

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		50	1738	18	14	Griffith
		and known as 156/11 Giles Street, Griffith				
Seller	Full name	Veramaur Pty Limited as trustee for Bell Family Trust				
	ACN/ABN	005 508 387				
	Address	25 Kingfisher Circuit, Eden, NSW 2551				
Seller Solicitor	Firm	Emma Brown Legal				
	Email	kylie@eblegal.com.au				
	Phone	02 8488 0828	Ref KH:WM:226/0430 Kylie Harris			
	DX/Address	GPO Box 693, CANBERRA ACT 2601				
Stakeholder	Name	Hive Property (act) Pty Ltd				
Seller Agent	Firm	Hive Properties				
	Email	bree@hiveproperty.co				
	Phone	6182 1802	Ref Bree Prince			
	DX/Address	Level 1, 4 Campion Street, Deakin, ACT 2600				
Restriction on Transfer	Mark as applicable	☒ Nil ☐ section 370 ☐ section 280 ☐ section 306 ☐ section 351				
Land Rent	Mark one	☒ Non-Land Rent Lease ☐ Land Rent Lease				
Occupancy	Mark one	☒ Vacant possession ☐ Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	Fixed floor coverings, light fittings, window treatments				
Date for Registration of Units Plan						
Date for Completion On or before 30 days from the date of this Contract						
Electronic Transaction? ☐ No ☒ Yes, using Nominated ELN:						
Land Tax to be adjusted? ☐ No ☒ Yes						
Residential Withholding Tax	New residential premises?		☒ No ☐ Yes			
	Potential residential land?		☒ No ☐ Yes			
	Buyer required to make a withholding payment?		☒ No ☐ Yes		(insert details on p.3)	
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		☐ No ☐ Yes			
	Clearance Certificates attached for all the Sellers?		☐ No ☐ Yes			

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

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

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- ☐ Proposed plan
- ☐ Inclusions list

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

- ☐ Inclusions list
- ☐ Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

Invoices

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

Asbestos

- ☐ Asbestos Advice
- ☐ Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	0% per annum
Interest rate if the defaulting party is the Buyer	10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$ 550.00 (GST inclusive)

Tenancy Summary

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

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

Name		Phone	
Address			

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

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 50 UP No. 1738
Block 18 Section 14 Griffith

Emma Brown Legal

SPECIAL CONDITIONS

1. **Contract pages**

The ACT Law Society Contract Pages are amended as follows:

- 1.1. In clause 2.3 the words “in cash (up to \$3,000)” is deleted and “by electronic transfer” is added in its place;
- 1.2. In clause 2.6 the words “or in cash (up to \$200.00)” is deleted;
- 1.3. In clause 5.3 “no later than 14 days before the Date for Completion” is deleted and replaced with “at Completion”
- 1.4. In clause 8.4 the words “Buyer Solicitor” are deleted and replaced with “Seller Solicitor”;
- 1.5. On page 2, the words “party not at fault” are deleted and replaced with “Seller”.
- 1.6. Add clause 26.4 as follows-
“by sending via email to the Buyer or the Buyer’s solicitor. The email is considered received at the time it was sent by the sending party. If sent after 5:00 PM, the email is to be considered received at 9:00 AM on the next business day.”;

2. **Inconsistency**

In the event of any inconsistency between the ACT Law Society Contract Pages and these Special conditions, the Special conditions will prevail to the extent of the inconsistency.

3. **Condition of Property**

Buyer accepts the property, including all improvements, fixtures, fittings and inclusions in its present condition and state of repair as at the date of this contract. Buyer must not make any requisition, objection, claim for compensation and the Seller will not be required to carry out any repairs to the property after the date of this contract.

4. **Reliance on own enquiries and warranty**

This contract contains the entire agreement between the Buyer and the Seller. The Buyer warrants that they have relied entirely on their own investigations and enquiries into the property while entering this contract.

5. **Keys**

The Seller will supply all keys for the subject premises in the possession of the Seller. The Buyer must not delay completion, make any objection, requisition or claim for compensation whatsoever in relation to keys.

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6. Agent warranty and indemnity

The Buyer:

- 6.1. Warrants that they were not introduced to either the Seller or the Property by way of any Real estate agent other than the Seller's agent as listed in the contract;
 - 6.2. Agrees to indemnify and keep indemnified the Sellers against all claims for commission, costs or damages resulting from a breach of this warranty.
- Clause 6 will not merge at completion

7. Adjustments

If settlement is not completed on or before the Date of Completion as noted in the Schedule due to delay or default caused by the Buyer:

- 7.1. The Buyer will be liable for all land charges including but not limited to general rates, water rates, body corporate levies and land tax from the date of completion as per the schedule notwithstanding anything in Clause 8 of the ACT Law Society Contract pages;
- 7.2. The Seller will be entitled to all Income in relation to the subject premises up to and including the date of completion.
- 7.3. In the event of an error or omission in relation to the adjustments, the parties agree to adjust any amount owed between themselves after completion. This clause shall not merge at completion.

8. Variations

This contract may be varied by agreement in writing between the Parties.

9. Waiver of rights

A delay in exercise of any right conferred by this contract does not waive the right.

10. Execution

This contract may be executed in the following manner:

- 11.1 Wet ink signature;
- 11.2 Copy of wet ink signature;
- 11.3 Electronic signature;
- 11.4 Docusign.

11. DEPOSIT BOND

- 11.1. For the purposes of this contract the word bond will be taken to mean an unconditional bond or deposit guarantee issued by a bond provider based in Australia on terms that are in accordance and satisfactory to the Seller. The Seller will have complete discretion in relation to all matters in clause 12;
- 11.2. Subject to the provisions of 12.3 and 12.4 below, the provision of the bond at or prior to the making of this contract, to the stakeholder shall, to the extent of the amount guaranteed in the bond, be deemed for the purposes of this contract to be the payment of the deposit as required by this contract;
- 11.3. Upon completion of this contract the Buyer must pay to the Seller, in cash or by unendorsed Bank Cheque, the amount stipulated on the bond if the contract has not provided that the deposit be accounted for, to the Seller, at any other time;

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- 11.4. If the Seller serves on the Buyer a notice in writing claiming to forfeit the deposit, then the Buyer must immediately pay the deposit (or so much of it as has not been already paid by the bond) to the stakeholder;
- 11.5. The Seller acknowledges that payments by bond under the Guarantee shall, to the extent of the amount paid, be in satisfaction of the Buyer's obligations to pay the deposit under 12.4;
- 11.6. If the Contract is not completed before the expiration of the term of the Guarantee, the Buyer must produce to the Seller, no later than seven (7) days before the expiration date, a new Replacement Guarantee valid for a period that is acceptable to the Seller. The obligation of the Buyer to produce the replacement Guarantee and the time for production of the replacement Guarantee shall be of essence of this contract and, if the Purchaser fails to comply with such obligations, the Seller may terminate this Contract and Clause 19 shall apply as if the Buyer had failed to pay the deposit; and
- 11.7. If the bond is placed under external administration of any nature prior to the competition date, the Buyer must, within 24 hours, secure the Deposit referred to in the contract to the Seller by one of the following methods:
 - 11.7.1. Providing a replacement Guarantee by another Guarantee provider acceptable to the Seller; or
 - 11.7.2. Payment of the Deposit by other means acceptable to the Seller in accordance with Clause 2.

Special Condition 12 is for the benefit of the Seller and the performance of the obligations of the Buyer are an essential condition of this Contract of Sale.

12. Corporate Buyer

If the Buyer is a corporation, all officeholders of that corporation must guarantee that corporation's performance of its obligations under this contract in the form attached as Annexure A.

13. Rental adjustment

Irrespective of anything in the contract, all rental adjustments at settlement must be made on the basis of the net rent received by the Seller. For avoidance of doubt any management agent fee is to be deducted from the rent for the purposes of rental adjustment.

Annexure: A

Director's Guarantee

I/We, (name of
Director/s).....

of (address).....

.....agree as follows:

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

Dated this day of

Signed by: In the presence of

Signature of witness

Signature

Full name of Witness

Capacity

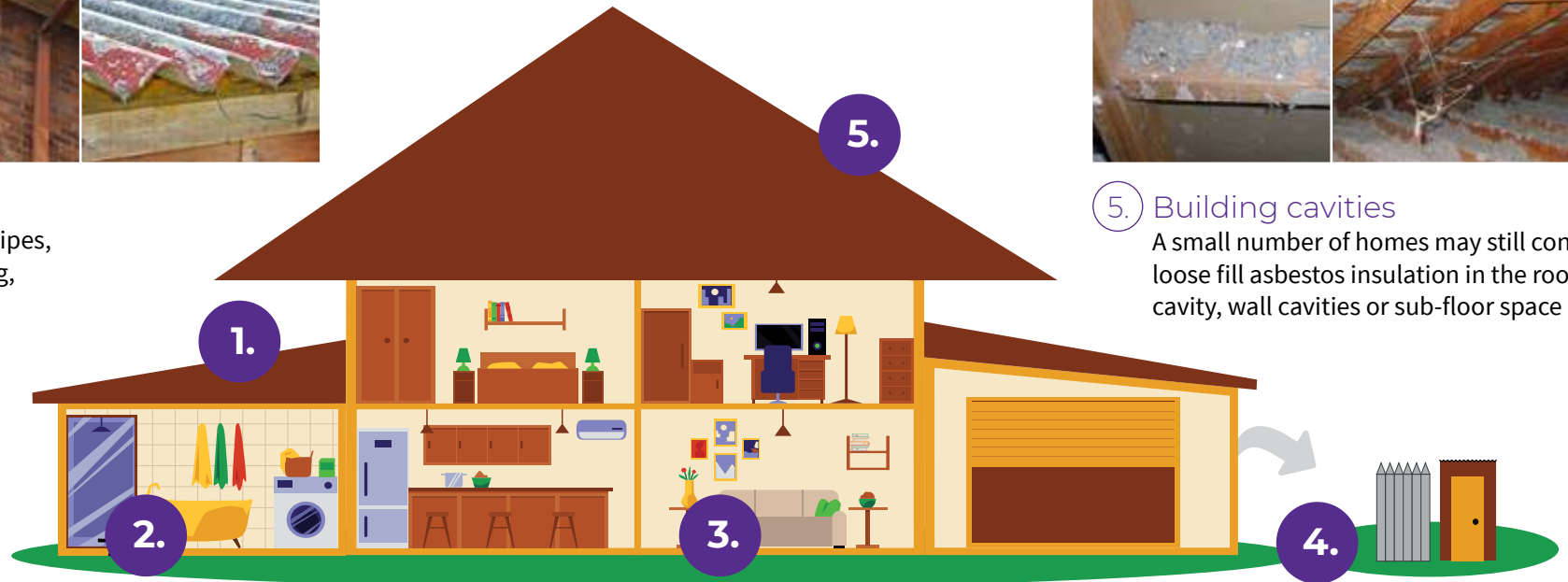
NOTE: All directors of the Buyer are to sign this guarantee. If the Buyer is a sole director company please write " Sole Director" after that Director's signature.

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.

Volume 1554 Folio 80 Edition 5

AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH

LAND

Griffith Section 14 Block 18 on Deposited Plan 7656 with 52 units on Unit Plan 1738

Unit 50 (Class A) entitlement 1562 of 100000, 2 subsidiaries

Lease commenced on 20/05/1999, terminating on 30/11/2096

Proprietor

Veramaur Pty Limited

Address not available

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

End of interests

Volume 1554 Folio 30 Edition 2

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Griffith Section 14 Block 18 on Deposited Plan 7656 with 52 units on Unit Plan 1738

Lease commenced on 20/05/1999, terminating on 30/11/2096

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 1738

Bright & Duggan (ACT) Pty Ltd, PO Box 281 Crows Nest NSW 1585

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
18/04/2017	2085192	Application to Note Special Resolution - Refer Instrument

End of interests


ACT
Government

Justice and Community Safety

OFFICE OF R
ACT Justice and Commur

SR\$2085192

12/04/2017 10:53:51 BUTTJ

2085192

SPECIAL RESOLUTION BY OWNERS CORPORATION

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
INDEPENDENT STRATA MANAGEMENT PTY LTD	GPO BOX 1539, CANBERRA CITY 2601	6209 1515

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1554:30	GRIFFITH	14	18	1738

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

Add Additional Rule 13

SUPPORTING DOCUMENTATION

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

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

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)

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

Signature <i>Georgina Newhouse</i>	Signature <i>G Jones</i>
Full Name (Block Letters) GEORGINA NEWHOUSE	Full Name (Block Letters) GERALDINE JONES
Address 91 NORTHBOURNE AVENUE, TURNER	Address 91 NORTHBOURNE AVENUE, TURNER
Office Held ADMINISTRATION SUPPORT ASSOCIATE	Office Held ADMINISTRATION MANAGER

OFFICE USE ONLY

Lodged by <i>AB</i>	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by <i>AB</i>		
Registered by <i>AB</i>	Registration Date	18 APR 2017

**MINUTES OF ANNUAL GENERAL MEETING
UNITS PLAN 1738 – “MEDINA CLASSIC”
11 GILES STREET, GRIFFITH**

Held: On Tuesday 1 December 2015 at 6.05 p.m.

At: Medina Classic, 11 Giles Street,
Griffith ACT 2603

Present: Mr A Visentin
Mr R Hunt
Mrs L Humphreys
Mr G Clark
Mr R Spry
Mr F Nesci
Mr A & Mrs D Rimington
Ms M Vitali
Mr P and Mrs E Pfitzner
Mr J Fox
Ms F Bowden
Mrs M Slack-Smith
Ms M Slack-Smith
Mr A Underwood
Mr A Hansell (Johma Pty Ltd)
Mr D Barker
Mrs E Shaw
Mr R and Ms B Banvill
Mr P Andrew
Mr W Farmer
Mrs E Pfitzner



Unit 2
Units 4 and 23
Unit 6
Unit 9
Unit 10
Unit 11
Unit 13
Unit 14
Units 17 & 52
Unit 18
Unit 21
Unit 24
Unit 25
Unit 26
Unit 28
Unit 30
Unit 43
Unit 45
Unit 46
Unit 48
Unit 52

Mr M Lim – Hotel Manager

Mr E Fortini and Ms E Waterman – representing TFE Hotels

Ms A Mawby and Ms L Upton – representing Independent Strata Management

MEETING FORMLITIES

Chair: Mr R Hunt was elected chairperson for the meeting.

Moved: David Barker

Seconded: Jim Fox
CARRIED UNOPPOSED

Mr Hunt delivered the Chairmans report to update owners on matters affecting the Units Plan and introduced the representatives from TFE Hotels, Ms Emma Waterman and Mr Emilio Fortini.

Note: *A copy of the report is attached, and includes added comments reflecting discussions occurring during and after the delivery of the report.*



Proxies: Mr N Chotiner
Mr K O'Brein
Mr L Douglas

Unit 40
Unit 41
Unit 51

Absentees: Mr B Timbrell

Unit 31

MINUTES

MOTION 1: *It was resolved that the Minutes of the previous Annual General Meeting be confirmed as a true and accurate record of the proceedings of the meeting.*

Moved: Mr D Barker

Seconded: Mr J Fox
CARRIED - UNOPPOSED

Matters arising from Minutes

None.

OPENING DISCUSSION

The meeting discussed present status of the TFE Hotel Agreement and learned that the delay in completing and executing agreements had resulted in an expected increase in the cost of units refurbishments. Mr Fortini confirmed that, despite clause 5.2.7 of the agreement with individual owners, any cost overruns resulting from the delay would be met by TFE Hotels.

Note to minutes: Subsequent written response provided by TFE Hotels regarding refurbishment costs: *"MPS has committed to maintaining the owner contribution to the refurbishment to a level as close as originally proposed, and has scoped the works to that effect. Unfortunately we cannot confirm that any potential and unlikely overruns will be covered by MPS"*

The meeting discussed the levy payment arrangements for the next financial year. The meeting was advised that, for owners remaining within the Medina scheme, TFE Hotels would pay the administration fund portion of the levy directly to the Strata Manager. The sinking fund portion of the levy will remain the unit owner's responsibility to pay to the Strata Manager. Mr Fortini gave an undertaking that TFE levy payments will be made on or before the due date each quarter, so avoiding accumulation of any interest charges. Interest charges will be applied those owners for any late payment of the sinking fund component of their levies. Unit owners not participating in the Medina scheme will continue to be responsible for payment of their total levy due each quarter.

