

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		10	1706	13	59	Braddon
		and known as 10/17 Helemon Street, Braddon ACT 2612				
Seller	Full name	Nicholas Howard Read				
	ACN/ABN					
	Address	10 Curtin Avenue, Wairoonga NSW 2076				
Seller Solicitor	Firm	Tetlow Legal Pty Ltd				
	Email	Property@tetlowlegal.com.au				
	Phone	(02) 6140 3263	Ref 2621399			
	DX/Address	Level 8/28 University Avenue, Canberra ACT 2601				
Stakeholder	Name	Hive Property Canberra Sales Trust Account				
Seller Agent	Firm	Hive Property Canberra				
	Email	steph@hiveproperty.co				
	Phone	0403 524 615	Ref Steph Hunt			
	DX/Address	Level 1, 4 Campion Street, Deakin ACT 2600				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 370 <input type="checkbox"/> section 280 <input type="checkbox"/> section 306 <input type="checkbox"/> section 351				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents				
Goods	Description	All fixed floor coverings, light fittings, window treatments and dishwasher as inspected				
Date for Registration of Units Plan						
Date for Completion On or before 30 days from the Date of this Contract						
Electronic Transaction? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN:						
Land Tax to be adjusted? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes						
Residential Withholding Tax	New residential premises?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	
	Potential residential land?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	
	Buyer required to make a withholding payment?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes (insert details on p.3)	
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		<input type="checkbox"/> No		<input type="checkbox"/> Yes	
	Clearance Certificates attached for all the Sellers?		<input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes	

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

Buyer	Full name					
	ACN/ABN					
	Address					
Buyer Solicitor	Firm					
	Email					
	Phone		Ref			
	DX/Address					
Price	Price	(GST inclusive unless otherwise specified)				
	Less deposit	(10% of Price)			<input type="checkbox"/> Deposit by Instalments (clause 52 applies)	
	Balance					
Date of this Contract						

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

- Inclusions list
- Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	0% per annum
Interest rate if the defaulting party is the Buyer	10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$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	Signature Strata	Phone	
Address			

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

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

2. Terms of payment

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

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

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

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

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

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

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

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

3. Title to the Lease

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

4. Restrictions on transfer

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

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

5. Particulars of title and submission of transfer

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

6. Buyer rights and limitations

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

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

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

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

8. Adjustments

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

9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

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

12. Additional Seller obligations

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

13. Electronic transaction

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

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

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

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

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

18. Notice to Complete and Default Notice

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

19. Termination — Buyer default

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

* Alter as necessary

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

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

20. Termination – Seller default

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

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

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

21. Rescission

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

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

22. Damages for delay in Completion

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

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

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

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

- 22.3 The parties agree that:

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

23. Foreign Buyer

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

- 23.2 This clause is an essential term.

24. GST

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

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

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

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

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

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

25. Power of attorney

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

26. Notices claims and authorities

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

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

27. Unit title

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

28. Definitions and interpretation

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

29. Title to the Unit

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

30. Buyer rights limited

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

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. Damage or destruction before Completion

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

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

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

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

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

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

38. Rescission of Contract

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

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

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

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

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

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

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

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

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

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

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

52.5 If the First Instalment of the Deposit is:

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

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

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

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

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

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

53. Residential Withholding Tax

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

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

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

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

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

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

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

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

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

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

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

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

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

* Alter as necessary

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

Unit 10 UP No. 1706
Block 13 Section 59 Braddon

ADDITIONAL CLAUSES

54. DEFINITIONS

54.1 In this Contract, in addition to the definitions included in General Clause 1.1 of the General Clauses:

- (a) **Additional Clauses** means these clauses 54 to clause 67 of this Contract.
- (b) **Contract** means this contract for sale including the General Clauses, these Additional Clauses and any schedules, attachments or annexures to it.
- (c) **General Clauses** means the Law Society of the Australian Capital Territory: ACT Contract for Sale CS10-2024.
- (d) **Raise Issue** means any of (and any combination of) the following:
 - (i) delay completion;
 - (ii) rescind this contract;
 - (iii) terminate this contract;
 - (iv) make requisition;
 - (v) object;
 - (vi) make a claim for damages or otherwise;
 - (vii) deduct or seek to deduct any funds otherwise payable to the Seller;
 - (viii) retain or seek to retain, any funds otherwise payable to the Seller;
 - (ix) require works to be undertaken; and
 - (x) require any documents, certificates, approvals or similar.

55. INCONSISTENCY

55.1 In the event of any inconsistency between the General Clauses and these Additional Clauses, the Additional Clauses will prevail to the extent of the inconsistency.

56. AMENDMENTS TO GENERAL CLAUSES

56.1 The General Clauses are amended as follows:

- (a) clauses 13.6 and 13.9 – the number “7” is replaced with “14”;
- (b) clause 13.10.1 – the words “2 *Business Days*” are replaced with “1 *Business Day*”;
- (c) clause 13.10.2 – the words “*at least 1 Business Day before the Date for Completion*” are replaced with “*prior to Completion*”;
- (d) clauses 17.1.1(a) and 17.1.2(a) – the words “5%” are replaced with “1%”.
- (e) clause 18 - new clauses 18.12 and 18.13 included to read as follows:
 - 18.12 *If a Notice to Complete is served by the Seller in accordance with this clause 18, the Seller may in its absolute discretion, with or without the consent of the Buyer, by written notice to the Buyer:*

- (a) *extend the date appointed for Completion under the Notice to Complete; or*
- (b) *withdraw the notice to complete.*

18.13 *If the Seller issues a Notice to Complete in accordance with this clause 18, the Buyer must allow an adjustment in favour of the Seller on Completion of \$330.00 inclusive of GST as an additional contribution to the Seller's legal costs. This payment will not in any way limit the Seller's right to receive payment of any other damages arising from the Buyer's breach of this Contract.*

- (f) clause 22.1.3 is replaced with the following clause:

If the defaulting party is the Buyer, the amount this Contract says on page 2 is to be applied towards any legal costs and disbursements incurred by the Seller.

- (g) clause 28.2 – the words “5%” are replaced with “1%”.

- (h) clause 39.5 - a new clause 39.5 is inserted to read as follows:

39.5 *Clause 17 will apply to any claim for compensation made under this clause 39.*

57. BUYER ACKNOWLEDGEMENT

57.1 The Buyer acknowledges and agrees that:

- (a) The Buyer must not Raise Issue due to any matter in relation to the Seller or the Property which was disclosed to the Buyer, or was reasonably capable of being identified or found by the Buyer had the Buyer undertaken the usual enquiries, investigations and searches about the Property as would reasonably be expected of a prudent Buyer in a proper and diligent manner;
- (b) The Buyer accepts the Property, land, fixtures, fittings, Goods and Improvements in their condition and state of repair as at the Date of this Contract including any legal and physical defects (latent or patent), infestations and dilapidation;
- (c) The Seller is not required to carry out any work or effect any repairs or renovations whatsoever unless otherwise provided by this Contract;
- (d) The Seller makes no warranty as to the status of contamination that may or may not be present on the Property including soil, ground water or substrata. The Buyer has relied on their own enquiries as to whether any form of contamination, including asbestos, is present in the Property. The Buyer must not Raise Issue with regards to any contamination which may or may not be present on the Property;
- (e) The Buyer has received the Required Documents and has had the opportunity to make their own enquiries with respect to all matters disclosed and contained in the Required Documents.

57.2 Notwithstanding anything in this Contract to the contrary, the Buyer accepts and must not Raise Issue in relation to:

- (a) any encroachment by or upon the land;
- (b) any dispute regarding any dividing fence or boundary erections (if any);

- (c) existence or non-existence of any Services, including the nature, location, availability and condition;
- (d) purpose or fitness of the land for a particular purposes;
- (e) any heritage significance of the Property;
- (f) requirements of an authority in relation to the Property;
- (g) non-compliance with the Property with any law; or
- (h) loss, damage or need for further works to the Property.

58. ENTIRE AGREEMENT

- 58.1 The Buyer agrees that this Contract sets out the entire agreement between the parties concerning the Property and that this Contract supersedes any prior understanding, arrangement, agreement, advice or material in relation to the Property in this Contract.

59. RELIANCE AND REPRESENTATIONS

- 59.1 The Buyer warrants to the Seller that they have relied entirely on their own investigations and enquiries (including inspections) of the Land, Property and Improvements and do not rely on any representation, warranty, condition, or promise made on behalf of the Seller, Seller's Solicitor, the Seller's agent or any other person acting on behalf of the Seller concerning the Property in this Contract.

60. SELLER AGENT WARRANTY AND INDEMNITY

- 60.1 The Buyer warrants they were not directly or indirectly introduced to either the Seller or the Property by any other person other than the Seller Agent noted in the Contract Schedule or in circumstances that would give rise to any claim for commission or remuneration in relation to the sale of the Property by any other person.
- 60.2 The Buyer indemnifies and keeps indemnified the Seller against all claims for commission, costs of damages, whether actual or threatened, in respect of this Contract arising from a breach of the warranty in Additional Clause 60.1.
- 60.3 This Additional Clause 60 does not merge on Completion.

61. KEYS

- 61.1 Upon Completion, the Seller will provide the Buyer with all keys necessary for the Buyer to enter the Land, Property and Improvements and any other keys in the Seller's possession in relation to the Property. The Buyer must not Raise Issue regarding the keys provided by the Seller to the Buyer under this Additional Clause.

62. LAND CHARGES

- 62.1 At least 2 Business Days prior the Date for Completion the Buyer must provide the Seller Solicitor with a special water meter reading certificate, failure of which will result in no adjustment being made on settlement for any amount shown on the certificate and the Buyer acknowledges that they will not be entitled to retain any amount from the balance of the Price or the Deposit to pay or adjust for any amount shown on the certificate.

62.2 If completion does not occur on or before the Date of Completion solely due to the delay or default of the Buyer, then despite General Clauses 8.1 and 8.2 the Buyer is liable for the Land Charges from the Date of Completion up to and include the date of actual Completion.

63. DEPOSIT BOND CONDITION

63.1 If the Seller has accepted a Deposit Bond from the Buyer at the Date of this Contract, then this Additional Clause 63 applies.

63.2 In this Contract, Deposit Bond means the deposit bond issued to the Seller at the request of the Buyer and attached to this Contract.

63.3 Subject Additional Clauses 63.3 and 63.4, the delivery of the Deposit Bond, upon or before the making of this Contract to the Stakeholder or the Seller Solicitor shall, to the extent of the amount guaranteed under the Deposit Bond, be deemed for the purposes of this Contract to be payment of the Deposit in accordance with this Contract.

63.4 The Buyer shall pay the amount stipulated in the Deposit Bond to the Seller in cash or by unendorsed bank cheque on Completion or at such other time as may be provided for the Deposit to be accounted for to the Seller.

63.5 If the Seller serves on the Buyer a notice in writing claiming to forfeit the Deposit, then, to the extent that the amount has not already been paid by the issuer of the Deposit Bond under the Deposit Bond, the Buyer shall immediately pay the Deposit (or so much that has not yet been paid) to the Stakeholder.

63.6 The Seller acknowledges that payment by the issuer of the Deposit Bond under the Deposit Bond shall, to the extent of the amount paid, be in satisfaction of the Buyer's obligation to pay the Deposit under Additional Clause 63.4.

63.7 If the issuer of the Deposit Bond is placed under external administration of any nature before Completion, the Buyer must, within 24 hours, secure the Deposit referred to in the Schedule to the Seller by either:

- (a) providing a replacement deposit bond by another deposit bond provider reasonably acceptable to the Seller; or
- (b) payment of the 10% Deposit in accordance with General Clause 2.1.

63.8 This Additional Clause 63 is for the benefit of the Seller and the performance of the obligations by the Buyer are an essential condition of this Contract.

64. DEATH OR INCAPACITY

64.1 If either party dies or is found by a court or tribunal to be incapable of administering their own affairs prior to Completion, the Seller may rescind the contract and General Clause 21 will apply.

65. CONSTRUCTION

65.1 No rule of construction will apply to this Contract to the disadvantage of the Seller due to the Seller being responsible for the preparation of, or seeks to rely on, this Contract or any part of it.

66. ELECTRONIC TRANSACTION

66.1 For the purposes of this Additional Clause 66:

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

66.2 Generally, and for the purposes of:

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

each party consents to:

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

whether performed via the Platform or otherwise.

66.3 The parties warrant that:

- (a) the electronically signed and exchanged Contract; and
- (b) if reasonably required by any party, a print out of the Contract which has been electronically signed and exchanged, is sufficient evidence of:
- (c) the parties' intention to enter into and be bound by the Contract;
- (d) the parties' consent to conducting this Contract electronically; and
- (e) the Contract itself being a document which is in writing and signed in a manner that results in a binding agreement.

66.4 Where the Buyer is a corporation, the Buyer warrants that:

- (f) it has complied with its constitution and any provisions of the *Corporations Act 2001 (Cth)* that apply to the Buyer as replaceable rules;
- (g) the persons signing on behalf of the Buyer:
 - (i) have been duly appointed;
 - (ii) have the authority to exercise the powers and perform the duties customarily exercised or performed by that kind of officer or agent of a similar company;
 - (iii) properly perform their duties to the Buyer; and
 - (iv) hold the office or role that they hold out that they occupy, when signing this Contract; and
- (h) it considers that this Contract has been duly executed with the intention of the Buyer being bound to perform this Contract.

67. DIRECTOR GUARANTEES

- 67.1 Where the Buyer is a corporation, all directors of that corporation must provide a guarantee in the form provided at Annexure A (the Guarantee) securing the corporation's performance of its obligation under this Contract.
- 67.2 Despite electronically signing this Contract and the Guarantee as at the Date of this Contract, the Buyer must provide to the Seller the original signed and duly witnessed versions of the Guarantee for each director within 7 days of the date of this Contract.

ANNEXURE A – DEED OF GUARANTEE

Recitals

- A. The Guarantors are the directors of the Buyer.
- B. At the request of the Guarantors, the Buyer and the Seller have entered into a contract for sale of the Property (the Contract).
- C. The Guarantors acknowledge that the Seller is accepting the obligations in the Contract as a result of the Guarantors entering into this guarantee.

Operative Clauses

1. If the Guarantors have not signed this deed, the Seller may terminate the Contract by serving a notice, but only within 14 days after the Date of this Contract.
2. In consideration of the Seller entering into this Contract at the Guarantors request, each Guarantor guarantees to the Seller:
 - (a) payment of all money payable by the Buyer under this Contract; and
 - (b) the performance of all of the Buyer's other obligations under this Contract.
3. The Guarantors:
 - (a) indemnify the Seller against any claim, action, loss, damage, cost, liability, expense or payment incurred by the Seller in connection with or arising from any breach or default by the Buyer of its obligations under this Contract; and
 - (b) must pay on demand any money due to the Seller under this indemnity.
4. The Guarantors are jointly and separately liable with the Buyer to the Seller for:
 - (a) the performance by the Buyer of its obligations under this Contract; and
 - (b) any damage incurred by the Seller as a result of the Buyer's failure to perform its obligations under this Contract or the termination of this Contract by the Seller.
5. The Guarantors must pay to the Seller on written demand by the Seller all expenses incurred by the Seller in respect of the Seller's exercise or attempted exercise of any right under this deed.
6. The Guarantors obligations under this deed are not released, discharged or otherwise affected by:
 - (a) the granting of any time, waiver, covenant not to sue or other indulgence;
 - (b) the release or discharge of any person;
 - (c) an arrangement, composition or compromise entered into by the Seller, the Buyer, the Guarantors or any other person;

- (d) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the Seller by this Contract, a statute, a Court or otherwise;
 - (e) payment to the Seller, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - (f) the winding up of the Buyer.
7. This deed binds the Guarantors and the executors, administrators and assigns of the Guarantors.

EXECUTED as a Deed.

SIGNED SEALED & DELIVERED by)
the Buyer's Director/s)

in the presence of:

.....
Signature of Witness

.....
Signature of Director/s

.....
Name of Witness

.....
Name of Director/s

SIGNED SEALED & DELIVERED by)
the Buyer's Director/s)

in the presence of:

.....
Signature of Witness

.....
Signature of Director/s

.....
Name of Witness

.....
Name of Director/s

Volume 1539 Folio 60 Edition 5

**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH**

LAND

Braddon Section 59 Block 13 on Deposited Plan 9087 with 36 units on Unit Plan 1706

Unit 10 (Class A) entitlement 256 of 10000, 3 subsidiaries

Lease commenced on 16/10/1998, terminating on 01/09/2055

Proprietor

Nicholas Howard Read

10 Curtin Avenue North Wahroonga NSW 2076

REGISTERED ENCUMBRANCES AND INTERESTS

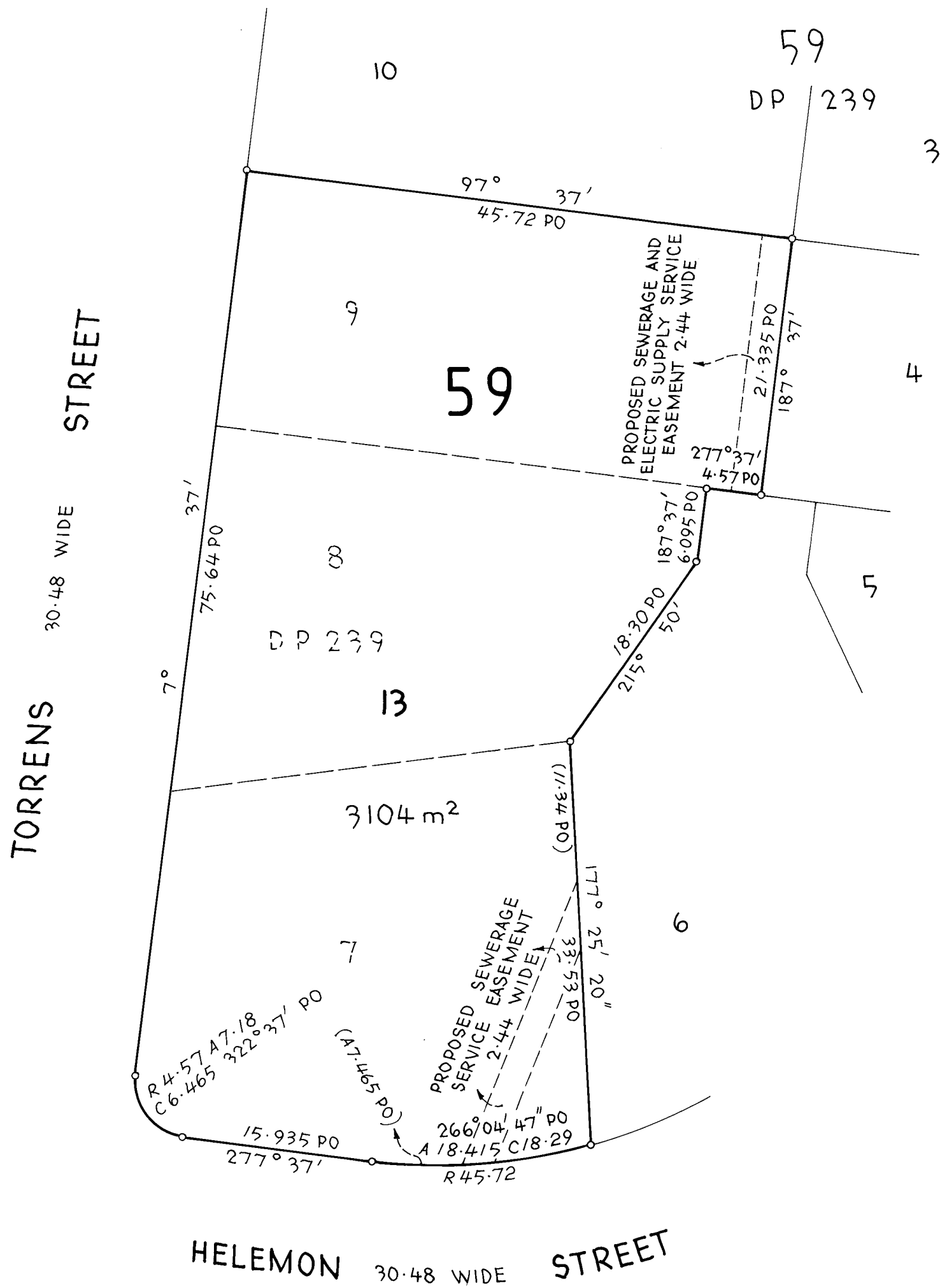
Original title is **Volume N/A Folio N/A**

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
27/07/2018	2165043	Mortgage to Commonwealth Bank of Australia

End of interests



REFERENCE MARKS

- ⊙ Denotes G.I.P. in road 1-83 radially from T.P.
- ⊙ " C.B. " " 1-83 " " T.P.
- (Except as otherwise shown)

Azimuth: -A-B- (Strom)

I, GORDON SAVILLE BURTON of & ASSOC P/L CANBERRA
 a surveyor registered under the Surveyors Act 1967 hereby certify
 that the survey represented on this plan is COMPILED FROM DP 239
 made (2) under my immediate supervision in accordance with Survey Practice
 Directions 196 and was completed on, 18 APRIL 1996
 1995

(Signature) *Gordon Saville Burton*
 Surveyor registered under the Surveyors Act 1967. 19.4.96

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

Don May 19/8/96
 Chief Surveyor of the ACT Government

PLAN OF
 BLOCK 13 SECTION 59
 BEING A CONSOLIDATION OF BLOCKS 7-9
 DIVISION: BRADDON
 DISTRICT: CANBERRA CENTRAL

AUSTRALIAN CAPITAL TERRITORY

SCALE 1:400

Field Books: 0 5 10 20 30 METRES

Deposited in the office of the Registrar of Titles, Canberra in
 the Australian Capital Territory the *fifteenth*
 day of *May* 19*97* at *two* minutes
 past *two* o'clock in the *after* noon
 Approved

Robert...
 DEPUTY REGISTRAR GENERAL

DEPOSITED PLAN
 9087

AMENDS DP 239

X15892





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	10	Block	13	Section	59	Suburb	BRADDON
-------------	-----------	--------------	-----------	----------------	-----------	---------------	----------------

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

	No	Yes
1. Have any notices been issued relating to the Crown Lease?	(X)	()
2. Is the Lessor aware of any notice of a breach of the Crown Lease?	(X)	()
3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="checkbox"/>	()	(X)
Certificate Number: 52238		
Dated: 14-OCT-98		
4. Has an application for Subdivision been received under the Unit Titles Act?		(see report)
5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004?		(see report)
6. If an application has been determined, is the land subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007, or part 6.3 of the Planning Act 2023?		(see report)
7. Has a development application been received, or approval (applications lodged prior to 2 April 1992 will not be included)?		(see report)
8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included)		(see report)
9. Has an Order been made in respect of the Land pursuant to Part 11.3 of the Planning & Development Act 2007 or Part 12.3 of the Planning Act 2023?		(see report)
10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?		(see report)

Applicant's Name : Info Track
 E-mail Address : actenquiries@infotrack.com.au
 Client Reference : 2621399 - 198696999

Date: 30-JUN-26 14:12:59



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

30-JUN-2026 14:12

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 4

INFORMATION ABOUT THE PROPERTY

BRADDON Section 59/Block 13/Unit 10

Building Class: A

Area(m2): 3,104.4

Unimproved Value: \$4,680,000

Year: 2025

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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



STATUTORY PLANNING
 DEVELOPMENT SOLUTIONS BRANCH
 480 Northbourne Avenue
 DICKSON ACT 2601

30-JUN-2026 14:12

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

Page 2 of 4

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA983222 **Lodged** 15-JUL-98 **Type** Public Works

-- Application Details -----

Description

INSTALLATION OF SUBSTATION ON VERGE WITH UNDERGROUND CABLE.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	59	13-13	

-- Involved Parties -----

Role	Name
Applicant	Scott Brothers
Contact	Scott

-- Activities -----

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

Application DA943596 **Lodged** 20-JUL-94 **Type** Single Dwelling

-- Application Details -----

Description

Lease V: Construction of 39 medium density apartments.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	59	7-7	
Canberra Central	Braddon	59	8-8	
Canberra Central	Braddon	59	9-9	
Canberra Central	Braddon	59	13-13	

-- Involved Parties -----

Role	Name
Applicant	Bryan R Dowling And Associates

-- Activities -----

Activity Name	Status
La Lease Var Subdivision	Approved



STATUTORY PLANNING
 DEVELOPMENT SOLUTIONS BRANCH
 480 Northbourne Avenue
 DICKSON ACT 2601

30-JUN-2026 14:12

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

Page 3 of 4

Application DA943419 **Lodged** 11-JUL-94 **Type** Single Dwelling

-- Application Details -----

Description

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	59	7-7	
Canberra Central	Braddon	59	8-8	
Canberra Central	Braddon	59	9-9	
Canberra Central	Braddon	59	13-13	

-- Involved Parties -----

Role	Name
Applicant	Bryan R Dowling And Associates

-- Activities -----

Activity Name	Status
D+S Multiple Dwelling	Approved
D+S Multiple Dwelling	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, 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.



