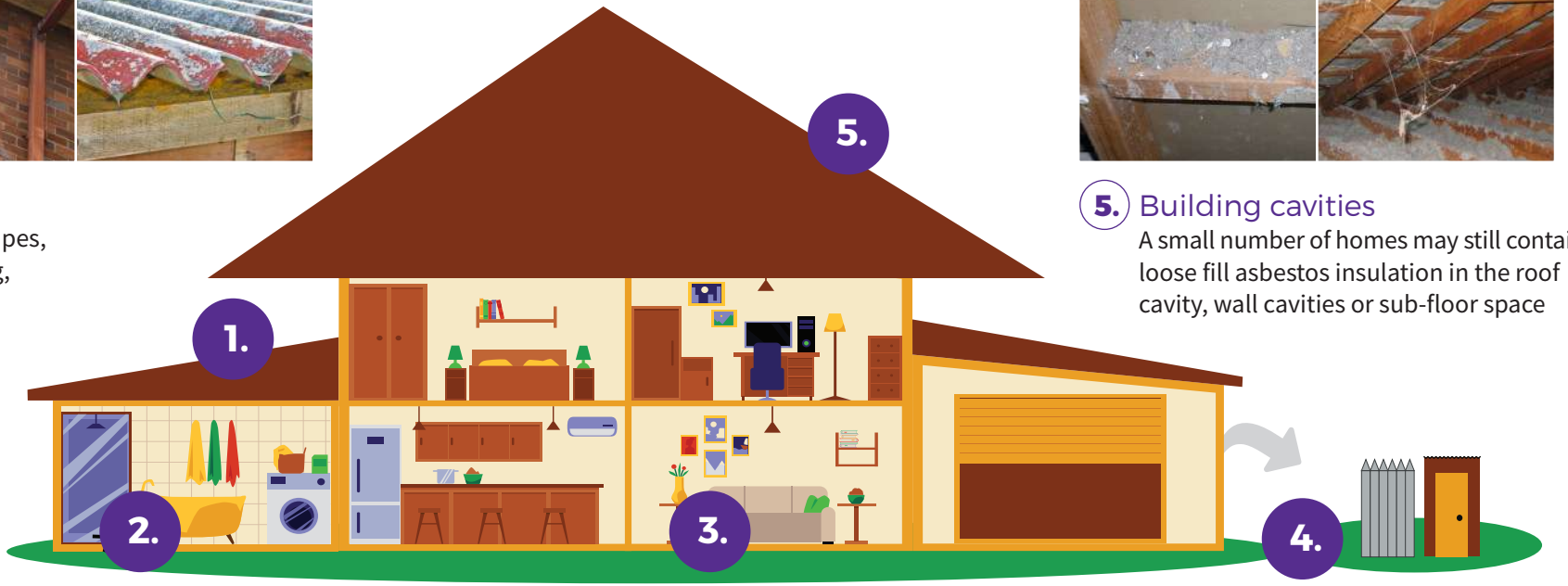
it may contain dangerous asbestos material

ACT Government

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

Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

If a home was built before 1990

it may contain dangerous asbestos material

ACT Government

Assess the risk

A licensed asbestos assessor can help identify asbestos in your home and its condition.

Asbestos materials become dangerous when:

Broken or in poor condition

Damaged accidentally

Disturbed during renovation or repairs

Loose fill asbestos insulation

Manage asbestos safely

- Monitor the condition of asbestos in your home
- Inform tradespeople of locations of asbestos in your home
- Avoid disturbing or damaging asbestos if working on your home
- Engage a licensed asbestos removalist to remove asbestos

If you suspect your home contains loose fill asbestos insulation, contact Access Canberra

For more information, visit www.worksafe.act.gov.au or call Access Canberra contact centre – 13 22 81

If you need interpreting help, telephone the Translating and Interpreting Service on 131 450

*Advice based on the Asbestos Safety and Eradication Agency's residential asbestos disclosure research.

Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

priceforbes
Price Forbes & Partners
The Minster Building
21 Mincing Lane
London
EC3R 7AG
www.priceforbes.com

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 Altree 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

TAX INVOICE

Alana Mahon
21/20 Greenwood St
DENMAN PROSPECT ACT 2611
AUSTRALIA

Invoice Date
19 May 2026

Invoice Number
INV-70230

Reference
21/20 Greenwood St,
Denman Prospect ACT 2611,
Australia

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

Description	Quantity	Unit Price	GST	Amount AUD
ACTPLA Fees - No GST	1.00	186.70	GST Free	186.70
Property Report	1.00	1,475.73	10%	1,475.73
Energy Efficiency Report (Complimentary)	1.00	0.00		0.00
Deferred Payment (Complimentary)	1.00	0.00		0.00
			Subtotal	1,662.43
			TOTAL GST 10%	147.57
			TOTAL AUD	**1,810.00**

Due Date: 15 Nov 2026
Payment terms – Deferred payment account. This account should be paid in full within 14 days on the earlier of:
(a) Settlement of the property
(b) If the Property has not been listed for sale within 3 months of the Property Inspection Date
(c) If the property is no longer listed for sale
(d) 180 days after the Property Inspection Date

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

Payment Options

Pexa : please quote the invoice number as the reference

Direct Deposit : BSB: 012084 Account Number: 194679655
Account Name: ACT Property Inspections Pty Ltd
Please reference your name and invoice number

Cheques : please make payable to ACT Property Inspections Pty Ltd

View and pay online now