INSURANCE

The Owners Corporation holds insurance cover with AIG Australia as follows:

Insurer – AIG Australia

Policy No: 199285/199286
Building replacement

Due date - 31/03/2016
\$19,255 775

Insurer – CGU Insurance Limited

Policy No. 10M6600310
Public liability

Due date – 31/06/2016
\$20,000,000

Insurer – Strata Unit Underwriters

Policy No. 06S25009988
Office Bearers Liability
Workers Compensation

Due date – 31/06/2016
\$5,000,000
In accordance with the Act

Excess

\$5,000

MOTION 2: *It was resolved that the Owners Corporation authorises the Strata Manager to adjust, if appropriate, and in consultation with the Executive Committee, the building insurance.*

Moved: Mr D Barker

Seconded: Mr T Visentin
CARRIED UNOPPOSED

MOTION 3: *It was resolved, for the purpose of resolution 2, that the Owners Corporation authorises the Strata Manager to obtain a new insurance valuation for the building.*

Moved: Mr T Visentin

Seconded: Ms F Bowden
CARRIED UNOPPOSED

Note: *Unit owners were reminded of the general rule that it is their responsibility to take out their own insurance cover for contents (including carpet, internal paintwork, furnishings and fittings) and public liability for events within their unit. Insurance cover held by the Owners Corporation only applies to the building structure (including permanent unit fixtures) and common property.*

The meeting discussed insurance needs of unit owners who commit to the TFE Hotel agreement, and the following information has been proved by TFE Hotels:

- 1) *"FF&E: the new FF&E that will be installed in a unit as part of the refurb will belong to the unit owner, but the existing items that remain in the unit after the refurb will remain the property of Medina Property Services (MPS)*
- 2) *Those owners will not need to take out public liability insurance for their units. MPS will obtain that category of insurance for the units*
- 3) *Those owners will not need to obtain contents insurance for their newly acquired FF&E. MPS will obtain that category of insurance for the units*

COMMON PROPERTY AGREEMENT

MOTION 4: *It was resolved that:*

- (a) *the Common Property Agreement between the Owners Corporation and Medina Property Services Pty Ltd, to commence on 16 December 2015; and*
 - (b) *in particular, clause 3.1 (rights and powers of operator) of the Agreement;*
- is agreed to.*

Moved: Mr T Visentin

Seconded: Ms L Humphries
CARRIED – UNOPPOSED

HOUSE RULES

MOTION 5: *It was resolved that the Owners Corporation adopts the House Rules set out in Attachment C of the Annual General Meeting Notice, and authorises the Strata Manager to register such rules in accordance with section 108 of the Unit Titles (Management) Act 2011.*

Note: The meeting took note that the House Rules, although permanent in nature, are always subject to possible amendment and addition at subsequent general meetings of the owners corporation.

Moved: Mr A Rimington



Seconded: Ms B Banvill
CARRIED - UNOPPOSED

FINANCIAL REPORT

MOTION 6: *It was resolved that the financial statements be accepted as presented.*

Moved: Ms F Bowden

Seconded: Mr J Fox
CARRIED – UNOPPOSED

SINKING FUND PLAN

Mr Hunt advised that the incoming Executive Committee would review the existing Sinking Fund Plan to better reflect the current needs of the owners corporation, and provide a review to the next Annual General Meeting. It was noted that the next Sinking Fund Plan is formally required by 2018.

It was further noted there are several major Capital Expenditure items that require attention and that Owners should give consideration to need to the desirability to increase the current level of Sinking Fund contributions in order to meet this expenditure.

Note: See motion recorded in General Business.

BUDGET DEBATE

Administrative Fund

MOTION 7: *It was resolved that the proposed Administrative Fund budget of \$220 000.00 (excl. GST) be adopted.*

Moved: Mr T Visentin

Seconded: Ms F Bowden
CARRIED - UNOPPOSED

Sinking Fund

MOTION 8: *It was resolved that the proposed Sinking Fund budget of \$97 500.00 (excl. GST) be adopted.*

Moved: Mr T Visentin

Seconded: Ms L Humphries
CARRIED - UNOPPOSED

Administrative and Sinking Fund Levy Contribution

MOTION 9: *It was resolved that the corporation determine a levy equal to the approved budget for the twelve month period commencing November 2015, to be contributed to in accordance with unit entitlements at quarterly intervals, being 1 January, 1 April, 1 July and 1 October 2016.*

Moved: Mr T Visentin

Seconded: Ms F Bowden
CARRIED - UNOPPOSED

Note: Levy payments are now due quarterly rather than bi-annually.

CONTRACTOR COMPLIANCE

MOTION 10: *It was resolved that the services of a contractor compliance company be engaged to audit contractors to ensure compliance with insurance and licencing requirements, at a cost of \$75.00 (inc GST) to be charged to the Administrative Fund, and that any such previous arrangements be now terminated.*

Moved: Mr T Visentin

Seconded: Mr A Underwood
CARRIED - UNOPPOSED





ELECTION OF COMMITTEE

MOTION 11A: *It was resolved that the Owners Corporation agree to appoint the 5 nominating Owners to form the Executive Committee until the next Annual General Meeting.*

Moved: Ms F Bowden

Seconded: Ms E Pfitzner
CARRIED – UNOPPOSED

MOTION 11B: *It was resolved that the following owners are elected to be Executive Committee Members until the next Annual General Meeting:
Mr R Hunt, Mr A Underwood, Mr G Glark, Mr D Barker and Mr A Visentin.*

Moved: Ms F Bowden

Seconded: Ms E Pfitzner
CARRIED – UNOPPOSED

Note: Formal positions within the Executive Committee will be decided at the first Executive Committee Meeting.

Date: TBA

GENERAL BUSINESS

For Sale Signage

The meeting discussed the abundance of "for sale signage" outside the complex. The Manager advised that as the signage is not on Common Property we have no authority to demand the signage be removed or modified. Owners are requested to have their agents remove any such signage as soon as possible once the unit has been sold. In the event that a real estate agency has more than one property listed, we could request they set up just one sign if possible. Any owner objecting to the signage should contact Access Canberra to discuss.

Pet Applications

A potential new owner has requested (and a potential new tenant might) information as to whether or not pets are permitted to reside with their owner. Previously, due to the nature of the complex, this situation has not arisen (guests of the Hotel are not permitted to bring in pets).

The manager advised that the UT(M)A 2011 states that no pet can be kept in a unit or on the common property except with the consent of the owners corporation, but also provides that consent must not be unreasonably withheld.

A unit owner or tenant (with the owner's consent) wishing to house a pet in the building must submit an application to the Executive Committee, and obtain its written permission, prior to the animal residing within the building. The Strata Manager can supply an application form that clearly outlines the following:

- application process;
- information required before a request will be considered;
- any conditions that might attach to an approval.

Should a condition of approval not be adhered to, it is open to the owners corporation to require that the pet be removed.

MOTION FROM THE FLOOR

MOTION 12 *It was moved, and resolved, that the Executive Committee should propose an increased sinking fund levy at the annual general meeting for 2016. The meeting was agreed that long-awaited attention to significant capital works should be given the opportunity to be accelerated.*

CARRIED – UNOPPOSED

There being no further business the meeting closed at 7.30 p.m.

Default Rules for Units Plan 1738

[Attachment A]

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 the express permission of the Owners 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).

Note An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see Legislation Act, s 126 and s 132).

(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

- (1) For the attaching of the seal of the Owners Corporation to a document to be effective—
 - (a) the seal must be attached by decision of the Executive Committee; and
Note - Executive Committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the Committee (see Unit Titles Act 2001, s 88).
 - (b) the seal must be attached in the presence of two (2) Executive members; and
 - (c) the Executive members witnessing the attaching of the seal must sign the document as witnesses.
- (2) Managing agent may affix seal -
 - (a) The common seal may be affixed to reduced quorum meeting notices and certificates under Section 119 of the Act by the managing agent of the Owners Corporation without following the procedure in Rule 11.1

12 Recovery of Legal Fees

- (1) If an Owners 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 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, without a majority vote from a Special General Meeting.

13 House Rules

Please see the attached



House Rules — Units Plan 1738 — Medina Classic

11 Giles St, Griffith, ACT

Facilitation of Management

1. Use of Common Property

- 1.1 The owners of the units plan grant to the service contractor appointed to manage the units plan premises (at the commencement of this rule, Medina Property Services Pty Ltd) such use of the common property as is properly required for the purpose of managing the maintenance of the premises and a serviced apartments business.
- 1.2 To ensure amenity of the premises for all residents and guests, owners of the units plan grant to the service contractor the power to regulate use of common property spaces and facilities (for example, the swimming pools).
- 1.3 For the purpose of facilitating effective management of the premises and the supply of services necessary or otherwise beneficial to occupants of the premises, owners of the units plan grant to the service contractor the right to erect or install in, or to paint or inscribe upon or affix to, any part of the common property, a sign, placard, awning, canopy, antenna or aerial, in such instance following consultation with the executive committee.

2. Signage

Signage of any kind, and in particular, real estate signage, must not be displayed by an owner or an agent of the owner on any external surface of the premises or in any other part of the common property, except as permitted by these rules, special privilege or consent of the executive committee.

3. Use of Common Seal

Rule 11 of the Default Rules under the Unit Titles (Management) Act 2011 is amended by the addition of the following subrule:

- (2) Additionally, the affixing of the common seal is effective if performed alone by the service contractor providing strata management services for any of the following purposes:
 - (a) giving notice of a reduced quorum general meeting of the owners corporation;
 - (b) registration of the corporation's House Rules, and any amendment of the Rules;
 - (c) authentication of any document of the corporation that requires registration with any government authority;
 - (d) giving certification under section 119 of the Unit Titles (Management) Act 2011.





REFERENCE MARKS

- ⊙ Denotes G.P. on road 1.83 m usually from T.P.
- ⊙ C.B. 1.83 m
- ⊙ FLAGSTONE MARK
- ⊙ DEEP IRON ROD
- ⊙ IRON PIN KEYS

(except as otherwise shown)

NOTE

All measurements are 2.5 metres wide (if except as otherwise shown)

Asimuth: A-B (Strom)

Field Books

ALLAN JEFFREY MAIR, of CANBERRA
a person registered under the Survey Ordinance, 1967, hereby certify
that the survey represented on the plan is a true and correct survey
made by me or under my direction in accordance with the Survey Practice
Book No. 1 of 1967 and was completed on 22nd SEPTEMBER 1988
Signed, at
Canberra, on 22nd SEPTEMBER 1988
Surveyor General

PLAN OF
BLOCK 18 SECTION 14
BEING A CONSOLIDATION OF BLOCKS 7, 8 & 9
DIVISION: GRIFFITH
DISTRICT: CANBERRA CENTRAL
AUSTRALIAN CAPITAL TERRITORY
S.D.A. F.1. 500
5 10 20 30 40 METRES

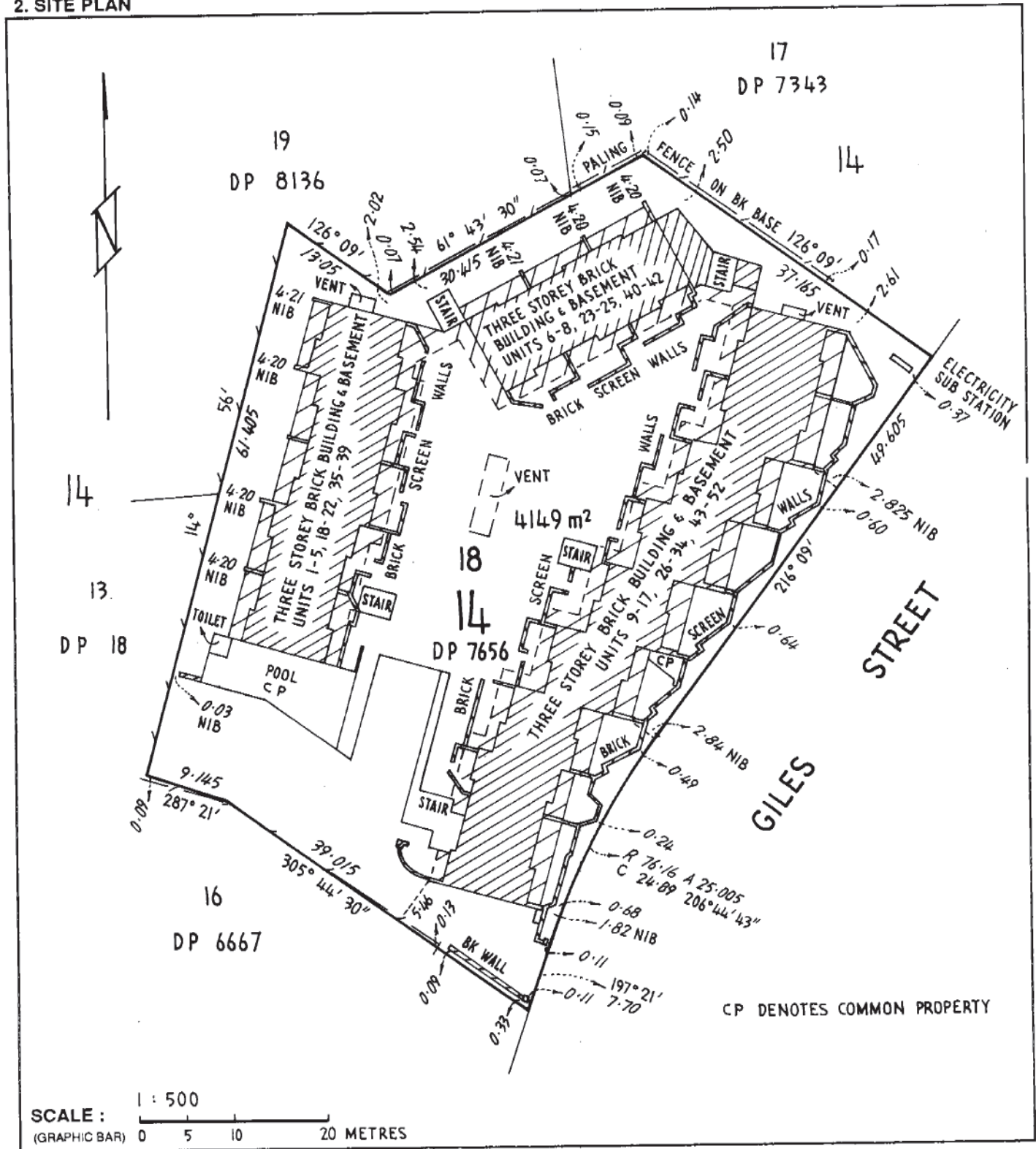
Deposited in the office of the Surveyor General of the Australian Capital Territory on the 22nd day of SEPTEMBER 1988
by the Surveyor General
Approved: [Signature]
DEPOSITED PLAN
7656
AMENDS DP 18

UNITS PLAN No 1738...