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

30-JUN-2026 14:12

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 4 of 4

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 -----

Energy Efficiency Report



FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★★☆☆☆ **4.5 STARS**
in Climate: 24

SCORE: 3 POINTS

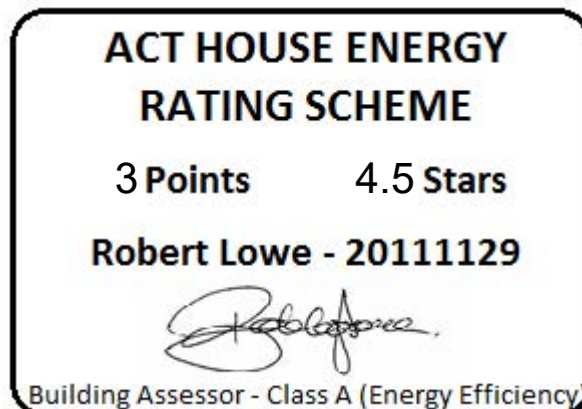
Name: Read

Ref No: 70764

House Title: Unit 10 Block 13 Section 59 BRADDON

Date: 30-06-2026


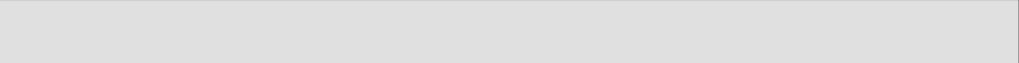
Address: 10/17 Helemon Street, Braddon ACT 2612



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	3											
Potential	17											

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

Design options

Additional points

Change curtain to	Heavy Drapes & Pelmets	8
Weather strip entry door		6

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	3	★★★★☆
-----------------------	----------	--------------

Largest windows in the dwelling;

Direction : WNW

Area : 10 m²

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. West	4	★★★★☆
2. North West	7	★★★★★
3. North	10	★★★★★
4. North East	9	★★★★★
5. East	4	★★★★☆
6. South East	2	★★★★☆
7. South	3	★★★★☆
8. South West	5	★★★★☆

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 10 Block 13 Section 59 BRADDON, 10/17 Helemon Street, Braddon ACT 2612,

Assessor's Name:

Net Conditioned Floor Area: 83.8 m²

				Points		
Feature				Winter	Summer	Total
CEILING				15	0	15
Surface Area:	114	Insulation:	-100			
WALL				-5	3	-2
Surface Area:	12	Insulation:	-23	Mass:	9	
FLOOR				-10	0	-10
Surface Area:	0	Insulation:	-6	Mass:	-4	
AIR LEAKAGE (Percentage of score shown for each element)				1	0	0
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	22 %			
Exhaust Fans	21 %	Doors	40 %			
Down Lights	0 %	Gaps (around frames)	17 %			
DESIGN FEATURES				0	0	0
Cross Ventilation	0					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				-13	-7	-20
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
ESE	4	5%	-11	5	-1	-7
WNW	10	12%	-23	16	-5	-12
Total	14	17%	-34	22	-6	-20

* 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 2 points	Winter	Summer	Total
RATING ★★☆☆☆	-12	-4	3*

* includes 20 points from Area Adjustment

Detailed House Data

House Details

ClientName Read
HouseTitle Unit 10 Block 13 Section 59 BRADDON
StreetAddress 10/17 Helemon Street, Braddon ACT 2612
FileCreated 30-06-2026

Climate Details

State
Town Canberra
Postcode 2600
Zone 24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	Enclosed	No	No	No	Float Timb	R0.0	43.6m ²
2	Suspended Slab	Enclosed	No	No	No	Carp	R0.0	20.7m ²
3	Suspended Slab	Enclosed	No	No	No	Tiles	R0.0	24.7m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Cavity	No	R0.0	19.3m	2.4m
2	Brick Cavity	Yes	R0.0	20.9m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Suspended Slab	Yes	No	R0.0	89.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	ESE	1.2m	1.8m	No	SG	ALIMPR	HB	No	0.0m	0.0m	0.0m
2	ESE	1.2m	1.8m	No	SG	ALIMPR	HB	No	0.0m	0.0m	0.0m
3	WNW	2.1m	2.4m	No	SG	ALIMPR	CP	No	2.0m	2.0m	0.5m
4	WNW	2.1m	2.4m	No	SG	ALIMPR	CP	No	2.0m	2.0m	0.5m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	ESE	1.2m	1.8m	0.0m	0.0m	0.0m	0.0m	3.5m	0.5m	8.0m	5.0m
2	ESE	1.2m	1.8m	0.0m	0.0m	0.0m	0.0m	3.5m	3.5m	8.0m	2.0m
3	WNW	2.1m	2.4m	0.0m	0.0m	0.0m	0.0m	1.0m	1.0m	1.0m	3.9m
4	WNW	2.1m	2.4m	0.0m	0.0m	0.0m	0.0m	1.0m	3.9m	1.0m	1.0m

Zoning Details

Is there Cross Flow Ventilation ? Average

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 ? No
Area of Heavyweight Mass 0m²
Area of Lightweight Mass 0m²

Sealed

UnSealed

Chimneys	0	0
Vents	0	0
Fans	3	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	0
External Doors	0	0

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

Insurance Certificates & Tax Invoice



TO WHOM THIS MAY CONCERN

9th March 2026

Certificate of Currency

Dear Sir or Madam,

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

TYPE OF INSURANCE: Professional Indemnity Insurance

INSURED: ACT Property Inspections Pty Ltd.

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

POLICY NUMBER: B0507OE2600060

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

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

INSURERS: 100% Lloyd's of London

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

Issued on behalf of Price Forbes & Partners



Adam Power
Executive Director



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

Nicholas Read
10/17 Helemon St
BRADDON ACT 2612
AUSTRALIA

Invoice Date
22 Jun 2026

Invoice Number
INV-70764

Reference
10/17 Helemon St, Braddon
ACT 2612, Australia

ABN
33 600 397 466

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

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

Due Date: 7 Jul 2026

Payment Terms: 7 Day Account

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

Direct Deposit

BSB: 012084

Account Number: 194679655

Account Name: ACT Property Inspections Pty Ltd

Please reference your name and invoice number

Cheques - please make payable to ACT Property Inspections Pty Ltd

[View and pay online now](#)



**ACT
PROPERTY
INSPECTIONS**

RECEIPT

Nicholas Read
10/17 Helemon St
BRADDON ACT 2612
AUSTRALIA

Payment Date
22 Jun 2026

Sent Date
24 Jun 2026

ABN:
33 600 397 466

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

Total AUD paid	425.00
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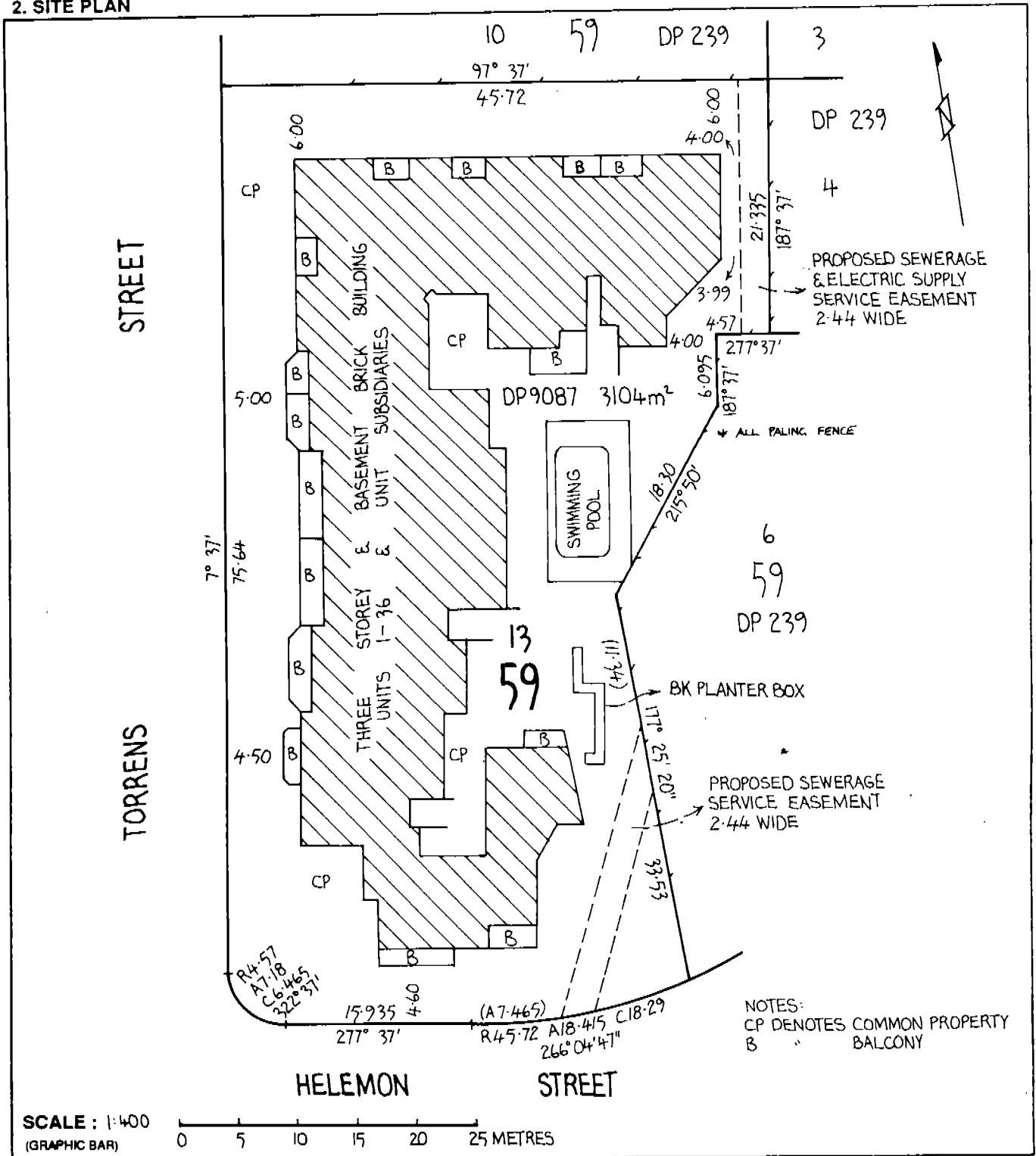
Invoice Date	Reference	Payment Reference	Invoice Total	Amount Paid	Still Owing
22 Jun 2026	INV-70764	Payment - INV-70764 Payment created via eWAY PayThis.	425.00	425.00	0.00
			Total AUD	425.00	0.00

UNITS PLAN No ...1706...

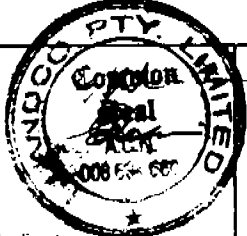
1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
BRADDON	59	13

2. SITE PLAN



3. EXECUTION

 <p>Applicant</p>	<p><i>P. Self</i></p> <p>17/8/92</p> <p>Surveyor</p>	<p><i>Monica Saad</i></p> <p>Monica Saad</p> <p>Delegate of the Minister</p>
--	--	--

20P 16367

FORM 1

Real Property (Unit Titles) ^{Act} Ordinance 1970

UNITS PLAN NO. 1706

Block 13 Section 59 Division of BRADDON
Register Book Volume 1514 MS Folio 98 MS Deposited Plan No 9087

Address of the Corporation for service of documents INDEPENDENT BODY CORPORATE
222 CITY WALK, CANBERRA ACT 2601

I, PETER JOHN SELFE of JOHN RAE & ASSOCIATES, GPO BOX 485, CANBERRA ACT 2601

a surveyor registered under the Surveyors Ordinance 1967, hereby certify that

- 1. the survey represented on this plan is accurate and has been made by me ~~or under my immediate supervision~~, in accordance with the Survey Practice Directions 1987 and was completed on 10th AUGUST 1998
- 2. the diagram on sheet(s) 1, 5-14 shows
 - (a) the boundaries of the abovementioned parcel of land;
 - * (b) ~~the boundaries of each unit that is a Class B unit as defined in the Unit Titles Ordinance 1970 into which the parcel is to be subdivided;~~ ^{Act}
 - # (c) the boundaries at ground level, or projected to ground level, of the extremities of each building or building in the course of erection on the parcel.
- #3. each building or building in the course of erection on the parcel is wholly within the parcel.
- #4. where part of a wall or part of a building or material attached to either encroaches beyond the boundaries of the parcel:-
 - (a) all units and unit subsidiaries shown in the diagram are wholly within the parcel;
 - (b) the diagram clearly indicates the existence of the encroachment and its nature and extent; and
 - (c) where the encroachment is onto land, other than a public place within the meaning of the Roads and Public Places Ordinance 1937, that an appropriate easement has been granted and registered as an appurtenance to the parcel.

Dated this 17th day of AUGUST 1998

P. Selfe
Surveyor, Registered under the Surveyors Ordinance 1967
^{Act}

* Delete if not applicable

Delete if there is no building or building in the course of construction, on the parcel

Approved under the Unit Titles ^{Act} Ordinance 1970 as the Units Plan for the sub-division of the abovementioned parcel of land.

Where the Units Plan indicates a part of a wall or a 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 Ordinance 1937, I do not object to the continuance of the encroachment in its present form for the life of the whole building of which the encroachment forms part or for the term of the existing Crown Lease, whichever period is the shorter.

Dated this Fifteenth day of October 1998

Monica Saad
Monica Saad
Minister for the Arts, Sport, the Environment, Tourism and Territories
Delegate of the Minister

Registered by me on the SIXTEENTH day of OCTOBER 1998 at o'clock in the noon, the number allocated to the Units Plan being 1706

The terms of the leases of the units and the lease of the common property expire on the FIRST day of SEPTEMBER 2055

P. A. Rowe
P. A. ROWE
DEPUTY REGISTRAR-GENERAL



Registrar of Titles

SCHEDULE OF UNIT ENTITLEMENTS

UNITS PLAN No. 1706

DISTRICT/DIVISION BRADDON

SECTION 59

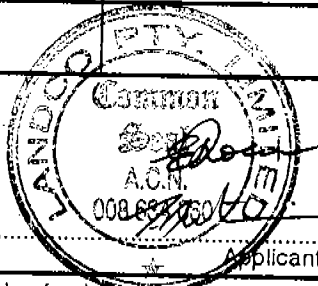
BLOCK 13

COLUMN 1			COLUMN 2	
UNIT NO.	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	CERTIFICATE OF TITLE	
			VOLUME	FOLIO
1	251	4	1539	51
2	238	3	1539	52
3	382	4	1539	53
4	252	4	1539	54
5	239	3	1539	55
6	382	4	1539	56
7	254	4	1539	57
8	241	3	1539	58
9	388	4	1539	59
10	256	3	1539	60
11	320	3	1539	61
12	257	3	1539	62
13	321	3	1539	63
14	261	3	1539	64
15	329	4	1539	65
16	323	4	1539	66
17	226	3	1539	67
18	241	3	1539	68
19	311	4	1539	69
20	221	3	1539	70
21	326	4	1539	71
22	228	3	1539	72
23	243	3	1539	73
24	238	3	1539	74

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:

Register Book Volume 1539 Folio 50



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

Dated this Fifteenth day of October 19 98.

Monica Saad
Monica Saad

Delegate of the Minister

P. A. Rowe
P. A. ROWE
DEPUTY REGISTRAR-GENERAL



Registrar of Titles

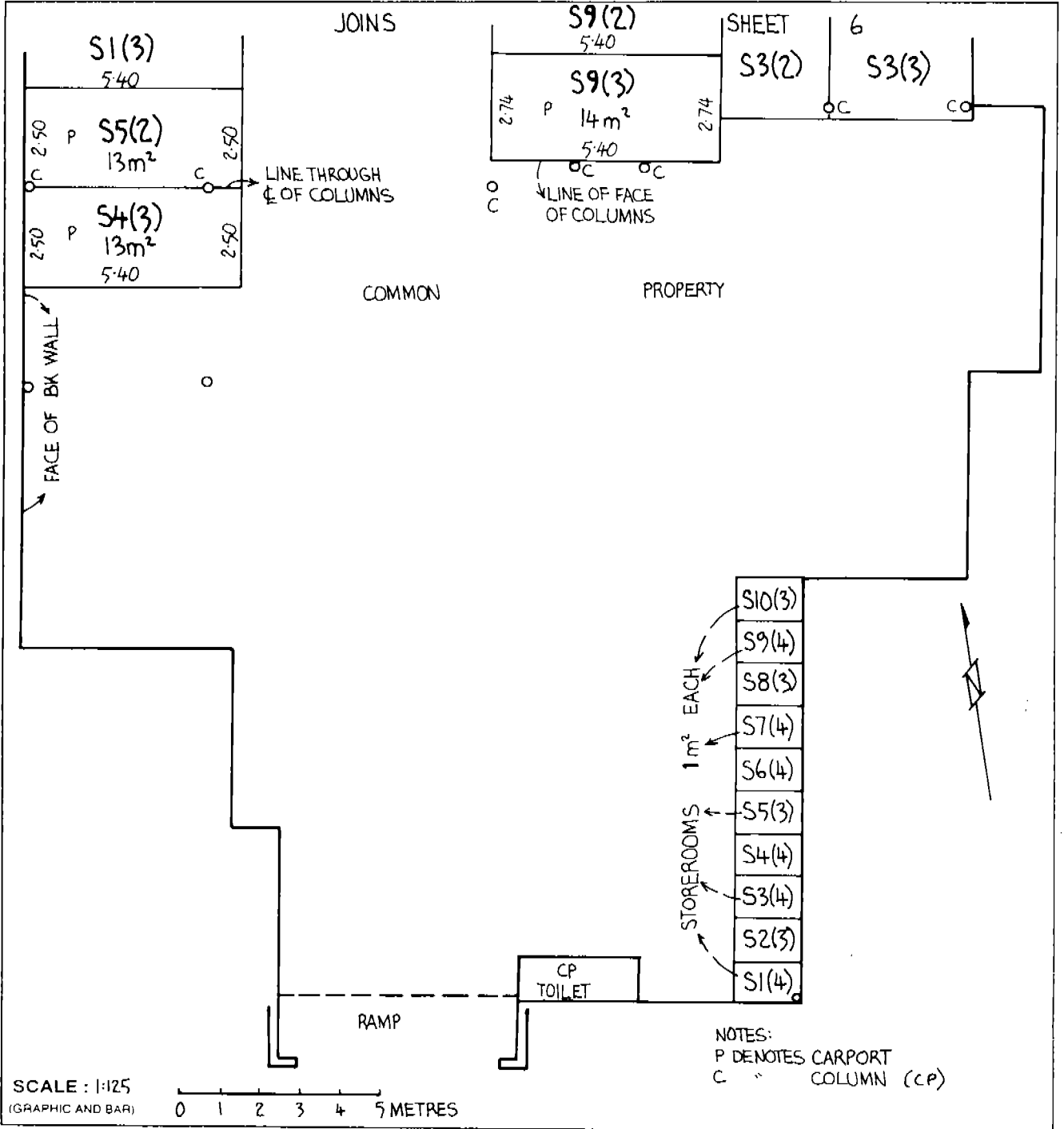
UNITS PLAN No 1706

1. LAND

SECTION/DIVISION	SECTION	BLOCK
BRADDON	59	13

2. FLOOR NUMBER - BASEMENT - UNIT SUBSIDIARIES

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



3. EXECUTION

<p>Applicant</p>	<p>Monica Seed Delegate of the Minister</p>
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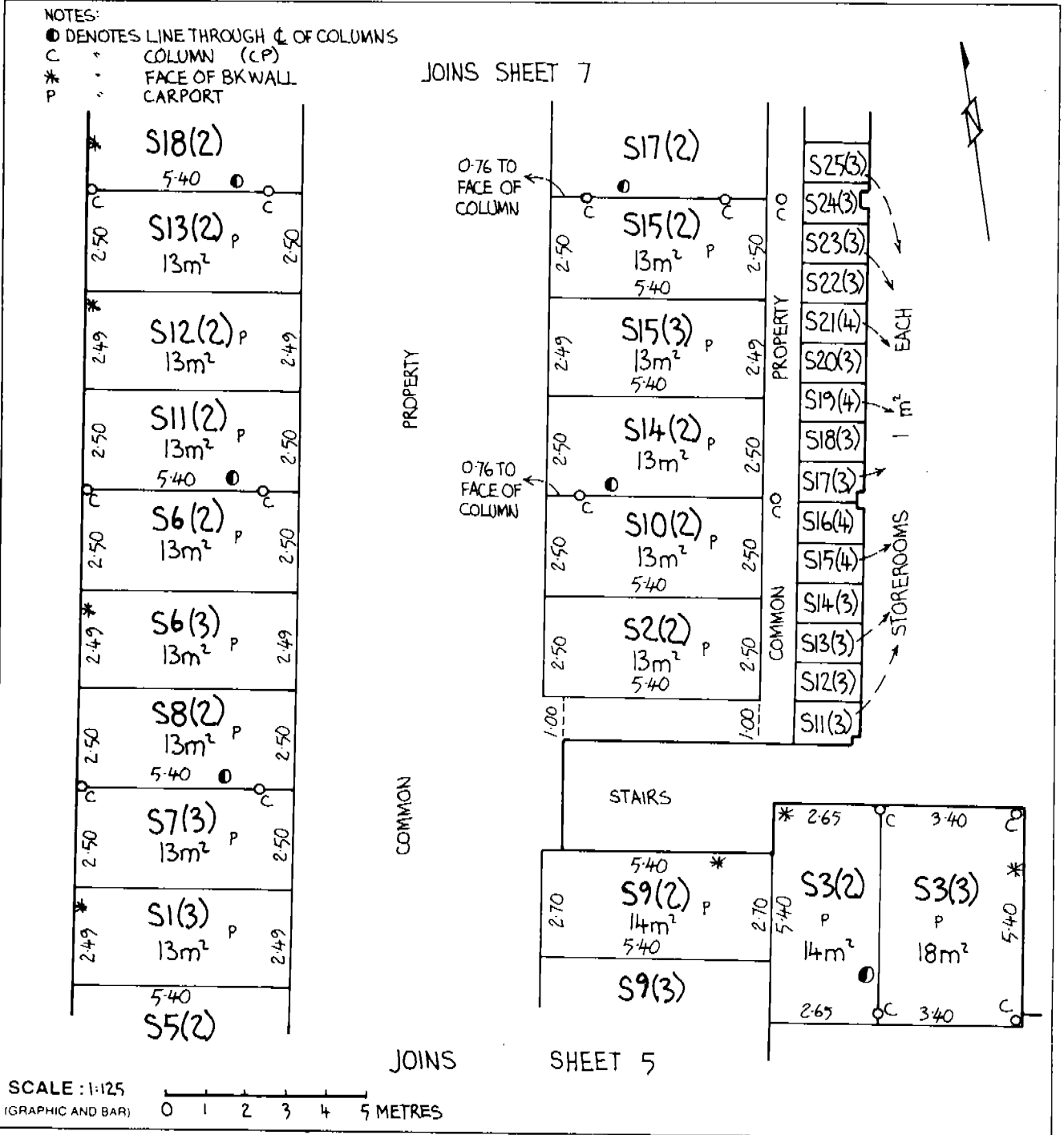
UNITS PLAN No 1706

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
BRADDON	59	13

2. FLOOR NUMBER - BASEMENT - UNIT SUBSIDIARIES

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



3. EXECUTION

	<p>Monica Saad Monica Saad Delegate of the Minister</p>
Applicant	

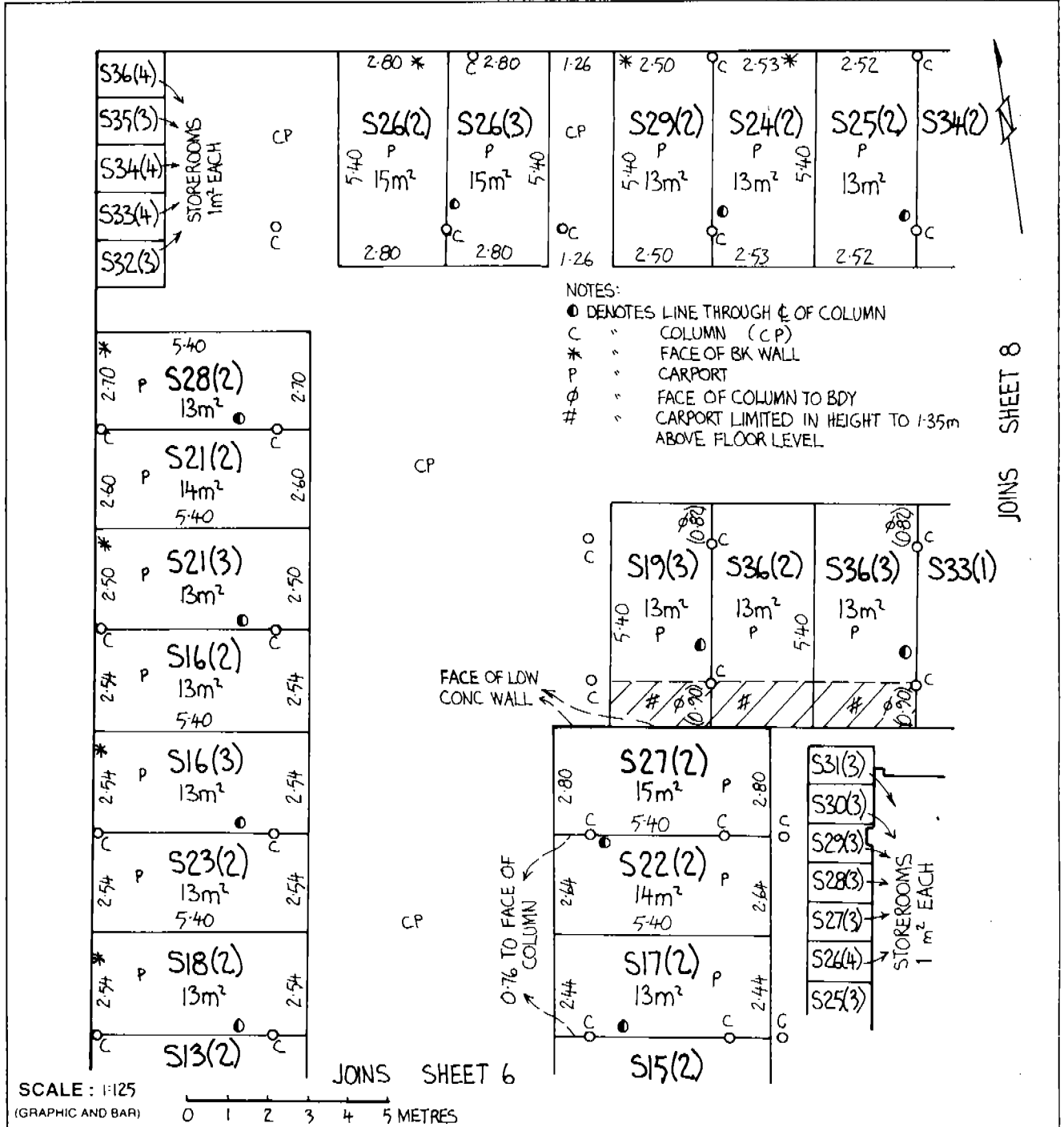
UNITS PLAN No 1706

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
BRADDON	59	13

2. FLOOR NUMBER - BASEMENT - UNIT SUBSIDIARIES

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



3. EXECUTION

<p>Applicant</p>	<p>Monica Saad Monica Saad Delegate of the Minister</p>
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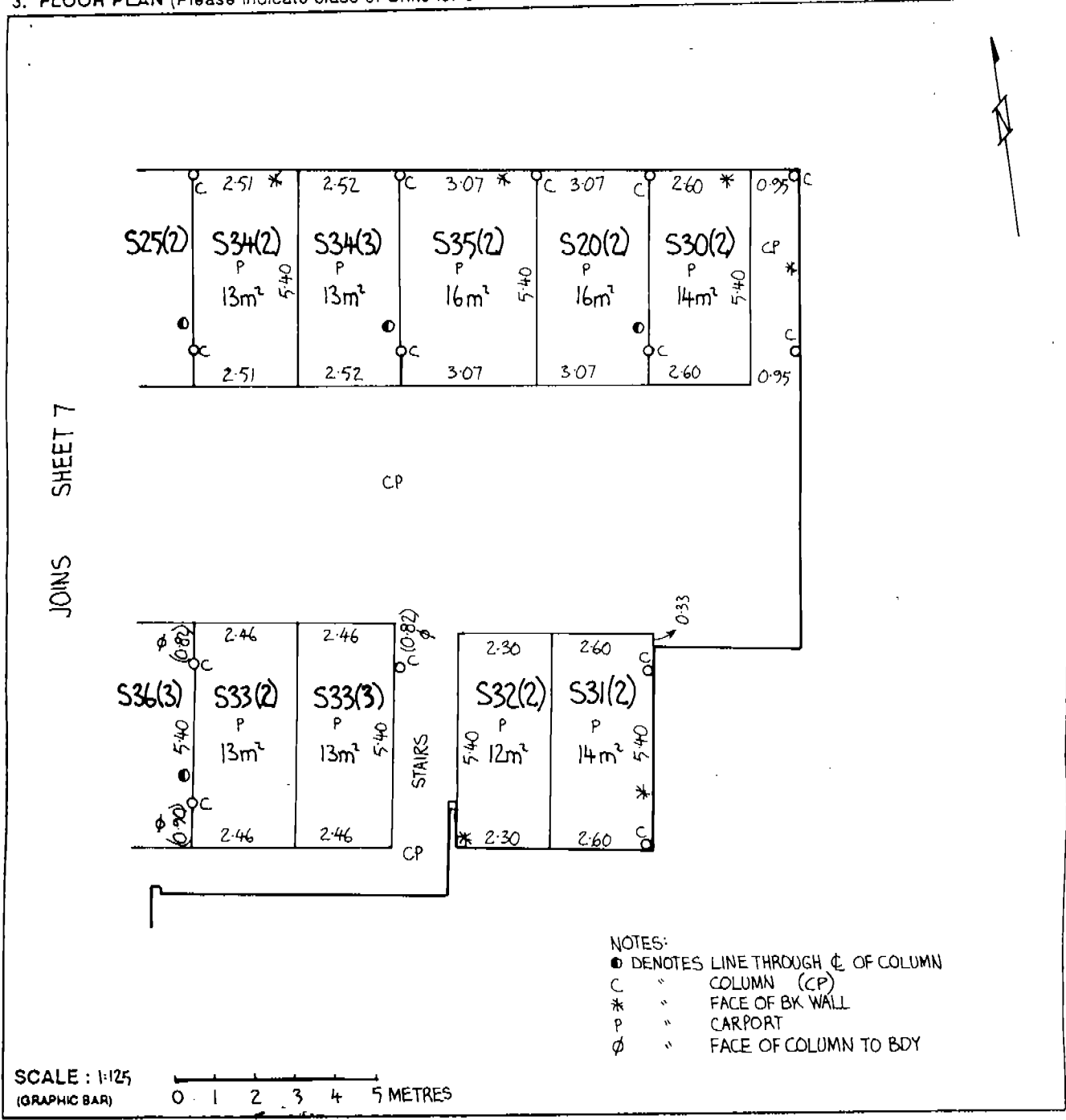
UNITS PLAN No 1706

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
BRADDON	59	13

2. FLOOR NUMBER - BASEMENT - UNIT SUBSIDIARIES

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



3. EXECUTION

Official seal of Landco Pty Limited, Common Seal, A.C.N. 008 634 690. A signature is present next to the seal.

