

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		1	1869	1	117	Holt
		and known as 1/131 Britten-Jones Drive, Holt ACT 2615				
Seller	Full name	Marcus John Bongi				
	ACN/ABN					
	Address	Unit 1, Wiluna, 131 Britten-Jones Drive, Holt, ACT 2615				
Seller Solicitor	Firm	Convey Legal				
	Email	convey@conveylegal.com.au				
	Phone	1300 433 703	Ref 2690CVL			
	DX/Address	PO Box 11, Reservoir VIC 3073				
Stakeholder	Name	Hive Property (ACT) Pty Ltd Trust Account				
Seller Agent	Firm	Hive Property				
	Email	sarah@hiveproperty.co				
	Phone	0403 524 615	Ref Sarah Turnbull			
	DX/Address	Level 1, 4 Campion Street, Deakin ACT 2600				
Restriction on Transfer	Mark as applicable	☒ Nil ☐ section 370 ☐ section 280 ☐ section 306 ☐ section 351				
Land Rent	Mark one	☒ Non-Land Rent Lease ☐ Land Rent Lease				
Occupancy	Mark one	☒ Vacant possession ☐ Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents				
Goods	Description	Fixed floor coverings, light fittings, window treatments as inspected				
Date for Registration of Units Plan						
Date for Completion On or before 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:
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Read This Before Signing: Before signing this Contract you should ensure that you understand your rights and obligations. You should read the important notes on page 3. You should get advice from your solicitor.

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- ☐ Proposed plan
- ☐ Inclusions list

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

- ☐ Inclusions list
- ☐ Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

Invoices

- ☐ Building and Compliance Inspection Report
- ☐ Pest Inspection Report

Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

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

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

Tenancy Summary

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

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

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

RW Amount

(residential withholding payment) — further details

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

Supplier	Name			
	ABN		Phone	
	Business address			
	Email			
Residential Withholding Tax	Supplier's portion of the RW Amount:			\$
	RW Percentage:			%
	RW Amount (ie the amount that the Buyer is required to pay to the ATO):			\$
	Is any of the consideration not expressed as an amount in money?	☐ 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)

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

Warnings

- The Lease may be affected by the *Residential Tenancies Act 1997* (ACT) or the *Leases (Commercial & Retail) Act 2001* (ACT).
- If a consent to transfer is required by law, see clause 4 as to the obligations of the parties.
- 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.
- 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.
- There are serious risks to a Buyer releasing the Deposit before Completion. The Buyer should take legal advice before agreeing to release the Deposit.
- The Buyer should consider the application of the Territory Plan and other planning and heritage issues before signing this Contract.
- If the Lease is a concessional lease then restrictions on transfer and other dealings may apply.

Disputes

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

Exchange of Contract

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

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

1. Definitions and Interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

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

2. Terms of payment

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

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

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

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

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

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

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

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

3. Title to the Lease

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

4. Restrictions on transfer

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

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

5. Particulars of title and submission of transfer

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

6. Buyer rights and limitations

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

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

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

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

8. Adjustments

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

9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

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

12. Additional Seller obligations

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

13. Electronic transaction

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

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

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

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

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

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

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

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

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

13.4.1 each party must:

(a) bear equally any disbursements or fees; and

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

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

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

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

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

13.5.3 the parties must conduct the Electronic Transaction:

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

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

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

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

- the Stakeholder in trust for the Seller and the Buyer;
- (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
 - (d) the decision of the arbitrator is final and binding;
 - (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;
 - (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;
 - (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
 - (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.
- 18.3.2 be ready willing and able to complete but for some default or omission of the other party.
- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
- 18.6.1 must specify the default;
 - 18.6.2 must require the party served with the Default Notice to rectify the default within 7* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and
 - 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.
- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

18. Notice to Complete and Default Notice

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

19. Termination — Buyer default

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

* Alter as necessary

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

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

20. Termination — Seller default

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

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

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

21. Rescission

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

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

22. Damages for delay in Completion

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

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

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

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

- 22.3 The parties agree that:

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

23. Foreign Buyer

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

24. GST

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

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

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

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

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

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

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

24.4.3 the Seller must carry on the enterprise until Completion;

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

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

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

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

24.5 If this Contract says the margin scheme applies:

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

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

in respect of the sale of the Property.

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

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

25. Power of attorney

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

26. Notices claims and authorities

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

26.2 To serve a notice a party must:

26.2.1 leave it at; or

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

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

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

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

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

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

27. Unit title

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

28. Definitions and interpretation

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

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

29. Title to the Unit

29.1 Clauses 3.1, 3.2 and 3.3 do not apply.

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

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

30. Buyer rights limited

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

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

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

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

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

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

34. Damage or destruction before Completion

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

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

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

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

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

38. Rescission of Contract

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

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

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

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

- (a) lodge a purchaser payment notification form with the ATO; and
- (b) give evidence of compliance with clause 51.4.2(a) to the Seller;

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

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

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

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

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

52.5 If the First Instalment of the Deposit is:

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

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

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

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

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

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

53. Residential Withholding Tax

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

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

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

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

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

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

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

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

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

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

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

53.6.2 7 days prior to the Date for Completion, whichever is the earlier.

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

* Alter as necessary

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

Unit 1 UP No. 1869
Block 1 Section 117 Holt
1/131 Britten-Jones Drive, Holt ACT 2615

SPECIAL CONDITIONS

1. INCONSISTENCIES

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

2. VARIATION TO GENERAL CONDITIONS

The General Conditions are amended as follows:

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

3. REPRESENTATIONS AND WARRANTY

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

4. CONTAMINATION

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

5. KEYS

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

6. ENTIRE AGREEMENT

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

7. DEATH OR INCAPACITY

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

8. ADJUSTMENTS

If Completion does not occur on the Date for Completion due to an act or omission of the Buyer, the parties agree that all Land Charges in General Condition 8.1.1 will be adjusted from the Date for Completion and not the date that Completion takes place.

9. GENERAL NON-MERGER

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

10. FINANCE

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

11. ELECTRONIC EXECUTION AND EXCHANGE

The Buyer and Seller agree and acknowledge that:

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

12. EFT or DEFT AUCTION PAY

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

13. DIRECTOR GUARANTEE AND INDEMNITY

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

ANNEXURE A - DEED OF GUARANTEE & INDEMNITY

Director's Guarantee

I/WE (name)

(address)

Director(s) of (Buyer)

(address)

(GUARANTOR/S)

agree as follows:

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

Executed as a Deed Dated:

SIGNED AND SEALED by the GUARANTOR in
the presence of:

Signature of Guarantor

Name of Guarantor

Signature of Witness

Name of Witness

SIGNED AND SEALED by the GUARANTOR in
the presence of:

Signature of Guarantor

Name of Guarantor

Signature of Witness

Name of Witness

CONDITIONS OF AUCTION SALE

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

The following conditions apply:

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

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

Volume 1592 Folio 1 Edition 7

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Holt Section 117 Block 1 on Deposited Plan 9080 with 49 units on Unit Plan 1869

Unit 1 (Class B) entitlement 188 of 10000, 0 subsidiaries

Lease commenced on 21/08/2000, terminating on 29/04/2096

Proprietor

Marcus John Bongi

1/131 Britten Jones Drive Holt ACT 2615

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
05/03/2026	3440409	Mortgage to WESTPAC BANKING CORPORATION (ACN: 007 457 141)

End of interests

Volume 1591 Folio 100 Edition 1**AUSTRALIAN CAPITAL TERRITORY**
TITLE SEARCH**LAND**

Holt Section 117 Block 1 on Deposited Plan 9080 with 49 units on Unit Plan 1869

Lease commenced on 21/08/2000, terminating on 29/04/2096

COMMON PROPERTY**Proprietor**

The Owners - Units Plan No 1869

C/- ACT Strata Management Services, PO Box 3208,, Weston Act

REGISTERED ENCUMBRANCES AND INTERESTS

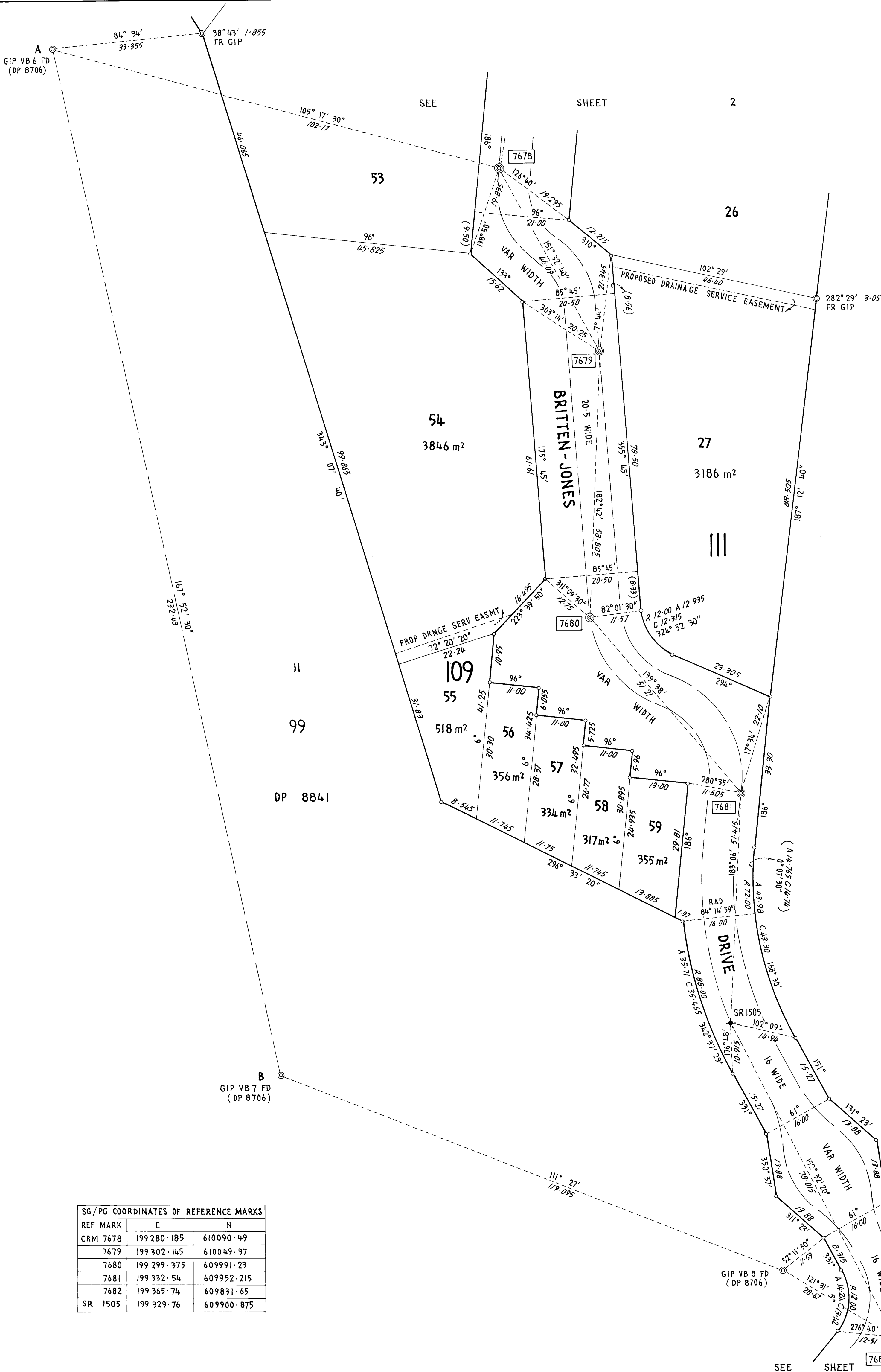
Original title is **Volume N/A Folio N/A**

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
22/11/2000	1184512	Special Resolution Altering Articles
22/11/2001	1235383	Notice of Change of Address
03/04/2007	1518574	Application to Note Special Resolution
13/10/2009	1652043	Application to Note Special Resolution
19/12/2012	1836054	Application to Note Special Resolution - Refer Instrument
05/04/2019	2210308	Application to Note Special Resolution

End of interests



SG/PG COORDINATES OF REFERENCE MARKS		
REF MARK	E	N
CRM 7678	199 280.185	610090.49
7679	199 302.145	610049.97
7680	199 299.375	609991.23
7681	199 332.54	609952.215
7682	199 365.74	609831.65
SR 1505	199 329.76	609900.875

REFERENCE MARKS

Denotes GIP in road 1.93 radially from T.P.

--- C.B. --- 1.03 --- T.P.

⊙ " PLAQUE IN KERB

⊙ " DEEP DRIVEN ROD

⊙ " DH&W IN KERB

(Except as otherwise shown)

NOTE: Azimuth: A-B (Strom)

All Easements are 2.5 metres wide

(Except as otherwise shown)

Field Books:

I JAMES WILBUR SAWKINS of JR VAUGHAN BURTON & ASSOC PTY LTD CANBERRA a surveyor registered under the Surveyors Act 1967 hereby certify that the survey represented on this plan is accurate and has been made (1) by me (2) under my immediate supervision in accordance with Survey Practice Directions 1997 and was completed on 16 DECEMBER 1996

(Signature) James Sawkins 17.12.96

Surveyor registered under the Surveyors Act 1967

I certify that this plan is the plan prepared in accordance with the Districts Act 1966

29/1/97

Chief Surveyor of the ACT Government

PLAN OF

BLOCKS 47-59 SECTION 109

BLOCKS 20-27 SECTION III

BLOCK I SECTION 117

BEING A SUBDIVISION OF BLOCK 10 SECTION 99

DIVISION: HOLT

DISTRICT: BELCONNEN

AUSTRALIAN CAPITAL TERRITORY

SCALE 1: 500

0 5 10 20 30 METRES

Deposited in the office of the Registrar of Titles in Canberra in the Australian Capital Territory the 8th day of May 1997 at 10 minutes past 10 o'clock in the forenoon

Approved

ROBERTSON

1 DEPUTY REGISTRAR GENERAL

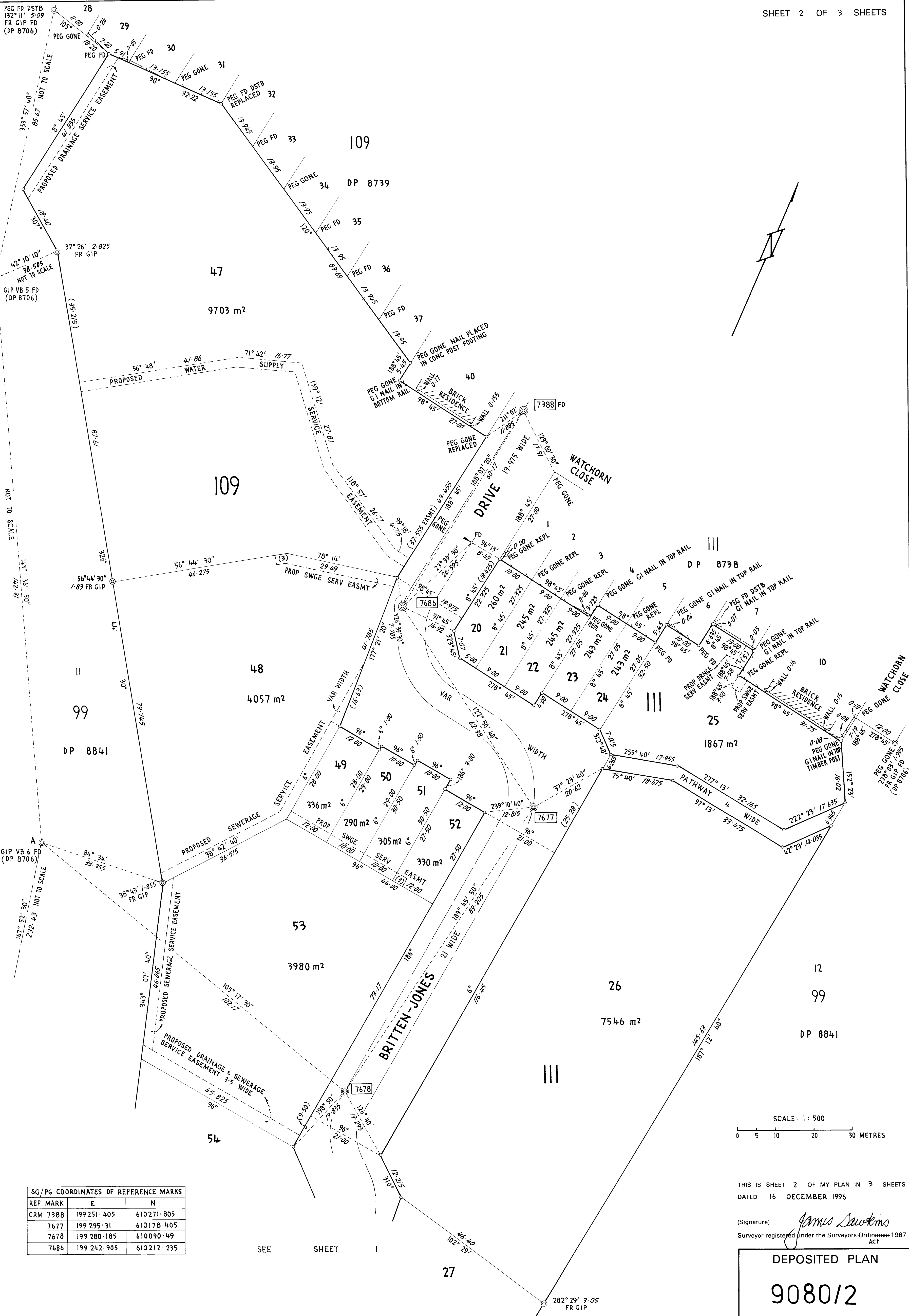
Registrar of Titles

DEPOSITED PLAN

9080/1

AMENDS DP 8841

X15990/1 80462 /2-1



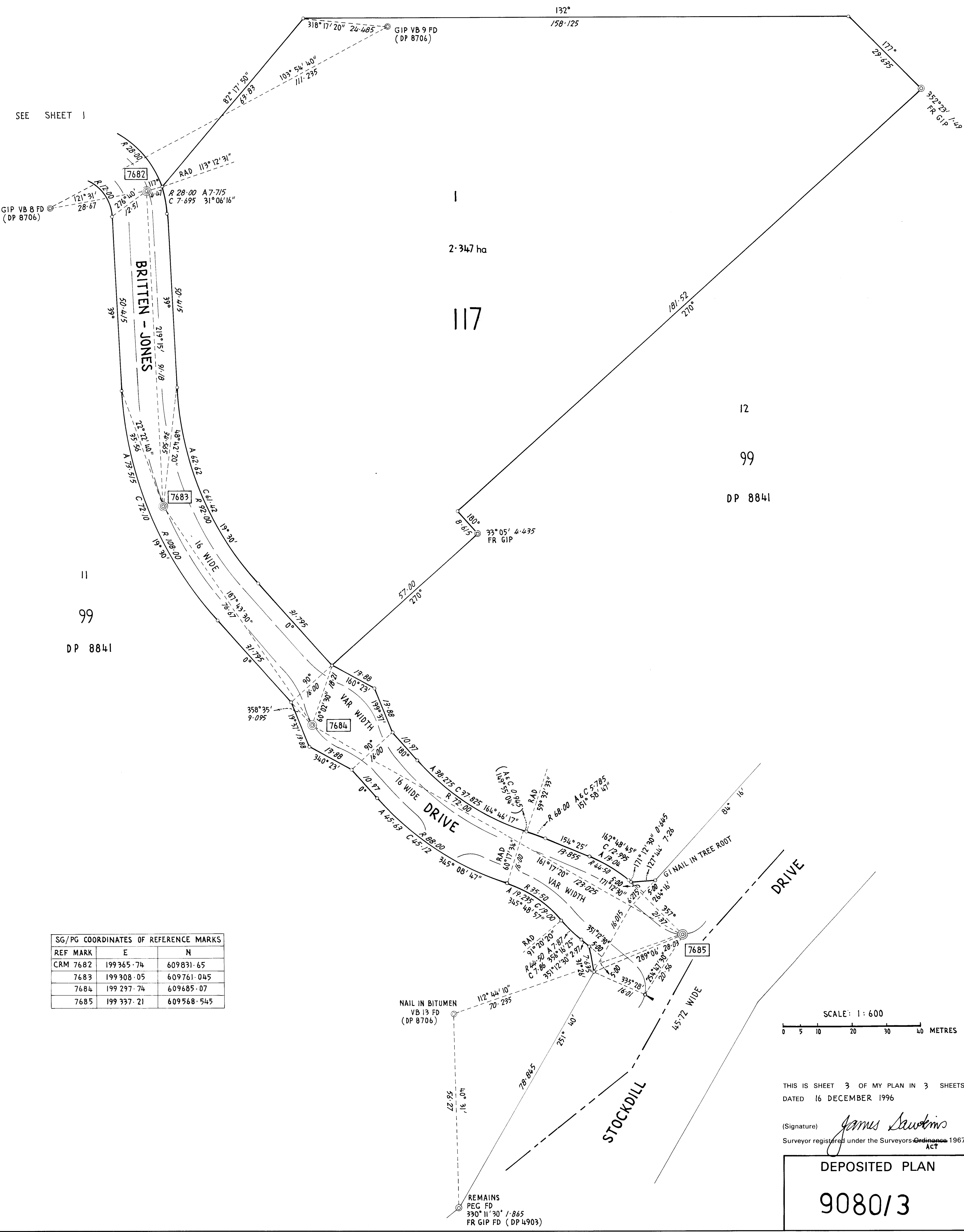
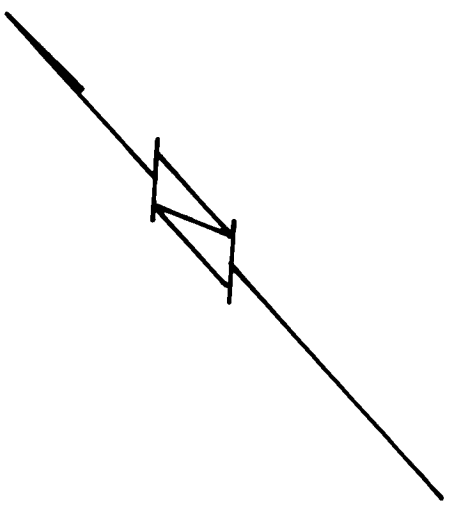
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CRM 7388	199 251.405	610271.805
7677	199 295.31	610178.405
7678	199 280.185	610090.49
7686	199 242.905	610212.235

THIS IS SHEET 2 OF MY PLAN IN 3 SHEETS
DATED 16 DECEMBER 1996

(Signature) *James Sawkins*
Surveyor registered under the Surveyors Ordinance 1967
Act

DEPOSITED PLAN

9080/2

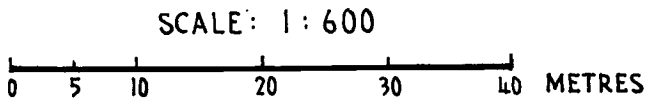


SEE SHEET 1

11
99
DP 8841

12
99
DP 8841

SG/PG COORDINATES OF REFERENCE MARKS		
REF MARK	E	N
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7683	199308.05	609761.045
7684	199297.74	609685.07
7685	199337.21	609568.545



THIS IS SHEET 3 OF MY PLAN IN 3 SHEETS
DATED 16 DECEMBER 1996

(Signature) *James Sawkins*
Surveyor registered under the Surveyors Ordinance 1967
Act

DEPOSITED PLAN

9080/3

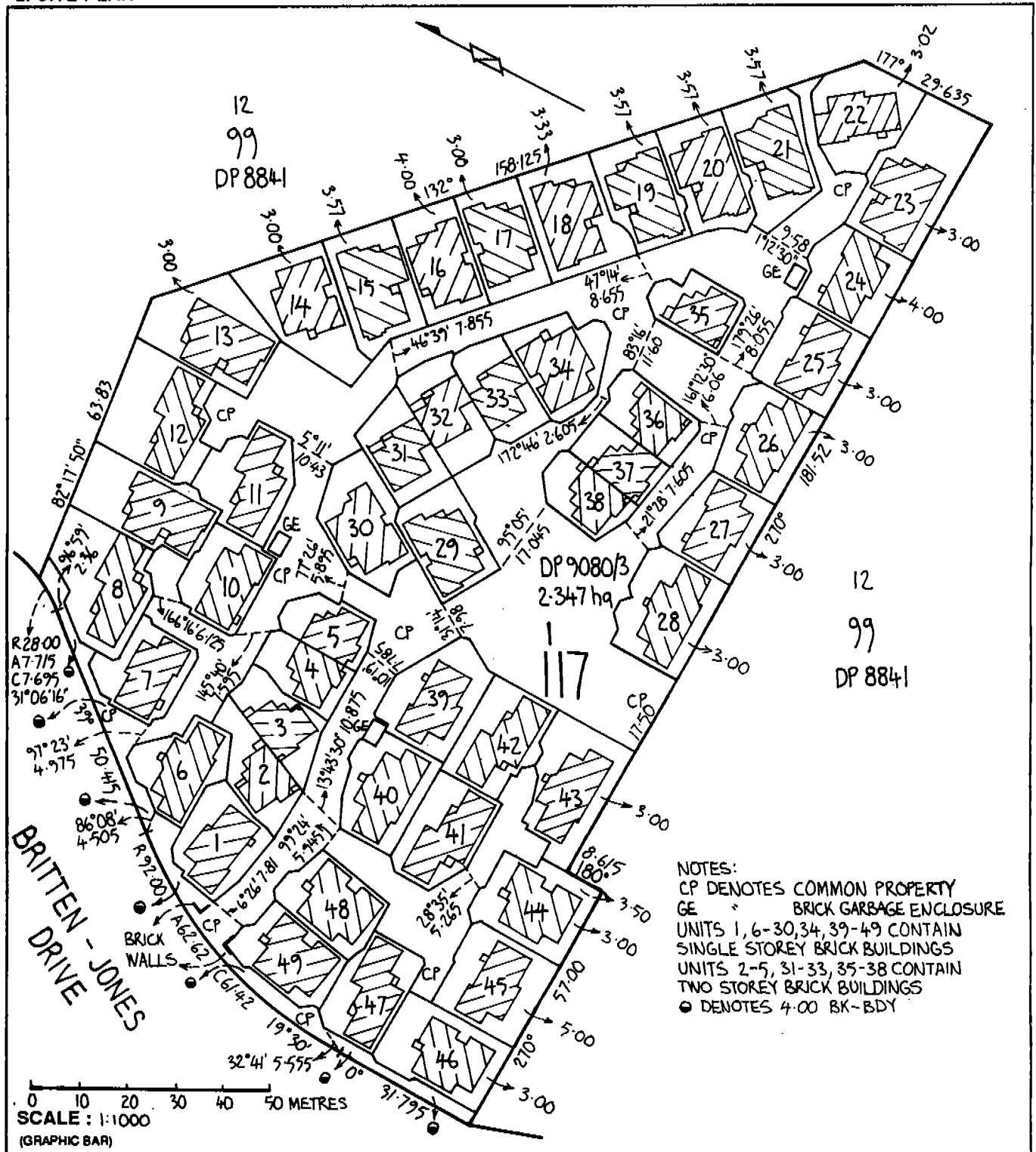
REMAINS
PEG FD
330° 11' 30" 1.865
FR GIP FD (DP 4903)

UNITS PLAN No 1869

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
HOLT	117	1

2. SITE PLAN



3. EXECUTION

Applicant	P. Sel' 2/6/00 REGISTERED Surveyor	Mona Seed Delegate of the Minister
------------------	--	--

XUP 16869

SURVEYOR'S DECLARATION

1. LAND

UNITS PLAN NO. 1869

DISTRICT/DIVISION	SECTION	BLOCK	VOL:FOL	DEPOSITED PLAN NO.
HOLT	117	1	1515 : 81	9080/3

2. NAME OF MANAGER/CORPORATION AND ADDRESS FOR SERVICE OF NOTICES

INDEPENDENT BODY CORPORATE

222 CITY WALK, CANBERRA CITY 2601

NB Any change of address of the body corporate for service of notice must be advised to the Registrar-General's Office

3. SURVEYOR'S DECLARATION

I, PETER JOHN SELF
of JOHN RAE & ASSOCIATES, PO BOX 574 MITCHELL ACT 2911
a surveyor registered under the Surveyor's Act 1967, hereby certify that -

1. the survey represented by the diagrams on forms 1A and 3 of this plan is accurate and has been made by me/~~under my immediate supervision (delete whichever is inapplicable)~~ and was completed on 10th MAY 2000

2. the said survey is in accordance with the following Acts -
(a) Unit Titles Act 1970;
(b) Land Titles (Unit Titles) Act 1970;
(c) Land Titles Act 1925;
and any regulations made under those Acts, and is in accordance with the Survey Practice Directions 1995.

3. each building (including any material attached to it) or building in the course of erection on the parcel is wholly within the parcel.
OR AND
3. (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 any material 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, as an appurtenance to the parcel.

4. where an expression used in this form is defined in the Unit Titles Act 1970, that expression has the same meaning as in that Act.

Dated this 2nd day of JUNE 19 2000

P. Self
Signature of Surveyor

4. APPROVAL UNDER UNIT TITLES ACT 1970

Approved under the Unit Titles Act 1970 as the Units Plan for the subdivision of the abovementioned parcel of land.

Where the Units Plan indicates a part of a wall or part of a building or material attached to either encroaches beyond the boundaries of the parcel onto a public place within the meaning of the Roads and Public Places Act 1937, I do not object to the continuance of the encroachment in its present form for the life of the building of which the encroachment forms part or for the term of the existing Crown Lease, whichever period is the shorter.

Dated this Eighteenth day of August 19 2000

Monica Saad
Monica Saad
Delegate of the Minister

CERTIFICATE OF REGISTRATION

EXAMINED:	<u>[Signature]</u>
REGISTERED:	<u>[Signature]</u>
DATE:	21 AUG 2000

ANNEXURE TO SCHEDULE OF UNIT ENTITLEMENTS

UNITS PLAN No. 1869

DISTRICT/DIVISION HOLT SECTION 117 BLOCK 1

COLUMN 1			COLUMN 2	
UNIT NO.	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	CERTIFICATE OF TITLE	
			VOLUME	FOLIO
1	188	—	1592	1
2	192	—	1592	2
3	187	—	1592	3
4	192	—	1592	4
5	192	—	1592	5
6	199	—	1592	6
7	183	—	1592	7
8	204	—	1592	8
9	240	—	1592	9
10	183	—	1592	10
11	196	—	1592	11
12	206	—	1592	12
13	238	—	1592	13
14	204	—	1592	14
15	241	—	1592	15
16	215	—	1592	16
17	215	—	1592	17
18	234	—	1592	18
19	236	—	1592	19
20	241	—	1592	20
21	236	—	1592	21
22	192	—	1592	22
23	234	—	1592	23
24	195	—	1592	24

Aggregate

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

Volume 1591 Folio 100

Applicant

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

Dated this Eighteenth day of August 2000

Monica Saad
Monica Saad

Delegate of the Minister

Andrew Taylor
Registrar-General

Deputy Registrar - General

ANNEXURE TO SCHEDULE OF UNIT ENTITLEMENTS

UNITS PLAN No. 1869

DISTRICT/DIVISION HOLT SECTION 117 BLOCK 1

COLUMN 1			COLUMN 2	
UNIT NO.	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	CERTIFICATE OF TITLE	
			VOLUME	FOLIO
25	190	—	1592	25
26	202	—	1592	26
27	195	—	1592	27
28	207	—	1592	28
29	209	—	1592	29
30	203	—	1592	30
31	202	—	1592	31
32	202	—	1592	32
33	207	—	1592	33
34	203	—	1592	34
35	187	—	1592	35
36	187	—	1592	36
37	187	—	1592	37
38	187	—	1592	38
39	188	—	1592	39
40	199	—	1592	40
41	194	—	1592	41
42	199	—	1592	42
43	202	—	1592	43
44	207	—	1592	44
45	190	—	1592	45
46	207	—	1592	46
47	199	—	1592	47
48	202	—	1592	48

Aggregate



Applicant

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

Dated this Eighteenth day of August 192000

Monica Saad
Monica Saad

Delegate of the Minister

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 1591 Folio 100

Andrew Taylor
Registrar-General

Deputy Registrar - General

UNITS PLAN No...1869

DISTRICT/DIVISION.....HOLT.....SECTION.....117.....BLOCK.....1.....

[illegible]

UNIT PLAN No 1869

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
HOLT	117	1

2. FLOOR NUMBER - GROUND LEVEL - CLASS "B" UNITS

3. FLOOR PLAN (Please indicate class of Units ie Class "A" or "B")

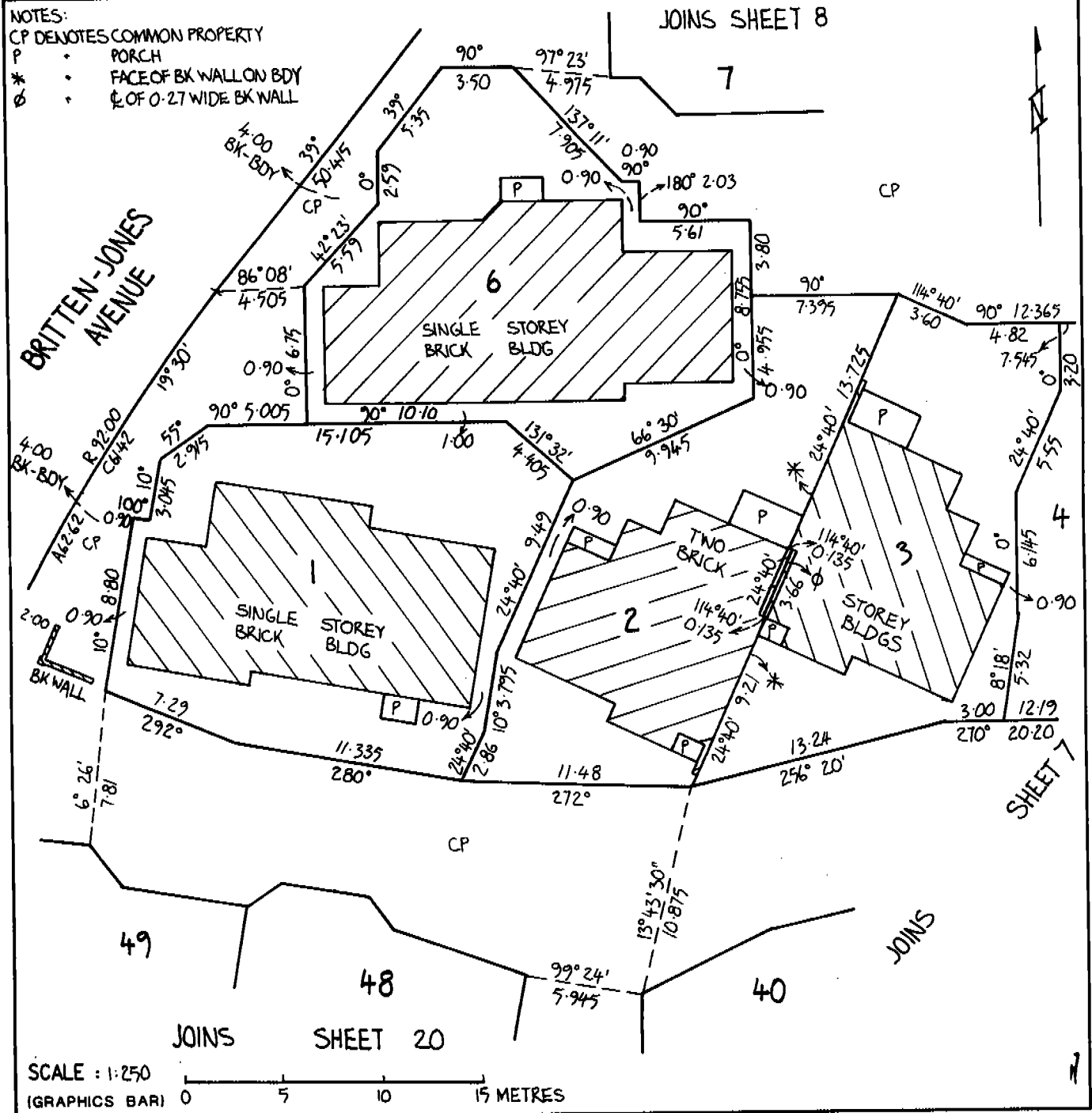
NOTES:

CP DENOTES COMMON PROPERTY

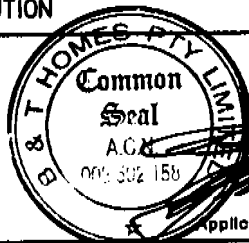
P = PORCH

* = FACE OF BK WALL ON BDY

Ø = E.O.F 0.27 WIDE BK WALL



3. EXECUTION



Applicant

Monica Seed

Delegate of the Minister

UNIT PLAN No 1869**1. LAND**

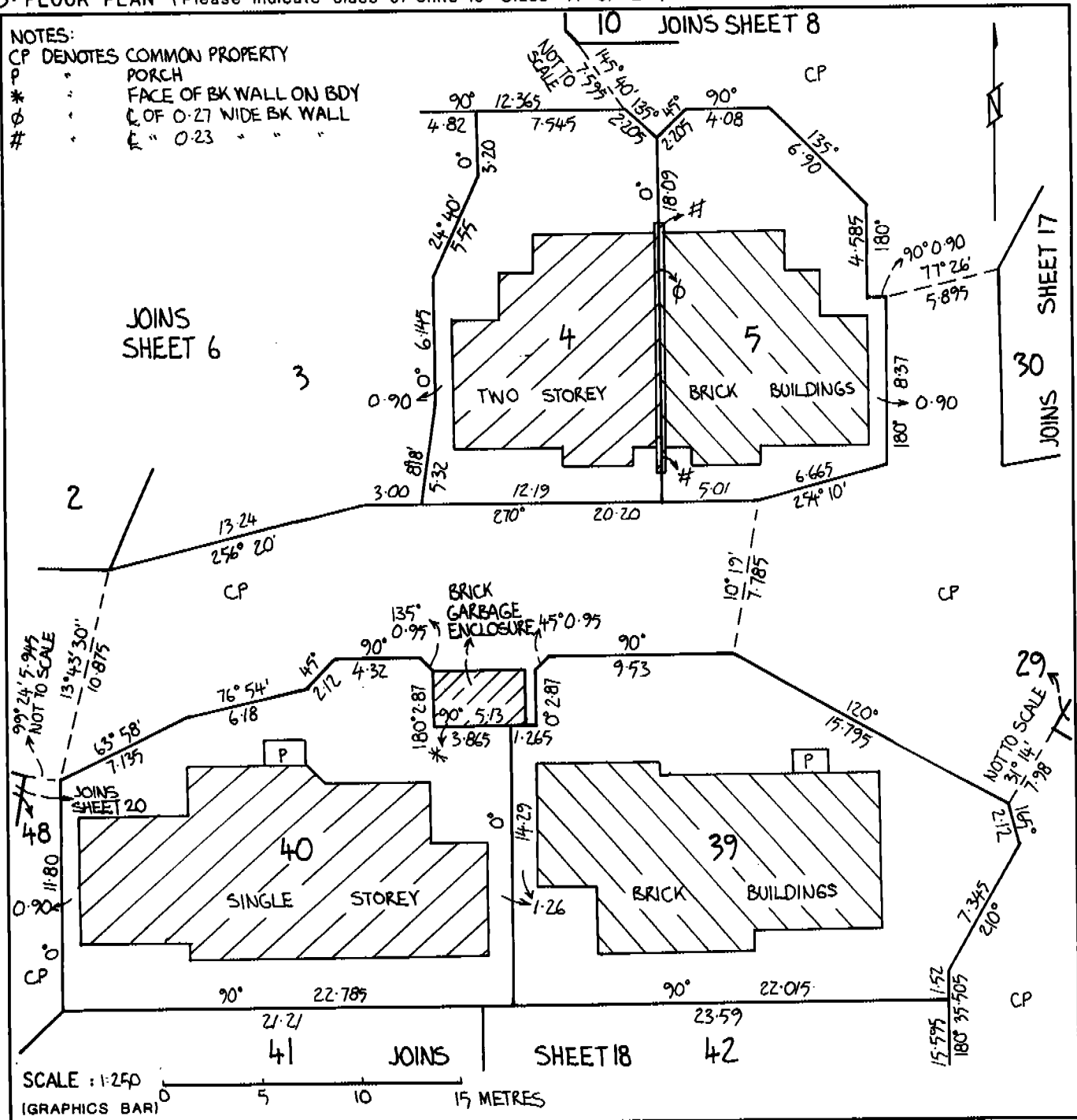
DISTRICT/DIVISION	SECTION	BLOCK
HOLT	117	1

2. FLOOR NUMBER - GROUND LEVEL-CLASS "B" UNITS

3. FLOOR PLAN (Please indicate class of Units ie Class "A" or "B")

NOTES:

CP DENOTES COMMON PROPERTY
 P " PORCH
 * " FACE OF BK WALL ON BDY
 Ø " Ø OF Ø-27 WIDE BK WALL
 # " Ø-23 " " "

**3. EXECUTION**

Maria Seed
 Minister

Delegate of the Minister

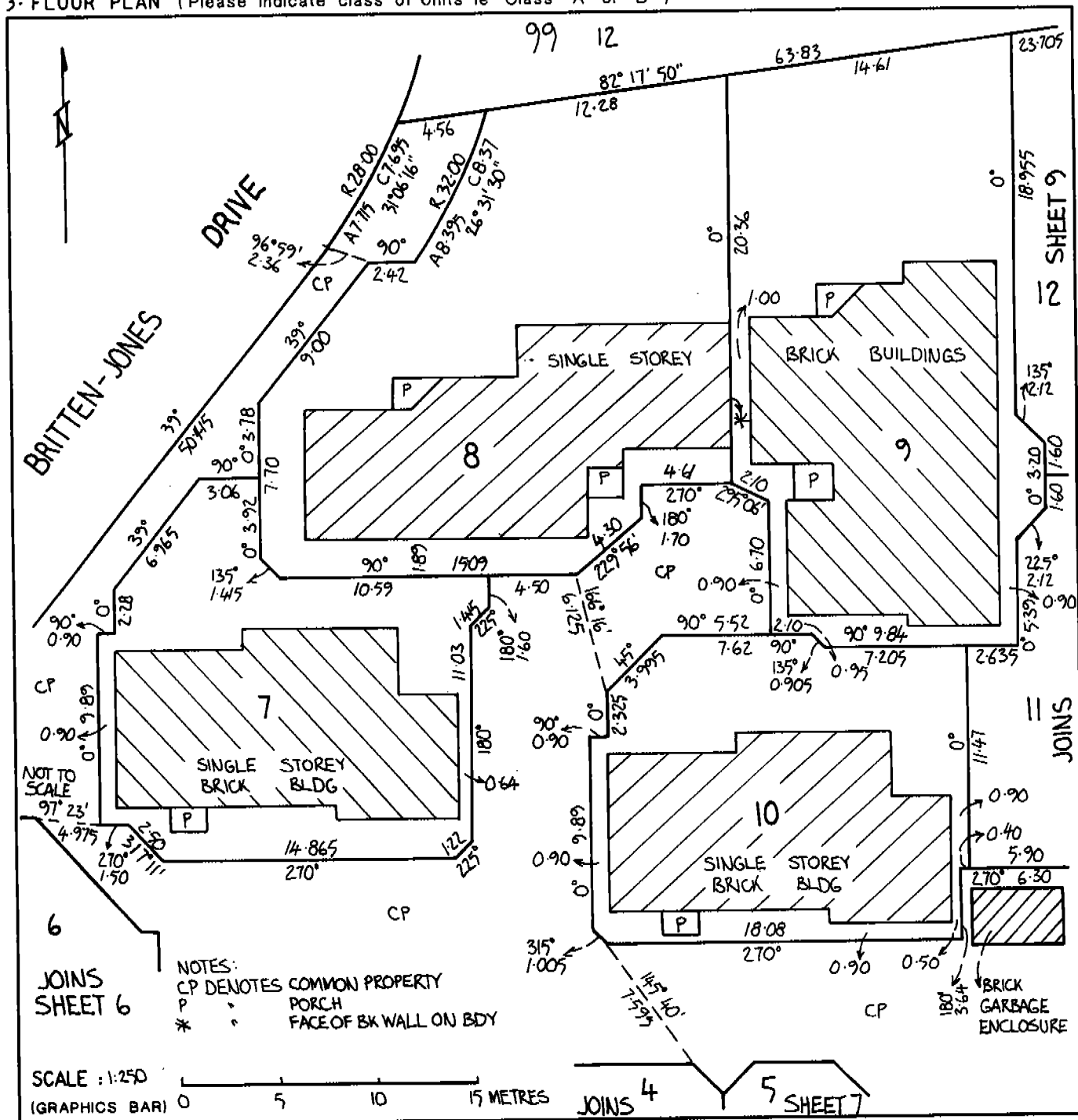
UNIT PLAN No 1869

1. LAND

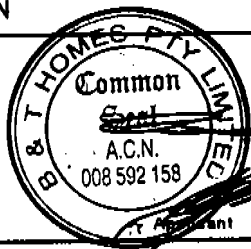
DISTRICT/DIVISION	SECTION	BLOCK
HOLT	117	1

2. FLOOR NUMBER - GROUND LEVEL - CLASS "B" UNITS

3. FLOOR PLAN (Please indicate class of Units ie Class "A" or "B")



3. EXECUTION



Abner Seed
Abner Seed
Abner Seed
Delegate of the Minister

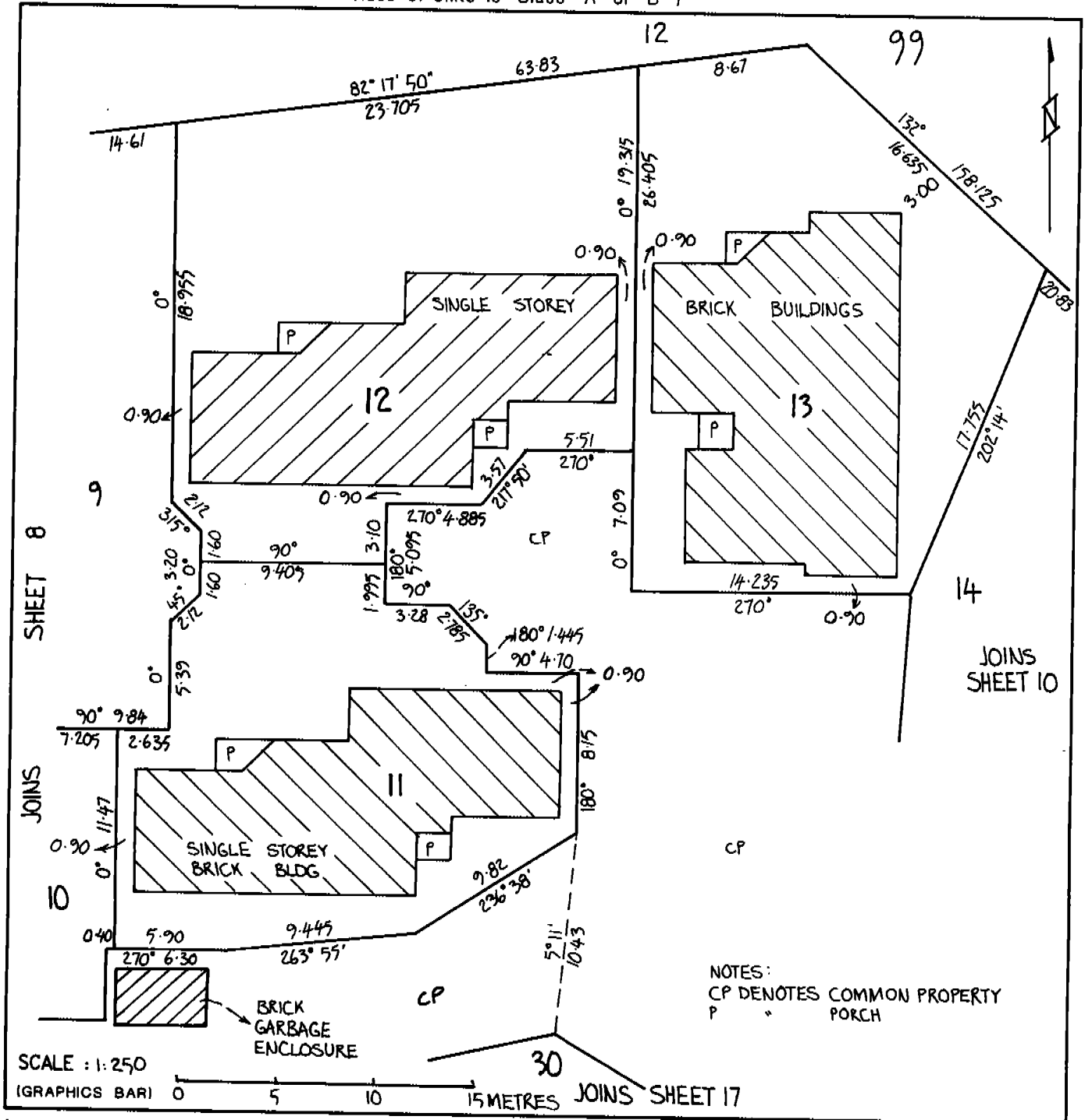
UNIT PLAN No 1869

1. LAND

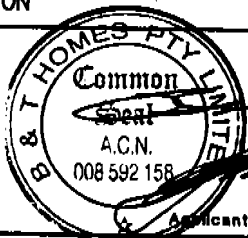
DISTRICT / DIVISION	SECTION	BLOCK
HOLT	117	1

2. FLOOR NUMBER - GROUND LEVEL - CLASS "B" UNITS

3. FLOOR PLAN (Please indicate class of Units ie Class "A" or "B")



3. EXECUTION



Marina Sead

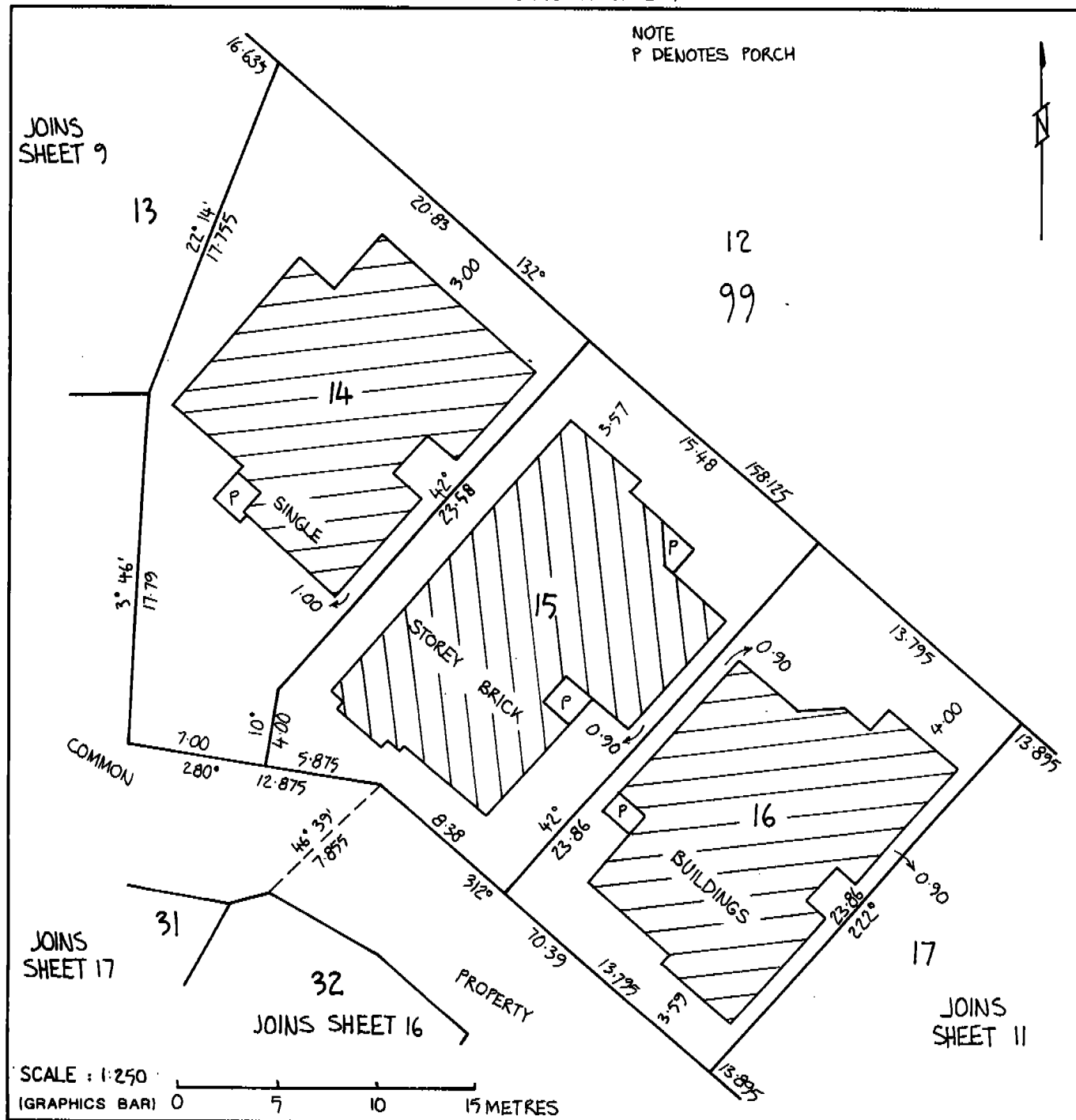
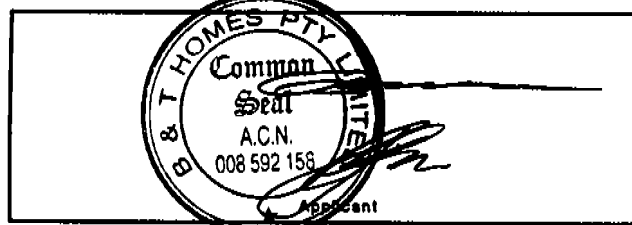
Delegate of the Minister

UNIT PLAN No 1869**1. LAND**

DISTRICT/DIVISION	SECTION	BLOCK
HOLT	117	1

2. FLOOR NUMBER - GROUND LEVEL - CLASS "B" UNITS

3. FLOOR PLAN (Please indicate class of Units ie Class "A" or "B")

**3. EXECUTION**

Mama Soal

Mama Soal

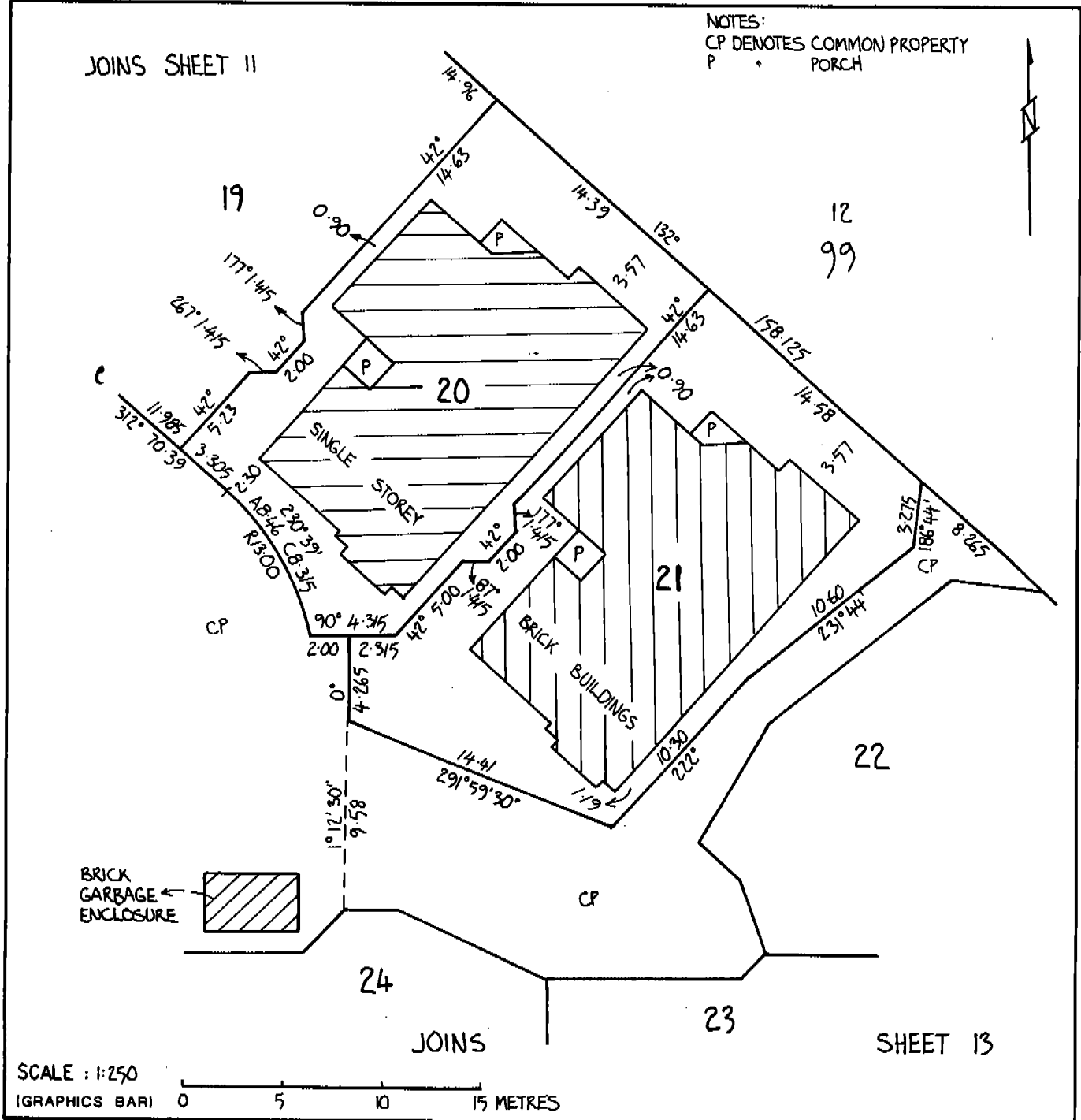
Deputy of the Minister

UNIT PLAN No 1869**1. LAND**

DISTRICT/DIVISION	SECTION	BLOCK
HOLT	117	1

2. FLOOR NUMBER - GROUND LEVEL- CLASS "B" UNITS

3. FLOOR PLAN (Please indicate class of Units ie Class "A" or "B")

**3. EXECUTION**

	<i>Monica Seed</i> Delegate of the Minister
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UNIT PLAN No 1869**1. LAND**