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
GRIFFITH	14	18

2. SITE PLAN



3. EXECUTION

BRIDGESTAR PTY LTD Allen Ralph Robinson 111422 BRIDGESTAR PTY LTD Applicant	<i>James Sawkins</i> 1-4-'98 Registered Surveyor	<i>Maria Saad</i> Maria Saad Delegate of the Minister
--	---	--

UP 16370

FORM 1

**AUSTRALIAN CAPITAL TERRITORY
LAND TITLES (UNIT TITLES) ACT 1970**

SHEET No. 2 OF 32 SHEETS

SURVEYOR'S DECLARATION

1. LANDUNITS PLAN NO. 1738

DISTRICT/DIVISION	SECTION	BLOCK	VOL:FOL	DEPOSITED PLAN NO.
GRIFFITH	14	18	<u>1525:25</u> 1151 25	7656

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

C/- CLAYTON UTZ (Ref: PLC) LEVEL 9 CANBERRA HOUSE, 40 MARCUS CLARKE STREET
GPO BOX 240 CANBERRA ACT 2601

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

3. SURVEYOR'S DECLARATION

I, JAMES WILBUR SAWKINS of JR VAUGHAN, BURTON & ASSOCIATES PTY LIMITED
of 53 COLBEE COURT, PHILLIP ACT 2606

a surveyor registered under the Surveyor's Act 1967, hereby certify that -

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

on 1 April 1998

2. the said survey is in accordance with the following Acts -

- (a) Unit Titles Act 1970;
(b) Land Titles (Unit Titles) Act 1970;
(c) Land Titles Act 1925;

and any regulations made under those Acts, and is in accordance with the Survey Practice Directions ~~4005~~ 1996

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

OR

- ~~3. (a) all units and unit subsidiaries shown in the diagrams are wholly within the parcel;
(b) the diagram clearly indicates the existence, nature and extent of any encroachment by a building (including any material attached to it), beyond the boundaries of the parcel; and
(c) the diagram clearly indicate the existence, nature and extent of any easement granted and registered, or to be granted and registered upon registration of this proposed plan, as an appurtenance to the parcel.~~

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

Dated this FIRST day of APRIL 1998

James Sawkins
Signature of Surveyor

4. APPROVAL UNDER UNIT TITLES ACT 1970

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

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

Dated this Sixth day of May 1999

Monica Saad
Monica Saad

Delegate of the Minister

CERTIFICATE OF REGISTRATION:

EXAMINED:	<i>OKS</i>
REGISTERED:	<i>R</i>
DATE:	20 MAY 1999

FORM 2:

REAL PROPERTY (UNIT TITLES) ACT 1970

SHEET No. 3 OF 32 SHEETS

SCHEDULE OF UNIT ENTITLEMENTS

UNITS PLAN No. 1738

DISTRICT/DIVISION GRIFFITH SECTION 14 BLOCK 18

COLUMN 1			COLUMN 2	
UNIT NO.	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	CERTIFICATE OF TITLE	
			VOLUME	FOLIO
1	1851	3	1554	31
2	1851	3	1554	32
3	1851	3	1554	33
4	1851	3	1554	34
5	1828	3	1554	35
6	1828	3	1554	36
7	1828	3	1554	37
8	1828	3	1554	38
9	1909	4	1554	39
10	1909	4	1554	40
11	1909	4	1554	41
12	1909	4	1554	42
13	1909	4	1554	43
14	1909	4	1554	44
15	1909	4	1554	45
16	1562	4	1554	46
17	2140	5	1554	47
18	1828	2	1554	48
19	1828	2	1554	49
20	1828	2	1554	50
21	1828	2	1554	51
22	1828	2	1554	52
23	1828	2	1554	53
24	1828	2	1554	54

Aggregate

SIGNED at Canberra in my presence by the said)
 Bridgestar Pty LTD)
 by its Attorney Allen Ralph Robinson)
 who certifies he has no notice of revocation)
 of Power of Attorney MD 111422 under the)
 authority of which he has just executed the)
 within instrument: *Roman Kaya JP* Applicant

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

Dated this *Sixth*
 day of *May* 19 *99*

Monica Saad
 Monica Saad

Delegate of the Minister

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

Register Book Volume *1554* Folio *30*

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



Registrar of Titles

FORM 2 :

REAL PROPERTY (UNIT TITLES) ACT 1970

SHEET No. 4 OF 32 SHEETS

SCHEDULE OF UNIT ENTITLEMENTS

UNITS PLAN No. 1738

DISTRICT/DIVISION GRIFFITH SECTION 14 BLOCK 18

COLUMN 1			COLUMN 2	
UNIT NO.	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	CERTIFICATE OF TITLE	
			VOLUME	FOLIO
25	1828	2 ✓	1554	55
26	1909	2 ✓	1554	56
27	1909	2 ✓	1554	57
28	1909	2 ✓	1554	58
29	1909	2 ✓	1554	59
30	1909	2 ✓	1554	60
31	1909	2 ✓	1554	61
32	1909	2 ✓	1554	62
33	1562	2 ✓	1554	63
34	2140	2 ✓	1554	64
35	1828	2 ✓	1554	65
36	1828	2 ✓	1554	66
37	1828	2 ✓	1554	67
38	1828	2 ✓	1554	68
39	1828	2 ✓	1554	69
40	1828	2 ✓	1554	70
41	1828	2 ✓	1554	71
42	1828	2 ✓	1554	72
43	1874	2 ✓	1554	73
44	1874	2 ✓	1554	74
45	1874	2 ✓	1554	75
46	1874	2 ✓	1554	76
47	1874	2 ✓	1554	77
48	1874	2 ✓	1554	78

Aggregate

SIGNED at Canberra in my presence by the said
 Bridgestar Pty LTD
 by its Attorney Allen Ralph Robinson
 who certifies he has no notice of revocation
 of Power of Attorney MD 111422 under the
 authority of Bridgestar has just executed the
 within Instrument:- *RD Mahlinga J.P.* Applicant

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

Dated this *Sixth*
 day of *May* 19*99*

Monica Saad
 Monica Saad

Delegate of the Minister

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

Register Book Volume *1554* Folio *30*

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



Registrar of Titles

FORM 3

REAL PROPERTY (UNIT TITLES) ACT 1970

SHEET No. 6 OF 32 SHEETS

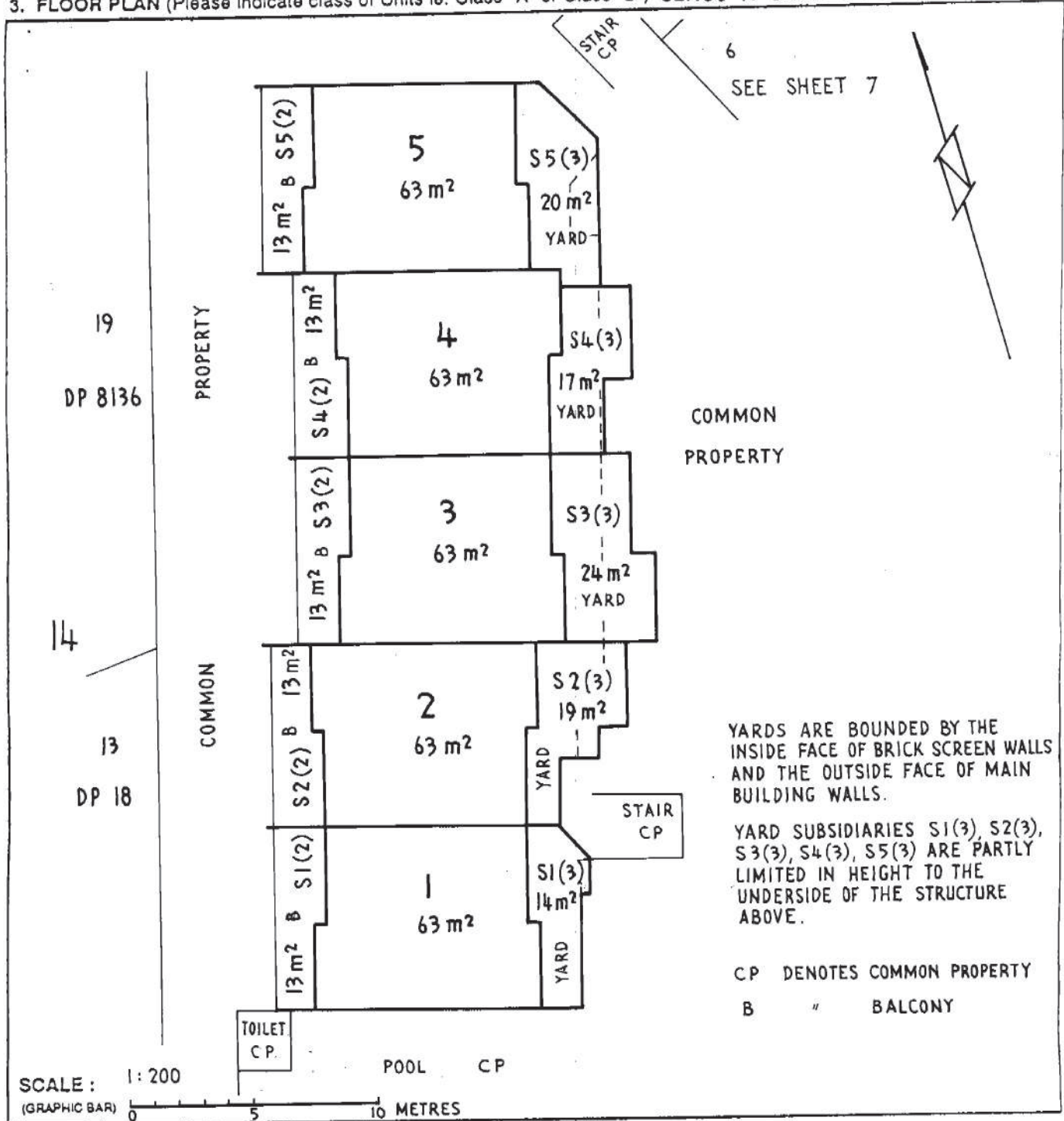
UNITS PLAN No 1738

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
GRIFFITH	14	18

2. FLOOR NUMBER - GROUND

3. FLOOR PLAN (Please indicate class of Units i.e. Class "A" or Class "B") CLASS 'A' UNITS & UNIT SUBSIDIARIES



3. EXECUTION

SIGNED at Canberra in my presence by the said
Bridgestar Pty Ltd
by its Attorney Allen Ralph Robison
who certifies he has no notice of revocation
of Power of Attorney MD111422 under the
authority of which he has just executed the
instrument.
BRIDGESTAR PTY LTD
Applicant

[Signature]

Monica Sead

Monica Sead
Delegate of the Minister

FORM 3

REAL PROPERTY (UNIT TITLES) ACT 1970

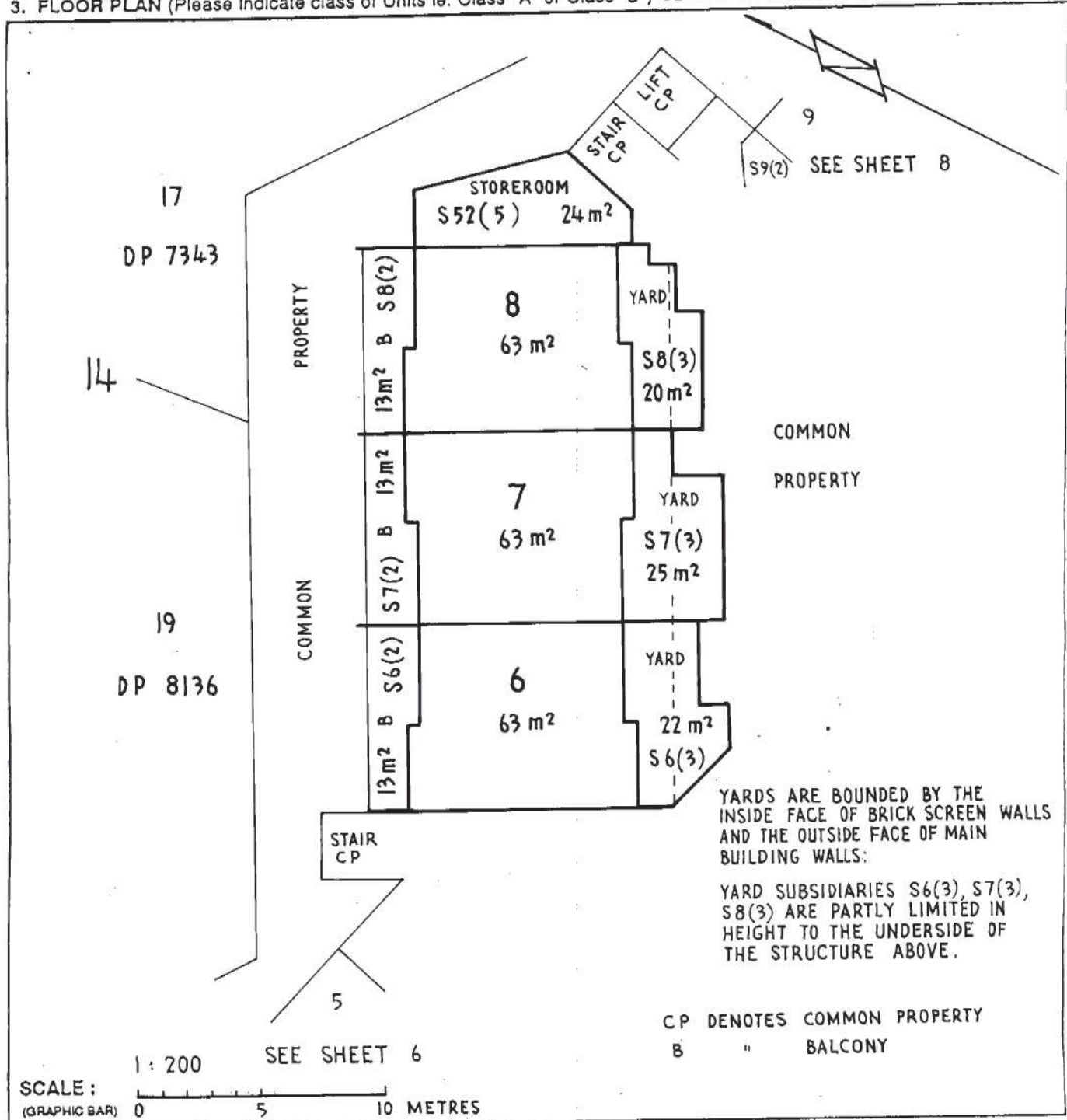
SHEET No. 7 OF 32 SHEETS

UNITS PLAN No 1738

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
GRIFFITH	14	18

GROUND

2. FLOOR NUMBER -
3. FLOOR PLAN (Please indicate class of Units ie. Class "A" or Class "B") CLASS 'A' UNITS & UNIT SUBSIDIARIES

3. EXECUTION

SIGNED at Canberra in my presence by the said
Bridgeston Pty Ltd
by its Attorney Allen Ralph Robinson
who certifies he has no knowledge of the
of Power of Attorney M11/422 under the
authority of which it has been executed
within its terms.

BRIDGESTON PTY LTD
Applicant

Monica Saad
Monica Saad
Deputy of the Minister

FORM 3

REAL PROPERTY (UNIT TITLES) ACT 1970

SHEET No. 8 OF 32 SHEETS

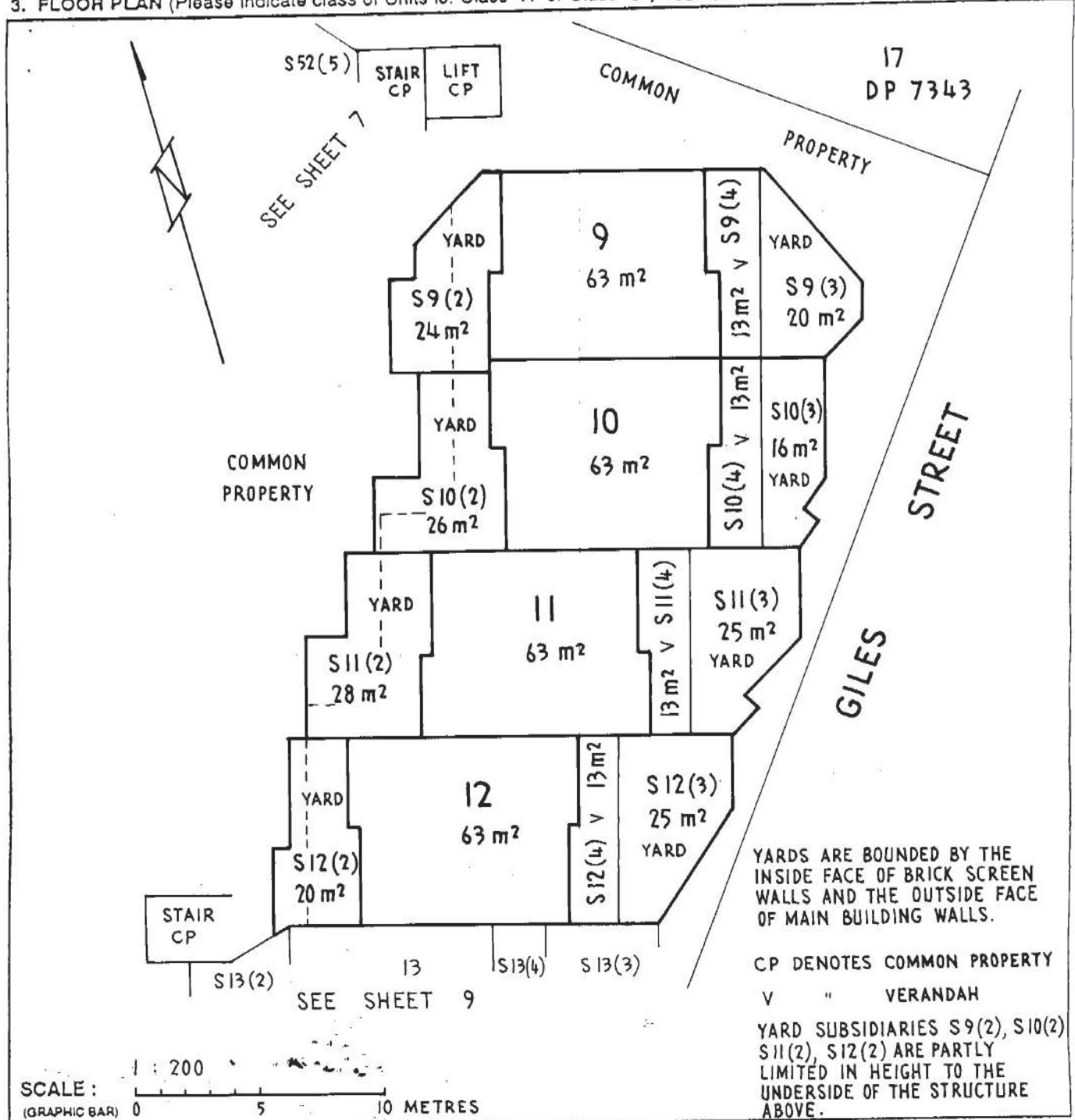
UNITS PLAN No 1738

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
GRIFFITH	14	18

2. FLOOR NUMBER - GROUND

3. FLOOR PLAN (Please indicate class of Units i.e. Class "A" or Class "B") CLASS 'A' UNITS & UNIT SUBSIDIARIES



3. EXECUTION

SIGNED in Canberra in my presence by the said
Bridgestar Pty Ltd
by its Attorney *Allen Ralph Robinson*
who certifies he has no notice of revocation
of Power of Attorney MD 111422 under the
authority of which he has just executed this
will his instrument:
RO Robinson Applicant