Monica Saad
 Monica Saad
 Delegate of the Minister

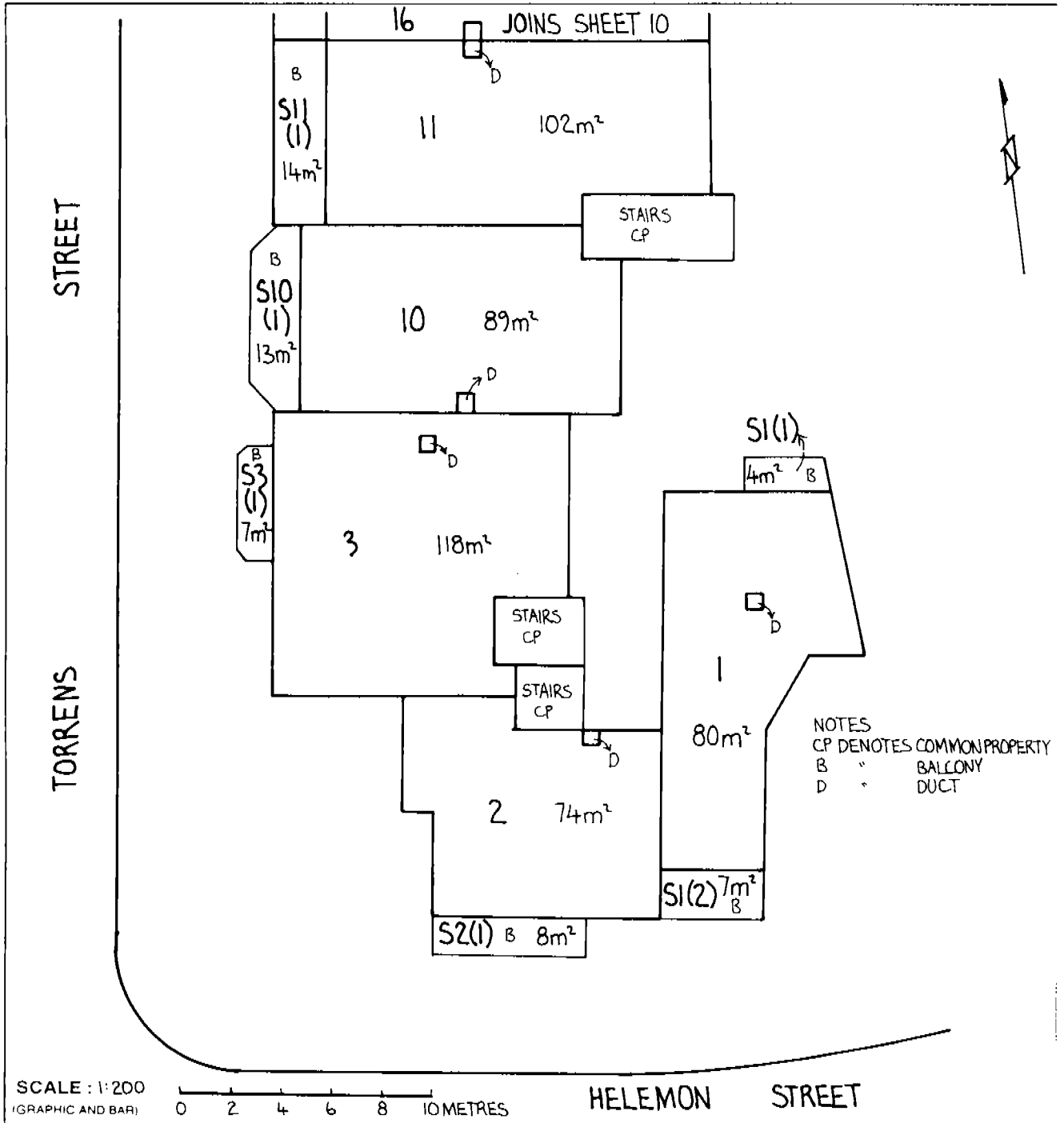
UNITS PLAN No 1706

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
BRADDON	59	13

2. FLOOR NUMBER - GROUND LEVEL - CLASS "A" UNITS & UNIT SUBSIDIARIES

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



3. EXECUTION

<p>Applicant</p>	<p>Monica Sead Delegate of the Minister</p>
------------------	--

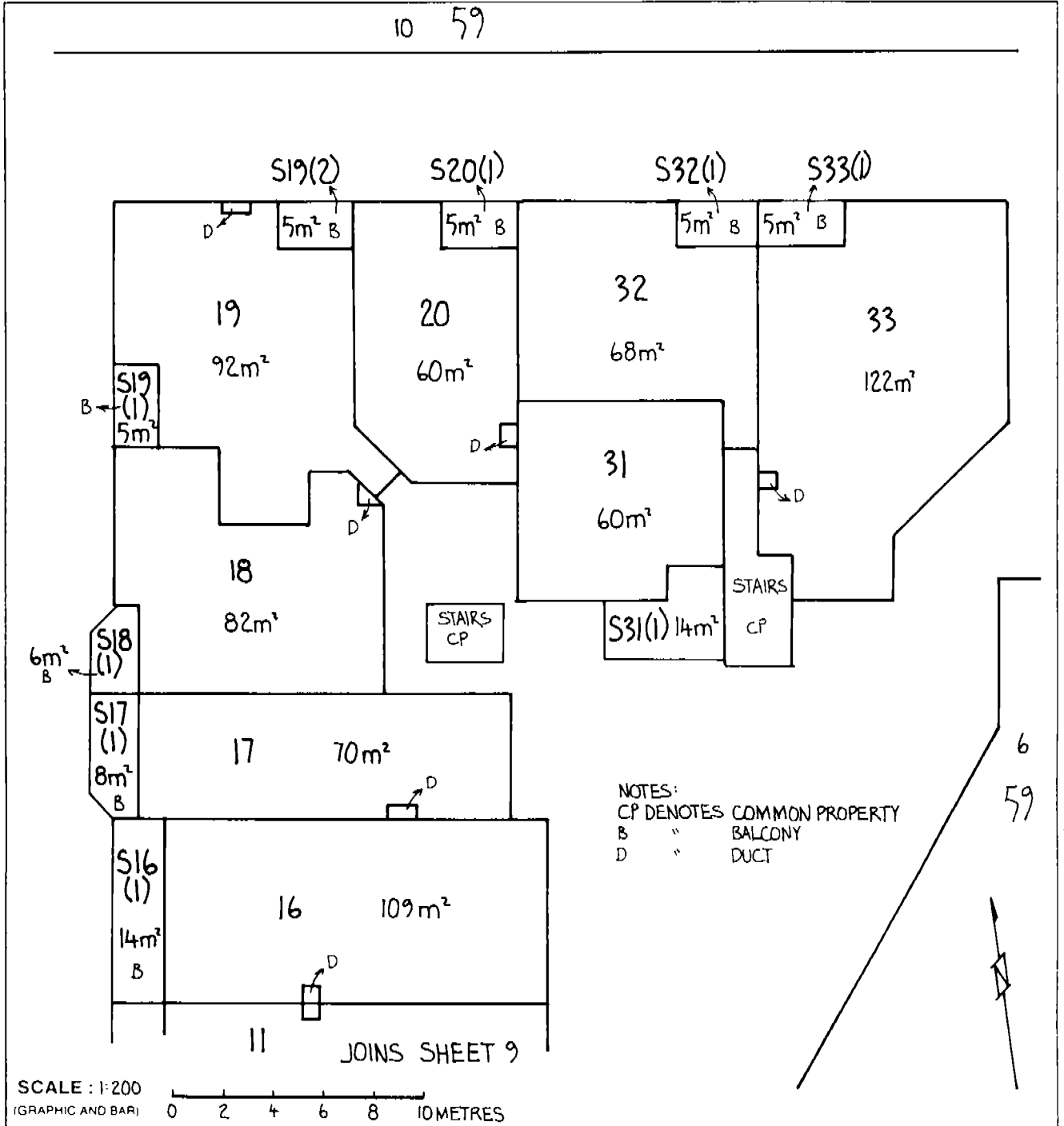
UNITS PLAN No 1706

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
BRADDON	59	13

2. FLOOR NUMBER - GROUND LEVEL - CLASS "A" UNITS & UNIT SUBSIDIARIES

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



3. EXECUTION

<p>Applicant</p>	<p>Monica Saad</p> <p>Monica Saad Delegate of the Minister</p>
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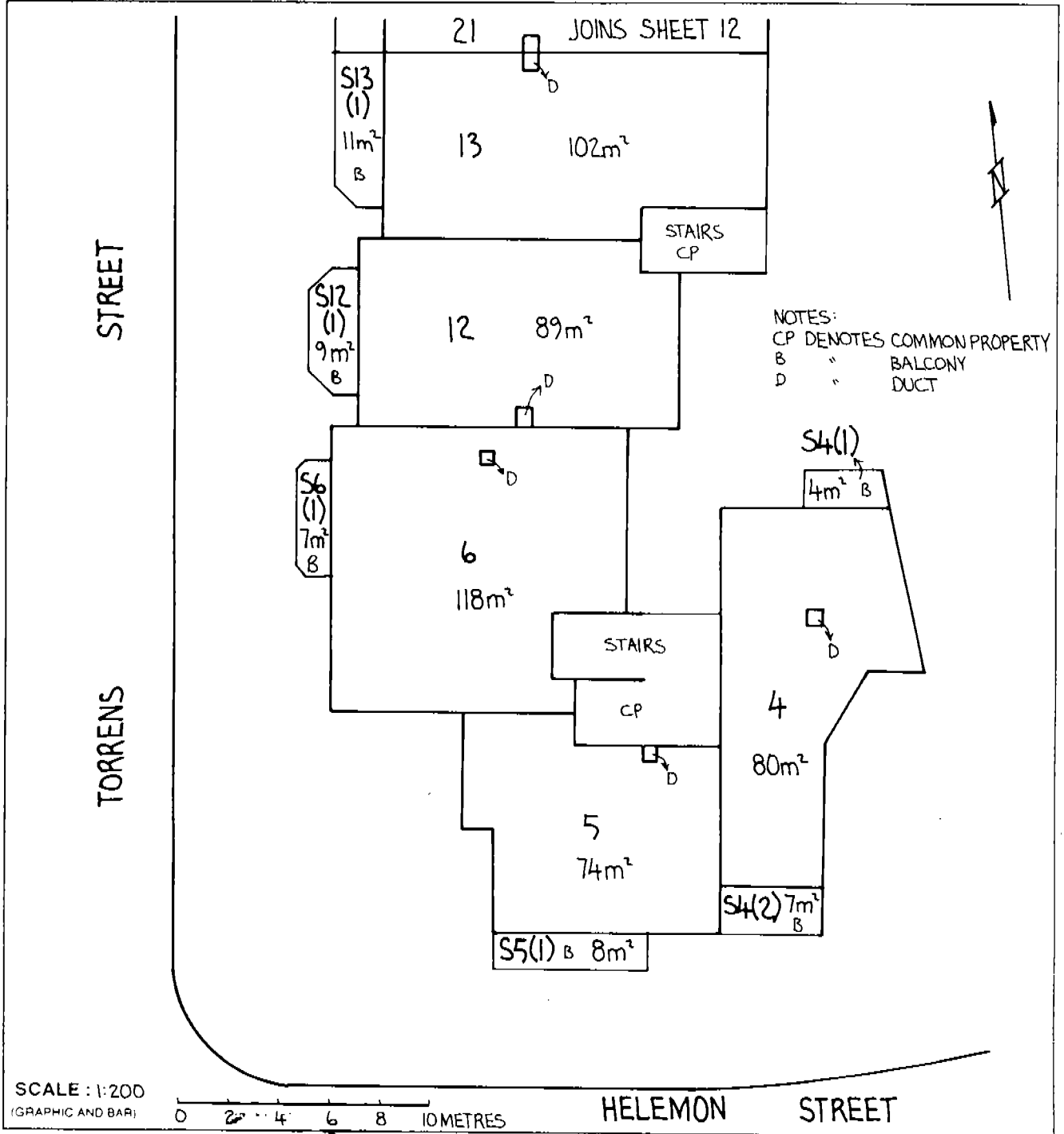
UNITS PLAN No 1706

1. LAND

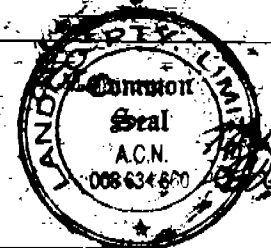
DISTRICT DIVISION	SECTION	BLOCK
BRADDON	59	13

2. FLOOR NUMBER - FIRST FLOOR - CLASS "A" UNITS & UNIT SUBSIDIARIES

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



3. EXECUTION

<p>Applicant</p> 	<p>Monica Saad Monica Saad Delegate of the Minister</p>
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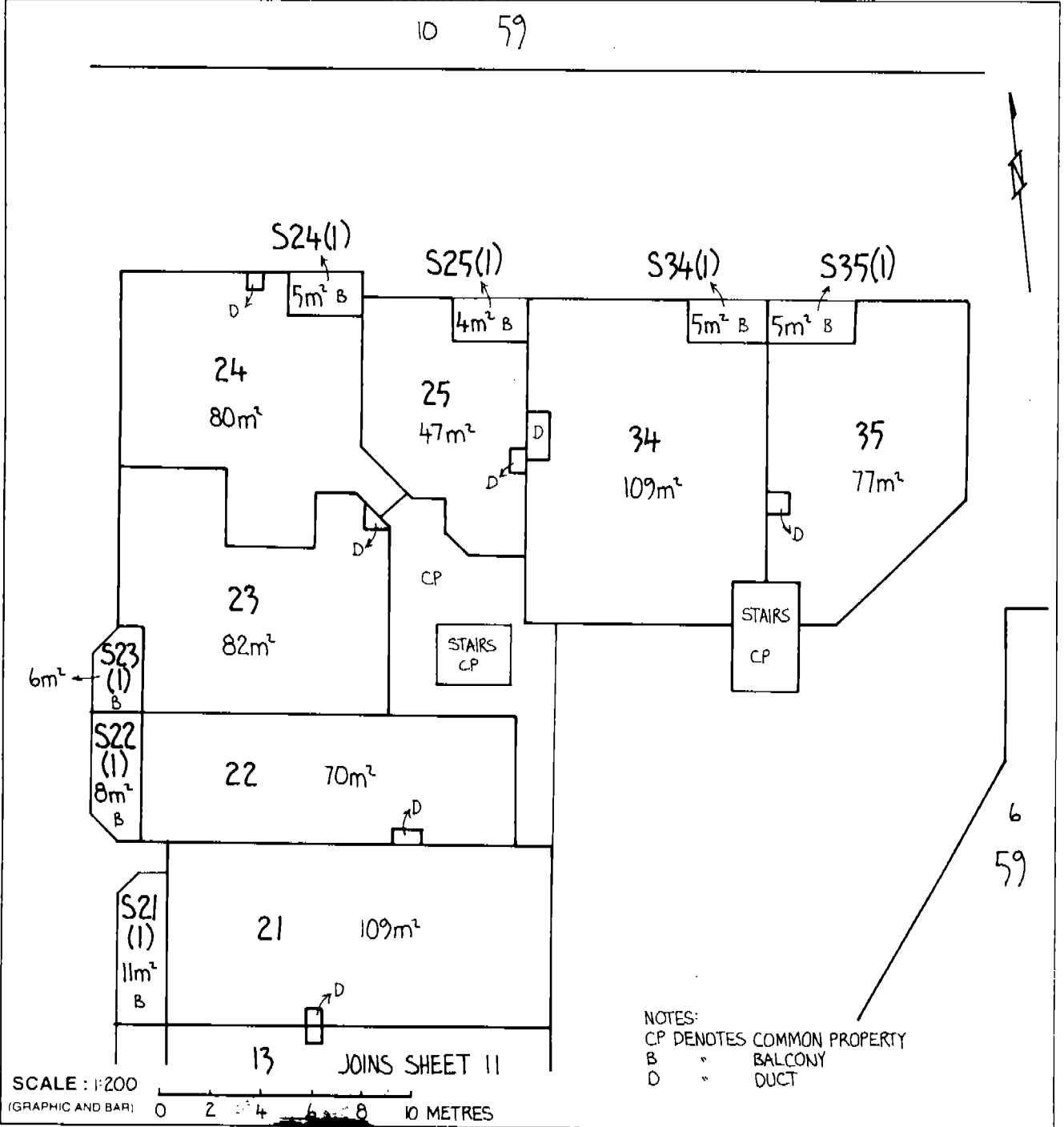
UNITS PLAN No 1706

1. LAND

EXISTING DIVISION	SECTION	BLOCK
BRADDON	59	13

2. FLOOR NUMBER - FIRST FLOOR-CLASS "A" UNITS & UNIT SUBSIDIARIES

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



3. EXECUTION

	<p><i>Monica Saad</i></p> <p>Monica Saad Delegate of the Minister</p>
<p>Applicant</p>	

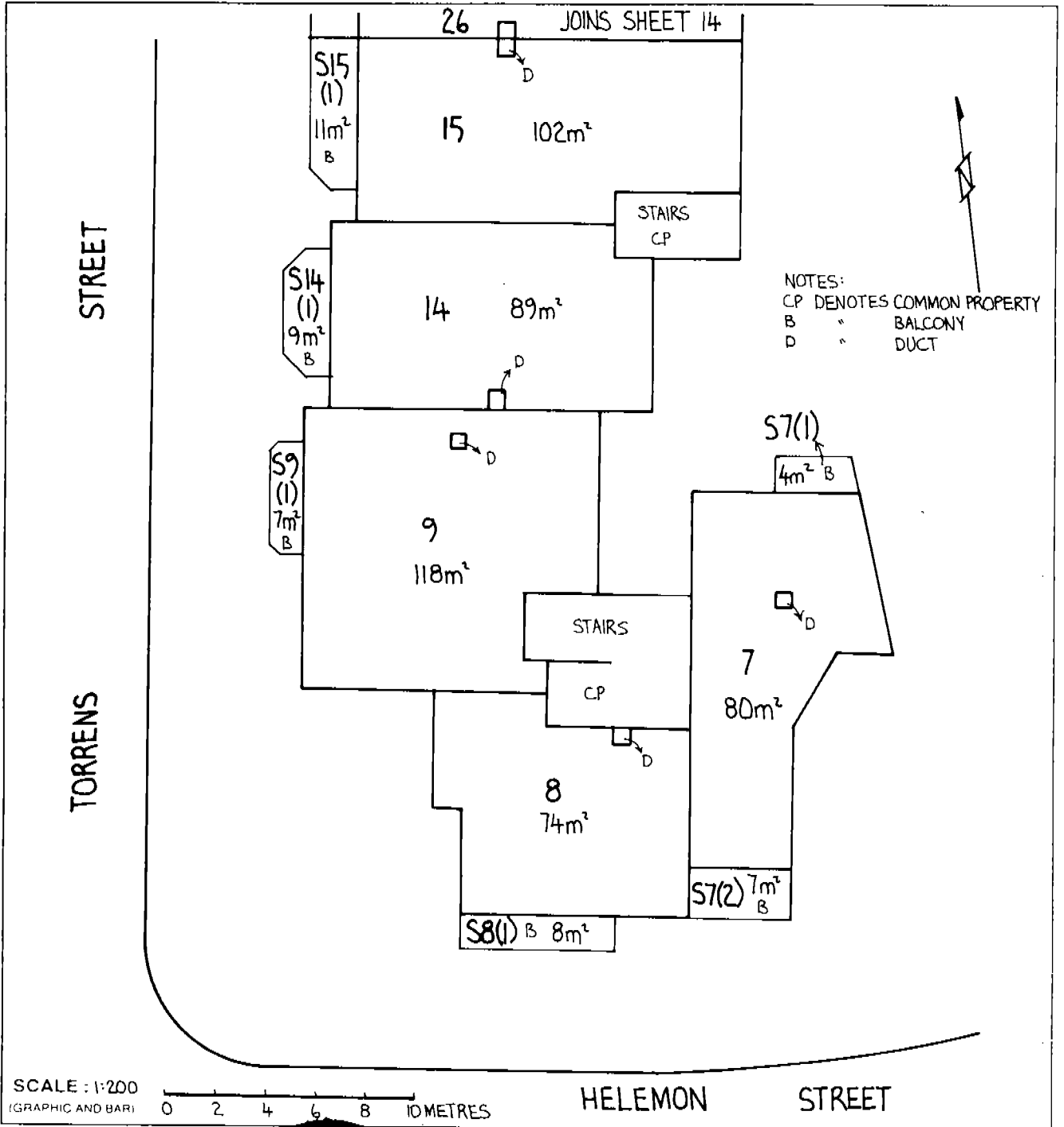
UNITS PLAN No 1706

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
BRADDON	59	13

2. FLOOR NUMBER - SECOND FLOOR-CLASS "A" UNITS & UNIT SUBSIDIARIES

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



3. EXECUTION

<p>Applicant</p> <p><i>Monica Saad</i></p>	<p><i>Monica Saad</i></p> <p>Monica Saad Delegate of the Minister</p>
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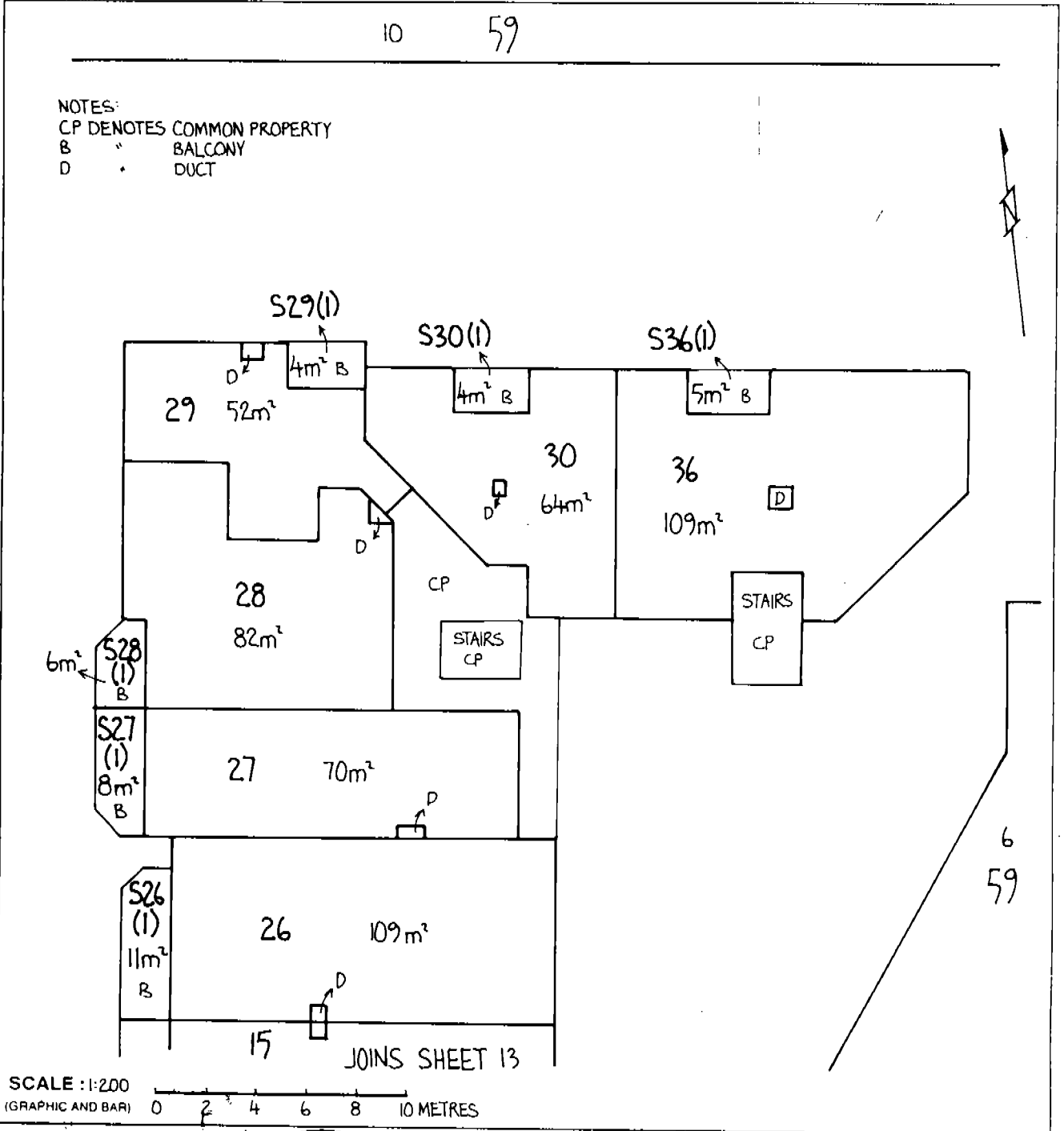
UNITS PLAN No 1706

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
BRADDON	59	13

2. FLOOR NUMBER - SECOND FLOOR - CLASS "A" UNITS & UNIT SUBSIDIARIES

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



3. EXECUTION

<p>Common Seal A.C.N. 008 634 660</p>	<p><i>Monica Saad</i></p> <p>Monica Saad Delegate of the Minister</p>
Applicant	

FORM 4

Revised 18/10/96

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 1706

Block 13 Section 59 Division of BRADDON

**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 first day of September Two Thousand and fifty five.
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 – 36 inclusive covenants with 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;
 - (c) not to use any unit subsidiary to that unit as a habitation;
 - (d) not to make any structural alterations to the unit or any unit subsidiary thereto without the previous approval in writing of the Territory;
 - (e) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Territory the unit and any unit subsidiary to that unit;
 - (f) if and whenever the Lessee fails to maintain repair or keep in repair the unit 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

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equipment as is necessary may enter the unit and effect the said repairs or demolish and remove the building part of the building or other improvement and all expenses incurred by the 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;

- (g) to permit any person or persons authorised by the Territory to enter the unit or unit subsidiary at all reasonable times and in any reasonable manner and inspect the unit and unit subsidiary;
- (h) to pay to the 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;
- (i) any car parking spaces subsidiary to any unit shall be maintained by the Lessee;
- (j) the Lessee shall not remove trees identified for retention on the said parcel without the previous consent in writing by the Territory.