DISTRICT/DIVISION	SECTION	BLOCK
HOLT	117	1

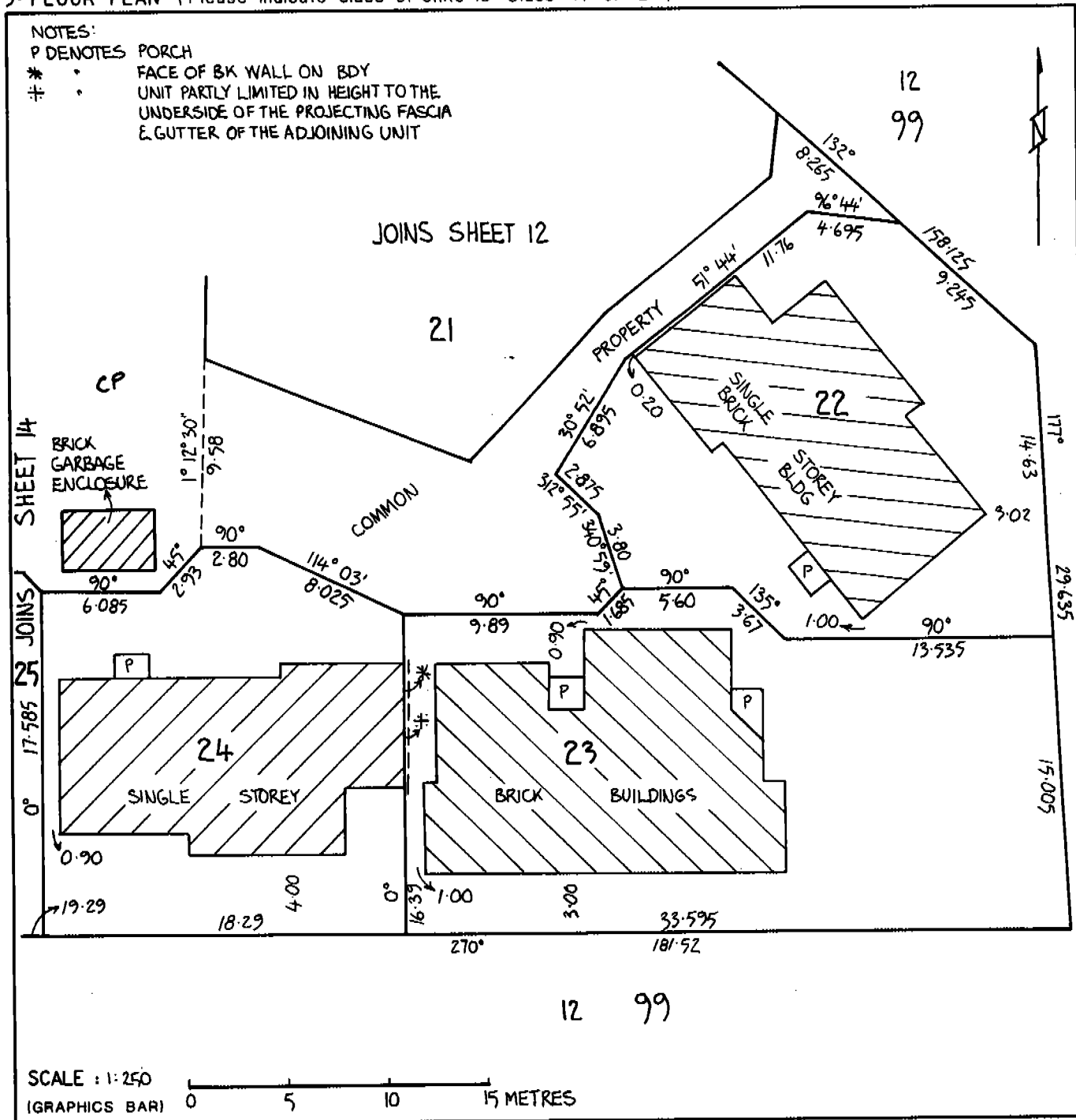
2. FLOOR NUMBER - GROUND LEVEL - CLASS "B" UNITS

3. FLOOR PLAN (Please indicate class of Units ie Class "A" or "B")

NOTES:

P DENOTES PORCH

* * FACE OF BK WALL ON BDY
 + * UNIT PARTLY LIMITED IN HEIGHT TO THE
 UNDERSIDE OF THE PROJECTING FASCIA
 & GUTTER OF THE ADJOINING UNIT

**3. EXECUTION**

Thina Seed

Delegate of the Minister

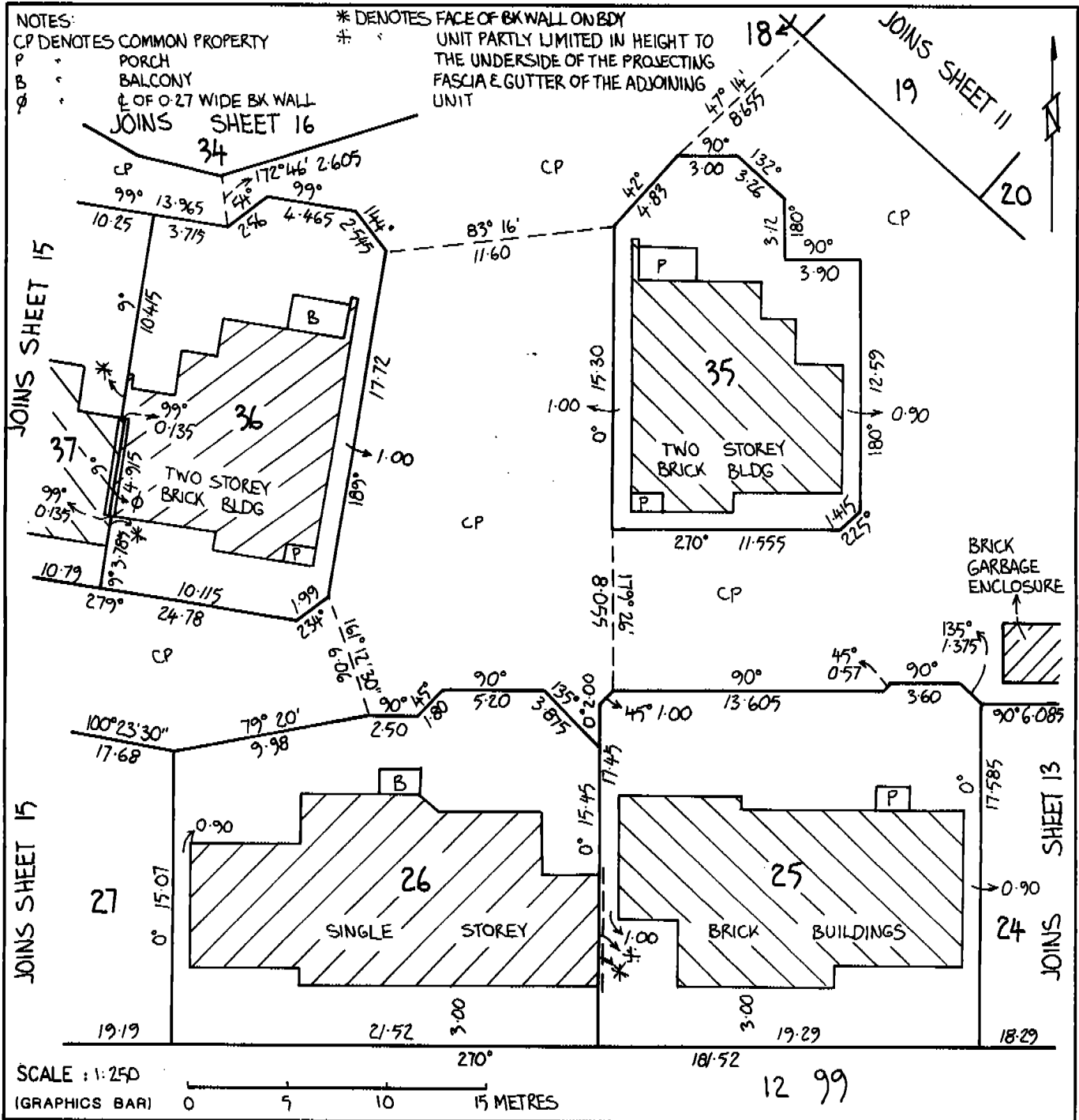
UNIT PLAN No 1869

1. LAND

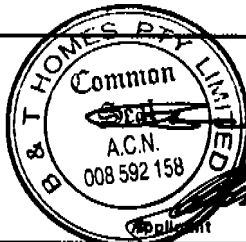
DISTRICT/DIVISION	SECTION	BLOCK
HOLT	117	1

2. FLOOR NUMBER - GROUND LEVEL - CLASS "B" UNITS

3. FLOOR PLAN (Please indicate class of Units ie Class "A" or "B")



3. EXECUTION



Florian Seed

Minister
Delegate of the Minister

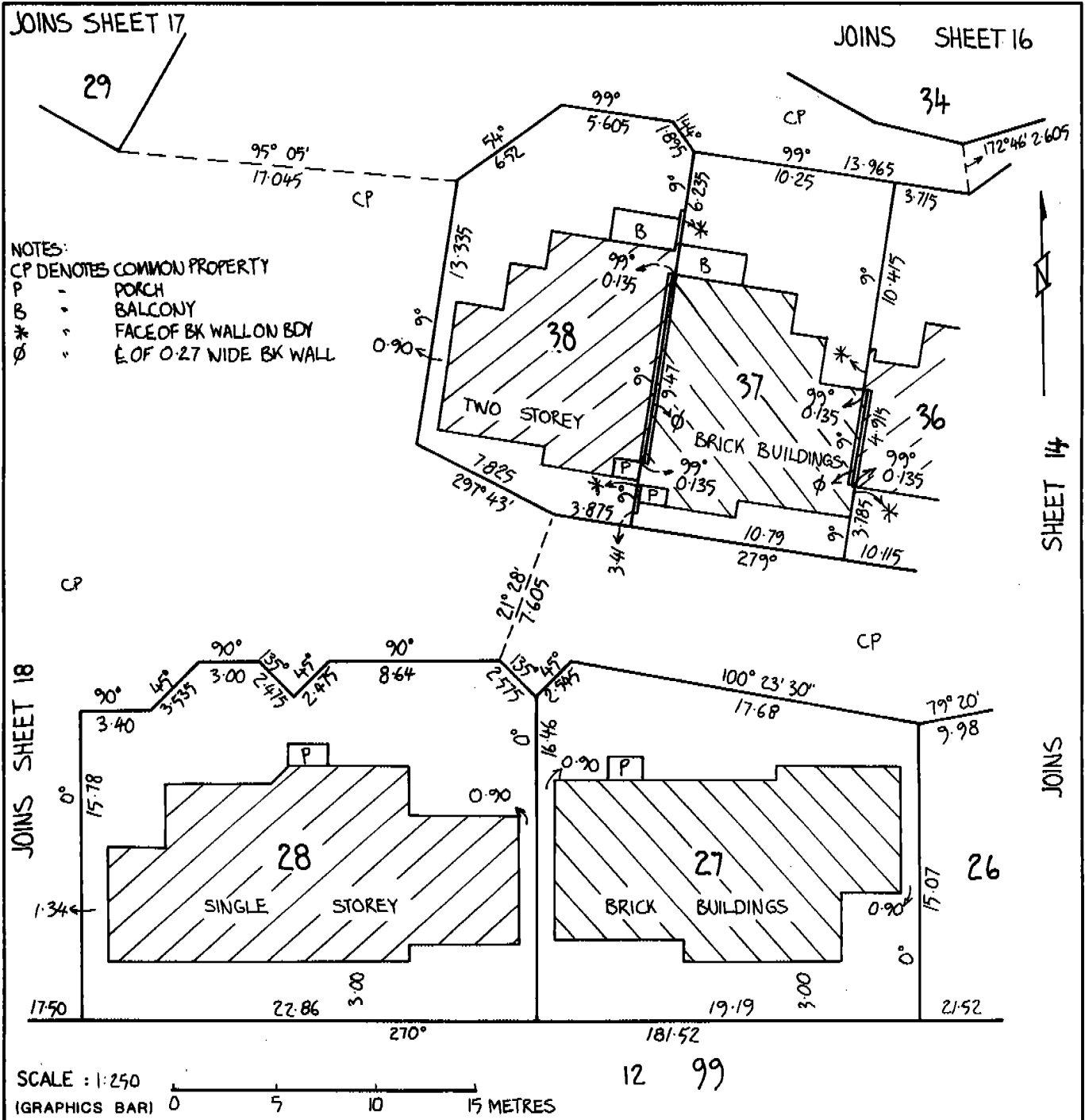
UNIT PLAN No 1869

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
HOLT	117	1

2. FLOOR NUMBER - GROUND LEVEL - CLASS "B" UNITS

3. FLOOR PLAN (Please indicate class of Units ie Class "A" or "B")



3. EXECUTION



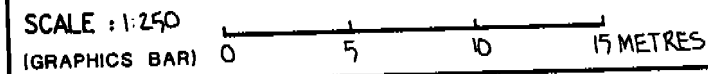
Glenn Seal

Glenn Seal
 Delegate of the Minister

1. LAND

2. FLOOR NUMBER - GROUND LEVEL - CLASS "B" UNITS

3. FLOOR PLAN (Please indicate class of Units ie Class "A" or "B")



3. EXECUTION



Delegato of the Minister

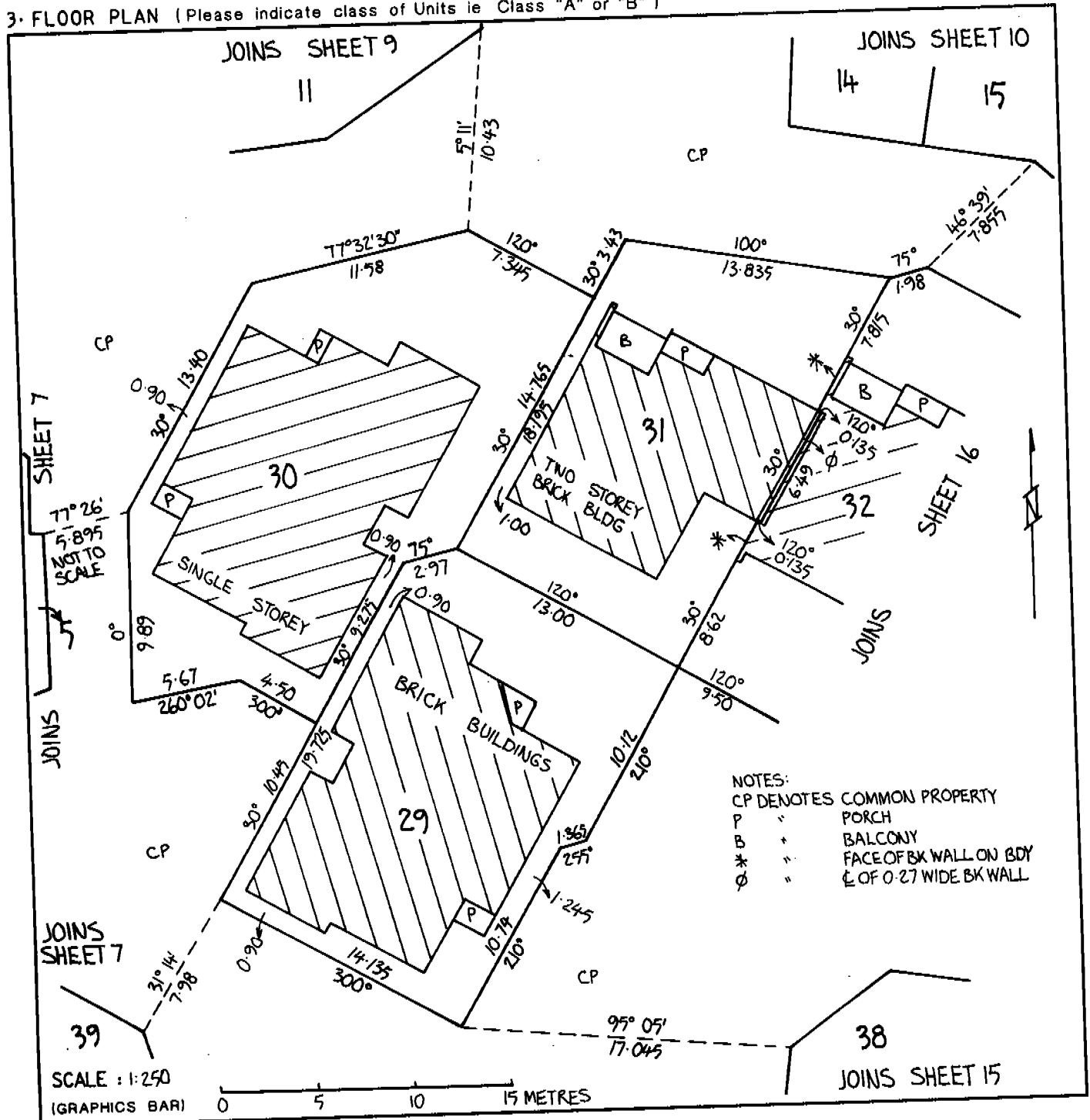
UNIT PLAN No 1869

1. LAND

DISTRICT / DIVISION	SECTION	BLOCK
HOLT	WT	1

2. FLOOR NUMBER - GROUND LEVEL - CLASS "B" UNITS

3. FLOOR PLAN (Please indicate class of Units ie Class "A" or "B")



3. EXECUTION



Monica Seed

Monica Seed
Delegate of the Minister

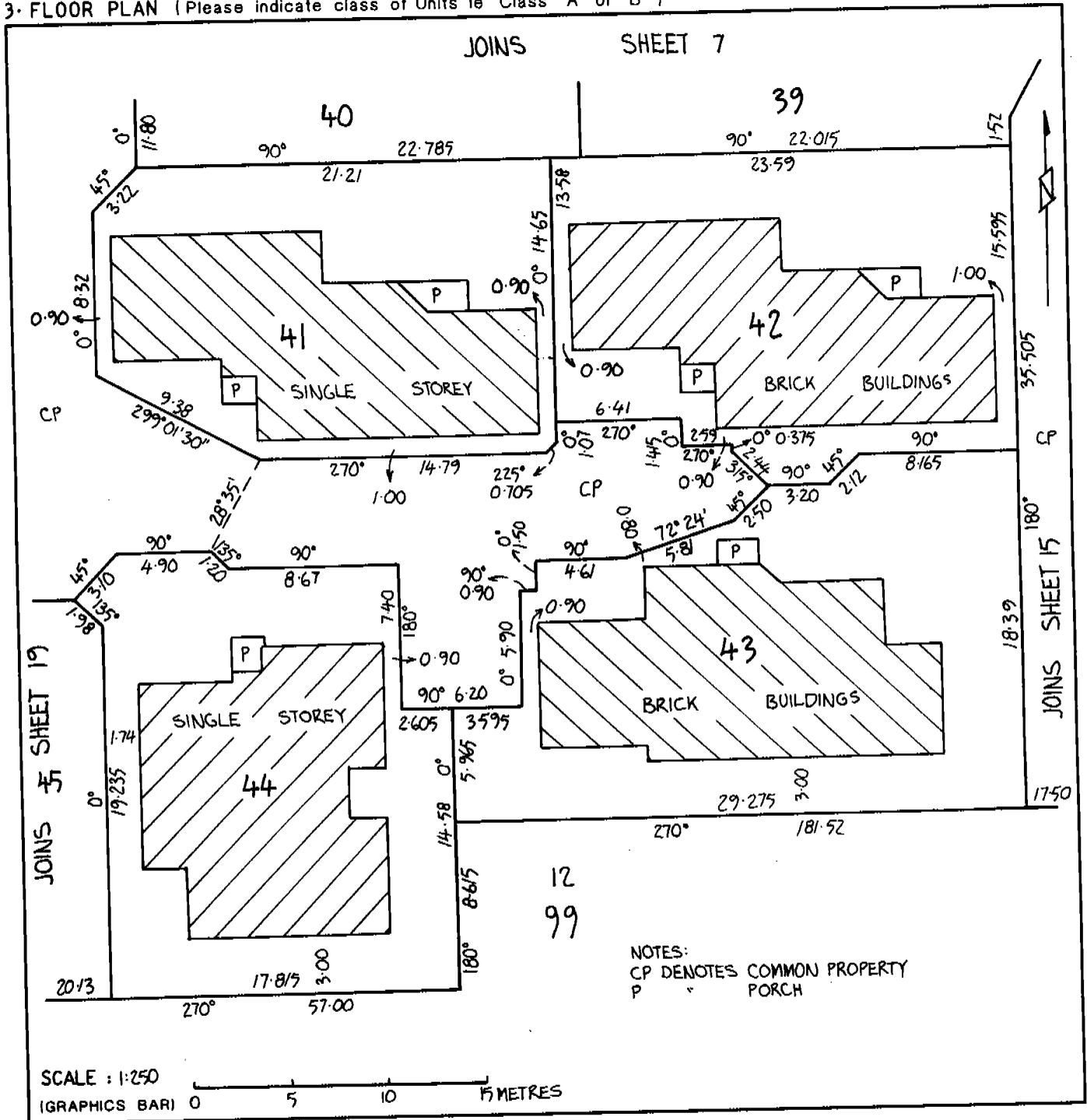
UNIT PLAN No 1869

1. LAND

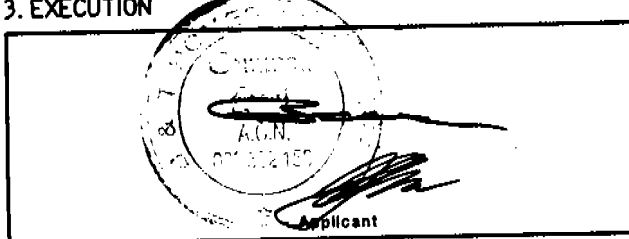
DISTRICT/DIVISION	SECTION	BLOCK
HOLT	117	1

2. FLOOR NUMBER - GROUND LEVEL - CLASS "B" UNITS

3. FLOOR PLAN (Please indicate class of Units ie Class "A" or "B")



3. EXECUTION



Maria Sood
 Delegate of the Minister

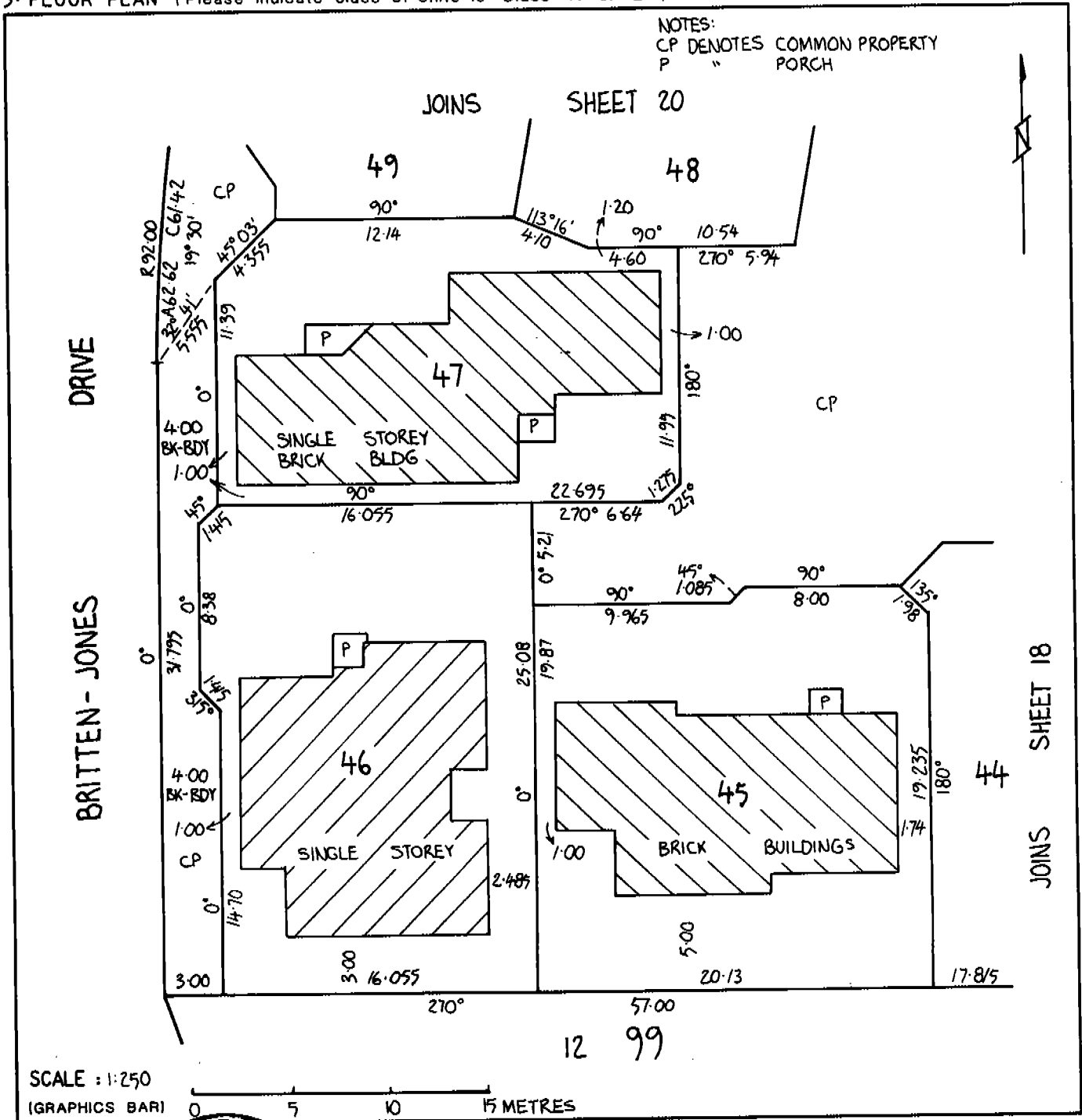
UNIT PLAN No 1869

1. LAND

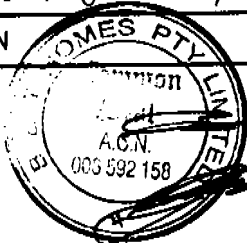
DISTRICT/DIVISION	SECTION	BLOCK
HOLT	117	1

2. FLOOR NUMBER - GROUND LEVEL - CLASS "B" UNITS

3. FLOOR PLAN (Please indicate class of Units ie Class "A" or "B")



3. EXECUTION



Applicant

Noma Seed

Delegate of the Minister

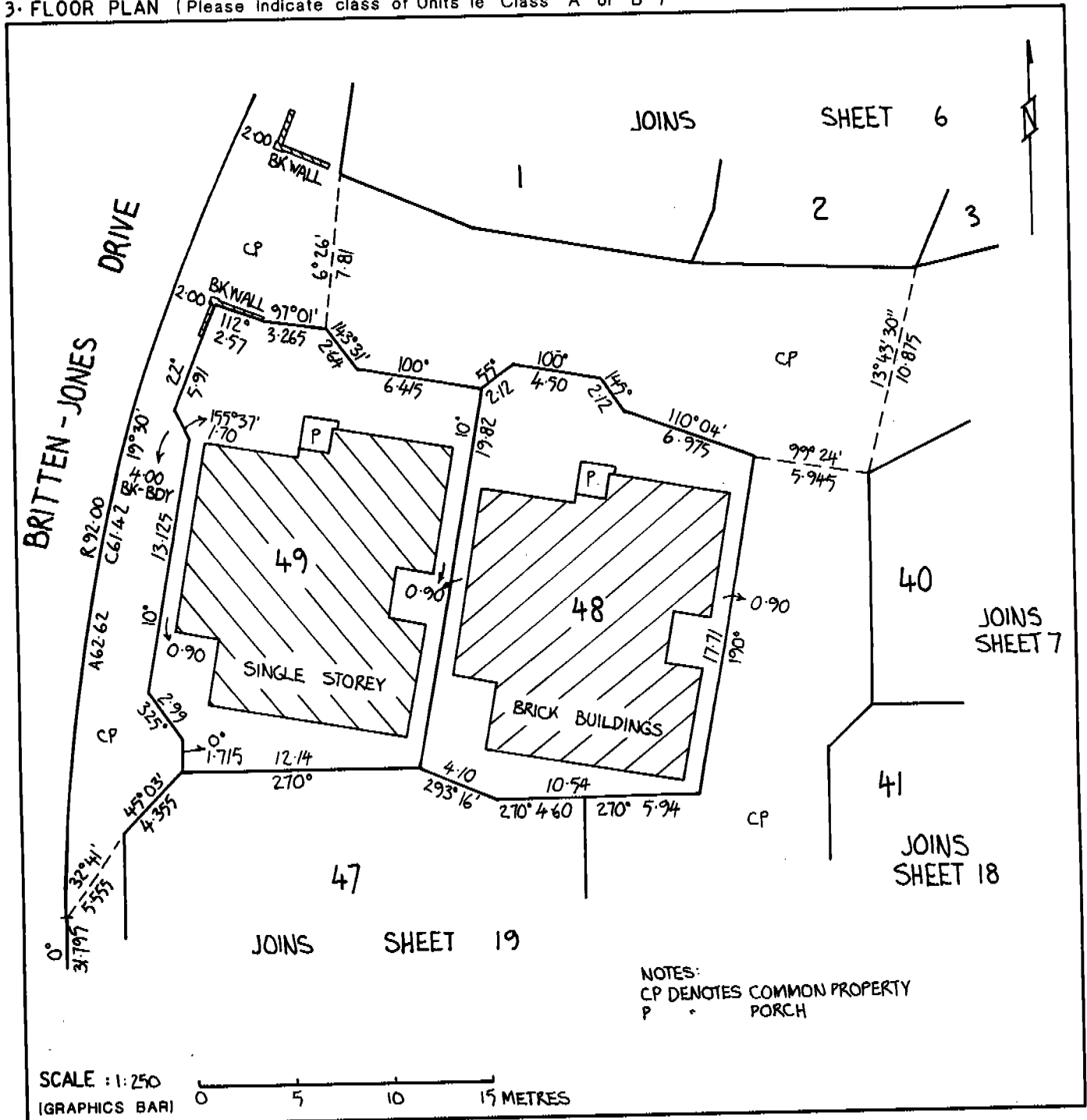
UNIT PLAN No 1869

1. LAND

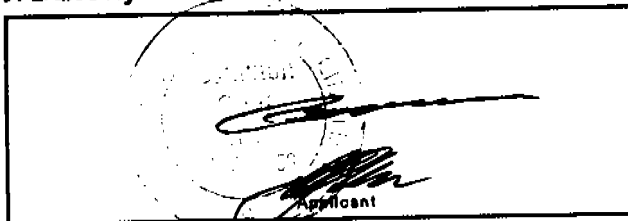
DISTRICT / DIVISION	SECTION	BLOCK
HOLT	117	1

2. FLOOR NUMBER - GROUND LEVEL - CLASS "B" UNITS

3. FLOOR PLAN (Please Indicate class of Units ie Class "A" or "B")



3. EXECUTION



Monica Seed

Monica Seed
Delegate of the Minister

FORM 4

Revised 18/10/96

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 1809

Block 1 Section 117 Division of HOLT

**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 twenty ninth day of April Two Thousand and ninety six.
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 of the Lessees of Units Nos. 1 - 49 inclusive covenants with the Australian Capital Territory Executive on behalf of the Commonwealth of Australia (hereinafter called "the Commonwealth") in respect of the relevant unit as follows:
 - (a) to pay to the Territory 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 Territory relating thereto and served on the Lessee;
 - (b) to use the unit for residential purposes only as a single unit private dwelling house;
 - (c) not to make any structural alterations to the unit without the previous approval in writing of the Territory;
 - (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Territory the unit;
 - (e) if and whenever the Lessee fails to maintain repair or keep in repair the unit the Territory 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 Territory is of the opinion that a building part of a building or other improvement is beyond reasonable repair the Territory 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 Territory 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 Territory 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

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and all expenses incurred by the Territory in effecting such repairs or demolition and removal shall be paid by the Lessee to the Territory 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 Territory by the Lessee;

- (f) to permit any person or persons authorised by the Territory to enter the unit at all reasonable times and in any reasonable manner and inspect the unit;
- (g) to pay to the Territory or any statutory authority his proportion being the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Corporation to the Territory or a statutory authority (but which has not been paid by the Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the Land (Planning and Environment) Act 1991 and the Unit Titles Act 1970.

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

- (a) the Lessee may at any time upon payment of all rent and other moneys due to the Territory under this lease surrender this lease to the Commonwealth but subject to any law of the Territory to the contrary the Lessee shall not be entitled to receive any compensation from the Territory or from the Commonwealth in respect of such surrender or in respect of any improvements comprising the unit;
- (b) that if -
 - (i) the unit is at any time not used for a period of one year for the purpose for which this lease is granted; or
 - (ii) the Lessee shall commit or suffer a breach of any other covenant contained or implied in this lease

the Territory on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Territory 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 any extension of terms for all the leases shall be in accordance with the provisions of the Land (Planning and Environment) Act 1991;
- (d) 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 Territory 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;

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- (e) any and every right power and or remedy conferred on the Commonwealth the Territory or the respective Ministers hereunder or implied by law may be exercised on behalf of the Commonwealth, the Territory or the respective Ministers as the case may be by -
- (i) the Australian Capital Territory Executive;
 - (ii) the Minister;
 - (iii) an authority or person for the time being authorised by the Minister or by law to exercise those powers or functions of the Territory the Commonwealth or the respective Ministers; or
 - (iv) the person to whom the Minister has delegated all his powers or functions under the said Land (Planning and Environment) Act 1991 or any Statute or Ordinance in substitution therefor.

5. In this schedule unless the contrary intention appears:

- (a) "Australian Capital Territory Executive" means the Executive established by section 36 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (b) "building" means any building or buildings on the parcel at the date of the commencement of the lease or any building or buildings constructed on the parcel in accordance with the covenants of this lease or any building or buildings replacing the same together with all fittings fixtures (including floor coverings) plant machinery and appurtenances thereof and therein contained or if the context so admits any part thereof;
- (c) "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;
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (d) "Minister" means the Territory Minister for the time being administering the Land (Planning and Environment) Act 1991 or any Statute or Ordinance substituted therefor;

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- (e) "premises" means the land building and all other improvements on the parcel;
- (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) "respective Ministers" means any Minister of State of the Commonwealth or any Minister for the Territory;
- (h) "unit" means the leased land and the building and other improvements constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit.

6. Each of the Lessees of Units Nos. 1 - 49 inclusive acknowledges that the building or buildings erected on the parcel of land defined as Block 1 Section 117 Division of HOLT on Deposited Plan Number 9080/3 in the Registrar-General's Office at Canberra in the Australian Capital Territory shall contain not more than forty nine (49) residential units in total.

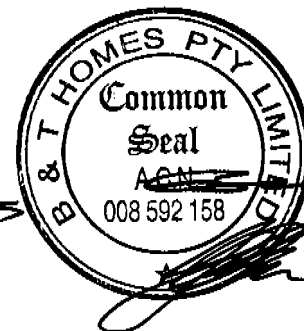
DATED the Eighteenth day of August 2000.

Monica Saad

Monica Saad
Delegate of the Minister

Applicant: B & T HOMES PTY LIMITED A.C.N. 008 592 158

The Common Seal of B & T Homes
Pty. Limited was hereunto affixed
pursuant to a resolution of the
directors and in the presence of:



FORM 5

Revised 18/10/96

Land Titles (Unit Titles) Act 1970

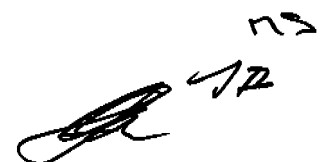
UNITS PLAN NO: 1869

Block 1 Section 117 Division of HOLT

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

1. The term of the lease expires on the twenty ninth day of April Two Thousand and ninety six.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Proprietors – Units Plan No. 1869 (hereinafter called "the Corporation") covenant with the Australian Capital Territory Executive on behalf of the Commonwealth of Australia (hereinafter called "the Commonwealth") as follows:
 - (a) to pay to the Territory 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 Territory relating thereto and served on the Corporation;
 - (b) to use the common property for some or all of the following uses; car parking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other use approved by the Corporation **PROVIDED THAT** these uses are consistent with the permitted purposes of the units;
 - (c) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Territory;
 - (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Territory all buildings parts of buildings landscaping storage areas covered car parking hardstanding car parking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;
 - (e) except where necessary for compliance with paragraph (d) of this clause not to install any services or make any alterations in any of the services or any part of

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the services situated in or on the land forming the common property without the previous approval in writing of the Territory;

- (f) if and whenever the Corporation fails to maintain repair or keep in repair any building part of a building landscaping storage areas covered car parking hardstanding car parking adequately illuminated vehicle access roads 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 land forming the common property the Territory may by notice in writing to the Corporation specifying the wants of repairs require the Corporation to effect repairs in accordance with the said notice or if the Territory 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 Territory may require the Corporation to remove a building part of a building or improvement or to replace the part or parts of the services and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Territory may in writing allow the Corporation has not effected the said repairs or removed the said building part of the building or the improvement or replaced the part or parts of the services any person or persons duly authorised by the Territory 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 Territory in effecting such repairs or demolition or removal or replacement shall be paid by the Corporation to the Territory 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 Territory by the Corporation;
- (g) to permit any person or persons authorised by the Territory to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the land forming the common property.

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

- (a) that if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Territory on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Territory or the Commonwealth may have against the Corporation in respect of any breach of the covenants on the part of the Corporation to be observed or performed;
- (b) that any extension of terms for all the leases shall be in accordance with the provisions of the Land (Planning and Environment) Act 1991;
- (c) any and every right power and or remedy conferred on the Commonwealth the Territory or the respective Ministers hereunder or implied by law may be

MS

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exercised on behalf of the Commonwealth, the Territory or the respective Ministers as the case may be by -

- (i) the Australian Capital Territory Executive;
- (ii) the Minister;
- (iii) an authority or person for the time being authorised by the Minister or by law to exercise those powers or functions of the Territory the Commonwealth or the respective Ministers; or
- (iv) the person to whom the Minister has delegated all his powers or functions under the said Land (Planning and Environment) Act 1991 or any Statute or Ordinance in substitution therefor.

5. In this schedule unless the contrary intention appears:

- (a) "Australian Capital Territory Executive" means the Executive established by section 36 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (b) "building" means any building or buildings on the parcel at the date of the commencement of the lease or any building or buildings constructed on the parcel in accordance with the covenants of this lease or any building or buildings replacing the same together with all fittings fixtures (including floor coverings) plant machinery and appurtenances thereof and therein contained or if the context so admits any part thereof;
- (c) "Minister" means the Territory Minister for the time being administering the Land (Planning and Environment) Act 1991 or any Statute or Ordinance substituted therefor;
- (d) "premises" means the land building and all other improvements on the parcel;
- (e) "respective Ministers" means any Minister of State of the Commonwealth or any Minister for the Territory;
- (f) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (g) "Territory" means
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (h) "unit" means the leased land and the building and other improvements constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit.

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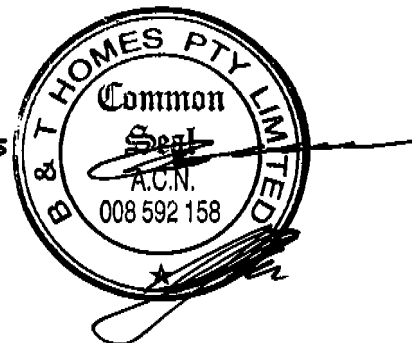
6. The Proprietors – Units Plan No: 1869 acknowledges that the building or buildings erected on the parcel of land defined as Block 1 Section 117 Division of HOLT on Deposited Plan Number 9080/3 in the Registrar-General's Office at Canberra in the Australian Capital Territory shall contain not more than forty nine (49) residential units in total.

DATED the Eighteenth day of August 2000.

Monica Saad
Monica Saad
Delegate of the Minister

Applicant: B & T HOMES PTY LIMITED A.C.N. 008 592 158

The Common Seal of B & T Homes
Pty. Limited was hereunto affixed
pursuant to a resolution of the
directors and in the presence of:



LODGED BY:

INDEPENDENT
GROUP

BOX NO:

DX 5653 CANBERRA

1184512

AUSTRALIAN CAPITAL TERRITORY
APPLICATION FORM

LAND TITLES ACT 1925



Document code

THIS FORM MAY BE USED FOR MISCELLANEOUS APPLICATIONS FOR WHICH NO FORM IS PRESCRIBED BY THE *LAND TITLES ACT 1925* (eg APPLICATIONS TO CHANGE NAME OF PROPRIETOR, TO CORRECT THE REGISTER, ETC.)

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL:FOL	INSTRUMENT NO.
HOLT	117	1			1869

2. TITLE OF APPLICATION

TO AMEND THE ARTICLES OF CORPORATION OF THE UNIT PLAN 1869

3. NATURE OF APPLICATION (IF INSUFFICIENT SPACE PLEASE ATTACH ANNEXURE)

TO AMEND ARTICLE 4 (e) OF THE CORPORATION AS RESOLVED AT THE FIRST ANNUAL GENERAL MEETING OF THE CORPORATION HELD TUESDAY THE 10TH OCTOBER 2000, AND AS SET OUT BELOW

4 (e) in accordance with the express permission of the committee, and in accordance with the provisions of any law in force in the Territory applicable in the circumstances, erect or alter any structure in or on his unit.

4. DATE

Monday the 20th November 2000

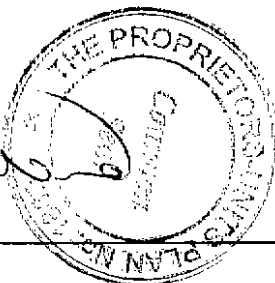
5. EXECUTION

SIGNED IN MY PRESENCE BY THE APPLICANT.

THE COMMON SEAL OF THE PROPRIETORS OF UNIT PLAN 1869 HAS BEEN AFFIXED IN THE PRESENCE OF:

Independent Group Pty Ltd
Managing Agent

SIGNATURE OF APPLICANT.



Lorraine Henderson
Body Corporate Manager

FULL NAME AND SIGNATURE OF WITNESS.

INSTRUCTIONS FOR COMPLETION

- * The information collected by this form is authorised by the *Land Titles Act 1925*, will be used for the purposes of that Act and will be available for search pursuant to sections 65 and 66 of that Act. It will also be made available to government agencies for statistical and administrative purposes and to non-government persons and organisations concerned with land. A fee may apply to any or all of the above.
- * Delete where inapplicable.
- * This document should clearly indicate the identifiers of all land affected.
- * Complete or rule up all boxes.
- * Execution of document by-
 - Natural Person- Should be witnessed by an adult person who is not a party to the document.
 - Attorney- If this document is executed by an attorney pursuant to a registered power of attorney, it must set out the full name of the attorney and the form of execution must indicate the source of his/her authority eg "AB by his/her attorney XY pursuant to Power of Attorney A.C.T. registered no of which he/she has no notice of revocation".
 - Corporation- If this document is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed. eg in accordance with the articles of association of the corporation, each person attesting the affixing of the seal should state his/her position (eg director/secretary) in the corporation.
- * Alterations should not be made by erasure but by scoring through with a pen and the words substituted written above them verified by initials in the margin.
- * Typewriting and handwriting should be clear, legible and in permanent black ink.

OFFICE USE ONLY

DOCUMENTS LODGED HEREWITH:

CERTIFICATE OF TITLE	CERTIFICATES	OTHER

CERTIFICATE OF REGISTRATION:

EXAMINED:	
VOLUME:FOLIO:	
REGISTERED:	

DATE:	22 NOV 2000
-------	-------------

LODGED BY:

D E Bowditch
PO Box 3208
WESTON ACT 2611

BOX NO:

1235383

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AUSTRALIAN CAPITAL TERRITORY

NOTICE OF CHANGE OF ADDRESS FOR SERVICE OF DOCUMENTS

REAL PROPERTY (UNIT TITLES) ACT 1970

The Proprietors of the Units Plan described below hereby give notice that the Address for Service of Notice of Documents has been changed.

1. PREVIOUS ADDRESS

Independent body corporate
222 City Walk
CANBERRA CITY 2601

2. NEW ADDRESS

A.C.T. Strata Management Services
PO Box 3208
WESTON ACT 2611

3. LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT PLAN NUMBER
HOLT	117	1	1869

15/11/01

4. DATE

7 November 2001

5. EXECUTION

SIGNED AND CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1925 AS AMENDED AND THE REAL PROPERTY (UNIT TITLES) ACT 1970 IN MY PRESENCE BY THE APPLICANT.

The Common Seal of the Proprietors of
Units Plan No. 1869 was hereunto
affixed



SIGNATURE OF APPLICANT.

NAME AND DESIGNATION (J.P., SOLICITOR ETC) OF
WITNESS. (BLOCK LETTERS), AS REQUIRED.

INSTRUCTIONS FOR COMPLETION

- * THIS DOCUMENT SHOULD CLEARLY INDICATE THE IDENTIFIERS OF ALL LAND AFFECTED.
- * COMPLETE OR RULE UP ALL BOXES.
- * ALTERATIONS SHOULD NOT BE MADE BY ERASURE BUT BY SCORING THROUGH WITH A PEN AND THE WORDS SUBSTITUTED WRITTEN ABOVE THEM VERIFIED BY INITIALS IN THE MARGIN.
- * TYPEWRITING AND HANDWRITING SHOULD BE CLEAR, LEGIBLE AND IN PERMANENT BLACK INK.

OFFICE USE ONLY

CERTIFICATE OF REGISTRATION:

EXAMINED:	
ENTERED:	
REGISTERED:	

DATE:	22 NOV 2001
TIME:	AM / PM

REGISTRAR OF TITLES.

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



SR1518574

29/03/2007 15:58:05 GUESL

1518574



SR

Form 094

SPECIAL RESOLUTION

Lodging Party
Act Strata Management
Box Number Services

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

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

1. LAND

Vol:Fol	District/Division	Section	Block
1591 ; 100	HOLT	117	1

2. UNITS PLAN NUMBER

1869

3. DETAILS OF AMENDMENT

Alterations to Article 4 Alterations + Erections *ff.*

4. SUPPORTING DOCUMENTATION

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

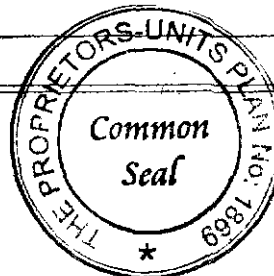
5. DATE

11 November 2002

6. EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL

Executed by

Affixed in the presence of



By being signed by:

Signature	<i>D E Bowditch</i>
Full Name (Block Letters)	D E Bowditch
Address	PO BOX 3208
Office Held	WESTON ACT 2611

Signature	
Full Name (Block Letters)	
Address	
Office Held	

7. OFFICE USE ONLY

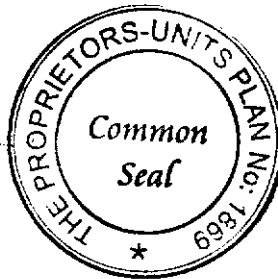
Lodged by		Certificates Lodged	
Data Entered by	<i>21</i>	Attachments Lodged	<i>One</i>
Examined by		Certificate of Title Lodged	
Registered by	<i>2</i>	Registration Date	<i>3/4/07</i>

ALTERATION OF DEFAULT ARTICLES.

The Owners of the Units Plan No 1869 hereby request the Registrar of Titles to note that at a General meeting of the Owners held in Canberra on the 4 November 2002 it was resolved by Special Resolution was carried. A true copy of that Special Resolution is as follows:

Article 4 Erections and Alterations

- (1) (a) It was resolved the word "unopposed" to be replaced with the word "Special".



**MINUTES OF THE ANNUAL GENERAL MEETING
FOR THE PROPRIETORS UNITS PLAN NO. 1869
Held on Monday 4 November, 2002
At Belconnen Golf Club, Britten Jones Drive, HOLT ACT**

The meeting commenced at 6.30 pm.

Present

Mr M Bennett	Unit 5
Mr & Mrs B Thornton	Unit 9
Mr & Mrs J Tokley	Unit 13
Mr & Mrs E Ceeney	Unit 14
Mrs J Smith	Unit 16
Mr & Mrs T Davison	Unit 17
Ms A Batty	Unit 18
Mr L Wormald	Unit 20
Ms J Sera	Unit 21
Mrs M Gibson	Unit 22
Mr & Mrs R Frank	Unit 30
Mr & Mrs G Brennan	Unit 34
Mr P Vast	Unit 35
Mr R Redfern	Unit 48

MR. MRS SCARR.

D E Bowditch - A.C.T. Strata Management Services

Chairperson

Nominations were called for a chairperson for the meeting. It was resolved that Mr Davison be the chairperson for the meeting. **Carried.**

Proxies

The following proxies were tabled:-

Mr & Mrs K Cowan	Unit 11	F/O	The Chairperson
Mrs K Knight	Unit 19	F/O	Ms A Batty
Mr Neville & Ms Burrows	Unit 23	F/O	The Chairperson
Mrs M Carey	Unit 41	F/O	The Chairperson

It was resolved that the proxies be accepted. **Carried.**

Minutes of Previous Annual General Meeting

Minutes of the previous AGM held 29 November 2001 had been circulated to all members following that meeting. It was resolved that these minutes as circulated were a true record of that meeting. **Carried.**

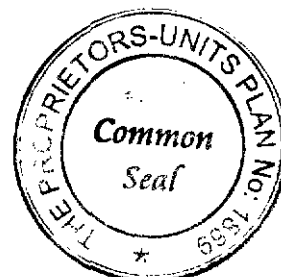
Matters Arising from Previous Annual General Meeting

All matters have received attention.

Financial Report

Copies of the Statement of Receipts & Payments for the year to 30/09/02 had been circulated to all members with the notice for this meeting.

This was debated.



Landscaping

All landscaping work to date has been paid and is included in the accounts.

Cost of fences and concrete around the pool have been paid and are included in the accounts.

It was resolved the report be accepted. **Carried.**

Insurance

Currently the Corporation has the following Insurance cover:-

Company:	CHU
Building:	\$ 6 615 000
Public Liability:	\$10 000 000
Workers Compensation:	As per Act
Officers Bearers Liability:	\$ 1 000 000

The cover for the buildings was debated. It was **resolved** to have a Valuation for Insurance purposes only carried out by a Registered Valuer. **Carried.**

Members to advise the Managing Agent of all additions to their Unit.

Members are advised that the cover for Public Liability and Workers Compensation only cover the common property. It is recommended that all proprietors have their own cover for Contents, Public Liability and Workers Compensation for inside their entitlements.

Budget Expenditure

A schedule of proposed expenditure for the 01/10/02 to 30/09/03 had been circulated to all members with notice of this meeting. All items were debated.

Water costs continue to rise.

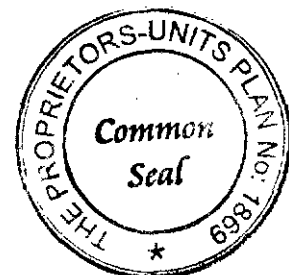
It is anticipated further landscaping will be carried out during the year. To date no set plans have been made.

It was questioned if the provision for the Sinking Fund was adequate. This matter was debated along with other proposals to be raised later in the meeting.

It was **resolved** that up to \$40 000 be expended from the Administration Fund for the period 01/10/02 to 30/09/03. **Carried.**

Levies

It was **resolved** that levies of \$41 600 per annum (\$40 000 Administration/\$1 600 Sinking Fund) be contributed by members in accordance with their Unit Entitlements to cover the period 01/10/02 to 30/09/03. Levies to be paid quarterly in advance. **Carried.**



Units	Unit Entitlements	Admin Fund	Sinking Fund	Total Contributions
	Total Entitlements 10000	01/10/02 to 30/09/03 Annual/Quarterly	01/10/02 to 30/09/03 Annual/Quarterly	01/10/02 to 30/09/03 Annual/Quarterly
1	188	\$752.00/\$188.00	\$30.08/\$7.52	\$782.08/\$195.52
2, 4, 5 & 22	192	\$768.00/\$192.00	\$30.72/\$7.68	\$798.72/\$199.68
3, 35, 36, 37 & 38	187	\$748.00/\$187.00	\$29.92/\$7.48	\$777.92/\$194.48
6, 40, 42 & 47	199	\$796.00/\$199.00	\$31.84/\$7.96	\$827.84/\$206.96
7	183	\$732.00/\$183.00	\$29.28/\$7.32	\$761.28/\$190.32
8 & 14	204	\$816.00/\$204.00	\$32.64/\$8.16	\$848.64/\$212.16
9	240	\$960.00/\$240.00	\$38.40/\$9.60	\$998.40/\$249.60
10	183	\$732.00/\$183.00	\$29.28/\$7.32	\$761.28/\$190.32
11	196	\$784.00/\$196.00	\$31.36/\$7.84	\$815.36/\$203.84
12	206	\$824.00/\$206.00	\$32.96/\$8.24	\$856.96/\$214.24
13	238	\$952.00/\$238.00	\$38.08/\$9.52	\$990.08/\$247.52
15 & 20	241	\$964.00/\$241.00	\$38.56/\$9.64	\$1002.56/\$250.64
16 & 17	215	\$860.00/\$215.00	\$34.40/\$8.60	\$894.40/\$223.60
18 & 23	234	\$936.00/\$234.00	\$37.44/\$9.36	\$973.44/\$243.36
19 & 21	236	\$944.00/\$236.00	\$37.76/\$9.44	\$981.76/\$245.44
24 & 27	195	\$780.00/\$195.00	\$31.20/\$7.80	\$811.20/\$202.80
25 & 45	190	\$760.00/\$190.00	\$30.40/\$7.60	\$790.40/\$197.60
26, 31, 32, 43, 48 & 49	202	\$808.00/\$202.00	\$32.32/\$8.08	\$840.32/\$210.08
28, 33, 44 & 46	207	\$828.00/\$207.00	\$33.12/\$8.28	\$861.12/\$215.28
29	209	\$836.00/\$209.00	\$33.44/\$8.36	\$869.44/\$217.36
30 & 34	203	\$812.00/\$203.00	\$32.48/\$8.12	\$844.48/\$211.12
39	188	\$752.00/\$188.00	\$30.08/\$7.52	\$782.08/\$195.52
41	194	\$776.00/\$194.00	\$31.04/\$7.76	\$807.04/\$201.76

Due Dates: 15/10/02 15/01/03 15/04/03 and 15/07/03

Appointment of Managing Agent

It was **resolved** that A.C.T. Strata Management Services be appointed for a further term at a fee of \$3 750 (inclusive of GST). **Carried.**

Executive Committee

It was **resolved** the following members form the executive committee for the ensuing year:-
Mr T Davison, Mr E Ceeney, Mrs P Scarr, Mr G Noakes, Mr N Blackburn, and Mr G Brennan.
Carried.

Special Resolution

The Unit Titles Act 2001 provides an alternative set of articles. These alternative articles were debated. It was **resolved** to accepted the articles as set out in the new Act with one amendment, Article 4, Erections and alterations, (1) (a) the word "unopposed" to be replaced by the word "special" **carried by all present and all proxy votes No member opposed the motion.**
The special resolution **carried.**

House Rules

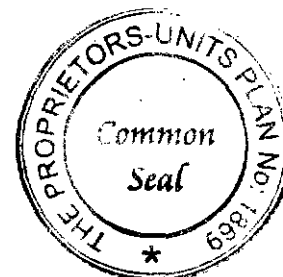
House Rules have been circulated to members. These were debated.