Monica Saad
Monica Saad
Delegate of the Minister

FORM 3

REAL PROPERTY (UNIT TITLES) ACT 1970

SHEET No. 9 OF 32 SHEETS

UNITS PLAN No 1738

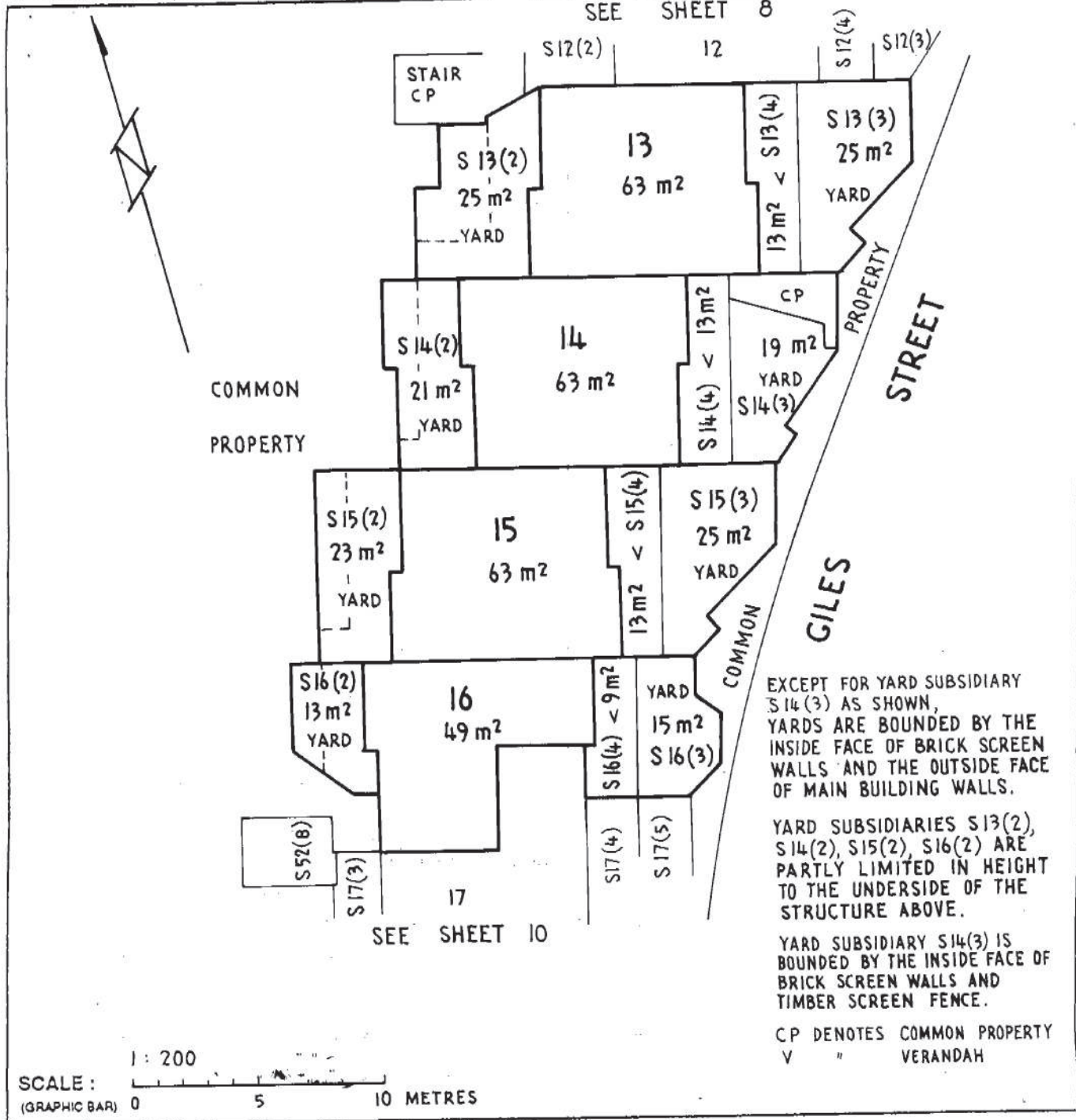
1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
GRIFFITH	14	18

GROUND

2. FLOOR NUMBER - CLASS 'A' UNITS & UNIT SUBSIDIARIES

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



3. EXECUTION

SIGNED at Canberra in my presence by the said
Bridgestone Pty Ltd
 by its Attorney **Aileen Robinson**
 who certifies he has no notice of revocation
 of Power of Attorney M.D. 11422 under the
 authority of which he has executed the
 within instrument.

[Signature]

Monica Seed

Monica Seed
 Delegate of the Minister

FORM 3

REAL PROPERTY (UNIT TITLES) ACT 1970

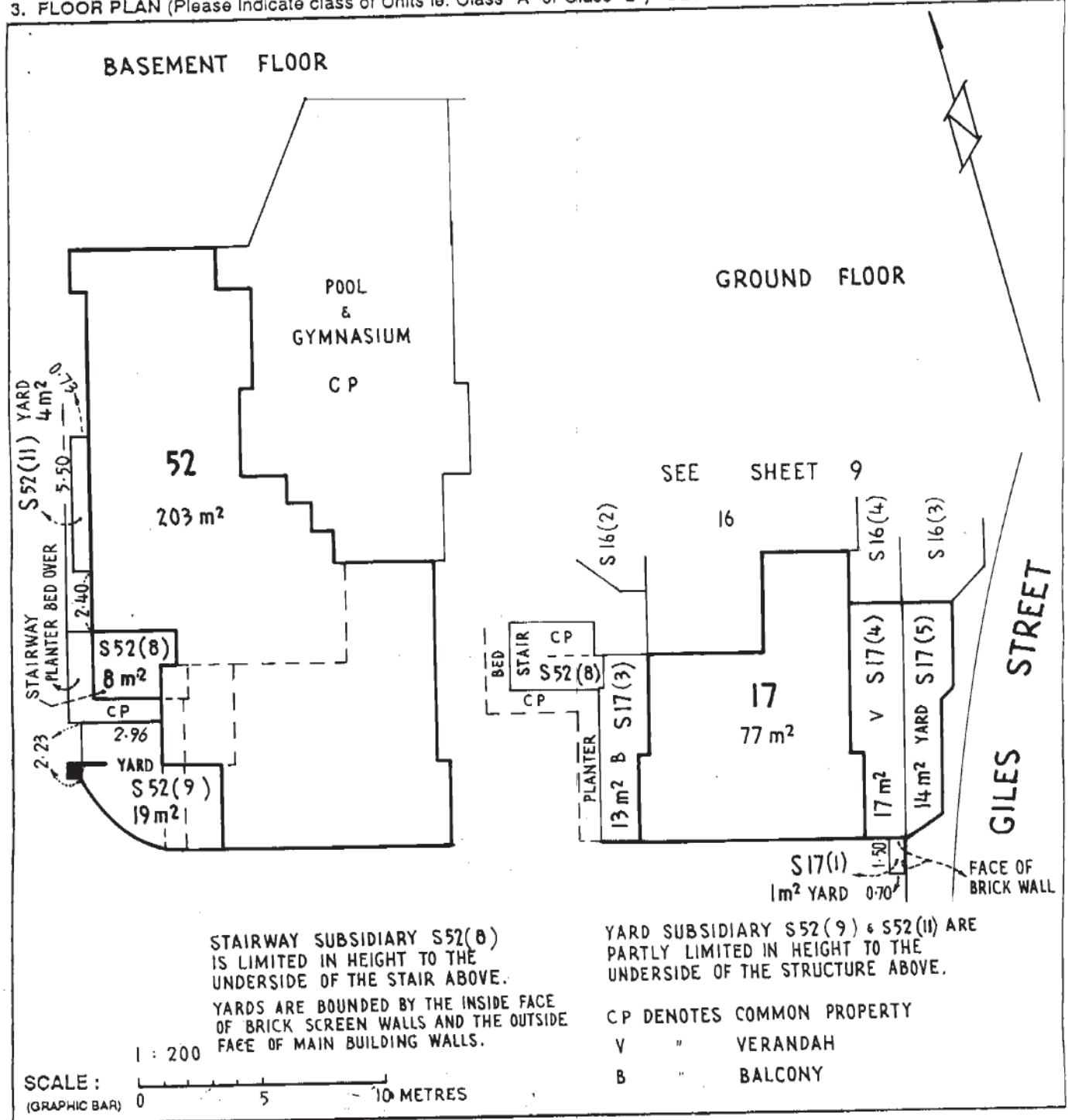
SHEET No. 10 OF 32 SHEETS

UNITS PLAN No 1738

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
GRIFFITH	14	18

2. FLOOR NUMBER - **GROUND & BASEMENT** TWO LEVEL
 3. FLOOR PLAN (Please Indicate class of Units ie. Class "A" or Class "B") **CLASS 'A' UNIT & UNIT SUBSIDIARIES**



3. EXECUTION

SIGNED at Canberra in my presence by the said
Bridgestone Pty Ltd
 by its Attorney **Allen Ralph Robinson**
 who certifies he has no notice of revocation
 of power of Attorney MD11/422 and the
 authority of which he has been
 BRIDGESTONE PTY LTD
 with its registered office at
 20 Malaya SP

Monica Saad

Monica Saad

Monica Saad
 Delegate of the Minister

FORM 3

REAL PROPERTY (UNIT TITLES) ACT 1970

SHEET No. 11 OF 32 SHEETS

UNITS PLAN No 1738

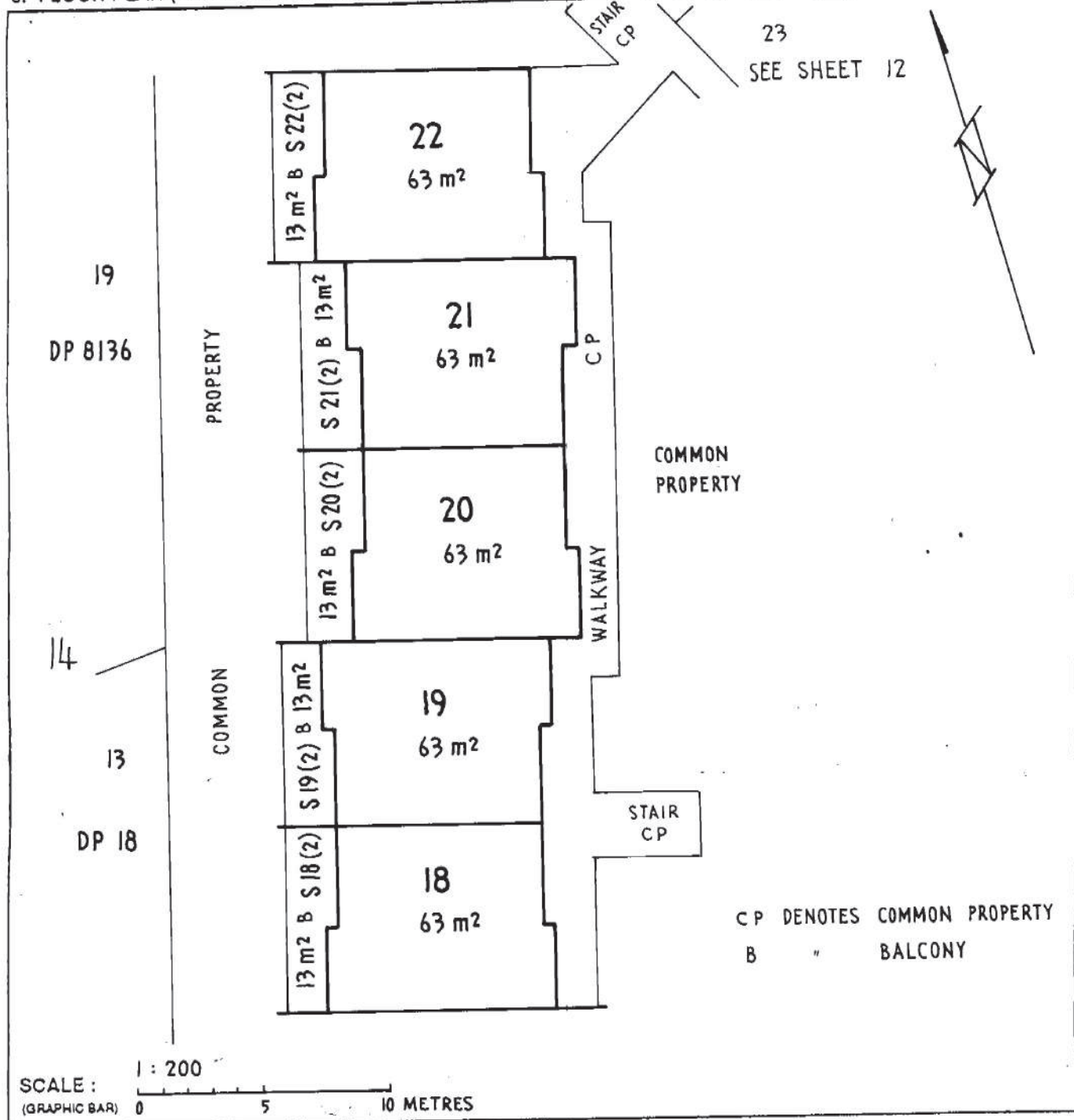
1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
GRIFFITH	14	18

FIRST

2. FLOOR NUMBER -

3. FLOOR PLAN (Please indicate class of Units i.e. Class "A" or Class "B") CLASS 'A' UNITS & UNIT SUBSIDIARIES



3. EXECUTION

SIGNED at Canberra in my presence by the said
Bridgestar Pty Ltd
 by its Attorney **Allen Ralph Robinson**
 who certifies he has no notice of revocation
 of Power of Attorney MD 111422 under the
 name of which he has just executed the
 instrument.