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

- (a) the Lessee 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;

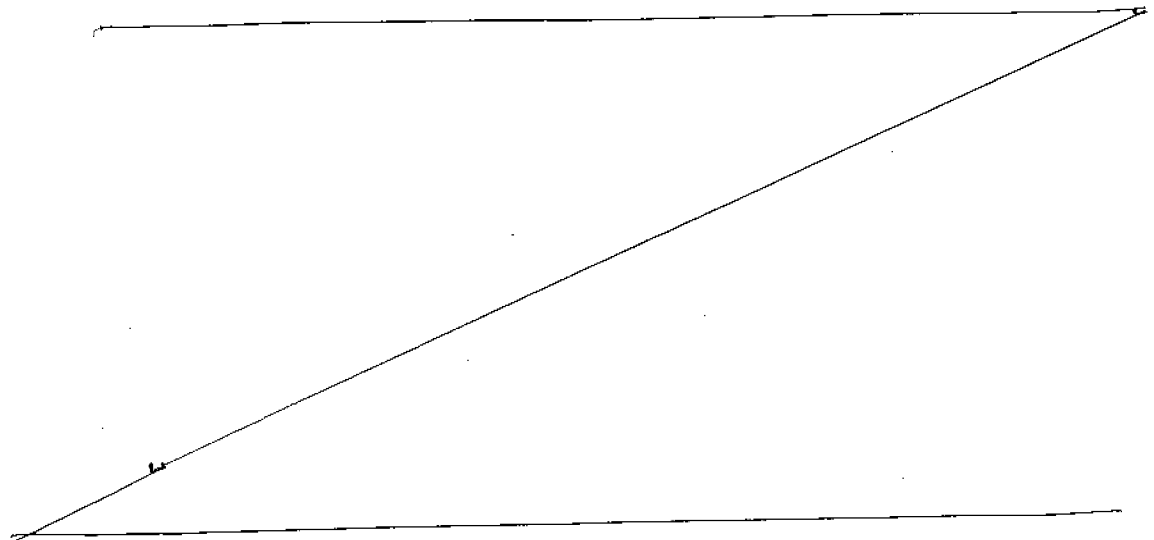
the Territory on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Territory or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;

- (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;
- (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;
- (f) in this schedule "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;
- (g) in this schedule "Territory" means
- (i) when used in a geographical sense the Australian Capital Territory; and

Handwritten signature

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- (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (Commonwealth);
- (h) in this schedule "Minister" means the Territory Minister for the time being administering the Land (Planning and Environment) Act 1991 or any Statute or Ordinance substituted therefor;
- (i) in this schedule "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;
- (j) in this schedule "premises" means the land building and all other improvements on the parcel;
- (k) in this schedule "unit" means the leased land and the building and other improvements including any unit subsidiaries constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit;
- (l) in this schedule "the respective Ministers" means any Minister of State of the Commonwealth or any Minister for the Territory;
- (m) in this schedule "unit subsidiaries" has the same meaning as in the Unit Titles Act 1970;
- (n) in this schedule "Australian Capital Territory Executive" means the Executive established by section 36 of the Australian Capital Territory (Self-Government) Act 1988 (C'th).



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5. Each of the Lessees of Units Nos. 1 – 36 inclusive acknowledges that the building or buildings erected on the parcel of land defined as Block 13 Section 59 Division of BRADDON on Deposited Plan Number 9087 in the Registrar-General's Office at Canberra in the Australian Capital Territory shall contain not more than thirty six (36) residential units in total.

DATED the *Fifteenth* day of *October* 199⁸

Monica Saad
Monica Saad
Delegate of the Minister

^{0 ns}
Applicant: LANCO PTY LIMITED A.C.N. 008 634 660

The Common Seal of LANCO
PTY LTD
was hereunto affixed by
authority of the Board
of Directors in the
presence of:



[Handwritten signature]

FORM 5

Revised 18/10/96

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 1706

Block 13 Section 59 Division of BRADDON

**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 first day of September Two Thousand and fifty five.
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. 1706 (hereinafter called "the Corporation") covenant with 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 purposes of car parking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the Corporation
PROVIDED THAT:
 - (i) The Corporation shall only use the common property in performing its duties, exercising its powers and performing its functions imposed or conferred on it by the Unit Titles Act 1970; and
 - (ii) The common property shall only be used for any of the purposes permitted by the lease of any Unit;
 - (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 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;
- (h) the Corporation shall provide and maintain on site carparking spaces of which nine (9) shall be available at all times for visitors parking in accordance with plans and specifications previously submitted to and approved in writing by the Territory.

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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 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;
 - (d) in this schedule "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 (Commonwealth);
 - (e) in this schedule "Minister" means the Territory Minister for the time being administering the Land (Planning and Environment) Act 1991 or any Statute or Ordinance substituted therefor;
 - (f) in this schedule "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
 - (g) in this schedule "the respective Ministers" means any Minister of State of the Commonwealth or any Minister for the Territory;

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- (h) in this schedule "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;
- (i) in this schedule "premises" means the land building and all other improvements on the parcel;
- (j) in this schedule "unit" means the leased land and the building and other improvements constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit;
- (k) in this schedule "Australian Capital Territory Executive" means the Executive established by section 36 of the Australian Capital Territory (Self-Government) Act 1988 (C'th).

5. The Proprietors – Units Plan No: **1706** acknowledges that the building or buildings erected on the parcel of land defined as Block 13 Section 59 Division of BRADDON on Deposited Plan Number 9087 in the Registrar-General's Office at Canberra in the Australian Capital Territory shall contain not more than thirty six (36) residential units in total.

DATED the *Fifteenth* day of *October* 199*8*

Monica Saad
 Monica Saad
 Delegate of the Minister

Applicant: LANCO PTY LIMITED A.C.N. 008 634 660

The Common Seal of LANCO PTY LTD was hereunto affixed by authority of the Board of Directors in the presence of:



[Handwritten signature]

**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH**

LAND

Braddon Section 59 Block 13 on Deposited Plan 9087 with 36 units on Unit Plan 1706

Lease commenced on 16/10/1998, terminating on 01/09/2055

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 1706

Signature Strata 4/21 Napier Close Deakin ACT 2600

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
29/02/2008	1568134	Application to Note Special Resolution
25/06/2016	2034784	Application to Note Special Resolution
11/04/2022	3152367	Application to Note Special Resolution - Refer Instrument
12/04/2023	3236043	Application to Note Special Resolution

End of interests



Access Canberra

Chief Minister
SR\$3236043
31/03/2023 09:42:15 Fern M
3236043
IN
CORPORATION
Land Titles Act 1925

SR

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

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1539:50	BRADDON	59	13	1706

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

Register consolidated rules

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

CERTIFICATION *Delete the inapplicable

Applicant

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

Signed By:
 Belinda Gai Denzel
 Senior Administrator

Witnessed by:
 Maria Pachi
 Strata Manager

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

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	SC	Registration Date	12/04/2023

CONSOLIDATED RULES OF THE OWNERS CORPORATION

UNITS PLAN 1706 "BRUNDLE PLACE"

17 Helemon Street, Braddon

1.1 Definitions—default rules

(1) In these rules:

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

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

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

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

1.4 Erections and alterations

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

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

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

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

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

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

Example—permission unreasonably withheld

external appearance of a unit or the units plan

1.5 Pets in units

(1) A unit owner or occupier (the *pet owner*) may keep an animal, or permit an animal to be kept, within the unit if —

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

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

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

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

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

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

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

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



CONSOLIDATED RULES OF THE OWNERS CORPORATION

UNITS PLAN 1706 "BRUNDLE PLACE"

17 Helemon Street, Braddon

- 1.6 Assistance animals
The owners corporation may require a person who keeps an assistance animal to produce evidence that the animal is an assistance animal.
- 1.7 Use of common property
A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit, other than in accordance with a special privilege rule.
- 1.8 Hazardous use of unit
A unit owner must not use the unit, or permit it to be used, to cause a hazard to an owner, occupier or user of another unit.
- 1.9 Use of unit—nuisance or annoyance
- (1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.
 - (2) This rule does not apply to a use of a unit if the executive committee has given an owner, occupier or user of the unit written permission for that use.
 - (3) Permission may be given subject to stated conditions.
 - (4) Permission may be withdrawn by special resolution of the owners corporation.
- 1.10 Noise
- (1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.
 - (2) This rule does not apply to the making of a noise if the executive committee has given the person responsible for making the noise written permission to do so.
 - (3) Permission may be given subject to stated conditions.
 - (4) Permission may be withdrawn by special resolution of the owners corporation.
- 1.11 Illegal use of unit
A unit owner must not use the unit, or permit it to be used, to contravene a law in force in the ACT.
- (1) Brundle Place units are for residential purposes only and residents must not operate a business from within any unit.
- 1.12 What may an executive committee representative do?
- (1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
 - a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit— inspect the unit to investigate the breach;
 - b) carry out any maintenance required under the Act or these rules;
 - c) do anything else the owners corporation is required to do under the Act or these rules.
 - (2) An executive committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in subrule (1).
 - (3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—
 - a) the executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of their intention to do the thing; or
 - b) in an emergency, it is essential that it be done without notice.



CONSOLIDATED RULES OF THE OWNERS CORPORATION

UNITS PLAN 1706 "BRUNDLE PLACE"

17 Helemon Street, Braddon

- (4) The executive committee may give a written authority to a person to represent the corporation under this rule.

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

1.13 Legal Fee Recovery

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

1.14 Seal of Owners Corporation

- (1) The Managing Agent may affix the seal of the Owners Corporation to –
- a) Reduced quorum meeting notices;
 - b) Rules registration documents;
 - c) Notice of Change of Address for Service of Documents at the Land Titles Office; and
 - d) Certifications issued under Section 119 of the Act; or
 - e) For any other purpose where delegated by the Owners Corporation in accordance with Section 9A(b)(ii)

1.15 Vehicles and Parking

- (1) Residents should park their vehicles only in their unit's allocated car space in the underground garage. Do NOT block or use other residents' car parking space without their express consent to do so.
- (2) Vehicles are NOT to be parked on the concrete access driveway, on landscaped areas, or in any position where they may cause an obstruction to others.
- (3) Vehicles must observe a 10 kph speed limit within the complex.
- (4) Residents are responsible for cleaning up of any oil spills caused by their vehicles or their guests vehicles and will be requested by the Owners Corporation to clean up any spills in the event that this is not carried out.
- (5) In the interest of safety, children are not permitted to ride cycles or play games on the common property driveway areas or in the underground parking areas.
- (6) Residents are not allowed to wash cars in the car parks.
- (7) Fire hydrants are never to be used by residents for the purpose of washing vehicles.
- (8) It is the responsibility of ALL residents to ensure the security underground parking is kept locked at all times. The garage remote is not to be left in cars at any time. Reprogramming of the security car park doors due to stolen remotes will be charged to the resident responsible.



CONSOLIDATED RULES OF THE OWNERS CORPORATION

UNITS PLAN 1706 "BRUNDLE PLACE"

17 Helemon Street, Braddon



1.16 Garbage and Recycling

- (1) The garbage hopper is for domestic waste only. All rubbish must be placed in the hopper.
- (2) All rubbish should be enclosed in an acceptable outer container, such as an approved garbage bin liner, and fastened securely.
- (3) Large boxes should be collapsed and freed from foam or other contaminating matter before being placed in the recycling hopper in the garbage room. Large boxes should be collapsed before being placed in the hopper.
- (4) Under no circumstances is garbage or recycling to be placed on the floor in front of the garbage hopper or on the floor of the garbage area.
- (5) Household items such as furniture, bedding etc. are not to be placed in either the garbage or recycling hoppers but should be disposed of by residents at appropriate Government collection areas.
- (6) The gate from the garage to the hopper area is to be kept locked at all times.
- (7) Where household items, including rubbish, are dumped or stored on common property, the responsible unit owner will be liable to reimburse the Owners Corporation for subsequent costs of removal.

1.17 Appearance

- (1) Residents must maintain their units so that other units are not adversely affected in terms of hygiene, appearance or value.
- (2) The draping of rugs, mats, sheets, blankets, clothing etc. over balcony railings is not permitted.
- (3) Collapsible washing lines must remain below the height of the balustrade.
- (4) Balconies are not to be used as a storage area.
- (5) Items are not to be stored in common property areas including entrance foyers, stairwells, access pathways or in vehicle parking spaces. The garages provided for units may be used for this purpose.

1.18 Smoking

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

1.19 Vandalism and Damage

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

1.20 Real Estate Signs

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

CONSOLIDATED RULES OF THE OWNERS CORPORATION

UNITS PLAN 1706 "BRUNDLE PLACE"

17 Helemon Street, Braddon

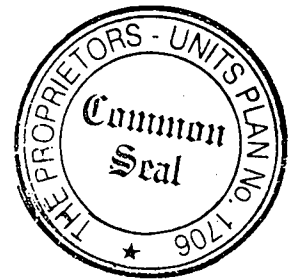
- (4) Real estate signs are to be removed immediately upon sale or lease of the property, and are not to remain erected with the "Sold" or "Leased" stickers affixed.

1.21 General

- (1) The owners corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas, the underground car park or from individual units or storage cages.
- (2) Unit front doors are 'fire rated'. Security screen doors, deadbolts and peepholes are not permitted to be installed to front doors, unless approved and compliant with fire regulations.
- (3) Birds or possums are not to be fed from the balconies.
- (4) Entry points to the complex are to be kept locked at all times and must not be propped open or interfered with in any way.

1.22 Pool

- (1) Residents use the pool at their own risk. The Owners Corporation does not accept any liability for the bodily injury or loss of property arising from use of the pool. An adult must supervise children using these facilities.
- (2) The pool area is for the quiet enjoyment of residents and their friends, and residents are reminded to be aware of noise especially late in the evening
- (3) The pool hours are from 6.00am to 10.00pm. The pool is not to be used outside of these hours
- (4) Glass containers, food and drink are not permitted in the pool area for safety reasons.



CONSOLIDATED RULES OF THE OWNERS CORPORATION

UNITS PLAN 1706 "BRUNDLE PLACE"

17 Helemon Street, Braddon

1.23 CCTV Privacy Policy

Introduction

Owners Corporation Units Plan 1706 premises are protected by Closed Circuit Television (CCTV).

The Owners Corporation is committed to ensuring that personal information collected by it is dealt with in accordance with the Information Privacy Principles contained in the Information Privacy Act 2014 (ACT) and the Australian Privacy Principles contained in the Privacy Act 1988 (Cth).

(1) Purpose

- a) The Owners Corporation uses CCTV Systems for 24 hour video surveillance, which records activity in the following areas:
 - i. Pedestrian gates at front and back of complex
 - ii. Underground Car Park
- b) The purpose of this CCTV recording is to provide a safe and secure living and working environment for residents and visitors to Brundle Place Apartments as well as members of the general public.
- c) Video cameras are only used in the areas specified in this privacy notice.
- d) Video surveillance is being used to deter any form of aggressive, harmful or unlawful behaviour and to assist in identifying offenders.

(2) Data protection – privacy

- a) Should an incident occur, the recordings may be provided as evidence to law enforcement authorities such as the police to assist with investigations or enquiries.
- b) CCTV and video footage are not used to monitor residents or visitors. However, it may be used to investigate allegations of serious incidents within the premises.
- c) The images recorded by the cameras are securely stored as digital files within the CCTV software, which is only accessible to the Executive Committee and the strata manager.
- d) The digital files will be stored as allowed by the DVR Hardware, after which they are over-written when capacity limits reached on DVR Hardware, unless required by law enforcement authorities.
- e) Images are viewed only by authorized persons and access for viewing by an 'authorised person' can only be done by the strata manager, contracted security business or the Executive Committee.
- f) Controlled access to the secured footage is strictly maintained.
- g) Copies of recordings will not be made for other purposes unless they are relevant to the purpose of surveillance or are required by law.
- h) Any copies made are stored in a securely lockable area.
- i) Circumstances under which recordings will be shown to a third party include
 - i. Unlawful acts (police)
 - ii. Common Areas incidents identified by Executive Committee
 - iii. Occupational health and safety complaints
 - iv. When otherwise required by law (e.g. court order).
- j) A third party I deemed to be either
 - i. Police
 - ii. Strata Management and/or Property Managers as directed by Strata Management.

For further information, please contact Signature Strata for normal hours enquiries on 02 6185 0347 and urgent after hours calls on 0401 599 334, or info@signaturestrata.com.au for email enquiries.



**MINUTES OF THE ANNUAL GENERAL MEETING OF THE
OWNERS OF UNITS PLAN 1706**

DATE HELD: Wednesday 15 March 2023 – 06:00 PM

VENUE: Zoom Electronic Meeting

PRESENT: Unit 2 Jayjom Owusu
Unit 5 Daniel Florez
Unit 15 Nathan Spencer
Unit 17 Victoria Muir
Unit 26 Christina Sirotych
Unit 33 Max Mowday
Unit 34 Barry Woodhouse
Maria Pachi representing Signature Strata

ABSENTEES: Unit 19 Nicholas Dean
Unit 20 Robert Wynn
Unit 23 Kevin Wong

PROXIES/APOLOGIES: Nil

CHAIR: Christina Sirotych noted as chairperson.

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

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

MINUTES

MOTION 1: It was resolved that the minutes of the previous annual general meeting held on 4th of April 2022 are accepted.

Matters arising from those minutes: Nil

Motion CARRIED.

INSURANCE

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

Policy Number	Current To	Risk Type	Coverage Amount
46608	13 Oct 2023	BUILDING	\$14,819,805.00
		LOSS OF RENT	\$2,222,970.00
		PUBLIC LIABILITY	\$10,000,000.00
		FIDELITY GUARANTEE	\$100,000.00
		OFFICE BEARERS	\$1,000,000.00
		VOLUNTARY WORKERS	\$200,000.00 / \$2,000.00
		LEGAL DEFENSE	\$50,000.00
TOTAL PREMIUM: \$17,838.56			

Last Insurance valuation report: 19 AUG 2019

MOTION 2: It was resolved that the Owners Corporation insurance be confirmed as per the policy information provided with the meeting notice.

Motion CARRIED.



INSURANCE RENEWAL

MOTION 3: *That the Owners Corporation of UP1706 authorise the Strata Manager to effect the statutory and additional insurances of the owners corporation.*

NOTE: Renewal terms will be provided to the Executive Committee for advice and in the event advice is not forthcoming prior to renewal, insurances will be renewed as per the recommendation provided by the nominated broker.

Motion CARRIED.

INSURANCE CLAIMS

There is one outstanding insurance claim for water damage to unit 3 following a leak from the above unit. The leak has been repaired, and the insurers are currently arranging repairs to the internals of unit 3.

FINANCIAL REPORT

MOTION 4: *It was resolved that the financial statements from 1st of January 2022 to 31st of December 2022 be accepted as presented.*

Motion CARRIED.

INVESTMENT OF FUNDS

By passing this motion, Executive Committee members agree to partake in the financial management of Owners Corporation funds, allowing the Owners Corporation to earn interest on their investments.

MOTION 5: *It was resolved that the Owners Corporation of 1706 agree to open an investment account, hence authorising the Executive Committee to make determinations concerning investment of surplus funds into such accounts.*

Motion CARRIED.

SINKING FUND PLAN

MOTION 6: *It was resolved that the Owners Corporation of UP1706 authorise the Executive Committee to obtain an updated Sinking Fund Forecast as per Section 82 of the UTMA and approve as required.*

Motion CARRIED.

PHYSICAL BUILDING STRUCTURAL DEFECTS

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

There are no known defects.

MAINTENANCE PLAN

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

The strata manager advised that they have worked through the maintenance plan and ensured all required maintenance contracts are in place.

MAINTENANCE ITEMS

The preventative plumbing contract has been awarded to Raiders Plumbing.

The fire protection contract, previously held by P&T Alltrades, has been awarded to 360 Degree Fire.



FIRE SAFETY

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

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

ACCEPTANCE OF RESVU PORTAL USAGE

MOTION 7: *That the owners corporation of UP1706 agrees to the additional cost of \$4.70 incl. GST per unit per year for the ResVu Community Platform.*

NOTE - The Resvu platform is an add-on to the existing software operated by Signature Strata and has been developed with the specific purpose of enabling the delivery of an enhanced user experience. The app is a feature of the new software, however, owners do not need to use the app via a smartphone as the same features can be accessed via a normal web browser. All communications sent on behalf of the Owners Corporation will be available to view through the app but will also be emailed to all owners.

Motion CARRIED.

ADMINISTRATIVE FUND

MOTION 8: *It was resolved that the proposed Administrative Fund budget of \$114,125.00 (plus GST) for the period 1st of January 2023 to 31st of December 2023 be adopted.*

Motion CARRIED.

SINKING FUND

MOTION 9: *That the proposed Sinking Fund Expenditure of \$45,770.00 (plus GST) for the period 1st of January 2023 to 31st of December 2023 be adopted.*

Motion CARRIED.

ADMINISTRATION FUND LEVY CONTRIBUTION

MOTION 10: *It was resolved that the Owners Corporation determines an Administrative Fund Levy Contribution of \$107,125.00 (plus GST) for the twelve month period, commencing 1st of January 2023 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1st of March 2023, 1st of June 2023, 1st of September 2023 and 1st of December 2023.*

Note - Due to the Administrative Fund cash at bank balance, a small deficit has been budgeted to reduce the call on owners funds.

Motion CARRIED.

SINKING FUND LEVY CONTRIBUTION

MOTION 11: *It was resolved that the Owners Corporation determines a Sinking Fund Levy Contribution of \$61,548.00 (plus GST) for the twelve month period, commencing 1st of January 2023 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1st of March 2023, 1st of June 2023, 1st of September 2023 and 1st of December 2023.*

Motion CARRIED.

Note - the levy contribution due 1st March 2023 will be extended to 1st May 2023.

AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

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

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



STRATA MANAGEMENT AGENCY AGREEMENT

The Owners Corporation's current management agreement was signed 15th of May 2022 and expires 15th of May 2025. The contract is available through the owners portal. You can access the portal via signaturestrata.com.au, using your personal log in details provided in your new owner letter/welcome letter.

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

SERVICE CONTRACTORS

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

MOTION 12: *It was resolved that the Executive Committee of UP1706 be authorised to make determinations concerning appointment of a service contractor.*

Motion CARRIED.

ELECTION OF COMMITTEE

Under Section 39 of the Unit Titles (Management) Act 2011, an Executive Committee shall consist of between 3 and 7 members. Members are elected by Ordinary Resolution at each AGM and hold office until the next AGM, with all positions becoming vacant at that time.

MOTION 13: *That the Owners Corporation of UP1706 agree to appoint between 3 and 7 Owners to form the Executive Committee until the next Annual General Meeting, with election of those members to take place at this meeting.*

Motion CARRIED.

The following members were elected to form the Executive Committee.

Daniel Florez – Unit 5

Christina Sirotych – Unit 26

Kevin Wong – Unit 23

Max Mowday – Unit 33

The meeting recorded 3x vacancies.

CCTV POLICY

MOTION 14 (Special Resolution): *It was resolved that the Owners Corporation of UP1706 adopt the attached CCTV Policy as an inclusion of the Consolidated Rules, and that they be registered under the Land Titles (Unit Titles) Act 1970.*

Motion CARRIED.

POOL REMOVAL

The Executive Committee have expressed interest to investigate future options for the swimming pool. This is due to its deterioration with age, including major forecasted work in the upcoming years. Further investigation would include cost comparisons between removal and remediation of the area, versus ongoing maintenance costs if the pool is kept. The engagement of a specialist consultant is included in the Administrative Budget for this purpose.

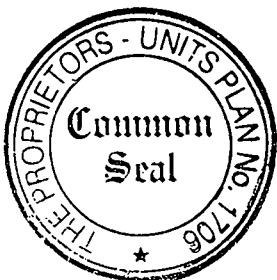
The committee will provide further information when it becomes available, including a process to seek the views of all owners. Recommendations will be presented as a motion to a future General Meeting to enable a decision to be made in the best interest of the Owners Corporation as a whole.

A quote will also be obtained for repairs to the pool. The committee will then look at the benefits of removal compared to repairing the pool.