It was **resolved** to accept the "House Rules" as circulated with one amendment Heading "PETS" add the words at the end of the last paragraph "after mediation" **carried.**

General Business

Stormwater Drains

The construction of the stormwater drains was questioned. It was **resolved** the incoming committee to investigate, get expert advice and to take the necessary action to resolve this matter.



Newsletter

Members expressed their appreciation of the advices from the Committee of work being proposed and carried out. However, there were some concerns.

The incoming committee to investigate ways of giving notice to members who have matters which they wish to raise, dates of committee meetings and location so they may make contributions. This may be achieved through the newsletter or some other media.

Painting

In the foreseeable future the Townhouses will need to be painted on the outside. This subject was debated.

It was **resolved** the corporation to take responsibility for the external painting of all units. However this does not include the painting of extras such as pergolas and the likes which is to be met by the individual proprietor. **Carried.**

The incoming committee to seek indicative costs of carrying out this work following which a Special Fund to be set up to finance the work.

The incoming committee to investigate having a gate at the rear of the tennis court fitted.

Pool

The incoming committee to investigate the step at the entrance to the pool which was of concern to some members.

There being no further business the meeting closed at 8.20 pm.



ACT GOVERNMENT
Land Titles Act 1925
Land Titles (Unit Titles) Act 2001
Unit Titles Act 2001
Registrar-General's Office



SR 1652043

09/10/2009 09:09:01 HENKJ

1652043



SR

Form 094

SPECIAL RESOLUTION

Lodging Party ACT Strata
Management Services
LTO Box Number or Address
PO Box 3208
WESTON ACT 2611

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

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

1. LAND

Vol:Fol	Edition	District/Division	Section	Block
1591:100	1	HOLT	117	1

2. UNITS PLAN NUMBER

1869

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

Default Articles - Add Default Article 13

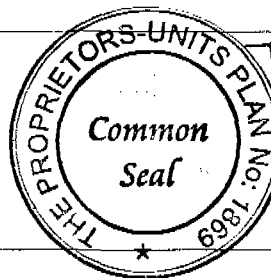
4. SUPPORTING DOCUMENTATION

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

5. DATE

27 September 2009

6. EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL



The Common Seal of the
Owners Corporation
Units Plan No 1869
was affixed by an
Authorised Person.

Common Seal affixed in the presence of:

Signature	<i>David Edwin Bowditch</i>
Full Name (Block Letters)	David Edwin Bowditch
Address	PO Box 3208 WESTON ACT 2611
Office Held	Body Corporate Manager

Signature	
Full Name (Block Letters)	
Address	
Office Held	

7. LAND TITLE OFFICE USE ONLY

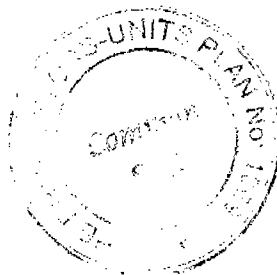
Examined by	<i>[Signature]</i>	Annexures	Minutes/Resolution/Motion
Data Entered by	<i>[Signature]</i>		
Registered by	<i>[Signature]</i>	Registration Date	13 OCT 2009

Default Articles New Article 13 Vol:Fol 1591:100

The Owners of the Units Plan No 1869 hereby request the Registrar of Titles to note that at a General Meeting of the Owners held in Canberra on the 27 September 2009 it was resolved by Special Resolution and carried.

A true copy of that Special Resolution is as follows:

It was unanimously resolved that the Attached House Rules/Article be added to the Default Articles:



**MINUTES OF GENERAL MEETING
FOR THE OWNERS UNITS PLAN NO 1869
Held on Thursday 24 September 2009
At Office of A.C.T. Strata Management Services
5 Lyons Place, LYONS ACT**

The meeting commenced at 3.30pm.

Present

Mr R Christie Unit 15
Mr P Thorne Unit 18

D E Bowditch – A.C.T. Strata Management Services

Chairperson

It was **resolved** that Mr Thorne be chairperson for the meeting **carried**.

Proxies

The following proxies were tabled:

Mr C Phipps	Unit 12	F/O	The Chairperson
Mrs J Tokley	Unit 13	F/O	The Chairperson
Ms J D Chapman	Unit 16	F/O	The Chairperson
Mr & Mrs T Davison	Unit 17	F/O	The Chairperson
Ms W Devenport	Unit 22	F/O	The Chairperson
Mr & Mrs D Wishart	Unit 23	F/O	The Chairperson
ACT Housing	Unit 31	F/O	The Chairperson
Mr J & Mrs D Burling	Unit 33	F/O	The Chairperson
Mr & Mrs G Brennan	Unit 34	F/O	The Chairperson
Mr P Havelka & Ms P Halova	Unit 38	F/O	The Chairperson

It was **resolved** that the proxies as tabled be accepted **carried**.

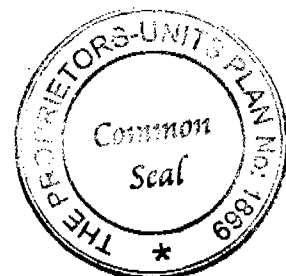
Special Resolution

To approve the House Rules for the expected conduct of residents at this complex as attached. These house rules were circulated to all owners with notice of this meeting.

- All present and nine proxies were in favour of the resolution, one members opposed the resolution. The Special Resolution was **carried**.

It was further **resolved** the House Rules be registered at the Land Titles Office **carried**.

There being no further business the meeting closed at 3.15pm.



The Body Corporate of
THE WILUNA ESTATE
Letter Box 50, 131 Britten Jones Drive, Holt, ACT, 2615

TO ALL OWNERS AND RESIDENTS
HOUSE RULES
Units Plan No. 1869

These rules were established at the first Annual General Meeting of the Wiluna Estate
November 2000.

For the general well being of the residents and to ensure that all enjoy a maximum of convenience, comfort and privacy, it is necessary to have some rules. These rules are intended to keep annoyance to a minimum and to provide guidelines for residents and their guests. These rules are to be included as an integral part of any leasing arrangements between a Unit proprietor and their tenant. These should be read in conjunction with The Unit Titles Act 2001 and as amended in 2009.

NOISE

Residents and their guests are expected to give consideration to other residents in the complex. Loud music, shouting, screeching of brakes and the loud revving of engines are not permitted in this complex. Slamming of car doors or house doors along with using a car horn is unnecessary.

PARKING

All units have been provided with a garage to house their vehicle. Many units have areas in front of their garage on which they can park vehicles off the roadway. Visitors parking spaces are only for visitors to the complex. These spaces are not to be used to supplement residents parking. Parking on the roadway and/or footpath is not permitted.

SPEED LIMIT

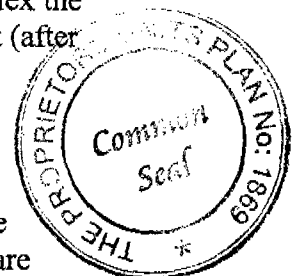
In the interest of safety vehicles are not permitted to travel at more than 10 kph.

PETS

Whilst pets are permitted at "Wiluna" all pets must be kept under strict supervision. Animals are not permitted on the common property unless accompanied by their owners. In the case of dogs they must be on a leash. Cats must be controlled by owners. Should any animal cause distress to any other resident in the complex the Corporation has the right to have the animal removed from the development (after mediation).

OIL STAINS

All oil stains on the common property are to be removed by the owner of the offending vehicle. Should any resident have a vehicle which leaks oil they are requested to have it repaired as soon as possible but in the meantime take steps to stop it marking the roadway.



GARBAGE HOPPERS

All household garbage is to be placed in the appropriate hopper. Garden waste, clippings, pruning's and the like are not to be placed in the garbage hoppers but disposed of by the residents to the appropriate place. Absolutely no containers holding liquids or any substance whatsoever to be placed in hoppers or recycling bins.

TENNIS COURT AND SWIMMING POOL

Residents and their guests use the tennis court and the swimming pool at their own risk. The Body Corporate does not accept any liability for bodily damage or loss of personal property arising out of the use of these facilities.

At all times children must be supervised by an adult.

Guests can only use the pool or tennis court whilst accompanied by a resident who must be with them at all times.

Tennis balls which come to rest in a courtyard of a unit are not to be retrieved. Courtyards are private property.

Residents who have guests at these facilities are responsible for the behaviour of their guests.

Keys for entry to these facilities may be purchased from the Managing Agent.

ALTERATIONS

All alterations or additions to a unit require approval of the members, in many cases approval of the appropriate authority before they are carried out. Please make application to the Body Corporate before making any alterations or additions to your unit.

REPAIRS AND MAINTENANCE

Proprietors must ensure that their unit is kept in a state of good repair.

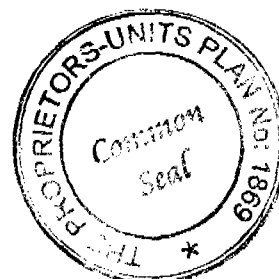
RESPONSIBILITY

Owners are responsible for the behaviour and actions of their tenants.

Body Corporate Managers:

ACT Strata Management Services
PO Box 3208
WESTON ACT 2611

Phone: 02 6281 7000
Fax: 02 6281 1011



**Notice of Reduced Quorum Decisions
Unit Titles Act 2001**

A1 The Owners – Units Plan No. 1869

A2 General Meeting

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

24 September 2009

(x) Regularly convened

The general meeting was regularly
Convened (not following any
Adjournment under UTA s99(3)
or (6) (a).

() Convened after adjournment

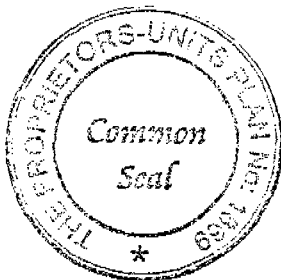
The general meeting was convened
following an adjournment or
adjournments (under UTA s99 (3) or
(6) (a).

A3 Reduced quorum decisions

See attached minutes of meeting held 24 September 2009

A4 Owners Corporation Declaration

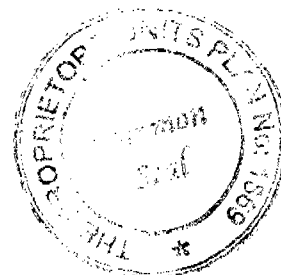
The information in this notice has been recorded on the following date from details shown in the records of the owner's corporation.



Common Seal

25/09/2009

Date





ACT
Government

Justice and Community Safety

OFFICE OF REG
ACT Justice and Community



SR\$1836054

13/12/2012 09:27:30 LLOYD

1836054

**SPECIAL RESOLUTION
BY OWNERS CORPORATION**

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

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

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1591:100	HOLT	117	1	1869

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

Default Rules- Article 13- Insurance Excess

SUPPORTING DOCUMENTATION

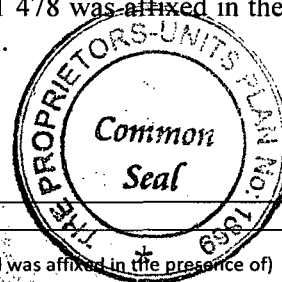
(Please tick appropriate item – Original signed copy must be supplied)

- ☒ Sealed copy of Minutes of Meeting
☐ Sealed copy of Resolution/Motion
☐ Other (specify) -

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)

The Common Seal of the Owners Units Plan: 1869
ABN: 26 971 831 478 was affixed in the presence of an
authorised person.



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

Signature <i>David Bowditch</i>	Signature
David Bowditch Full Name (Block Letters)	Full Name (Block Letters)
PO Box 3208 WESTON ACT 2611 Address	Address
Body Corporate manager Office Held	Office Held

OFFICE USE ONLY

Lodged by	<i>W</i>	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by	<i>PL</i>		
Registered by	<i>PL</i>	Registration Date	19 DEC 2012

The Owners of the Units Plan No 1869 hereby request the Registrar of Titles to note that at the Annual General Meeting of the Owners held in Canberra on the 28 November 2012 it was resolved by Special Resolution to make the following changes.

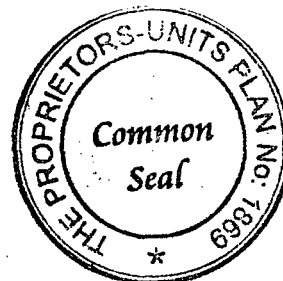
A true copy of that Special Resolution is as follows:

Article 13 Insurance Excess

Resolved to add the following Rule:

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

Carried (no dissent noted)



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

A1 The Owners – Units Plan No. 1869

A2 Annual General Meeting

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

28 November 2012

(x) Regularly convened

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

() Convened after adjournment

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

A3 Reduced quorum decisions

See attached minutes of meeting held 28 November 2012.

A4 Owners Corporation Declaration

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

Common Seal



[Handwritten signature]

29/11/12
Date



**MINUTES OF THE ANNUAL GENERAL MEETING
FOR THE OWNERS UNITS PLAN No. 1869
Held Wednesday 28 November 2012
At Belconnen Golf Club, Britten Jones Drive, HOTL, ACT**

The meeting commenced at 6.00pm.

Present

Mrs S Phipps	Unit 12	Mr W Hatcher	Unit 24
Mrs J Tokley	Unit 13	Mrs D Burling	Unit 33
Ms J Sera	Unit 21	Ms J Ward	Unit 34
Mr D Wishart	Unit 23	Mr & Mrs C Smith	Unit 42
Ms D Gillies	Unit 28		

D E Bowditch - A.C.T. Strata Management Services

Chairperson

Nominations were called for a Chairperson for the meeting. It was **resolved** that Mrs Tokley be chairperson for the meeting **carried**.

Proxies

The following proxies were tabled;

Mr & Mrs K Cowan	Unit 11	F/O	Mrs J Tokley
Mr & Mrs E Ceeney	Unit 14	F/O	Mrs J Tokley
Mrs E Hatcher	Unit 24	F/O	Mr W Hatcher
Mr J Coates	Unit 25	F/O	The Chairperson
ACT Housing	Unit 31	F/O	The Chairperson
Mr F Shadbolt	Unit 32	F/O	Mr F Shadbolt

It was **resolved** the proxies as tabled be accepted **carried**.

Minutes of Previous Annual General Meeting

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

Matters Arising from Previous Annual General Meeting

Fence Policy; The Committee met on several occasions when this matter was discussed. Unfortunately they could not reach a decision to form a policy to satisfy all members. It was **resolved** the following members would meet with the incoming Committee on 15/01/13 to establish a policy, the members to be, Mrs D Burling, Mr C Smith, Ms D Gillies and Mr D Wishart.

Financial Report

All items on the income and expenditure statement were debated.

Motion 2: Resolved that the financial statements for the period 01/10/11 to 30/09/12 be accepted as presented **carried**.

Insurance

The Corporation has the following cover;

Company:	CHU
Buildings	\$ 28 809 000
Public Liability	\$ 10 000 000
Workers Compensation	As per Act
Excess	\$ 450



Motion 3a: Resolved that the existing building insurance held by the Corporation be renewed and **NOT** increased as suggested by the insurer upon renewal. **Carried**.

Motion 3b: To add the following rule:

It was **resolved** that any excess payable on an Owner's Corporation insurance claim is the responsibility of the relevant owner of the unit to which the claim is related. If the insurable claim is due to the failing of the Owner's Corporation's common property, then the excess is the responsibility of the Owner's Corporation **carried by Special Resolution**.

ACT Strata Management Services advises that the Body Corporate insurance only covers the building and for public liability claims that occur on the common property. The Corporation's insurance does not cover contents items such as carpet, curtains and light fittings. ACT Strata Management Services strongly recommends that all unit owners have their own contents insurance as well as public liability insurance within their own units.

Expenditure

All items in the proposed budget were debated.

Motion 4: Resolved that the proposed expenditure budget of \$96 500 for the period 01/01/13 to 31/12/13 be accepted. **Carried by Special Resolution.**

Levies

Motion 5a: Resolved that the Corporation strike an Administration Fund levy of \$96 500 for the period 01/01/13 to 31/12/13 and be contributed by members in accordance with their Unit Entitlements. Levies are to be paid quarterly in advance. **Carried by Special Resolution.**

Motion 5b: Resolved that the Corporation strike a Sinking Fund levy of \$2 500 for the period 01/01/13 to 31/12/13 and be contributed by members in accordance with their entitlements. Levies are to be paid quarterly in advance. **Carried by Special Resolution.**

Executive Committee

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

Ms J Sera, Mr E Ceeney, Ms D Gillies, Mrs S Phipps and Mrs J Tokley.

General Business

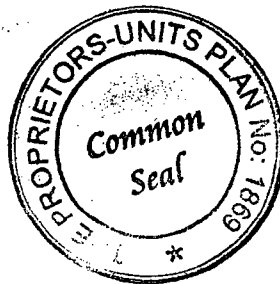
Newsletter

In the past a newsletter had kept members informed of happenings in the complex. The incoming Committee to investigate if this newsletter could be continued.

Signs.

Vehicles are ignoring the present signs in the complex as to what speed. The incoming Committee to investigate what can be done to improve awareness to protect residents.

There being no further business the meeting closed at 7.00pm.





ACT
Government

Justice and Community Safety

OFFICE OF
ACT Justice and Community Safety

**SPECIAL
BY OWNERS CORPORATION**



Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

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

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1591:100	HOLT	117	1	1869

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

Article 4- Erections & Alterations

SUPPORTING DOCUMENTATION

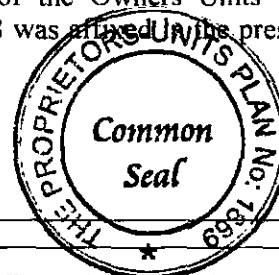
(Please tick appropriate item – Original signed copy must be supplied)

- ☒ Sealed copy of Minutes of Meeting
☐ Sealed copy of Resolution/Motion
☐ Other (specify) A Copy of the House Rules

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)

The Common Seal of the Owners Units Plan: 1869 ABN 26 971 831 478 was affixed in the presence of an authorised person.



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

Signature	Signature
Full Name (Block Letters) OMAR RAMSDEN	Full Name (Block Letters) MATTHEW GREEN
Address 5 LYONS PLACE LYONS ACT 2606	Address 5 LYONS PLACE LYONS ACT 2606
Office Held BODY CORPORATE MANAGER	Office Held BODY CORPORATE MANAGER

OFFICE USE ONLY

Lodged by	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		
Registered by	Registration Date	-5 APR 2019

Approved form AF 2012 – 95 approved by Jon Quiggin, Deputy Registrar-General on 23/01/2012 under section 140 of the Land Titles Act 1925 (approved forms)

This form revokes AF2010-61

Unauthorised version prepared by ACT Parliamentary Counsel's Office

The Owners of the Units Plan No 1869 hereby request the Registrar of Titles to note that at the Annual General Meeting of the Owners held in Canberra on 23 November 2016 it was resolved by Special Resolution to make the following changes.

A true copy of that Special Resolution is as follows:

Article 4 Erections & Alterations

It was resolved to by Special Resolution that Default Rule 4 be amended to;

(1) A unit Owner may erect or alter any structure in or on their unit only in accordance with the requirements of any relevant Territory Law and in accordance with-;

(a) the express permission contained via an Unopposed Resolution of the Executive Committee and the two most immediate neighbours, or

(b) the express permission of the Owners Corporation via a Special Resolution at a General Meeting of Owners

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

Carried.



**MINUTES OF THE ANNUAL GENERAL MEETING
FOR THE OWNERS UNITS PLAN No. 1869
Held Wednesday 23 November 2016
At Belconnen Golf Club, Britten Jones Drive, HOLT, ACT**

The meeting commenced at 6.00pm.

Present

Mr M Bongli	Unit 1	Mr M Greenaway	Unit 5
Mr B Thornton	Unit 9	Mrs S Phipps	Unit 12
Mrs J Tokley	Unit 13	Mr D & Mrs B Wishart	Unit 23
Mr G & Mrs C Field	Unit 26	Ms D Gillies	Unit 28
Mr C & Mrs J Williams	Unit 30	Ms J Ward	Unit 34
Mr C & Mrs S Smith	Unit 42	Mr I & Mrs J Murray	Unit 45

Mr O Ramsden - A.C.T. Strata Management Services

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

Chairperson

It was **resolved** that Mr Williams be chairperson for the meeting. **Carried.**

Proxies/Absentee Forms

Resolved to accept the following proxies and absentee forms:

Proxies -

Mrs D Burling	Unit 33	F/O	Mrs J Williams
---------------	---------	-----	----------------

Absentee Forms -

Mr J Coats	Unit 25
Mr L & Mrs P Peile	Unit 29
Housing ACT	Unit 31

Carried.



Minutes of Previous Annual General Meeting

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

Matters Arising from Previous Annual General Meeting

Letterboxes: The Manager advised that the Executive Committee were still looking into options for upgrading the letterboxes with the most cost effective and likely option being installing a 'Junk Mail' delivery box to free up space in the current letterboxes.

Subject to costs involved the works may be referred back to owners for further discussion/consideration.

All other matters had been attended to or would be addressed during the meeting.

Financial Report

Motion 2: Resolved that the financial statements be accepted as presented. **Carried.**

Insurance

Motion 3 (amended): Resolved that the existing insurance cover held by the Corporation be renewed as recommended by MGA Insurance Brokers. The building sum insured be increase by 5% subject to the premium being below budget. If the premium was to exceed the budgeted amount it would be referred back the incoming Executive Committee for their decision. **Carried.**

A.C.T. Strata Management Services advises that the Body Corporate's insurance policy only covers the buildings and any public liability claims that occur on the common property. The Corporation's insurance policy does not cover carpets, curtains, light fittings or other chattels which are deemed to be contents. A.C.T. Strata Management Services recommends that all unit owners have their own insurance cover for contents, as well as public liability cover for within their own units and other entitlements (including subsidiaries such as parking spaces, yards, balconies etc.).

Expenditure

Motion 4: Resolved that the proposed expenditure budget of \$75 150 for the period 01/10/16 to 30/09/17 be accepted. **Carried.**

Levies

Motion 5a: Resolved that the Corporation strike an Administration Fund levy of \$74 620 for the period 01/01/17 to 31/12/17 and be contributed by members in accordance with their Unit Entitlements. Levies are to be paid quarterly in advance. **Carried.**

Motion 5b: Resolved that the Corporation strike a Sinking Fund levy of \$10 000 for the period 01/01/17 to 31/12/17 and be contributed by members in accordance with their entitlements. Levies are to be paid quarterly in advance. **Carried.**

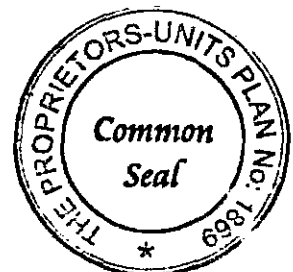
Levy contribution schedule attached.

Special Resolution – External Painting

The meeting discussed the responsibility of painting noting that it was simpler and more efficient to have all Units painted at once. This also prevented Units from becoming unkempt and detracting from the overall look of the complex.

Motion 6: Resolved that the Corporation continue to be responsible for the external painting of the complex on an as needed basis with the cost of the works being raised through Sinking Fund levies. Touch ups between complete repainting are to be the individual Owners responsibility. **Carried.**

Painting Touch-ups: Mr Murray noted that he had attempted to buy touch-up paint for his Unit but found that the paint used by the contractor was only available in large 15L quantities and that due to the texture of the paint it was very hard to match. After some discussion it was agreed that the Executive Committee would look at the possibility of buying the large tins of paint and distributing them to Units in smaller quantities according to the relevant colour. It was noted that the storage/life span of the paint would need to be considered.



Special Resolution – Amendment to Rule 4: Erections and Alterations

Motion 7: Resolved that Default Rule 4 be amended to read:

4 Erections and alterations

- (1) *A unit owner may erect or alter any structure in or on their unit only in accordance with the requirements of any relevant Territory Law and in accordance with –*
- (a) the express permission contained via an Unopposed Resolution of the Executive Committee and the two most immediate neighbours, or*
 - (b) the express permission of the Owners Corporation via a Special Resolution at a General Meeting of Owners.*
- (2) *Permission may be given subject to conditions stated in the resolution.*

Carried.

Executive Committee

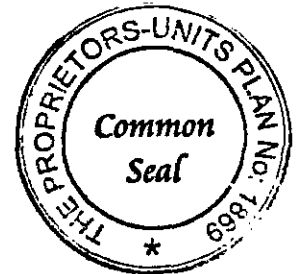
Resolved that the following members form the Executive Committee for the ensuing year:

Mr L Peile, Mr G Field, Mr P Thorne, Mrs J Williams & Mr Bongi. **Carried.**

General Business

Fencing: The meeting queried the progress of the fencing repairs with the Manager advising that a further follow up inspection was due in the near future to confirm which Units had not yet undertaken the requested repairs. Mrs Williams noted that similar to her planned fence repairs, some others owners may be having difficulty confirming/booking a date with a contractor due to the persistent wet weather over the past few months and that this should be taken into consideration when contacting owners.

There being no further business the meeting closed at 6.30 pm.





ACCESS CANBERRA
LAND, PLANNING & BUILDING SERVICES
8 Darling Street
MITCHELL ACT 2911
PHONE: 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	1	Block	1	Section	117	Suburb	HOLT
------	---	-------	---	---------	-----	--------	------

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: 54251 Dated: 20-NOV-01 | | |
| 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 : 2690CVL - 187483864

Date: 27-FEB-26 13:52:39



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

27-FEB-2026 13:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 5

INFORMATION ABOUT THE PROPERTY

HOLT Section 117/Block 1/Unit 1

Building Class: B

Area(m2): 23,471.8

Unimproved Value: \$7,840,000

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.



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

27-FEB-2026 13:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 5

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA202544738 Lodged 12-JAN-26 Type See Subclass

-- Application Details -----

Description

PLANNING ACT 2023 - PROPOSAL FOR NEW DECK - Construction of a new deck and associated works.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Holt	117	1-1	14

-- Involved Parties -----

Role	Name
Lessee	Ariana Grafton
Applicant	Simple Site Plans

-- Activities -----

Activity Name	Status
Standard	Approval Conditional

Application DA200403140 Lodged 19-JUL-04 Type Multi-residential

-- Application Details -----

Description

MULTIPLE DWELLING - Construction of screen enclosure to unit 18.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Holt	117	1-1	18

-- Involved Parties -----

Role	Name
Applicant	Spanline Act
Contact	Ella Hancock

-- Activities -----

Activity Name	Status
Da - No Notification	Approved



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

27-FEB-2026 13:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 5

Application DA20006720 **Lodged** 07-NOV-00 **Type** Multi-residential

-- Application Details --

Description

Construction of balcony to rear of existing unit

-- Site Details --

District	Division	Section	Block(s)	Unit
Belconnen	Holt	117	1-1	18

-- Involved Parties --

Role	Name
Applicant	Batty
Contact	Batty

-- Activities --

Activity Name

Da - (Dap)

Status

Approved

Application DA20005744 **Lodged** 25-AUG-00 **Type** Multi-residential

-- Application Details --

Description

Deck and Pergola

-- Site Details --

District	Division	Section	Block(s)	Unit
Belconnen	Holt	117	1-1	17

-- Involved Parties --

Role	Name
Applicant	B & T Homes
Lessee	B & T Homes
Contact	Bulum

-- Activities --

Activity Name

Da - (Dap)

Status

Approved



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

27-FEB-2026 13:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 4 of 5

Application DA20003238 **Lodged** 13-APR-00 **Type** Multi-residential

-- Application Details -----

Description

Pool - Inground fiberglass pool with fence surrounds for body corporate

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Holt	117	1-1	

-- Involved Parties -----

Role	Name
Lessee	B & T Homes
Applicant	Cranbuilt Pools
Contact	Grant

-- Activities -----

Activity Name	Status
Da - (Dap)	Approved

Application DA991609 **Lodged** 29-MAR-99 **Type** Multi-residential

-- Application Details -----

Description

Multi unit development - 49 townhouses, 11 two storey and 38 single storey

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Holt	117	1-1	

-- Involved Parties -----

Role	Name
Contact	Parisi
Applicant	Hughes Trueman
Lessee	Consolidated Builders Limited

-- Activities -----

Activity Name	Status
Da - With Dap.(Public Notif)	Approved

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,



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

27-FEB-2026 13:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 5 of 5

carports and pergolas etc. Information on exempt developments can be found at
<https://www.planning.act.gov.au/applications-and-assessments/development-applications/check-if-you-need-a-da>

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

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

URBAN FOREST ACT 2023

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

---- END OF REPORT ----



Better communities.
The Whittles way.

Unit 43, 2 King Street
Deakin ACT 2600

02 5131 2600
whittles.com.au

03/03/26

Whittles Canberra Pty Ltd
ABN 39 634 756 031

INFO TRACK
L 8 / 135 KING STREET
SYDNEY, NSW, 2000

Dear Sir/Madam

RE: Units Plan 1869
131 BRITTEN-JONES DRIVE, HOLT
Lot: 00001
OWNER: M J Bongì

Thank you for your instructions with reference to the above. Please find enclosed Certificate under Section 119 of the Unit Titles (Management) Act 2011 (UTMA) as requested.

Please note that we are unable to provide verbal updates once a certificate has been issued. Any requests for an update on fund balances and levies struck may incur additional costs if outside of the 4-month period specified in the UTMA.

We have attached a Section 115 Notice template to this Certificate. We ask that you please ensure this form is completed upon settlement and returned to our office with the correct address for service of documents for the new proprietor.

Yours faithfully

A handwritten signature in black ink that reads "Giorgia Fiorenza Julian". The signature is written in a cursive, flowing style.

Giorgia Fiorenza Julian
Strata Manager
Whittles Canberra

Unit Titles (Management) Certificate Determination 2012

SECTION 119 CERTIFICATE

Unit Titles (Management) Act 2011

Date of Certificate	02/03/2026
Units Plan in respect of which certificate issue:	0000001869
Unit in respect of which certificate issued:	Lot:00001
Person requesting certificate: (owner/mortgagee/ covenant chargee/authorised person)	Info Track L 8 / 135 KING STREET, SYDNEY
If authorised person, authorised by: (owner)	M J Bongi

The Owners Corporation of Units Plan 1869 certifies the following with respect to the unit the subject of this Certificate:

1. Executive Committee

The Executive Committee's name and addresses are:

Member	K BOWER UNIT 11 131 BRITTEN-JONES DRIVE HOLT ACT 2615
Member	J TOKLEY UNIT 13, 131 BRITTEN-JONES DRIVE HOLT ACT 2615
Member	B WHITE 6 KANGA PLACE GORDON ACT 2906
Member	J AYLOR 18 WILUNA 131 BRITTEN-JONES DRIVE HOLT ACT 2615
Member	C WILLIAMS UNIT 30, 131 BRITTEN-JONES DRIVE HOLT ACT 2615
Member	P SEITZ 32 / 131 BRITTEN-JONES DRIVE HOLT ACT 2615
Member	W BRIDGLAND UNIT 40, 131 BRITTEN-JONES DRIVE HOLT ACT 2615
Chairperson	C LAWRENCE UNIT 37, 131 BRITTEN-JONES DRIVE HOLT ACT 2615

2. Managing Agent (if any)

Name of Managing Agent (if any) appointed:	Whittles PO Box 3208 Weston ACT 2611
--	--

3. Books and Records

The Owners Corporation's books, records and corporate register can be inspected at:

Unit 43, 2nd Floor,
2 King Street
DEAKIN ACT 2600

4. Insurance

4.1 Copies attached for each current insurance policy (eg. Public Liability, Building, Workers Compensation) Yes

4.2 Copy of Insurance Valuation attached Yes

5. Reports & Contracts

5.1 Copy attached of current Sinking Fund Forecast Yes

5.2 Current Service Contracts
Whittles Canberra No

6. Contributions

6a. Administrative fund - contributions payable by regular periodic instalments or lump sum (as determined under S78)

Total Annual Contributions	\$2,488.00	Number of instalments/year	4	Period	01/01/26 - 31/12/26
----------------------------	------------	----------------------------	---	--------	---------------------

Administration Fund	Amount	Due Date	Date Paid
01/01/26 to 31/03/26	\$622.00	01/01/26	09/01/26
01/04/26 to 30/06/26	\$622.00	01/04/26	-
01/07/26 to 30/09/26	\$622.00	01/07/26	-
01/10/26 to 31/12/26	\$622.00	01/10/26	-

Amount (if any) outstanding: \$0.00

Amount (if any) in credit: N/A

6b. Sinking Fund - contributions payable by periodic instalments or lump sum (as determined under S89)

Total Annual Contributions	\$328.00	Number of instalments/year	4	Period	01/01/26 - 31/12/26
----------------------------	----------	----------------------------	---	--------	---------------------

Sinking Fund	Amount	Due Date	Date Paid
01/01/26 to 31/03/26	\$82.00	01/01/26	09/01/26
01/04/26 to 30/06/26	\$82.00	01/04/26	-
01/07/26 to 30/09/26	\$82.00	01/07/26	-
01/10/26 to 31/12/26	\$82.00	01/10/26	-

Amount (if any) outstanding: \$0.00

Amount (if any) in credit: N/A

7. Balance of funds for the owners corporation

Administrative Fund	\$95,357.56CR
Sinking Fund	\$172,693.84CR

Special Notes

Information to all Lots: - Is there a swimming pool disclosure statement attached? Yes (Compliance certificate nearly completed)

This development is a Class B - Maintenance Guide is attached.

Has the developer control period expired? Yes

Has the Corporation borrowed money (details if applicable) No

Has the Corporation installed any sustainability infrastructure? No

Has the Corporation applied to the Planning Land Authority for an extension of the Crown Lease?

Expires 9/04/2096.

The common seal of the Owners

Units Plan 1869

Was hereunto affixed on 02/03/2026
in the presence of Whittles Canberra



A handwritten signature in cursive script, reading 'Giorgia Fiorenza Julian'.

Giorgia Fiorenza Julian
Strata Manager

PLEASE RETURN THIS SLIP IMMEDIATELY WHEN SETTLEMENT IS EFFECTED

TO: Whittles Canberra
PO Box 3208, Weston, ACT 2611
email to - info.canberra@whittles.com.au

SETTLEMENT DATE: ____/____/____

PURCHASERS NAME(S):(Attach any extra purchasers details to this document)

Purchaser 1:

Purchaser 2:

First & Second Names

First & Second Names

Surname

Surname

(All names IN FULL and title required e.g.MS/MISS/MRS/MR)

TELEPHONE NUMBERS:

HOME: _____ WORK:_____

MOBILE:_____ EMAIL:_____

CORRESPONDENCE TO BE FORWARDED:

ACCOUNTS TO BE FORWARDED:

Solicitor/Agent:

Info Track

L 8 / 135 KING STREET, SYDNEY

Units Plan 1869

131 BRITTEN-JONES DRIVE, HOLT

Lot: 00001

OWNER: M J Bongi

TAX INVOICE

02/03/2026

Whittles Canberra
ABN 39 634 756 031
PO Box 3208
WESTON ACT 2611

Info Track
L 8 / 135 KING STREET
SYDNEY NSW 2000

DESCRIPTION:

Searching and completing document for
provisions of
Section 119 of the *Units Plan (Management)*
Act 2011, Lot : 00001 at
131 BRITTEN-JONES DRIVE, HOLT

Units Plan 1869

FEE:	As prescribed	\$310.90	PAID
	Plus 10% GST	\$31.09	PAID

TOTAL:	\$342.00	PAID
---------------	----------	------

OWNER: M J Bongi

EFT Payment:

Whittles Canberra
BSB - 185 300
A/C - 304517394

EFT Reference: Lot 1 Plan 1869

Email remittance to: info.canberra@whittles.com.au

With Compliments

Unit Titles (Management) Act 2011- Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners-Units Plan No 1869

A2 Annual General Meeting

Date (or dates) of general meeting

at which the reduced quorum

decision or decisions were made 12/11/2025

Tick applicable box, or both boxes if applicable:



Regularly Convened



Convened after

The general meeting was regularly **adjournment**

convened (not following any

adjournment under UTMA s3.9(3)

or (6) (a), part 3.1, schedule 3).

The general meeting was convened

following an adjournment or

Adjournments (under UTMA

s3.9 (3) or (6) (a), part 3.1, schedule 3).

A3 Reduced quorum decisions

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

Date of Decision	Full text of reduced quorum decision
12/11/2025	See attached Minutes

A4 Owners corporation declaration

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

G. Fiorenza
Julian

Date: 12/11/2025



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

NOTICE OF REDUCED QUORUM DECISIONS

Part B **General Information**

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

- A **reduced quorum** is a decision of a general meeting of the owners corporations made while a quorum (a **reduced quorum**) smaller than **standard quorum** was present.
- A **standard quorum** is those people entitled to vote (on the motion) in relation to not less than $\frac{1}{2}$ the total number of units (see UTMA s3.9 (1) (a), part 3.1, schedule 3).

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

Reduced quorum decisions made at regularly-convened general meetings

- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a **standard quorum** for the motion (see above) is not present a reduced quorum decision may be made if a **reduced quorum** (see next point) is then present for consideration of the motion (UTMA s3.9 (2), part 3.1, schedule3).
- At a regularly-convened general meeting, a **reduced quorum** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions-adjournment following quorum trouble

- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a **standard quorum** for the motion (see above) nor a **reduced quorum** (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within $\frac{1}{2}$ an hour a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum is not present, a reduced quorum decision may be made if there is a **reduced quorum** made up by *anyone* then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of *anyone* present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also **reduced quorum decisions** (UTMA s 3.9 (6) (a), part 3.1, schedule 3).

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

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

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

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

The petition must-

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

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

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

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

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

Minutes of the Annual General Meeting

Owners Corporation for THE OWNERS UNIT PLAN NO 1869

Meeting Date	Wednesday, 12 November 2025		
Meeting Location	Holt Community Hub, 80 Beaurepaire Crescent, HOLT, ACT, 2615		
Time	05:30 PM	Opened: 05:30 PM	Closed: 07:15 PM
Lots Represented	00009 B & C Thornton Owner present 00011 K Bower Owner present 00012 C Phipps Owner present 00013 Mr & Mrs J Tokley Owner present 00015 B & L White Owner present 00018 J Taylor & C Lin Owner present 00021 J Sera Owner present 00023 D & B Wishart Owner present 00028 D Gillies Owner present 00030 C & J Williams Owner present 00032 B Rogers & P Seitz Owner present 00033 D Burling Owner present 00037 C Lawrence Owner present 00040 W Bridgland Owner present 00042 C & S Smith Owner present 00045 I & J Murray Owner present		
By Proxy	00001 M Bongi Electronic vote 00005 J Mitterfellner & M Bergman Electronic vote 00022 R & P Spence Electronic vote 00026 B Allen Electronic vote 00035 B McMillan Electronic vote 00043 S Khan Electronic vote		
Chairperson	C Lawrence		
Additional Attendees	Giorgia Fiorenza Julian representing Whittles Canberra Pty Ltd		
Apologies	00035 B McMillan		

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

Motion 2				
Confirmation of Minutes		Ordinary Resolution		
That the minutes of the previous Annual General Meeting held on 4/12/24 be confirmed.				
Motion CARRIED.				
VOTES	Yes : 22	No: 0	Abs: 0	Inv: 0

Motion 3				
Financial Statement		Ordinary Resolution		
That the financial statement for the period 1/10/24 to 30/9/25 be adopted.				
Motion CARRIED.				
VOTES	Yes : 22	No: 0	Abs: 0	Inv: 0

Motion 4				
Management Agreement		Ordinary Resolution		
That in accordance with the Unit Titles (Management) Act 2011, the Owners Corporation appoint Whittles Canberra Pty Ltd as per the attached Management Agreement for a 12-month period.				
Motion CARRIED.				
VOTES	Yes : 22	No: 0	Abs: 0	Inv: 0

Motion 5				
Insurance Renewal		Ordinary Resolution		
That the Owners Corporation confirms the attached Insurance Summary Document and authorises MGA Insurance Brokers to market the insurance policy, with the sum insured to be increased by 5%.				
<i>Note: Certificates and Policy Wording is available on the portal.</i>				
Motion CARRIED.				
VOTES	Yes : 21	No: 1	Abs: 0	Inv: 0

Item 6		
Fire Safety Declaration		
The Owners Corporation is not aware of any fire safety equipment in place throughout the common areas of the complex. <i>Note: There is no formal evacuation plan for the complex.</i>		

Motion 7				
Sinking Fund Forecast Review	Ordinary Resolution			
That the owners corporation approve obtaining an updated Sinking Fund Plan from QIA in conjunction with the EC.				
Motion CARRIED.				
VOTES	Yes : 22	No: 0	Abs: 0	Inv: 0

Motion 8				
Maintenance Schedule/Plan	Ordinary Resolution			
That the Owners Corporation notes the attached Maintenance Plan, confirms it has been reviewed and discussed, and agrees that appropriate maintenance requirements have been considered and budgeted for accordingly.				
Motion CARRIED.				
VOTES	Yes : 22	No: 0	Abs: 0	Inv: 0

Motion 9		
Administration Fund Expenditure Budget- AMENDED	Ordinary Resolution	
That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Administration Fund expenditure budget of \$141,125.00 \$143,125 be accepted. <i>Note: the budget was increased to trim or remove high priority trees on the common grounds.</i>		
Motion CARRIED.		

VOTES	Yes : 22	No: 0	Abs: 0	Inv: 0
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Motion 10				
Sinking Fund Expenditure Budget		Ordinary Resolution		
That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Sinking Fund expenditure budget of \$62,000.00 be accepted.				
Motion CARRIED.				
VOTES	Yes : 22	No: 0	Abs: 0	Inv: 0

Motion 11				
Administration Fund Levy		Ordinary Resolution		
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike an Administration Fund levy of \$130,000.00 for the period 1/1/26 to 31/12/26 to be contributed by members in accordance with their Unit Entitlements.				
Levies are to be paid quarterly in advance. This is an increase from the previous levies.				
Levy due dates are 1/01/26, 1/04/26, 1/07/26, 1/10/26.				
Motion CARRIED.				
VOTES	Yes : 22	No: 0	Abs: 0	Inv: 0

Motion 12				
Sinking Fund Levy		Ordinary Resolution		
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike a Sinking Fund levy of \$17,411.00 for the period 1/1/26 to 31/12/26 to be contributed by members in accordance with their Unit Entitlements.				
Levies are to be paid quarterly in advance. This is an increase from the previous levies.				
Levy due dates are 1/01/26, 1/04/26, 1/07/26, 1/10/26.				
Motion CARRIED.				
VOTES		Yes : 21	No: 0	Abs: 1 Inv: 0

Motion 13				
Debt Recovery		Ordinary Resolution		
In accordance with the Unit Titles (Management) Act 2011, Whittles Canberra Pty Ltd is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of the Owners Corporation who are in arrears, to recover overdue contributions and levies, penalties and recovery costs incurred. Fees charged by third party providers will be recovered from the debtor at cost per invoice.				
Motion CARRIED.				
VOTES	Yes : 22	No: 0	Abs: 0	Inv: 0

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

Item 15		
General Business		
Pool Area Refresh – The committee are seeking volunteers to assist with the refresh of the pool area. Please contact an EC Member or Whittles to volunteer.		

Election of Committee	
The following owners volunteered to form part of the Executive Committee: 00011 K Bower 00013 J Tokley 00015 B White 00018 J Taylor 00030 C Williams 00032 P Seitz 00037 C Lawrence 40 W Bridgland	

Owners can update their personal details anytime via the **Whittles Owner Portal** at www.whittles.com.au. Log in using your primary registered email address or mobile number.

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

BUDGET

THE OWNERS UNIT PLAN NO 1869
131 BRITTEN-JONES DRIVE, HOLT

Year ending September 2026

ADMINISTRATION FUND

	Oct-Dec 25	Jan-Mar 26	Apr-Jun 26	Jul-Sept 26	Annual Total
INCOME					
Contributions	33,075.00	33,075.00	33,075.00	33,075.00	\$132,300.00
Arrears	311.85	0.00	0.00	0.00	\$311.85
Advances	-3,012.95	-0.00	-0.00	-0.00	-\$3,012.95
Total	30,373.90	33,075.00	33,075.00	33,075.00	\$129,598.90
EXPENDITURE					
Common property	500.00	500.00	500.00	500.00	\$2,000.00
Grounds	4,250.00	4,250.00	4,250.00	4,250.00	\$17,000.00
Grounds - Tree removal	1,750.00	1,750.00	1,750.00	1,750.00	\$7,000.00
Insurance - Renewal	12,550.00	12,550.00	12,550.00	12,550.00	\$50,200.00
Insurance claims	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
Management - Additional services fee	250.00	250.00	250.00	250.00	\$1,000.00
Management - Agreed Services	5,000.00	5,000.00	5,000.00	5,000.00	\$20,000.00
Plumbing	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
Pool/Spa	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
Taxation - Accountants fee	275.00	0.00	0.00	0.00	\$275.00
Taxation - PAYG Income Tax Instalment	100.00	100.00	100.00	100.00	\$400.00
Taxation - Payment	150.00	150.00	150.00	150.00	\$600.00
Utilities - Electricity	625.00	625.00	625.00	625.00	\$2,500.00
Utilities - Water	6,750.00	6,750.00	6,750.00	6,750.00	\$27,000.00
Venue hire	37.50	37.50	37.50	37.50	\$150.00
Total	35,987.50	35,712.50	35,712.50	35,712.50	\$143,125.00

SINKING FUND

	Oct-Dec 25	Jan-Mar 26	Apr-Jun 26	Jul-Sept 26	Annual Total
INCOME					
Contributions	4,352.75	4,352.75	4,352.75	4,352.75	\$17,411.00
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
Total	4,352.75	4,352.75	4,352.75	4,352.75	\$17,411.00
EXPENDITURE					
Common property	2,500.00	2,500.00	2,500.00	2,500.00	\$10,000.00
Common property - Tennis Court	13,000.00	13,000.00	13,000.00	13,000.00	\$52,000.00
Total	15,500.00	15,500.00	15,500.00	15,500.00	\$62,000.00

CASH FLOW SUMMARY

	Oct-Dec 25	Jan-Mar 26	Apr-Jun 26	Jul-Sept 26	Annual Total
<u>ADMINISTRATION FUND</u>					
Opening Balance	65,374.44	59,760.84	57,123.34	54,485.84	\$65,374.44
Add: Contributions	33,075.00	33,075.00	33,075.00	33,075.00	\$132,300.00
Add: Arrears	311.85	0.00	0.00	0.00	\$311.85
Minus: Advances	3,012.95	0.00	0.00	0.00	\$3,012.95
Minus: Expenditures	35,987.50	35,712.50	35,712.50	35,712.50	\$143,125.00
CLOSING BALANCE	59,760.84	57,123.34	54,485.84	51,848.34	\$51,848.34
<u>SINKING FUND</u>					
Opening Balance	163,440.43	152,293.18	141,145.93	129,998.68	\$163,440.43
Add: Contributions	4,352.75	4,352.75	4,352.75	4,352.75	\$17,411.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	15,500.00	15,500.00	15,500.00	15,500.00	\$62,000.00
CLOSING BALANCE	152,293.18	141,145.93	129,998.68	118,851.43	\$118,851.43

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 10000
 Number of Lots 49

	— Effective from 01/01/26 —		— Effective from 01/01/26 —	
Lot Number	UE	ADMIN Fund	UE	SINKING Fund
7, 10	183	\$605	183	\$80
3, 35, 36, 37, 38	187	\$619	187	\$81
1, 39	188	\$622	188	\$82
25, 45	190	\$628	190	\$83
2, 4, 5, 22	192	\$635	192	\$84
41	194	\$642	194	\$84
24, 27	195	\$645	195	\$85
11	196	\$648	196	\$85
6, 40, 42, 47	199	\$658	199	\$87
26, 31, 32, 43, 48, 49	202	\$668	202	\$88
30, 34	203	\$671	203	\$88
8, 14	204	\$675	204	\$89
12	206	\$681	206	\$90
28, 33, 44, 46	207	\$685	207	\$90
29	209	\$691	209	\$91
16, 17	215	\$711	215	\$94
18, 23	234	\$774	234	\$102
19, 21	236	\$781	236	\$103
13	238	\$787	238	\$104
9	240	\$794	240	\$104
15, 20	241	\$797	241	\$105
QUARTERLY TOTAL		\$33,076.00		\$4,357.00

Unit Titles (Management) Act 2011- Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners-Units Plan No 1869

A2 Annual General Meeting

Date (or dates) of general meeting

at which the reduced quorum

decision or decisions were made 5/12/2024

Tick applicable box, or both boxes if applicable:

☒ Regularly Convened ☐ Convened after

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

A3 Reduced quorum decisions

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

Date of Decision	Full text of reduced quorum decision
5/12/2024	See attached Minutes

A4 Owners corporation declaration

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



Date: 5/12/2024

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General Information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions-adjournment following quorum trouble

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

B2 When does a reduced quorum decision take effect?

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

B3 How many reduced quorum decisions be disallowed?

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

The petition must-

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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

Minutes of the Annual General Meeting

Owners Corporation for THE OWNERS UNIT PLAN NO 1869

Meeting Date	Wednesday, 04 December 2024		
Meeting Location	Holt Community Hub, 80 Beaurepaire Crescent, HOLT, ACT, 2615		
Time	05:30 PM	Opened: 05:22 PM	Closed: 06:42 PM
Lots Represented	00005 M & D Greenaway 00011 K Bower 00012 C Phipps 00013 J Tokley 00018 J Taylor & C Lin 00021 Alfredo Enterprises Pty Ltd 00023 D & B Wishart 00030 C & J Williams 00033 D Burling 00034 J Ward 00035 B McMillan & S Henry 00037 C Lawrence 00040 W Bridgland 00045 I & J Murray		
By Proxy	00001 M Bongi Electronic vote 00009 B Thornton Electronic vote 00026 B Allen Electronic vote 00036 J Jones Electronic vote 00043 S Khan Electronic vote		
Chairperson	M Greenaway		
Additional Attendees	Giorgia Fiorenza Julian representing Whittles Canberra Pty Ltd		

Item 1

Declaration of Interest (Advice)

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

Motion 2

Confirmation of Minutes

Ordinary Resolution

That the minutes of the previous Annual General Meeting held on 6/11/23 be confirmed.

Passed by Simple Majority

Motion 3		
Financial Statement	Ordinary Resolution	
That the financial statement for the period 1/10/23 to 30/9/24 be adopted.		
Passed by Simple Majority		

Item 4		
Management Agreement		
The current agreement in place expires 15/12/25.		
A copy of the agreement is available for viewing at www.whittles.com.au through your owner portal.		

Motion 5		
Insurance Renewal	Ordinary Resolution	
That the existing insurance cover held by the Corporation be marketed by MGA Insurance Brokers prior to renewal. The building sum insured be increased by 5% upon renewal.		
Passed by Simple Majority		

Item 6		
Fire Safety Declaration		
The Owners Corporation is not aware of any fire safety equipment in place throughout the common areas of the complex.		

Motion 7		
Maintenance Schedule/Plan	Ordinary Resolution	
That in accordance with the Unit Titles (Management) Act 2011, the Owners Corporation reviews the maintenance schedule and will consider the recommended maintenance requirements for the year. <i>Note: EC to investigate lighting, line marking, tennis court.</i>		
Passed by Simple Majority		

Motion 8		
Administration Fund Expenditure Budget	Ordinary Resolution	
That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Administration Fund expenditure budget of \$128,525.00 be accepted.		
Passed by Simple Majority		

Motion 9		
Sinking Fund Expenditure Budget	Ordinary Resolution	
That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Sinking Fund expenditure budget of \$66,037.00 be accepted.		
Passed by Simple Majority		

Motion 10		
Administration Fund Levy	Ordinary Resolution	
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike an Administration Fund levy of \$126,000.00 for the period 1/1/25 to 31/12/25 to be contributed by members in accordance with their Unit Entitlements. Levies are to be paid quarterly in advance. This is an increase from the previous levies. Levy due dates are 15/01/25 15/04/25 15/07/25 15/10/25.		
Passed by Simple Majority		

Motion 11		
Sinking Fund Levy	Ordinary Resolution	
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike a Sinking Fund levy of \$16,441.00 for the period 1/1/25 to 31/12/25 to be contributed by members in accordance with their Unit Entitlements. Levies are to be paid quarterly in advance. This is an increase from the previous levies. Levy due dates are 15/01/25 15/04/25 15/07/25 15/10/25.		
Passed by Simple Majority		

Motion 12		
Debt Recovery	Ordinary Resolution	
In accordance with the Unit Titles (Management) Act 2011, Whittles Canberra Pty Ltd is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of the Owners Corporation who are in arrears, to recover overdue contributions and levies, penalties and recovery costs incurred. Fees charged by third party providers will be recovered from the debtor at cost per invoice.		
Passed by Simple Majority		

Item 13		
General Information		
Internet Speed Concerns were raised regarding the internet speed at the complex. It was agreed that Whittles would obtain an updated quote for a potential upgrade and distribute a general survey to all owners. If a majority approve the proposal, a General Meeting will be required to formally approve the expenditure. Golf Ball Damages Several reports of damaged roof tiles, windows, and windscreens caused by stray golf balls have been received. Whittles is currently in discussions with the golf course management to arrange a meeting on this matter. Owners are encouraged to document any incidents by taking photographic evidence of the damages when they occur. Next Meeting The meeting agreed to budget and continue to hold the AGM at the Holt Community Centre.		

Election of Committee

The following owners volunteered to form part of the Executive Committee (EC):

00011 K Bower
00013 J Tokley
00015 B White
00018 J Taylor
00030 C Williams
00037 C Lawrence

Owners are able to access & update their personal details through the Whittles Owner Portal online.

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

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

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

PROPOSED BUDGET

THE OWNERS UNIT PLAN NO 1869
131 BRITTEN-JONES DRIVE, HOLT

Year ending September 2025

ADMINISTRATION FUND

	Oct-Dec 24	Jan-Mar 25	Apr-Jun 25	Jul-Sept 25	Annual Total
INCOME					
Contributions	31,500.00	31,500.00	31,500.00	31,500.00	\$126,000.00
Arrears	0.50	0.00	0.00	0.00	\$0.50
Advances	-1,427.12	-0.00	-0.00	-0.00	<u>-\$1,427.12</u>
Total	30,073.38	31,500.00	31,500.00	31,500.00	<u>\$124,573.38</u>
EXPENDITURE					
Common property	500.00	500.00	500.00	500.00	\$2,000.00
Grounds	4,250.00	4,250.00	4,250.00	4,250.00	\$17,000.00
Insurance - Renewal	14,000.00	14,000.00	14,000.00	14,000.00	\$56,000.00
Insurance claims	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
Management - Additional services fee	125.00	125.00	125.00	125.00	\$500.00
Management - Agreed Services	4,750.00	4,750.00	4,750.00	4,750.00	\$19,000.00
Pool/Spa	1,000.00	1,000.00	1,000.00	1,000.00	\$4,000.00
Taxation - Accountants fee	275.00	0.00	0.00	0.00	\$275.00
Taxation - Payment	25.00	25.00	25.00	25.00	\$100.00
Utilities - Electricity	875.00	875.00	875.00	875.00	\$3,500.00
Utilities - Water	5,250.00	5,250.00	5,250.00	5,250.00	\$21,000.00
Venue hire	37.50	37.50	37.50	37.50	<u>\$150.00</u>
Total	32,337.50	32,062.50	32,062.50	32,062.50	<u>\$128,525.00</u>

SINKING FUND

	Oct-Dec 24	Jan-Mar 25	Apr-Jun 25	Jul-Sept 25	Annual Total
INCOME					
Contributions	4,110.25	4,110.25	4,110.25	4,110.25	\$16,441.00
Arrears	0.65	0.00	0.00	0.00	\$0.65
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
Total	4,110.90	4,110.25	4,110.25	4,110.25	\$16,441.65
EXPENDITURE					
Capital improvements	710.00	710.00	710.00	710.00	\$2,840.00
Common property - Furnishings	279.00	279.00	279.00	279.00	\$1,116.00
Common property - Tennis Court	12,190.50	12,190.50	12,190.50	12,190.50	\$48,762.00
Electrical - Common lighting	1,999.75	1,999.75	1,999.75	1,999.75	\$7,999.00
Plumbing	1,330.00	1,330.00	1,330.00	1,330.00	\$5,320.00
Total	16,509.25	16,509.25	16,509.25	16,509.25	\$66,037.00

CASH FLOW SUMMARY

	Oct-Dec 24	Jan-Mar 25	Apr-Jun 25	Jul-Sept 25	Annual Total
<u>ADMINISTRATION FUND</u>					
Opening Balance	64,008.71	61,744.59	61,182.09	60,619.59	\$64,008.71
Add: Contributions	31,500.00	31,500.00	31,500.00	31,500.00	\$126,000.00
Add: Arrears	0.50	0.00	0.00	0.00	\$0.50
Minus: Advances	1,427.12	0.00	0.00	0.00	\$1,427.12
Minus: Expenditures	32,337.50	32,062.50	32,062.50	32,062.50	\$128,525.00
CLOSING BALANCE	61,744.59	61,182.09	60,619.59	60,057.09	\$60,057.09
<u>SINKING FUND</u>					
Opening Balance	157,875.80	145,477.45	133,078.45	120,679.45	\$157,875.80
Add: Contributions	4,110.25	4,110.25	4,110.25	4,110.25	\$16,441.00
Add: Arrears	0.65	0.00	0.00	0.00	\$0.65
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	16,509.25	16,509.25	16,509.25	16,509.25	\$66,037.00
CLOSING BALANCE	145,477.45	133,078.45	120,679.45	108,280.45	\$108,280.45

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 10000
 Number of Lots 49

	— Effective from 01/01/25 —		— Effective from 01/01/25 —	
Lot Number	UE	ADMIN Fund	UE	SINKING Fund
7, 10	183	\$576	183	\$75
3, 35, 36, 37, 38	187	\$589	187	\$77
1, 39	188	\$592	188	\$77
25, 45	190	\$598	190	\$78
2, 4, 5, 22	192	\$605	192	\$79
41	194	\$611	194	\$80
24, 27	195	\$614	195	\$80
11	196	\$617	196	\$81
6, 40, 42, 47	199	\$627	199	\$82
26, 31, 32, 43, 48, 49	202	\$636	202	\$83
30, 34	203	\$639	203	\$83
8, 14	204	\$643	204	\$84
12	206	\$649	206	\$85
28, 33, 44, 46	207	\$652	207	\$85
29	209	\$658	209	\$86
16, 17	215	\$677	215	\$88
18, 23	234	\$737	234	\$96
19, 21	236	\$743	236	\$97
13	238	\$750	238	\$98
9	240	\$756	240	\$99
15, 20	241	\$759	241	\$99
QUARTERLY TOTAL		<u>\$31,494.00</u>		<u>\$4,110.00</u>

The Body Corporate of
THE WILUNA ESTATE
131 Britten Jones Drive, Holt, ACT, 2615

TO ALL OWNERS AND RESIDENTS
HOUSE RULES
Units Plan No. 1869

For the general well being of the residents and to ensure that all enjoy a maximum of convenience, comfort and privacy, it is necessary to have some rules. These rules are intended to keep annoyance to a minimum and to provide guidelines for residents and their guests. These rules are to be included as an integral part of any leasing arrangements between a Unit proprietor and their tenant. These should be read in conjunction with The Unit Titles (Management) Act 2011 and Unit Titles (Management) Regulation 2011 as amended in 2020.