BRIDGESTAR PTY LTD

Name of Applicant

Monica Seed

Monica Seed

Date of the Signature

FORM 3

REAL PROPERTY (UNIT TITLES) ACT 1970

SHEET No. 12 OF 32 SHEETS

UNITS PLAN No 1738

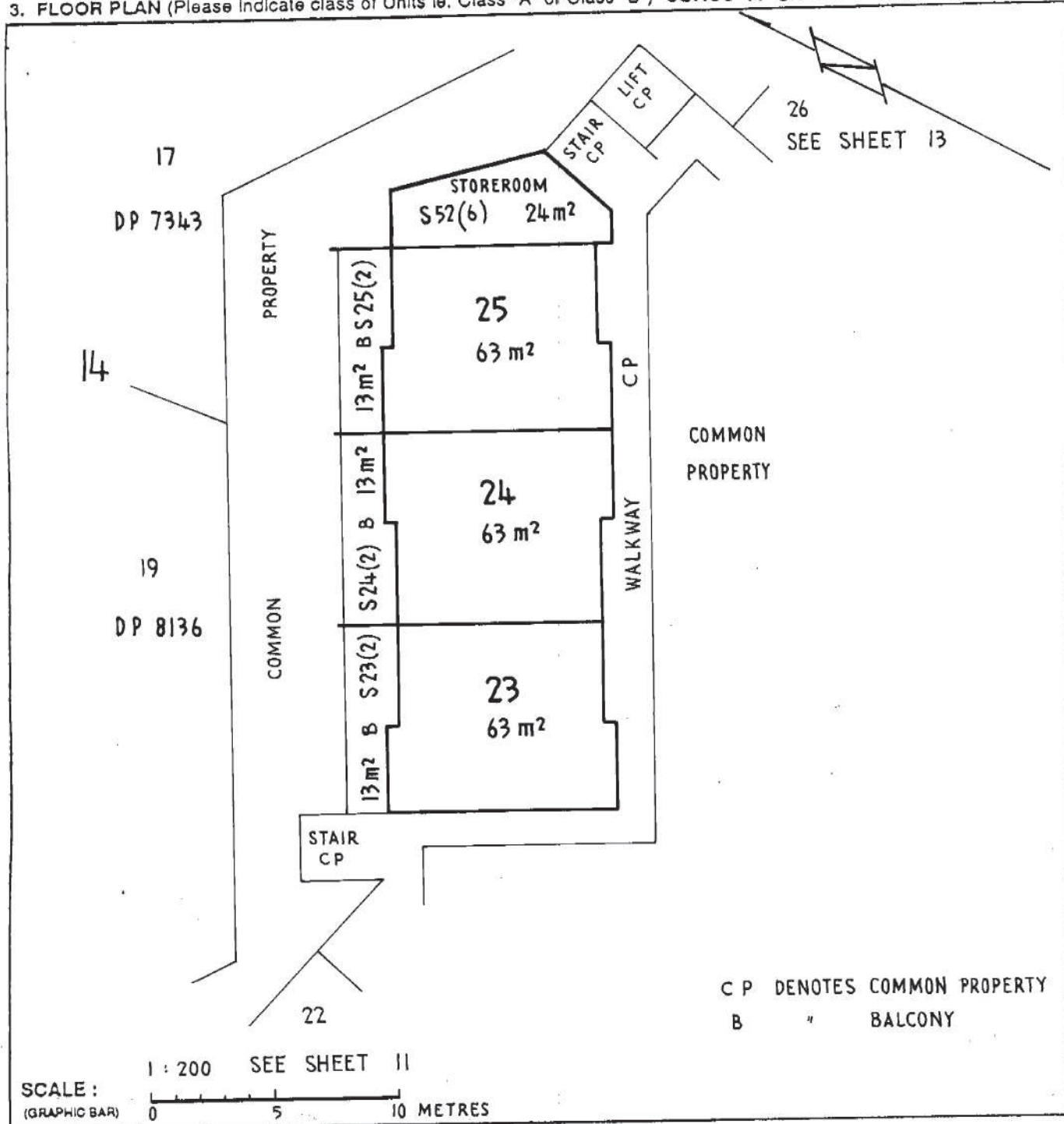
1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
GRIFFITH	14	18

FIRST

2. FLOOR NUMBER

3. FLOOR PLAN (Please indicate class of Units i.e. Class "A" or Class "B") CLASS 'A' UNITS & UNIT SUBSIDIARIES



3. EXECUTION

SIGNED at Canberra in my presence by the solicitor
 Bridges & Partners LTD
 by its Attorney Allen & Robinson
 who certifies he has no notice of revocation
 of Power of Attorney AND 111422 under the
 authority of which he is acting as ATTORNEY LTD
 within the meaning of the Act

Monica Saad

Monica Saad

Delegate of the Minister

FORM 3

REAL PROPERTY (UNIT TITLES) ACT 1970

SHEET No. 13 OF 32 SHEETS

UNITS PLAN No. 1738

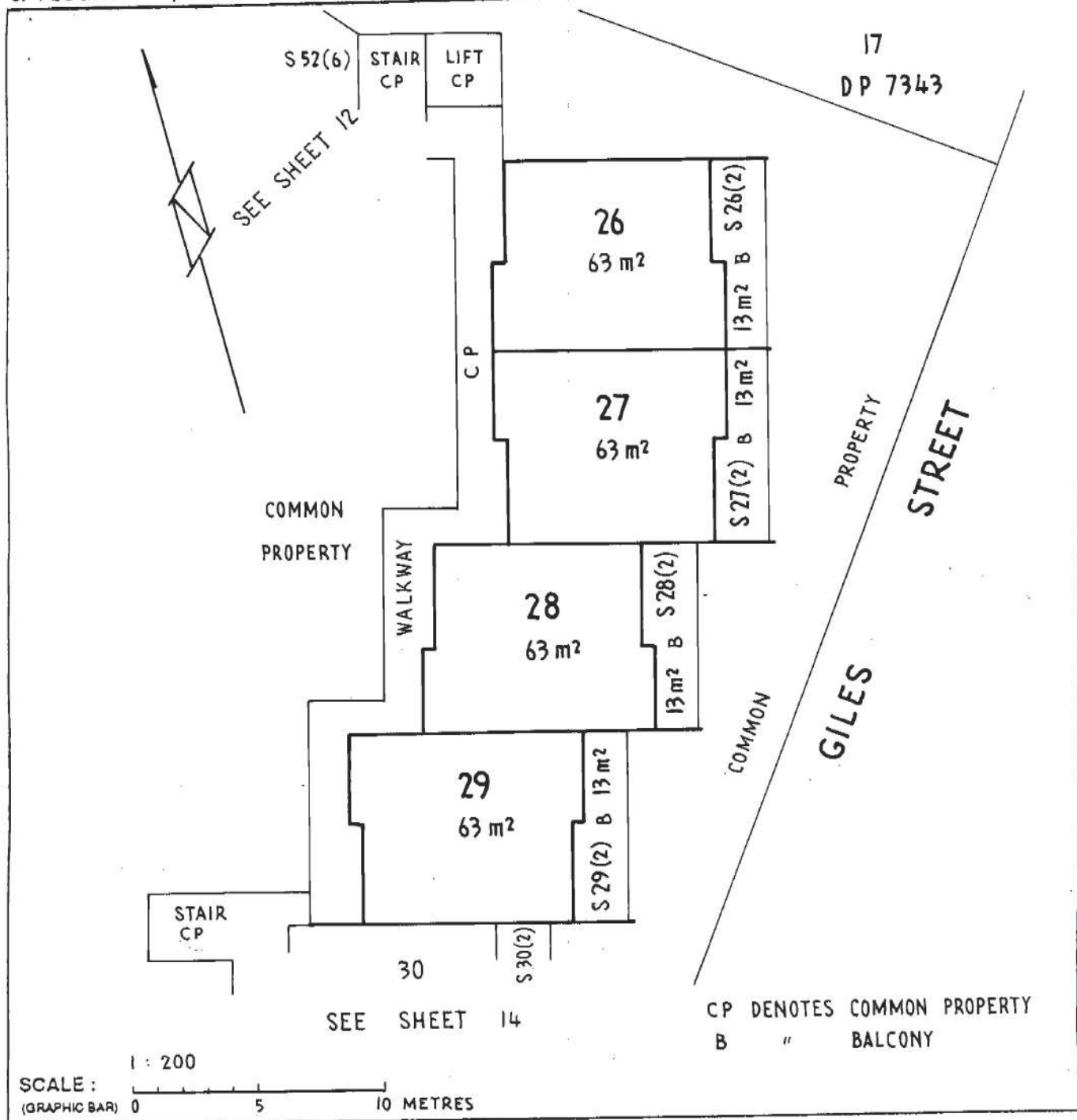
1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
GRIFFITH	14	18

FIRST

2. FLOOR NUMBER -

3. FLOOR PLAN (Please indicate class of Units i.e. Class "A" or Class "B") CLASS 'A' UNITS & UNIT SUBSIDIARIES



3. EXECUTION

SIGNED at Canberra in my presence by the said **BRIDGEWAY PROPERTY LTD** by its Attorney **Allen Ralph Robinson** who certifies he has no notice of revocation of Power of Attorney MD 111422 under the authority of which he is acting **BRIDGEWAY PROPERTY LTD** within Instrument: **MD 111422** Applicant: **BRIDGEWAY PROPERTY LTD**

Monica Saad

Monica Saad
Deputy of the Minister

FORM 3

REAL PROPERTY (UNIT TITLES) ACT 1970

SHEET No. 14 OF 32 SHEETS

UNITS PLAN No 1738

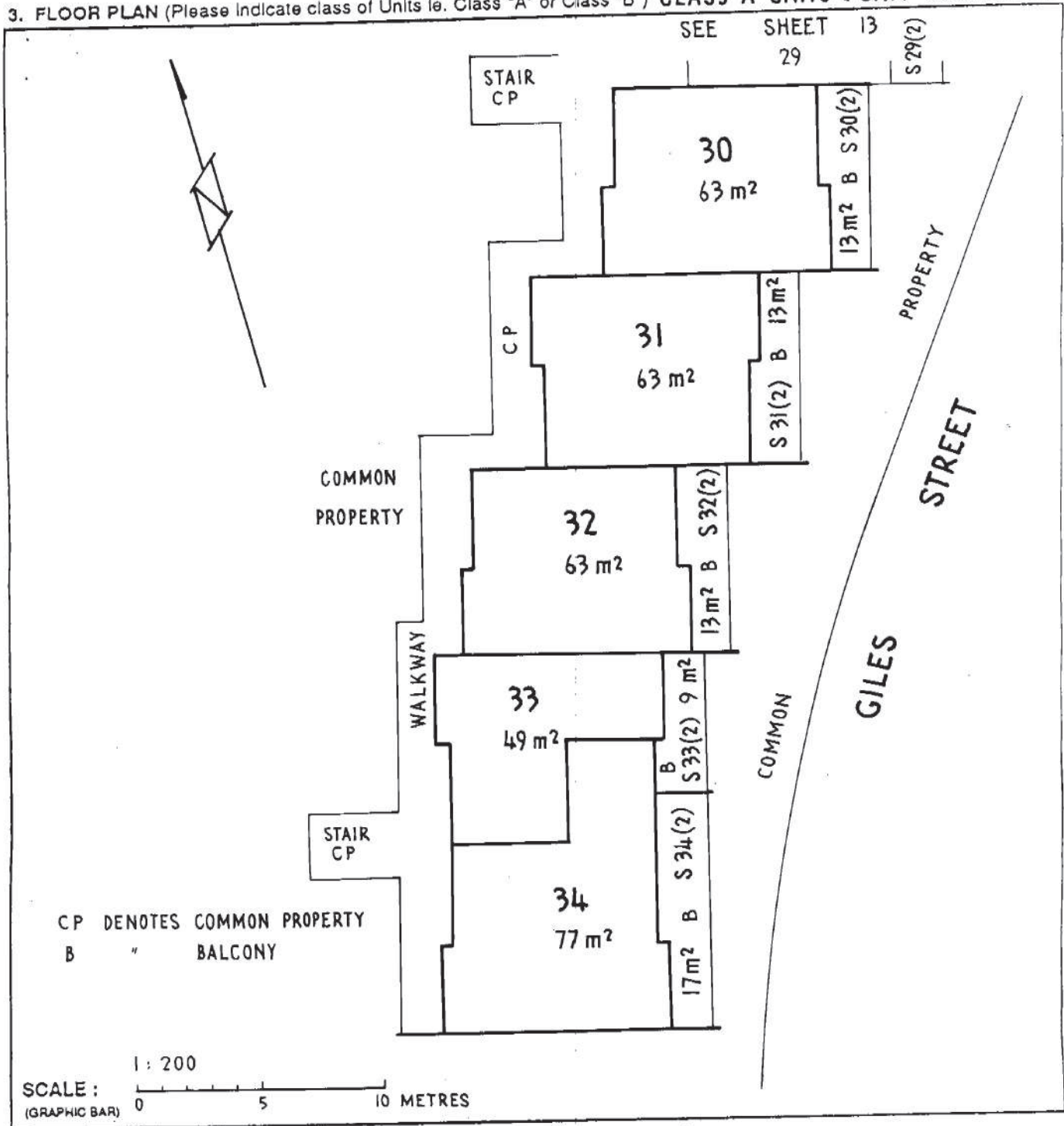
1. LAND

DISTRICT DIVISION	SECTION	BLOCK
GRIFFITH	14	18

FIRST

2. FLOOR NUMBER -

3. FLOOR PLAN (Please indicate class of Units i.e. Class "A" or Class "B") CLASS 'A' UNITS & UNIT SUBSIDIARIES



3. EXECUTION

SIGNED at Calcutta in my presence by the said
Bridgestone PTY LTD
by its Attorney Allen Ralph Robinson
who certifies he has no notice of revocation
of Power of Attorney MD 1114 22 under the
authority of which BRIDGESTONE PTY LTD
with the Applicant:- *Monica Saad*
Applicant: *Monica Saad*

Monica Saad

Monica Saad
Delegate of the Minister

FORM 3

REAL PROPERTY (UNIT TITLES) ACT 1970

SHEET No. 15 OF 32 SHEETS

UNITS PLAN No 1738

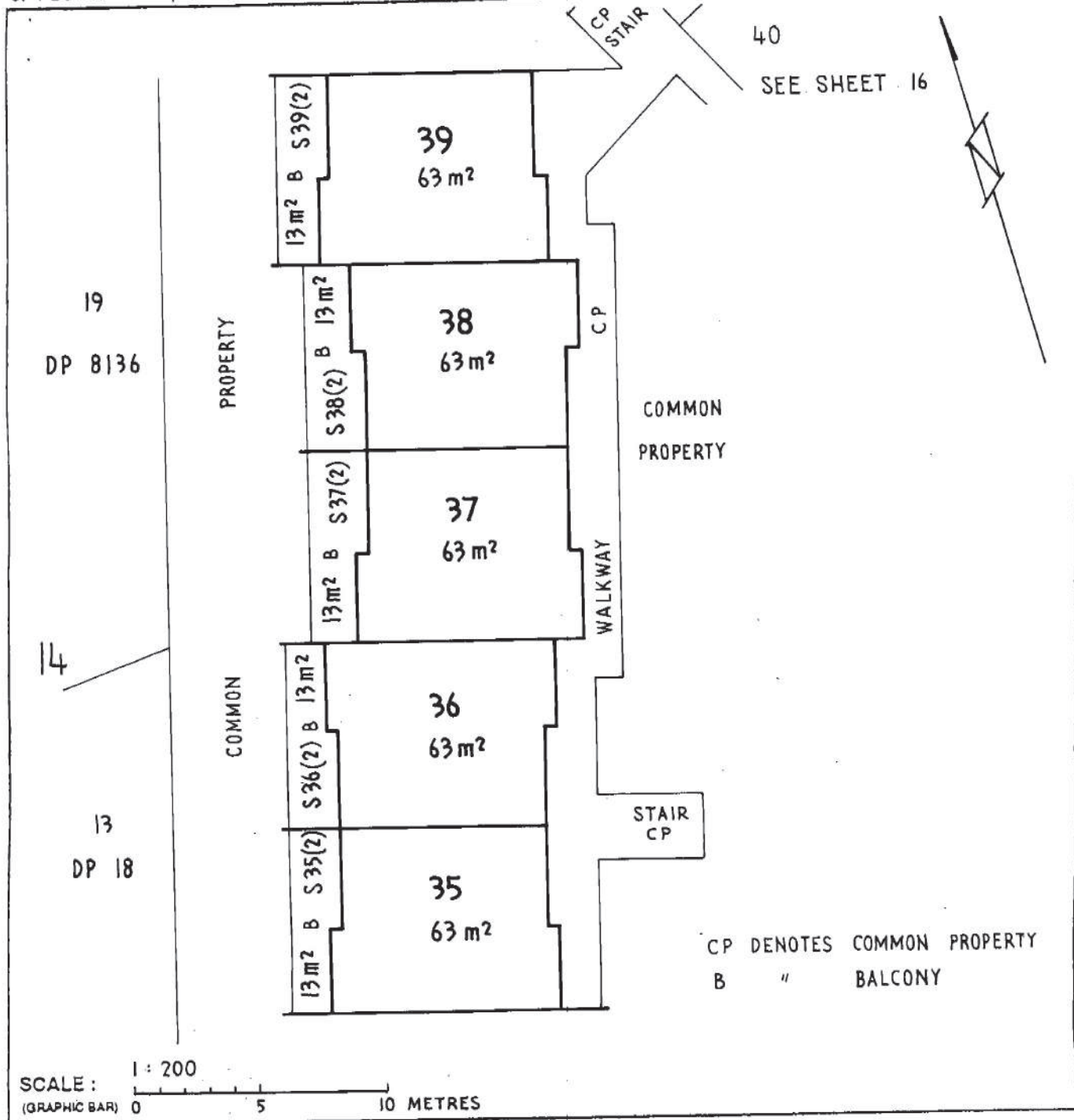
1. LAND

DISTRICT DIVISION	SECTION	BLOCK
GRIFFITH	14	18

SECOND

2. FLOOR NUMBER -

3. FLOOR PLAN (Please indicate class of Units i.e. Class "A" or Class "B") CLASS 'A' UNITS & UNIT SUBSIDIARIES



3. EXECUTION

SIGNED at Cape Town in my presence by the said
Bridgeston Pty LTD
by its Attorney, Allen, Ralph, Robinson
who certifies he has no notice of revocation
of Power of Attorney MD 111422 under the
authority of which he has executed this
instrument.