The strata manager advised they are in the process of confirming the administrative requirement if the Owners Corporation were to remove the pool. As the pool is included in the registered plans, the plans may need to be amended which would require further approval of all owners. Once this information is obtained, the strata manager will discuss with the Executive Committee.

CLOSURE

There being no further business the meeting closed at 6.30pm





**SPECIAL RESOLUTION
ORATION**



SR\$3152367 06/04/2022 10:54:43 Wood E id Titles Act 1925

SR

3152367

LODGING PARTY DETAILS


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

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1539:50	BRADDON	59	13	1706


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

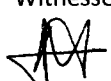
Register consolidated rules

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

CERTIFICATION *Delete the inapplicable
Applicant


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

Signed By: 
Belinda Gai Denzel
Senior Administrator

Witnessed by: 
Maria Pachi
Strata Manager

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

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	jm	Registration Date	11/04/2022

**MINUTES OF THE 2022 ANNUAL GENERAL MEETING OF THE
UNITS PLAN 1706 - "BRUNDLE PLACE"
17 HELEMON ST, BRADDON**



DATE HELD: Monday 4th April 2022 – 5.30pm

VENUE: Zoom Electronic Meeting

PRESENT: D Florez (Unit 5), N Spencer (Unit 15), T & D Smith (Unit 19), R Abela (Unit 21), K Wong (Unit 23), C Sirocich (Unit 26), M & M Mowday (Unit 33)
Nicole Robb & Maria Pachi representing Signature Strata

PROXIES: Nil

ABSENTEES: R Wynn (Unit 20)

APOLOGIES: Nil

CHAIR: K Wong noted as Chairperson

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

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

MINUTES

MOTION 1: *That the minutes of the previous annual general meeting are accepted.* **CARRIED**

Matters Arising from the minutes: Nil

INSURANCE

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

Policy No:	46608
Due date:	13 th October 2022
Premium:	\$16,247.37
Building Sum Insured:	\$14,819,805
Excesses:	\$1,500 standard \$2,500 water damage
Last insurance valuation report:	19 th August 2019

MOTION 2: *That the Owners Corporation of 1706 authorise the Strata Manager to adjust the building insurance in consultation with the Executive Committee.* **CARRIED**

Insurance Claims

It was noted that an insurance claim from 28 August 2019 was outstanding. Strata Manager will request a status update from the insurance broker.

FINANCIAL REPORT

MOTION 3: *That the financial statements from 1st January 2021 to 31st December 2021 be accepted as presented.* **CARRIED**

PHYSICAL BUILDING STRUCTURAL DEFECTS

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

There have been zero structural defects reported to our office this financial year.

SINKING FUND PLAN

MOTION 4: *That the Owners Corporation give consent for the Sinking Fund Forecast to be approved and accepted by the Executive Committee* CARRIED

MAINTENANCE PLAN

MOTION 5: *That the Maintenance Plan dated 25th August 2021 be adopted as presented.* CARRIED

FIRE SAFETY

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

All emergency and fire systems are maintained by P & T Alltrades, to Australia Standards 1851

BUDGET DEBATE

Administrative Fund

MOTION 6: *That the proposed Administrative Fund budget of \$96,900.00 (plus GST) for the period 1 January 2022 to 31 December 2022 be adopted.* CARRIED

Sinking Fund

MOTION 7: *That the proposed Sinking Fund Expenditure of \$55,129.00 (plus GST) for the period 1 January 2022 to 31 December 2022 be adopted.* CARRIED

Levy Contribution

MOTION 8: *That the Owners Corporation determines an Administrative Fund Levy Contribution of \$96,900.00 (plus GST) for the twelve month period, commencing 1 January 2022 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1 March, 1 June, 1 September, 1 December 2022.* CARRIED

MOTION 9: *That the Owners Corporation determines a Sinking Fund Levy Contribution of \$60,047.00 (plus GST) for the twelve month period, commencing 1 January 2022 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1 March, 1 June, 1 September, 1 December 2022.* CARRIED

AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

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

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

STRATA MANAGEMENT AGENCY AGREEMENT

The Owners Corporation's current management agreement was signed 15th May 2019 and expires 14th May 2022.

Signature Strata will present a new contract to the Executive Committee for approval. If approved, it will be available through the owners portal for all owners' perusal. You can access the portal via signaturestrata.com.au, using your personal log in details provided in your new owner letter./welcome letter



ELECTION OF COMMITTEE

MOTION 10: *that the Owners Corporation of UP 1706 agree to appoint 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting, with election of those members to take place at this meeting.* CARRIED

The Following owners were elected to form the Committee:

Daniel Florez – Unit 5
Ronald Abela – Unit 21
Kevin Wong – Unit 23

Christina Sirotich – Unit 26
Max Mowday – Unit 33

CONSOLIDATED RULES

Section 106 of the Unit Titles (Management) Act 2011 states that the rules of an Owners Corporation are the default rules as amended by the alternate rules (if any) registered under the Land Titles (Unit Titles) Act 1970.

Schedule 2 Part 2.1 1(h) of the Unit Titles (Management) Act 2011 states that an Executive Committee must maintain an up-to-date consolidated version of the Rules of the Owners Corporation.

MOTION 11 (Special Resolution): *That the Owners Corporation of UP 1706 adopt the Consolidated Rules as attached, and that they be registered under the Land Titles (Unit Titles) Act 1970.* CARRIED

GENERAL BUSINESS

Possums – It was noted that there is an ongoing issue with possums across the complex. Possum Busters have been engaged for the eradication of the possums, and AM & DM Roofing engaged to repair the hole in the eave used as the entry point for possums. Contractors to liaise directly to coordinate a day for attendance.

Leak unit 19/24 – Results Plumbing have been engaged for the leak involving Units 19 and 24. If the leak is found to be originating from common property, the Owners Corporation will be responsible for the cost. Repairs for the resultant damage **may be** covered by insurance if above the excess for water damage.

Waste enclosure – It was noted that some residents are using the recycling bin to dispose of general waste and are dumping hard waste in the bin room. Signature Strata to obtain a quote from Point FS for the supply and installation of waste signs. The quote will be presented to the Executive Committee once received for approval.

Sump Pump – It was noted the sump pump had stopped working. The strata manager is to arrange a quote for cleaning of the pit and stormwater lines as well as regular 6 monthly maintenance of the pump.

CLOSURE

There being no further business the meeting closed at 6.15pm





CONSOLIDATED RULES OF THE OWNERS CORPORATION

UNITS PLAN 1706 "BRUNDLE PLACE"

17 Helemon Street, Braddon

1.1 Definitions—default rules

(1) In these rules:

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

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

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

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

1.4 Erections and alterations

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

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

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

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

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

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

Example—permission unreasonably withheld

external appearance of a unit or the units plan

1.5 Pets in units

(1) A unit owner or occupier (the *pet owner*) may keep an animal, or permit an animal to be kept, within the unit if —

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

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

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

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

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

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

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



CONSOLIDATED RULES OF THE OWNERS CORPORATION

UNITS PLAN 1706 "BRUNDLE PLACE"

17 Helemon Street, Braddon

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

1.6 Assistance animals

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

1.7 Use of common property

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

1.8 Hazardous use of unit

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

1.9 Use of unit—nuisance or annoyance

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

1.10 Noise

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

1.11 Illegal use of unit

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

- (1) Brundle Place units are for residential purposes only and residents must not operate a business from within any unit.

1.12 What may an executive committee representative do?

- (1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
 - (a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit— inspect the unit to investigate the breach;
 - (b) carry out any maintenance required under the Act or these rules;
 - (c) do anything else the owners corporation is required to do under the Act or these rules.
- (2) An executive committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in subrule (1).
- (3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—



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- (a) the executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of their intention to do the thing; or
 - (b) in an emergency, it is essential that it be done without notice.
- (4) The executive committee may give a written authority to a person to represent the corporation under this rule.

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

1.13 Legal Fee Recovery

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

1.14 Seal of Owners Corporation

- (1) The Managing Agent may affix the seal of the Owners Corporation to –
 - (a) Reduced quorum meeting notices;
 - (b) Rules registration documents;
 - (c) Notice of Change of Address for Service of Documents at the Land Titles Office; and
 - (d) Certifications issued under Section 119 of the Act; or
 - (e) For any other purpose where delegated by the Owners Corporation in accordance with Section 9A(b)(ii)

1.15 Vehicles and Parking

- (1) Residents should park their vehicles only in their unit's allocated car space in the underground garage. Do NOT block or use other residents' car parking space without their express consent to do so.
- (2) Vehicles are NOT to be parked on the concrete access driveway, on landscaped areas, or in any position where they may cause an obstruction to others.
- (3) Vehicles must observe a 10 kph speed limit within the complex.
- (4) Residents are responsible for cleaning up of any oil spills caused by their vehicles or their guests vehicles and will be requested by the Owners Corporation to clean up any spills in the event that this is not carried out.
- (5) In the interest of safety, children are not permitted to ride cycles or play games on the common property driveway areas or in the underground parking areas.
- (6) Residents are not allowed to wash cars in the car parks.



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- (7) Fire hydrants are never to be used by residents for the purpose of washing vehicles.
- (8) It is the responsibility of ALL residents to ensure the security underground parking is kept locked at all times. The garage remote is not to be left in cars at any time. Reprogramming of the security car park doors due to stolen remotes will be charged to the resident responsible.

1.16 Garbage and Recycling

- (1) The garbage hopper is for domestic waste only. All rubbish must be placed in the hopper.
- (2) All rubbish should be enclosed in an acceptable outer container, such as an approved garbage bin liner, and fastened securely.
- (3) Large boxes should be collapsed and freed from foam or other contaminating matter before being placed in the recycling hopper in the garbage room. Large boxes should be collapsed before being placed in the hopper.
- (4) Under no circumstances is garbage or recycling to be placed on the floor in front of the garbage hopper or on the floor of the garbage area.
- (5) Household items such as furniture, bedding etc. are not to be placed in either the garbage or recycling hoppers but should be disposed of by residents at appropriate Government collection areas.
- (6) The gate from the garage to the hopper area is to be kept locked at all times.
- (7) Where household items, including rubbish, are dumped or stored on common property, the responsible unit owner will be liable to reimburse the Owners Corporation for subsequent costs of removal.

1.17 Appearance

- (1) Residents must maintain their units so that other units are not adversely affected in terms of hygiene, appearance or value.
- (2) The draping of rugs, mats, sheets, blankets, clothing etc. over balcony railings is not permitted.
- (3) Collapsible washing lines must remain below the height of the balustrade.
- (4) Balconies are not to be used as a storage area.
- (5) Items are not to be stored in common property areas including entrance foyers, stairwells, access pathways or in vehicle parking spaces. The garages provided for units may be used for this purpose.



1.18 Smoking

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

1.19 Vandalism and Damage

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

1.20 Real Estate Signs

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

CONSOLIDATED RULES OF THE OWNERS CORPORATION

UNITS PLAN 1706 "BRUNDLE PLACE"

17 Helemon Street, Braddon

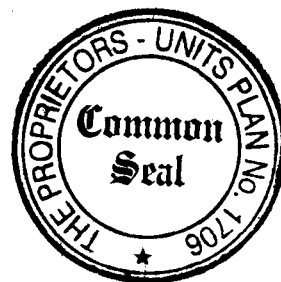
- (2) Signs including real estate "For Sale" and "To Let/Lease" signs are not permitted to be erected on the common property unless permission is given by the executive committee.
- (3) Rectification of any damage caused as a result of the erection of real estate signs will be the responsibility of the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

1.21 General

- (1) The owners corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas, the underground car park or from individual units or storage cages.
- (2) Unit front doors are 'fire rated'. Security screen doors, deadbolts and peepholes are not permitted to be installed to front doors, unless approved and compliant with fire regulations.
- (3) Birds or possums are not to be fed from the balconies.
- (4) Entry points to the complex are to be kept locked at all times and must not be propped open or interfered with in any way.

1.22 Pool

- (1) Residents use the pool at their own risk. The Owners Corporation does not accept any liability for the bodily injury or loss of property arising from use of the pool. An adult must supervise children using these facilities.
- (2) The pool area is for the quiet enjoyment of residents and their friends, and residents are reminded to be aware of noise especially late in the evening.
- (3) The pool hours are from 6.00am to 10.00pm. The pool is not to be used outside of these hours.
- (4) Glass containers, food and drink are not permitted in the pool area for safety reasons.







ACT
Government

Justice and Community Safety

LAI
OFFICE OF REGULATOR
ACT Justice and Community Safety



SR\$2034784

06/06/2016 12:30:55 PINTA

2034784

**SPECIAL RESOLUTION
BY OWNERS CORPORATION**

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
City Strata Management	PO Box 6248, O'CONNOR ACT 2602	02 6156 3305

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1539;50	BRADDON	59	13	1706

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

That the House Rules be adopted and registered.

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)



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

Signature	Signature
Full Name (Block Letters) KEITH BARLIN	Full Name (Block Letters) KAREN BARLIN
Address PO Box 6248, O'CONNOR ACT 6202	Address PO Box 6248, O'CONNOR ACT 6202
Office Held Director, City Strata Management	Office Held Director, City Strata Management

OFFICE USE ONLY

Lodged by	Annexures/Attachments	Minutes/Resolution/Motion 1
Data entered by		
Registered by	Registration Date	25 JUN 2016

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 1706

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 9/02/2016

Tick applicable box, or both boxes if applicable:

Regularly convened
The general meeting was regularly convened (not following any adjournment under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

Convened after adjournment
The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
9/02/2016	AGM minutes attached

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.

15/02/2016



[Handwritten signature]

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General Information

B1 What is a reduced quorum decision?

- A *reduced quorum decision* is a decision of a general meeting of the owners corporation made while a quorum (a *reduced quorum*) smaller than a *standard quorum* was present.
- A *standard quorum* is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

Such a reduced quorum (of *anyone* present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also *reduced quorum decisions* (UTMA s 3.9 (6) (a), part 3.1, schedule 3). **B2 When does a reduced quorum decision take effect?**

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's *date of effect*) (UTMA s 3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3) – (5), part 3.1, schedule 3)

B3 How may reduced quorum decisions be disallowed?

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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



To The Owners of Units Plan 1706 Brundle Place
17 Helemon Street BRADDON ACT
MINUTES OF THE ANNUAL GENERAL MEETING

Held: Tuesday, 9 February, 2016
Time: 5.30pm
Place: City Strata, Level 1, 42 Mort Street, Braddon



Present: Mr B Liu (Unit 13)
Mr K Wong (Unit 23)
Ms L Mapson (Unit 27)
Mr P Reynolds (Unit 34)
Mrs D George (City Strata Management)

Proxies/ Absentee: Commissioner for Housing (Unit 12) To the Chair and Agree to all Motions
Mr C W Tsang (Unit 14) To the Chair and Agree to all Motions
Votes: Ms J Reynolds (Unit 16) Agree to all Motions
Mr C Atwell (Unit 17) To the Chair and Agree to all Motions
Mr R Wynn (Unit 20) To the Chair and Agree to all Motions
Commissioner for Housing (Unit 25) To the Chair and Agree to all Motions

Apologies: No apologies were received

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

1. Mr Kevin Wong chaired the meeting.

2. Acceptance of Proxies/Absentee Votes was attended.

3. Minutes of Previous Annual General Meeting

Motion 1: That the minutes of the previous Annual General Meeting are confirmed.

Carried

4. Matters arising from those minutes.

There were no matters arising from the 2015 AGM Minutes.

5. Financial report

Motion 2: That the financial statements be accepted as presented for the period 1 January 2015 to 31 December 2015.

Carried

6. Insurance

Owners were informed that the existing insurance cover is held through CHU as follows:

Policy No	46608
Renewal Date	13 October 2016
Building	\$14,998,000
Legal Liability	\$10,000,000
Voluntary Workers	200K/2,000
Fidelity Guarantee	\$100,000.00
Office Bearers	\$1,000,000.00
Loss of rent	\$2,249,700.00
Lot Owners Fixtures	\$250,000.00
Excess	\$250 any kind for all claims.



The Managing Agent advises that the Owners Corporation insurance only covers the building and 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.

All owners may wish to consider having their own contents insurance as well as public liability insurance within their own unit.

Motion 3: That the level of insurance be adjusted in consultation with the Executive Committee upon renewal.

Carried

7. Sinking Fund Forecast

Motion 4: That the owners adopt the updated Sinking Fund Forecast dated 15 January, 2016.

Carried

8. Expenditure

Motion 5: That the proposed Administration Fund Expenditure Budget of \$79,000.00 for the period 1 January, 2016 to 31 December, 2016 be accepted.

Carried

Motion 6: That the proposed Sinking Fund Expenditure Budget of \$69,800.00 for the period 1 January, 2016 to 31 December, 2016 be accepted.

Carried

9. Levies

Motion 7: That the Owners Corporation determine an Administration Fund Levy of \$79,000.00 for the 2016 financial year, to be contributed in accordance with unit entitlements.

Payment to be made over 4 quarterly periods paid in advance on 1 March, 1 June, 1 September and 1 December 2016.

Carried

Motion 8: That the Owners Corporation determine a Sinking Fund Levy of \$31,500.00 for the 2016 financial year, to be contributed in accordance with unit entitlements. Payment to be made over 4 quarterly periods paid in advance on 1 March, 1 June, 1 September and 1 December 2016.

Carried

All Levy Payments must be made within 30 days of the due date.
If payment is not made within 30 days of the due date, interest charges will accrue and the right to pay by instalments may be forfeited and the whole of the year's levy then outstanding shall become due and payable from the first day of the period in which payment is not made.

10. Executive Committee

Motion 9: That the Owners Corporation of Units Plan UP1706 agrees to appoint 3-7 owners to form the Executive Committee until the next Annual General Meeting, with election of those members to take place at this meeting.

Carried

Nomination of executive committee members were then called for:

Mr Peter Reynolds
Mr Kevin Wong
1 x vacancy recorded

Ms Lisa Clare Mapson
Mr T Smith (to be confirmed)

The above owners were then elected, with no objections received, to be the Executive Committee members for Brundle Place, until the next AGM.

On behalf of the Owners Corporation the Strata Manager thanked the outgoing committee for their time and commitment in carrying out their role during the previous 12 months. The meeting thanked the incoming members for agreeing to form a committee until the next Annual General Meeting to act in the best interest of all owners.

Owners are encouraged to consider nominating to fill the vacancy recorded. Being on the committee is not an onerous task and offers the opportunity to have an active role in administering Brundle Place. Please contact the Strata Manager on 6156 3305 or deb@citystrata.com.au if interested in joining the committee.

11. General Business

Motion 10: Special Resolution: That the Owners Corporation adopt the House Rules as attached and that these rules be registered.

Carried



LED Upgrade

As the updated Sinking Fund was adopted at the meeting in which allocation is made for an LED upgrade to all the common area lights at Brundle Place, the Strata Manager was asked to progress a work order to Maritex Commercial as per their quote previously approved by the Executive Committee.

CCTV Installation to the Basement Carpark

As per the adopted Sinking Fund allocation for the supply and installation of CCTV to the basement carpark, the Strata Manager was asked to provide quotes for the proposed works for committee consideration and direction.

Tidying of Basement Carpark

After committee discussion through the latter part of 2015 about placing a skip at UP1706 for use by residents to remove unwanted items from individual car spaces and also to dispose of smaller household items it was agreed to proceed with placing the skip on the common area at the front corner of the building.

The Strata Manager was asked to draft a letter for committee consideration to all residents advising of the availability of the skip and to advise that all items on common property within the basement carpark will be removed to the skip if unclaimed within a stated time frame.

Investment of Owners Corporation Funds

A discussion took place about the benefit of investing Sinking Fund monies in a Band of Queensland (BOQ) term deposit in order for the Owners Corporation to earn interest on accrued funds. Consideration was also given to investing Administrative Fund monies on a short term basis where cash flow would not be affected.

The Strata Manager was asked to provide a copy of the current Bank of Queensland (BOQ) interest rates on term deposits for committee consideration and to advise the committee of current tax implications on interest earned.

Common Area Gardens Irrigation

The Strata Manager was asked to follow up on the status of the irrigation repairs and advise the committee accordingly.

As there was no further business to discuss, the meeting then closed.

Closed at 6:30pm.



Units Plan No. 1706 Rules



(see s 106)

Note The owners corporation may amend the default rules under s 108.

1. Definitions—default rules

(1) In these rules:

executive committee representative means a person authorised in writing by the executive committee under rule 10 (4).

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

(2) A word or expression in the Act has the same meaning in these rules.

2. Payment of rates and taxes by unit owners

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

3. Repairs and maintenance

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

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

4. Erections and alterations

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

(a) in accordance with an ordinary resolution of the Executive Committee or if the Executive Committee is not able or willing to pass such resolution then by special resolution of the Corporation; and

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

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

5. Use of common property

A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit.

6. Hazardous use of unit

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

7. Use of unit—nuisance or annoyance

(1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.

(2) This rule does not apply to a use of a unit if the executive committee has given an owner, occupier or user of the unit written permission for that use.

(3) Permission may be given subject to stated conditions.

(4) Permission may be withdrawn by special resolution of the owners corporation.

8

Noise

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

9

Illegal use of unit

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

10

What may an executive committee representative do?

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



11.

Seal of Owners Corporation

For the attaching of the seal of the owners corporation to a document to be effective the Strata Manager is allowed to apply the seal to all statutory documents required under the Units Titles (Management) Act 2011; including Section 119 certificates and notices of reduced quorums.

The Executive Committee to approve the application of the seal on all other documents, such as contracts and service agreements.

12.

Recoupment of Costs of Debt Collection

- (1) If the owners corporation incurs legal or other costs in any legal or administrative action against a unit holder including action to recover amounts owing pursuant to section 95 of the Unit Titles (Management) Act 2011 then, provided the legal or administrative action was commenced by the owners corporation in good faith, the unit holder shall, be liable to pay the owners corporation the full amount of the legal fees or other costs incurred in the legal or administrative action.
- (2). The unit holder agrees that any monies which are payable pursuant to clause 1 shall be a debt enforceable by the owners corporation against the unit holder.
- (3) Notwithstanding clause 1, the owners corporation shall not be entitled to recover any legal fees or other costs from the unit owner unless the owners corporation first provides to the unit owner a copy of invoices or, where the amount has already been paid by the owners corporation, receipts to evidence the amount due or paid by the owners corporation. If the unit holder fails to pay the legal fees or other costs in accordance with

clause 1, the owners corporation may declare that a charge is to be imposed over the lease of the unit to secure payment of those costs and the unit holder shall not be entitled to object or seek to remove the registration of that charge over the lease of the unit.

13

Animals

Details are contained with Section 32 of the Unit Titles (Management) Act 2011.

- (1) A unit owner may keep an animal, or allow an animal to be kept, within the unit or the common property only with the express permission of the Executive Committee.
- (2) Owners seeking permission should apply to the Strata Manager who will forward it to the adjoining unit owners for comment prior to it going to the Executive Committee for consideration.
- (3) The Executive Committee may give permission under this section, with or without conditions. However, permission will not be unreasonably withheld.
- (4) Should an animal cause a nuisance to others, a complaint may be made to the Executive Committee for consideration and permission to keep an animal may be revoked.
- (5) Feeding of wild animals has the potential to attract an array of species including potential pests such as sparrows, Indian mynahs and pigeons. Residents are requested not to feed wild birds on balconies, in courtyards or on common property.
- (6) Pet food, in pet feeding containers or packaging must not be left on unit balconies at any time as it attracts rats, mice and possums which bring disease and cause damage to the amenity.

14

Floor Coverings

A unit owner must not install timber or tile floor in his or her unit unless:

- (a) prior to installation, the proposed flooring has been designed and approved by an accredited acoustic consultant to minimise noise in adjoining units: and
- (b) following installation, the unit owners provides the body corporate manager with a certificate from the accredited acoustic consultant that the timber or the tiled floor complies with the design approved under paragraph (a).

15

Smoking

- (1) The common areas of Brundle Place are a non-smoking area. Smoking is not permitted in any of the common areas, in the vicinity of the main entrance, court yards, pool, car park and in any of the stair wells.
- (2) Residents who smoke are particularly reminded not to discard cigarette butts from balconies and windows.
- (3) Residents who smoke are also reminded to be mindful of their smoke drifting into other units; particularly those above, from both their balconies and windows.

16

Cars and Parking

- (1) Residents should not use visitor car parks for long term parking but park in their unit's allocated parking space leaving the visitor parking areas for guests.
- (2) Each unit can only park in their unit's allocated parking space or spaces. If a unit has more cars than their unit's allocated parking, then the excess cars need to be parked off site.
- (3) Cars must not be parked on the concrete access driveway, on landscaped areas, or in any position where they may cause an obstruction to others.
- (4) In the interest of safety, parents and carers should be aware that children are not permitted to play on the common property driveways.
- (5) Vehicles are asked to keep to a 10kph speed limit within the complex.
- (6) It is the responsibility of ALL residents to ensure the security underground parking is kept locked at all times. The **GARAGE REMOTE IS NOT TO BE LEFT IN CARS AT ANY TIME**. Reprogramming of the security car park doors due to stolen remotes will be charged to the resident responsible at a minimum of \$160.00 plus \$85.00 for the remote.



17 **General**

- (1) Residents are responsible for any damage done on the premises by their guests and for any annoyance caused by them.
- (2) Entry points to the complex are to be kept locked at all times and must not be propped open or interfered with in any way.

18 **Garbage Hopper Area**

- (1) All rubbish must be placed in the hopper and hopper lid closed after use.
- (2) All garbage must be enclosed in an acceptable outer container, such as an approved garbage bin liner and fastened securely.
- (3) Residents are encouraged to recycle paper, plastic and cardboard in the recycling hopper.
- (4) Other household items (such as bedding, furniture, computers, refrigerators, ovens, televisions, etc) and trade wastes (such as tiles, timber, plasterboard etc) must be disposed of at an appropriate waste disposal station. Owners or occupiers failing to comply with these rules on the handling of garbage and recycling that causes the need for additional collections or clean up will be held liable for the costs involved.
- (5) The gate from the garage to the hopper area is to be kept locked at all times.

19 **Appearance**

- (1) Residents shall maintain their units so that other unit holders are not adversely affected in terms of hygiene, appearance and value.
- (2) Garbage and garbage containers shall not be displayed on balconies at any time.
- (3) If residents choose to dry laundry on balconies - small, neat, portable clothes racks should be used. Clothes are not permitted to be draped over balconies and fixed clothes lines / temporary ropes are not permitted.
- (4) A sense of community and general tidiness suggests that all residents should assist in keeping the common property that is carports, driveways, lawns, landscaped gardens, clean and free from litter.
- (5) Residents must not, without the express permission of the Executive Committee, maintain within the unit anything visible from outside the unit that, viewed from outside the unit, is not in keeping with the rest of the building.