NOISE

Residents and their guests are expected to give consideration to other residents in the complex. Loud music, shouting, screeching of brakes and the loud revving of engines are not permitted in this complex. Slamming of car doors or house doors along with using a car horn is unnecessary.

PARKING

All units have been provided with a garage to house their vehicle. Many units have areas in front of their garage on which they can park vehicles off the roadway. Visitors parking spaces are only for visitors to the complex. These spaces are not to be used to supplement residents parking. Parking on the roadway and/or footpath is not permitted.

SPEED LIMIT

In the interest of safety vehicles are not permitted to travel at more than 10 kph.

PETS

Whilst pets are permitted at "Wiluna" all pets must be kept under strict supervision. Animals are not permitted on the common property unless accompanied by their owners. In the case of dogs they must be on a leash. Cats must be controlled by owners. Should any animal cause distress to any other resident in the complex the Corporation has the right to have the animal removed from the development (after mediation).

OIL STAINS

All oil stains on the common property are to be removed by the owner of the offending vehicle. Should any resident have a vehicle which leaks oil they are requested to have it repaired as soon as possible but in the meantime take steps to stop it marking the roadway.

GARBAGE HOPPERS

All household garbage is to be placed in the appropriate hopper. Garden waste, clippings, prunings and the like are not to be placed in the garbage hoppers but disposed of by the residents to the appropriate place. Absolutely no containers holding liquids or any substance whatsoever to be placed in hoppers or recycling bins.

TENNIS COURT AND SWIMMING POOL

Residents and their guests use the tennis court and the swimming pool at their own risk. The Body Corporate does not accept any liability for bodily damage or loss of personal property arising out of the use of these facilities.

At all times children must be supervised by an adult.

Guests can only use the pool or tennis court whilst accompanied by a resident who must be with them at all times.

Tennis balls which come to rest in a courtyard of a unit are not to be retrieved. Courtyards are private property.

Residents who have guests at these facilities are responsible for the behaviour of their guests.

Keys for entry to these facilities may be purchased from the Managing Agent.

ALTERATIONS

All alterations or additions to a unit require approval of the Executive Committee, in many cases approval of the appropriate authority before they are carried out. Please make application to the Body Corporate before making any alterations or additions to your unit.

REPAIRS AND MAINTENANCE

Proprietors must ensure that their unit is kept in a state of good repair.

RESPONSIBILITY

Owners are responsible for the behaviour and actions of their tenants.

Body Corporate Managers:

ACT Strata Management Services
PO Box 3208
WESTON ACT 2611

Phone: 02 6281 7000
Fax: 02 6281 1011

SWIMMING POOL

CONDITIONS OF USE

1. ACCESS TO POOL ONLY VIA HOUSE KEY (POOL AND TENNIS COURT) ONLY.
2. NO ENTRY TO THOSE REQUESTING ACCESS TO POOL, BUT WITHOUT A KEY
3. ACCESS GATE TO BE LOCKED AT ALL TIMES, (DO NOT PROP OPEN)
4. ENSURE GATE IS FIRMLY LOCKED BY LAST RESIDENT UPON LEAVING
5. ENTIRE POOL COMPOUND IS AN ALCHOHOL AND SMOKE FREE ZONE
6. NO GLASS WHATSOEVER TO BE TAKEN INTO THE POOL COMPOUND
7. PARENTS MUST ACCOMPANY CHILDREN AT ALL TIMES
8. RESIDENTS GUESTS MUST BE ACCOMPANIED BY THE RESIDENT AT ALL TIMES
9. NO BOMBING OR BELLY FLOPPING INTO POOL (WATER DISPLACEMENT PROBLEMS)
10. TOPPING UP OF WATER LEVEL ONLY BY THOSE SO AUTHORISED
11. PUMP CAGE AND ITS EQUIPMENT NOT TO BE ACCESSED BY RESIDENTS OTHER THAN BY THOSE SO AUTHORISED
12. POOL COVER TO BE RETURNED TO WATER SURFACE AFTER LAST RESIDENT VACATES THE POOL, REGARDLESS OF TIME OF DAY – EXCEPT SATURDAYS AND SUNDAYS
13. WHEN ROLLING UP POOL COVER ENSURE COVER IS ROLLED CREASE FREE ONTO ROLL DRUM , CAREFULLY OBSERVING THE COVER IS ROLLED UP OVER THE TOP OF AXEL.
14. ENSURE PROTECTIVE OVERCOAT IS ALWAYS IN PLACE (COVERING THE WHOLE DRUM) WHEN POOL COVER ROLLED UP TO PROTECT ROLL FROM SUN DAMAGE.
15. DO NOT STAND OR SIT OR KNEEL ON ROLL DRUM (EXTREMELY FRAGILE) THIS FACILITY IS FOR THE USE AND BENEFIT OF ALL RESIDENTS OF WILUNA, THEREFORE IT IS IN ALL OUR INTERESTS TO LOOK AFTER OUR ASSETS.

‘Wiluna’ Strata Meeting, 131 Britten-Jones Drive. HOLT ACT 2615

3 June 2025, Location Townhouse No. 15

Present: Karen Bower (No. 11), Bayden White (No.15), Colin Williams (No. 30), Judy Tokley (No.13).

Absent: Josh Taylor (No.18), Wanda Bridgeland (No.40).

Meeting Started: 1808

- 1. Trees:** Extracted from email from Gorgia: *Eco Trees has received approval for the works quoted under ‘Option 1’*. Option 1 is for the removal of the dead part of the tree and leave the remaining part, this will also include a general prune of additional trees in complex. The arborist will advise once the job is scheduled. There was additional discussion about other problems trees in or around the complex, in particular one that is on the golf course premises and is their responsibility. Detailed reports will be given to Whittles with options. EC agreed they would prefer to remove the tree completely
- 2. Pool Fence:** Gate has to be reversed and lock raised, general discussion about why the fence height has to be increased (from 3.1 to 3.6 metres). At meeting with Georgia it was mentioned that we do have a few years to rectify this. Who would we get to complete these requirements. It was discussed that it would be more important to get the gate done first. Discussion also around repainting the pool courtyard.
- 3. Tennis Court:** Estimated cost for removal of old surface and synthetic resurfacing is \$37500 approximately. Discussion around taking this to a proxy vote for the way forward. Also discussed about changing the court to two pickle ball courts. This could be added to the GM along with the NBN. Note for GM, the tennis court is an asset for the complex and leaving it in a state of disrepair could negatively impact property value, the EC could as for an updated quote to include pickleball markings in addition to the standard tennis court markings on the one court
- 4. Meeting with Burns Club (Update):** They are open to discussing potential solutions to avoid golf ball damage and acknowledge the associated safety risk. Some ideas that were tabled from most expensive to least, 1. Signage reminding golfers to take care, 2. Trees lining the complex, 3. Netting being installed. Grass – No issues here; they’ve confirmed they will follow it up with their grounds team.

- 5. Car Parking @ Unit. 31:** General discussion about the perpetual/constant usage of the cars at the corner of U-31 and the opposite their block which is not allowed. This is a safety issue for the complex, numerous residents are complaining about. A possible way forward would be to notify Dept. of Housing with photographs of the offending cars.

General Business.

NBN: Extracted from email from Georgia: *I haven't received a response to the queries yet. Once I do, I'll arrange a General Meeting to approve the expenditure.* A more detailed discussion of this will be conducted at the GM (to be advised).

Complaint on Plumbing Work: General discussion on residential complaint of the plumbing work that was sent to the EC, all in agreement that the resident should be responsible for the damage incurred to their property and is not the responsibility of the Strata.

Next meeting: 28 August, 6:00pm at No. 13

Next meeting will be at

Meeting Closed: 1923

Minutes of Meeting Wiluna Executive Committee.

15th January 2025

Attendance: Colin Williams, Judy Tokley, Karen Bower, Baden White, Josh Taylor, Christian Lawrence

Apologies: Wanda Bridgland

Inward Correspondence: Quote from Direct Pool Supplies for pool Chlorinator.

Outward Correspondence: Nil

The Wiluna Body Corporate has a tree pruner on long pole. To be kept at #37. If any residents need to borrow it they can contact one of the Committee Members.

The tree above units 31-38. Residents are concerned about tree dying and falling branches. Colin to contact Rebecca at Whittles to organise an arborist to come and inspect all the large trees in the complex.

The Pool Chlorinator. Needs replacing, it is old and as a vital part of keeping the pool in good order all agreed to have it replaced. Baden to organise with pool contractor to replace unit.

Upgrading of internet services. Josh is in contact with NBN and Strata Management and we will have an update on costs soon. We will then need to have an extra ordinary meeting to vote on yes or no to go ahead with the NBN installation.

It was thought the best way to let all residents know what is happening is to do a newsletter to all units re the meeting and discussions, so everyone is aware of what is happening. They can contact one of the members with any questions or concerns to be brought up at the meetings.

Body Corporate mailbox keys were given to Karen and Baden to keep a check on the mailbox and pass on any relevant mail.

Karen Bower has agreed to take the minutes of the meetings.

Other Business:

Fencing is the responsibility of the owner of the unit. If they need repair or replacing the owner is responsible for the payment. The fence must be the same green as the existing fence.

Lighting around the complex needs to be looked at. We need some additional lights in certain areas, Judy, to look at solar lighting and get back to us on the pricing.

The tennis court needs the back fence fixed and there is a hole in the corner of the court that needs to be looked at. It needs a general clean up, Baden to talk to Rebecca Schenk at Whittles about this for quotes.

The water tap in the pool needs a new washer and a new head with a lock on it. Judy to check with the plumber and organise to get this done.

It has been agreed that we should have a meeting every 2 months. The meetings to be held at different committee members units.

The next meeting to be held at Christian's #37 on the 13th March, 2025 at 6pm.

After that at Baden's #15 on the 14th May, 2025 at 6pm.

Meeting Closed: 7.30pm

Unit Titles (Management) Act 2011- Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners-Units Plan No 1869

A2 Annual General Meeting

Date (or dates) of general meeting

at which the reduced quorum

decision or decisions were made 10/07/2025

Tick applicable box, or both boxes if applicable:

☒ Regularly Convened ☐ Convened after

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

A3 Reduced quorum decisions

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

Date of Decision	Full text of reduced quorum decision
10/07/2025	See attached Minutes

A4 Owners corporation declaration

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



Date: 10/07/2025

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NOTICE OF REDUCED QUORUM DECISIONS

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- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions-adjournment following quorum trouble

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

B2 When does a reduced quorum decision take effect?

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

B3 How many reduced quorum decisions be disallowed?

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

The petition must-

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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

Minutes of the General Meeting

Owners Corporation for THE OWNERS UNIT PLAN NO 1869

Meeting Date	Wednesday, 09 July 2025		
Meeting Location	Whittles, Deakin Boardroom and via Microsoft Teams		
Time	05:00 PM	Opened: 05:00 PM	Closed: 05:30 PM
Lots Represented	00011	K Bower	Owner present
	00021	Alfredo Enterprises Pty Ltd	Owner present
	00032	B Rogers & P Seitz	Owner present
	00035	B McMillan & S Henry	Owner present
	00036	J Jones	Owner present
By Proxy	00001	M Bongi	Electronic vote
	00005	J Mitterfellner	Electronic vote
	00009	B Thornton	Electronic vote
	00012	C Phipps	Electronic vote
	00014	A Grafton	Electronic vote
	00015	B & L White	Electronic vote
	00018	J Taylor	Electronic vote
	00022	R & P Spence	Electronic vote
	00023	D Wishart	Electronic vote
	00025	J Coats	Electronic vote
	00026	B Allen	Electronic vote
	00028	DGillies	Paper vote
	00033	D Burling	Electronic vote
	00042	C & S Smith	Electronic vote
	00043	S Khan	Electronic vote
	00045	J Murray	Electronic vote
	00049	A Sewell	Electronic vote
Chairperson	K Bower		
Additional Attendees	Giorgia Fiorenza Julian representing Whittles Canberra Pty Ltd		
Apologies			

Motion 1				
Motion to approve NBN works	Special Resolution			
The owners corporation approve the NBN Fibre to the Premises quote of \$13,475.				
Motion CARRIED.				
VOTES	Yes : 19	No: 3	Abs: 0	Inv: 0

Motion 2				
Special Levy	Special Resolution			
That, in accordance with the Unit Titles (Management) Act 2011, the Owners Corporation approve the striking of a one-off special levy of \$14,000.00, to be contributed equally by all unit owners, for the purpose of funding internet infrastructure upgrades (NBN Fibre to the Premises).				
The levy is to be payable by 9 August 2025.				
Motion CARRIED.				
VOTES	Yes : 19	No: 3	Abs: 0	Inv: 0

Owners are able to access & update their personal details through the Whittles Owner Portal online.

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

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

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

LEVY RAISER

THE OWNERS UNIT PLAN NO 1869
131 BRITTEN-JONES DRIVE
HOLT ACT 2615

LEVY AWAITING APPROVAL

Printed: 10/07/2025

Equal Contribution

Number of Lots 49

Due date 09/08/25

☐

Print in-house

☐

Send accounts with next contribution, due 01/10/25

☐

Return to Manager

☐

Account to be sent with next month's contribution run

☐

Post

SPECIAL LEVY - A17500

NBN Upgrades

Lot Number	UEV	Contribution (EQUAL)
7, 10	183	\$286
3, 35, 36, 37, 38	187	\$286
1, 39	188	\$286
25, 45	190	\$286
2, 4, 5, 22	192	\$286
41	194	\$286
24, 27	195	\$286
11	196	\$286
6, 40, 42, 47	199	\$286
26, 31, 32, 43, 48, 49	202	\$286
30, 34	203	\$286
8, 14	204	\$286
12	206	\$286
28, 33, 44, 46	207	\$286
29	209	\$286
16, 17	215	\$286
18, 23	234	\$286

19, 21	236	\$286
13	238	\$286
9	240	\$286
15, 20	241	\$286
ONCE-OFF		<i>\$14,014.00</i>

Contributions are \$285.71 per Lot subject to unanimous resolution.

Giorgia Fiorenza Julian

EC Meeting 18 April 2024

1. Concerns re #31. Information to be collated and sent to Strata Management company to forward to Dept Social Services/Housing
2. Concerns raised re lighting from AGM - Fixed lights have had bulbs/fuses replaced.
3. Concern re visitor parking marking from AGM - Baden to have a look and see what needs to be done. Mark has paint and templates. If they are not able to do it, an external contractor to be sought.
4. Gardener review - Strata Management company to be asked to forward letter to contract gardeners to clean garbage hoppers - sweep, remove cobwebs
5. Agreement to reimburse Baden for tip fees to remove rubbish left in garbage hoppers.
6. Concerns raised re vehicle parked permanently on common land beside #35 Strata Management to be asked to forward a letter to owner advising that cars are not to be parked on common property.
7. Smoke detectors - residents are asked to check use-by dates as many were installed when the complex was built.
8. Discussion about how complex owners can be canvassed for whole-complex issues eg installation of NBN. Strata Company to be asked to send out information to canvas whole complex as required.

Meeting concluded 6:15pm.



Certificate of Insurance

ABN 29 008 096 277

Units Plan 1869
C/ - Whittles Canberra
PO Box 3208
WESTON ACT 2611

Date: 08.07.2025
Invoice No: I4815987

This document certifies that the policy referred to below is currently intended to remain in force until 4:00pm on the expiry date shown and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions.

Class Residential Strata/Community Corporation

Insurer CHU Underwriting Agencies Pty Ltd
PO Box 507
MILSONS POINT NSW 1565

Period 15.07.2025 to 15.07.2026

Policy No. 45194

Important Notice

This certificate does not reflect in detail the policy terms and conditions and merely provides a brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate. If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

Disclaimer

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

MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277
Unit 43, 2 King Street
DEAKIN
ACT 2600

Phone: 02 6132 4400
PO Box 9160
DEAKIN ACT 2600

COVERAGE SUMMARY

Units Plan 1869
Residential Strata/Community Corporation

RESIDENTIAL STRATA/COMMUNITY CORPORATION

INSURED:

Units Plan 1869

SITUATION:

131 Britten-Jones Drive, Holt ACT 2615

INTEREST INSURED:

Building Sum Insured	\$	36,371,475
Common Contents Sum Insured	\$	0
Loss of Rent/Temporary Accommodation	\$	5,455,721
Catastrophe/Emergency Cover		Not Insured
Flood		Insured
Storm Surge		Not Insured
Glass		Insured
Theft		Insured
Public Liability	\$	30,000,000
Voluntary Workers		Insured
Weekly Benefit	\$	2,000
Capital Benefit	\$	200,000
Fidelity	\$	250,000
Office Bearers Liability	\$	5,000,000
Machinery Breakdown		Not Insured
Government Audit Costs	\$	25,000
Appeal expenses - common property health and safety breaches	\$	100,000
Legal Defence Expenses	\$	50,000
Lot owners fixtures and fixings	\$	250,000
Floating floors		Not Insured
Loss of Market Value		Not Insured
Workers Compensation (ACT, WA & TAS ONLY)		Not Insured

EXCESS:

Standard Excess \$2,000

MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277
Unit 43, 2 King Street
DEAKIN
ACT 2600

Phone: 02 6132 4400
PO Box 9160
DEAKIN ACT 2600

COVERAGE SUMMARY

Units Plan 1869
Residential Strata/Community Corporation

Water Damage	\$5,000
Exploratory Costs - Burst Pipes	\$5,000
Flood	\$10,000
Storm	\$10,000
Flood Excess	\$10,000
Storm Surge Excess	Not Applicable
Public Liability Excess	Nil
Voluntary Workers Excess	Nil
Fidelity Excess	Nil
Office Bearers Liability Excess	Nil
Machinery Breakdown Excess	Not Applicable
Government Audit Excess	\$1,000
Appeal Expenses Excess	\$1,000
Legal Defence Expenses Excess	\$1,000
Other excesses payable are shown in the Policy Wording	

ADDITIONAL POLICY BENEFITS AND CONDITIONS:

Not Applicable

MAJOR EXCLUSIONS :Terrorism
Others As Per Policy

This Document is a Summary of Cover Only. Please refer to the Product Disclosure Statement for Full Policy Limitations and Additional Excesses

UNDERWRITING INFORMATION:

Year Built	2000
Primary Wall Construction	Brick veneer
Secondary Wall Construction	Weatherboard
Roof Construction	Tile
Floor Construction	Concrete

Aluminium Composite Panels	No
Primary External Cladding:	
Fibre Cement Other	
Secondary External Cladding:	
N/A	

Heritage Listed	No
-----------------	----

Fire Protection	
Sprinkler systems in the complex basement/carpark?	No
Sprinkler systems in the complex units?	No
Fire hose reels located throughout the complex?	No

Number of Units	49
Number of Levels	2
Number of Basements	0
Number of Lifts	0
Number of Pools/Spas	1
Number of Gyms	0

MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277
Unit 43, 2 King Street
DEAKIN
ACT 2600

Phone: 02 6132 4400
PO Box 9160
DEAKIN ACT 2600

COVERAGE SUMMARY

Units Plan 1869
Residential Strata/Community Corporation

Number of Playgrounds	0
Number of Water Features	0
Number of Jetties/Wharfs	0
Number of Separate Buildings	49
% of EPS	0 %
% Commercial Tenants	No %
Additional Construction Comments:	
1 X Tennis Court	



Certificate of Insurance

ABN 29 008 096 277

Units Plan 1869
C/ - Whittles Canberra
PO Box 3208
WESTON ACT 2611

Date: 01.07.2025
Invoice No: I4811564

This document certifies that the policy referred to below is currently intended to remain in force until 4:00pm on the expiry date shown and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions.

Class Workers Compensation - EDI

Insurer Insurance Aust Limited (t/as CGU)
GPO Box 1574
CANBERRA CITY ACT 2601

Period 15.07.2025 to 15.07.2026

Policy No. O/25-373

Important Notice

This certificate does not reflect in detail the policy terms and conditions and merely provides a brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate. If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

Disclaimer

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

MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277
Unit 43, 2 King Street
DEAKIN
ACT 2600

Phone: 02 6132 4400
PO Box 9160
DEAKIN ACT 2600

COVERAGE SUMMARY

Units Plan 1869
Workers Compensation - EDI

EMPLOYERS' INDEMNITY INSURANCE

INSURED: Units Plan 1869
TRADING AS: Units Plan 1869
LOCATION: "Wiluna" 131 Britten Jones Drive HOLT ACT 2615
REGISTERED FOR GST: NO

DETAILS FOR: Units Plan 1869
RATE: 1.02

ANZSIC BUSINESS ITEM	DESCRIPTION	CATEGORY OF WORKERS	EST WAGES
67110	Residential Property	G/Employees	1
			=====
TOTAL			1
			=====

Please check your Policy document for full details of the cover provided and the payment schedule.

NB: Premium includes any applicable levies.

Insurance Valuation Report

For

Wiluna

131 Britten-Jones Drive, Holt ACT 2615

Scheme Number: 1869



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 185800

19 January 2023

PO Box 1280,
Beenleigh QLD 4207

Professional Indemnity Insurance Policy Number 1411189338PLP

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...

Queensland • New South Wales • Victoria • South Australia • Western Australia • Northern Territory • ACT • Tasmania

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 **131 Britten-Jones Drive, Holt ACT 2615**.

1.2 Property Address

The property is situated at **131 Britten-Jones Drive, Holt ACT 2615**.

1.3 Description of Building

The property comprises total forty-nine residential dwellings including eleven lots of double storey townhouses and thirty-eight lots of single storey detached houses, each lot with an integral double lockup garage at ground level. Common property includes tennis court, swimming pool, bin enclosure, driveways, boundary walls & fences and site landscaping. In accordance with the plans provided the date of registration is June 2000.

1.4 Client

The Proprietors Wiluna.

1.5 Replacement Value

Recommended Insured Value: \$32,990,000 (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: \$24,760,000

Allowance for Cost Escalation:

Design and Documentation:	9 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	24 Months

Calculated at 6% over the period \$2,970,000

Progressive Subtotal: \$27,730,000

Professional Fees: \$2,220,000

Progressive Subtotal: \$29,950,000

Removal of Debris: \$1,240,000

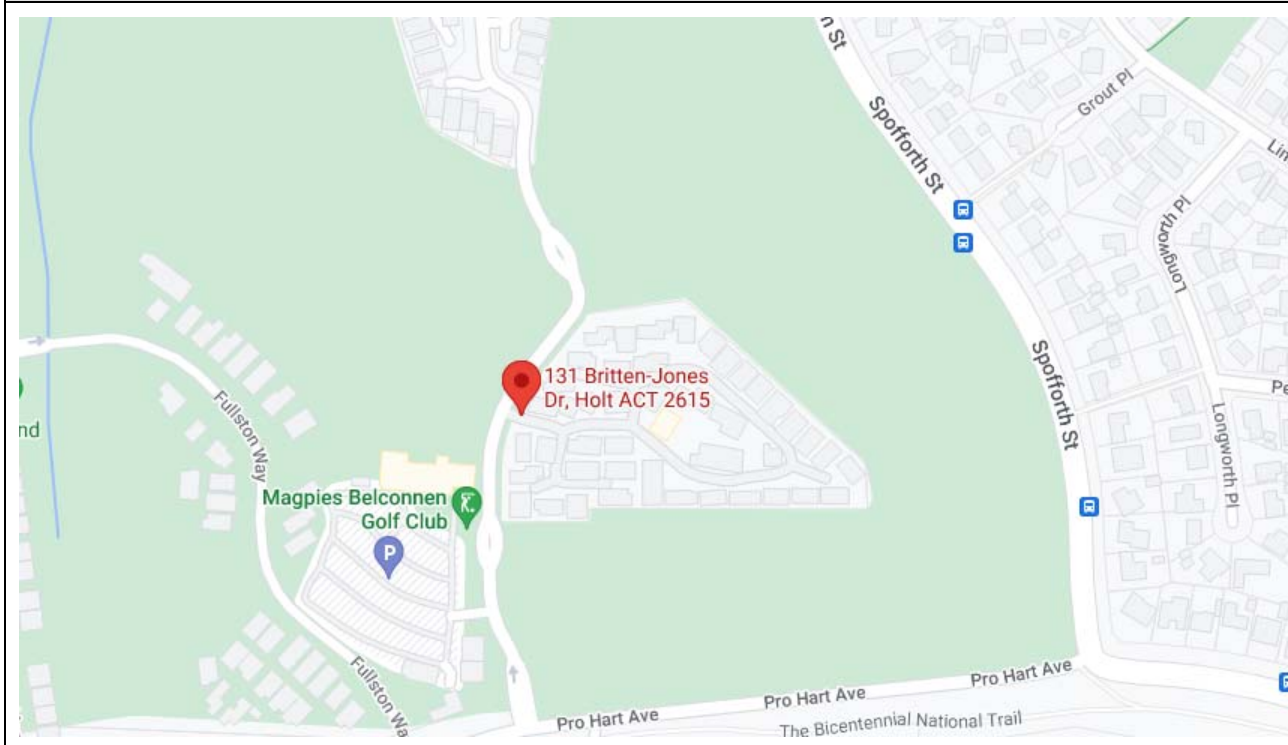
Progressive Subtotal: \$31,190,000

Cost Escalation for Insurance Policy Lapse Period: \$1,800,000

Progressive Subtotal: \$32,990,000

Recommended Insured Value: \$32,990,000 (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: Steel/Timber framed brickwork.

EXTERNAL WALL FINISHES: Painted brick and villa board.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Steel/Timber framed gable and hip roof.

ROOFING: Concrete tile.

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



ACT Maintenance Plan

Wiluna

131 Britten-Jones Drive, Holt, ACT 2615

Scheme Number: 1869



COMPILED BY VON HARAMINA

**On 10 May 2022 for the
Period Commencing 1 January 2022
QIA Job Reference Number: 172412**

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

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QIA Group Pty Ltd

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INTRODUCTION

This Maintenance Plan has been compiled to assist the Property to meet their obligations with respect to the:

- Unit Titles (Management) Act 2011 (s24);
- Unit Titles (Management) Regulation 2011 (s4A)
both as amended 1 November 2020.

PROPERTY LOCATION

131 Britten-Jones Drive, Holt, ACT 2615

INSPECTION & DOCUMENTATION SUMMARY

The property was inspected on May 2022

The following items were supplied as part of the Developer's Maintenance Schedule:

- Not applicable

The following manuals, warranties, or other maintenance statements were supplied at the time of inspection or with the report request:

- Not applicable

BACKGROUND

The Unit Titles (Management) Act 2011 and associated regulations require the management of multi-unit residential properties. The unit title system provides the framework for the separate ownership and collective management of a building.

The common property of a Units Plan are the areas that exist outside of a lot and are used by, and belong jointly to, all the owners of the units within the Units Plan. The registered Units Plan documents will indicate what areas of the Units Plan are deemed common property. Each subdivision involves a number of individual property owners sharing in the decision making about management, maintenance and operation of common property and shared services. Units are generally broken into two categories of plans – Class A and Class B. Depending on which subdivision (A or B) your property belongs to may mean different responsibilities.

In a typical Class A Units Plans, the unit owner owns the inside of the unit but not the main structure of the building. Usually, the individual owner owns from the inside of their lot to halfway out through the boundary walls, ceiling, and the floor. In general, the owners corporation owns the walls, ceiling and floor from outside of the lot to halfway in. The internal walls within the unit (e.g. the wall between the kitchen and lounge room), floor coverings, light fittings and curtains are all the property of the unit owner.

In a typical Class B Units Plan the individual owner owns the main structure of their building - inside and out - and often owns land inside their front and backyard.

The owners corporation manages the common property on behalf of all unit owners and is responsible for the control, maintenance, management, and administration of the common property. Within multi-unit residential buildings, major assets components can vary widely and can include the building superstructure and its facade, hallway and shared spaces, lighting, pools/spas, gyms, gardens, shared water heating and car parking areas.

Ongoing building maintenance is the most cost-effective way to maintain the value of an asset and ensure the health and safety of the building's occupants. Neglecting building maintenance may result in extensive and avoidable damage. Neglect can also increase fire and safety hazards that could result in property owners being found legally liable for any injuries. A risk management strategy is a fundamental part of any maintenance program and it is a major determining factor in deciding whether preventative, scheduled or reactive maintenance programs are required to properly maintain common property facilities.

REPORT INFORMATION

This Maintenance Plan provides a schedule for the maintenance and inspection of plant, equipment and other capital items on the common property where the maintenance and inspection is reasonably required to avoid future damage to, or failure of, those items. It is predominantly designed to:

- Identify the items of plant & equipment, facilities and structures that require ongoing maintenance.
- Prioritise required maintenance and ensure, where applicable, that maintenance is carried out as required by any regulation, standard or warranty in the required timeframe
- Assist with the scheduling of General, Special and Sinking Fund Budget Items.

An on-site visual inspection by a suitably qualified professional was carried out and any maintenance schedules, warranties, manufacturer's recommendations, and specific product information that was provided to us has been referenced in our findings. Where further detailed information was not available or made available to us, the Spreadsheet that forms part of the report can be updated by Owners or Managers as this information becomes available or is produced over time. It is in fact an important component of the Maintenance Plan that the plan is updated on an ongoing basis in order to provide a current status of maintenance of the property at all times.

This Maintenance 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 was available 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, identify the plant and equipment in the common areas of the building and make a recommendation as to the timing of inspections and the repairs and replacements identified for restorative purposes only.

The report does not and cannot make comment upon 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.

Items that have a long lifespan will require ongoing and regular inspections to ensure there is no evident deterioration and damage and may require intermittent repair, replacement to achieve their full life expectancy

AREAS NOT INSPECTED (Typical)

- 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.



ACT MAINTENANCE PLAN

Wiluna - Plan No 1869 (Class B)

131 Britten-Jones Drive, Holt, ACT 2615

Date of preparation of Initial Maintenance Plan - 10 May 2022

[illegible]

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[illegible]

Multi-unit residential Building maintenance guide

September 2018



This document has been developed in collaboration between Access Canberra, the Owners Corporation Network of the ACT (OCN), Housing Industry Association and Master Builders ACT.

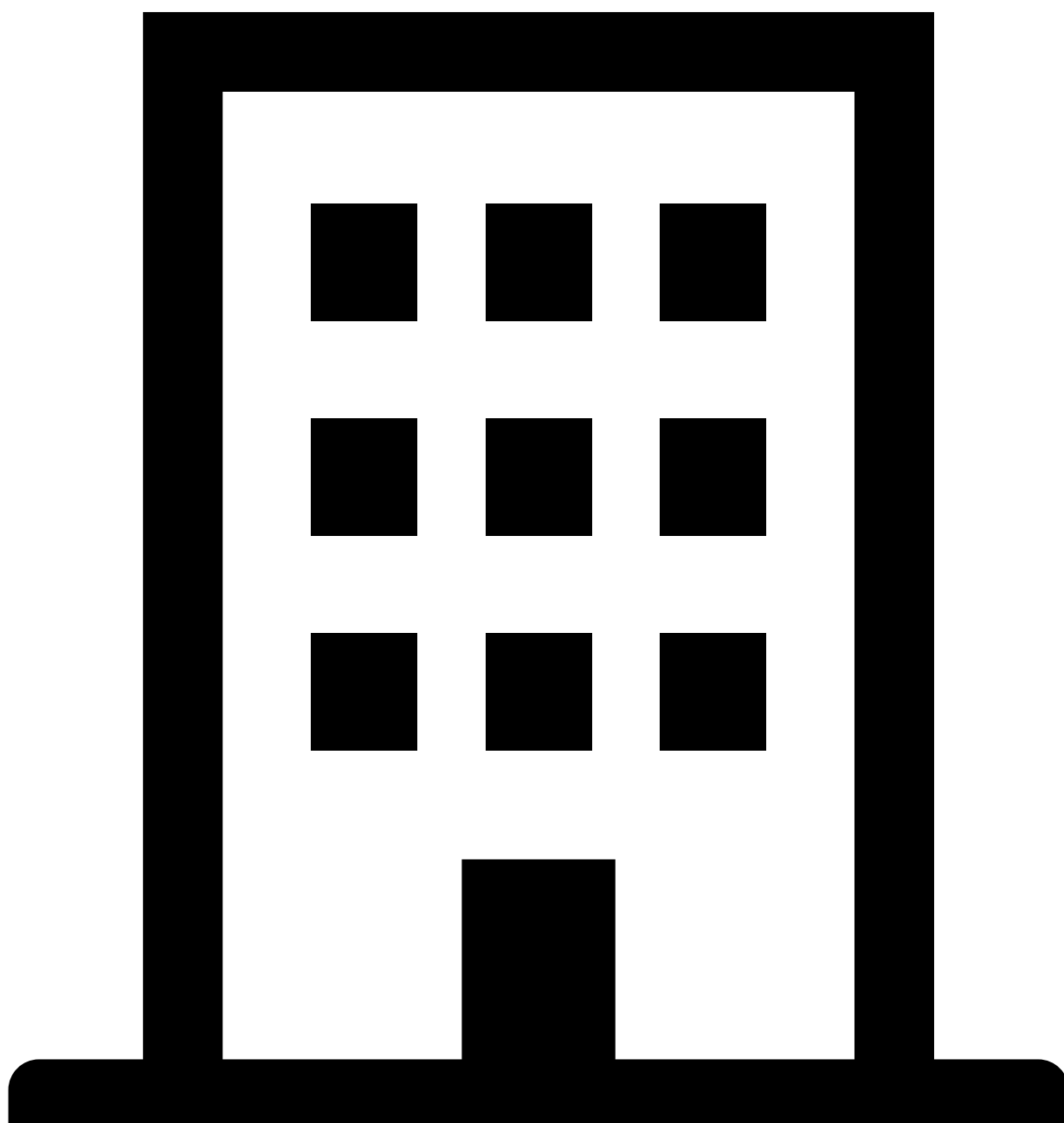
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Introduction

Why Read this Guide?

Unit living is a great way to be close to city centres and suits a wide range of buyers – from those looking to break into the market, to upsize (or downsize), and those seeking to enjoy the benefits of common facilities.

Buying or living in a Units Plan can, however, be very different to that of a stand-alone property and often there is confusion if something breaks, degrades or is found faulty. It is important to be aware of who is responsible for unit repairs or other maintenance so disputes can be avoided.

Simple and timely maintenance can prevent longer term issues. This guide will assist in furthering understanding on where responsibility for maintenance sits as well as where to get further advice or assistance.

Who should read this guide?

The Building Maintenance Guide is a useful resource for unit owners, owners corporations and unit managers to understand their maintenance obligations. It does not replace independent legal advice and should be used as a guide only.

It is also a useful resource for architects, designers and builders to use when completing design and construction projects in unit plans.

For unit owners and owners corporations, the guide should be read in conjunction with the *Unit Titles Management in the ACT* guide which provides additional information on unit living.

How to use this guide – which section covers what?

Section 1 outlines maintenance responsibilities of unit owners, owners corporations and builders, including Access Canberra's role in investigating complaints and enforcing compliance.

Section 2 explains financial management, particularly the general fund (sometimes known as the administrative fund) and sinking fund.

Section 3 explains how to plan your maintenance program.

Section 4 provides maintenance requirements. It is intended that architects and designers will fill out this section at the design phase incorporating building specifications, and that builders will update and complete during construction.

Section 5 provides useful information to assist unit owners and owners corporations.

Building Types – knowing your A's from your B's

The *Unit Titles (Management) Act 2011* and associated regulations require the management of multi-unit residential properties. The unit title system provides the framework for the separate ownership and collective management of a building.



Did you know?

In other states 'unit title' may be known as 'strata title'. Unit title will be used in this guide.

When a parcel of land is subdivided, it is divided into lots and common property. The common property of a Units Plan are the areas that exist outside of a lot and are used by, and belong jointly to, all of the owners of the units within the Units Plan.

The registered Units Plan documents will indicate what areas of the Units Plan are deemed common property. Each subdivision involves a number of individual property owners sharing in the decision making about management, maintenance and operation of common property and shared services.

Units are generally broken into two categories of plans – Class A and Class B. Depending on which subdivision (A or B) your property belongs to may mean different responsibilities.

Below is an indicative snapshot of which types of properties fall into which category. However, you can double check which class yours is by checking the title of the unit on the ‘Certificate of Title’, or by asking your agent or conveyance solicitor, or for those already purchased, your Contract for Sale.

Type	Style	Typical subdivision	General responsibilities
Villa, Townhouses, Semi Detached and Detached Houses	One to two storeys with multiple dwellings on the same parcel of land or around central amenities such as pools or courtyards.	Usually part of a plan of subdivision called “Class B”, in which the individual owner owns the entire dwelling inside and out.	The individual owner in a Class B will be responsible for the maintenance of their lot and the buildings upon it.
Low rise	Two to three storey ‘walk ups’ comprising of small blocks of units.	Usually form part of a plan of subdivision called “Class A”.	Items that are the sole use/benefit of one owner (this includes own water and sewerage pipes) is the responsibility of individual owners not OC.
Medium rise	Four to eight storey developments, often comprising a mix of dwelling sizes. Can be ‘walk up’ or vertically integrated with lift access.		
High rise	Nine or more storeys of vertically integrated accommodation, with lift access.		



TOP TIPS

Still unsure if your Unit Plan is an A or B? You can do a title search through Access Canberra for a small fee. More information is available at <https://actlis.act.gov.au>

1. Who is Responsible for Repairs and Maintenance?

Unit Owners

In Class A Units Plans, the unit owner owns the inside of the unit but not the main structure of the building. Usually the individual owner owns from the inside of their lot to halfway out through the boundary walls, ceiling, and the floor.

In general, the owners corporation owns the walls, ceiling and floor from outside of the lot to halfway in. The internal walls within the unit (e.g. the wall between the kitchen and lounge room), floor coverings, light fittings and curtains are all the property of the unit owner.

Owners in a Class A plan can elect to have either the owners corporation or the owner maintain certain parts of the complex by agreement at a general meeting of owners. In doing so, the sinking fund can be impacted.

An example of key items may look like:

Class A Maintenance Responsibility*			
Building element	Unit owner	Owners Corporation (OC)	Other (ie. any caveats)
<i>Inside unit:</i>			
Flooring	X		
Windows and fly screens	X		Can be a shared responsibility with OC, usually 50/50 split depending on maintenance required e.g. locks are often responsibility of owners, but flyscreens OC. Some OCs will split maintenance with owners if window replacement is required.
Ceiling lining and cornices	X		
Walls lining/painting	X		
Doors	X		
Heating and cooling	X		Individual heating cooling units are the responsibility of owners, unless it is a shared system in which in would be OC or a 50/50 split.
Balconies	X	X	Unit owner's responsibility is to ensure it's kept clean. The OC may only have responsibility for repairs and structural maintenance.
Appliances and fittings	X		
Benches, cabinets and joinery	X		
Shower screens	X		
Toilet and shower	X		
Lighting	X		
<i>Common property:</i>			
Pool/gym/sauna		X	
Gardens, landscaping		X	
Paths and driveways		X	

Class A Maintenance Responsibility*

Building element	Unit owner	Owners Corporation (OC)	Other (ie. any caveats)
Doors/windows outside unit		X	
Intercoms/ security systems		X	
Parking/garage areas		X	
Roof		X	
Other:			
Pest control of complex		X	
Lifts/stairwells/corridors		X	
Fire control and safety of common areas		X	

*Indicative only

Insurance matters can be complicated depending on the complex. It's best to check with the broker, insurance or strata manager before making arrangements.

In a Class B the individual owner owns the main structure of their building - inside and out - and often owns land inside their front and backyard.

Owners in a Class B complex can also elect to have the owners corporation maintain certain parts of their lot, such as the roof or painted surfaces, via a General Meeting of Owners.

Class B Maintenance Responsibility*

Building element	Unit owner	Owners Corporation	Other
Inside unit:			
Flooring	X		
Windows and fly screens	X		
Ceiling lining and cornices	X		
Walls lining	X		
Doors	X		
Heating and cooling	X		
Balconies	X		
Appliances and fittings	X		
Benches, cabinets and joinery	X		
Shower screens	X		
Toilet and shower	X		
Lighting	X		
Common property:			
Pool/gym/sauna		X	
Gardens, landscaping		X	Common property gardening and landscaping is responsibility of OC. Owners are responsible only for that within their own property.

Class B Maintenance Responsibility*			
Building element	Unit owner	Owners Corporation	Other
Paths and driveways		X	If they are on common property. Note some driveways or paths may be a part of a unit in which the owner would be responsible.
Doors/windows outside unit		X	If in common areas
Intercoms/ security systems	X		Generally, intercoms/security systems are the unit owners responsibility but there are secure complexes where OC may have responsibility to maintain parts of the security system.
Parking areas		X	OC has responsibility for common parking areas (eg visitor) but not personal garages.
Roof	X		
Other:			
Pest control of common areas of complex	X	X	OC responsible for pest control in common areas and unit owners responsible for pest control in their unit. Stairwells within units and fire alarms within units are the unit owners responsibility. External stairwells are OC responsibility. Note: Some Class Bs may have pest control undertaken collectively by the OC for everyone's benefit.
Lifts/stairwells		X	
Fire control and safety of common areas		X	

Owners Corporations

The owners corporation manages the common property on behalf of all unit owners and is responsible for the control, maintenance, management and administration of the common property.

Within multi-unit residential buildings, major assets components can vary widely and can include the building superstructure and its facade, hallway and shared spaces, lighting, pools/spas, gyms, gardens, shared water heating and car parking areas.

For mixed use strata complexes (residential and commercial) the owners corporation should consider many additional issues such as responsibility for facilities such as public toilets, waste removal and areas used, ventilation for restaurants, parking and freezer room locations.

Owners corporations are established to manage and maintain the common or shared property created when properties are unit-titled or subdivided.

All unit owners automatically become a member of the owners corporation. An Executive Committee is also established when the owners corporation is established. Until the first annual general meeting of the owners corporation, the Executive Committee comprises all the members of the owners corporation, that is, each unit owner.

The owners corporation manages the common property on behalf of all the unit owners and is responsible for the control, maintenance, management and administration of the common property.

Key obligations of an owners corporation are:

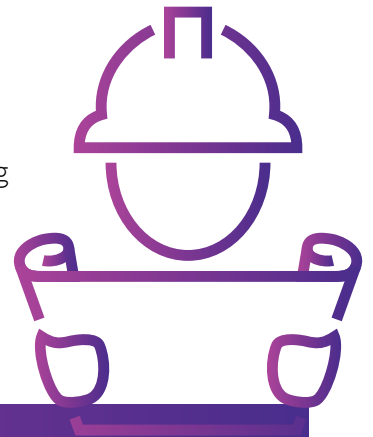
- establishing funds for property management and maintenance, including a rolling 10 year sinking fund plan for future repairs and replacements
- setting owners corporation levies each year
- engaging qualified, licensed and insured service contractors to carry out work, maintenance or repairs on the building(s) and common property

- adding to, amending and enforcing the articles or rules of the owners corporation
- taking out building insurance against defined events (such as storms and fire) and taking out other insurances required by law, for instance public liability insurance for the common property
- maintaining the common property in Class A complexes
- holding annual general or special meetings of owners
- keeping minutes of meetings
- paying bills and reconciling owners corporation expenditure and income
- preparing financial statements of accounts
- recording details of the ownership and occupancy of units in a corporate register
- keeping records of maintenance for essential items of plant and equipment – such as firefighting appliances and lifts
- providing information to owners and mortgagees about the unit scheme, including issuing a unit title certificate (also referred to as Section 119 Certificate) to unit owners who wish to sell their property
- the engagement of a units manager (if agreed)
- if necessary, commencing legal proceedings to recover damages for any harm caused to the building(s) or common property.

Builders

In the ACT, the first three months after completion of a property is generally regarded as the ‘minor defects liability period’ or ‘maintenance period’. During this time the builder should remedy and/or reinstate any items that become defective due to building movement or settling in, taking into account any warranties by manufacturers.

Important: builders are not required to rectify damage caused by the owner’s actions or those of other people engaged by the owner.



TOP TIPS

Details of defect liability periods are contained in individual building contracts – ensure you read these carefully, seek independent legal advice and ask questions to ensure you understand.

A good idea is to mark the liability period for your unit on your calendar and thoroughly check your property for any defects in this period.

If you identify an issue with the work of the builder, seek to resolve the issues directly with your builder in the first instance. Defects typically can relate to incomplete work, faulty fixtures or appliances, or issues of general workmanship. When considering workmanship, it is important that any issues are viewed in conjunction with one of the range of guides to standards and workmanship, which are produced by both industry and governments. These provide limits as to what is a defect and what is otherwise acceptable.

If you have a written contract with the developer, you should be aware of your contractual rights.

There are also limited timeframes associated with responsibility. The *Building Act 2004* provides a statutory warranty period of six years for structural elements of a building and two years for non-structural elements for all residential buildings. All buildings (including those greater than three storeys) are also covered by insurance for this purpose.

Important: for the purpose of statutory warranty a building does not generally include paving or a structure that is a fence, retaining wall, outdoor swimming pool, outdoor ornamental pond, mast, antenna, aerial, advertising device, notice or sign.

Construction Complaints

Sometimes things go wrong and cannot be resolved between the parties.

Access Canberra is responsible for investigating complaints about breaches of the *Construction Occupations (Licensing) Act 2004* (COLA) and associated operational acts including the *Building Act 2004*. Access Canberra's power to take action in relation to building disputes or complaints are generally limited to these acts.

The *Building Act 2004* and the *Building Regulation 2008* define and govern the performance of building work in the ACT.

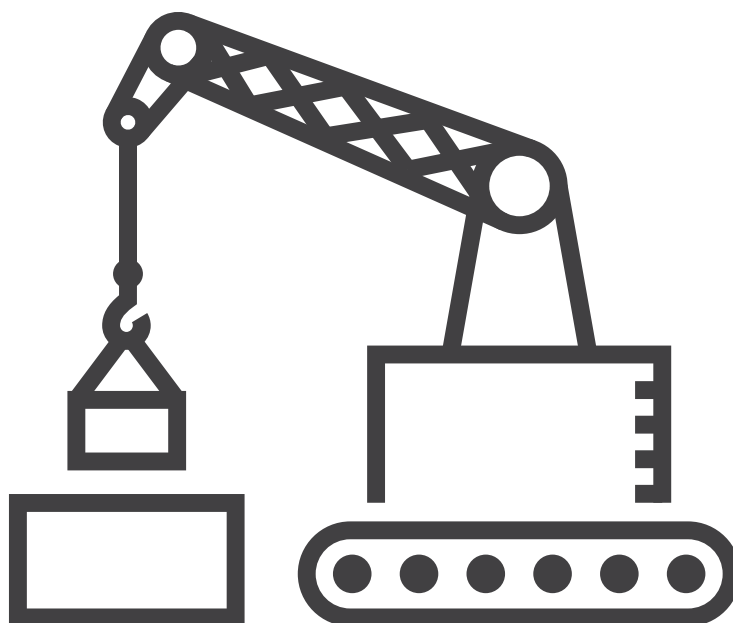
Complaints can be made to Access Canberra. You should provide any information that is relevant to the alleged breach.

Examples of Complaints

Examples of complaints that can be investigated by the Registrar include:

Did you know?

COLA is the principal legislation that governs the responsibilities of construction occupations licences including builders, plumbers, electricians and building certifiers.



- failing to comply with the Building Code of Australia
- whether building work has been carried out using appropriate materials and in a proper and skilful manner
- unacceptable standards of building work (refer to the Victorian Building Commission's Guide to Standards & Tolerances 2007) http://www.vba.vic.gov.au/_data/assets/pdf_file/0019/18127/Guide-to-Standards-and-Tolerances-2007.pdf

Some examples of issues the Registrar will not be able to investigate:

- contractual disputes – as this is a legal matter
- fit and finish issues – unless they are required for building code compliance.



TOP TIPS

Always seek to resolve issues firstly with the builder and seek independent legal advice if you have questions, concerns or issues.

2. Show Me the Money – Financial Management

Differences in Class A and B Subdivision Expenses

Generally, an owners corporation will organise a far greater range of maintenance activities in Class A plan of subdivision than in Class B. This is because in a Class A complex, the owners corporation will need to do such things as repaint the buildings, maintain the roof, gutters, downpipes, clean the stairwells, replace fences and maintain the common areas and facilities.

In a Class B complex, owners generally need to maintain a limited number of common facilities, which often consist only of driveways, letterboxes and common area lighting. Therefore the level of expenditure individual owners will be required to budget for will be generally higher in a Class A as opposed to a Class B.

General Fund (sometimes known as the Administrative Fund)

The owners corporation must establish an administrative fund for general administration purposes, and may also establish funds for special purposes by special resolution at a general meeting. At each annual general meeting the owners corporation must approve a general fund budget by ordinary resolution for the administrative fund and any special purpose funds. For the financial year the annual general meeting is being held, the general fund budget must detail:

- an estimate of the total contributions (sometimes referred to as body corporate fees or levies) to be paid into the general fund by the owners corporation members
- any estimate of any other amounts to be paid into the general fund such as proceeds of the sale of owners corporation property or 'fees to inspect' records
- an estimate of payments to be made out of the general fund such as insurance premiums, any recurrent expenses, utility costs for common property water, electricity and gas or day to day maintenance of the common property (for example, common area cleaning, lawn mowing and minor common property repairs or maintenance)
- fees for the Strata Manager (if engaged).



Did you know?

Examples of day to day maintenance expenses for the common property: common area cleaning, lawn mowing and minor common property repairs or maintenance.

Sinking Fund

If there are four or more units in a Units Plan, the owners corporation must establish and maintain an adequately funded sinking fund to provide for the future maintenance and upkeep of the common property and any other property the owners corporation holds. Unit Plans with less than four units may opt not to have a sinking fund but must still maintain the common property.

The sinking fund must be separate and distinguishable from all other money and funds of the owners corporation.

An inadequate sinking fund may lead to maintenance not being carried out which, in turn, can lead to problems with the amenity of the property and potentially more serious issues, such as those that might impact on the structural integrity of the building.

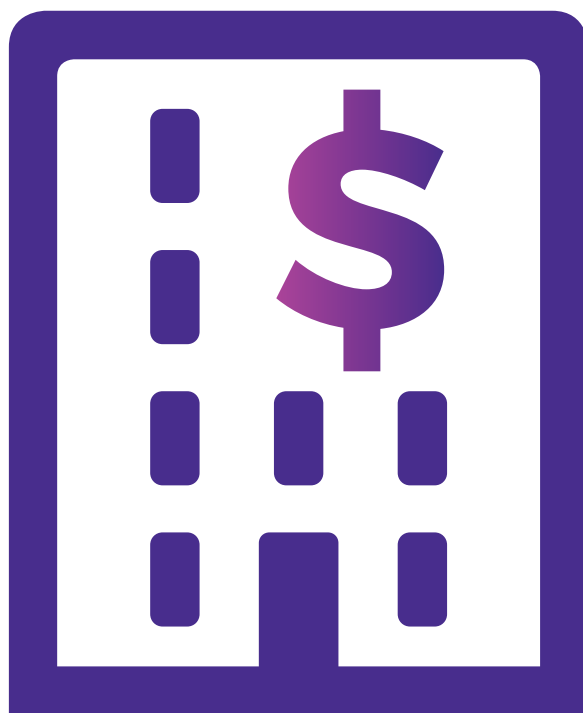
The owners corporation must approve a sinking fund plan by ordinary resolution within 12 months of the first annual general meeting for a ten year period beginning on the first day of the financial year following approval.

The plan must include:

- the expected sinking fund expenditure for at least the ten year period of the plan
- each financial year's total contributions required from members to meet the expected sinking fund expenditure for the financial year
- reserve an amount necessary to be accumulated to meet the expected expenditure over at least the remaining years of the plan.

Major expenditure to manage maintenance risks needs to be included in the plan. Major expenditure is generally on major assets which can include the building superstructure and its facade, hallway and shared spaces, lighting, pools/spas, gyms, gardens, shared water heating, and car parking areas. The adoption of the correct maintenance regime will ensure that financial expenditure is planned for within the sinking fund budget.

A sinking fund plan should also take into consideration eventual replacement of items beyond the ten year timeframe to ensure all costs are equitably distributed. An owners corporation may require the assistance of a professional to help create a comprehensive sinking fund plan. This advice may include the expected life of each of the components of the common property including components to provide water, sewerage and electricity and the potential refurbishment and replacement costs for each component. It may also include advice as to whether items of plant and equipment should be replaced or overhauled.



Did you know?

The sinking fund plan must be reviewed within four years of the plan being initially approved and then no later than every five years after each review. The owners corporation must approve, by ordinary resolution, a plan for the sinking fund (a sinking fund plan) for the 10 year period beginning on the first day of the financial year following the approval.

3. Maintenance Program

Ongoing building maintenance is the most cost-effective way to maintain the value of an asset and ensure the health and safety of the building's occupants. This means:

- the property is managed systematically
- building services can be monitored to assist their efficient use and reduce costs
- the standard and presentation of the property can be maintained.

Neglecting building maintenance may result in extensive and avoidable damage. Neglect can also increase fire and safety hazards that could result in property owners being found legally liable for any injuries.

A risk management strategy is a fundamental part of any maintenance program and it is a major determining factor in deciding whether preventative, scheduled or reactive maintenance programs are required to properly maintain common property facilities.

The following categories of maintenance will assist owners in planning and undertaking maintenance programs.

Cleaning

Cleaning is the simplest and often cheapest form of maintenance. Besides giving a bright appearance, cleaning can prevent build-up of moulds, overgrown plants or weeds and can prevent the build up of moisture becoming trapped, which can cause rust or rot.

Preventative Maintenance

Regular maintenance activities - such as repainting timber, sealing joints and keeping vents and pipes clear - can prevent damage occurring and often extends the life of the items.



TOP TIPS

An often neglected routine preventative maintenance is the cleaning of gutters which will help prevent blockages and internal water damage to dwellings and help prevent damage to gutters and downpipes.

Fire Safety Measures

Fire safety measures such as fire extinguishers and fire rated apartment or unit doors should, with some required by law, undergo routine maintenance to ensure that they operate correctly in the event of an emergency.

Corrective Maintenance

Repairing any faulty items can prevent more serious damage. For example, a noisy fan or basement garage door may be an indicator that a minor part needs to be replaced – if this is not done the fan or garage door motor may quickly fail and need to be replaced at far greater expense. Lifts are commonly maintained under a comprehensive lift maintenance agreement which limits the costs of lift related maintenance expenditure to a fixed price per annum and ensures prompt and efficient service in the event of a breakdown. Some unit titled complexes are locked into maintenance agreements by the developer. Unit purchasers need to check what agreements and contracts are in place for their building.