Monica Saad
Monica Saad
Delegata of the Minister

FORM 3

REAL PROPERTY (UNIT TITLES) ACT 1970

SHEET No. 16 OF 32 SHEETS

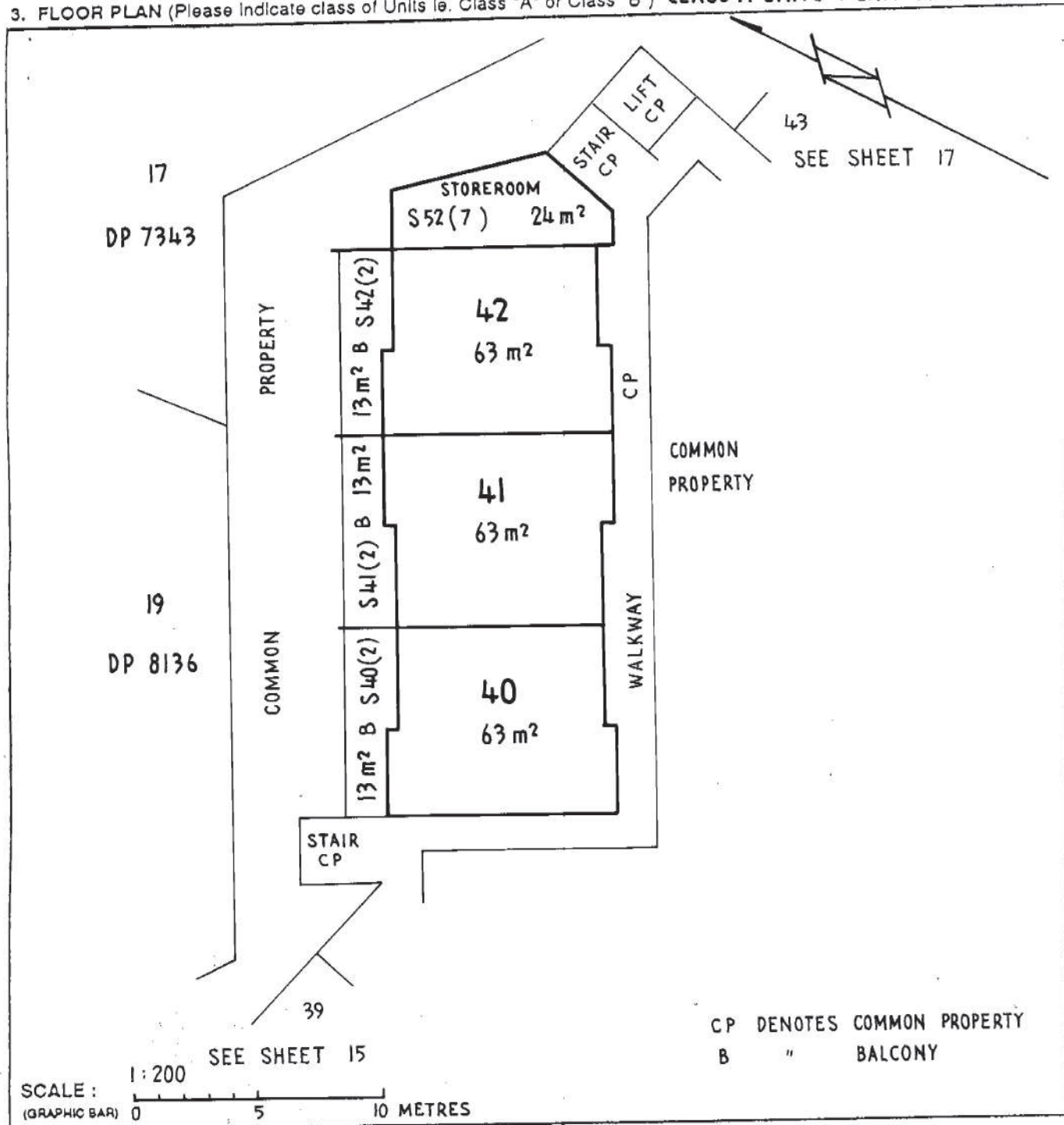
UNITS PLAN No 1738

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
GRIFFITH	14	18

2. FLOOR NUMBER - SECOND

3. FLOOR PLAN (Please indicate class of Units i.e. Class "A" or Class "B") CLASS 'A' UNITS & UNIT SUBSIDIARIES



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

CP DENOTES COMMON PROPERTY
B " BALCONY

3. EXECUTION

SIGNED at Canberra in my presence by the said
Bridgeta Pty Ltd
by its attorney Aileen Ralph Robinson
who certifies he has no notice of revocation
of Power of Attorney MD 111422 under the
rule, by of which he is appointed
within this document.

Mahmud

Monica Sead

Monica Sead
Delegate of the Minister

FORM 3

REAL PROPERTY (UNIT TITLES) ACT 1970

SHEET No. 17 OF 32 SHEETS

UNITS PLAN No 1738

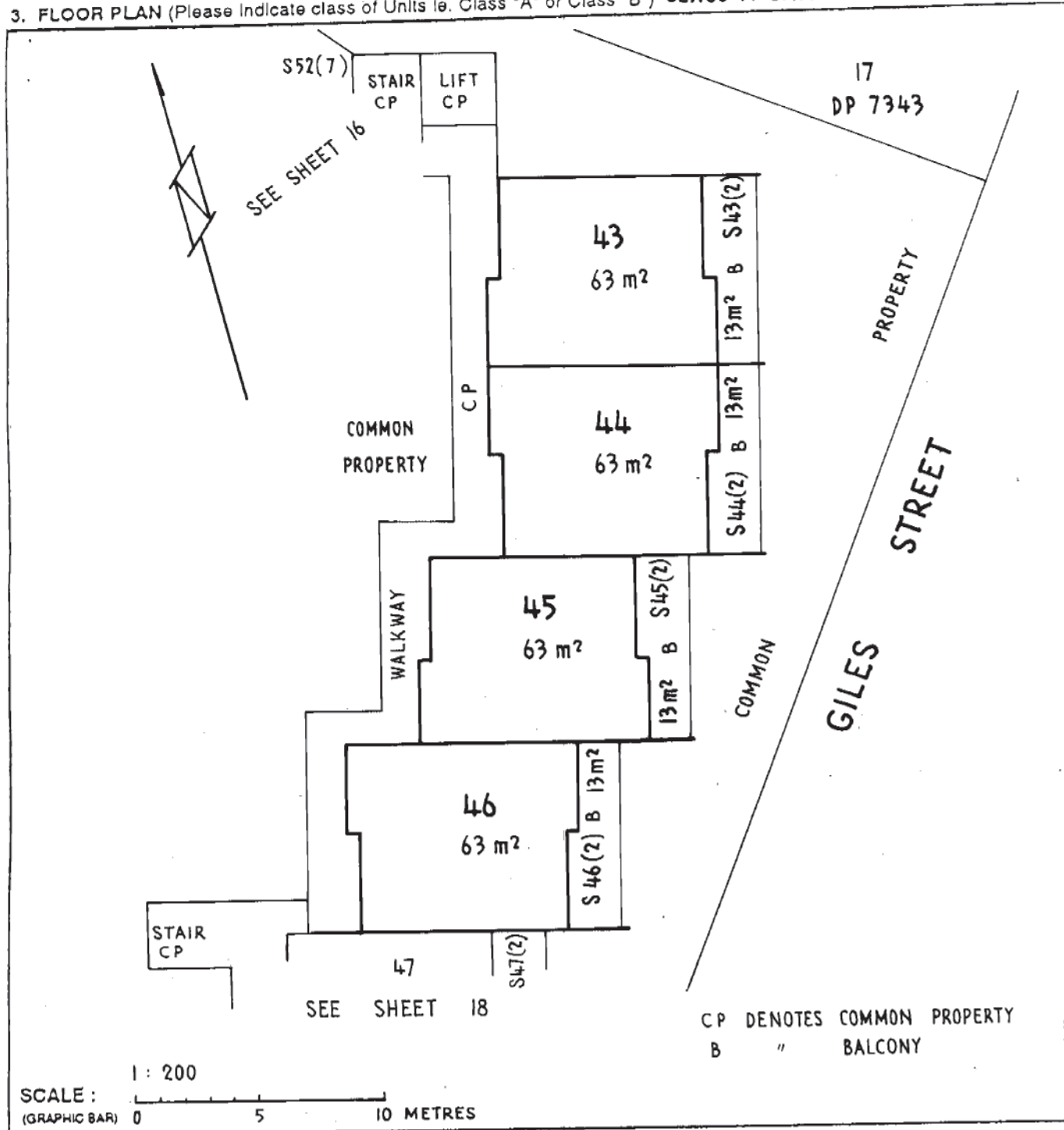
1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
GRIFFITH	14	18

SECOND

2. FLOOR NUMBER -

3. FLOOR PLAN (Please indicate class of Units i.e. Class "A" or Class "B") CLASS 'A' UNITS & UNIT SUBSIDIARIES



3. EXECUTION

SIGNED at Canberra in my presence by the said
Bridgestar Pty Ltd
 by its Attorney **Allen Ralph Robinson**
 who certifies he has no notice of revocation
 of Power of Attorney MD111422 under the
 authority of which he has just executed this
 instrument.
BRIDGESTAR PTY LTD
 Applicant

Monica Saad
 Monica Saad

Monica Saad

Monica Saad

Delegate of the Minister

FORM 3

REAL PROPERTY (UNIT TITLES) ACT 1970

SHEET No. 18 OF 32 SHEETS

UNITS PLAN No 1738

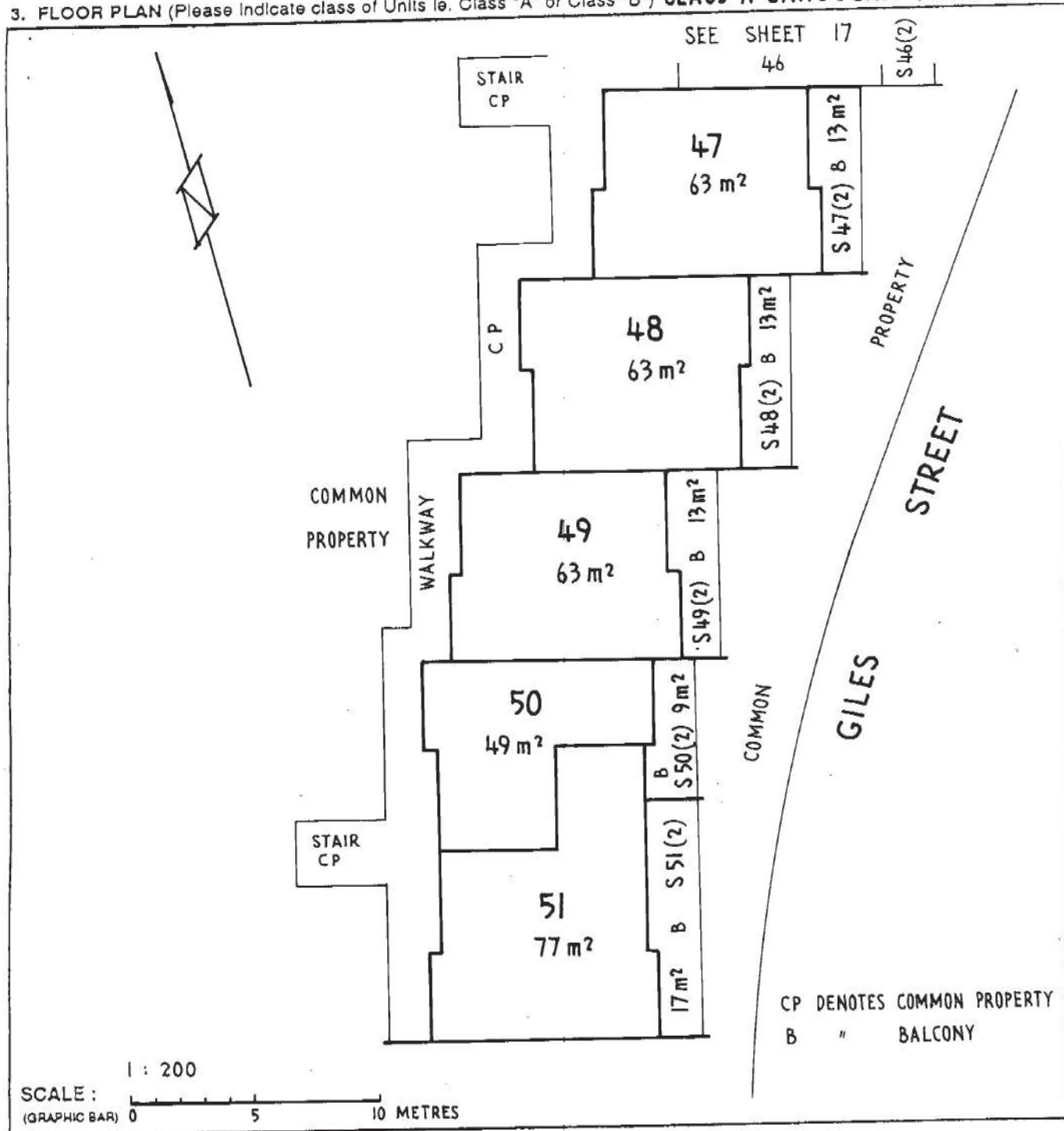
1. LAND

DISTRICT DIVISION	SECTION	BLOCK
GRIFFITH	14	18

SECOND

2. FLOOR NUMBER -

3. FLOOR PLAN (Please indicate class of Units i.e. Class "A" or Class "B") CLASS 'A' UNITS & UNIT SUBSIDIARIES



3. EXECUTION

SIGNED at Canberra in my presence by the said
Bridgestar Pty Ltd
by its Attorney Allen Ralph Robinson
who certifies he has no notice of revocation
of Power of Attorney MD 111422 under the
authority of which he has signed this
instrument.