20 **Pool**

- (1) Residents use the pool at their own risk. The Body Corporate does not accept any liability for the bodily injury or loss of property arising out of the use of the pool. An adult must supervise children using these facilities.
- (2) The pool area is for the quiet enjoyment of residents and their friends, and residents are reminded to be aware of noise especially late in the evening.
- (3) The pool hours are from 6.00am to 10.00pm. The pool is not to be used outside of these hours.
- (4) Glass containers, food and drink are not permitted in the pool area for safety reasons.



(05-02-14 AGM)



SR\$1568134

19/02/2008 11:05:39 DUKER

1568134



SR
Form 094

SPECIAL RESOLUTION

INDEPENDENT BODY CORPORATE
GPO BOX 1539
CANBERRA Box Number 2601

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

Vot:Fol	District/Division	Section	Block
1539:50:1	BRADDON	59	13

2. UNITS PLAN NUMBER

UNIT PLAN 1706

3. DETAILS OF AMENDMENT

ADDITIONAL ARTICLE 6

4. SUPPORTING DOCUMENTATION

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

5. DATE

13th FEBRUARY 2008

6. EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL

Executed by
Affixed in the presence of



By being signed by:

Signature	<i>Lorraine Henderson</i>
Full Name (Block Letters)	LORRAINE HENDERSON
Address	38 LONGSTAY VILLAGE SYMONSTON
Office Held	BODY CORPORATE MANAGER

Signature	<i>Geraldine Jones</i>
Full Name (Block Letters)	GERALDINE JONES
Address	37 HANRAHAN CRESCENT DUNLOP
Office Held	ADMINISTRATION OFFICER

7. OFFICE USE ONLY

Lodged by	<i>[Signature]</i>	Certificates Lodged	
Data Entered by	<i>[Signature]</i>	Attachments Lodged	
Examined by		Certificate of Title Lodged	
Registered by		Registration Date	29/02/08

**MINUTES OF A REDUCED QUORUM ANNUAL GENERAL MEETING
UNITS PLAN 1706 Brundle Place**

- HELD:** Independent Property Group Training Room
Level 2 City Plaza, 222 City Walk, Canberra.
- TIME:** Monday 4 February 2008 – 5.35 pm
- PRESENT:** Ms E Fredman, Mr R Gehrig, Mrs G. Gehrig, Mr T. Thomas,
Ms. S. Chambers, Mr K Lowes, Mr A Morris, Mr L Jolley and
Mr Steven Wiebe (Managing Agent).
- CHAIR:** Mr R Gehrig agreed to chair the meeting
- APOLOGIES:** Ms C McGee.
- PROXIES:** Ms H Lavey, Department of Housing, Mr R Wynn nominated
the Chair.
- QUORUM:** As fewer than 50% of owners were represented at the meeting it
was decided to proceed with a Reduced Quorum Meeting (Unit
Titles Act 2001 S. 99(2)). Decisions made at this meeting will
become effective 21 days after the meeting date. A reduced
quorum decision will be disallowed if the owners' corporation
receives a petition signed by a majority of owners who are
financial and entitled to vote at the meeting and which is
received within this 21 day period.

Minutes of the Previous Annual General Meeting:

The minutes of the previous Annual General Meeting, were taken as read.

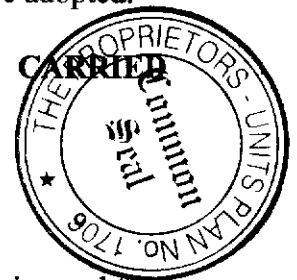
MOTION 1: That the minutes of the previous Annual General Meeting be adopted.

Moved: Mr Lowes **Seconded:** Ms S Chambers

Matters Arising from Minutes: there were no matters arising.

Insurance:

The managing agent informed the meeting that the complex was currently insured for \$8,045,000.00 (Building) and \$36,000.00 (Common Contents). The meeting discussed this amount and felt that it was not adequate cover if the building needed to be replaced. The meeting requested that the managing agent obtain quotes to increase the cover to \$10,000,000.00 and forward onto the incoming Executive Committee for consideration.



Financial Report:

The cash payments report, and income and expenditure reports, covering the period from the 1st January 2007 to 31 December 2007, were tabled by the managing agent.

It was noted that Programmed Maintenance Services had not supplied the invoice for the recent painting works at the complex. It was also noted that this payment should be paid from the sinking fund.

Mr Morris noted that "At Home Building Maintenance" had been paid \$353.00 for covering an air vent within his unit. The managing agent will forward the invoice to all owners with the minutes.

It was also noted that payments had been made for the waterproofing of the podium that has not been completed. The managing agent will contact the contractor to have them re-attend.

The meeting notified the managing agent that all expenditure over \$1,000.00 should be forwarded to the Executive Committee prior to payments being made, to ensure that all works are being carried out to an acceptable standard.

MOTION 2: That the financial statements be accepted.

Moved: Mr Jolley

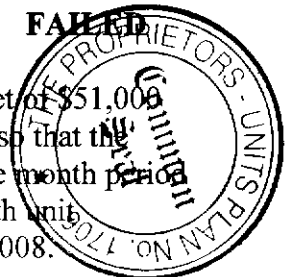
Seconded: Mr Lowes

CARRIED

Budget Debate: The managing agent tabled a proposed budget for the upcoming year of \$58,100.00 (+ GST) for the Administrative Fund and \$30,000.00 (+GST) for the Sinking Fund. The meeting discussed the proposed budget in detail, noting that the levies were increased dramatically last year. The meeting agreed that the budget should not be increased and any additional expenditure should be taken from the surplus.

MOTION 3: – Special Resolution: That the Administrative Fund budget of \$58,100 (+GST) and Sinking Fund budget of \$30,000.00 (+GST) be accepted. Also that the Corporation determine a levy equal to the approved budget for the twelve month period commencing on 1st January 2008 and to be contributed in accordance with unit entitlements on the first days of March, June September and December 2008.

MOTION 3: – Special Resolution: That the Administrative Fund budget of \$51,000 (+GST) and Sinking Fund budget of \$30,000.00 (+GST) be accepted. Also that the Corporation determine a levy equal to the approved budget for the twelve month period commencing on 1st January 2008 and to be contributed in accordance with unit entitlements on the first days of March, June September and December 2008.



Moved: Mr Gehrig

Seconded: Ms Chambers

CARRIED

Appointment of Managing Agent:

MOTION 4: That Independent Body Corporate be appointed managing agents until the next annual general meeting.

FAILED

It was proposed by Mr Thomas that this motion be amended to read "That Independent Body Corporate be appointed managing agent on a continuous month to month basis, to allow for the Executive Committee to review the management services." This was seconded by Mr Morris.

MOTION 4: That independent Body Corporate be appointed managing agent on a continuous month to month basis, to allow for the Executive Committee to review the management services

Moved: Mr Jolley

Seconded: Mr Lowes

CARRIED

Addition to Articles:

The managing agent explained the proposed motion stating that this was mainly for any owners with arrears that would warrant recovering the overdue monies via legal proceedings. The managing agent explained that if a court of law were to rule against this motion in legal proceedings, i.e. the owner's corporation was found to be in the wrong and the ruling states that the owner's corporation must pay the legal costs of the individual owner; then this motion would be void in this instance.

MOTION 5: Special Resolution: That the following clause be inserted into the Articles of the Owners Corporation as Article 6:

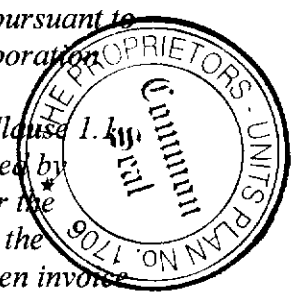
- 1.1 *If an Owner's Corporation incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owner's Corporation the amount of the legal fees or other costs incurred by the Owner's Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.*
- 1.2 *The Unit holder agrees that any monies which are payable pursuant to Clause 1.1, shall be a debt enforceable by the Owner's Corporation against the Unit Holder.*
- 1.3 *The legal fees and other costs payable in accordance with Clause 1.1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owner's Corporation. For the avoidance of doubt any legal fees or other costs incurred by the Owner's Corporation which can not be evidenced by a written invoice as due and payable shall not form part of and will not be recoverable against in accordance with Clause 1.1*

This should be caveated upon a court order and should be limited to situations where the Body Corporate is taking action against the unit holder in accordance with law.

Moved: Mr Jolley

Seconded: Mr Gehrig

CARRIED



Election of Executive Committee:

Ms S Chambers, Mr T Thomas, Mr K Lowes, Mr & Mrs Gehrig, Mr A Morris, Ms E Fredman and Mr L Jolley.

General Business:

Arrears: The meeting noted that 3 units are in arrears for more than 12 months worth of levies. A number of other units are also in arrears; however these amounts were only 1 quarter. The managing agent advised that before further action is taken, the Executive Committee will be notified.

Caretaking: It was noted that the caretaker of the complex had failed to inform the managing agent of dripping taps and faulty lights within the complex. The managing agent will arrange for the electrician to attend the property and repair the lights. The managing agent will also request that the caretaker inspect all external taps within the complex and repair any that are dripping. It was also noted that despite water restrictions, the caretaker was using water fortnightly to clean the tiles on the walkways. The managing agent explained that the caretaker may have an exemption to use water for cleaning. The managing agent will request a copy of the exemption form the caretaker for the file.

Building Movement: Mr Thomas noted that his front door is out of alignment due to the building shifting. The managing agent informed the meeting that he was following up quotes from RHM Consultants on the costs involved for the inspection of the property and the Executive Committee's Units.

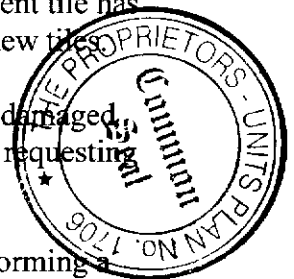
Abandoned Vehicle: The managing agent noted that a towing firm had been requested to remove the vehicle. The company will contact Ms Fredman prior to collection.

Car Park Repainting: The managing agent was requested to obtain quotes for the repainting of the car park, including the repainting of the visitor parking signs.

Walkway tiles: The meeting requested that the managing agent obtain quotes for the replacement of the cracked tiles in the walkways. It was noted that the current tile has been discontinued and that there will be a slight colour variation with the new tiles.

Damaged Fence: The developer of the units next door to the complex has damaged the fence between the properties. The managing agent will forward a letter requesting that they repair the damage.

Pool: Mr Morris informed the meeting that he had witnessed a couple performing a lewd act in the pool enclosure, and questioned if this was covered under the house rules. Mr Thomas suggested that the incoming Executive Committee look at re-writing the house rules to reflect current situations.

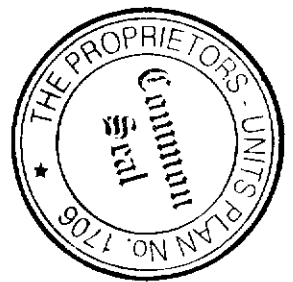


It was also noted that there had been a number of issues with the pool in the last few years, including a large crack that has formed along the edge of the pool and tiles missing from the surrounds. The meeting requested that the managing agent arranges quotes to have the pool inspected and repaired, and also for the pool to be demolished and filled in to create a garden bed.

In the meantime, a letter will be forwarded to all residents relating to the usage of the pool area, and the house rules related to the pool.

New gate code: The meeting selected a new gate code for the complex. This code will be 5210. A letter will be forwarded once this code has been changed.

Closure: With no further business to discuss, the meeting closed at 7.10pm



UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

The Owners - Units Plan No. 1706

Unit No: 10 Lot No: 10

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

Entitlements

Unit Entitlement: **256**
Total Building Entitlements: **10,000**

Managing Agent

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

Contact Phone Number: **0261850347**

Corporation's records can be inspected at

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

Contact Phone Number: **0261850347**

Members of Corporation's executive committee

Office	Name	Address
Chairperson		
Secretary		
Treasurer		
Committee	Mr K Wong	23/17 Helemon Street BRADDON ACT 2612
	Max Mowday	30 Beauty Drive WHALE BEACH NSW 2107
	Christina Sirotich	26/17 Helemon Street BRADDON ACT 2612
	Ms J Owusu	73 McClelland Avenue NICHOLLS ACT 2913
	Mitchell Brown	18/17 Helemon Street BRADDON ACT 2612

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 1706 - Unit 10

Funds Details

Contributions payable to Administration Fund:

Total amount last determined with respect of the unit **\$3,740.64**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/03/26 to 30/06/26	1,246.88	01/06/26	02/06/26	0.00	01/06/26
01/07/26 to 31/10/26	1,246.88	01/09/26		0.00	01/09/26
01/11/26 to 28/02/27	1,246.88	01/12/26		0.00	01/12/26

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

Paid to **30/06/26**

Special contributions payable to Administration Fund:

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By

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

Contributions payable to Sinking Fund:

Total amount last determined with respect of the unit **\$1,689.60**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/03/26 to 30/06/26	563.20	01/06/26	02/06/26	0.00	01/06/26
01/07/26 to 31/10/26	563.20	01/09/26		0.00	01/09/26
01/11/26 to 28/02/27	563.20	01/12/26		0.00	01/12/26

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

Paid to **30/06/26**

Special contributions payable to Sinking Fund:

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By

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

Other Levies

Purpose	Period	Amount	Due Date	Date Paid	Discount	If Paid By

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

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 1706 - Unit 10

Other amounts owing

Rate of interest payable	10.00	per cent		Interest Owing	Nil
Purpose		Fund	Amount	Due Date	Amount Due

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

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

Insurance Policies

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Due Date	Date when last premium paid	Amount of last premium
<i>BUILDING</i> STRATA COMMUNITY INSURANCE	POL11083014	20,738,025.00	13/10/26		22,739.42
<i>LOSS OF RENT</i> STRATA COMMUNITY INSURANCE	POL11083014	3,110,704.00	13/10/26		
<i>PUBLIC LIABILITY</i> STRATA COMMUNITY INSURANCE	POL11083014	10,000,000.00	13/10/26		
<i>FIDELITY GUARANTEE</i> STRATA COMMUNITY INSURANCE	POL11083014	100,000.00	13/10/26		
<i>OFFICE BEARERS</i> STRATA COMMUNITY INSURANCE	POL11083014	1,000,000.00	13/10/26		
<i>VOLUNTARY WORKERS</i> STRATA COMMUNITY INSURANCE	POL11083014	200,000.00/\$2,000.00	13/10/26		
<i>GOVT AUDIT COSTS</i> STRATA COMMUNITY INSURANCE	POL11083014	25,000.00	13/10/26		
<i>APPEAL EXPENSES</i> STRATA COMMUNITY INSURANCE	POL11083014	100,000.00	13/10/26		
<i>LOT OWNERS FIXTURES</i> STRATA COMMUNITY INSURANCE	POL11083014	250,000.00	13/10/26		
<i>WORKERS COMPENSATION</i> STRATA COMMUNITY INSURANCE	POL11083014	Selected	13/10/26		
<i>COMMON AREA CONTENTS</i> STRATA COMMUNITY INSURANCE	POL11083014	207,380.00	13/10/26		
<i>LEGAL DEFENSE</i> STRATA COMMUNITY INSURANCE	POL11083014	50,000.00	13/10/26		

Fund Balances

Balances as at: 26 June 2026

Administrative Fund	51,209.19
Sinking Fund	64,552.04

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 1706 - Unit 10

Developer Control Period

Developer Control Period Expiry Date: Yes

Borrowed Money

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

Sustainability Infrastructure

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

No sustainability infrastructure

Crown Lease Extension Application

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

No

Ongoing Development Approval

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

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

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

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

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 1706 - Unit 10

Embedded Network

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

(i) Which utility service the embedded network applies to

Not applicable

(ii) The name of the embedded network provider

Not applicable

D. McCutty



Dated at Canberra the **26 June 2026**



CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	POL11083014
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED SITUATION	The Owners - Units Plan No 1706 17 Helemon Street, Braddon, ACT, 2612
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 13/10/2025 Expiry Date: 4:00pm on 13/10/2026
INTERMEDIARY ADDRESS	Arthur J. Gallagher PO Box 263, Deakin West, ACT, 2600
DATE OF ISSUE	09/10/2025

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$20,738,025
		Common Area Contents	\$207,380
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$3,110,704
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
		3. Lot Owners' Wall Coverings	Included
SECTION 2	Liability		\$10,000,000
SECTION 3	Voluntary Workers		Included
SECTION 4	Workers Compensation		Selected
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$1,000,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		Not Included
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

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

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

Insurance Valuation Report

For

Brundle Place

17 Helemon Street, Braddon ACT 2612

Scheme Number: 1706



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 199035

18 April 2024

Professional Indemnity Insurance Policy Number 1411189338PLP

PO Box 1280,
Beenleigh QLD 4207

P 1300 309 201

F 1300 369 190

E i f @ i

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 **17 Helemon Street, Braddon ACT 2612**.

1.2 Property Address

The property is situated at **17 Helemon Street, Braddon ACT 2612**.

1.3 Description of Building

The property comprises total thirty-six residential apartments in a three storey building with allocated secure car parking spaces at one level of basement. Access to upper floor is by internal staircases and landings. Common property includes outdoor swimming pool, amenities, communal area, access driveways, boundary walls & fences and site landscaping. In accordance with the plans provided the date of registration is 1998.

1.4 Client

The Proprietors Brundle Place.

1.5 Replacement Value

Recommended Insured Value:

\$18,810,000 (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: \$14,240,000

Allowance for Cost Escalation:

Design and Documentation:	6 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	14 Months

Calculated at 6% over the period \$1,140,000

Progressive Subtotal: \$15,380,000

Professional Fees: \$1,690,000

Progressive Subtotal: \$17,070,000

Removal of Debris: \$715,000

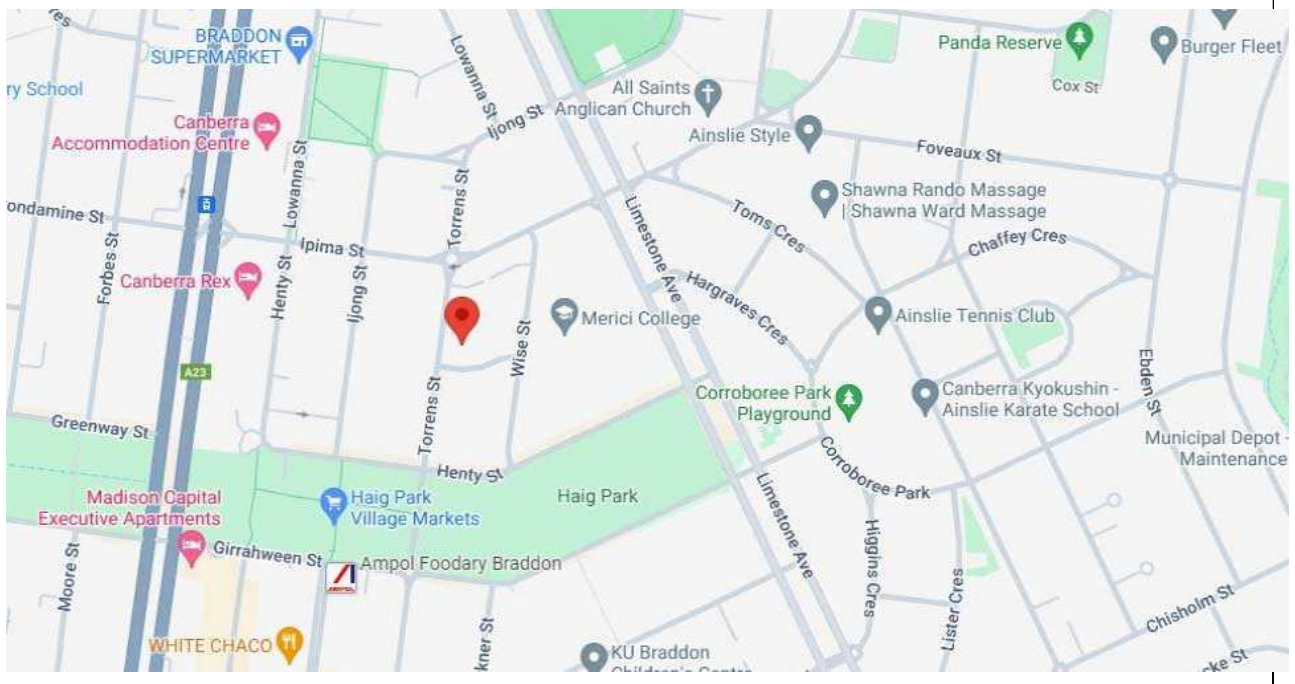
Progressive Subtotal: \$17,785,000

Cost Escalation for Insurance Policy Lapse Period: \$1,025,000

Progressive Subtotal: \$18,810,000

Recommended Insured Value: \$18,810,000 (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 upper floors.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Double brick.

EXTERNAL WALL FINISHES: Rendered & painted brick, and brick veneer.

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

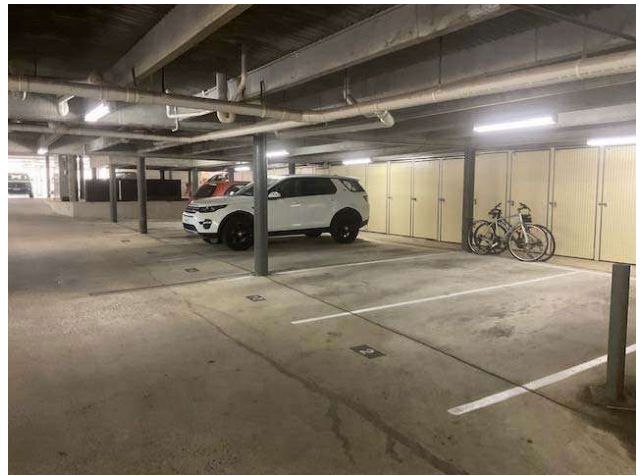
- This Inspection Report does not include the inspection and assessment of items or matters outside the stated purpose of the requested inspection and report. Other items or matters may be the subject of an Inspection Report which is adequately specified.
- The inspection only covered the Readily Accessible 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



Sinking Fund Plan

Brundle Place v3
17 Helemon Street, Braddon, ACT 2612
Scheme Number: 1706



COMPILED BY KEN THOMPSON

**On 9 February 2026 for the
15 Years Commencing: 1 January 2025
QIA Job Reference Number: 226480**

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

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QIA Group Pty Ltd
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INTRODUCTION

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

LOCATION

17 Helemon Street, Braddon, ACT 2612

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 (GST incl) is:	\$6.50
Number of Lot/Unit Entitlements:	10000
Opening Balance:	\$99,270.00
The proposed Sinking Fund Levy per entitlement (GST incl) is:	\$6.60

METHODOLOGY

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

The report will generally categorise costs as follows:

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

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

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

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

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

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

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

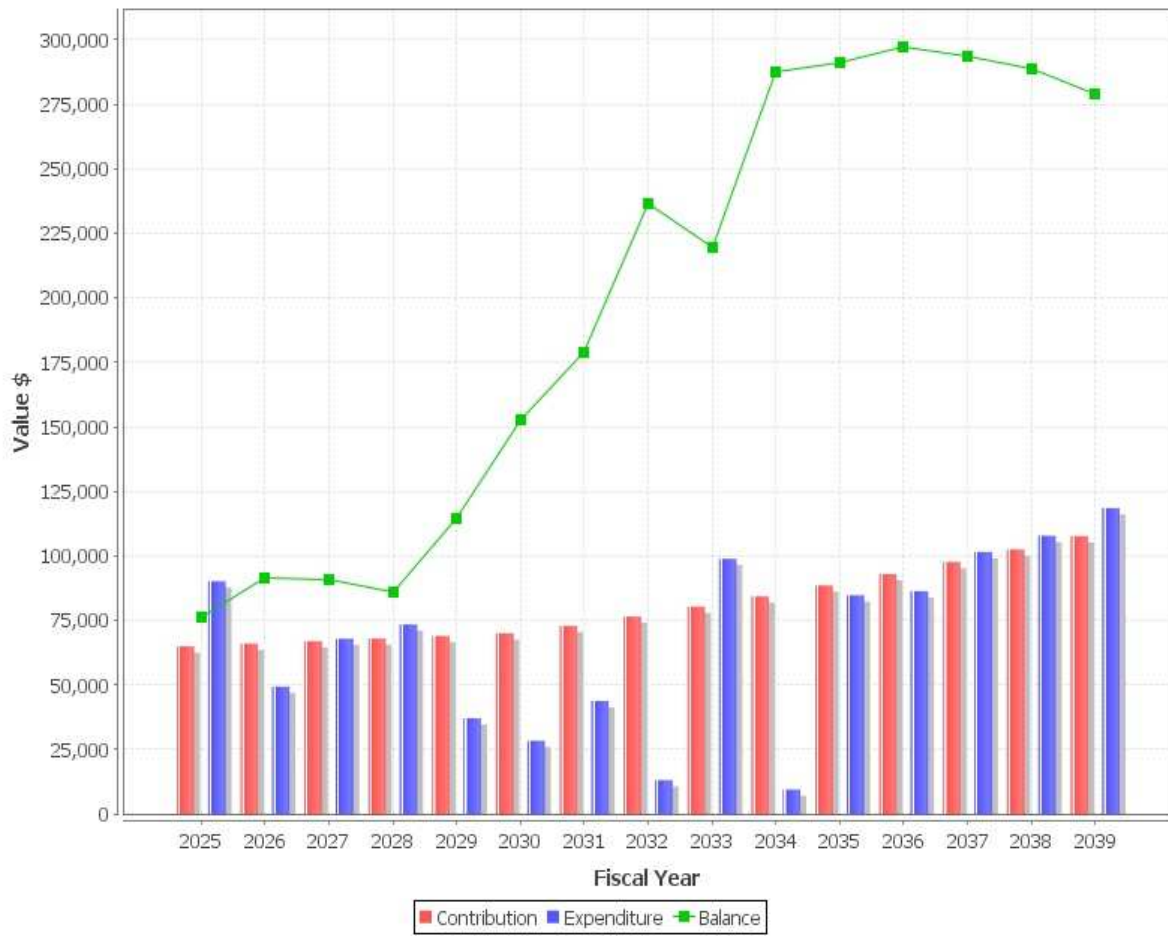
An allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST has been applied to the levies and expenses proposed in this report – input tax credits have been accounted for and are shown in the **Financial Summary Table** in this report.