Emergency Corrective Maintenance

In some instances, unscheduled repairs will be required immediately for health, safety, security reasons. For example, roof repairs after storm damage, graffiti removal or replacing broken glass.

Rehabilitation or Replacement

When an item has reached the end of its useable or economic lifespan, it must be replaced. This covers items such as light bulbs, filters, pumps, door closers and termite protection. Within multi-unit properties there are critical building elements that require scheduled maintenance to ensure the safety, comfort and continued smooth operation of facilities for residents. Identifying the key common property assets, plant, equipment and facilities will allow for the owners to understand what needs to be maintained, to what standard and what type of maintenance regime is best suited to these common property components.

Specialist Help

For some issues, specialist help is useful. For example, if there are concerns about the structural integrity of a part of a building, it would be prudent to engage a structural engineer to identify the issue, its cause and its remedy to facilitate an acceptable outcome. Significant issues such as these may also require engagement of a legal professional to ensure that the correct documentation and legal determination of the relevant remedy is provided within the required timeframe.



Did you know?

Access Canberra can also assist with any questions about fair trading and building standards. Visit www.act.gov.au/accessCBR or phone 13 22 81.



4. Unit Owners Maintenance Requirements – Builder to Complete

To assist unit owners, a builder should complete the following table, or something similar, throughout the construction phase and should provide this information to unit owners at the time of completion. The table details the building and products, and specific recommended maintenance requirements.

Note: most companies will provide their own maintenance requirement form and in these instances the form below will not be required.

Owner:

Unit No:

Building Name:

Location/Address:

Building element	Maintenance Requirements <i>(include type of professional to undertake required maintenance)</i>	Product and Manufacturer <i>(including Alternative Building Solutions)</i>	Frequency	Warranty details	Tick if required for this building
Routine Maintenance					
Appliances and fittings					
Condensation minimising	Use of exhaust fans and opening of windows will assist with condensation minimising.				
Glazing					
Internal Plasterboard					
Wall & ceiling linings					
Cornices					
Joinery					
Windows					
Doors					
Door handles, hinges, locks and latches					
Fly screens					
Shower screens					
Benches, wall cabinets & vanities					
Internal Flooring					
Ceramic tiles					
Timber floorboards					
Carpet					

Building element	Maintenance Requirements <i>(include type of professional to undertake required maintenance)</i>	Product and Manufacturer <i>(including Alternative Building Solutions)</i>	Frequency	Warranty details	Tick if required for this building
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Plumbing & Draining

Tapware			
Pipes, drains and traps			
Balcony floor wastes			
Toilet Cistern			
Shower trays			

Electrical

Interior lighting			
Smoke alarms			
Oven and stove tops			
Hot water service			

Gas Appliances

Hot water service			
Heating			

Painting

General			
Door-frames			
Balustrades			

Heating, Ventilation & Air Conditioning

Air conditioning units			
Air vents, exhaust fans			

Balconies and Terraces

Tiling and grouting			
Paving	(E.g. Removal of weeds and plant material and ensuring drains are not blocked)		

Parking

Garage doors			
Door openers			

Note: The unit owner is responsible for the maintenance of any additional structural alterations or additions to the unit approved by the owners corporation e.g. installing of external air conditioning units or pergolas.

For additional maintenance requirements not contained in the table above, use the blank form at the back of this document.

Owners Corporation Maintenance Requirements – Builder to Complete

To assist the owners corporation, a builder should complete the following table, or something similar, throughout the construction phase and should provide this information to unit owners at the time of completion. The table details the building and products, and specific recommended maintenance requirements.

Note: most companies will provide their own maintenance requirement form and in these instances the form below will not be required.

Owners Corporation:

Unit Plan No:

Building Name:

Location/Address:

Building element	Maintenance Requirements (include type of professional to undertake required maintenance)	Product and Manufacturer (including Alternative Building Solutions)	Frequency	Warranty details	Tick if required for this building
Routine Maintenance					
Pest control					
Condensation minimising	Use of exhaust fans and opening of windows will assist with condensation minimising.				
Foundation Footings & Slab					
Footings & foundations					
Slab					
Timber Construction					
Eaves					
Decks					
Balustrades					
External Surfaces					
Render					
Brickwork					
Mouldings					
Structural Steel & Metal Work					
Protective coating					
Glazing					
Windows and doors					
Glass balustrades					

Building element	Maintenance Requirements (include type of professional to undertake required maintenance)	Product and Manufacturer (including Alternative Building Solutions)	Frequency	Warranty details	Tick if required for this building
Roofing					
Iron/battens					
Flashing					
Roofing					
Bird-proofing					
Internal Flooring (main foyer and hallways)					
Ceramic tiles					
Carpet					
Plumbing & Draining					
External taps					
Pipes, drains and traps					
Membranes on balconies					
Gutters (including box gutters)					
Downpipes					
Rain water tanks					
Stormwater					
Basement inspection outlets					
Plumbing under roads, paths, tiles					
Intelligent Building Systems & Controls					
Waterproofing Systems					
Electrical					
External lighting					
Switchboard & meter box					
Solar panels					
Painting					
Common areas					
External walls on balconies					
Balustrades on balconies					
Heating, Ventilation & Air Conditioning					
Boilers and heater controllers					
Cooling water towers					

Building element	Maintenance Requirements (include type of professional to undertake required maintenance)	Product and Manufacturer (including Alternative Building Solutions)	Frequency	Warranty details	Tick if required for this building
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Security Systems

Intercoms					
Surveillance cameras					
Security doors, gates & controllers					

Lifts

Lift cars					
Lift motors					
Lift controllers					

Pools, Spas and Gymnasiums

Pool fence					
Pool or sauna heater					
Thermostats, heating and ventilation control devices					
Water pumps and filters					

Parking

Garage doors					
Door openers					
Bike storage facilities					

Landscaping & External Works

Timber fence					
Steel fence					
Concrete					
Paving					
Plants					
Trees					



5. Essential Services Maintained by the Owners Corporation

The table below details the Schedule of Essential Safety Measures in accordance with the Australian Standards required for multi-unit residential properties. If defects or faults are observed they should be immediately inspected by a suitably qualified industry professional. The timeframes are recommendations only and may vary depending on products used.

Building Fire Systems

Essential safety measure <i>(including Alternative Building Solutions)</i>	Nature and/or frequency of test or inspection	Tick if required for this building
Wall-wetting sprinklers (including doors and windows required in conjunction with wall-wetting sprinklers)	As per AS 1851 - Section 2 if sprinkler system installed or every six months to ensure compliance, no damage or deterioration and water supply availability	
Fire doors (including sliding fire doors and their associated warning systems), fire-rated apartment doors and associated self-closing, automatic closing and latching mechanisms	Every three to 12 months as per AS 1851 - Section 17 check operation of handles closers and electronic strikes	
Fire windows (including windows that are automatic or permanently fixed in the closed position)	Every three months as per AS 1851 - Section 17 for damage, deterioration or unauthorised alteration, BCA	
Fire wall penetrations (including fire dampers and fire stopping of service penetrations)		
Solid core doors and associated self-closing and latching mechanisms	Annual inspection for damage, deterioration and check operation of closers, handles and electronic strikes	
Smoke doors and associated self-closing, automatic closing and latching mechanisms	Every three months as per AS 1851 - Check operation of closers, handles and electronic strikes	
Building occupant warning system	Monthly as prescribed AS 1851 Section 9	
Fire hydrant system (including on-site pump set and fire service booster connection)	Weekly to AS 1851 Section 4 where pumps are installed or six monthly to AS1851 Section 4. Annual inspection to ensure compliance of construction and contents with BCA	
Fire hose reel system	Every six months to AS 1851 Section 14	
Sprinkler system	Weekly to AS 1851 Section 21	
Portable fire extinguishers	Every six months to AS 1851 Section 15.4	
Fire control centres (or rooms) including location coding	Annual inspection to ensure compliance of construction and contents with BCA	

Access, Exits and Lifts

Essential safety measure	Nature and/or frequency of test or inspection	Tick if required for this building
Paths of travel to exits	Inspection every three months to ensure there are no obstructions and no alterations	
Exits (including fire-isolated stairways and ramps, non-fire isolated stairways and ramps, stair treads, balustrades and handrails associated with exits, and fire isolated passageways)	Inspection every three months to ensure there are no obstructions and alterations	
Signs, intercommunication systems, or alarm systems on doors of fire isolated exits stating that re-entry to storey is available	Annual inspection to ensure the warning sign is in place and legible	
Doors (other than fire or smoke doors) in a required exit, forming part of a required exit or in a path of travel to a required exit, and associated self-closing, automatic closing and latching mechanisms	Inspection every three months to ensure doors are intact, operational and fitted with conforming hardware	

Signage

Essential safety measure	Nature and/or frequency of test or inspection	Tick if required for this building
Exit signs (including direction signs)	Every 6 months to AS 2293.2	
Signs warning against the use of lifts in the event of fire	Annual inspection to ensure the warning sign is in place and legible	
Signs, intercommunication systems, or alarm systems on doors of fire isolated exits stating that re-entry to storey is available	Annual inspection to ensure the warning sign is in place and legible	
Signs alerting persons that the operation of doors must not be impaired	Annual inspection to ensure the warning sign is in place and legible	

Lighting

Essential safety measure	Nature and/or frequency of test or inspection	Tick if required for this building
Emergency lighting	Every 6 months to AS/NZS 2293.2	

Air Handling and Ventilation Systems

Essential safety measure	Nature and/or frequency of test or inspection	Tick if required for this building
Smoke hazard management systems: • automatic air pressurisation systems for fire-isolated exits • zone smoke control system automatic • smoke exhaust system automatic smoke and heat vents (including automatic vents for atriums) • air handling systems that do not form part of a smoke hazard management system and which may unduly contribute to the spread of smoke • miscellaneous air handling systems covered by Section 5 and 11 of AS/NZS 1668.1	Quarterly and as prescribed in AS 1851 Section 18. Documentation covering maintenance records required to implement the maintenance program shall be provided by the builder and retained by the units manager to record the maintenance carried out in accordance with 18.2.4.1 and 18.2.4.2.	
Carpark mechanical ventilation system	Frequency as nominated by manufacturer on label attached to equipment in accordance with AS 1851 Section 18	

6. Useful Information

External and Interior Surfaces Colours and Types

The tables below details the products, including types and colours for external and internal surfaces, used throughout the construction of your unit and the common property. This is intended to assist with colour matching paint, tiles and roof tiles etc.

Common Areas

Surface	Manufacturer	Type	Colour
Brick			
Roof tiles/sheeting			
Pavers			
Floor Tiles			
Wall Tiles			
Carpet			
Glazing			

Paint

Internal			
Architraves			
Doors			
Ceilings			
External			

Units

Surface	Manufacturer	Type	Colour
Floor Tiles			
Wall Tiles			
Carpet			

Paint

Internal			
Architraves			
Doors			
Ceilings			

Important Telephone Numbers

Contact	Name	Phone number
Emergency Services		000
Builder		
Units Manager		
Executive Committee		
Plumber		
Electrician		
Pest Control		
Gas (faults & emergencies)		
Electricity (faults & emergencies)		
Water (faults & emergencies)		
Maintenance Person		
Access Canberra		13 22 81

Useful Links

Building Technology Files (BTF) for Home-owners and Professionals

www.publish.csiro.au/books/series/42

Guide to Standards & Tolerances 2007

www.vba.vic.gov.au/_data/assets/pdf_file/0019/18127/Guide-to-Standards-and-Tolerances-2007.pdf

Guide to the Obligations of Owners Corporation Managers

www.act.gov.au/accessCBR

Unit Titles Dispute Resolution Guide

www.act.gov.au/accessCBR

Unit Titles (Management) Act 2011

www.legislation.act.gov.au/a/2011-41

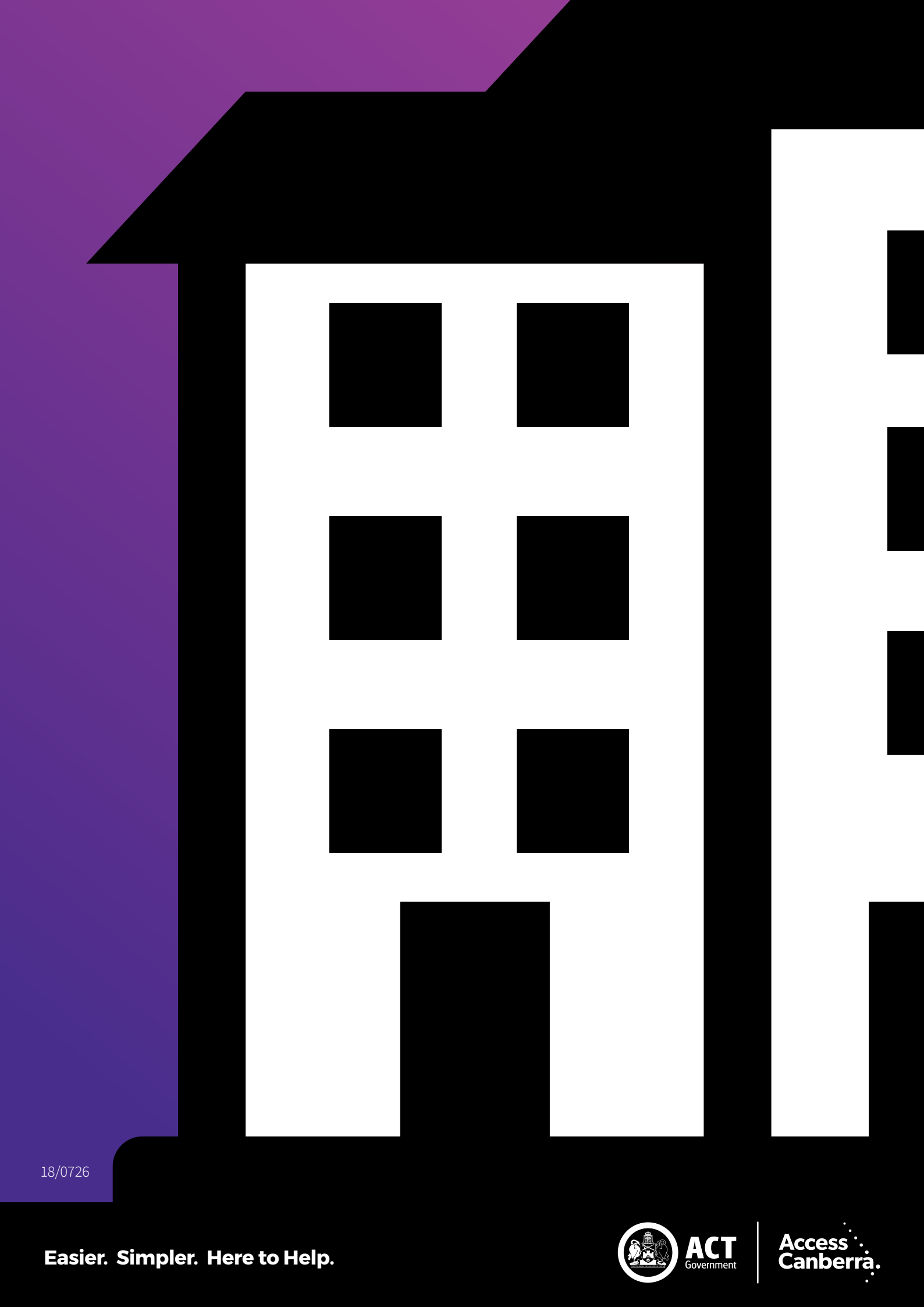
Owners Corporation Network of the ACT (OCN)

www.ocnact.org.au

Additional Requirements

This annexure is to be used to document building elements unique to individual buildings.

[illegible]



Sinking Fund Plan

Wiluna v2

131 Britten-Jones Drive, Holt, ACT 2615

Scheme Number: 1869



COMPILED BY STEVE VILJOEN

**On 3 December 2020 for the
15 Years Commencing: 1 January 2020
QIA Job Reference Number: 147266**

Professional Indemnity Insurance Policy Number 96 0968886 PLP
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INTRODUCTION

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

LOCATION

131 Britten-Jones Drive, Holt, ACT 2615

REPORT SUMMARY

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

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

The Sinking Fund Levy per entitlement already set is:	\$1.00
Number of Lot/Unit Entitlements:	10000
Opening Balance:	\$97,205.00
The proposed Sinking Fund Levy per entitlement is:	\$1.25

METHODOLOGY

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

The report will generally categorise costs as follows:

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

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

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

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

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

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

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

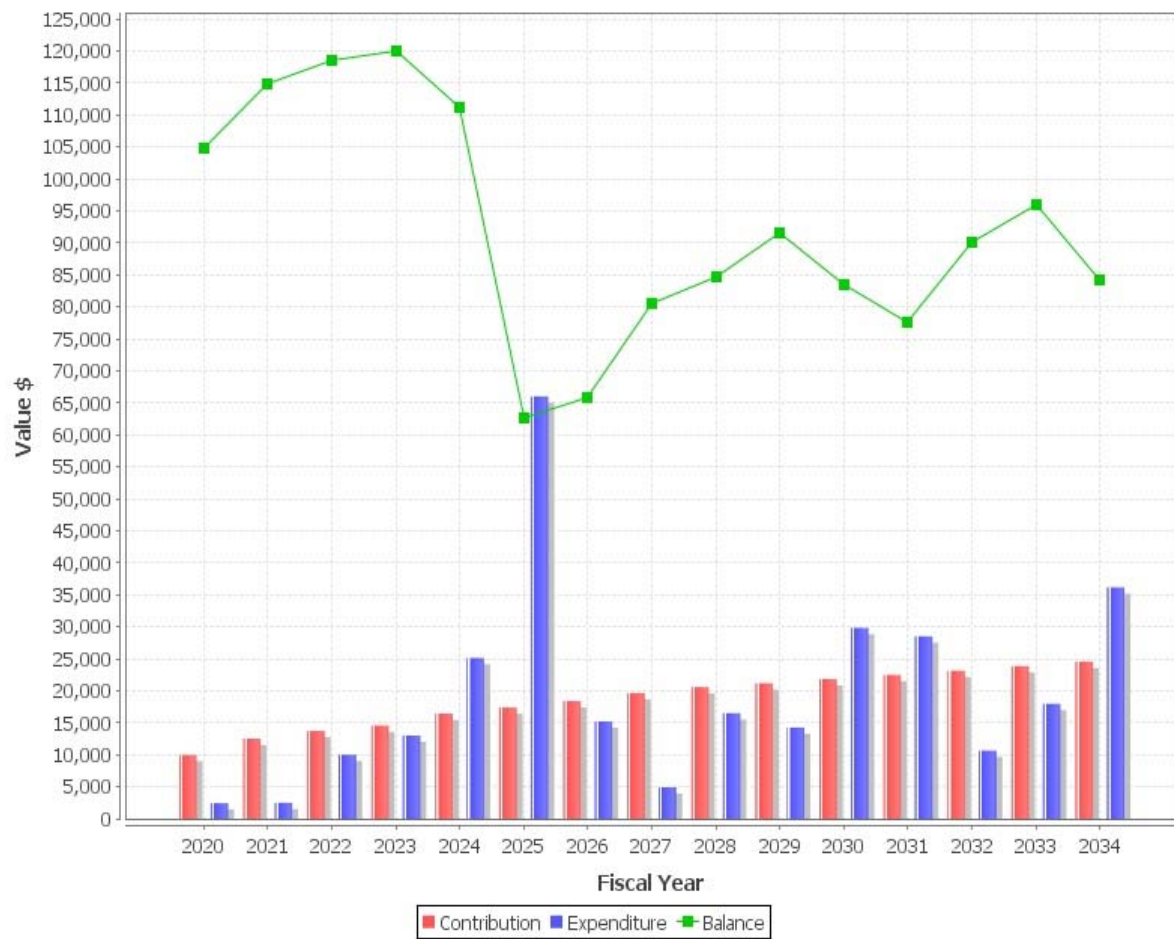
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

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

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/01/2020	\$97,205	\$10,000	\$1.00	\$2,450	\$104,755
2	01/01/2021	\$104,755	\$12,517	\$1.25	\$2,523	\$114,749
3	01/01/2022	\$114,749	\$13,744	\$1.37	\$10,026	\$118,467
4	01/01/2023	\$118,467	\$14,570	\$1.46	\$13,027	\$120,009
5	01/01/2024	\$120,009	\$16,441	\$1.64	\$25,151	\$111,299
6	01/01/2025	\$111,299	\$17,411	\$1.74	\$66,037	\$62,673
7	01/01/2026	\$62,673	\$18,404	\$1.84	\$15,223	\$65,854
8	01/01/2027	\$65,854	\$19,671	\$1.97	\$4,929	\$80,596
9	01/01/2028	\$80,596	\$20,588	\$2.06	\$16,527	\$84,657
10	01/01/2029	\$84,657	\$21,206	\$2.12	\$14,284	\$91,579
11	01/01/2030	\$91,579	\$21,842	\$2.18	\$29,828	\$83,592
12	01/01/2031	\$83,592	\$22,497	\$2.25	\$28,532	\$77,558
13	01/01/2032	\$77,558	\$23,172	\$2.32	\$10,675	\$90,055
14	01/01/2033	\$90,055	\$23,867	\$2.39	\$17,990	\$95,932
15	01/01/2034	\$95,932	\$24,583	\$2.46	\$36,171	\$84,344

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

January 2020		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$2,450
<u>Total Forecast Expenditure for year - January 2020 (Inc GST):</u>		<u>\$2,450</u>
Includes GST amount of :		\$223
January 2021		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$2,523
<u>Total Forecast Expenditure for year - January 2021 (Inc GST):</u>		<u>\$2,523</u>
Includes GST amount of :		\$229
January 2022		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$2,599
DRIVEWAYS, PATHWAYS & PARKING		
- Repaint line marking		\$476
FENCING		
- Replace timber pedestrian gates		\$3,281
FURNITURE & FITTINGS		
- Provision to replace outdoor bench		\$721
SWIMMING POOL		
- Replace water chlorinator		\$1,659
- Maintain pool concourse 10% of total		\$1,289
<u>Total Forecast Expenditure for year - January 2022 (Inc GST):</u>		<u>\$10,026</u>
Includes GST amount of :		\$911

January 2023		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$2,677
DRIVEWAYS, PATHWAYS & PARKING		
- Maintain pathways 10% of total		\$3,881
LANDSCAPING		
- Landscaping allowance		\$3,095
COMMON PROPERTY ROOFING		
- Maintain roof ridge capping/tiles		\$1,671
SWIMMING POOL		
- Replace pool pump		\$1,548
- Replace pool cartridge filter		\$155
<u>Total Forecast Expenditure for year - January 2023 (Inc GST):</u>		<u>\$13,027</u>
	Includes GST amount of :	\$1,184
January 2024		Expense Inc GST
SUPERSTRUCTURE		
- Repaint previously painted exterior common property building surfaces		\$6,511
- Capital Replacement - General		\$2,757
DRIVEWAYS, PATHWAYS & PARKING		
- Maintain driveway 2% of total		\$13,970
LANDSCAPING		
- Provision to remove/trim trees/roots		\$1,913
<u>Total Forecast Expenditure for year - January 2024 (Inc GST):</u>		<u>\$25,151</u>
	Includes GST amount of :	\$2,286

January 2025		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$2,840
EXTERNAL WORKS		
- Maintain common pipework 3% of total		\$5,320
FURNITURE & FITTINGS		
- Ongoing partial replacement of exterior lighting		\$7,999
SWIMMING POOL		
- Provision for ongoing outdoor furniture replacement		\$1,116
TENNIS COURT		
- Replace synthetic grass court surface		\$48,762
<u>Total Forecast Expenditure for year - January 2025 (Inc GST):</u>		<u>\$66,037</u>
Includes GST amount of :		\$6,003
January 2026		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$2,925
SWIMMING POOL		
- Provision to replace pool liner		\$9,659
TENNIS COURT		
- Replace court net		\$609
- Replace mesh gates		\$2,029
<u>Total Forecast Expenditure for year - January 2026 (Inc GST):</u>		<u>\$15,223</u>
Includes GST amount of :		\$1,384

January 2027		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$3,013
SWIMMING POOL		
- Replace pool cartridge filter		\$174
TENNIS COURT		
- Replace court lighting		\$1,742
<u>Total Forecast Expenditure for year - January 2027 (Inc GST):</u>		<u>\$4,929</u>
Includes GST amount of :		\$448
January 2028		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$3,104
FENCING		
- Provision to replace timber retaining wall		\$9,903
SWIMMING POOL		
- Replace water chlorinator		\$1,981
- Maintain pool concourse 10% of total		\$1,539
<u>Total Forecast Expenditure for year - January 2028 (Inc GST):</u>		<u>\$16,527</u>
Includes GST amount of :		\$1,502
January 2029		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$3,197
LANDSCAPING		
- Landscaping allowance		\$3,696

January 2029 continued		Expense Inc GST
SWIMMING POOL		
- Replace pool filter		\$1,996
- Provision to replace shade sail		\$5,396
<u>Total Forecast Expenditure for year - January 2029 (Inc GST):</u>		<u>\$14,284</u>
Includes GST amount of :		\$1,299
January 2030		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$3,293
DRIVEWAYS, PATHWAYS & PARKING		
- Maintain pathways 10% of total		\$4,774
SWIMMING POOL		
- Replace powder coated pool fence		\$3,198
TENNIS COURT		
- Replace mesh fencing		\$18,564
<u>Total Forecast Expenditure for year - January 2030 (Inc GST):</u>		<u>\$29,828</u>
Includes GST amount of :		\$2,712
January 2031		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$3,391
DRIVEWAYS, PATHWAYS & PARKING		
- Maintain driveway 2% of total		\$17,181
LANDSCAPING		
- Provision to remove/trim trees/roots		\$2,353

January 2031 continued		Expense Inc GST
COMMON PROPERTY ROOFING		
- Maintain roof ridge capping/tiles		\$2,117
SWIMMING POOL		
- Replace pool pump		\$1,960
- Provision for ongoing outdoor furniture replacement		\$1,333
- Replace pool cartridge filter		\$196
<u>Total Forecast Expenditure for year - January 2031 (Inc GST):</u>		<u>\$28,532</u>
Includes GST amount of :		\$2,594
January 2032		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$3,493
DRIVEWAYS, PATHWAYS & PARKING		
- Repaint line marking		\$640
EXTERNAL WORKS		
- Maintain common pipework 3% of total		\$6,542
<u>Total Forecast Expenditure for year - January 2032 (Inc GST):</u>		<u>\$10,675</u>
Includes GST amount of :		\$970
January 2033		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$3,598
FURNITURE & FITTINGS		
- Ongoing partial replacement of exterior lighting		\$10,133

January 2033 continued	Expense Inc GST
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SWIMMING POOL

- Replace cyclone/mesh fencing	\$4,259
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<u>Total Forecast Expenditure for year - January 2033 (Inc GST):</u>	<u>\$17,990</u>
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Includes GST amount of :	\$1,635
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January 2034	Expense Inc GST
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SUPERSTRUCTURE

- Repaint previously painted exterior common property building surfaces	\$8,750
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- Capital Replacement - General	\$3,706
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FURNITURE & FITTINGS

- Provision to replace outdoor bench	\$1,028
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- Provision to replace mail boxes	\$16,709
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COMMON PROPERTY ROOFING

- Provision to replace guttering in 15 years	\$1,491
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- Provision to replace down pipes in 15 years	\$283
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SWIMMING POOL

- Replace water chlorinator	\$2,365
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- Maintain pool concourse 10% of total	\$1,838
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<u>Total Forecast Expenditure for year - January 2034 (Inc GST):</u>	<u>\$36,171</u>
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Includes GST amount of :	\$3,288
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ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
SUPERSTRUCTURE																		
- Repaint previously painted exterior common property building surfaces	\$5,106	2024	10					6511										8750
- Capital Replacement - General	\$2,162	2020	1	2450	2523	2599	2677	2757	2840	2925	3013	3104	3197	3293	3391	3493	3598	3706
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain pathways 10% of total	\$3,135	2023	7				3881							4774				
- Maintain driveway 2% of total	\$10,955	2024	7					13970							17181			
- Repaint line marking	\$596	2022	10			476										640		
EXTERNAL WORKS																		
- Maintain common pipework 3% of total	\$4,050	2025	7						5320							6542		
FENCING																		
- Replace timber pedestrian gates	\$2,730	2022	25			3281												
- Provision to replace timber retaining wall	\$6,900	2028	30									9903						

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
FURNITURE & FITTINGS																		
- Provision to replace outdoor bench	\$600	2022	12			721												1028
- Provision to replace mail boxes	\$9,750	2034	20															16709
- Ongoing partial replacement of exterior lighting	\$6,090	2025	8						7999								10133	
LANDSCAPING																		
- Landscaping allowance	\$2,500	2023	6				3095						3696					
- Provision to remove/trim trees/roots	\$1,500	2024	7					1913							2353			
COMMON PROPERTY ROOFING																		
- Maintain roof ridge capping/tiles	\$1,350	2023	8				1671								2117			
- Provision to replace guttering in 15 years	\$870	2034	30															1491
- Provision to replace down pipes in 15 years	\$165	2034	30															283
SWIMMING POOL																		
- Replace pool pump	\$1,250	2023	8				1548								1960			
- Replace water chlorinator	\$1,380	2022	6			1659						1981						2365
- Replace pool filter	\$1,350	2029	15										1996					
- Provision to replace pool liner	\$7,140	2026	25							9659								

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
SWIMMING POOL																		
- Provision for ongoing outdoor furniture replacement	\$850	2025	6						1116						1333			
- Provision to replace shade sail	\$3,650	2029	10										5396					
- Maintain pool concourse 10% of total	\$1,072	2022	6			1289						1539						1838
- Replace pool cartridge filter	\$125	2023	4				155				174				196			
- Replace powder coated pool fence	\$2,100	2030	35											3198				
- Replace cyclone/mesh fencing	\$2,560	2033	35														4259	
TENNIS COURT																		
- Replace synthetic grass court surface	\$37,125	2025	25						48762									
- Replace court lighting	\$1,250	2027	20								1742							
- Replace court net	\$450	2026	10							609								
- Replace mesh fencing	\$12,192	2030	35											18564				
- Replace mesh gates	\$1,500	2026	35							2029								
Total				2450	2523	10026	13027	25151	66037	15223	4929	16527	14284	29828	28532	10675	17990	36171
Includes GST amount of				223	229	911	1184	2286	6003	1384	448	1502	1299	2712	2594	970	1635	3288

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
SUPERSTRUCTURE																		
- Repaint previously painted exterior common property building surfaces	\$5,106	2024	10	1226	2490	3791	5131	6511	763	1549	2359	3193	4052	4937	5849	6787	7754	8750
- Capital Replacement - General	\$2,162	2020	1	2450	2523	2599	2677	2757	2840	2925	3013	3104	3197	3293	3391	3493	3598	3706
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain pathways 10% of total	\$3,135	2023	7	928	1883	2867	3881	623	1265	1926	2607	3308	4030	4774	766	1555	2368	3206
- Maintain driveway 2% of total	\$10,955	2024	7	2631	5342	8133	11008	13970	2242	4552	6931	9381	11904	14504	17181	2758	5598	8523
- Repaint line marking	\$396	2022	10	154	313	476	56	113	173	234	296	361	428	496	567	640	75	152
EXTERNAL WORKS																		
- Maintain common pipework 3% of total	\$4,050	2025	7	822	1670	2542	3441	4367	5320	854	1733	2639	3572	4533	5523	6542	1050	2131
FENCING																		
- Provision to replace colorbond fencing in 30 years	\$6,045	2049	35	339	689	1049	1419	1801	2194	2599	3017	3446	3889	4345	4815	5298	5797	6310
- Replace timber pedestrian gates	\$2,730	2022	25	1062	2155	3281	188	382	582	788	1000	1219	1444	1675	1914	2160	2413	2674
- Provision to replace timber retaining wall	\$6,900	2028	30	975	1979	3013	4078	5175	6305	7469	8668	9903	505	1026	1562	2114	2682	3268
- Replace powder coated pedestrian gates in 30 years	\$1,875	2049	35	105	214	325	440	559	681	806	936	1069	1206	1348	1493	1643	1798	1957

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
FURNITURE & FITTINGS																		
- Provision to replace outdoor bench	\$600	2022	12	233	474	721	72	147	224	303	385	469	555	644	736	830	928	1028
- Provision to replace mail boxes	\$9,750	2034	20	898	1824	2777	3759	4770	5811	6884	7989	9127	10299	11506	12750	14031	15350	16709
- Ongoing partial replacement of exterior lighting	\$6,090	2025	8	1237	2510	3822	5174	6565	7999	1140	2313	3522	4767	6050	7371	8732	10133	1443
LANDSCAPING																		
- Landscaping allowance	\$2,500	2023	6	740	1502	2287	3095	571	1160	1766	2390	3034	3696	682	1385	2109	2854	3622
- Provision to remove/trim trees/roots	\$1,500	2024	7	360	731	1114	1507	1913	307	623	949	1285	1630	1986	2353	378	766	1167
COMMON PROPERTY ROOFING																		
- Maintain roof ridge capping/tiles	\$1,350	2023	8	399	811	1235	1671	238	483	736	996	1264	1540	1824	2117	301	612	932
- Provision to replace guttering in 15 years	\$870	2034	30	80	163	248	335	426	519	614	713	814	919	1027	1138	1252	1370	1491
- Provision to replace down pipes in 15 years	\$165	2034	30	15	31	47	64	81	98	117	135	155	174	195	216	238	260	283
SWIMMING POOL																		
- Replace pool pump	\$1,250	2023	8	370	751	1144	1548	220	447	681	922	1170	1426	1689	1960	279	567	863
- Replace water chlorinator	\$1,380	2022	6	537	1090	1659	306	622	947	1281	1626	1981	366	742	1130	1530	1941	2365
- Replace pool filter	\$1,350	2029	15	174	353	538	728	924	1126	1334	1548	1769	1996	167	339	517	699	887
- Provision to replace pool liner	\$7,140	2026	25	1261	2559	3896	5274	6692	8154	9659	555	1126	1714	2321	2945	3588	4250	4932

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
SWIMMING POOL																		
- Provision for ongoing outdoor furniture replacement	\$850	2025	6	173	350	533	722	916	1116	206	418	637	862	1094	1333	246	499	760
- Provision to replace shade sail	\$3,650	2029	10	471	956	1455	1969	2499	3045	3607	4186	4782	5396	633	1284	1955	2646	3358
- Maintain pool concourse 10% of total	\$1,072	2022	6	417	847	1289	238	483	735	995	1263	1539	284	577	878	1189	1509	1838
- Replace pool cartridge filter	\$125	2023	4	37	75	115	155	42	84	129	174	47	95	145	196	53	107	163
- Replace powder coated pool fence	\$2,100	2030	35	250	507	772	1045	1326	1615	1913	2220	2537	2862	3198	149	302	460	623
- Replace cyclone/mesh fencing	\$2,560	2033	35	249	506	770	1043	1323	1612	1910	2217	2532	2858	3193	3538	3893	4259	198
TENNIS COURT																		
- Replace synthetic grass court surface	\$37,125	2025	25	7538	15303	23301	31538	40023	48762	2800	5685	8655	11715	14867	18113	21457	24901	28448
- Replace court lighting	\$1,250	2027	20	196	398	606	820	1040	1267	1501	1742	117	238	362	490	622	757	897
- Replace court net	\$450	2026	10	79	161	246	333	422	514	609	71	145	221	299	379	462	547	635
- Replace mesh fencing	\$12,192	2030	35	1449	2942	4480	6064	7695	9376	11106	12889	14725	16616	18564	864	1754	2670	3614
- Replace mesh gates	\$1,500	2026	35	265	538	818	1108	1406	1713	2029	94	192	292	395	501	611	724	840
TOTAL ACCRUALS				25670	52117	71924	87860	91451	53442	60423	77111	82720	90463	83262	76695	88644	93952	81603

* 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.







As the pool is depicted on registered plans - Yes.

Home Swimming Pool Safety Reforms



Example of Swimming Pool Disclosure Statement for a Regulated Swimming Pool

Location of regulated swimming pool	Next to tennis court & lot 28, see attached
Date the premises was purchased	Crown Lease commenced on 1/08/2000
Date of construction of the premises where the regulated swimming pool is located	2000
Was the swimming pool built or installed at the same time as the premises?	No
If no, do you know when the swimming pool was built or installed?	2002
Was building approval issued at any time for the swimming pool or swimming pool area? If yes, provide details of the building approval	Unknown
Was a certificate of occupancy and use (COU) issued for the swimming pool and/or safety barrier? If yes, provide details of the COU	Yes, Certificate No. 20004635N1C1, see attached
Are you aware of any alterations to the swimming pool since it was built or installed?	No
If yes, please provide details of the alterations including dates and type of alteration (where known)	N/A
Does a standing exemption apply to the pool? If yes, which one and why (include details of any advice to support this position)	No





ACT Building, Electrical and Plumbing Control

GPO Box 1908, Canberra ACT 2601

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Certificate of Occupancy and Use

Certificate No. 20004635N1C1

This Certificate is issued in accordance with Section 53 (2) of the Building Act.

The building work listed on this certificate has been completed in accordance with the prescribed requirements and is considered fit for occupation and use.

Builder	Suburb	Section	Block
PETER JOHN GRANT	HOLT	117	1
Notice of Intention to Start Work Number	Plan		
20004635N1	20004635/A		

Building Work

Nature of Work	Project Item Description	Unit	Other Description	Class of Occupancy	Type of Construction
NEW	SWIMMING POOL	28		10b	NA

Comments

Important note:

1. Residential building statutory warranties and residential insurance does not apply in relation to building work.
2. 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.

TED MILNE
Deputy Building Controller

5/2/2002

Date



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SWIMMING POOL DISCLOSURE

STATEMENT FOR A REGULATED SWIMMING POOL.

Unit Plan 1869 - WILUNA

Location of Regulated Swimming Pool.	Next to tennis court & lot 28 – see attached image
Date Crown Lease Commenced.	01/08/2000
Date of construction of premises where the Swimming Pool is located.	2000
Date the Swimming Pool was installed.	2002
Was building approval issued for the swimming pool and / or area? If Yes, provide details of approval.	Unknown
Was a Certificate of Occupancy (COU) issued for the swimming pool and / or safety barrier? If yes, provide details of COU.	Yes. Certificate No 20004635N1C1 - attached
Have there been any alterations to the swimming pool since it was built or installed? If yes, provide details of the alterations, including dates.	No
Does a standing exemption apply to the pool? If yes, which one and why (include details of any advice to support this position).	No





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TED MILNE
Deputy Building Controller

5/2/2002

Date

Pool Owner Guidance Material

The ACT Government is committed to avoiding preventable deaths and serious injuries from fatal and non-fatal drownings in home swimming pools and spas in the ACT.

New rules aim to protect the public by making sure that home swimming pools and spas in the ACT have a safety barrier that is compliant with modern safety standards and that they are maintained.

This document outlines the obligations for people who own a property with a *regulated swimming pool* for the period 1 May 2024 to 30 April 2028.

Regulated swimming pools

The new rules apply to regulated swimming pools, which are home swimming pools or spas that are:

- capable of containing water to a depth greater than 30cm; and
- associated with a residential building such as a house, unit, townhouse or block of apartments.

This includes in-ground and above-ground pools, temporary and permanent pools, wading pools, demountable pools, portable pools, kids' pools and spas.

If your inflatable pool can be deflated and inflated and does not have a filtration system you are not covered by the scheme. If any part of the pool requires assembly other than inflation (i.e. has a frame), or if the pool uses or comes with a filtration system, it is a demountable pool and therefore covered by the scheme.

Scheme commencement and transition period

The scheme commences on 1 May 2024, with a four-year transition period for homeowners to have a compliant safety barrier for their regulated swimming pool or obtain an exemption.

Compliant safety barrier

From 1 May 2028, it will be an offence to have a regulated swimming pool that does not have a safety barrier which meets the prescribed safety standards unless an exemption applies.

For pools built, altered or installed before 1 May 2023, the safety standards are:

- the current version of the Building Code of Australia (NCC 2022); and
- two Australian Standards which are Part 1 and Part 2 of Australian Standards for Swimming pool safety.
 - Part 1 (AS 1926.1 – 2012) relates to safety barriers for swimming pools
 - Part 2 (AS 1926.2 – 2007) is about the location of safety barriers

The Building Code and these two Australian Standards are the current safety standards which stop young people accessing pools and lessen the risk of drowning.

The changes that need to be made to swimming pool and spa safety barriers to make them compliant with the prescribed safety standards will depend on the type of safety barrier that is currently in place and the location of the swimming pool or spa in relation to other buildings, structures and boundary fences on the property. Information about what changes you may need to make can be found in the factsheets on the [Home Swimming Pool Safety Reforms](#) webpage on the ACT Government planning website.

Pools built, altered or installed on or after 1 May 2023 must meet:

- the Building Code of Australia as adopted in the ACT at the time the swimming pool or spa is built or altered; and
- the Australian Standards called up by the Building Code at the time the swimming pool or spa is built or altered.

Exemptions

Under the scheme, there are some circumstances where a pool is not required to comply with the prescribed safety standards and the owner of the premises does not need to apply for an exemption.

Date of pool construction	Before 1 May 2023	On or after 1 May 2023
A demountable pool that will not be in place for more than three consecutive days	Yes	Yes
A spa which is covered and secured by a lockable child-resistant structure (such as a door, lid, grille or mesh) that meets the prescribed requirements	Yes	A lockable child-resistant structure will be permitted if it satisfies the prescribed safety standard
A spa that is located on the balcony of an apartment where self-closing and self-latching doors and/or windows restricts access	Yes	A spa located on a balcony must comply with the prescribed safety standard

There are also circumstances where homeowners or owners corporations can apply for an exemption from compliance if the pool is unable to have a safety barrier compliant with the prescribed safety standards.

Date of pool construction	Before 1 May 2013	Between 1 May 2013 and 30 April 2023	On or after 1 May 2023
A swimming pool area is unable to physically accommodate a safety barrier compliant with the prescribed safety standard	Yes	No	No
Compliance with the prescribed safety standard would be reasonably likely to require approval to remove a protected tree	Yes	No	No
Compliance would have a significant adverse effect on the heritage significance of a place or object registered under the <i>Heritage Act 2005</i>	Yes	No	No
Compliance would prevent a person with a disability from accessing the swimming pool	Yes	Yes	No
Documented plans to remove and not replace the swimming pool within 24 months	Yes	Yes	No

Offences and penalties apply for failing to notify of a change of circumstances that affects a ground on which an exemption was granted, and for failing to comply with a condition of an exemption.

Compliance certificates

Pools built, altered or installed before 1 May 2013 will need to obtain a compliance certificate before 1 May 2028 and lodge it with Government within 30 days of issue. Compliance certificates obtained during the transition period will be valid until 1 May 2032.

Pools built, altered or installed on or after 1 May 2013 are not required to obtain a compliance certificate by 1 May 2028 or lodge it with Government. This does not prevent a compliance certificate being obtained before then.

Offences and penalties may apply for failing to meet these obligations.

Maintaining safety around home swimming pools and spas

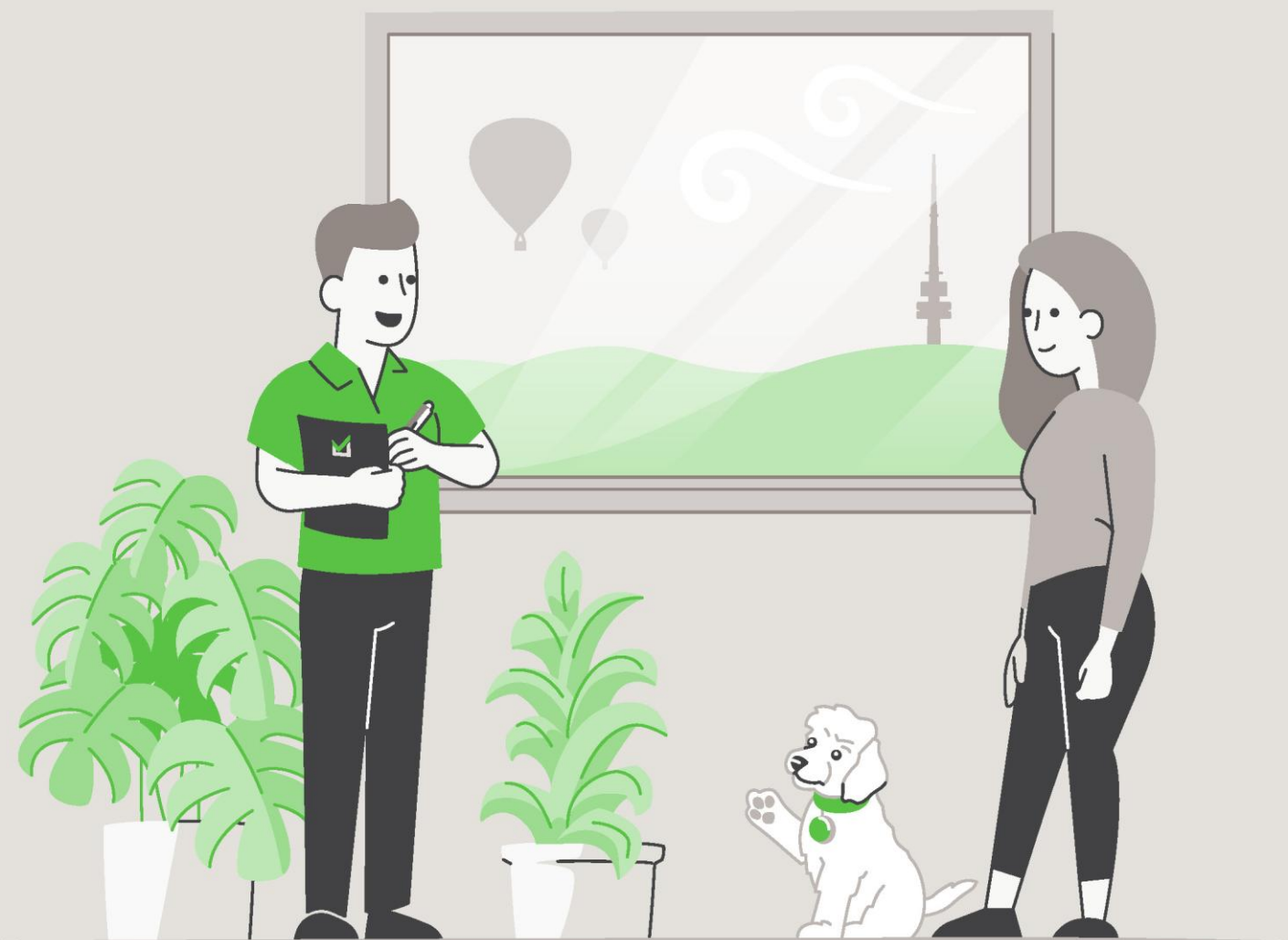
From 1 May 2024, all owners of a property with a swimming pool or spa are required to maintain their swimming pool or spa safety barriers as an effective and safe child-resistant barrier. All residents of a property with a swimming pool or spa must ensure that all doors, gates and covers providing access to the swimming pool or spa are kept securely closed when not in use. Offences and penalties may apply for failing to meet these obligations.

More information

For more information on the reforms and what they mean for you and your pool, including disclosure obligations on sale or lease of your property, visit the [Home Swimming Pool Safety Reforms](https://www.planning.act.gov.au/projects-priorities/home-swimming-pool-safety-reforms) webpage on the ACT Government planning website: <https://www.planning.act.gov.au/projects-priorities/home-swimming-pool-safety-reforms>

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

Report



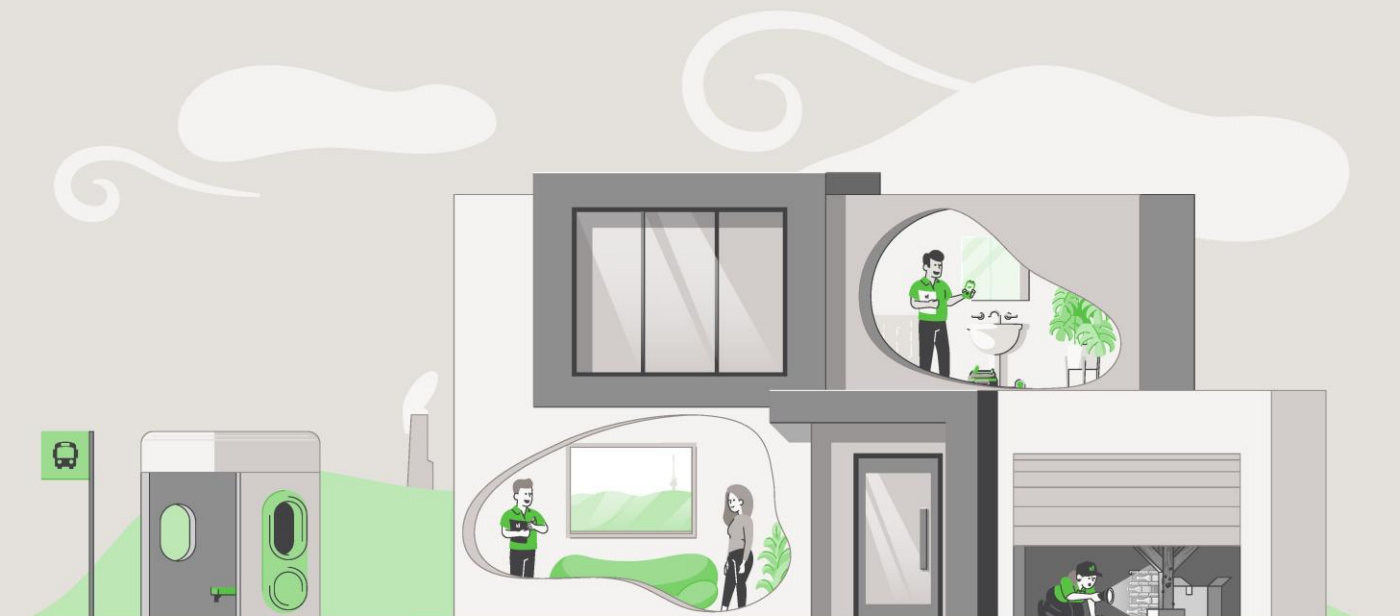
LIMITED LIABILITY TO A PURCHASER WITHIN THE AUSTRALIAN CAPITAL TERRITORY

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

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

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

Building Report



CONCLUSION AND SUMMARY

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

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

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

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

The overall condition of this Residential Dwelling in the context of its age, type and general expectations of similar properties is: **Above 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	Above Average
Compliance Report	No unapproved structures
Pest Inspection	No active subterranean termites (live specimen) were found
Energy Efficiency Rating	5.0 Stars
Inspection Date	Tuesday, March 3 rd 2026
Name of Assessor	Dylan Mitchell
Reference Number	68625
Address of Property Inspected	1/131 Britten-Jones Drive, Holt ACT 2615
Client	Bongi
Unit, Block and Section	Unit 1 Block 1 Section 117 HOLT
Year original residence COU was issued	2000
House size (approximately)	Residence: 107.48m ² Garage: 39.06m ²
Weather conditions at time of Inspection	Light showers
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 slab
External walls	Brick veneer
Roof framing	Timber: Truss roof framing
Roof cladding	Concrete roof tiles
Glazing	Single glazed windows
Cooktop	Electric cooktop
Oven	Electric oven

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

GENERAL ACCESS LIMITATIONS

Internal	At the time of inspection, the building was furnished. This allows for a limited inspection in areas not restricted by furnishings, stored goods, floor mats, etc.
External	No inspection was made under the rear 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. Ducting flex & roof framing timbers restricting access in areas
On-top of roof	The inspection was restricted to visually looking from a 3.6m ladder lent against the gutter in several areas around the building
Garage	The inspection of the garage was restricted due to stored goods being kept in the area at the time of inspection

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

DEFINITIONS

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

ENTRANCE/LIVING/DINING ROOM

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

KITCHEN

Ceiling	Good
Walls	Good
Floor coverings	Good
Kitchen cupboards	Good
Bench top	Good
Splashback	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

BEDROOM 1

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

BEDROOM 3

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
Floor and wall tiles in shower area	Good
Vanity/Basin and 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	Swelling noted to the base of the architrave and door jamb. A moisture meter was used at time of inspection with no elevated levels of moisture detected. Repairs to the timber was considered optional
Floor coverings	Good
Shower screen	Good
Water leakage in shower area?	There are indications that the shower has once leaked with swelling to the timbers on the door jamb; however, it appears that repairs have been carried out. The shower was run for several minutes, and a leak was not evident. Apart from monitoring, no action is required
Floor and wall tiles in shower area	Minor cracked tiles noted in the shower base. Although this is unlikely to cause a leak, it is advised to seal over the cracked tiles and monitor
Vanity/Basin	Good
Taps	Good
Bath	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

TOILET

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Toilet suite	Good
Exhaust fan	An exhaust fan is not installed; however, ventilation is provided to the room by opening the window

LAUNDRY

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Laundry tub	Good
Splashback	Good
Exhaust fan	An exhaust fan is not installed; however, ventilation is provided to the room by opening the window

ROOF CAVITY

Construction	Good
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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	Minor weathering noted to the base of the door. Repairs are considered optional at time of inspection

EXTERIOR

Driveway and paths	Good. No major cracking noted
Roof covering	Good
Roof pointing	The roof pointing is generally good; however, there are some areas of minor cracking/flaking
Eaves	Good
Fascia	Good
Gutters	Good
External walls	Good. No major cracking noted
Windows	Good
Fences	Good
Gate	Good
Deck	Good
Sunroom	Good
Site drainage	The site generally drains away from the perimeter of the building

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

Minor Defect: A defect other than a Major Defect.

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

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

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

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

IMPORTANT ADVICE

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

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

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

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

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

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

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

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

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

SCOPE AND LIMITATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IMPORTANT DISCLAIMER

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

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

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

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

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

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

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

OTHER INSPECTIONS AND REPORTS REQUIRED

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

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

SMOKE DETECTORS

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

CRACKING OF BUILDING ITEMS

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

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

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

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

NOTICE TO THE PURCHASER (ACT ONLY)

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

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

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

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

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

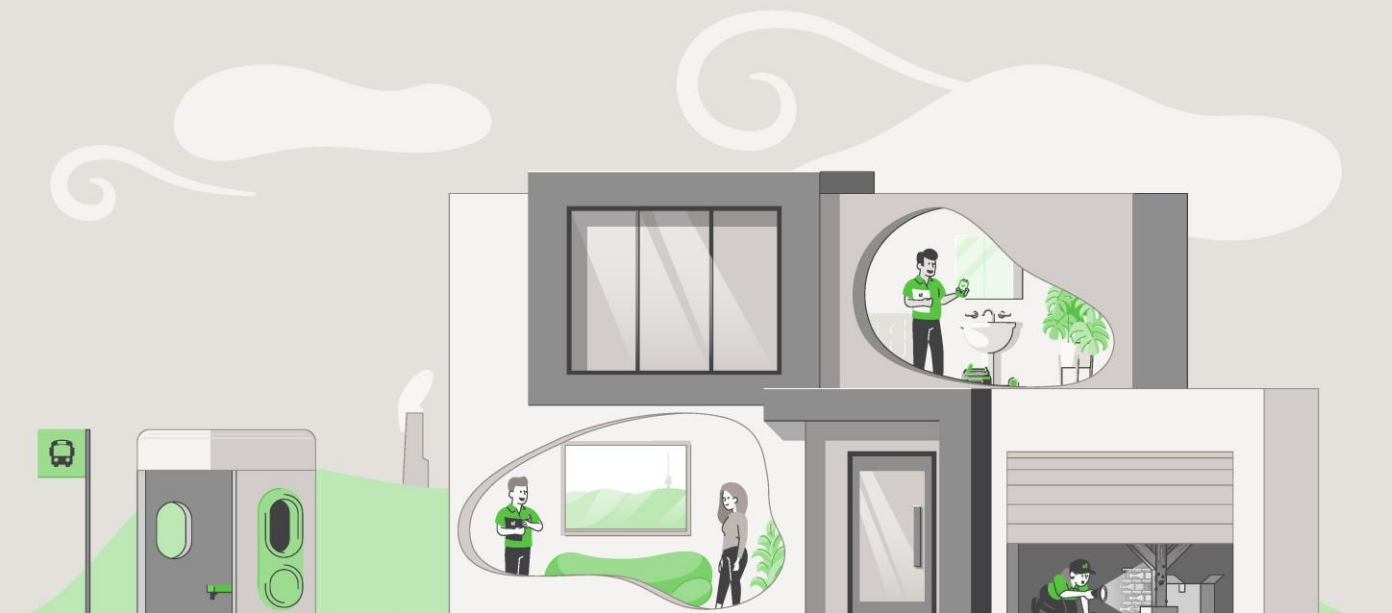
Please cross out the statement below that does not apply: - At the date of settlement, not more than 180 days will have elapsed since the Inspection date.