BRIDGESTAR PTY LTD

Applicant

Monica Saad

Monica Saad
Delegata of the Registrar

FORM 3

REAL PROPERTY (UNIT TITLES) ACT 1970

SHEET No. 19 OF 32 SHEETS

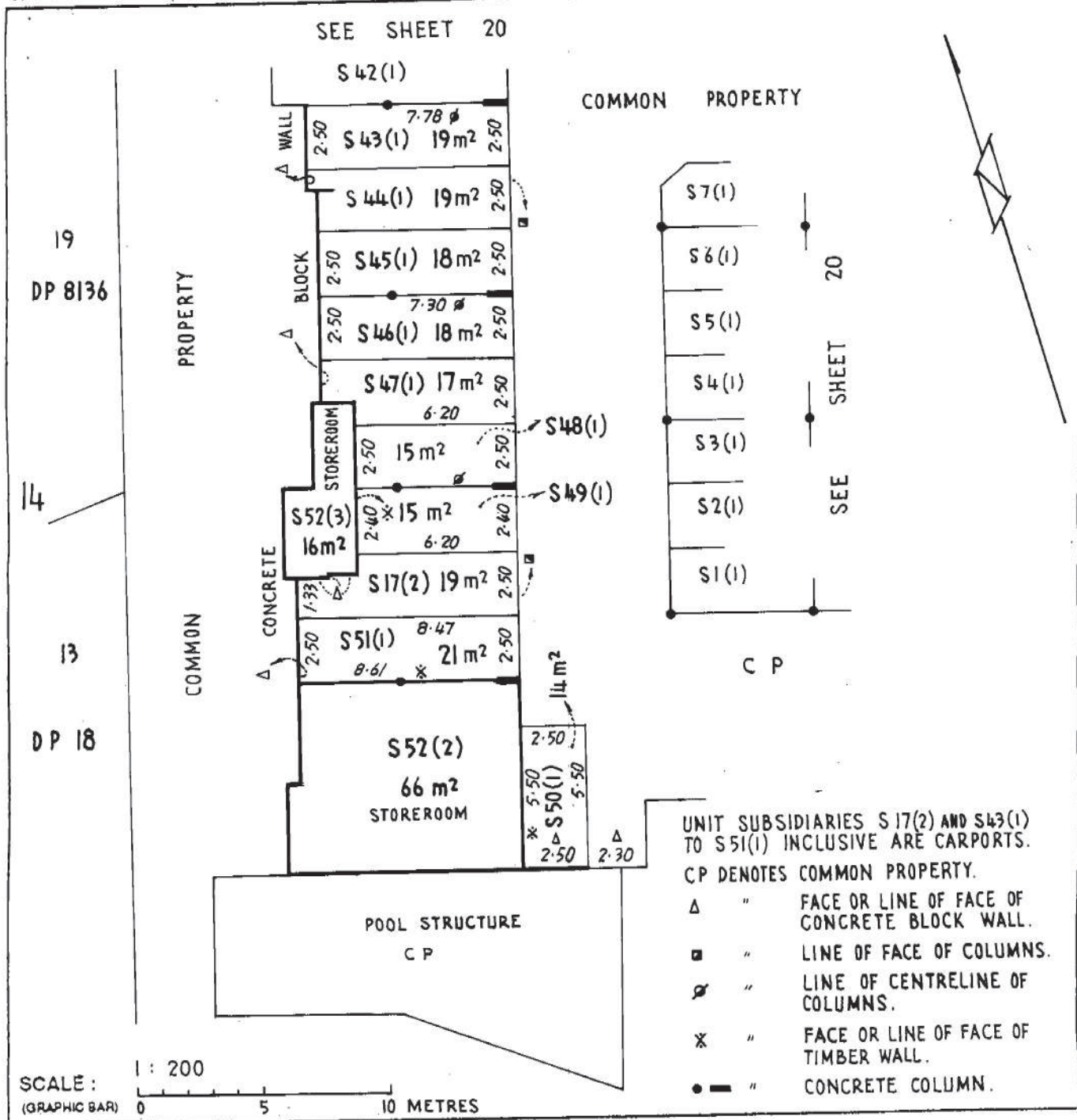
UNITS PLAN No 1738

1. LAND

DIVISION	SECTION	BLOCK
GRIFFITH	14	18

2. FLOOR NUMBER - BASEMENT

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



3. EXECUTION

SIGNED at Canberra in my presence by the said
Bridgestar Pty Ltd
by its Attorney Aiken Ralph Robinson
who certifies he has no notice of revocation
Power of Attorney MB 111422 under
of which he has been appointed Attorney
of the said Bridgestar Pty Ltd

M. Robinson

Monica Seed

Monica Seed

Delegate of the Minister

FORM 3

REAL PROPERTY (UNIT TITLES) ACT 1970

SHEET No. 20 OF 32 SHEETS

UNITS PLAN No 1738

1. LAND

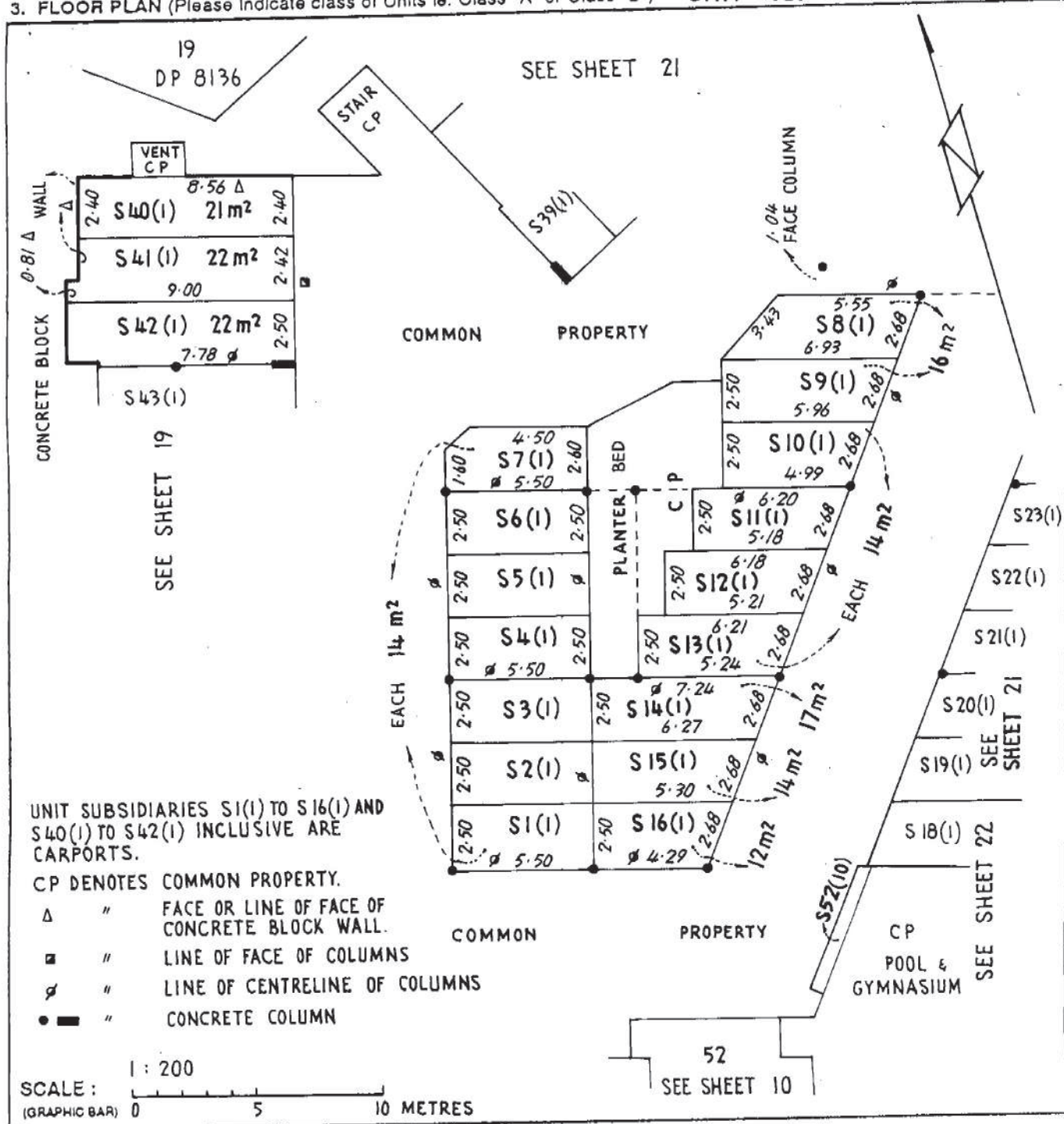
SECTION	SECTION	BLOCK
GRIFFITH	14	18

BASEMENT

2. FLOOR NUMBER

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

UNIT SUBSIDIARIES



3. EXECUTION

SIGNED in Canberra in my presence by the said
 Bridgestar Pty Ltd
 by its Attorney R. K. R. Robinson
 who certifies he has no notice of revocation
 of Power of Attorney MD 111422 under the
 authority of which he BRIDGESTAR PTY LTD
 is authorised to execute this instrument

Monica Seed

Monica Seed

Monica Seed
 Delegate of the Minister

FORM 3

REAL PROPERTY (UNIT TITLES) ACT 1970

SHEET No. 21 OF 32 SHEETS

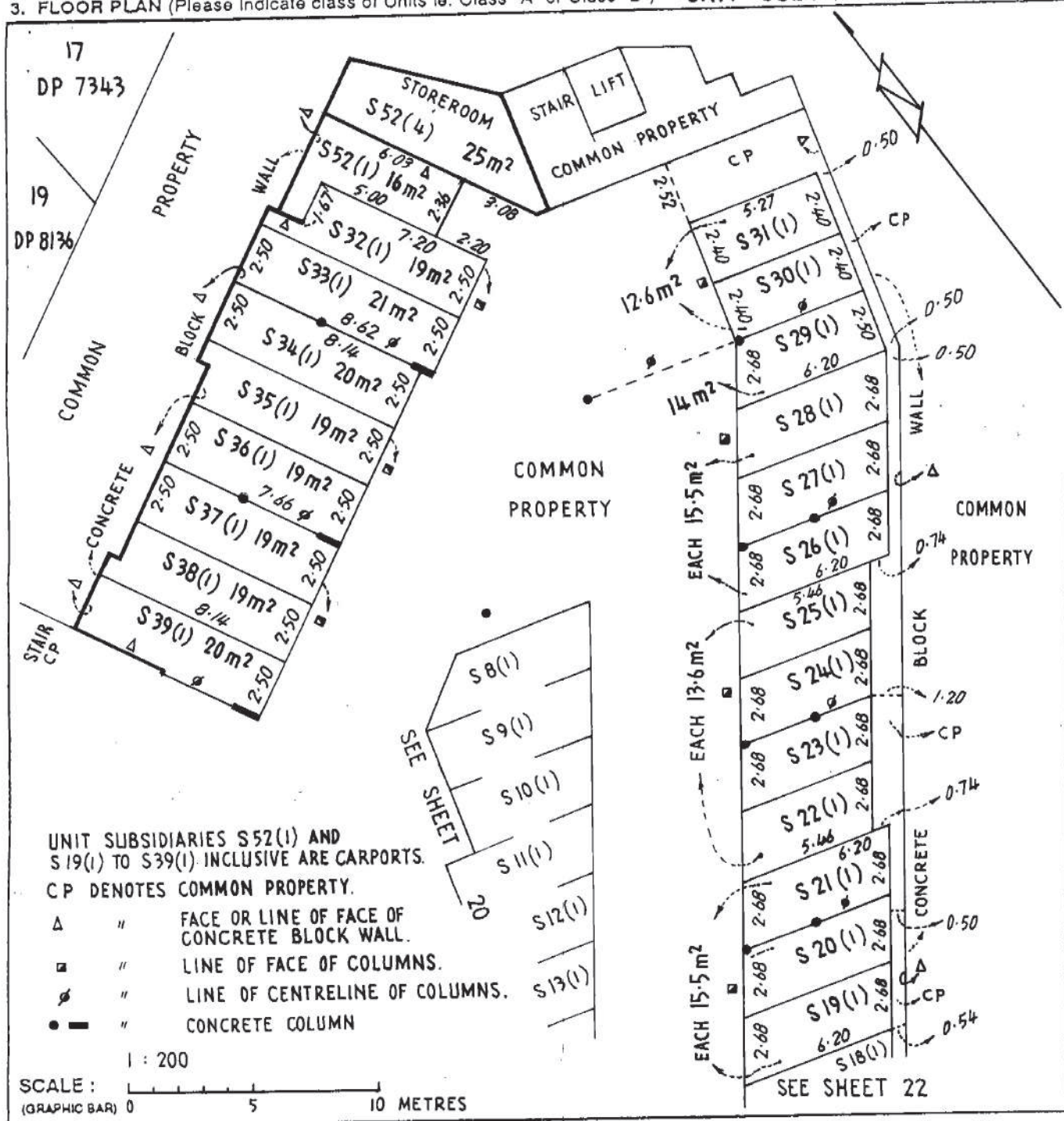
UNITS PLAN No 1738

1. LAND

DIVISION	SECTION	BLOCK
GRIFFITH	14	18

2. FLOOR NUMBER - BASEMENT

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



3. EXECUTION

SIGNED at Canberra in my presence by the said
 Bridgestar Pty Ltd
 by its Attorney Ralph Robinson
 who certifies he has no power of relocation
 of Power of Attorney MD 11422 under the
 authority of which he has signed
 within instrument

BRIDGESTAR PTY LTD
 Applicant

Monica Saad

Monica Saad
 Delegate of the Minister

FORM 3

REAL PROPERTY (UNIT TITLES) ACT 1970

SHEET No. 22 OF 32 SHEETS

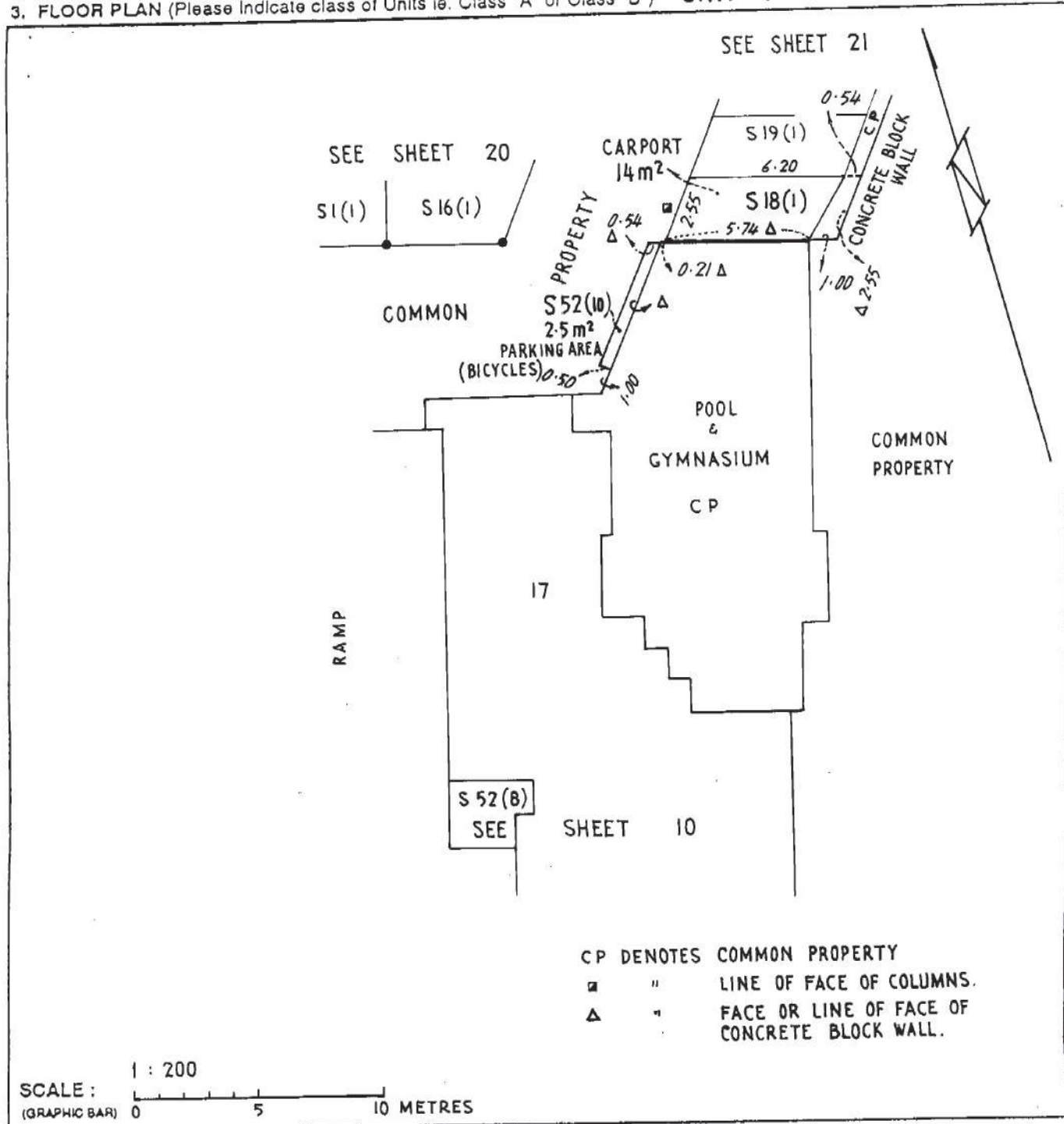
UNITS PLAN No 1738

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
GRIFFITH	14	18

2. FLOOR NUMBER - BASEMENT

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



3. EXECUTION

SIGNED at Canberra in my presence by the said)
 Bridgestar Pty Ltd
 by its Attorney *Allen Ralph Robinson*
 who certifies he has no notice of revocation
 of Power of Attorney MD111422, under
 authority of which he is acting
 BRIDGESTAR PTY LTD
 Applicant