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

SINKING FUND FINANCIAL SUMMARY

Report Year	Fiscal From	Opening Balance	Income						Expenses	Closing Balance	
			Beginning of Year	Contribution Total P.A. Ex GST	GST	Contribution Total P.A. Incl GST	Contribution per Entitlement Ex GST	GST			Contribution per Entitlement Inc GST
1	01/01/2025	\$99,270	\$59,072	\$5,907	\$64,979	\$5.91	\$0.59	\$6.50	\$8,204	\$90,243	\$76,303
2	01/01/2026	\$76,303	\$60,000	\$6,000	\$66,000	\$6.00	\$0.60	\$6.60	\$4,487	\$49,354	\$91,436
3	01/01/2027	\$91,436	\$60,909	\$6,091	\$67,000	\$6.09	\$0.61	\$6.70	\$6,175	\$67,926	\$90,594
4	01/01/2028	\$90,594	\$61,818	\$6,182	\$68,000	\$6.18	\$0.62	\$6.80	\$6,674	\$73,412	\$85,674
5	01/01/2029	\$85,674	\$62,727	\$6,273	\$69,000	\$6.27	\$0.63	\$6.90	\$3,376	\$37,139	\$114,638
6	01/01/2030	\$114,638	\$63,636	\$6,364	\$70,000	\$6.36	\$0.64	\$7.00	\$2,581	\$28,394	\$152,462
7	01/01/2031	\$152,462	\$66,227	\$6,623	\$72,850	\$6.62	\$0.66	\$7.29	\$3,978	\$43,755	\$178,912
8	01/01/2032	\$178,912	\$69,539	\$6,954	\$76,492	\$6.95	\$0.70	\$7.65	\$1,191	\$13,097	\$236,544
9	01/01/2033	\$236,544	\$73,016	\$7,302	\$80,317	\$7.30	\$0.73	\$8.03	\$8,990	\$98,895	\$219,655
10	01/01/2034	\$219,655	\$76,666	\$7,667	\$84,333	\$7.67	\$0.77	\$8.43	\$860	\$9,459	\$287,722
11	01/01/2035	\$287,722	\$80,500	\$8,050	\$88,550	\$8.05	\$0.80	\$8.85	\$7,708	\$84,785	\$291,145
12	01/01/2036	\$291,145	\$84,525	\$8,452	\$92,977	\$8.45	\$0.85	\$9.30	\$7,847	\$86,313	\$297,203
13	01/01/2037	\$297,203	\$88,751	\$8,875	\$97,626	\$8.88	\$0.89	\$9.76	\$9,228	\$101,503	\$293,679
14	01/01/2038	\$293,679	\$93,188	\$9,319	\$102,507	\$9.32	\$0.93	\$10.25	\$9,804	\$107,846	\$288,825
15	01/01/2039	\$288,825	\$97,848	\$9,785	\$107,633	\$9.78	\$0.98	\$10.76	\$10,776	\$118,534	\$278,914

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

January 2025	Expense Inc GST
SUPERSTRUCTURE	
- Repaint building - painting maintenance program	\$34,868
- Provision to replace balustrade/handrail fixings	\$346
- Capital Replacement - General	\$1,558
PLANNED/BUDGETED EXPENDITURE IN 2025	
- Provision for basement garage door replacement	\$20,000
- Provision for bike rack installation	\$5,000
- Provision for drip tray installation	\$7,000
BASEMENT	
- Provision for installation of sump pump and strip drain	\$16,665
EXTERNAL WORKS	
- Ongoing partial maintenance of tiled walkways	\$1,617
FURNITURE & FITTINGS	
- Provision to replace coded locks	\$808
SWIMMING POOL	
- Maintain filter - replace sand	\$300
- Replace pool cover	\$2,079
<u>Total Forecast Expenditure for year - January 2025 (Inc GST):</u>	<u>\$90,243</u>
Includes GST amount of :	\$8,204

January 2026	Expense Inc GST
SUPERSTRUCTURE	
- Repaint building - painting maintenance program	\$36,612
- Capital Replacement - General	\$1,636
EXTERNAL WORKS	
- Maintain common pipework	\$3,929
FENCING	
- Replace timber fencing in 6 years - partial accrual	\$2,641
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	\$352
- Provision to upgrade security cameras & associated equipment	\$3,396
FIRE PROTECTION SYSTEMS	
- Install/replace sensors/exit/emergency lighting	\$485
SWIMMING POOL	
- Replace pool cartridge filter	\$303
<u>Total Forecast Expenditure for year - January 2026 (Inc GST):</u>	<u>\$49,354</u>
Includes GST amount of :	\$4,487

January 2027Expense
Inc GST**SUPERSTRUCTURE**

- Repaint building - painting maintenance program	\$38,442
- Provision to replace balustrade/handrail fixings	\$382
- Provision for partial balcony membrane replacement	\$14,119
- Capital Replacement - General	\$1,718

BASEMENT

- Repaint line marking	\$2,776
- Replace stormwater pumps	\$6,223

ROOF

- Provision to replace down pipes in 9 years - partial accrual	\$3,311
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SWIMMING POOL

- Provision for ongoing replacement of pool pumps	\$955
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Total Forecast Expenditure for year - January 2027 (Inc GST): \$67,926

Includes GST amount of : \$6,175

January 2028	Expense Inc GST
SUPERSTRUCTURE	
- Repaint building - painting maintenance program	\$40,364
- Capital Replacement - General	\$1,804
BASEMENT	
- Replace grinder pumps	\$3,704
FENCING	
- Replace timber fencing in 6 years - partial accrual	\$2,912
FURNITURE & FITTINGS	
- Provision to replace mail boxes	\$9,894
LANDSCAPING	
- Ongoing replacement of irrigation controller units	\$1,003
FIRE PROTECTION SYSTEMS	
- Provision to replace fire hose reels	\$1,337
- Provision to replace portable fire extinguishers	\$401
- Install/replace sensors/exit/emergency lighting	\$535
STAIRWELL	
- Maintain floor tiles	\$1,965
SWIMMING POOL	
- Maintain filter - replace sand	\$348
- Replace pool filter	\$2,674
- Provision to replace pool fence	\$6,471
<u>Total Forecast Expenditure for year - January 2028 (Inc GST):</u>	<u>\$73,412</u>
Includes GST amount of :	\$6,674

January 2029	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace balustrade/handrail fixings	\$421
- Provision for partial balcony membrane replacement	\$15,566
- Capital Replacement - General	\$1,894
BASEMENT	
- Replace main garage door motor	\$2,808
EXTERNAL WORKS	
- Ongoing partial maintenance of tiled walkways	\$1,965
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	\$407
ROOF	
- Provision to replace guttering in 9 years - partial accrual	\$10,077
- Provision to replace down pipes in 9 years - partial accrual	\$3,650
SWIMMING POOL	
- Replace pool cartridge filter	\$351
<u>Total Forecast Expenditure for year - January 2029 (Inc GST):</u>	<u>\$37,139</u>
Includes GST amount of :	\$3,376

January 2030	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$1,989
BASEMENT	
- Maintain/repair main garage door running gear	\$1,946
EXTERNAL WORKS	
- Ongoing partial maintenance of concrete walkways	\$3,892
FENCING	
- Replace timber fencing in 6 years - partial accrual	\$3,211
TOILET	
- Maintain fixtures/fittings	\$516
FIRE PROTECTION SYSTEMS	
- Install/replace sensors/exit/emergency lighting	\$590
ROOF	
- Maintain roof ridge capping/tiles	\$9,950
SWIMMING POOL	
- Provision for ongoing replacement of pool pumps	\$1,106
- Replace water chlorinator	\$2,034
- Maintain pool concourse	\$3,162
<u>Total Forecast Expenditure for year - January 2030 (Inc GST):</u>	<u>\$28,394</u>
Includes GST amount of :	\$2,581

January 2031	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace balustrade/handrail fixings	\$464
- Provision for partial balcony membrane replacement	\$17,161
- Capital Replacement - General	\$2,088
DRIVEWAY	
- Maintain driveway 3% of total	\$5,146
FURNITURE & FITTINGS	
- Provision to replace coded locks	\$1,083
ROOF	
- Provision to replace guttering in 9 years - partial accrual	\$11,109
- Provision to replace down pipes in 9 years - partial accrual	\$4,024
STAIRWELL	
- Maintain floor tiles	\$2,275
SWIMMING POOL	
- Maintain filter - replace sand	\$402
<u>Total Forecast Expenditure for year - January 2031 (Inc GST):</u>	<u>\$43,755</u>
Includes GST amount of :	\$3,978

January 2032	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$2,192
EXTERNAL WORKS	
- Maintain common pipework	\$5,266
FURNITURE & FITTINGS	
- Maintain signage	\$2,438
- Ongoing partial replacement of exterior lighting	\$471
- Provision to replace door closers	\$455
LANDSCAPING	
- Ongoing replacement of irrigation controller units	\$1,219
FIRE PROTECTION SYSTEMS	
- Install/replace sensors/exit/emergency lighting	\$650
SWIMMING POOL	
- Replace pool cartridge filter	\$406
<u>Total Forecast Expenditure for year - January 2032 (Inc GST):</u>	<u>\$13,097</u>
Includes GST amount of :	\$1,191

January 2033Expense
Inc GST**SUPERSTRUCTURE**

- Repaint building - painting maintenance program	\$51,517
- Provision to replace balustrade/handrail fixings	\$512
- Provision for partial balcony membrane replacement	\$18,920
- Capital Replacement - General	\$2,302

EXTERNAL WORKS

- Ongoing partial maintenance of tiled walkways	\$2,389
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FURNITURE & FITTINGS

- Provision to upgrade security cameras & associated equipment	\$4,778
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FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$512
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ROOF

- Provision to replace guttering in 9 years - partial accrual	\$12,248
- Provision to replace down pipes in 9 years - partial accrual	\$4,437

SWIMMING POOL

- Provision for ongoing replacement of pool pumps	\$1,280
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<u>Total Forecast Expenditure for year - January 2033 (Inc GST):</u>	<u>\$98,895</u>
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Includes GST amount of :	\$8,990
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January 2034	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$2,417
FIRE PROTECTION SYSTEMS	
- Install/replace sensors/exit/emergency lighting	\$717
STAIRWELL	
- Maintain floor tiles	\$2,634
SWIMMING POOL	
- Maintain filter - replace sand	\$466
- Replace pool cover	\$3,225
<u>Total Forecast Expenditure for year - January 2034 (Inc GST):</u>	<u>\$9,459</u>
Includes GST amount of :	\$860

January 2035	Expense Inc GST
SUPERSTRUCTURE	
- Repaint building - painting maintenance program	\$56,797
- Provision to replace balustrade/handrail fixings	\$564
- Provision for partial balcony membrane replacement	\$20,860
- Capital Replacement - General	\$2,538
FENCING	
- Replace painted baluster fencing in 11 years	\$3,010
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	\$546
SWIMMING POOL	
- Replace pool cartridge filter	\$470
<u>Total Forecast Expenditure for year - January 2035 (Inc GST):</u>	<u>\$84,785</u>
Includes GST amount of :	\$7,708

January 2036	Expense Inc GST
SUPERSTRUCTURE	
- Repaint building - painting maintenance program	\$59,637
- Capital Replacement - General	\$2,665
BASEMENT	
- Maintain/repair main garage door running gear	\$2,608
- Replace grinder pumps	\$5,472
EXTERNAL WORKS	
- Ongoing partial maintenance of concrete walkways	\$5,215
LANDSCAPING	
- Ongoing replacement of irrigation controller units	\$1,482
FIRE PROTECTION SYSTEMS	
- Install/replace sensors/exit/emergency lighting	\$790
SWIMMING POOL	
- Provision for ongoing replacement of pool pumps	\$1,482
- Replace water chlorinator	\$2,726
- Maintain pool concourse	\$4,237
<u>Total Forecast Expenditure for year - January 2036 (Inc GST):</u>	<u>\$86,313</u>
Includes GST amount of :	\$7,847

January 2037	Expense Inc GST
SUPERSTRUCTURE	
- Repaint building - painting maintenance program	\$62,618
- Provision to replace balustrade/handrail fixings	\$622
- Provision for partial balcony membrane replacement	\$22,998
- Capital Replacement - General	\$2,798
BASEMENT	
- Repaint line marking	\$4,522
EXTERNAL WORKS	
- Ongoing partial maintenance of tiled walkways	\$2,904
FURNITURE & FITTINGS	
- Provision to replace coded locks	\$1,452
STAIRWELL	
- Maintain floor tiles	\$3,049
SWIMMING POOL	
- Maintain filter - replace sand	\$539
<u>Total Forecast Expenditure for year - January 2037 (Inc GST):</u>	<u>\$101,503</u>
Includes GST amount of :	\$9,228

January 2038Expense
Inc GST**SUPERSTRUCTURE**

- Repaint building - painting maintenance program	\$65,749
- Capital Replacement - General	\$2,938

EXTERNAL WORKS

- Maintain common pipework	\$7,056
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$632
- Provision to upgrade intercom systems & associated equipment	\$29,402

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$653
- Install/replace sensors/exit/emergency lighting	\$871

SWIMMING POOL

- Replace pool cartridge filter	\$544
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<u>Total Forecast Expenditure for year - January 2038 (Inc GST):</u>	<u>\$107,846</u>
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Includes GST amount of :	\$9,804
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January 2039	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace balustrade/handrail fixings	\$686
- Provision for partial balcony membrane replacement	\$25,355
- Capital Replacement - General	\$3,085
BASEMENT	
- Replace main garage door motor	\$4,574
SWIMMING POOL	
- Provision for ongoing replacement of pool pumps	\$1,715
- Provision to refurbish pool surface	\$83,119
<u>Total Forecast Expenditure for year - January 2039 (Inc GST):</u>	<u>\$118,534</u>
Includes GST amount of :	\$10,776

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
SUPERSTRUCTURE																		
- Repaint building - painting maintenance program	\$30,189	2033	10									51517						
- Repaint building - painting maintenance program	\$30,189	2025	10	34868										56797				
- Repaint building - painting maintenance program	\$30,189	2026	10		36612										59637			
- Repaint building - painting maintenance program	\$30,189	2027	10			38442										62618		
- Repaint building - painting maintenance program	\$30,189	2028	10				40364										65749	
- Provision to replace balustrade/handrail fixings	\$300	2025	2	347		382		421		464		512		564		622		686
- Provision for partial balcony membrane replacement	\$11,088	2027	2			14119		15566		17161		18920		20860		22998		25355
- Capital Replacement - General	\$1,349	2025	1	1558	1636	1718	1804	1894	1989	2088	2192	2302	2417	2538	2665	2798	2938	3085
PLANNED/BUDGETED EXPENDITURE IN 2025																		
- Provision for basement garage door replacement	\$17,316	2025	0	20000														
- Provision for bike rack installation	\$4,329	2025	0	5000														
- Provision for drip tray installation	\$6,061	2025	0	7000														
BASEMENT																		
- Provision for installation of sump pump and strip drain	\$14,429	2025	0	16665														
- Repaint line marking	\$2,180	2027	10			2776										4522		
- Maintain/repair main garage door running gear	\$1,320	2030	6						1946						2608			
- Replace main garage door motor	\$2,000	2029	10					2808										4574
- Replace stormwater pumps	\$4,887	2027	14			6223												
- Replace grinder pumps	\$2,770	2028	8				3704								5472			
DRIVEWAY																		
- Maintain driveway 3% of total	\$3,325	2031	12							5146								

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
EXTERNAL WORKS																		
- Maintain common pipework	\$3,240	2026	6		3929						5266						7056	
- Ongoing partial maintenance of concrete walkways	\$2,640	2030	6					1965	3892						5215			
- Ongoing partial maintenance of tiled walkways	\$1,400	2025	4	1617								2389				2904		
FENCING																		
- Replace painted baluster fencing in 11 years	\$1,600	2035	30											3010				
- Replace timber fencing in 6 years - partial accrual	\$2,178	2026	2		2641		2912		3211									
FURNITURE & FITTINGS																		
- Maintain signage	\$1,500	2032	25								2438							
- Provision to replace mail boxes	\$7,400	2028	30			9894												
- Ongoing partial replacement of exterior lighting	\$290	2026	3		352			407			471			546			632	
- Provision to upgrade security cameras & associated equipment	\$2,800	2026	7		3396							4778						
- Provision to upgrade intercom systems & associated equipment	\$13,500	2038	15														29402	
- Provision to replace door closers	\$280	2032	10								455							
- Provision to replace coded locks	\$700	2025	6	809						1083						1452		
LANDSCAPING																		
- Ongoing replacement of irrigation controller units	\$750	2028	4				1003				1219				1482			
TOILET																		
- Maintain fixtures/fittings	\$350	2030	12						516									
FIRE PROTECTION SYSTEMS																		
- Provision to replace fire hose reels	\$1,000	2028	15				1337											
- Provision to replace portable fire extinguishers	\$300	2028	5				401					512					653	
- Install/replace sensors/exit/emergency lighting	\$400	2026	2		485		535		590		650		717		790		871	

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
ROOF																		
- Maintain roof ridge capping/tiles	\$6,750	2030	16						9950									
- Provision to replace guttering in 9 years - partial accrual	\$7,178	2029	2					10077	11109			12248						
- Provision to replace down pipes in 9 years - partial accrual	\$2,600	2027	2			3311		3650	4024			4437						
STAIRWELL																		
- Maintain floor tiles	\$1,470	2028	3				1965			2275			2634					3049
SWIMMING POOL																		
- Provision for ongoing replacement of pool pumps	\$750	2027	3			955			1106			1280			1482			1715
- Replace water chlorinator	\$1,380	2030	6						2034						2726			
- Maintain filter - replace sand	\$260	2025	3	300			348			402			466			539		
- Replace pool filter	\$2,000	2028	15				2674											
- Provision to refurbish pool surface	\$36,347	2039	15															83119
- Provision to replace pool fence	\$4,840	2028	30				6471											
- Replace pool cover	\$1,800	2025	9	2079									3225					
- Maintain pool concourse	\$2,145	2030	6						3162						4237			
- Replace pool cartridge filter	\$250	2026	3		303			351			406			470				
Total				90243	49354	67926	73412	37139	28394	43755	13097	98895	9459	84785	86313	101503	107846	118534
Includes GST amount of				8204	4487	6175	6674	3376	2581	3978	1191	8990	860	7708	7847	9228	9804	10776

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
SUPERSTRUCTURE																		
- Repaint building - painting maintenance program	\$30,189	2033	10	4672	9578	14729	20137	25816	31779	38040	44614	51517	6672	13677	21032	28756	36865	45380
- Repaint building - painting maintenance program	\$30,189	2025	10	34868	4516	9257	14235	19463	24952	30715	36766	43120	49792	56797	7355	15079	23188	31703
- Repaint building - painting maintenance program	\$30,189	2026	10	17860	36612	4741	9720	14947	20436	26199	32251	38605	45276	52282	59637	7723	15833	24347
- Repaint building - painting maintenance program	\$30,189	2027	10	12194	24998	38442	4978	10206	15694	21458	27509	33863	40534	47539	54895	62618	8109	16624
- Repaint building - painting maintenance program	\$30,189	2028	10	9365	19198	29523	40364	5227	10716	16479	22531	28884	35556	42561	49916	57640	65749	8515
- Provision to replace balustrade/handrail fixings	\$300	2025	2	347	186	382	205	421	226	464	250	512	275	564	303	622	335	686
- Provision for partial balcony membrane replacement	\$11,088	2027	2	4479	9181	14119	7593	15566	8371	17161	9229	18920	10176	20860	11219	22998	12368	25355
- Capital Replacement - General	\$1,349	2025	1	1558	1636	1718	1804	1894	1989	2088	2192	2302	2417	2538	2665	2798	2938	3085
PLANNED/BUDGETED EXPENDITURE IN																		
- Provision for basement garage door replacement	\$17,316	2025	0	20000	0	0	0	0	0	0	0	0	0	0	0	0	0	0
- Provision for bike rack installation	\$4,329	2025	0	5000	0	0	0	0	0	0	0	0	0	0	0	0	0	0
- Provision for drip tray installation	\$6,061	2025	0	7000	0	0	0	0	0	0	0	0	0	0	0	0	0	0
BASEMENT																		
- Provision for installation of sump pump and strip drain	\$14,429	2025	0	16665	0	0	0	0	0	0	0	0	0	0	0	0	0	0
- Repaint line marking	\$2,180	2027	10	881	1805	2776	360	737	1133	1550	1987	2445	2927	3433	3964	4522	586	1200
- Provision to replace garage door in 35 years	\$4,500	2059	35	302	620	953	1303	1670	2056	2461	2887	3333	3802	4295	4812	5355	5925	6523
- Maintain/repair main garage door running gear	\$1,320	2030	6	286	586	902	1233	1581	1946	383	786	1209	1653	2119	2608	514	1053	1619
- Replace main garage door motor	\$2,000	2029	10	508	1042	1602	2190	2808	364	745	1146	1567	2009	2474	2961	3473	4010	4574
- Replace stormwater pumps	\$4,887	2027	14	1974	4047	6223	629	1289	1982	2710	3474	4276	5119	6003	6932	7907	8931	10007
- Replace grinder pumps	\$2,770	2028	8	859	1762	2709	3704	573	1175	1807	2470	3166	3898	4666	5472	847	1735	2669

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
DRIVEWAY																		
- Maintain driveway 3% of total	\$3,325	2031	12	632	1296	1992	2724	3492	4299	5146	581	1190	1830	2502	3208	3949	4727	5544
EXTERNAL WORKS																		
- Maintain common pipework	\$3,240	2026	6	1917	3929	774	1587	2441	3337	4278	5266	1037	2127	3270	4471	5732	7056	1390
- Ongoing partial maintenance of concrete walkways	\$2,640	2030	6	572	1173	1804	2466	3162	3892	767	1572	2417	3305	4236	5215	1027	2106	3239
- Ongoing partial maintenance of tiled walkways	\$1,400	2025	4	1617	456	935	1437	1965	554	1136	1747	2389	674	1381	2124	2904	819	1678
FENCING																		
- Replace painted baluster fencing in 11 years	\$1,600	2035	30	212	434	668	913	1171	1441	1725	2023	2336	2665	3010	196	401	617	844
- Replace timber fencing in 6 years - partial accrual	\$2,178	2026	2	1288	2641	1420	2912	1566	3211	0	0	0	0	0	0	0	0	0
FURNITURE & FITTINGS																		
- Maintain signage	\$1,500	2032	25	255	523	805	1100	1411	1737	2079	2438	173	355	545	745	956	1176	1408
- Provision to replace mail boxes	\$7,400	2028	30	2296	4706	7237	9894	644	1319	2029	2774	3556	4378	5240	6146	7097	8095	9144
- Ongoing partial replacement of exterior lighting	\$290	2026	3	172	352	129	265	407	149	306	471	173	355	546	200	411	632	0
- Provision to upgrade security cameras & associated equipment	\$2,800	2026	7	1657	3396	587	1203	1850	2529	3243	3992	4778	826	1693	2603	3559	4563	5616
- Provision to upgrade intercom systems & associated equipment	\$13,500	2038	15	1500	3075	4729	6466	8290	10204	12215	14326	16542	18869	21313	23879	26573	29402	2833
- Provision to replace door closers	\$280	2032	10	48	98	150	205	263	324	388	455	59	121	186	254	326	401	480
- Provision to replace coded locks	\$700	2025	6	809	159	326	502	686	880	1083	213	438	673	920	1180	1452	0	0
LANDSCAPING																		
- Ongoing replacement of irrigation controller units	\$750	2028	4	233	477	734	1003	283	580	892	1219	344	705	1084	1482	418	857	1317
TOILET																		
- Maintain fixtures/fittings	\$350	2030	12	76	156	239	327	419	516	58	119	183	251	321	396	474	556	641
- Provision to replace toilet and basin	\$640	2048	25	51	105	161	220	282	347	415	487	562	642	725	812	904	1000	1101

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
FIRE PROTECTION SYSTEMS																		
- Provision to replace fire hose reels	\$1,000	2028	15	310	636	978	1357	129	264	406	555	712	876	1049	1230	1420	1620	1830
- Provision to replace portable fire extinguishers	\$300	2028	5	93	191	293	401	93	190	292	399	512	118	242	373	509	653	151
- Install/replace sensors/exit/emergency lighting	\$400	2026	2	237	485	261	535	288	590	317	650	350	717	385	790	425	871	468
- Provision to replace hydrant valve assemblies & seals	\$1,000	2048	25	80	163	251	344	440	542	649	761	879	1003	1132	1269	1412	1562	1720
ROOF																		
- Maintain roof ridge capping/tiles	\$6,750	2030	16	1463	2999	4612	6305	8083	9950	918	1882	2894	3957	5073	6245	7475	8767	10123
- Provision to replace guttering in 9 years - partial accrual	\$7,178	2029	2	1824	3739	5749	7860	10077	5419	11109	5975	12248	0	0	0	0	0	0
- Provision to replace down pipes in 9 years - partial accrual	\$2,600	2027	2	1050	2153	3311	1780	3650	1963	4024	2164	4437	0	0	0	0	0	0
STAIRWELL																		
- Maintain floor tiles	\$1,470	2028	3	456	935	1437	1965	722	1479	2275	836	1713	2634	967	1983	3049	1119	2295
SWIMMING POOL																		
- Provision for ongoing replacement of pool pumps	\$750	2027	3	303	621	955	351	719	1106	406	832	1280	470	964	1482	544	1115	1715
- Replace water chlorinator	\$1,380	2030	6	299	613	943	1289	1652	2034	401	822	1263	1727	2215	2726	537	1101	1693
- Maintain filter - replace sand	\$260	2025	3	300	110	226	348	128	261	402	148	303	466	171	350	539	0	0
- Replace pool filter	\$2,000	2028	15	620	1272	1956	2674	258	528	812	1110	1423	1752	2098	2460	2841	3240	3660
- Provision to refurbish pool surface	\$36,347	2039	15	3852	7896	12143	16602	21284	26200	31362	36782	42473	48449	54723	61312	68229	75492	83119
- Provision to replace pool fence	\$4,840	2028	30	1501	3078	4733	6471	421	863	1327	1814	2326	2863	3427	4020	4642	5295	5980
- Replace pool cover	\$1,800	2025	9	2079	292	600	922	1261	1616	1989	2381	2793	3225	454	930	1430	1956	2507
- Maintain pool concourse	\$2,145	2030	6	465	953	1466	2004	2569	3162	623	1277	1964	2685	3442	4237	835	1711	2631
- Replace pool cartridge filter	\$250	2026	3	148	303	111	228	351	129	264	406	149	306	470	173	354	544	0
- Provision to refurbish pool surface	\$36,347	2049	26	2837	5815	8943	12227	15675	19296	23097	27089	31280	35681	40302	45154	50248	55597	61214
TOTAL ACCRUALS				79827	121643	131808	131910	161191	205334	234941	298561	280000	345352	339109	335102	320022	302430	278094