1. I/We have read and understood the 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause of the Report, and this Notice to the Purchaser. I/We have not arranged for another inspection and report in respect of the property, and it is my/our intention to **rely upon the findings contained in the report**; or

2. I/We have **arranged for another Inspection of the Property and Report** to be carried out, which I/We will use in conjunction with this Report in deciding whether to proceed with the purchase of the property; or

3. I/We have read and understood the 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause of the Report, and this Notice to the Purchaser. I/We have not arranged for another Inspection and Report in respect of the property and have **relied on my/our own enquiries in respect of the condition of the property** as at the date of settlement including any changes in the condition of the property that have taken place since the Inspection date stated in the Report

Timber Pest Report



SUMMARY SHEET

Property Address: 1/131 Britten-Jones Drive, Holt ACT 2615
Client: Bongi
Inspection Date: Tuesday, March 3rd 2026
Inspection carried out by: Dylan Mitchell

This summary is supplied to allow a quick and superficial overview of the Inspection results. This summary is NOT the Report and cannot be relied upon on its own. This summary must be read in conjunction with the full Report and not in isolation from the Report. If there should happen to be any discrepancy between anything in the Report, and anything in this summary, the information in the Report shall override that in the summary. The Report is subject to conditions and limitations. Your attention is particularly drawn to the clauses, disclaimer of liability to third parties, limited liability to a purchaser with the Australian Capital Territory (ACT), and to the notice to the purchaser at the back of this Report.

1.0 ACCESS LIMITATIONS

There were access limitations to the inspection/report. Please refer to section 1.0 of the report.

2.0 TERMITE ACTIVITY

No active subterranean termites (live specimens) were found.

No visible evidence of subterranean termite workings or damage was found.

3.0 BORER ACTIVITY

No visible evidence of borers of seasoned timbers was found.

4.0 DECAY FUNGI

No evidence of damage caused by wood decay (rot) fungi was found.

For complete and accurate information, please refer to the attached 'Visual Timber Pest Report', which is prepared in accordance with AS 4349.3.

CONDITIONS OF THIS INSPECTION

Important Information:

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

This is a **Visual Inspection Only**, prepared in accordance with AS 4349.3, 'Inspection of Buildings Part 3: Timber Pest Inspections'. Visual Inspection was limited to those areas and sections of the property to which reasonable access (see definition) was both available and permitted on the date of Inspection.

The Inspection **did not** include breaking apart, dismantling, removing, or moving objects including but not limited to – foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances, or personal possessions.

The Inspector **cannot** see inside walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, or in any other areas that are concealed or obstructed.

The Inspector **did not** dig, gouge, force or perform any other invasive procedures. An invasive Inspection will not be performed unless a separate contract is entered into.

In an occupied property, it must be understood that furnishings or household items may be concealing evidence of Timber Pests, which may only be revealed when the items are moved or removed.

In the case of strata type properties, only the interior of the unit is inspected.

Scope of Report:

This Report only deals with the detection or non-detection of Timber Pest Attack and Conditions Conducive to Timber Pest Attack discernible at the time of inspection. The inspection was limited to the Readily Accessible Areas of the Building and Site (see note below) and was based on a visual examination of surface work (excluding furniture and stored items), and the carrying out of Tests. Note. With strata and company title properties, the inspection was limited to the interior and the immediate exterior of the particular residence inspected. Common property was not inspected.

Limitations:

The Client acknowledges:

- (a)** This Report does not include the inspection and assessment of matters outside the scope of the requested inspection and report.
- (b)** The inspection only covered the Readily Accessible Areas of the Building and Site. The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include – but are not limited to – roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements, or earth.
- (c)** The detection of dry wood termites may be extremely difficult due to the small size of the colonies. No warranty of absence of these termites is given.
- (d)** European House Borer (*Hylotrupes bajulus*) attack is difficult to detect in the early stages of infestation as the galleries of boring larvae rarely break through the affected timber surface. No warranty of absence of these borers is given. Regular inspections including the carrying out of appropriate tests are required to help monitor susceptible timbers.
- (e)** This is not a structural damage report. Neither is this a warranty as to the absence of Timber Pest Attack.
- (f)** If the inspection was limited to any particular type(s) of timber pest (e.g., subterranean termites), then this would be the subject of a Special-Purpose Inspection Report, which is adequately specified.
- (g)** This Report does not cover or deal with environmental risk assessment or biological risks not associated with Timber Pests (e.g., toxic Mould) or occupational, health or safety issues. Such advice may be the subject of a Special-Purpose Inspection Report which is adequately specified and must be undertaken by an appropriately qualified inspector. The choice of such inspector is a matter for the Client.
- (h)** This Report has been produced for the use of the Client. The Consultant or their firm or company are not liable for any reliance placed on this report by any third party, except as provided in the section Limited Liability To a Purchaser within the Australian Capital Territory.

Determining extent of Damage:

This is not a structural building report, and any inexperienced opinion we provide on timber damage cannot be relied upon. This Report **will not** state the full extent of any Timber Pest damage. It will state Timber Pest Damage found as either 'slight', 'moderate', 'moderate to extensive', or 'extensive', and this information is not the opinion of an expert. If any evidence of Timber Pest activity and/or damage resulting from Timber Pest activity is reported, either in the structure(s) or the grounds of the property, then you must assume that there may be concealed structural damage within the building(s).

This concealed damage may only be found when wall linings, cladding or insulation are removed to reveal previously concealed timbers. In this case, an Invasive Timber Pest Inspection (for which a separate contract is required) is strongly recommended, and you should arrange for a qualified professional such as a builder, engineer, or architect to carry out a structural inspection to determine the full extent of the damage, and the extent of repairs that may be required. You agree that neither we, nor the individual conducting the inspection, are responsible or liable for the repair of any damage, whether disclosed by the Report or not.

Disclaimer of Liability:

No liability shall be accepted on account of failure of the Report to notify any termite activity and/or damage present at, or prior to, the date of the Report, in any area(s) or section(s) of the subject property physically inaccessible for inspection, or to which access for inspection is denied by, or to, the licensed Inspector (including, but not limited to, any area(s) or section(s) specified by the Report).

1.0 ACCESS LIMITATIONS

1.1 Area(s) inspected:

Only structures, fences &/or trees within 50m of the building but within the property boundaries were inspected.

1.2 Common area(s) not inspected:

No Inspection was made, and no Report will be submitted, of inaccessible area(s).

These include, but may not be limited to; cavity walls, concealed frame timbers, eaves, flat roofs, fully enclosed patios, inaccessible parts of the subfloors, inaccessible parts of the roof void, soil concealed by concrete floors, fireplace hearths, wall linings, landscaping, rubbish, floor coverings, furniture, pictures, appliances, stored items, insulation, and hollow blocks/posts etc.

1.3 Area(s) in which visual inspection was obstructed or restricted and why:

Ceiling framing timbers were concealed by insulation. Clothing and other stored items concealed timbers in cupboards and built in robes/closets. Furniture and stored items concealed some of the skirting boards and architraves inside the house. Ducting flex & roof framing timbers restricting access in areas. No inspection was made under the rear timber decks due to lack of available access.

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 Moderate.

NB. Where the risk is considered “Moderate” or “Moderate-High” or “High”, a further inspection is strongly recommended of areas that were not readily accessible, and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This may require the moving, lifting or removal of obstructions such as floor coverings, furniture, stored items foliage and insulation. In some instances, it may also require the removal of ceiling and wall linings, and the cutting of traps and access holes. Seek further advice from your Consultant.

2.0 TERMITE ACTIVITY

2.1 No active (live) termites were present at the time of Inspection.

2.2 No visible evidence of subterranean termite workings and/or damage was found.

2.3 A termite nest was not found.

2.4 No evidence of timber damage caused by Termite attack was visible at the time of the Inspection.

NB. Where evidence of termite activity by the *Nasutitermes* or *Coptotermes* species was found in the grounds, the risk to buildings is very high. A treatment to eradicate the termites and to protect the building(s) should be carried out. Where the evidence of termite workings was found in the grounds or the building(s), then the risk of a further attack is very high.

2.5 Very important:

If live termites or any evidence of termite workings or damage was reported above, within the building(s) or in the grounds and fences, then it must be assumed that there may be concealed termite activity and/or timber damage. This concealed activity or damage may only be found when alterations are carried out, such as when wall linings, cladding or insulation are removed; or if you arrange for an invasive Inspection. We claim no expertise in structural engineering or building, and we strongly recommend that you have a qualified professional such as a builder, engineer, architect, or other qualified expert determine the full extent of the damage, if any. This may require an invasive Inspection. We take no responsibility for the repair of any damage, whether disclosed by this Report or not (see 'Terms and Limitations').

Where visual evidence of termite workings and/or damage is reported above, but no live termites were present at the time of Inspection, you must realise that it is possible that termites are still active in the immediate vicinity, and that the termites may continue to cause further damage. It is not possible, without further investigation and a number of Inspections over a period of time, to ascertain whether any infestation is active or inactive. Active termites may simply have not been present at the time of Inspection due to a prior disturbance or climatic conditions, or they may have been utilizing an alternative feeding source.

Continued, regular Inspections are essential. Unless written evidence of a termite protection program in accordance with 'AS 3660' with ongoing Inspections is provided, you must arrange for a treatment in accordance with 'AS 3660' to be carried out to reduce the risk of further attack.

2.6 Previous termite treatment: There were no signs of a termite treatment or evidence of a possible previous termite treatment, at the time of inspection.

NB. If there is evidence of drill holes in concrete or brickwork, bait stations or other signs of a possible previous treatment are reported, then the treatment was probably carried out because of an active termite attack. Extensive structural damage may exist in concealed areas. You should have an invasive Inspection carried out, and have a builder determine the full extent of any damage, and the estimated cost of repairs, as the damage may only be found when wall linings etc. are removed. Normally, if a termite treatment has been carried out, then a durable notice should be located in the metre box, indicating the type of termite shield system, treated zone or combination that has been installed.

2.7 Termite management: A durable notice (termite management notice) was not found during the inspection, indicating a barrier system has not been installed.

This firm can give no assurances with regard to work that may have been previously performed by other firms. You should obtain copies of all paperwork and make your own enquiries as to the quality of the treatment when it was carried out, and warranty information. In most cases, you should arrange for a treatment in accordance with "Australian Standard 3660" to be carried out to reduce the risk of further attack.

2.8 General remarks:

Where any current visible evidence of Timber Pest activity is found, it is strongly recommended that a more invasive Inspection be performed. Trees on and near the property up to a height of 2 metres, have been visually Inspected where possible and practicable, for evidence of Termite activity. It is very difficult to locate termite nests since they are underground, and evidence in trees is usually well concealed. Therefore, we strongly recommend that you arrange to have the medium to large eucalypt trees within a 50 metre radius of the property test drilled for evidence of termite nests.

3.0 BORER ACTIVITY

3.1 No visible evidence of borers was found.

The **Lyctid Borer** - The most common lyctid borer in Australia is **Lyctus brunneus (powder post beetle)**. Attack usually takes place during the first six to twelve months of the service life of timber. However, the powder post beetle is not considered a significant pest of timber and treatment of infestation is not usually required. As only the sapwood of certain hardwoods is destroyed, larger-dimensional timbers (such as rafters, bearers, and joists) in a building are seldom weakened significantly to cause collapse. The **Anobiid Borer** There are many different species of Anobiid borer, the most frequently encountered being *Anobium punctatum* (furniture beetle) and *Calymnaderus incisus* (Queensland pine beetle). Attack mainly occurs to softwoods especially pine timbers such as floorboards that have been in service for at least ten years. Should any structural timbers be attacked by Anobiid borers it is often difficult to determine what extent the borer damage has weakened such timbers and replacement is often the only way of ensuring safety from collapse.

In the case of Anobiid borers, once an attack is initiated it is unlikely to cease or die out of its own accord without some sort of eradication treatment. Therefore, unless proof of treatment is provided, evidence of an attack must always be considered active. Although a chemical treatment is an option, replacement of infested timbers with non-susceptible, or treated timber, is the most effective method of treatment. Before any option is considered, competent advice (e.g., from a licensed building contractor) should be sought to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work.

Other Borers: A further (more invasive) investigation is strongly recommended to determine whether infestation is still active and to positively identify the borer species responsible for the attack. Always seek further advice from the Consultant.

Management Program: Wherever practical, remove any conditions conducive to attack (e.g., *Anobium* borer thrive in badly ventilated subfloor areas). Regular inspections are recommended at intervals not exceeding 12 months. Always seek further advice from the Consultant.

4.0 DECAY FUNGI

4.1 No evidence of damage caused by wood decay (rot) fungi was found.

NB. If any evidence of fungal decay or damage is reported, you should consult a building expert to determine the full extent of damage, and the estimated cost of repairs or timber.

General Description of Attack Decaying wood contains sufficient moisture to retain its original shape and may have sufficient strength to withstand normal loads. In contrast decayed wood is reduced both in moisture content and size as indicated by cracking either along or across the grain or fibres coming apart in a stringy manner. Decayed wood will have undergone considerable strength reduction.

Economic Significance Fungal decay can cause at one extreme, structural failure of the affected timber, and at the other purely superficial surface damage. The most critical determination is that of which timber is affected and decaying because decay will most likely spread (unless sources of moisture are quickly removed). Affected and decayed timber may warrant timber replacement, but the rot should not spread unless a new moisture source becomes available in that area.

Where evidence of decayed timber exists, competent advice (e.g., from a licensed or registered building contractor) should be sought to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work. It is important to correct any condition conducive to attack prior to replacing decayed wood.

Where evidence of decaying timber exists, competent advice (e.g., from a licensed or registered building contractor) should be sought to remove the condition(s) conducive to attack, and to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work.

Where the full extent of damage or the overall condition of the timber is undetermined a further inspection is strongly recommended by a competent person (e.g., from a licensed or registered building contractor). This may require monitoring of the timber over a period and include the assessment of conditions conducive to attack in different weather conditions (e.g., to determine the adequacy of existing drainage).

Management Program Remove any conditions conducive to attack (e.g., lack of ventilation or the presence of excessive moisture). Regular inspections are recommended at intervals not exceeding 12 months. Always seek further advice from the Consultant.

5.0 CONDITIONS THAT ARE CONDUCTIVE TO TIMBER PESTS

5.1 Water leaks: At the time of the inspection no leaks were found to be present.

Water leaks, especially in or into the subfloor, or against the external walls; increase the likelihood of termite attack. Leaking showers or leaks from other 'wet areas' also increase the likelihood of concealed termite attack. Hot water overflows should be plumbed away from the building.

NB. We claim no expertise in building, and if any leaks were reported, you should consult a plumber or other building expert to determine the full extent of damage, and the estimated cost of repairs.

5.2 Moisture/drainage: Not applicable as the home is built on a concrete slab.

Lack of Adequate Subfloor Ventilation Inadequate ventilation provides a condition suitable for timber pest infestation. For example, subterranean termites thrive in damp humid conditions typical of those provided in a poorly ventilated subfloor space. Where evidence of a lack of adequate ventilation has been identified in the report, the Client should seek competent advice (e.g., from a licensed or registered building contractor) regarding upgrading ventilation. The Presence of Excessive Moisture Ground levels around the building should be maintained in such a way to minimise water entering under the building. Also, the ground surface in subfloor areas should be kept graded to ensure that moisture does not pond or accumulate in any area. Where necessary, sub-surface drains should be installed and maintained to assist with drainage around and under the building. Likewise, the presence of excessive moisture can often be directly related to ventilation limitations and the resultant high humidity. Also, plumbing oversights and defects such as a leaking drain or tap will provide a microclimate conducive to timber pest attack. Where necessary, the Client should seek competent advice (e.g., from a licensed or registered plumbing contractor) to determine the adequacy of existing drainage and remove any conditions conducive to the presence of excessive moisture. The building may need to be monitored over a period of time to detect or confirm a damp problem. The presence of dampness (including moisture) is not always consistent as the prevailing and recent weather conditions at the time an inspection is carried out may affect the detection of damp problems. Importantly, precipitation at or near the time of inspection does not necessarily guarantee that a damp problem will automatically be evident due to such circumstances as prevailing wind conditions or intensity of rainfall. The absence of any dampness at the time of inspection does not necessarily mean the building will not experience some damp problems in other weather conditions. Likewise, whether services have been used for some time prior to an inspection being carried out will affect the detection of dampness.

5.3 Ventilation: Not applicable as the home is built on a concrete slab.

Lack of Adequate Subfloor Ventilation Inadequate ventilation provides a condition suitable for timber pest infestation. For example, subterranean termites thrive in damp humid conditions typical of those provided in a poorly ventilated subfloor space. Where evidence of a lack of adequate ventilation has been identified in the report, the Client should seek competent advice (e.g., from a licensed or registered building contractor) in regard to upgrading ventilation.

5.4 Hot water services and air conditioning units: There is no need for this work to be carried out.

Hot water services and air conditioning units which release water alongside or near to building walls should be piped to a drain (if not possible then several metres away from the building), as the resulting wet area is highly conducive to termites.

5.5 Slab edge exposure: The slab edge inspection zone does not apply to this property.

Where external concrete slab edges are not exposed, there is a high risk of concealed termite entry.

In some buildings built since July 1995, the edge of the slab forms part of the termite shield system. In these buildings an Inspection zone of at least 75mm should be maintained to permit detection of termite entry. The edge should not be concealed by render, tiles, cladding, flashings, adjoining structures, paving, soil, turf, or landscaping etc. Where this is the case, you should arrange to have the slab edge exposed for Inspection.

Concealed termite entry may already be taking place but could not be detected at the time of the Inspection. This may have resulted in concealed timber damage.

NB. A very high proportion of termite attacks are over the slab edge. Covering the slab edge makes concealed entry easy. This is particularly true of infill type slab construction. Termite activity and/or damage may be present in concealed timbers of the building. We strongly recommend frequent regular inspections in accordance with AS 3660.2.

5.6 Weep holes in external walls: Weep holes 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: Medium to large trees and stumps within a 50 metre radius of the property, due to the nesting conditions.

6.0 OVERALL ASSESSMENT OF THE PROPERTY

6.1 Where evidence of live termites, termite damage or termite workings (mudding) was found in the building(s) then the risk of a further attack is extremely high.

Where evidence of live termites, termite damage or termite workings was found in the grounds but not in the building(s) then the risk to buildings must be reported as high to extremely high.

6.2 At the time of the Inspection, the degree of risk of subterranean termite infestation to the overall property was considered to be **Moderate to High**.

6.3 Subterranean Termite Treatment Recommendation: A management program in accordance with AS 3660-2000 to protect against subterranean termites is considered **not essential, but 6 to 12 monthly inspections are essential**.

6.4 Future Inspections: AS 3660.0-2000 recommends “regular competent Inspections should be carried out at least on an annual basis, but more frequent Inspections are strongly recommended”.

It goes on to inform that “regular Inspections will not prevent termite attack but may help in the detection of termite activity. Early detection will allow remedial treatment to be commenced sooner, and damage to be minimized”.

Due to the degree of risk of subterranean termite infestation noted above and all other findings of this Report; we strongly recommend that a full Inspection and written Report in accordance with AS 4349.3 or AS 3660.2-2000 is conducted at this property every 6 months, but no more than 12 months.

DEFINITIONS

Timber Pest Attack: Means Timber Pest Activity and/or Timber Pest Damage.

Timber Pest Activity: Means telltale signs associated with 'active' (live) and/or 'inactive' (absence of live) Timber Pests at the time of inspection.

Timber Pest Damage: Means noticeable impairments to the integrity of timber and other susceptible materials resulting from attack by Timber Pests.

Major Safety Hazard: Means any item that may constitute an immediate or imminent risk to life, health or property resulting directly from Timber Pest Attack. Occupational, health and safety or any other consequence of these hazards has not been assessed.

Conditions Conducive to Timber Pest Attack: Means noticeable building deficiencies or environmental factors that may contribute to the presence of Timber Pests.

Readily Accessible Areas: Means areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. The term 'readily accessible' also includes accessible subfloor areas on a sloping site where the minimum clearance is not less than 150 mm high, provided that the area is not more than 2 metres from a point with conforming clearance (i.e., 400 mm high by 600 mm wide); and areas at the eaves of accessible roof spaces that are within the consultant's unobstructed line of sight and within arm's length from a point with conforming clearance (i.e. 600 mm high by 600 mm wide).

Client: Means the person or persons for whom the Timber Pest Detection Report was carried out or their Principal (i.e., the person or persons for whom the report was being obtained).

Timber Pest Detection Consultant: Means a person who meets the minimum skills requirement set out in the current Australian Standard AS 4349.3 Inspections of Buildings. Part 3: Timber Pest Inspection Reports or state/territory legislation requirements beyond this Standard, where applicable.

Building and Site: Means the main building (or main buildings in the case of a building complex) and all timber structures (such as outbuildings, landscaping, retaining walls, fences, bridges, trees, and stumps with a diameter greater than 100 mm and timber embedded in soil) and the land within the property boundaries up to a distance of 50 metres from the main building(s).

Timber Pests: Means one or more of the following woods destroying agents which attack timber in service and affect its structural properties:

Chemical Delignification: The breakdown of timber through chemical action.

Fungal Decay: The microbiological degradation of timber caused by soft rot fungi and decay fungi, but does not include Mould, which is a type of fungus that does not structurally damage wood.

Wood Borers: Wood destroying insects belonging to the order 'Coleoptera' which commonly attack seasoned timber.

Termites: Wood destroying insects belonging to the order 'Isoptera' which commonly attack seasoned timber.

Tests: Means additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to attack by Timber Pests. Instrument testing of those areas and other visible accessible timbers/materials/areas showing evidence of attack was performed.

Instrument Testing: Means where appropriate the carrying out of Tests using the following techniques and instruments:

- (a) Electronic moisture detecting meter - an instrument used for assessing the moisture content of building elements.
- (b) Stethoscope - an instrument used to hear sounds made by termites within building elements.
- (c) Probing - a technique where timber and other materials/areas are penetrated with a sharp instrument (e.g., bradawl or pocket knife), but does not include probing of decorative timbers or finishes, or the drilling of timber and trees; and
- (d) Sounding - a technique where timber is tapped with a solid object.

IMPORTANT MAINTENANCE ADVICE REGARDING INTEGRATED PEST MANAGEMENT FOR PROTECTING AGAINST TIMBER PESTS

You should read and understand the following important information. It will help explain what is involved in a Timber Pest Inspection, the difficulties faced by a Timber Pest Inspector, and why it is not possible to guarantee that a property is free of Timber Pests. It also details important information about what you can do to help protect your property from Timber Pests. This information forms an integral part of the Report. Any structure can be attacked by Timber Pests. Periodic maintenance should include measures to minimise possibilities of infestation in and around a property. Factors which may lead to infestation from Timber Pests include situations where the edge of the concrete slab is covered by soil or garden debris, filled areas, areas with less than 400mm clearance, foam insulation at foundations, earth/wood contact, damp areas, leaking pipes, etc.; form-work timbers, scrap timber, tree stumps, mulch, tree branches touching the structure, wood rot, etc. Gardens, pathways, or turf abutting or concealing the edge of a concrete slab will allow for concealed entry by timber pests any timber in contact with soil such as form-work, scrap timbers or stumps must be removed from under and around the buildings and any leaks repaired. You should endeavor to ensure such conditions DO NOT occur around your property. We further advise that you engage a professional pest control firm to provide a termite management program in accord with AS 3660 to minimise the risk of termite attack. There is no way of preventing termite attack. Even AS 3660 advises that "the provision of a complete termite barrier will impede and discourage termite entry into a building. It cannot prevent termite attack. Termites can still bridge or breach barriers, but they can be detected more readily during routine inspections."

Reasonable access:

Unless specified in writing, the inspection only covered the Readily Accessible Areas of the Building and Site.

The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Areas which are not normally accessible were not inspected and include - but not limited to – inside walls, the interior of a flat roof or beneath a suspended floor filled with earth.

Building Interior, the Consultant did not move or remove any ceilings, wall coverings, flooring, floor coverings (including carpeting), furnishing, equipment, appliances, pictures, or other household goods. In an occupied property, furnishings or household items may be concealing evidence of timber pest attack which may only be revealed when the items are moved or removed.

Building Exterior, Roof Exterior and Site, the Consultant did not move or remove any obstructions such as wall cladding, awnings, trellis, earth, plants, bushes, foliage, stored materials, debris, or rubbish. Due to the 'secretive' nature of timber pests, it is possible that hidden damage may exist in concealed areas, e.g., wall framing. Damage may only be found when the obstruction is removed. In the case of buildings constructed on concrete slabs, if the edge of the slab or any weep hole or vent at the base of external walls is concealed by pavements, gardens, lawns, or landscaping then it is possible for termites to gain undetected entry into the building. The building of gardens or planting of shrubs close to the perimeter of the building can promote and conceal termite entry points. The storage of cellulose materials such as building materials and firewood near the ground or building may encourage termite activity.

Roof Space Obstructions such as roofing, stored articles, thermal insulation, sarking, and pipe/duct work may be concealing evidence of timber pest attack which may only be revealed when the obstructions are moved or removed. Also, bodily access should be provided to the interior of all accessible roof spaces. In accordance with Australian Standard ASS 4349 the minimum requirement is a 400mm by 500 mm access manhole.

Subfloor Space Subfloor areas should be kept free from all vegetation (including tree stumps) and other cellulose material which may encourage timber pest activity. Also, storage of materials in subfloor areas is not recommended as it reduces ventilation and makes inspection difficult. Obstructions may be concealing evidence of timber pest attack which may only be revealed when the obstructions are moved or removed. Bodily access should be provided to all accessible subfloor areas with the minimum requirement being a 500 mm x 400 mm access manhole. In the case of suspended floors, if the clearance between the ground and structural components is less than 400 mm, then the ground should be excavated to provide the required clearance, subject to maintaining adequate drainage and support to footings. If the subfloor has been sprayed for subterranean termites or if the area is susceptible to mould growth, appropriate health precautions must be followed before entering the area. Also, special care should be taken not to disturb the treated soil. Always seek further advice from the Consultant.

A further inspection is strongly recommended of those areas that were not readily accessible and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This will involve a separate visit to the site, permission from the owner of the property and additional cost.

Unless stated otherwise, any recommendation or advice given in this Report should be implemented as a matter of urgency.

A more invasive physical inspection is available and recommended:

As detailed above, there are many limitations to this visual inspection only. With the permission of the owner of the premises we WILL perform a more invasive physical inspection that involves moving or lifting insulation, stored items, furniture, or foliage during the inspection. We WILL physically touch, tap, test and when necessary, force/gouge suspected accessible timbers. We WILL gain access to areas, where physically possible and considered practical and necessary, by way of cutting traps and access holes.

This style of Report is available by ordering with several days' notice. Inspection time for this style of Report will be greater than for a VISUAL INSPECTION.

It involves disruption in the case of an occupied property, and some permanent marking is likely. You must arrange for the written permission of the owner who must acknowledge all the above information and confirm that our firm will not be held liable for any damage caused to the property.

A price is available on request.

Concrete slab homes:

Homes constructed on concrete slabs pose special problems with respect to termite attack. If the edge of the slab is concealed by concrete paths, patios, pavers, garden beds, lawns, foliage, etc. then it is possible for termites to affect concealed entry into the property, and they can then cause extensive damage to concealed framing timbers. Even the most experienced Inspector may be unable to detect their presence due to concealment by wall linings. Only when the termites attack timbers in the roof void, which may in turn be concealed by insulation, can their presence be detected. Where termite damage is in the roof, it should be expected that concealed framing timbers will be extensively damaged. With a concrete slab home, it is imperative that you expose the edge of the slab and ensure that foliage and garden beds do not cover the slab edge. Weep holes must be kept free of obstructions.

It is strongly recommended that you have a Termite Inspection in accordance with AS 3660.2 carried out every 6 to 12 months.

Subterranean termites:

No property is safe from termites. General Description of Attack Timber hollowed beneath; some cracking at the surface of timber; earthen channels present; or pale faecal spots present.

Important note:

As a delay may exist between the time of an attack and the appearance of telltale signs associated with the attack, it is possible that termite activity and damage exists though not discernible at the time of inspection.

Treatment After discovery of an active infestation, it is imperative that the species of termite is accurately identified before costly (and sometimes unnecessary or inappropriate) methods of treatment are initiated. Only economically important species which are known to attack timber structures should be treated.

In the case of economically important species, it is important that the termite workings are not further disturbed until the proposed method of control has been determined by a licensed pest control operator. Premature attempts to repair or replace infested timber may cause the termites to withdraw from the area temporarily, thereby hindering effective treatment. Any repair or replacement of infested timber should be carried out after the appropriate treatment has been completed.

Where evidence of active termites is detected within a building or within 50 metres of any building, it must always be assumed that the termites may also be active in areas of the property not inspected. Accordingly, where the termites are known to be of economic significance, a further (more invasive) inspection is strongly recommended of areas which were inaccessible, not readily accessible or obstructed at the time of inspection.

Termite Workings and Damage Where evidence of damage to building timbers exists, competent advice (e.g. from a licensed or registered building contractor) should be obtained to determine the extent of any structural damage and as to the need or otherwise for rectification or repair work.

Where evidence of inactive termites is located within the building, it is possible that termites are still active in areas of the property not inspected and they may continue to cause damage. A furthermore invasive inspection is strongly recommended of areas which were inaccessible, not readily accessible or obstructed at the time of inspection.

Where evidence of an inactive termite infestation exists, it is not possible, without benefit of further investigation and inspections over a period, to ascertain whether any infestation is active or inactive. Continued, regular, inspections are essential.

Where evidence of termite attack exists to any trees or tree stumps a more conclusive search should be undertaken. This may require the tree or stump to be drilled to determine the existence of a termite nest. In addition, the soundness and stability of any standing trees identified as being affected by termite attack should be confirmed. Always seek further advice from the Consultant.

Previous Treatments Where evidence of a possible termite treatment was located, the Client should obtain and keep on file all relevant documents pertaining to the extent of the treatment, any service warranties and advice in regard to the building owner's obligation to maintain the treatment and/or barrier. If evidence of a previous treatment of termite infestation is noted, and appropriate documentation is not available, the Client must assume that the termite infestation may still be active in areas of the property not inspected. Accordingly, a re-treatment may be required. Always seek further advice from the Consultant.

Frequency of Future Inspections Australian Standard AS 3660 recognises that regular inspections will not prevent termite attack but may help in the detection of termite activity. Early detection will allow remedial treatment to be commenced sooner and damage to be minimised.

Inspections at intervals not exceeding twelve (12) months are recommended. Where the termite risk is high or the building type susceptible to termite attack, more frequent inspections (3-6 months) should be undertaken.

Risk management options:

To help protect against financial loss, it is essential that the building owner immediately control or rectify any evidence of destructive timber pest activity or damage identified in this inspection report. The Client should further investigate any high-risk area where access was not gained. It is strongly advised that appropriate steps be taken to remove, rectify or monitor any evidence of conditions conducive to timber pest attack.

To help minimise the risk of any future loss, the Client should consider whether the following options to further protect their investment against timber pest infestation are appropriate for their circumstances:

Undertake thorough regular inspections at intervals not exceeding twelve months or more frequent inspections where the risk of timber pest attack is high, or the building type is susceptible to attack. To further reduce the risk of subterranean termite attacks, implement a management program in accordance with Australian Standard AS 3660. This may include the installation of a monitoring and/or baiting system, or chemical and/or physical barrier. However, AS 3660 stresses that subterranean termites can bridge, or breach barrier systems and inspection zones and that thorough regular inspection of the building are necessary.

CONTACT THE INSPECTOR

Please feel free to contact the Inspector who carried out this inspection. Often it is very difficult to fully explain situations, problems, access difficulties or timber pest activity and/or damage in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this Report, then you should immediately contact the Inspector and have the matter explained to you.

If you have any questions at all or require any clarification, then contact the Inspector prior to acting on this Report.

NOTICE TO THE PURCHASER

(a) Prior to or on Exchange, and prior to the commencement of the 'Cooling-off Period', you were given an Inspection Report on the Property you intend on purchasing ("the Report"). The Purchaser is advised that this Report reflects the condition of the property existing at the time of the Inspection (Inspection Date) and may not reflect the current state. Timber Pests, particularly Termites, may have gained entry to the property since the Inspection Date. Termites can, in a relatively short period, cause significant damage to both structural and non-structural timbers within and around the buildings of the Property.

Termites (white ants) may be difficult to detect and much of the damage caused may not be readily visible. If damage exists, then it may cost thousands of dollars to repair.

It is, therefore, very strongly recommended that you urgently arrange for another Inspection and Report in accordance with AS4349.3 to be carried out prior to exchange, or prior to the expiration of any 'Cooling off Period', and prior to settlement.

(b) If the Report indicated the presence of Termites, termite damage or recommends any treatments or other Inspections and Reports, you should obtain copies of the treatment proposal, any certificates of treatments carried out, details of all repairs including copies of quotations, invoices, and any other Reports.

It is strongly recommended that you arrange for an Inspection and Report in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2 and a further building Inspection in accordance with AS 4349.1.

(c) If you fail to procure a further Inspection and report as recommended in (a) and (b), or fail to obtain copies of the treatment proposal, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other reports as recommended in (b) above, then it will be deemed that you have decided not to have a further Inspection and report carried out, or to obtain copies of certificates of treatments carried out, details of all repairs including copies of quotations, invoices and any other reports.

It will be deemed that you have relied upon your own enquiries and the report, knowing the possible consequences and that the condition of the property, as stated in the report, may have changed.

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

Compliance Report



COMPLIANCE REPORT

This is a Compliance Report regarding any unapproved structures or alterations. ACT Property Inspections have accessed the attached Building File from ACT Planning and Land Authority (ACTPLA) and hold no responsibility for any inaccuracies in the Building File supplied by ACTPLA. The Compliance report is based solely upon the information available from the Building File which does not contain information regarding Plumbing or Electrical work that has taken place since the original construction. Information regarding the Plumbing and Electrical is available upon application from ACTPLA. Since we are not Plumbers or Electricians, we are unable to comment on those works. If structures have been noted as requiring approval, a Certifier should be engaged to assess if the structure will comply with the relevant ACT legislation. Owners must be aware that unapproved structures may not comply and may require significant repair, design change or possible removal.

Property Address: 1/131 Britten-Jones Drive, Holt ACT 2615

Unit, Block & Section: Unit 1 Block 1 Section 117 HOLT

Inspection Date: Tuesday, March 3rd 2026

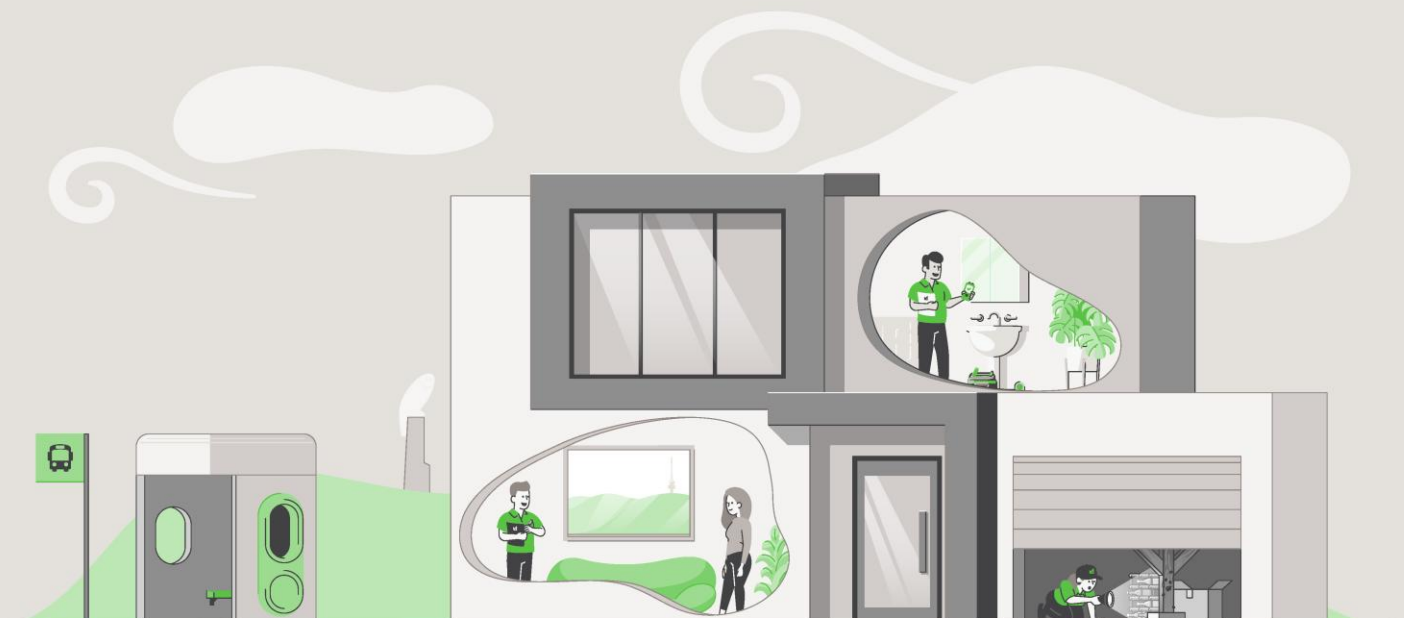
APPROVAL STATUS

Description	Plan number	Certificate of occupancy date	Approval status
Townhouse Unit 1	996839/A	10/08/2000	Approved.
Proposed Glass Enclosure	B20163509/A	24/01/2017	Approved.
Rear low height deck	-	-	This work is exempt from approval. No action is required.

SURVEY REPORT

Survey Report completed by	Date Survey report was completed	Comments
John Rae & Associates	Tuesday, 19 January 1999	There are no apparent encroachments upon this land or by this property on adjoining lands or street.

Conveyancing File



CONVEYANCING BUILDING FILE INDEX

SUBURB: **HOLT** SECTION: **117** BLOCK: **1** UNIT: **1** EX GOV: **NO**

COU ISSUED Y/N	PLAN NUMBER	FOLIO NO.	DESCRIPTION OF WORK	AMEND	DETAILS	PERMIT NUMBER	COU PLAN NO. & DATE
Y	996839/A	-	TOWNHOUSE UNIT 1				
		-				996839/A	
		-					996839/A 10/08/2000
Y	B20163509/A	-	PROPOSED GLASS ENCLOSURE			B20163509/A	
		-					B20163509/A 24/01/2017

For any incomplete approvals please email acbuildingconveyance@act.gov.au for further information on how to complete.

Drainage Plan Number: 103053

Survey: Y (01)

Comments:

CONVEYANCING PART 2

No information is provided in respect of electrical, drainage or sewer matters and or to the location of overhead power lines or underground cables in relation to the building.

	<u>Yes</u>	<u>No</u>
1. (a) Is this a government or ex government house?	☐	☒
(b) If yes, is there a building file with approvals on it?	☐	☐
2. Is there any record of incomplete building work on the building file?	☐	☒
If yes - file copies attached		
3. Are there any records on the building file of current (within 5 years) housing Indemnity insurance policies for building work? If yes - file copies attached	☐	☒
4. Are there any records on the building file showing building applications still being processed? (Current within 3 years) If yes - file copies attached	☐	☒
5. Are there any records on the building file in relation to loose-fill asbestos insulation?	☐	☒
If available, copies of the following documents are provided:		
• Certificate/s of Occupancy and Use	☒	☐
• Survey Certificates	☒	☐
• Unit Plan/Unit Entitlements (if property is unit titled)	☒	☐
• Approved Building Plans	☒	☐
• Ex- government Building Plans*	☐	☒
If requested:		
• Drainage Plan(s)	☒	☐

ASBESTOS

The ACT Government is not able to guarantee the accuracy of the information in this report.

You should make your own enquiries and obtain reports (from a licensed Asbestos Assessor) in relation to the presence of loose fill asbestos insulation (and other forms of asbestos) on the premises. For more information go to the Asbestos Awareness Website –

www.asbestos.act.gov.au

Please note: Development Approval plans will not be included in this report (We do not receive Development Approval Plans unless they are part of a Building Approval in which case they become Building Approval Plans), if development approval was granted you can request copies of the Development Approval plans from ACEPDcustomerservices@act.gov.au.

Please Note: Building approvals that have been generated via eDevelopment will be issued with a project number prefixed by the letter B. Initial building approval documentation will be identified with project number B20XXXX 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: Tony

Cost of application: \$ 144.79

Date completed:

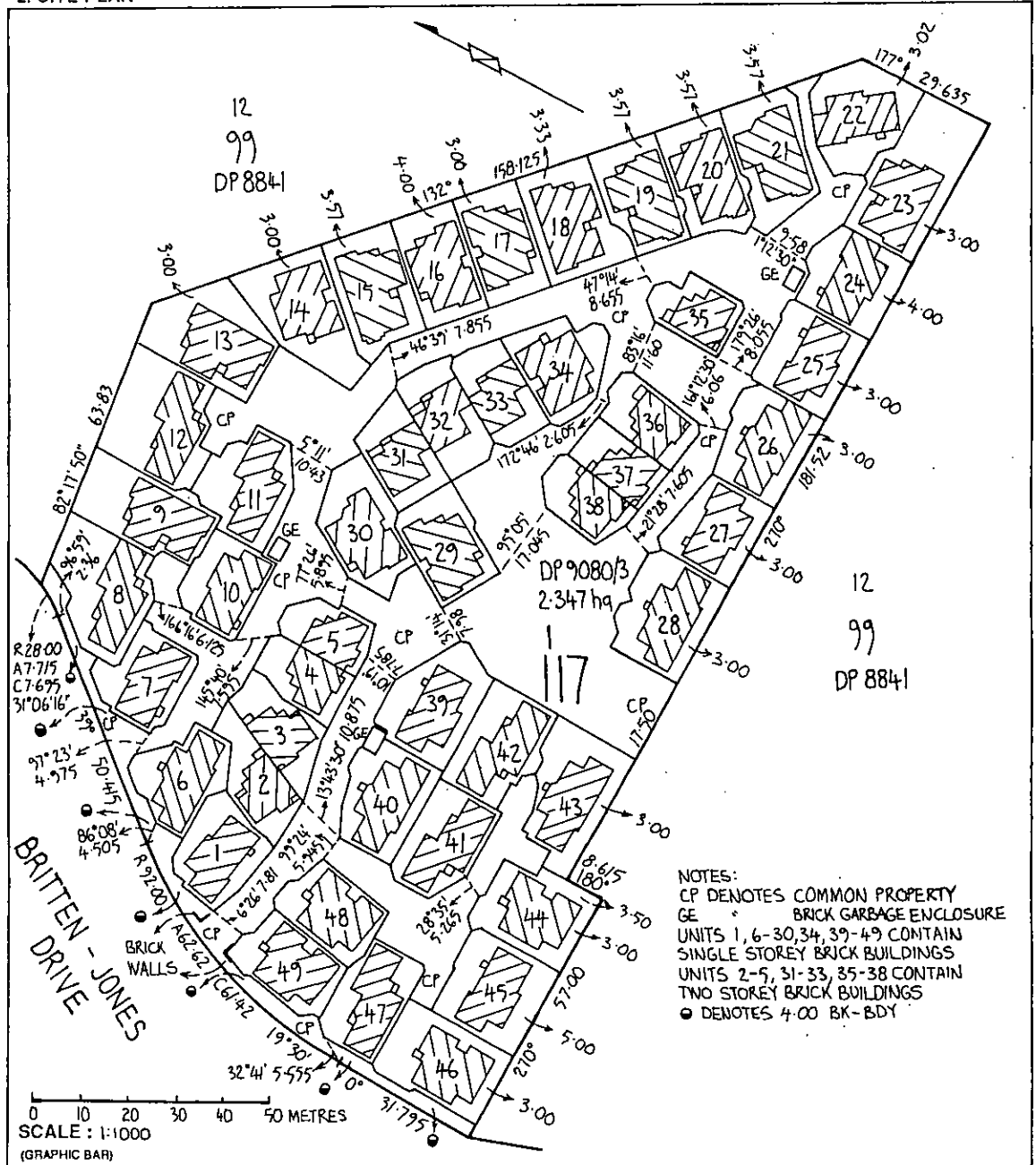
03/03/2026

UNITS PLAN No 1869

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
HOLT	117	1

2. SITE PLAN



3. EXECUTION

Registrar General GOVERNMENT OF THE STATE OF PALESTINE 2/6/00	P. Sel' 2/6/00 REGISTERED Surveyor	Monica Saad Monica Saad Delegate of the Minister
--	--	--

FORM 2			LAND TITLES (UNIT TITLES) ACT 1970		SHEET No. <u>3</u> OF <u>28</u> SHEETS	
ANNEXURE TO SCHEDULE OF UNIT ENTITLEMENTS						
UNITS PLAN No. <u>1869</u>						
DISTRICT/DIVISION <u>HOLT</u>			SECTION <u>117</u>		BLOCK <u>1</u>	
COLUMN 1			COLUMN 2			
UNIT NO.	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	CERTIFICATE OF TITLE			
			VOLUME	FOLIO		
1	188	—	1592	1		
2	192	—	1592	2		
3	187	—	1592	3		
4	192	—	1592	4		
5	192	—	1592	5		
6	199	—	1592	6		
7	183	—	1592	7		
8	204	—	1592	8		
9	240	—	1592	9		
10	183	—	1592	10		
11	196	—	1592	11		
12	206	—	1592	12		
13	238	—	1592	13		
14	204	—	1592	14		
15	241	—	1592	15		
16	215	—	1592	16		
17	215	—	1592	17		
18	234	—	1592	18		
19	236	—	1592	19		
20	241	—	1592	20		
21	236	—	1592	21		
22	192	—	1592	22		
23	234	—	1592	23		
24	195	—	1592	24		
Aggregate						
			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:			
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated this <u>Eighteenth</u> day of <u>August</u> 19 <u>2000</u> <u>Monica Saad</u> Monica Saad Delegate of the Minister			Volume <u>1591</u> Folio <u>100</u>  Andrew Taylor Registrar-General  Deputy Registrar - General			

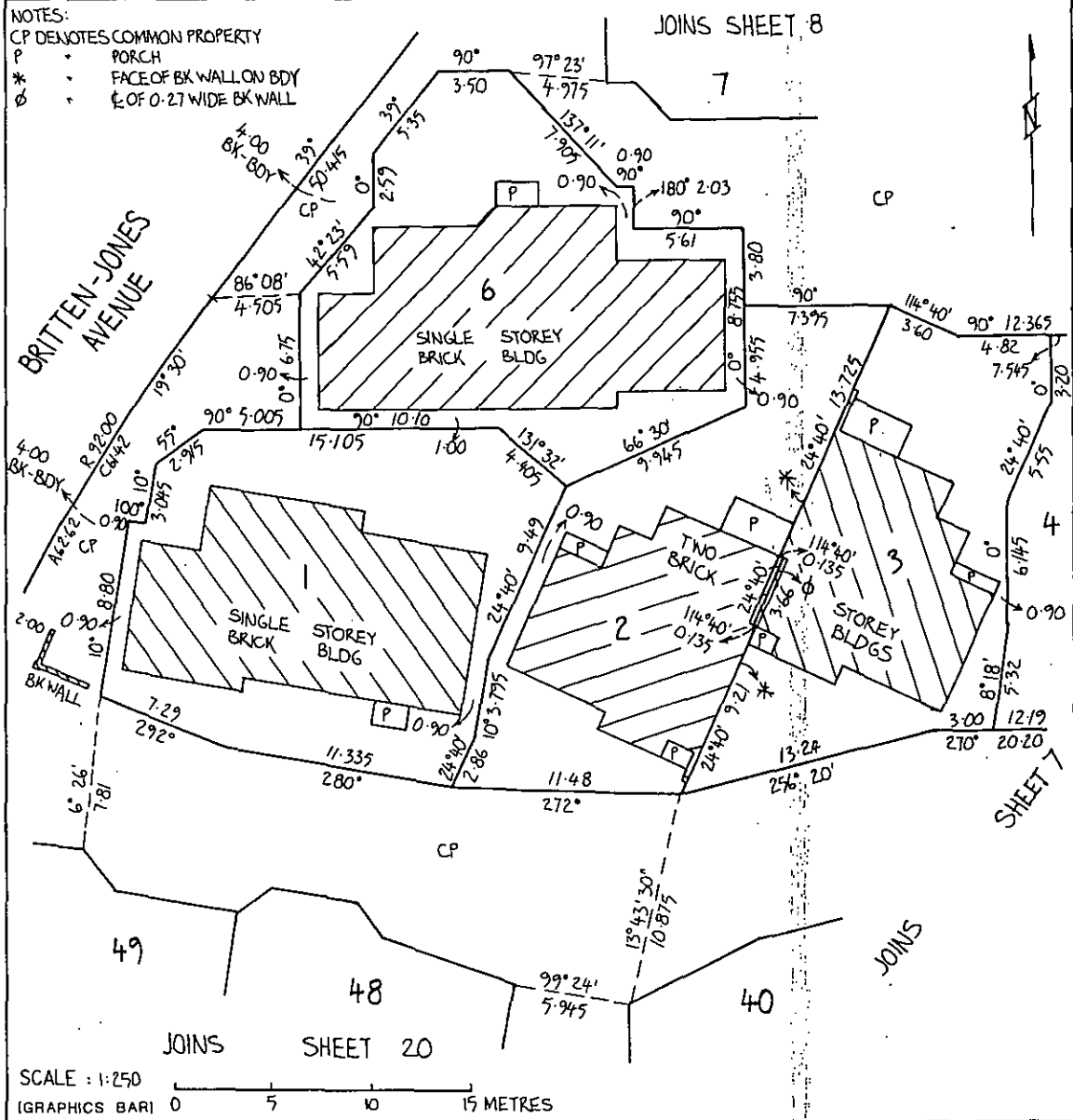
UNIT PLAN No 1869

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
HOLT	117	1

2. FLOOR NUMBER - GROUND LEVEL - CLASS "B" UNITS

3. FLOOR PLAN (Please indicate class of Units ie Class "A" or "B")



3. EXECUTION

Registrar of Deeds Cape Town 15/11/15 Applicant	Monica Saad Monica Saad Delegate of the Minister
---	---

JOHN RAE & ASSOCIATES

ACN 081 479 736

CONSULTING SURVEYORS

LAND, ENGINEERING & MINING

Peter J Selfe B App Sci (S&C), Grad Dip (S.P.C.), M.I.S. Austl
REGISTERED SURVEYOR

Raymond C Starr
MANAGING DIRECTOR



INSTITUTION OF SURVEYORS
AUSTRALIA

263
2/14-16 Huddart Court
MITCHELL ACT 2911

Postal Address
PO Box 574
MITCHELL ACT 2911

Phone: (02) 6262 2622
Fax: (02) 6262 2633
Mobile: 0412 337 612

PS.LW - 20237

19th January, 1999

The Manager,
B & T Homes,
65 Dumas Street,
McKELLAR A.C.T. 2617

Dear Sir,

As instructed, we have surveyed land at Holt in the Division of Holt, District of Belconnen, having a total frontage of 152.545 metres to Britten-Jones Drive being **Block 1 Section 117 Deposited Plan Numbered 9080/3** as shown by red edging in the sketch plan below.

Upon this land stands the brick foundations of buildings in the course of erection to be on completion 46 cottage residences.

The sketch shows the positions of the foundations relative to the boundaries.

Other than as stated or referred to above, there are no apparent encroachments upon this land or by this property on adjoining land or street.

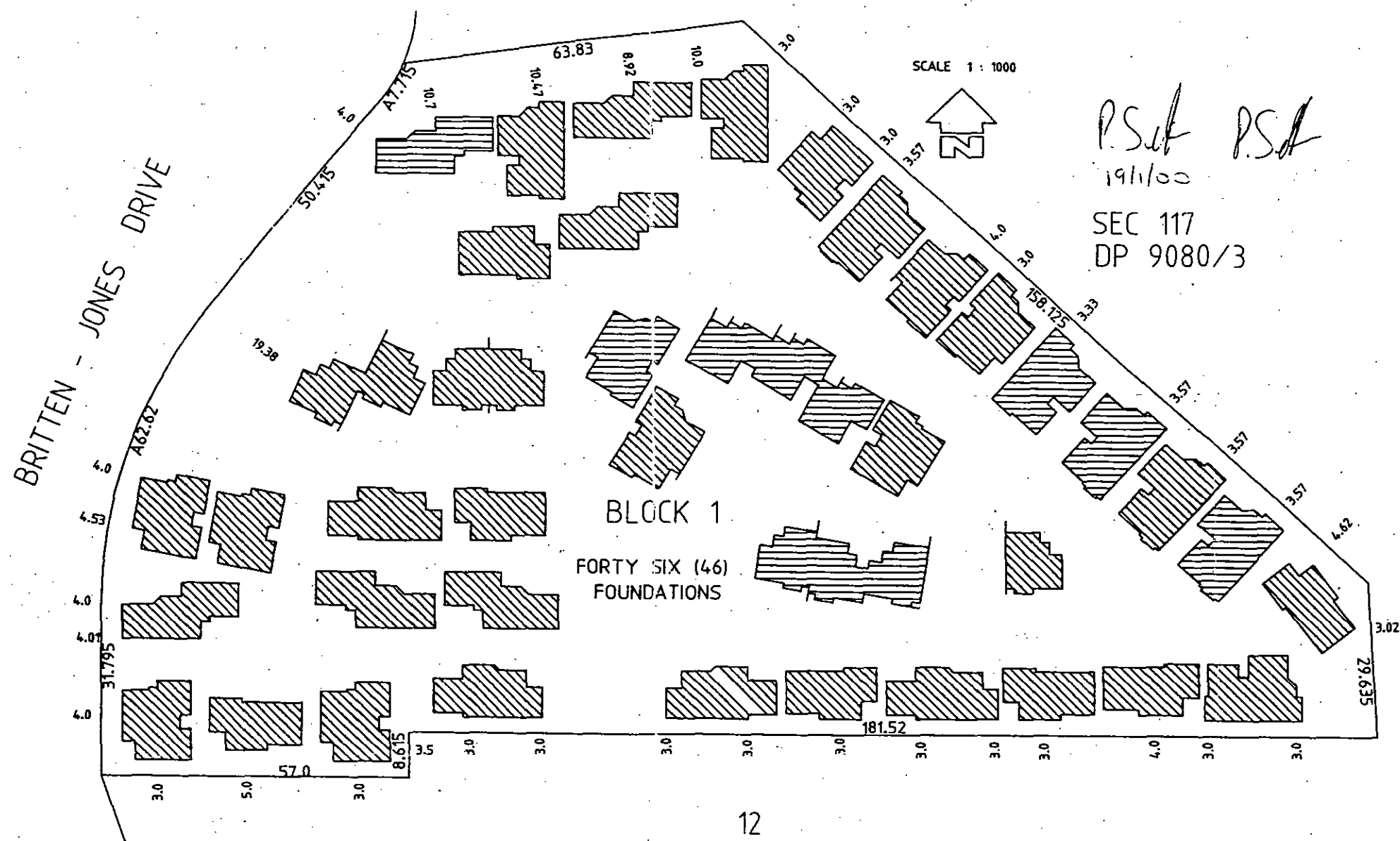
Yours faithfully,
JOHN RAE & ASSOCIATES.

P. Selfe P. Selfe

Peter Selfe
Registered Surveyor

262

262





337
339

ACT Building, Electrical and Plumbing Control

GPO Box 1908, Canberra ACT 2601

Certificate of Occupancy and Use

Certificate No. 996839N1C1

This Certificate is issued in accordance with Section 53 (3) of the Building Act 1972.

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.

Builder B AND T HOMES PTY LTD	Site for Project Address 131 BRITTEN-JONES DRIVE
Notice of Intention to Start Work Nu 996839N1	Suburb HOLT Section 117 Block 1
	Plan 996839/A

Building Work

Nature of Work	Project/Item Description	Unit	Other Description	Class of Occupancy	Type of Construction
NEW MEDIUM DENSITY	TOWNHOUSE	1		1a (i)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	2		1a (ii)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	3		1a (ii)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	4		1a (ii)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	5		1a (ii)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	6		1a (i)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	7		1a (i)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	8		1a (i)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	9		1a (i)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	10		1a (i)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	11		1a (i)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	12		1a (i)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	13		1a (i)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	14		1a (i)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	15		1a (i)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	16		1a (i)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	17		1a (i)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	18		1a (i)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	19		1a (i)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	20		1a (i)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	21		1a (i)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	22		1a (i)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	23		1a (i)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	24		1a (i)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	25		1a (i)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	26		1a (i)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	27		1a (i)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	28		1a (i)	NA

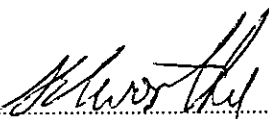
Nature of Work	Project Item Description	Unit	Other Description	Class of Occupancy	Type of Construction
NEW MEDIUM DENSITY	TOWNHOUSE	29		1a (i)	NA
MEDIUM DENSITY	TOWNHOUSE	30		1a (i)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	31		1a (ii)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	32		1a (ii)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	33		1a (ii)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	34		1a (i)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	35		1a (i)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	36		1a (ii)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	37		1a (ii)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	38		1a (ii)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	39		1a (i)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	40		1a (i)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	41		1a (i)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	42		1a (i)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	43		1a (i)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	44		1a (i)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	45		1a (i)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	46		1a (i)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	47		1a (i)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	48		1a (i)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	49		1a (i)	NA
NEW	SITE WORKS FOR UNITS			10b	NA

338

Comments

Important note:

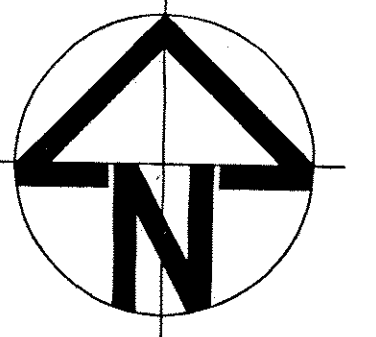
1. Residential building statutory warranties and residential insurance apply in relation to building work.
2. The issue, under this Part, of a certificate in respect of a building or portion of a building does not affect the liability of a person to comply with the provisions of a law of the Territory (including this Act) relating to the building or portion of the building.