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

REPORT INFORMATION

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

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

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

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

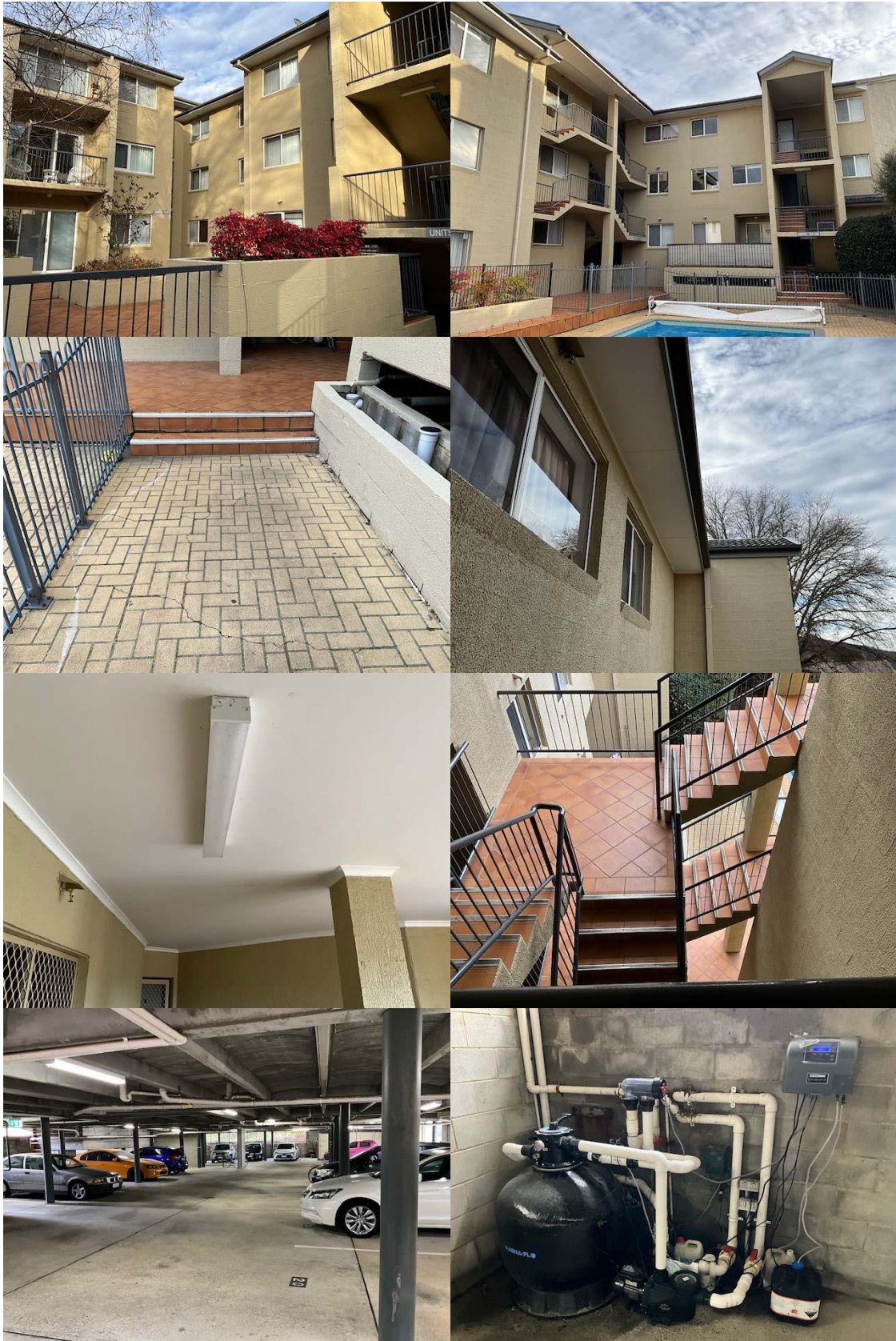
The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific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

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

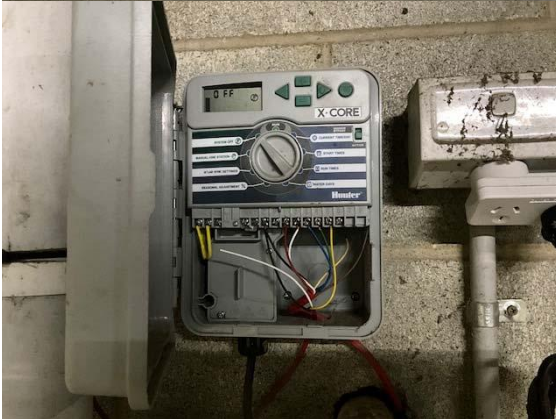
AREAS NOT INSPECTED

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









Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A. Details of reduced quorum decisions

A1	The Owners - Units Plan No	UP1706
A2	<p>General Meeting: Date (or dates) of general meeting at which the reduced quorum decision or decisions were made</p> <p style="text-align: right;">17/03/2026</p> <p><input checked="" type="checkbox"/> Regularly convened <input type="checkbox"/> Convened after adjournment</p> <p>The general meeting was regularly convened (not following any adjournment under UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3). The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).</p>	
A3	Reduced quorum decisions	If there is insufficient space below, tick <input checked="" type="checkbox"/> and attach details to the notice
	Date of decision	Full text of reduced quorum decision
	17/03/2026	See attached Minutes
	___ / ___ / ____	
A4	<p>Owners Corporation declaration</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p style="text-align: center;">26/03/2026 Date of affixing of seal</p> <p>Signature: </p> <p>Designation: Strata Manager</p> </div> <div style="width: 45%; text-align: center;">  </div> </div>	

Part B. Details of reduced quorum decisions

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

B2 When does a reduced quorum decision take effect?

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's date of effect) (UTMA s 3.11 (1), part 3.1, Schedule 3).
- However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3) – (5), part 3.1, Schedule 3).

B3 How may reduce quorum decisions be disallowed?

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

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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



**MINUTES OF THE 2026 ANNUAL GENERAL MEETING
UNITS PLAN 1706 - "BRUNDLE PLACE"
17 HELEMON STREET, BRADDON**

DATE HELD: Tuesday 17th March 2026 – 4.00pm

VENUE: Zoom Electronic Meeting

PRESENT: J Owusu (Lot 2), J Reynolds (Lot 16), V Muir (Lot 17), M Brown (Lot 18), K Wong (Lot 23), C Sirotych (Lot 26), M Mowday (Lot 33), L Woodhouse (lot 34).
V Vlachoulis representing Signature Strata

PROXIES: Nil

ABSENTEE VOTES: R Wynn (Lot 20) voting in favour of all motions

CHAIR: Mr K Wong noted as Chairperson

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

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

MINUTES

MOTION 1. *That the minutes of the previous annual general meeting held on 11 February 2025 are accepted.*

MOTION CARRIED

Matters arising from those minutes: Nil

INSURANCE

The Owners Corporation holds building insurance for all defined parts of the building as well as Public Liability insurance over the common property through Arthur J Gallagher as summarised below:

Insurer & Policy No:	S.C.I. / POL11083014
Renewal Date:	13 October 2026
Building Sum Insured:	\$20,738,025.00
Excesses:	\$2,000.00 basic \$5,000 water damage
Base Premium:	\$20,048.60
GST	\$2,027.20
Underwriting Agency Fee	\$223.64
Broker Fee	\$400.00
GST	\$40.00
Signature Strata Commission	\$1,092.78
Workers Compensation	N/A included with building policy

Signature Strata Commission	25% of the brokers commission Signature Strata no longer take any commissions on insurance. Commission paid is based on the current policy, with renewal prior to transition away from nett policies.
Last insurance valuation report:	18 April 2024
Please refer to attached Certificate of Currency for details of the sum insured limits	

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

MOTION CARRIED

MOTION 3. *That the Owners Corporation of UP1706 endorse continued Brokerage services through the existing broker, Arthur J Gallagher.*

MOTION CARRIED

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

MOTION CARRIED

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

MOTION CARRIED

INSURANCE CLAIMS

A list of past claims was included with the notice of meeting.

FINANCIALS

Financial reports for the period ending 31 December 2025 were audited by Kelly & Partners, with their report dated 9 January 2026 finding the financial reports to present fairly in all material aspects.

MOTION 6. *That the independent audit report prepared by Kelly & Partners for the period ending 31 December 2025 be accepted.*

MOTION CARRIED

SINKING FUND

The Owners Corporation of UP1706 obtained their Sinking Fund Forecast Report on 9 February 2026 to meet legislative requirements, and, pursuant to Section 85 of the Unit Titles (Management) Act 2011, the Sinking Fund Forecast will be renewed and updated prior to 9 February 2030. A copy of the Sinking Fund Forecast is available through the owners portal.

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

MOTION CARRIED

PHYSICAL BUILDING STRUCTURAL DEFECTS

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

BRUNDLE PLACE is outside of the Builders Warranty period and does not need to record building defects. All items will be covered in Maintenance Items.

MAINTENANCE ISSUES

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

NEW MAINTENANCE ISSUES

EV charging and solar panel feasibility study

The meeting discussed the progress on the EV charging & solar panel feasibility study. Depending on the outcome of the study the EC will inform the Owners Corporation and may organise a general meeting or include in next AGM to determine the next steps.

Flexi Hose Inspection (sinks, laundry, vanity, toilet, etc.)

The meeting acknowledged that due to the aging of the building, flexi hoses can fail causing water leaks that are usually expensive to repair and agreed to to organise a bulk inspection were individual units will be billed by plumber directly if they opt in.

Gutter repairs

Those present were informed of the inspection of the gutters and downpipes performed by Venture Plumbing and the provided report. It was agreed that the EC will proceed with the required repairs of the gutters and downpipes as identified in the report after assessing the quotes from Vanture Plumbing. Works can be accommodated from the Sinking Fund.

ONGOING MAINTENANCE ISSUES

Garbage dumping

Residents are encouraged to be mindful of their garbage disposal habits. There have been many occasions that the OC had to pay for removing garbage that was dumped outside the bins or on nature strips and for packaging materials that were not properly broken down and placed inside the recycling bins. The meeting agreed that in the case that a resident is identified improperly dumping garbage or recycling materials, the cost for their removal will be on charged to the respective unit.

It was agreed that the strata manager will organise a bulky waste collection for the next available date and send a notification to all residents.

Garage Door

The meeting discussed the ongoing problems with the garage door. It was noted that in the last year there have been many instances where the garage door has been tampered/manually opened causing the door to be stuck open. In all these cases the garage door maintenance company had to be called out to reset/realign the door, incurring unnecessary costs for the OC. It was noted that the manual override should only be used in case of a power outage and the garage door should under no circumstances be opened above the motor limit. It was agreed that in the case that a resident is identified improperly operating the garage door, the cost for rectification will be on charged to the respective unit.

Pedestrian gate - Helemon Street

Those present discussed the ongoing problems with the pedestrian gate on Helemon street. Class Locksmiths have constantly been trying to keep it operational and the EC is exploring options for a new closing mechanism that will ensure the gate is functional and opens/closes smoothly. Works can be accommodated from the Sinking Fund.

Pool cover

The meeting discussed the usage of the pool cover and noted it is currently secured in the open position, probably by the pool maintenance company. The strata manager will contact the maintenance company to request the pool cover is placed over the pool now that the swimming period is coming to an end.

Carpark works completed.

The meeting noted the works that were completed throughout the year.

- installation of bike racks
- sump pump and strip drain under stairs to pool,
- two drip trays on top of the car spaces for units 9 and 33.

Works were funded from the Sinking Fund in line with prior resolutions.

MAINTENANCE PLAN

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

MOTION 8. *That the Maintenance Plan be confirmed as adequate.*

MOTION CARRIED

FIRE SAFETY

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

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

AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

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

The following authorisations, Delegations and Appointments are in place.

- The Executive Committee are authorised to make determinations regarding investment of funds into interest bearing term deposits.
- The Executive Committee are authorised to make determinations regarding appointment of service contractors.

BUDGET DEBATE

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

MOTION 9. *That the proposed Administrative Fund Expenditure Budget of **\$137,835.00** (plus GST) for the period 1 January 2026 to 31 December 2026 be adopted.*

MOTION CARRIED

MOTION 10. *That the proposed Sinking Fund Expenditure Budget of **\$44,884.00** (plus GST) for the period 1 January 2026 to 31 December 2026 be adopted.*

MOTION CARRIED

MOTION 11. *That the Owners Corporation determines an Administrative Fund Levy Contribution of **\$132,835.00** (plus GST) for the twelve-month period, commencing 1 January 2026 and to be contributed in accordance with the unit entitlements, in three instalments, being due 1 June 2026, 1 September 2026 & 1 December 2026.*

MOTION CARRIED

MOTION 12. *That the Owners Corporation determines a Sinking Fund Levy Contribution of **\$60,000.00** (plus GST) for the twelve-month period, commencing 1 January 2026 and to be contributed in accordance with the unit entitlements, in three instalments, being due 1 June 2026, 1 September 2026 & 1 December 2026.*

MOTION CARRIED

Secretarial Note - Levy due dates for 2026 spreads levies over three (3) instalments.

STRATA MANAGEMENT AGENCY AGREEMENT

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

Signature Strata have made a business decision to transition away from receiving insurance commissions. As a result, our Management Fee structure has been adjusted.

MOTION 13. That the Owners Corporation of UP1706 agrees in accordance with Section 50 of the Unit Titles (Management) Act 2011, to the following:

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

MOTION CARRIED

EXECUTIVE COMMITTEE

MOTION 14. *That the Owners Corporation determine the number of members to form the Executive Committee until the next Annual General Meeting, with the appointment of those members to take place at this meeting.*

MOTION CARRIED

The Following owners were elected to form the Committee:

M Mowday – Unit 33, J Owusu – Unit 2, K Wong – Unit 23, C Sirotych – Unit 26 & M Brown (Lot 18).

GENERAL BUSINESS

Nil

GENERAL BUSINESS

There being no further business the meeting closed at 4:53pm

**MINUTES OF THE 2025 ANNUAL GENERAL MEETING
UNITS PLAN 1706 - "BRUNDLE PLACE"
17 HELEMON STREET, BRADDON**

DATE HELD: Tuesday 11th February 2025 – 6.00pm

VENUE: Zoom Electronic Meeting
Meeting ID: 814 5827 3187

PRESENT: J Owusu (Lot 2), J Reynolds (Lot 16), V Muir (Lot 17), K Wong (Lot 23), C Sirotich (Lot 26), C Gordyn (Lot 27).
Rachel Benton representing Signature Strata

PROXIES: Nil

ABSENTEE VOTES: M Brown (Lot 18) & M Mowday (Lot 33)

CHAIR: Mr K Wong noted as Chairperson

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

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

MINUTES

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

CARRIED

Matters Arising from the minutes: Nil

INSURANCE

The Owners Corporation holds building insurance for all defined parts of the building as well as Public Liability insurance over the common property, with Strata Community insurance through Arthur J Gallagher as follows:

Policy No:	POL11083014
Due date:	13 th October 2025
Building Sum Insured	19,750,500.00
Excesses:	\$2,000 \$5,000 for water damages
Base Premium:	\$18,149.05
Underwriting Agency Fee	\$220.00
Broker Fee:	\$250.00
Administration Fee:	\$60.00
GST	\$1,825.40
Signature Strata Commission	\$998.19
Workers Compensation	

Renewal Date	13 th October 2025
Base Premium	N/A. Included with building policy
Commission Schedule	25% of the brokers commission
Last insurance valuation report:	18 April 2024

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

MOTION 3: *That the Owners Corporation of UP1706 endorse continued brokerage services through the existing broker, Arthur J Gallagher.* **CARRIED**

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

INSURANCE CLAIMS

A list of past claims was included with the notice of meeting.

FINANCIALS

Financial reports for the period ending 31st December 2024 were audited by Kelly & Partners, with their report dated 17 January 2025 finding the financial reports to present fairly in all material aspects.

MOTION 5: *That the independent audit report prepared by Kelly Partners for the period ending 31 December 2024 be accepted.* **CARRIED**

SINKING FUND

The Sinking Fund Forecast was recently updated to include the installation of bike racks and garage door replacement that will be discussed later in this meeting.

MOTION 6: *That the Owners Corporation give consent for the Sinking Fund Forecast to be approved and accepted by the Executive Committee.* **CARRIED**

PHYSICAL BUILDING STRUCTURAL DEFECTS

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

Brundle Place is outside of the Builders Warranty period and does not need to record building defects. All items will be covered in Maintenance Items.

MAINTENANCE ISSUES

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

New maintenance items:

Nil

Ongoing maintenance items:

Front gate

Contract renewals:

Management Agreement with Signature Strata

Section 24 (1A) of the Unit Titles (Management) Act 2011 states that an Owners Corporation must prepare a maintenance plan containing matters prescribed by regulation (1B). The Maintenance Plan can be found on the owners portal.

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

CARRIED

FIRE SAFETY

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

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

The Managing Agent to follow up regarding the items listed as defects on their annual report.

AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

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

The following authorisations, delegations and appointments are in place:

- The Executive Committee are authorised to make determinations regarding investment of funds into interest bearing term deposits.
- The Executive committee are authorised to make determinations regarding appointment of service contractors.

BUDGET DEBATE

J Owusu (Lot 2) spoke to this agenda item and advised she is directly affected as her unit is above the garage door. Investigations have been carried out and they have advised that the noise from the door is above acceptable levels.

MOTION 8: *That the Owners Corporation of UP1706 authorise expenditure up to \$20,000 for the purpose of reducing garage door noise with the cost to be paid from the Sinking Fund.*

CARRIED

MOTION 9: *That the Owners Corporation of UP1706 authorise expenditure up to \$5,000 for the purpose of bike rack installation. The cost to be paid from the Sinking Fund.*

CARRIED

The Meeting was advised that the Committee had recently obtained a quote for the upgrade of the CCTV system as additional cameras can not be added due to the system being outdated. The quote was at a cost of \$8,713.77. The meeting approved this additional expenditure.

Administrative Fund

MOTION 10: *That the proposed Administrative Fund budget of \$134,944.09 (plus GST) for the period 1 January 2025 to 31 December 2025 be adopted.* **CARRIED**

Sinking Fund

MOTION 11: *That the proposed Sinking Fund Expenditure budget of \$70,905.00 (plus GST) for the period 1 January 2024 to 31 December 2025 be adopted.* **FAILED**

MOTION 11(i): *That the amended Sinking Fund Expenditure budget of \$79,618.77(plus GST) for the period 1 January 2024 to 31 December 2025 be adopted.* **CARRIED**

Levy Contribution

MOTION 12: *That the Owners Corporation determines an Administrative Fund Levy Contribution of \$134,944.09 (plus GST) for the twelve month period, commencing 1 January 2025, to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1 March, 1 June, 1 September and 1 December.* **CARRIED**

MOTION 13: *That the Owners Corporation determines a Sinking Fund Levy of \$64,979.00(plus GST) for the twelve month period, commencing 1 January 2025, to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1 March, 1 June, 1 September and 1 December.* **CARRIED**

STRATA MANAGEMENT AGENCY AGREEMENT

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

MOTION 14: *That the Owners Corporation agrees in accordance with Section 50 of the Unit Titles (Management) Act 2011, to the following:*

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

ELECTION OF COMMITTEE

MOTION 15: *That the Owners Corporation agree to appoint between 3 and 7 owners to form the Executive Committee until the next Annual General Meeting, with the appointment of those members to take place at this meeting.*

The Following owners were elected to form the Committee:

M Mowday – Unit 33

J Owusu – Unit 2

K Wong – Unit 23

C Sirotich – Unit 26

GENERAL BUSINESS

Nil

CLOSURE

There being no further business the meeting closed at 6.32pm

**MINUTES OF THE GENERAL MEETING OF THE
OWNERS OF UNITS PLAN 1706 "BRUNDLE PLACE"
17 HELEMON STREET, BRADDON, ACT, 2612**

DATE: Thursday 25th September 2025 at 4.00 pm

VENUE: Zoom Online Meeting

PRESENT: Unit 3 – C Van Beelen
Unit 33 – M Mowday
Signature Strata – V Vlachoulis

PROXY VOTES: Nil

ABSENTEE VOTES: Unit 17 – V Muir - voting in favour of all motions
Unit 20 – R Wynn - voting in favour of all motions
Unit 23 – K Wong - voting in favour of all motions
Unit 26 – C Sirotych - voting in favour of all motions

CHAIRPERSON: Unit 33 – M Mowday

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

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

MINUTES

MOTION 1: *That the minutes of the previous annual general meeting held on 11th February 2025 are accepted.*

CARRIED

INSURANCE CLAIMS

There are no open insurance claims on the policy at the time of this meeting.

MAINTENANCE ISSUES

No maintenance items have been raised during the meeting.

PLUMBING WORKS ACCEPTANCE

Due to reports of water pooling in the basement, from a leak on the southern end wall facing the pool, the Executive Committee have been reviewing possible options with Venture Plumbing. The current proposal is to install a sump pump & strip drain in the basement, to remove the water that collects under the stairs. This will be undertaken as a once off project and will be financed from the existing Sinking Fund.

There have also been a couple of identified leaks on top of the car spaces of units 9 & 33, that need to be addressed to prevent damage to the parked cars. The proposed solution by Venture Plumbing is to install drip trays to catch and redirect the water away from the cars.

Acceptance of Expenditure

MOTION 2: *That the Owners Corporation of UP 1706 authorise expenditure up to \$28,000 for the installation of a sump pump & strip drain in the basement and two drip trays on top of the car spaces for units 9 & 33, with funds to be used from the existing Sinking Fund.*

CARRIED

MOTION 3: That the updated Sinking Fund Expenditure Budget of \$90,243.00 (including GST) for the period 1 January 2025 to 31 December 2025 be adopted.

CARRIED

GENERAL BUSINESS

Nil

CLOSURE

There being no further business the meeting closed at 4.31 pm

Swimming Pool Disclosure Statement for a Regulated Swimming Pool

Location of regulated swimming pool	Unit Plan 1706 17 Helemon St Braddon ACT 2612
Date the premises was purchased	N/A
Date of construction of the premises where the regulated swimming pool is located	16/10/1998
Was the swimming pool built or installed at the same time as the premises?	yes
If no, do you know when the swimming pool was built or installed?	N/A
Was building approval issued at any time for the swimming pool or swimming pool area? If yes, please provide details of the building approval	Yes - approval issued when units plan was approved and registered on 16/10/1998
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

Australian Capital Territory

Building (Obligations on owners of premises with a regulated swimming pool) Guidance Material 2024

Notifiable instrument NI2024–215

made under the

Building Act 2004, s 83H (Guidance about obligations on owners)

1 Name of instrument

This instrument is the *Building ((Obligations on owners of premises with a regulated swimming pool) Guidance Material 2024)*.

2 Commencement

This instrument commences on 1 May 2024.

3 Guidelines

I make the guidance material about the obligations for owners of premises on which a regulated swimming pool is located at schedule 1.

Rebecca Vassarotti MLA
Minister for Sustainable Building and Construction
29 April 2024

Schedule 1

(see s 3)

Pool owner guidance material

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

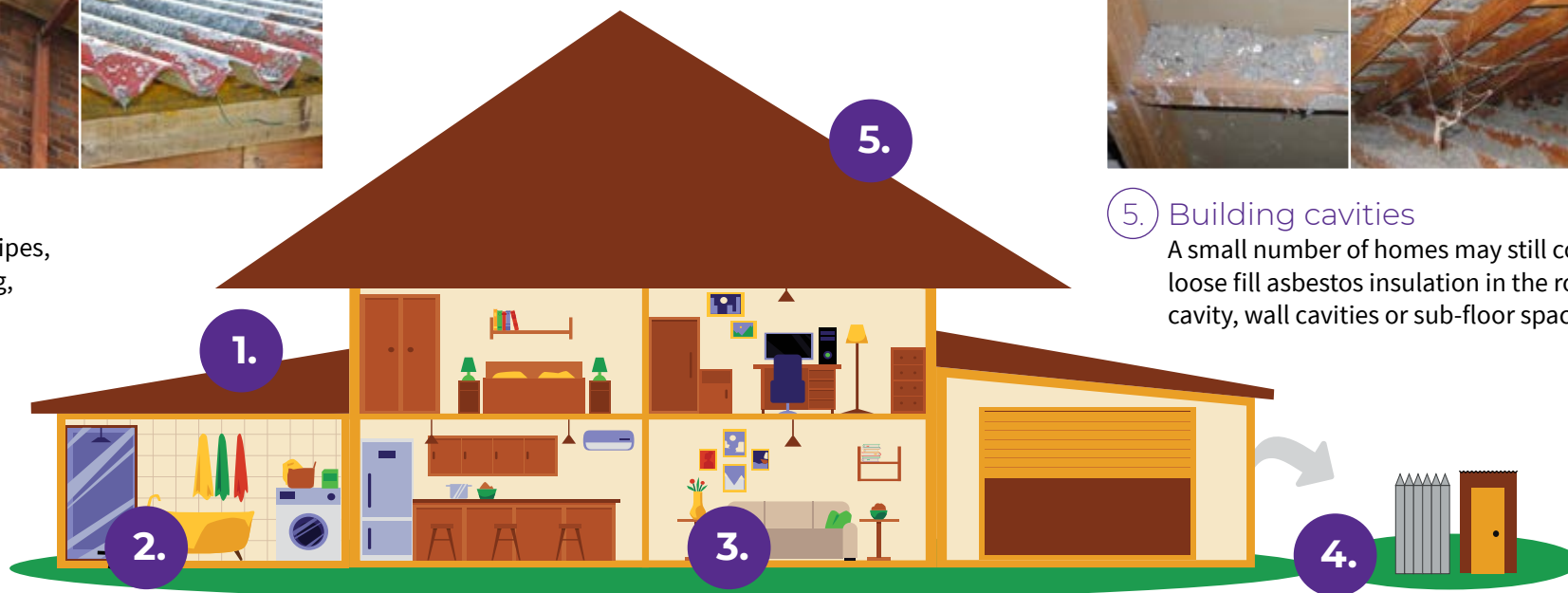
For more information on the reforms and what they mean for you and your pool, including disclosure obligations on sale or lease of your property, visit the [Home Swimming Pool Safety Reforms](https://www.planning.act.gov.au/projects-priorities/home-swimming-pool-safety-reforms) webpage on the ACT Government planning website: <https://www.planning.act.gov.au/projects-priorities/home-swimming-pool-safety-reforms>

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.

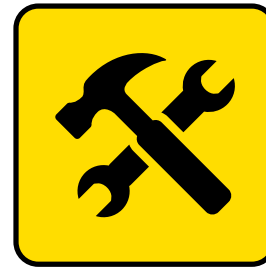
Asbestos materials become dangerous when:



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.



MR NICHOLAS H READ
10 CURTIN AVENUE
WAHROONGA NSW 2076

Our reference: 7171367587057

Phone: **13 28 66**

26 June 2026

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello NICHOLAS,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411213640540
Vendor name	NICHOLAS HOWARD READ
Clearance Certificate Period	26 June 2026 to 28 June 2027

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,

Ben Kelly

Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00 am and 5:00 pm Australian Eastern Standard time, Monday to Friday.