 STEPHEN ELWORTHY
 Deputy Building Controller

10/18/20
 Date

9916092903

PROJECT:
Proposed Multi-Unit
Development on
Block: 1 Section: 117
Holt



Plan No. 9916092903
25 SEP 1999
Received DEPCON
URBAN SERVICES DEPT

DWG. No.
991008-S1

Sheet location plan.
(not to scale).

ACT HOUSE ENERGY RATING
29 MAR 1999
D. MALLITO 950008
Accredited Assessor

LAND (PLANNING AND ENVIRONMENT)
ACT 1991
APPROVAL GRANTED
PURSUANT TO SECTION 230 OR 235
24 MAY 1999
Delegate of the Minister

NO.	DATE	DESCRIPTION	BY	CHK
REVISIONS				

O Z T A L
ARCHITECTS

ARCHITECTS • PLANNERS • INTERIOR DESIGNERS

CANBERRA
33 MOORE STREET
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CLIENT:
**CONSOLIDATED
BUILDERS PTY LTD**

DRAWING TITLE:
SITE PLAN

SCALE:	1:200	DATE:	FEB 1999
DESIGNED:	DM, FP	PLOT DATE:	26
DRAWN:	FS	CHECKED:	
JOB/DWG NO.	991008-S1	REVISOR:	

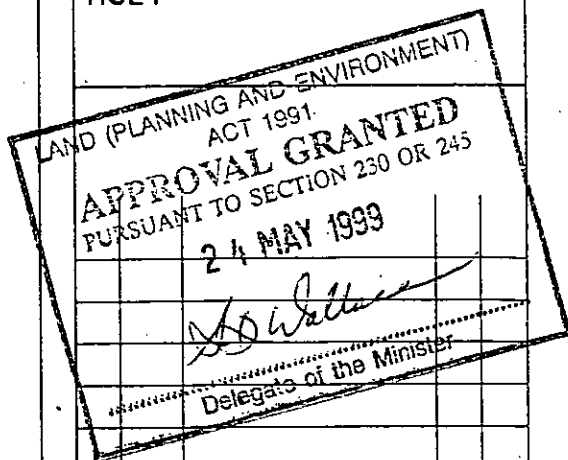
DRAWING STATUS:
☐ DEVELOPMENT APPROVAL. ☐ FO
☐ BUILDING APPROVAL. ☐ FO



BUILDING APPROVAL
BUILDING APPROVAL OR PART THEREOF
ISSUED UNDER 634 OF THE BUILDING
ACT 1972 IS ON A SEPARATE DOCUMENT
DATE 24 MAR 1999
DATE

Fig No: 996839/A

PROJECT:
Multi-Unit Development on
Block 1
Section 117
HOLT



NOTE:
PROVIDE ARTIFICIAL LIGHT &
MECHANICAL VENTILATION TO
ENS.

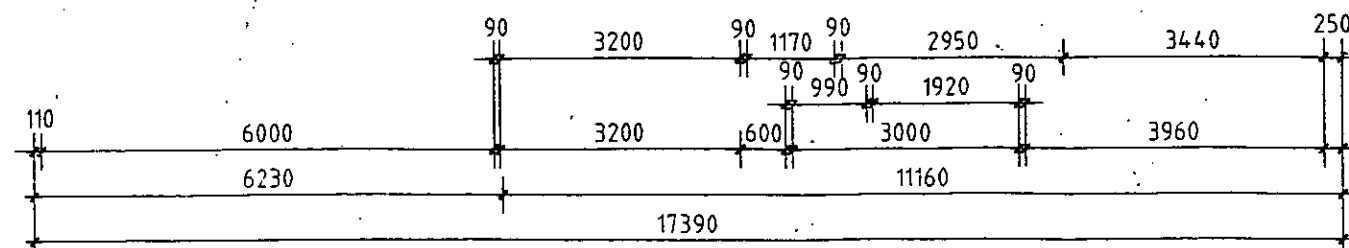
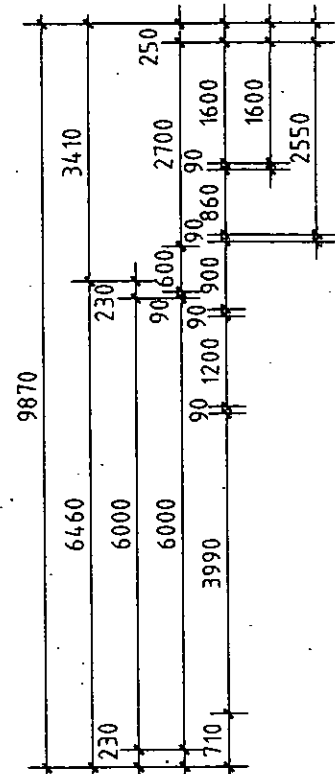
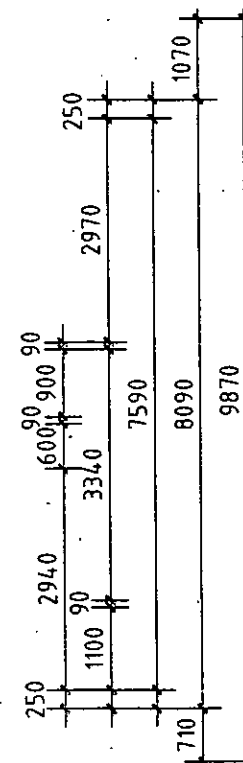
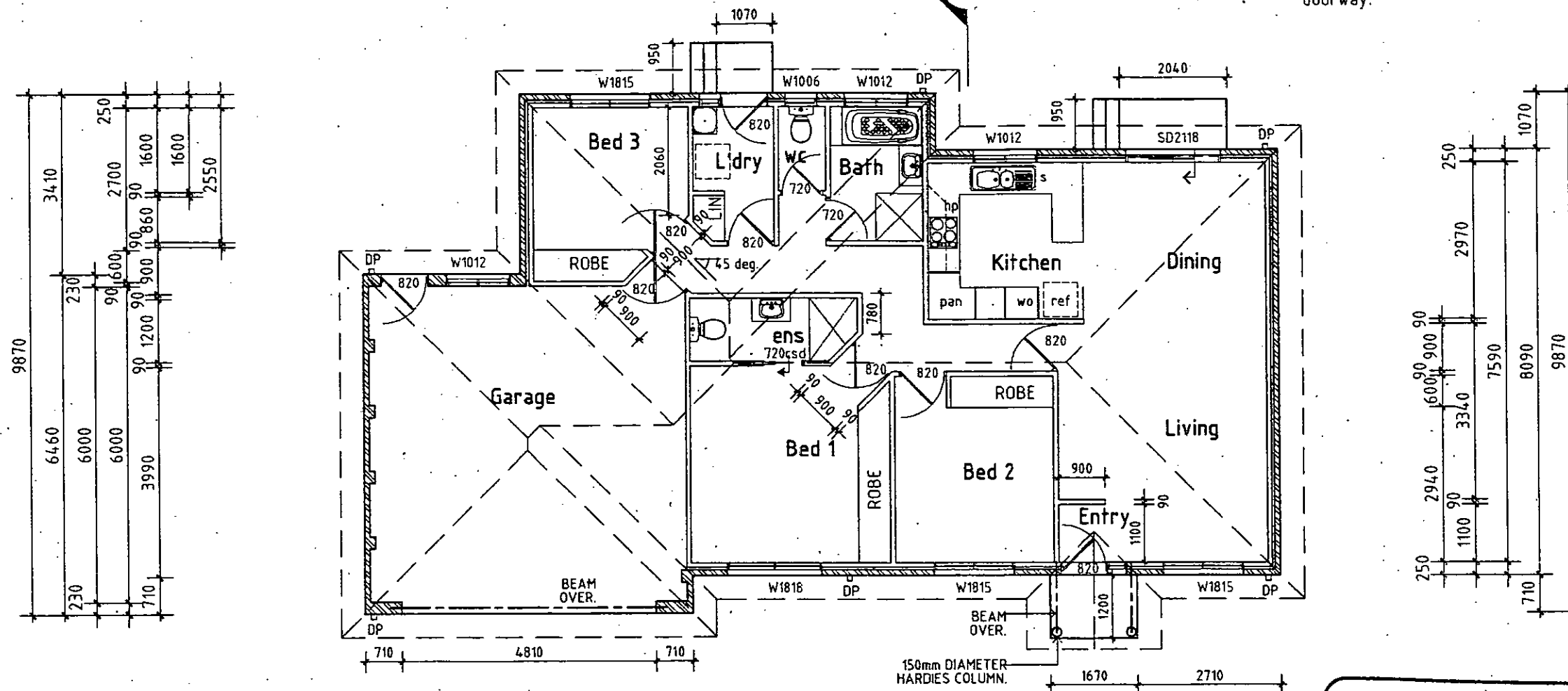
BUILDING APPROVAL.
BUILDING APPROVAL, OR PART THEREOF
ISSUED UNDER s34 OF THE BUILDING
ACT 1972, IS ON A SEPARATE DOCUMENT.

GIUSEPPE GIOFFRE

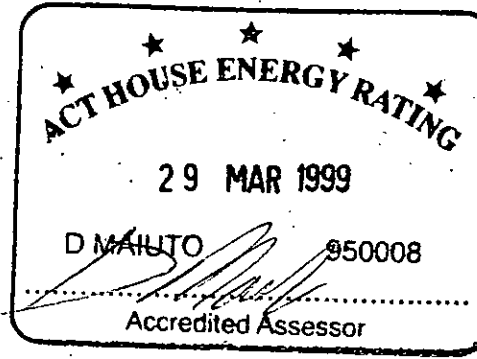
20 SEP 1999

DATE

Note: (TO WC)
fit frame type so
that door is readily
removable from
outside of compartment
OR door to swing out
of compartment if not
achieving 1200 from pan
to nearest part of
doorway.



AREA:
LIVING: 107.48 sqm.
GARAGE: 39.06 sqm.
PORCH: 2.04 sqm.



NO.	DATE	DESCRIPTION	BY:	CH:

O Z T A L
ARCHITECTS
ARCHITECTS • PLANNERS • INTERIOR DESIGNERS

CANBERRA
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CLIENT:
**CONSOLIDATED
BUILDERS PTY LTD.**

DRAWING TITLE:
**Floor Plan
UNIT 1- TYPE G**

SCALE:	1:100	DATE:	Feb 99
DESIGNED:	DM, FP	PLOT DATE:	16 March 99
DRAWN:	FS	CHECK:	
JOB/DWG No:	991008-U1\1		

DRAWING STATUS:

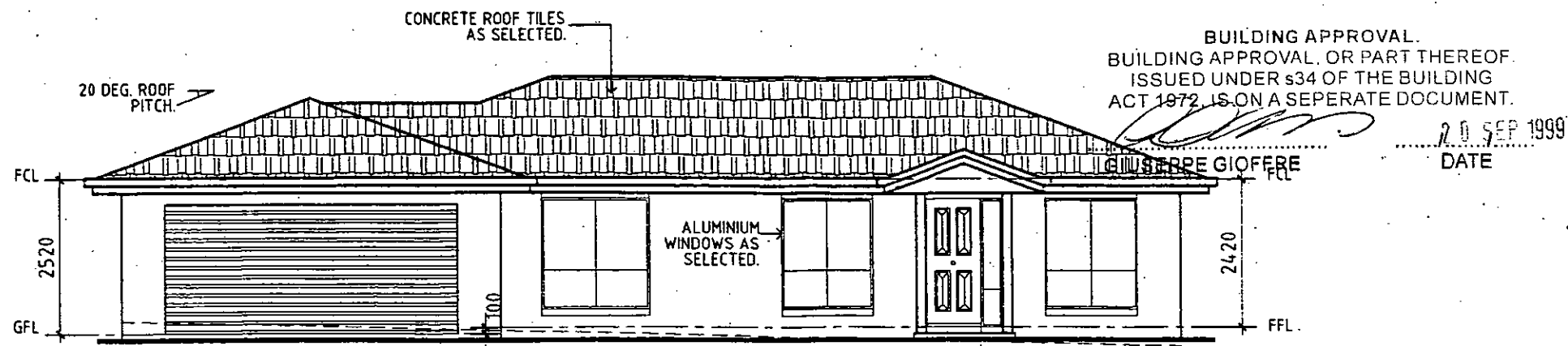
☒ DEVELOPMENT APPROVAL.

☒ BUILDING APPROVAL.

☐ FOR TENDER.

☐ FOR CONSTRUCTION.

CAD FILE: server-acad drawings\consolid builders\1-117 holt

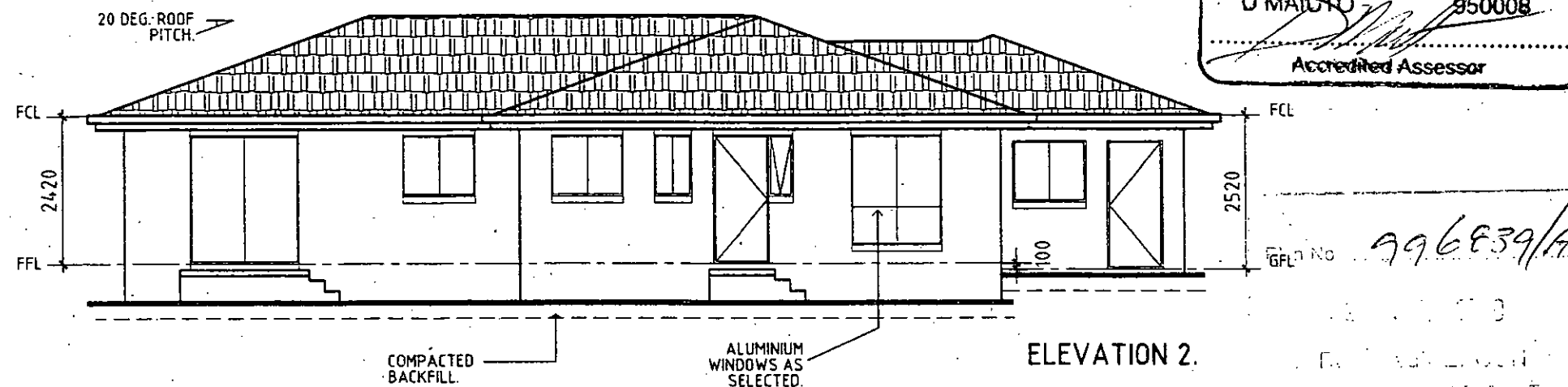


ELEVATION 1.

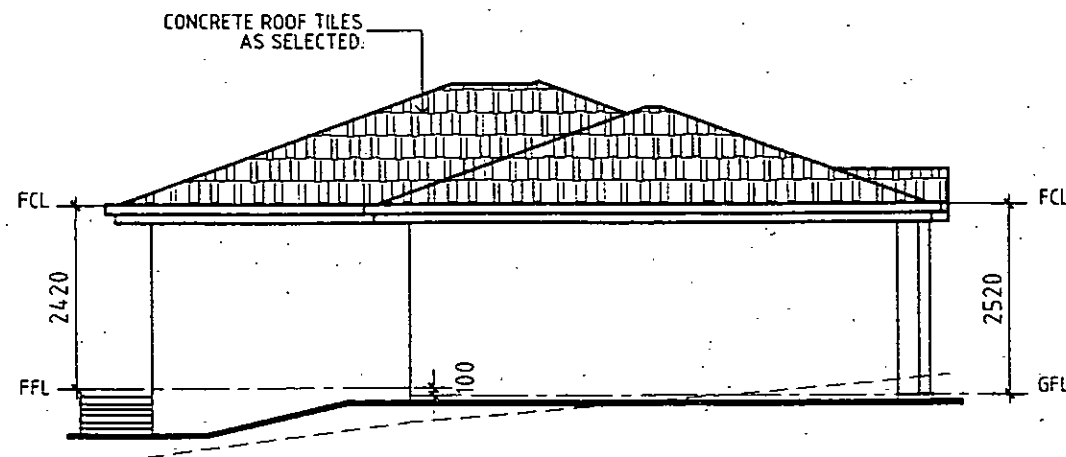
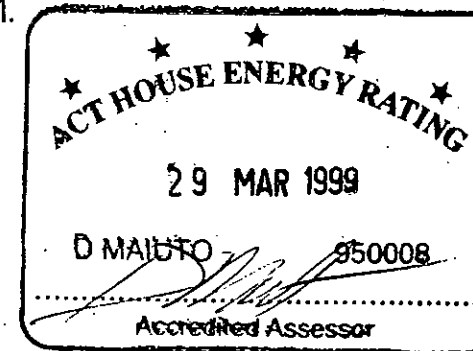
BUILDING APPROVAL.
BUILDING APPROVAL, OR PART THEREOF,
ISSUED UNDER s34 OF THE BUILDING
ACT 1972, IS ON A SEPARATE DOCUMENT.

20 SEP 1999
DATE

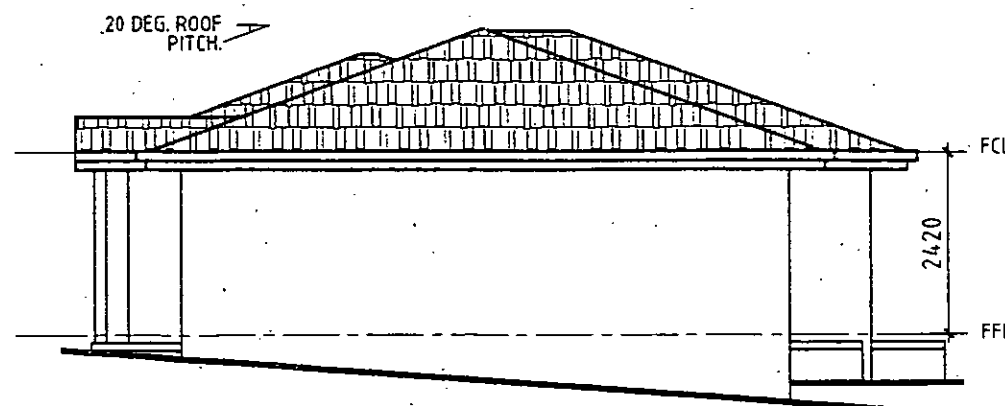
GIUSEPPE GIOFFRE



ELEVATION 2.

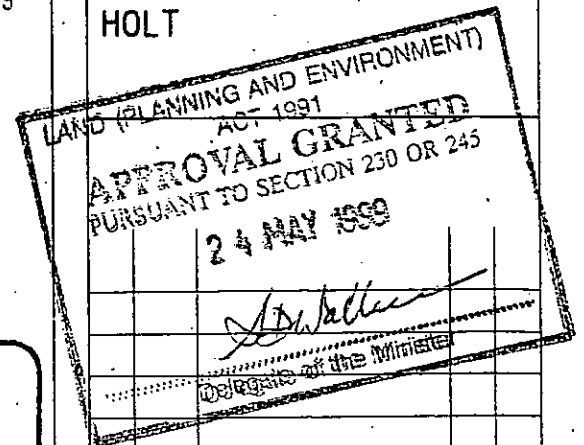


ELEVATION 4.



ELEVATION 3.

PROJECT:
Multi-Unit Development on
Block 1
Section 117
HOLT



NO: DATE: DESCRIPTION: BY: CH:

REVISIONS.

O Z T A L
ARCHITECTS

ARCHITECTS • PLANNERS • INTERIOR DESIGNERS

CANBERRA SYDNEY
33 MOORE STREET 133-135 ALEXANDER STREET
TURNER ACT 2612 CROWS NEST NSW 2085
GPO BOX 2170 PH: (02) 9965 7239
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FAX: (02) 6257 3385

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HOLDER.

CLIENT:
**CONSOLIDATED
BUILDERS PTY LTD.**

DRAWING TITLE:
**Elevations
UNIT 1 - TYPE G**

SCALE: 1:100 DATE: Feb 99

DESIGNED: DM, FP PLOT DATE: 16 March 99

DRAWN: FS CHECK: REV:

JOB/DWG No: 991008-U1\2.

DRAWING STATUS:
☒ DEVELOPMENT APPROVAL.
☒ BUILDING APPROVAL.
☐ FOR TENDER.
☐ FOR CONSTRUCTION.

CAD FILE: server-acad drawings\consolid builders\1-117 holt

NOTES

General

Builder to provide all labour, materials, fittings, plant, tools, permits, insurances etc necessary for the proper completion of the work and ensure that all labour and materials in all trades are the best of their respective kinds.

Builder is to visit the site and inform himself of scope of work prior to commencing.

Follow figured dimensions on the drawings. Check and verify dimensions prior to starting any work.

Building setbacks and dimensions to be verified by surveyor prior to commencing any work.

Materials and workmanship to be in accordance with the Building Code of Australia, the A.C.T. Appendix and all other relevant codes.

Builder shall be responsible for the general water tightness of the entire works in all trades.

Footings

Footings to be in accordance with AS 2870 part 1

Footings to be taken down to solid ground.

Brickwork

Brickwork as selected with an applied finish.

Generally 230x110x76mm bricks bonded in stretcher bond.

Mortar to comply with the requirements of relevant SAA codes. cement mortar:

- 6 part sand
- 1 part cement
- 1 part lime

LINTELS FOR BRICKWORK

Where spans are up to 1500mm provide 150mm bearing onto brickwork.

Where spans are over 1500mm provide 230mm bearing onto brickwork.

Where steel angles are used ensure that the longer leg is placed vertical.

Span of Lintel

opening
up to: 1200mm 76x10mm bar
1201 to 1500mm 76x76x10 angle
1501 to 2400mm 127x76x10 angle
2401 to 3000mm 152x89x10 angle

Provide damp proof course at bearer seating level

Provide stepped cavity flashing with weep holes at 1200mm centres to the external brick skin at ground floor level, under window sills and in brickwork above windows.

External Steps to be 75mm reinforced concrete.

Riser: 172mm Going: 265mm min. unless otherwise noted.

Concrete Slab

Reinforced Concrete slab on ground to be constructed in accordance with AS 2870.1

Provide clean well consolidated fill under slab as required. Where fill exceeds 400mm provide 230mm brick piers on 400x400x250mm concrete pads at 1500 ctrs. with 2 layers (top&bottom) of reinforcing fabric in slab above piers.

0.2mm polyethylene moisture barrier under concrete slab.

Provide reinforced concrete strip footing or thickening in slab under load bearing walls as per AS 2870.1

Timber Stud work

All timberwork to comply with the requirements of AS 1684 National Timber Framing Code

90x35 Pine plates and nogging. Provide second 90x45 top plate to all load bearing walls.

90x35 pine studs at 450 ctrs to all load bearing walls and at 600 ctrs to non-load bearing walls. Provide 90x45 f8 studs to both sides of openings carrying lintels

F8 timber to walls supporting trusses with spans greater than 6 m.

50x38mm ceiling battens at 450 ctrs.

10mm Plasterboard wall and ceiling lining.

Fibrous cement sheet wall lining to eaves.

Roof

Trusses at 900mm ctrs. fixed to manufacturers specifications.

Lintel size to truss manufacturers charts.

20 degree Roof pitch. Roof tiles as selected.

Metal Fascia and gutter as selected.

Plasterer/Internal Linings

Wall framing to all rooms to be covered with close joint linings: the joints being backed with either noggings or studs as required by manufacturer. All linings shall be securely fixed.

Plasterboard (min 10mm thick) wall and ceiling lining

Fibrous cement sheet wall lining to wet areas.

Provide cornice or as selected shall be fixed at intersections of all beam and wall junctions with ceilings.

Drainage and Plumbing

Provide all necessary drainage required for the discharge and connection to appropriate ties of sewerage, stormwater and other drainage services as required for the proper functioning of the facilities as required by the appropriate Authorities.

Provide all agricultural drains as required to divert water and moisture which may cause seepage to the building structure.

Provide all necessary plumbing materials and service required for the proper operation of all sanitary fixtures and fittings, water supply and reticulation, roof plumbing, flashings and the like as necessitated by the works.

Painter

Provide all painters work as required by the builder and as necessitated by the nature of the job. Work to be finished in the best manner, ensure surfaces are smooth and perfectly conditioned to take the applied finish.

Electrical

Supply erect and connect all necessary material to complete the electrical installation for its full satisfactory operation and in accordance with authorities requirements, relevant codes and regulations and as directed by the builder.

Forward all notices, arrange for all inspections as required by the relevant Authorities.

Smoke alarms are to be installed in accordance with BCA, Building note 19 and to comply with AS 3786. Smoke alarms are to be connected to mainspower with battery back, and wired in accordance with AS 3000.

Windows

Provide all necessary materials, fixings, frames, glazing, fly screens and the like conforming to all relevant trade practices and codes. Ensure the correct operation of windows, sliding doors and the like, ensuring correct protection from water and the like.

External

Ground levels, and steps are approximate only. Actual ground/site conditions to be verified prior to construction.

Fibrous cement sheet linings to eaves.

Landing on brick walls to be 100mm thick reinforced with 1 layer f718 mesh.

Brick courtyard walls to be 1800mm high. 230mm brickwork up to 500mm high above ground level and 110mm brickwork with engaged piers at 1500ctrs up to 1500mm height max.

Provide yard sumps as required.

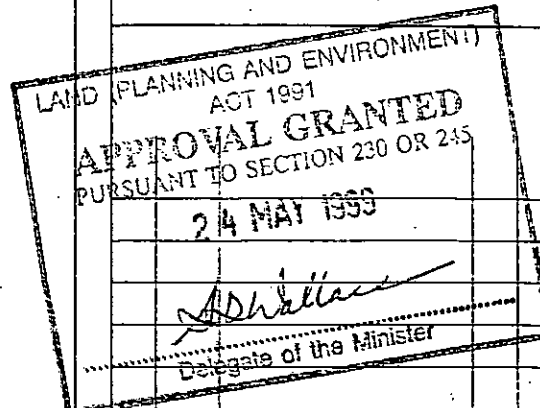
All roof skylights are to be a minimum distance of 1000mm from any adjoining unit boundary.

BUILDING APPROVAL.
BUILDING APPROVAL, OR PART THEREOF
ISSUED UNDER S34 OF THE BUILDING
ACT 1972, IS ON A SEPERATE DOCUMENT

GIUSEPPE GIOFFRE

27 SEP 1999
DATE

File No: 996839/A



NO: DATE: DESCRIPTION: BY: CH

REVISIONS.

O Z T A L
ARCHITECTS

ARCHITECTS • PLANNERS • INTERIOR DESIGNERS

CANBERRA 33 MOORE STREET TURNER ACT 2612 GPO BOX 2170 CANBERRA CITY ACT 2601 PH: (02) 6257 3488 FAX: (02) 6257 3385
SYDNEY 133-135 ALEXANDER STREET CROWS NEST NSW 2085 PH: (02) 9965 7239 FAX: (02) 9439 2738

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CLIENT:
CONSOLIDATED BUILDERS PTY LTD.

DRAWING TITLE:
**Section G-G / Notes
UNIT 1 - TYPE G**

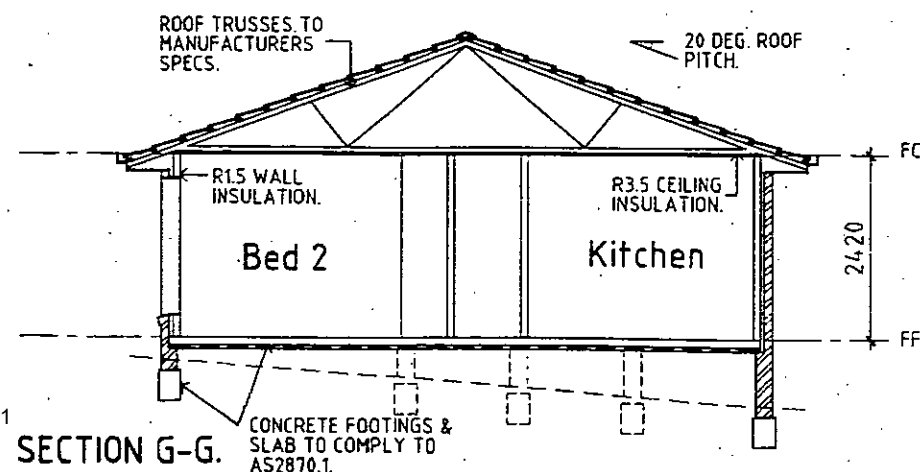
SCALE: 1:100 DATE: Feb 99

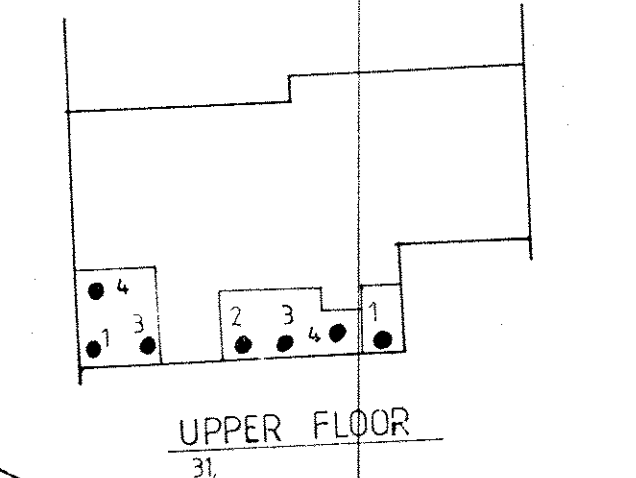
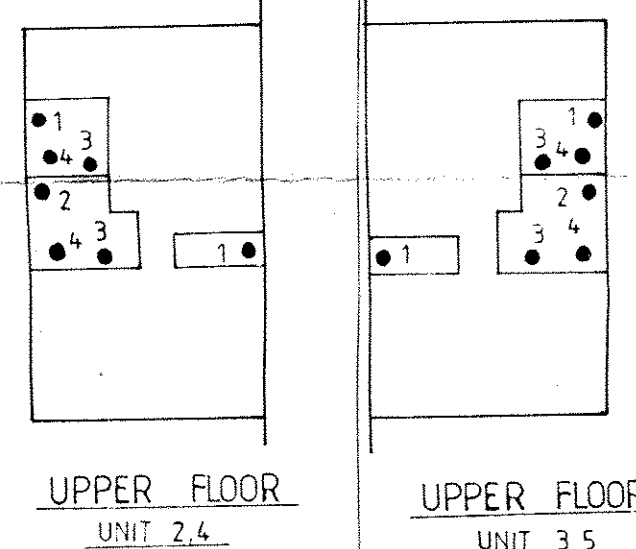
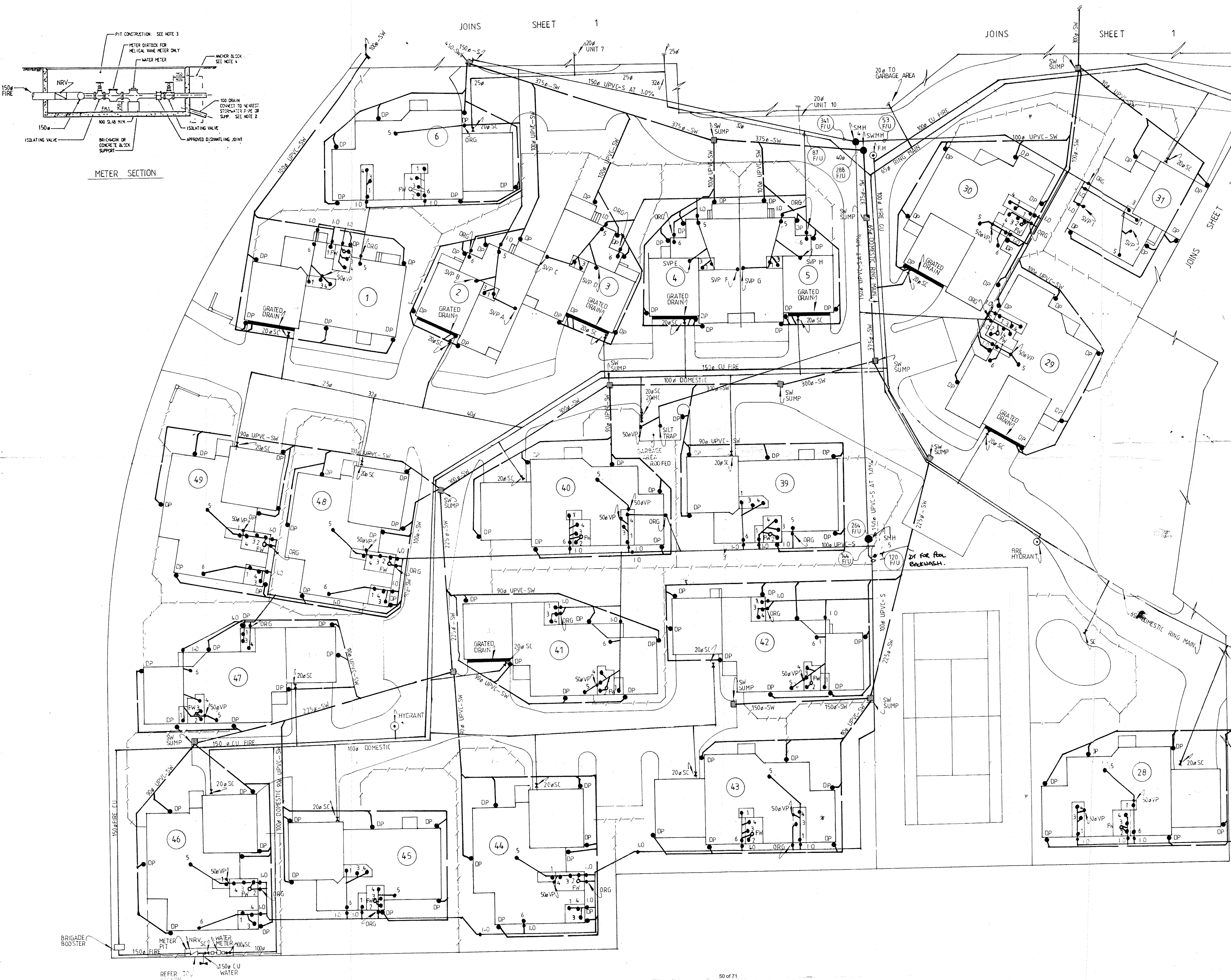
DESIGNED: DM, FP PLOT DATE: 16 March 99

DRAWN: FS CHECK: REV:

JOB/DWG No: 991008-U1\3.

DRAWING STATUS:
☒ DEVELOPMENT APPROVAL.
☒ BUILDING APPROVAL.
☐ FOR TENDER.
☐ FOR CONSTRUCTION.





CANBERRA SEWERAGE AND WATER SUPPLY REGULATIONS
SUB - REGULATION 18 (1)

HOUSE CONNEXION SEWERS APPROVED

[Signature] ENGINEER 7/8/00

DRAWN:

REF:

CANBERRA SEWERAGE AND WATER SUPPLY REGULATIONS
SUB - REGULATION 97 (1)
DOMESTIC WATER SUPPLY APPROVED

ENGINEER 19

Designed by: BIRD MOORE & PARTNERS

DRAWN: 9/99

REF: H296/99097

K476



Certificate of Occupancy and Use

Certificate No.: **B20163509C1**

Access Canberra Building Services

ABN 16 479 763 216
8 Darling Street Mitchell
GPO Box 158 ACT 2601
www.act.gov.au/accesscbr

This Certificate is issued in accordance with Section 69 (2) of the Building Act 2004.

The building work listed on this certificate has been completed substantially in accordance with the prescribed requirements and is considered fit for occupation and use.

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	1	117	HOLT	BELCONNEN	Australian Capital Territory

Plans

B20163509/A

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
10a	Other	DA EXEMPT- SEE DESCRIPTION	Proposed glass enclosure	NA		B20163509N1	SUMLOE PTY LTD

Comments

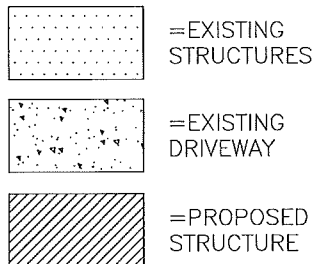
Important Note:

1. Residential building statutory warranties and residential insurance do not apply in relation to building work.
2. 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: Anna Musgrove

Issued on: 24/01/2017

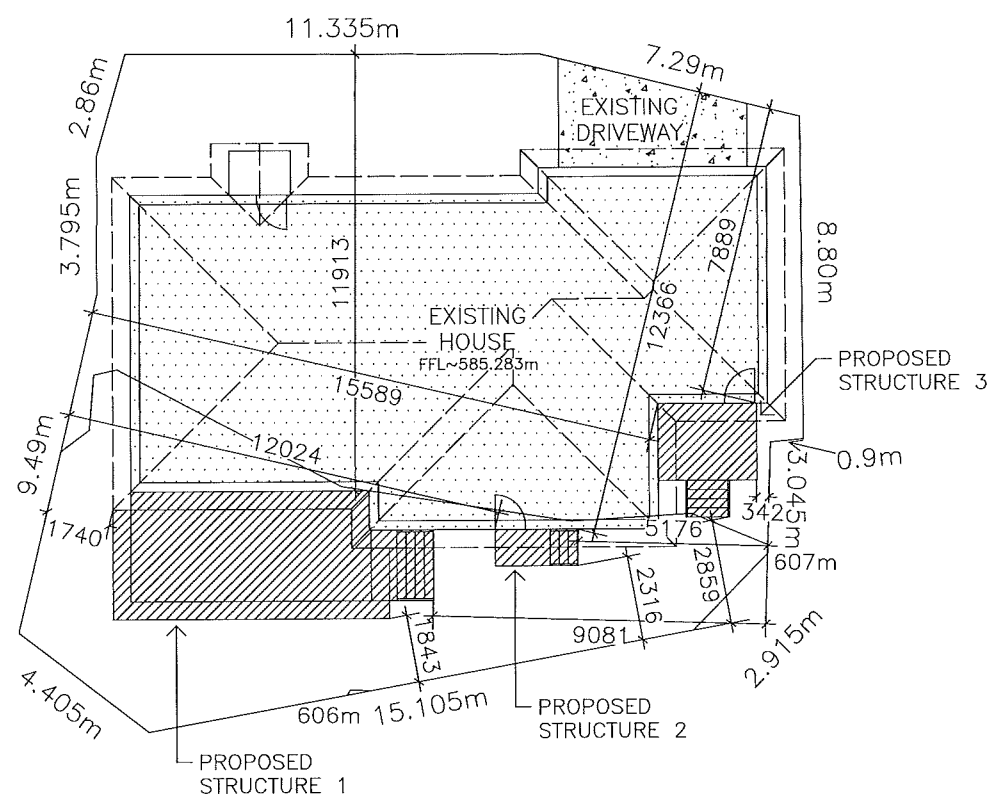
Delegate of the ACT Construction
Occupations Registrar.



The following inspections are required on this project:

Footings	☐	Slab/s	☐	Floor Frame	☐
Wall Frame	☐	Roof Frame	☐	S/W	☐
Pre-sheet	☐	Final	☒	Other	☐

Please provide adequate notice when booking inspections



BLOCK AREA: 324 m²

EXISTING RESIDENCE: 146.53 m²

AREA OF PROPOSED STRUCTURES:

PROPOSED STRUCTURE 1:

Roof: 21.49 m²

Deck and stairs: 22.88 m²

Enclosure: 19.60 m²

PROPOSED STRUCTURE 2: 2.25 m²
(not enclosed by walls)

PROPOSED STRUCTURE 3: 6.87 m²
(not enclosed by walls)

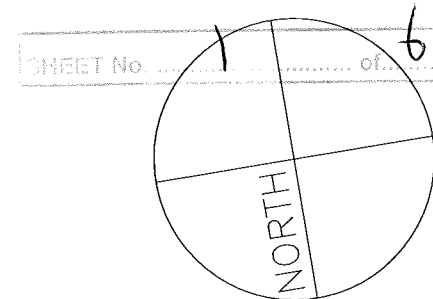
GROSS FLOOR AREA: 166.13 m²

EXISTING RESIDENCE: 45.23%

PROPOSED STRUCTURE: 6.05%
(not enclosed by walls)

PLOT RATIO: 51.28%

BRITTEN-JONES DRIVE



VERIFICATION OF EXEMPT DEVELOPMENT STATUS

Under s.135 of the Planning & Development Act 2007 and Planning & Development Regulations 2008 (s.20 schedule 1).

Canberra Region
Building Certifiers P/L
Lic. No. 2011278

Sign: *[Signature]* Date: 15/8/16

This work still requires Building Approval under the Building Act 2004 & associated Building Regulations 2008

BUILDING APPROVAL

Issued under s.28 of the Building Act 2004.

Canberra Region
Building Certifiers P/L
Certifier Name

Lic. No. 2011278

10/

BCA Occupancy Class

BCA Type of Construction

Issue date: 15/8/16

Certifier signature

Notes:

PRODUCT AND MATERIALS	
CONTRACT NO. 93452	
POSTS:	PAPERBARK
BEAMS:	PAPERBARK
GUTTER:	PAPERBARK
ROOF (Climatek 75mm):	PAPERBARK TOP/ ICEBERG BOTTOM
SPANLITES:	CLEAR
WINDOWS:	PAPERBARK
DOORS:	PAPERBARK
DOWNPIPE:	(PVC) PAPERBARK

Designed in accordance with Environment Protection Guidelines for Construction and Land Development in the ACT, August 2007.

Whilst every effort is made to ensure that the information contained within this drawing (dimensioning and specifications etc) is correct, the draftsman does not accept any responsibility for errors or omissions which may occur

All dimensions, area, notation etc are to be confirmed by owner/builder before commencing works.

The development will comply with the ACT Environment protection guidelines for Construction and Land Development in the ACT, August 2007.

Verge to be protected by temporary fencing during construction.

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REV:	DESCRIPTION:	BY:	DATE:
STATUS: CONSTRUCTION ISSUE			



Spanline ACT

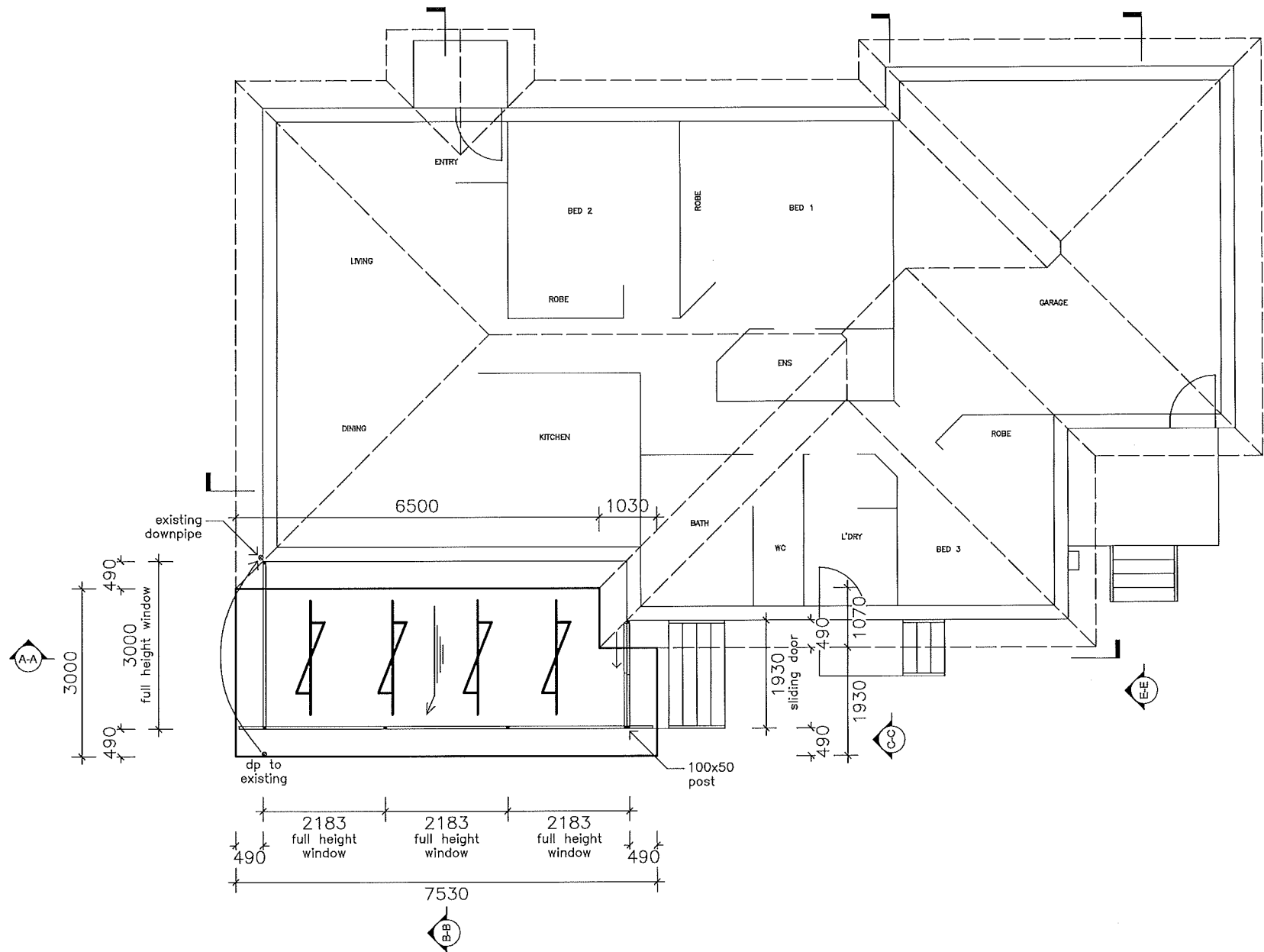
Spanline Pty Ltd
ABN 25 225 304 855
Builders Lic. No. NSW: 74459C ACT: 2007847
Cnr Sandford and Darling Streets,
Mitchell ACT 2911
Phone: (02) 6241 6999

CLIENT:	Marcus Bongli 1/131 Britton Jones Drive, Holt ACT 2615
BUILDER:	Spanline ACT Cnr Sandford and Darling Streets, Mitchell ACT 2911

SITE: 1/131 Britton Jones Drive, Holt
Block 1 Section 117, ACT 2615

TITLE: Site Plan			
SCALE AT A3: 1:200	DATE: 12/7/16	DRAWN: AM	CHECKED: AM
PROJECT NO: 93452	DRAWING NO: A3/7	REVISION: A	

WINDOWS AND DOORS SCHEDULE		
COLOUR: PAPERBARK		
GLASS TYPE: STANDARD		
FIBREGLASS FLYSCREENS AND SECURITY GRILL SCREEN DOORS		
APPROX SIZE		TYPE
H	W	
2053	2058	
2053	2108	
2053	2133	
2053	2900	
2053	1830	



SHEET No. 2 of 6

VERIFICATION OF EXEMPT DEVELOPMENT STATUS
 under s.135 of the Planning & Development Act 2007 plus Planning & Development Regulations 2008 (s.20 schedule 1).
Canberra Region Building Certifiers P/L
 Lic. No. 2011278
 Sign [Signature] Date 15/8/16
 This work still requires Building Approval under the Building Act 2004 & associated Building Regulations 2008

BUILDING APPROVAL
 Issued under s.28 of the Building Act 2004.
Canberra Region Building Certifiers P/L
 Certifier Name
 Lic. No. 2011278
 BCA Occupancy Class MA
 BCA Type of Construction MA
 Issue date 15/8/16
 Certifier signature [Signature]

Notes:

PRODUCT AND MATERIALS	
CONTRACT NO. 93452	
POSTS:	PAPERBARK
BEAMS:	PAPERBARK
GUTTER:	PAPERBARK
ROOF (Climatek 75mm):	PAPERBARK TOP/ICEBERG BOTTOM
SPANLITES:	CLEAR
WINDOWS:	PAPERBARK
DOORS:	PAPERBARK
DOWNPIPE:	(PVC) PAPERBARK

NOTES:

Climatek 75mm roof sheet, see RB 100 S2 and ENCLOSED STRUCTURES pg. 1.

Beams 140x50 RFB, see RB 100 S4 and S5, and ENCLOSED STRUCTURES pg. 2.

Posts 50x50 aluminium and 100x50, see RB 100 S8 and ENCLOSED STRUCTURES pg. 9.

Posts fixing to new deck.

Post to beam connection, see RB 100 S10 and ENCLOSED STRUCTURES pg. 5.

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	STATUS: CONSTRUCTION ISSUE		



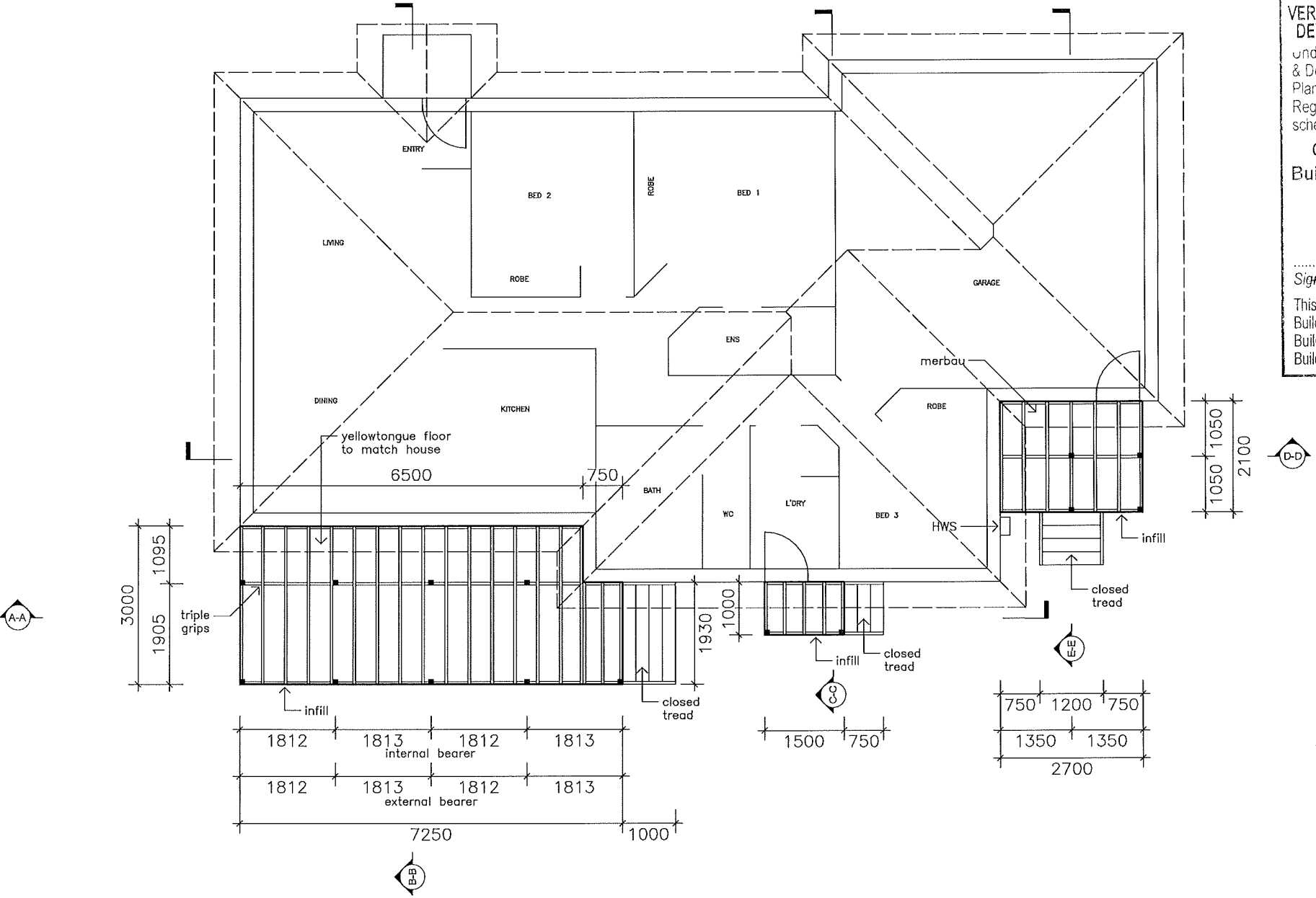
Spanline ACT

 Sunline Pty Ltd
 ABN 25 225 304 855
 Builders Lic. No. NSW: 744590 ACT: 2007847
 Cnr Sandford and Darling Streets,
 Mitchell ACT 2911
 Phone: (02) 6241 6999

CLIENT:	Marcus Bongli 1/131 Britton Jones Drive, Holt ACT 2615
BUILDER:	Spanline ACT Cnr Sandford and Darling Streets, Mitchell ACT 2911

SITE: 1/131 Britton Jones Drive, Holt
 Block 1 Section 117, ACT 2615

TITLE: Floor Plan			
SCALE AT A3: 1:100	DATE: 12/7/16	DRAWN: AM	CHECKED: AM
PROJECT NO: 93452	DRAWING NO: A3/2	REVISION: A	



VERIFICATION OF EXEMPT DEVELOPMENT STATUS
under s.135 of the Planning & Development Act 2007 plus Planning & Development Regulations 2008 (s.20 schedule 1).
Canberra Region Building Certifiers P/L
Lic. No. 2011278
15/8/16
Sign Date
This work still requires Building Approval under the Building Act 2004 & associated Building Regulations 2008

TRIPLE LINE APPROVAL
Issued under s.28 of the Building Act 2004.
Canberra Region Building Certifiers P/L
Certifier Name
Lic. No. 2011278
10/8/16
BCA Occupancy Class
M/p
BCA Type of Construction
Issue date 15/8/16
Certifier signature

Notes:

PRODUCT AND MATERIALS	
CONTRACT NO. 93452	
POSTS:	PAPERBARK
BEAMS:	PAPERBARK
GUTTER:	PAPERBARK
ROOF (Climatek 75mm):	PAPERBARK TOP/ICEBERG BOTTOM
SPANLITES:	CLEAR
WINDOWS:	PAPERBARK
DOORS:	PAPERBARK
DOWNPIPE:	(PVC) PAPERBARK

- NOTES:**
- Joists at approximately 450mm centres (max)
 - Merbau decking
 - Merbau infill
 - Yellowtongue to room floor
 - Joists and bearers 140 x 50 RFB. For allowable joist and bearer spans, see SFS01 pg. 2.
 - All posts 90 x 90 aluminium, see SFS01 pg. 4. (table 3, post options)
 - Post to bearer connection, see SFS01 pg. 3.
 - Joist to bearer connection, see SFS01 pg. 3.

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REV:	DESCRIPTION:	BY:	DATE:
STATUS: CONSTRUCTION ISSUE			

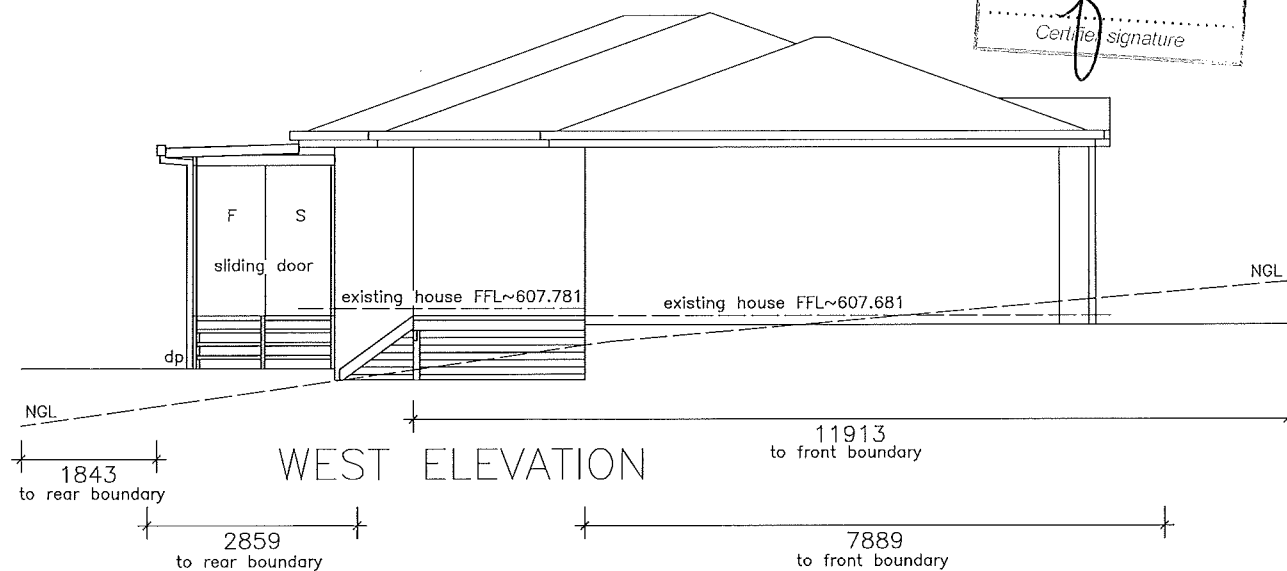
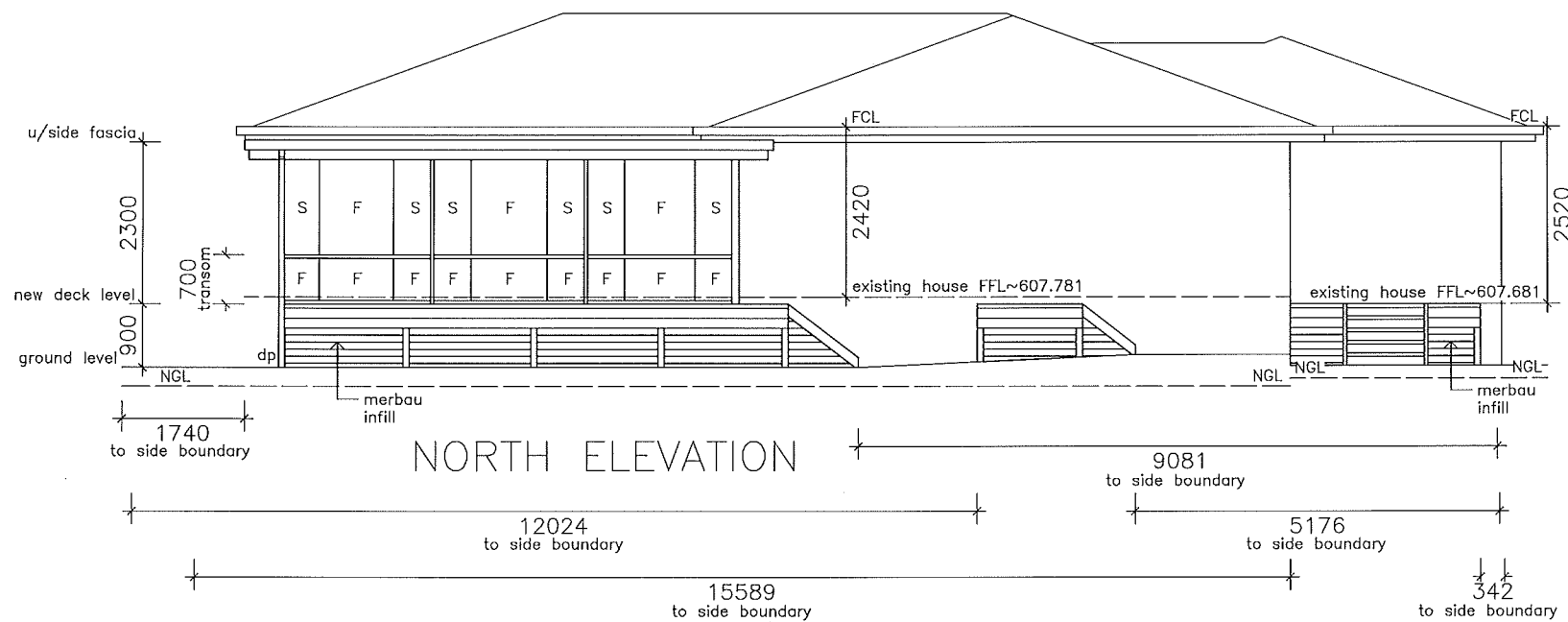
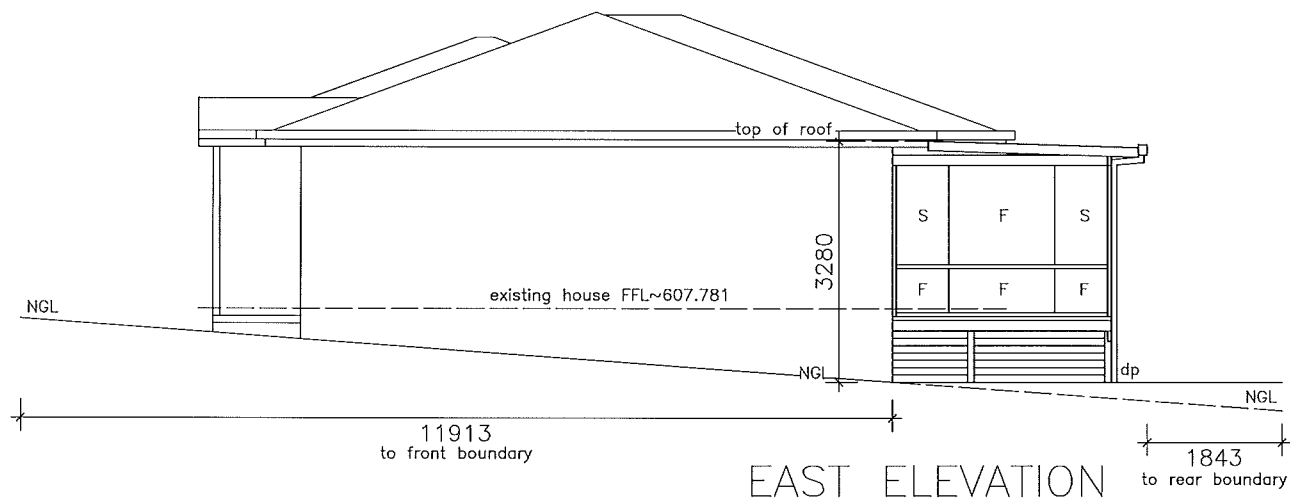


Spanline ACT
Spanline Pty Ltd
ABN 25 225 304 855
Builders Lic. No. 15397 744590 ACT: 2007847
Cnr Sandford and Darling Streets, Mitchell ACT 2911
Phone: (02) 6241 8999

CLIENT:	Marcus Bongli 1/131 Britton Jones Drive, Holt ACT 2911
BUILDER:	Spanline ACT Cnr Sandford and Darling Streets, Mitchell ACT 2911

SITE: 1/131 Britton Jones Drive, Holt Block 1 Section 117, ACT 2615

TITLE: Deck Plan			
SCALE AT A3: 1:100	DATE: 12/7/16	DRAWN: AM	CHECKED: AM
PROJECT NO: 93452	DRAWING NO: A3/3	REVISION: A	



SHEET No. 4 of 6

VERIFICATION OF EXEMPT DEVELOPMENT STATUS
Under s.135 of the Planning & Development Act 2007 plus Planning & Development Regulations 2008 (s.20 schedule 1),
Canberra Region
Building Certifiers P/L
Lic. No. 2011278
15/9/16
This work still requires Building Approval under the Building Act 2004 & associated Building Regulations 2008

BUILDING APPROVAL
Issued under s.28 of the Building Act 2004
Canberra Region
Building Certifiers P/L
Certifier Name
Lic. No. 2011278
BCA Occupancy Class
M/A
BCA Type of Construction
Issue date: 15/9/16
Certifier signature

Notes:

PRODUCT AND MATERIALS

CONTRACT NO. 93452

POSTS:	PAPERBARK
BEAMS:	PAPERBARK
GUTTER:	PAPERBARK
ROOF (Climatek 75mm):	PAPERBARK TOP/ ICEBERG BOTTOM
SPANLITES:	CLEAR
WINDOWS:	PAPERBARK
DOORS:	PAPERBARK
DOWNPIPE:	(PVC) PAPERBARK

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REV:	DESCRIPTION:	BY:	DATE:
STATUS: CONSTRUCTION ISSUE			

spanline **Spanline ACT**
Sunline Pty Ltd
ABN 25 225 304 855
Builders Lic. No. NSW: 744590 ACT: 2007847
Cnr Sandford and Darling Streets,
Mitchell ACT 2911
Phone: (02) 6241 6999

CLIENT:	Marcus Bongi 1/131 Britton Jones Drive, Holt ACT 2615
BUILDER:	Spanline ACT Cnr Sandford and Darling Streets, Mitchell ACT 2911

SITE: 1/131 Britton Jones Drive, Holt
Block 1 Section 117, ACT 2615

TITLE: Elevations			
SCALE AT A3: 1:100	DATE: 12/7/16	DRAWN: AM	CHECKED: AM
PROJECT NO: 93452	DRAWING NO: A3/4	REVISION: A	

Notes:

PRODUCT AND MATERIALS

CONTRACT NO. 93452

POSTS:	PAPERBARK
BEAMS:	PAPERBARK
GUTTER:	PAPERBARK
ROOF (Climatex 75mm):	PAPERBARK TOP/ ICEBERG BOTTOM
SPANLITES:	CLEAR
WINDOWS:	PAPERBARK
DOORS:	PAPERBARK
DOWNPIPE:	(PVC) PAPERBARK

SHEET No. 5 of 6

VERIFICATION OF EXEMPT
DEVELOPMENT STATUS
under s.135 of the Planning
& Development Act 2007 plus
Planning & Development
Regulations 2008 (s.20
Schedule 1).
Canberra Region
Building Certifiers P/L
Lic. No. 2011278
Sign *[Signature]* Date 15/9/16
This work still requires
Building Approval under the
Building Act 2004 & associated
Building Regulations 2008

VERIFICATION OF EXEMPT
DEVELOPMENT STATUS
under s.28 of
Building Act 2004-L
Canberra Region
Building Certifiers P/L
Certifier Name
Lic. No. 2011278
10a
Mr
BCA Occupancy Class
BCA Type of Construction
Issue date: 15/9/16
Certifier signature *[Signature]*

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REV:	DESCRIPTION:	BY:	DATE:
STATUS: CONSTRUCTION ISSUE			



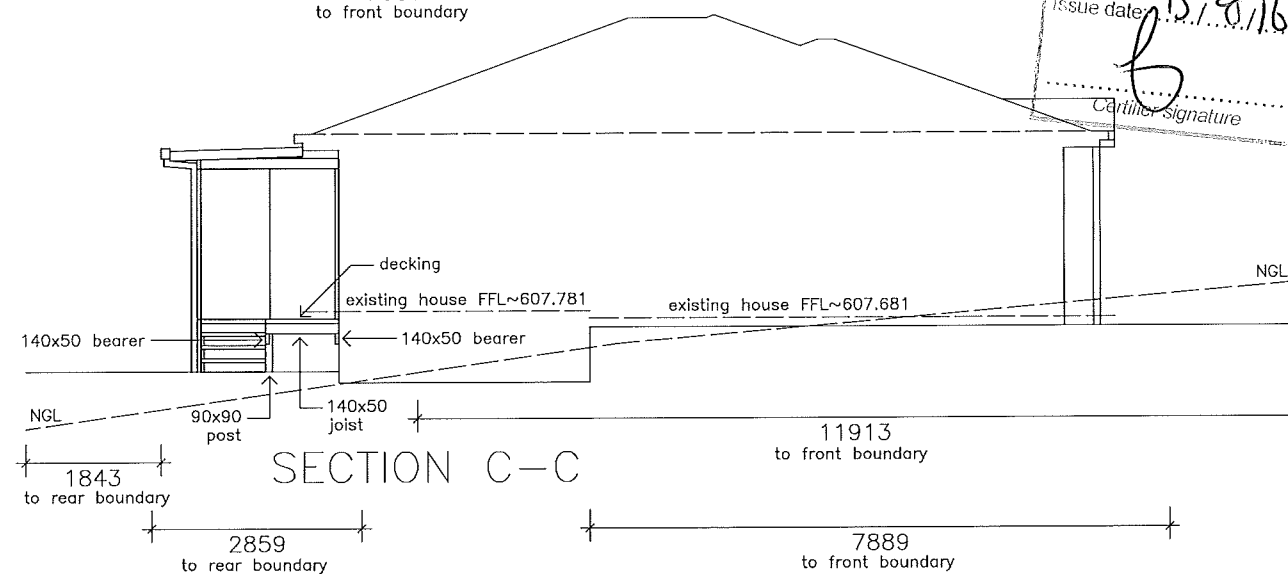
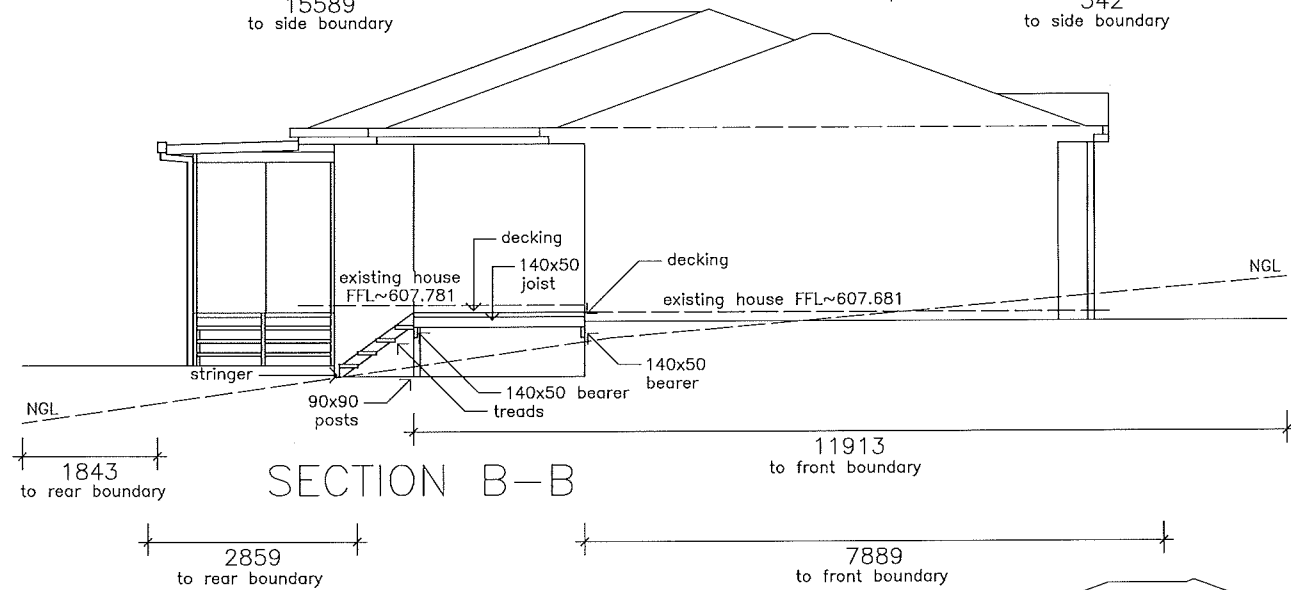
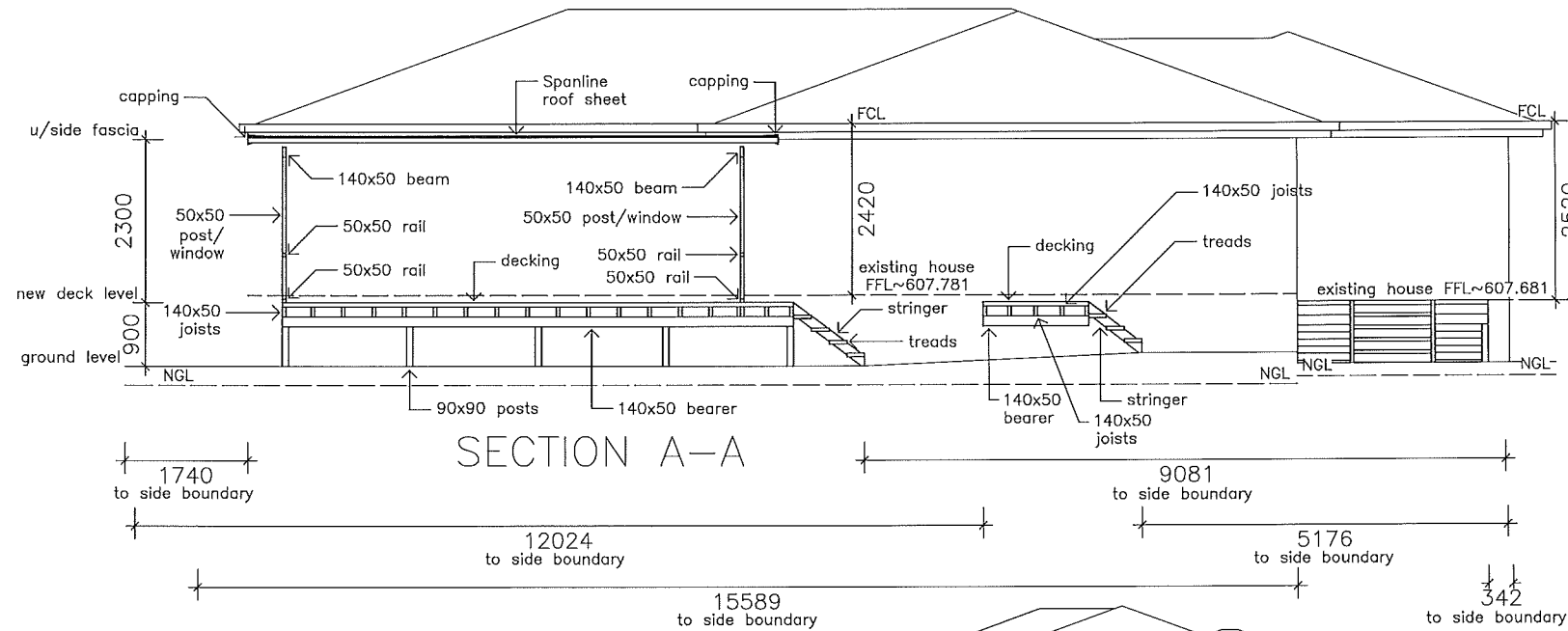
Spanline ACT
Sumline Pty Ltd
ABN 25 225 304 855
Builders Lic. No. NSW 74459C ACT: 2007847
Cnr Sandford and Darling Streets,
Mitchell ACT 2911
Phone: (02) 6241 6999

CLIENT:	Marcus Bongio 1/131 Britton Jones Drive, Holt ACT 2615
BUILDER:	Spanline ACT Cnr Sandford and Darling Streets, Mitchell ACT 2911

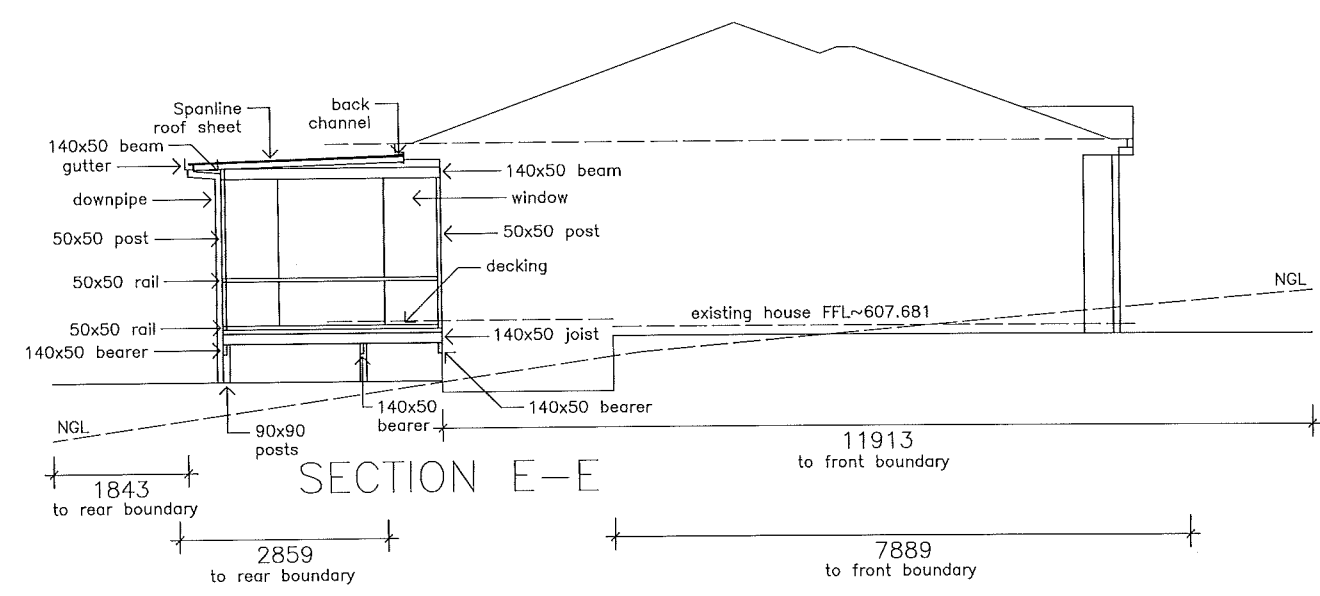
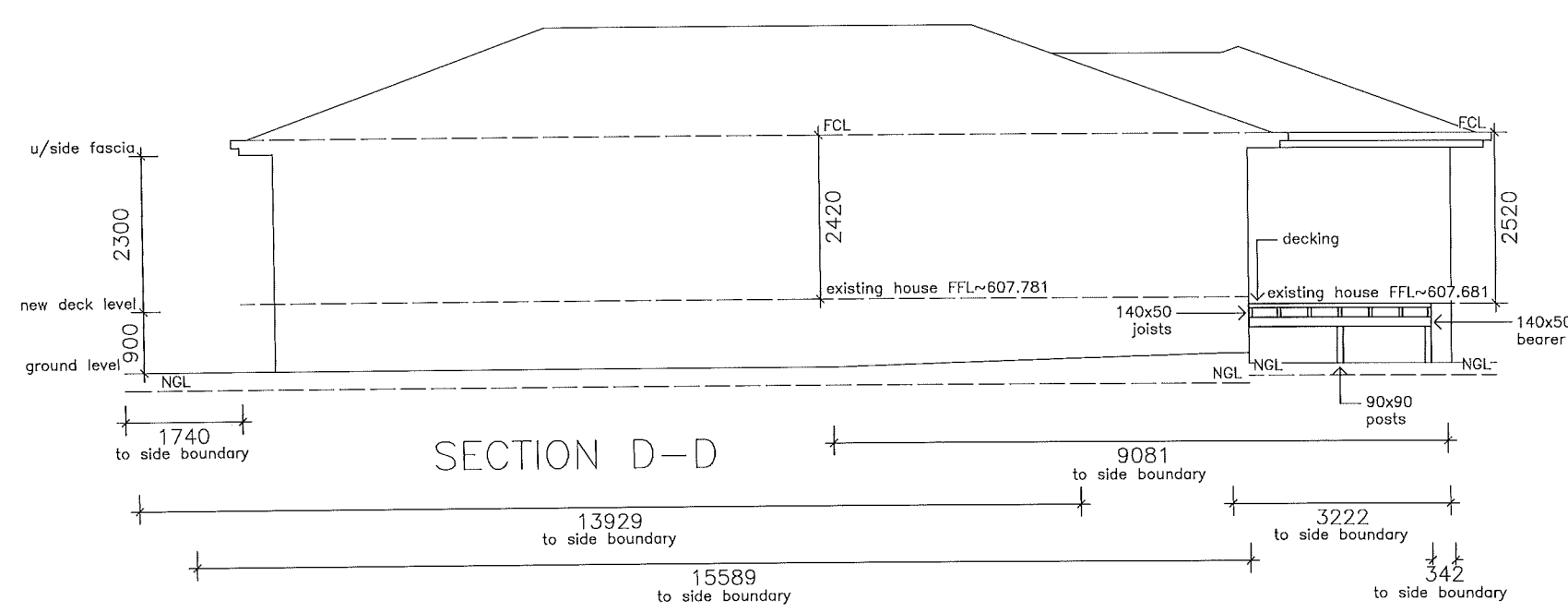
SITE: 1/131 Britton Jones Drive, Holt
Block 1 Section 117, ACT 2615

TITLE: Sections 1

SCALE AT A3:	DATE:	DRAWN:	CHECKED:
1:100	12/7/16	AM	AM
PROJECT NO:	DRAWING NO:	REVISION:	
93452	A3/5	A	



SHEET No. 6 of 6



VERIFICATION OF EXEMPT DEVELOPMENT STATUS
Under s.135 of the Planning & Development Act 2007 plus Planning & Development Regulations 2008 (s 20 schedule 1).
Canberra Region Building Certifiers P/L
Lic. No. 2011278
15.8.16
This work still requires Building Approval under the Building Act 2004 & associated Building Regulations 2008

VERIFICATION OF EXEMPT DEVELOPMENT STATUS
Under s.135 of the Planning & Development Act 2007 plus Planning & Development Regulations 2008 (s 20 schedule 1).
Canberra Region Building Certifiers P/L
Lic. No. 2011278
10g
M/P
15.8.16
Issue date: 15.8.16
Certifier signature

Notes:

PRODUCT AND MATERIALS	
CONTRACT NO. 93452	
POSTS:	PAPERBARK
BEAMS:	PAPERBARK
GUTTER:	PAPERBARK
ROOF (Climatek 75mm):	PAPERBARK TOP/ ICEBERG BOTTOM
SPANLITES:	CLEAR
WINDOWS:	PAPERBARK
DOORS:	PAPERBARK
DOWNPIPE:	(PVC) PAPERBARK

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STATUS:		CONSTRUCTION ISSUE	



Spanline ACT
Spanline Pty Ltd
ABN 25 225 304 855
Builders Lic. No. NSW: 744590 ACT: 2007847
Cnr Sandford and Darling Streets, Mitchell ACT 2911
Phone: (02) 6241 6999

CLIENT:	Marcus Bongli 1/131 Britton Jones Drive, Holt ACT 2911
BUILDER:	Spanline ACT Cnr Sandford and Darling Streets, Mitchell ACT 2911

SITE: 1/131 Britton Jones Drive, Holt
Block 1 Section 117, ACT 2615

TITLE: Sections 2

SCALE AT A3: 1:100	DATE: 12/7/16	DRAWN: AM	CHECKED: AM
PROJECT NO: 93452	DRAWING NO: A3/6	REVISION: A	

HYDRAULICS GENERAL NOTES

- GENERAL**
- EXISTING SERVICES HAVE BEEN PLOTTED FROM SUPPLIED DATA. THE MAIN CONTRACTORS REPRESENTATIVE DOES NOT GUARANTEE THE ACCURACY AND IT IS THE SUB-CONTRACTOR'S RESPONSIBILITY TO ESTABLISH THE LOCATION OF ALL EXISTING SERVICES PRIOR TO COMMENCING WORK. CLEARANCES SHALL BE OBTAINED FROM THE RELEVANT SERVICE AUTHORITY.
 - SUB-CONTRACTOR IS TO LOCATE AND CONFIRM LEVELS OF ALL EXISTING SERVICE CONNECTIONS PRIOR TO COMMENCING WORK. NOTIFY MAIN CONTRACTORS REPRESENTATIVE IMMEDIATELY IF ANY DIFFERENCES IN POSITION AND LEVEL ARE FOUND.
 - ALL WORK TO BE DONE IN ACCORDANCE WITH THE BCA, AS 3500, THE GAS COMPANY, ACT WATER & SEWER AND ACT FIRE BRIGADE REQUIREMENTS AND REGULATIONS.
 - ALL DRAWINGS THAT FORM PART OF THIS CONTRACT SHALL BE READ IN CONJUNCTION WITH THE ARCHITECTURAL, ELECTRICAL, MECHANICAL AND SITEWORKS DRAWINGS AND THE SPECIFICATION.
 - THE SUB-CONTRACTOR, THEIR AGENT OR WHOEVER IS RESPONSIBLE FOR THE WORKS WITHIN THESE DRAWINGS SHALL TAKE FULL RESPONSIBILITY FOR AND CARRY OUT:
 - THE PAYMENT OF ALL FEES TO ALL RELEVANT AUTHORITIES OR BODIES
 - THE RESTORATION OF SURFACE, PUBLIC OR OTHERWISE, TO THE SATISFACTION OF THE CONTROLLING BODY OR LESSEE.

- ALL PIPES ARE TO BE IDENTIFIED AND LABELED. THE SUB-CONTRACTOR SHALL BE RESPONSIBLE FOR THE PAINTING OF ALL PIPEWORK TO AUTHORITY REQUIREMENTS.
- ALL PIPEWORK EXPOSED TO SIGHT WITHIN TENANTS AND PUBLIC AMENITY AREAS SHALL BE CHROME-PLATED AND SHALL INCLUDE CHROME PLATED WALL AND FLOOR FLANGES.
- THE CONTRACTOR MUST VISIT THE SITE OF WORKS BEFORE TENDERING AND ALLOWANCES ON THEIR TENDER FOR ALL TOPOGRAPHICAL CONSTRAINTS AFFECTING THE EXECUTION OF THE WORKS AND THE RESTORATION OF THE SITE.
- THE CONTRACTOR MUST SECURE ALL PERMITS, ARRANGE ALL CLEARANCES AND PAY ALL FEES REQUIRED TO COMPLETE THE PROJECT BEFORE COMMENCING WORK.
- ANY NON-METALLIC IN-GROUND WATER SERVICE IS TO BE INSTALLED WITH TRACE WIRE AND TESTED.

SANITARY DRAINAGE/PLUMBING

- UPVC PIPES TO AS1260 SHALL BE USED THROUGHOUT UNLESS OTHERWISE SPECIFIED, SOLVENT JOINTS SHALL BE USED.
- ORG GRATE LEVEL SHALL BE IN ACCORDANCE WITH AS 3500.2 CLAUSE 4.6.6.6 AND 4.6.6.7.
- NEW DRAINS TO BE CONSTRUCTED ARE SHOWN IN BLUE LINES, EXISTING DRAINS ARE SHOWN IN GREEN LINES, EXISTING AUTHORITY MAINS ARE SHOWN IN RED.
- EXISTING DRAINS SHOWN "X"ed IN RED ARE TO BE EXHUMED OR ABANDONED (AS NOTED) AND ENDS
- EXISTING DRAINS UNDER NEW BUILDINGS SHALL BE RE-TESTED.

DOMESTIC WATER SERVICES

- COPPER TUBES SHALL BE USED FOR DOMESTIC WATER AND FIRE SERVICE AND SHALL COMPLY WITH AS1432 - 1973 TYPE "B" TUBES.
- PROVIDE 15mm MINIMUM CONNECTION TO EACH FIXTURE. WATER SERVICE LINE TO TWO FIXTURES SHALL BE A MINIMUM OF 20mm, OR AS SHOWN ON DRAWINGS.
- ALL BENDS, T-JOINTS, ETC SHALL BE COPPER FITTINGS AND SHALL BE SILVER BRAZED JOINTED AND COMPLY WITH AS 1589.
- NO CHASES ALLOWED UNLESS APPROVED IN WRITING BY SUPERINTENDENT.
- PROVIDE ISOLATING VALVES AS SHOWN.

MATERIALS

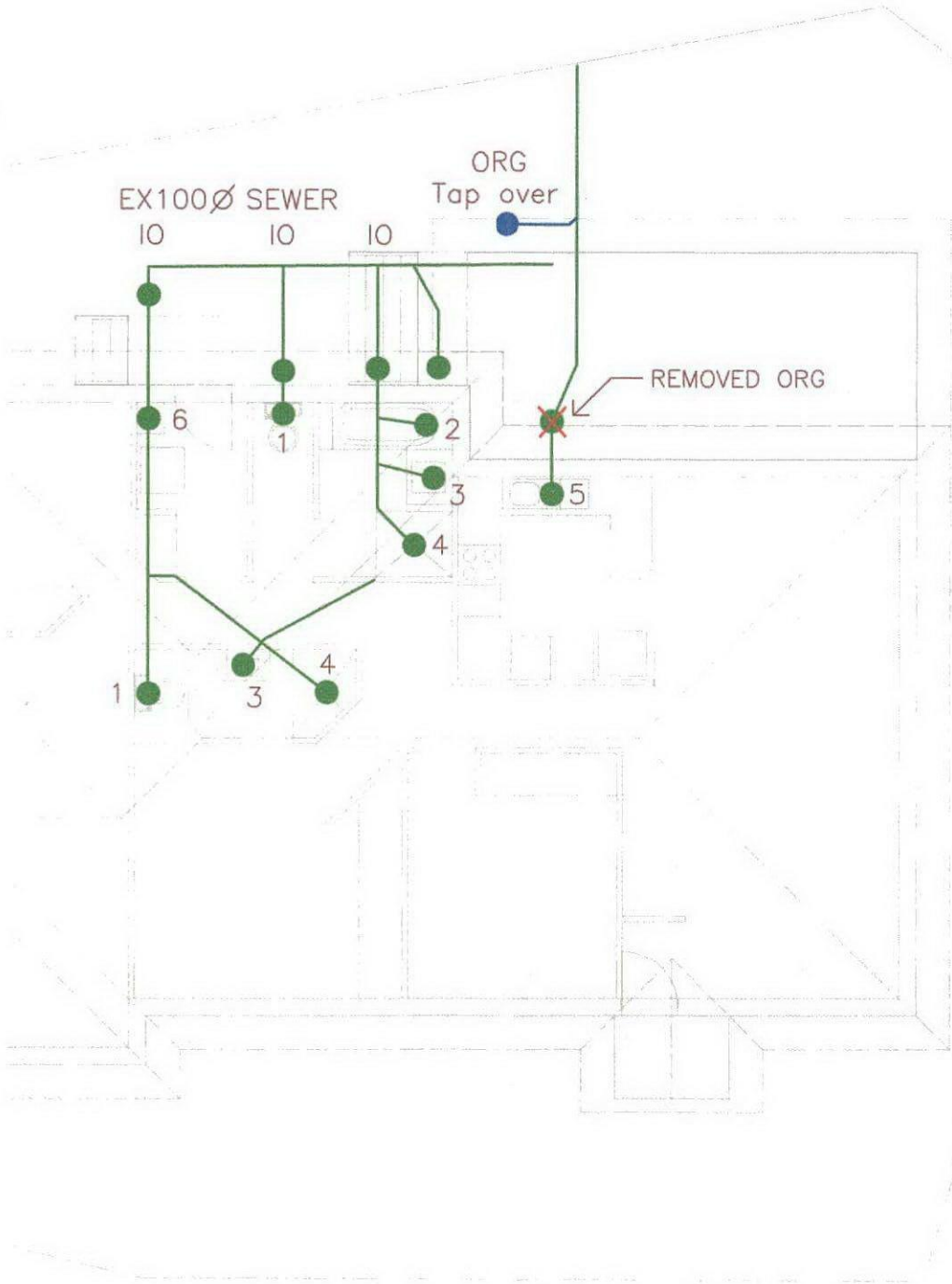
- COPPER PIPES AND FITTINGS SHALL COMPLY WITH AS.1432 AND BE TYPE-B.
- U.P.V.C PIPES AND FITTINGS SHALL COMPLY WITH AS.1415 FOR SOIL, WASTE AND VENT PIPES, AS.1260 FOR SEWER APPLICATIONS AND AS.1254 FOR STORMWATER APPLICATIONS.

WORK AS EXECUTED DRAWINGS & OPERATIONAL MANUAL

- THE SUB-CONTRACTOR SHALL PREPARE AND SUBMIT "WORK AS EXECUTED" DRAWINGS AND SUBMIT TO RELEVANT AUTHORITIES FOR APPROVAL AND PAY ALL FEES AS REQUIRED.
- THE "WORK AS EXECUTED" DRAWING SHALL SHOW ALL CHANGES TO THE INSTALLATION AND AS INSTALLED WORK NOT SHOWN ON THE APPROVED DESIGN DRAWINGS.

REFERENCE

- | | |
|--------|----------------------------------|
| AAV | AIR ADMITTANCE VALVE |
| BT | BUCKET TRAP |
| CO | CLEAR OUT |
| CWR/D | COLD WATER RISER/DROPPER |
| DCV | DOUBLE CHECK VALVE |
| DT | DISCONNECTOR TRAP |
| FH | FIRE HYDRANT |
| FHR | FIRE HYDRANT RISER |
| FHRR/D | FIRE HOSE REEL RISER/DROPPER |
| FOP | FLUSH OUT POINT |
| FW | FLOOR WASTE |
| HDPE | HEAVY DUTY POLYETHYLENE |
| IO | INSPECTION OPENING |
| IS | INSPECTION SHAFT |
| O/F | OVERFLOW |
| ORG | OVERFLOW RELIEF GULLY |
| SC | STOP COCK |
| SMH | SEWER MANHOLE |
| ST | SILT TRAP |
| SVP | SOIL VENT PIPE |
| TD | TUNDISH |
| TG | TEST GATE |
| TTD | TRAPPED TUNDISH |
| UPVC | UNPLASTICISED POLYVINYL CHLORIDE |
| VP | VENT PIPE |
| WM | WATER METER |
| WS | WASTE STACK |



PART SITE AND FLOOR PLAN
SCALE:1:100@A3

LEGEND

- | | |
|----|---------------------------|
| S | SEWER MAIN |
| SW | STORMWATER MAIN |
| W | WATER MAIN |
| X | ABANDONED LINES |
| X | EXISTING SEWER LINES |
| SW | EXISTING STORMWATER LINES |
| W | EXISTING DOMESTIC WATER |
| FS | EXISTING FIRE SERVICE |
| SW | SEWER LINES |
| SW | SEWER VENT |
| SW | STORMWATER LINES |
| W | DOMESTIC WATER |
| W | NON-POTABLE WATER SUPPLY |
| HW | HOT WATER |
| FS | FIRE SERVICE |
| TW | TRADE WASTE |

Drainage Plan Number:

103053

DESIGNED TO AS3500

R:145166/A

BLOCK 1 SECTION 117

SUBURB HOLT ACT

SANITARY FIXTURES

1	WC	2
2	BATH	1
3	BASIN	2
4	SHOWER	2
5	KITCHEN SINK	1
6	LAUNDRY TROUGH	1
7	URINAL	0
8	CLEANER'S SINK	0
9	BIDET	0
11	DISHWASHER	0
12	WASHING MACHINE	0
13	GLASS WASHER	0



LOCATION PLAN

NOT TO SCALE

No.	Description	Date
A	FOR APPROVAL	20.9.16

Spanline ACT

CNR SANDFORD AND DARLING STREETS
MITCHELL ACT 2911

PROJECT

SPANLINE ACT
ADDITION TO EXISTING
BLOCK 1 SECTION 117
HOLT ACT

CLIENT
M. BONGI

TITLE
PLUMBING & DRAINAGE PLAN

DATE	DESIGNED	DRAWN	CHECKED
7.10.2016		AM	AM
SCALE	JOB NUMBER	DRAWING NO.	
1:100@A3	93452	A3/9	

PLUMBING PLAN APPROVED

APPROVED BY *[Signature]*

REG. NUMBER *0720 WAE*

DATE *18. 10. 16*

Energy Efficiency Rating



UNDERSTANDING YOUR ENERGY EFFICIENCY RATING (EER)

An energy efficiency rating (EER) is a rating used to identify the energy efficiency of homes in the ACT.

The Civil Law (Sale of Residential Property) Act 2003 requires all homes being sold in the ACT to carry an energy efficiency rating (EER). This enables owners and buyers to compare a home's passive energy performance characteristics with others for sale in the Territory.

In the ACT, established homes are assessed using 1st generation software, and can achieve **0 to 6 stars** in the rating scheme.

Houses with a higher EER are more cost and energy efficient, use less energy for heating and cooling, generate lower greenhouse gas emissions, and are more comfortable.

What information is taken into account when assessing my homes energy efficiency?

- Layout of the home
- Construction of its roof, walls, windows, and floor
- Wall, floor, and ceiling insulations
- Orientation of windows and shading of the sun's path and local breezes
- Influence of the local climate
- Air leakages

What information is not applicable when assessing my homes energy efficiency?

- Heating and cooling
- Hot water systems
- Lighting systems and appliances
- Solar panels

How can I improve my energy efficiency rating?

Your energy efficiency report will include a list of design options (unless it's already achieved the maximum rating of 6 stars). This will outline the improvements that can be made to gain additional points and increase the overall star rating of your home.

When I built my home, I was provided with a 10-star energy rating. Why has this decreased?

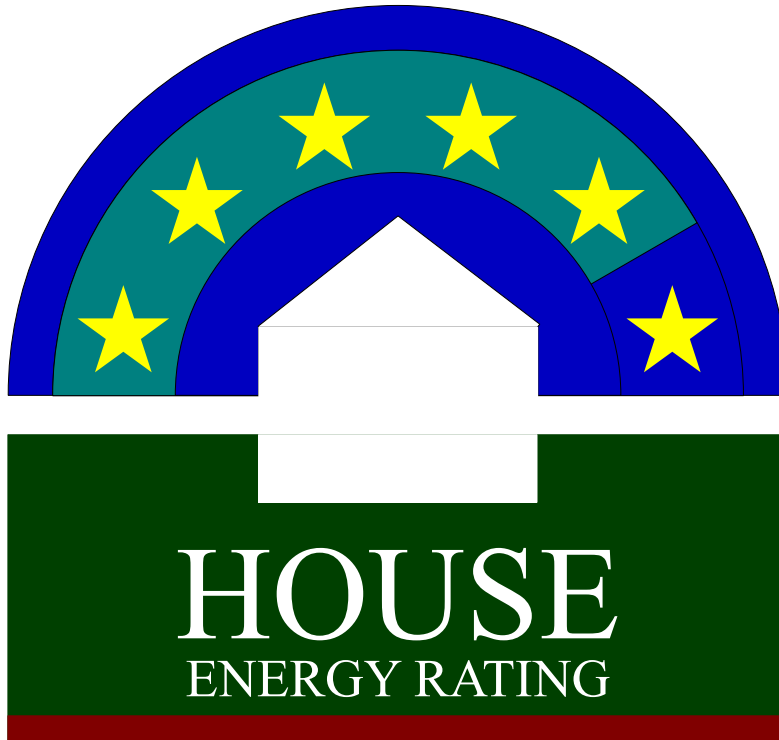
The ACT Government has two software systems in place to generate energy efficiency ratings:

1. Established homes: An on site assessment using 1st generation software. A maximum of 6 stars can be achieved.
2. Brand new homes: A computer based assessment using 2nd generation software. A maximum of 10 stars can be achieved.

If you hold an energy efficiency rating that exceeds 6 stars, it is a 2nd generation EER and would have been provided when your home was brand new.

When assessing a home's energy efficiency for the purpose of sale, property inspection companies are required to use 1st generation software, which will achieve a maximum of 6 stars.

FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★ ★ ★ ★ ★
in Climate: 24

5 STARS
SCORE: 7 POINTS

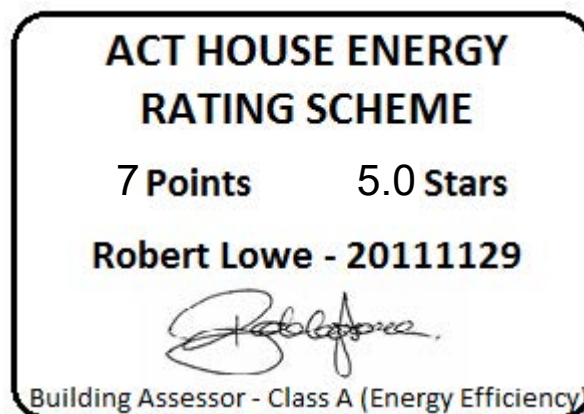
Name: Bongji

Ref No: 68625

House Title: Unit 1 Block 1 Section 117 HOLT

Date: 03-03-2026

Address: 1/131 Britten-Jones Drive, Holt ACT 2615



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

IMPROVING YOUR RATING

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

Star Rating	POOR			AVERAGE				GOOD				V. GOOD
	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★	★★★★★★★★★★	★★★★★★★★★★★
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	7											
Potential	22											

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

Design options	Additional points
Change curtain to	Heavy Drapes & Pelmets 14

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	7	★★★★★
-----------------------	----------	--------------

Largest windows in the dwelling;

Direction : SSW

Area : 9 m²

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. South	8	★★★★★
2. South West	6	★★★★★
3. West	6	★★★★★
4. North West	11	★★★★★☆
5. North	17	★★★★★☆
6. North East	13	★★★★★☆
7. East	11	★★★★★
8. South East	9	★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 1 Block 1 Section 117 HOLT, 1/131 Britten-Jones Drive, Holt ACT 2615,

Assessor's Name:

Net Conditioned Floor Area: 84.7 m²

Net Conditioned Floor Area: 84.7 m²				Points		
Feature				Winter	Summer	Total
CEILING				4	1	4
Surface Area: 0		Insulation: 4				
WALL				-1	1	0
Surface Area: -5		Insulation: 5		Mass: 0		
FLOOR				7	0	8
Surface Area: 0		Insulation: -7		Mass: 14		
AIR LEAKAGE (Percentage of score shown for each element)				5	0	5
Fire Place 0 %		Vented Skylights 0 %				
Fixed Vents 0 %		Windows 32 %				
Exhaust Fans 10 %		Doors 45 %				
Down Lights 0 %		Gaps (around frames) 13 %				
DESIGN FEATURES				0	0	0
Cross Ventilation 0						
ROOF GLAZING				0	0	-1
Winter Gain 0		Winter Loss -1				
WINDOWS				-22	-7	-28
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
NNE	10	12%	-21	13	-2	-10
SSW	9	11%	-23	9	-5	-18
Total	19	23%	-43	22	-7	-28

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

The contribution of heavyweight materials to the window score is 1 point

			Winter	Summer	Total
RATING	★★★★★	SCORE	-7	-5	7*

* includes 19 points from Area Adjustment

Detailed House Data

House Details

ClientName	Bongi
HouseTitle	Unit 1 Block 1 Section 117 HOLT
StreetAddress	1/131 Britten-Jones Drive, Holt ACT 2615
FileCreated	03-03-2026

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Concrete Slab on ground	No Subfloor	No	No	No	Carp	R0.0	33.0m ²
2	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.0	62.0m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R1.5	27.4m	2.4m
2	Brick Veneer	No	R2.0	5.0m	2.4m
3	Brick Veneer	No	R2.0	8.8m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Standard	No	No	R3.5	95.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	SSW	2.0m	0.4m	No	SG	TIMB	NC	No	0.7m	0.7m	0.1m
2	SSW	1.8m	1.5m	No	SG	ALIMPR	HB	No	0.7m	0.7m	0.1m
3	NNE	2.1m	1.8m	No	SG	ALIMPR	NC	Yes	2.1m	3.0m	0.1m
4	NNE	1.0m	1.2m	No	SG	ALIMPR	NC	Yes	1.0m	3.0m	0.1m
5	NNE	1.0m	1.2m	Yes	SG	ALIMPR	NC	No	0.7m	0.7m	0.1m
6	NNE	1.0m	0.6m	Yes	SG	ALIMPR	NC	No	0.7m	0.7m	0.1m
7	NNE	0.8m	0.4m	Yes	SG	ALIMPR	NC	No	0.7m	0.7m	0.1m
8	NNE	1.5m	1.8m	No	SG	ALIMPR	HB	No	0.7m	0.7m	0.1m
9	SSW	1.8m	1.8m	No	SG	ALIMPR	HB	No	0.7m	0.7m	0.1m
10	SSW	1.8m	1.5m	No	SG	ALIMPR	HB	No	0.7m	0.7m	0.1m

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
3	NNE	2.1m	1.8m	0.0m	0.0m	0.0m	0.0m	1.2m	5.0m	0.0m	0.0m
4	NNE	1.0m	1.2m	0.0m	0.0m	0.0m	0.0m	1.2m	1.0m	0.0m	0.0m

Sky Light Details

ID	Dir	Tilt	Type	Shade	Utility	Width	Length
1	N	15 degrees	Double Opal	No	No	0.4m	0.4m
2	N	15 degrees	Double Opal	No	No	0.4m	0.4m

Zoning Details

Is there Cross Flow Ventilation ?	Good
-----------------------------------	------

Air Leakage Details

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

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	1	0
Downlights	0	0
Skylights	0	0
Utility Doors	1	3
External Doors	0	0

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

Insurance Certificates & Tax Invoice

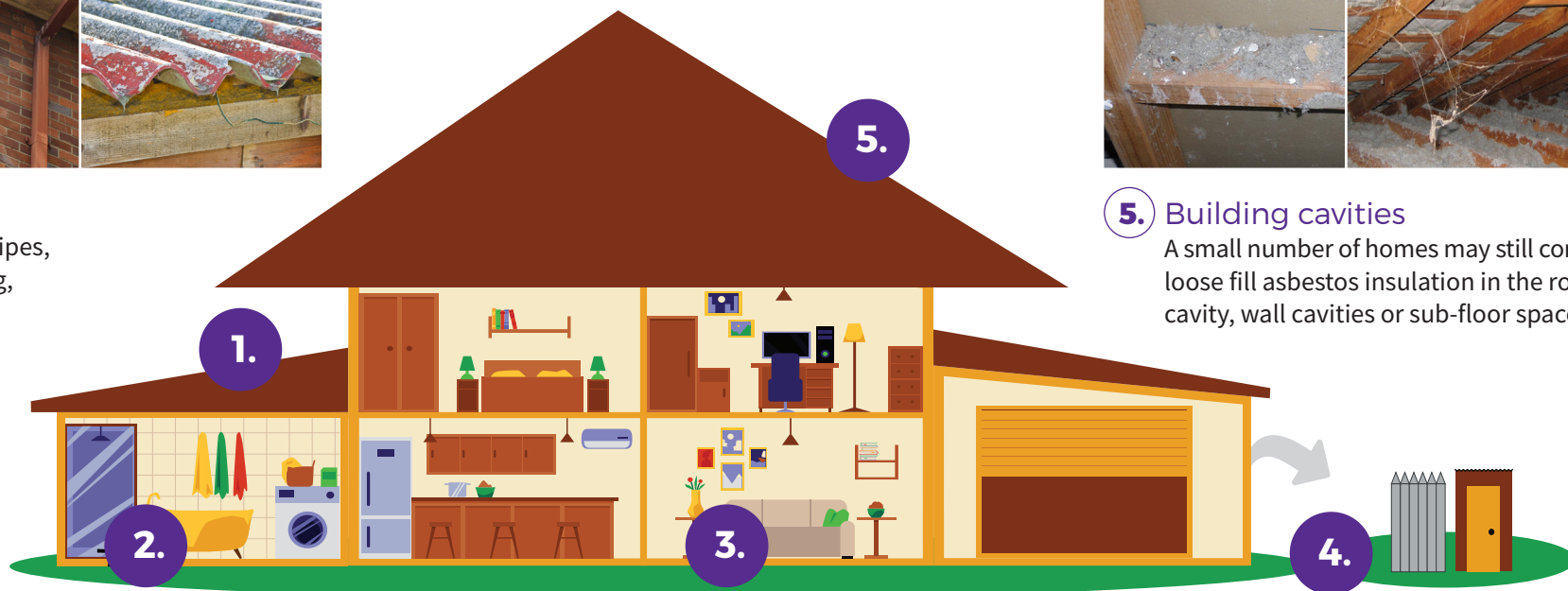


If a home was built before 1990 it may contain dangerous asbestos material

Identify where asbestos materials might be. Five common places are:



- 1. Exterior**
roof sheeting, gutters, downpipes, ridge capping, eaves, cladding, electrical switchboards



- 5. Building cavities**
A small number of homes may still contain loose fill asbestos insulation in the roof cavity, wall cavities or sub-floor space



- 2. Wet areas - bathroom, laundry and kitchen**
wall and ceiling panels, vinyl floor tiles, backing for wall tiles and splashbacks, hot water pipe insulation



- 3. Internal areas**
wall and ceiling panels, carpet underlay, textured paints, insulation in domestic heaters



- 4. Backyard**
fences, sheds, garages, carports, dog kennels, buried or dumped waste, letterboxes, swimming pools

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

Assess the risk

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

Asbestos materials become dangerous when:



Broken or in poor
condition



Damaged
accidentally



Disturbed during
renovation or repairs



Loose fill asbestos
insulation



Manage asbestos safely

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

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

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

Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

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

Pest Controllers Combined Liability Certificate of Currency

The Policy below is current until 4.00pm on the expiry date shown below

INSURED: ACT Property Inspections Pty Ltd

BUSINESS DESCRIPTION: General Pest & Weed Control
Timber Pest Inspections
Termite Barrier Installations
Pre-Purchase House Pest Inspections
Building Inspections (Non Pest Related)
Energy Efficiency Ratings
Compliance Reports

POLICY REFERENCE: 09A349653PLB

PERIOD OF INSURANCE: From: 4.00pm on 30/03/2025
To: 4.00pm on 30/03/2026

POLICY CLASS: Pest Controllers Combined Liability

SUMS INSURED: **Section 1: General Public & Products Liability**

\$20,000,000 Our maximum liability in respect of any claim or series of claims for Personal Injury, Property Damage or Advertising Liability caused by or arising out of any one occurrence; and

\$20,000,000 Our total aggregate liability during any one period of insurance for all claims arising out of Your Product

Section 2: Professional Indemnity

\$5,000,000 Our maximum liability in respect of any Claim or any series of Claims inclusive of costs and expenses.

\$10,000,000 Our total aggregate liability for all Claims inclusive of costs and expenses.

This Certificate of Currency is subject to the Policy Documentation to be read in conjunction with the Definitions, Conditions and Exclusions in the Pest Controllers Combined Liability Insurance Policy.

Date Issued: 28 March 2025



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

Marcus Bongi
1/131 Britten-Jones Drive
HOLT ACT 2615
AUSTRALIA

Invoice Date
26 Feb 2026

Invoice Number
INV-68625

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: 25 Aug 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

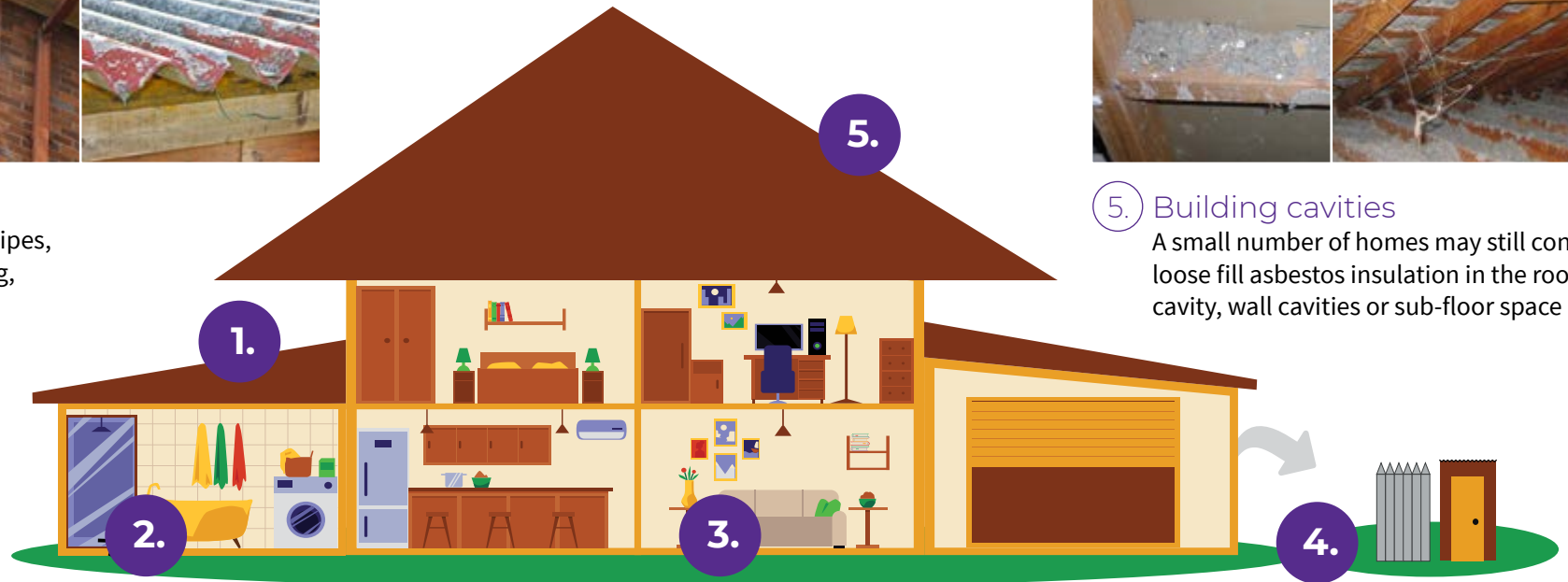
[View and pay online now](#)

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A small number of homes may still contain
loose fill asbestos insulation in the roof
cavity, wall cavities or sub-floor space



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wall and ceiling panels, vinyl floor tiles, backing for wall tiles
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Loose fill asbestos
insulation



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