Monica Saad

Monica Saad
 Delegate of the Minister

Form 4

Land Titles (Units Titles) Act 1970

UNITS PLAN NO 1738

Block 18 Section 14 Division of GRIFFITH

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

- | | |
|---------|---|
| TERM | 1. The term of the lease of each of the units expires on the thirtieth day of November Two thousand and ninety six. |
| RENT | <p>2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.</p> <p>3. The Lessees of each of the Units Nos 1-52 inclusive covenants with the Commonwealth of Australia (hereinafter called "the Commonwealth") in respect of his relevant unit as follows:</p> <p style="margin-left: 40px;">(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;</p> <p style="margin-left: 40px;">(b) 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;</p> |
| PURPOSE | <p>(c) To use the said parcel for the following:</p> <p style="margin-left: 40px;">Units 1 to 51 to be used for Residential purposes including serviced apartments and ancillary thereto
Unit 17 and Unit 52 can be used for offices reception area dining facilities and conference facilities</p> |

MS

A. Mahumini

R. Mahalinga SP

PROVIDED ALWAYS THAT the dining facilities and conference facilities may only service occupants of the serviced apartments;

- | | | |
|------------------------------------|-----|---|
| CAR PARKING | (d) | That any car parking spaces subsidiary to any unit shall be maintained by the Lessee and not to use any unit subsidiary to that unit as a habitation; |
| MAXIMUM
NUMBER OF UNITS | (e) | That the building or buildings on the said parcel shall contain not more than fifty one (51) single unit private dwellings including serviced apartments and not more than two (2) units for used ancillary to residential purposes including serviced apartments; |
| SERVICE AREAS | (f) | That the Lessee shall screen and keep screened all service areas to the satisfaction of the Territory and shall ensure that all plant and machinery contained within the premises is suitably screened from public view; |
| BUILDING
SUBJECT TO
APPROVAL | (g) | That the Lessee shall not without the previous consent in writing of the Territory erect any building on the parcel or make any structural alterations to the premises; |
| REPAIR | (h) | That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Territory; |
| FAILURE TO
REPAIR | (i) | If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Territory may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Territory is of the opinion that a building or some other improvement on the parcel is beyond reasonable repair the Territory may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Territory any person or persons duly authorised by the Territory with such equipment as is necessary may enter upon the parcel and carry out the necessary work and all costs and expenses incurred by the Territory in carrying out the work 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; |

MS

At Mahini *R. Mahiniya JP*

RIGHT OF
INSPECTION

- (j) To permit any person or persons authorised by the Territory to enter upon the premises at all reasonable times and in any reasonable manner to inspect the premises;

RATES AND
CHARGES

- (k) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the premises as and when the same fall due.

QUIET
ENJOYMENT

4. The Commonwealth covenants with each of the Lessees of all the units that the Lessee paying the rent and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the premises without interruption by the Territory or any person lawfully claiming from or under or in trust for the Territory.

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

TERMINATION

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

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;

ACCEPTANCE
OF RENT

- (b) That acceptance of rent or other moneys by the Territory during or after any period referred to in paragraph (ii) of sub-clause (a) of this clause shall not prevent or impede the exercise by the Territory of the powers conferred upon it by sub-clause (a) of this clause;

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FURTHER LEASE (c) That any extension of the terms of all the leases shall be in accordance with the provisions of the Land (Planning & Environment) Act 1991

NOTICES (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee or Corporation 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 -

(i) the Lessee at the Unit or at the registered office or last known address of the Lessee or affixed in a conspicuous position on the Unit; and

(ii) the Corporation in accordance with the provisions of the Unit Titles Act 1970;

EXERCISE OF POWERS (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;

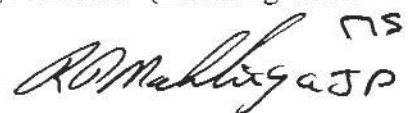
(iii) an authority or person for the time being authorised by the Minister or by law to exercise those powers or functions of the Territory the Commonwealth or the respective Minister; or

(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;

6. In this schedule unless the contrary intention appears:

INTERPRETATION (a) "ancillary" means associated with and directly related to but incidental and subordinate to the predominant use;

(b) "building" means any building or buildings on the parcel at the date of the commencement of the lease or any building or buildings constructed on the parcel in accordance with the covenants of this lease or any building or buildings replacing the same together with all fittings fixtures (including floor

coverings) plant machinery and appurtenances thereof and therein contained or if the context so admits any part thereof;

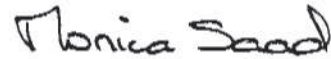
- (c) "corporation" means the body corporate under the name of 'The Proprietors - Unit Plan No. 1738 ';
- (d) "gross floor area" means the sum of the gross areas of the floor or floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building;
- (e) "Lessee" shall -
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy the persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (f) "Minister" means the Territory Minister for the time being administering the Land (Planning and Environment) Act 1991 or any Statute or Ordinance substituted therefor;
- (g) "premises" means the land building and all other improvements on the parcel;
- (h) "Respective Ministers" means any Minister of State of the Commonwealth or any Minister for the Territory;
- (i) "serviced apartment" means a dwelling that is furnished and made available for short term tenancy to persons away from their normal place of residence;
- (j) "Territory" means
 - (i) when used in a geographical sense the Australian Capital Territory; and



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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 (C'th);
- (k) "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;
- (l) "Australian Capital Territory Executive" means the Executive established by section 36 of the Australian Capital Territory (Self-Government) Act 1988 (C'th).

Dated this Sixth day of May 1999



Monica Saad
Delegate of the Minister

Applicant: BRIDGESTAR PTY LIMITED A.C.N. 008 407 869

SIGNED at Canberra in my presence by the said)
Bridgestar Pty Ltd)
by its Attorney Allen Ralph Robinson)
who certifies he has no notice of revocation)
of Power of Attorney MD 111422 under the)
authority of which he has just executed the)
within instrument:-





ROBERT PATRICK MAKKINGA
Justice of the Peace
4 Cuthbertson Cres.
OXLEY A.C.T.

Form 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 1738

Block 18 Section 14 Division of GRIFFITH

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 thirtieth day of November Two thousand and ninety six.
2. The rent reserved by and payable under the lease is Five cents per annum if and when demanded.
3. The Proprietors - Units Plan No. 1738 (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 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 the purpose 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; and
 - (ii) The common property shall only be used for any of the purposes permitted by the lease of any Unit;
 - (c) the building or buildings on the said parcel shall contain not more than fifty one (51) single unit private dwellings including serviced apartments and not more than two (2) units for uses ancillary to residential purposes including serviced apartments;
 - (d) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Territory all buildings or parts of buildings landscaping

 MS

hardstanding car parking and all other improvements on the common property;

- (e) 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;
- (f) That the Corporation shall screen and keep screened all service areas to the satisfaction of the Territory and shall ensure that all plant and machinery contained within the common property is suitably screened from public view;
- (g) If and whenever the Corporation is in breach of the Corporation's obligations to maintain repair and keep in repair the common property the Territory may by notice in writing to the Corporation specifying the repairs and maintenance needed require the Corporation to effect the necessary work in accordance with the notice. If the Territory is of the opinion that a building or some other improvement on the parcel is beyond reasonable repair the Territory may by notice in writing to the Corporation require the Corporation to remove the building or improvement and may require the Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Corporation does not carry out the required work within the time specified by the Territory any person or persons duly authorised by the Territory with such equipment as is necessary may enter upon the parcel and carry out the necessary work and all costs and expenses incurred by the Territory in carrying out the work 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;
- (h) To permit any person or persons authorised by the Territory to enter and inspect the common property at all reasonable times and in any reasonable manner;
- (i) That any extension of the terms of the lease of the common property shall be in accordance with the provisions of the Land (Planning and Environment) Act 1991.

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

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;

MS




- (iii) an authority or person for the time being authorised by the Minister or by law to exercise those powers or functions of the Territory the Commonwealth or the respective Ministers; or
 - (iv) the person to whom the Minister has delegated all his powers or functions under the said Land (Planning and Environment) Act 1991 or any Statute or Ordinance in substitution therefor;
- 5. "Minister" means the Territory Minister for the time being administering the Land (Planning and Environment) Act 1991 or any Statute or Ordinance substituted therefor.
- 6. "the Respective Ministers" means the Minister of State of the Commonwealth or any Minister for the Territory.
- 7. "Territory" means
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th).
- 8. "ancillary" means associated with and directly related to but incidental and subordinate to the predominant use.
- 9. "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.
- 10. "gross floor area" means the sum of the gross areas of the floor or floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building.
- 11. "premises" means the land building and all other improvements on the parcel.
- 12. "serviced apartment" means a dwelling that is furnished and made available for short term tenancy to persons away from their normal place of residence.
- 13. "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.

MS

14. "Australian Capital Territory Executive" means the Executive established by section 36 of the Australian Capital Territory (Self-Government) Act 1988 (C'th).

Dated this.....*Sixth*..... day of.....*May*.....19*99*

Monica Saad

Monica Saad
Delegate of the Minister

Applicant: BRIDGESTAR PTY LIMITED A.C.N. 008 407 869

SIGNED at Canberra in my presence by the said
Bridgestar Pty LTD)
by its Attorney *Allen Ralph Robinson*)
who certifies he has no notice of revocation)
of Power of Attorney MD *111422* under the)
authority of which he has just executed the)
within instrument:-



ROBERT PATRICK MAKKINGA
Justice of the Peace
4 Cuthbertson Cres,
OXLEY A.C.T.



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	50	Block	18	Section	14	Suburb	GRIFFITH
------	----	-------	----	---------	----	--------	----------

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

	No	Yes
1. Have any notices been issued relating to the Crown Lease?	(X)	()
2. Is the Lessor aware of any notice of a breach of the Crown Lease?	(X)	()
3. Has a Certificate of Compliance been issued?	()	()
(N/A ex-Government House)		N/A
Certificate Number: 38818	Dated: 19-DEC-91	

Please Note: Compliance Certificate 38818 (issued 19/12/1991) was issued under a previous Crown Lease. There are no development covenants within the latest Units Plan, therefore a Compliance Certificate is not applicable.

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

Applicant's Name :

Info Track

Date: 15-JUN-26 15:04:25

E-mail Address :

actenquiries@infotrack.com.au

Client Reference :

226/0430 - 197246628



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

15-JUN-2026 15:04

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 3

INFORMATION ABOUT THE PROPERTY

GRIFFITH Section 14/Block 18/Unit 50

Building Class: A

Area(m2): 4,148.3

Unimproved Value: \$10,400,000

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

15-JUN-2026 15:04

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 3

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA985320 **Lodged** 20-OCT-98 **Type** Lease Variation

-- Application Details -----

Description

To amend purpose clause 2 (c) of the Crown Lease to permit the use of the Land for the purpose of:

-Residential, including serviced apartments; and

-Ancillary thereto offices and reception area and dining and conference area.

To amend clause 2 (d) of the Crown Lease so that the Land may contain:

-Not more than 51 single unit private dwellings (including serviced apartments); and

-Not more than two (2) units for use ancillary to those dwellings.

To include definition of the word "ancillary" to conform with the Territory Plan.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Griffith	14	18-18	

-- Involved Parties -----

Role	Name
Applicant	Bridgestar Pty Limited
Lessee	Bridgestar Pty Limited
Contact	Robinson

-- Activities -----

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

Application DA910931 **Lodged** 25-NOV-91 **Type** Single Dwelling

-- Application Details -----

Description

RESIDENTIAL

MULT DWELLING

LANDSCAPING

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Griffith	14	18-18	

-- Involved Parties -----

Role	Name
Applicant	Tubor & Serfy

-- Activities -----

Activity Name	Status
Design & Siting - Multiple Dwl	Approved



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

15-JUN-2026 15:04

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 3

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.

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 -----



Bright&Duggan
Strata Management

ACT | customercare@bright-duggan.com.au | bright-duggan.com.au
PO Box 281, Crows Nest NSW 1585 | P 02 6156 3305
ABN 96 144 703 435

Proudly owned by Bright & Duggan Group, a subsidiary of Johns Lyng Group

23 June 2026

Units Plan No. 1738
Registered for GST

ABN 98 221 550 644

Tax Invoice

Infotrack
GPO Box 4029
SYDNEY NSW 2000

Ref

Re Lot 50 Units Plan No. 1738

Fee 342.00 Paid

Above Fee includes GST

Should you require an updated Certificate or information the cost is \$154.00

We have included the below payment method for settlement payments only. Do not use to pay the certificate fee.

BSB 067-970
StrataPay Ref 158319895

Biller Code 74625
StrataPay Ref 158319895

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

The Owners - Units Plan No. 1738

Unit No: 156 Lot No: 50

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: **1,562**

Total Building Entitlements: **100,000**

Managing Agent

Name and address of manager (if any) appointed under Section 50 is: **Bright & Duggan (ACT) Pty Ltd
PO Box 281
CROWS NEST NSW 1585**

Contact Phone Number: **02 6156 3305**

Corporation's records can be inspected at

Address: **Bright & Duggan (ACT) Pty Ltd
PO Box 281
CROWS NEST NSW 1585**

Contact Phone Number: **02 6156 3305**

Members of Corporation's executive committee

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

Chairperson

Secretary

Treasurer

Committee

Anthony Visentin

134 Clive Steele Avenue
MONASH ACT 2904

Ralph Hunt

711/19 Marcus Clarke Street
CITY ACT 2601

Greg J Clark

25 Olympus Way
LYONS ACT 2606

David Barker

63 Blizzard Circuit
FORDE ACT 2914

Martha Maya Vitali

2/11 Joy Cummings Place
BELCONNEN ACT 2617

UNIT TITLE SALE CERTIFICATE**Section 119 (1) (a)****Units Plan No. 1738 - Unit 156****Funds Details****Contributions payable to Administration Fund:**Total amount last determined with respect of the unit **\$5,326.44**Number of instalments payable **4****Instalment Details:-**

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/01/26 to 31/03/26	1,331.61	01/01/26	16/03/26	0.00	01/01/26
01/04/26 to 30/06/26	1,331.61	01/04/26	16/03/26	0.00	01/04/26
01/07/26 to 30/09/26	1,331.61	01/07/26		0.00	01/07/26
01/10/26 to 31/12/26	1,331.61	01/10/26		0.00	01/10/26

Amount (if any) outstanding (credit shown with -) **\$1,159.79**Paid to **30/06/26****Special contributions payable to Administration Fund:**

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By
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Amount (if any) outstanding (credit shown with -) **Nil****Contributions payable to Sinking Fund:**Total amount last determined with respect of the unit **\$343.64**Number of instalments payable **4****Instalment Details:-**

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/01/26 to 31/03/26	85.91	01/01/26	16/03/26	0.00	01/01/26
01/04/26 to 30/06/26	85.91	01/04/26	16/03/26	0.00	01/04/26
01/07/26 to 30/09/26	85.91	01/07/26		0.00	01/07/26
01/10/26 to 31/12/26	85.91	01/10/26		0.00	01/10/26

Amount (if any) outstanding (credit shown with -) **\$85.91**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. 1738 - Unit 156****Other amounts owing**Rate of interest payable **10.00** per cent

Purpose

Fund

Interest Owing

\$15.68

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 -):

(\$156.14)**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 Unit Underwriters	06S8732162	27,160,000.00	31/03/27	07/04/26	51,673.61
<i>PUBLIC LIABILITY</i> Strata Unit Underwriters	06S8732162	50,000,000.00	31/03/27	07/04/26	Included
<i>COMMON AREA CONTENTS</i> Strata Unit Underwriters	06S8732162	271,600.00	31/03/27	07/04/26	Included
<i>LOSS OF RENT</i> Strata Unit Underwriters	06S8732162	4,114,740.00	31/03/27	07/04/26	Included
<i>FIDELITY GUARANTEE</i> Strata Unit Underwriters	06S8732162	100,000.00	31/03/27	07/04/26	Included
<i>VOLUNTARY WORKERS</i> Strata Unit Underwriters	06S8732162	2,000/200,000	31/03/27	07/04/26	Included
<i>OFFICE BEARERS</i> Strata Unit Underwriters	06S8732162	500,000.00	31/03/27	07/04/26	Included
<i>MACHINERY BREAKDOWN</i> Strata Unit Underwriters	06S8732162	100,000.00	31/03/27	07/04/26	Included
<i>CATASTROPHE</i> Strata Unit Underwriters	06S8732162	4,114,740.00	31/03/27	07/04/26	Included
<i>GOVERNMENT AUDIT COS</i> Strata Unit Underwriters	06S8732162	25,000.00	31/03/27	07/04/26	Included
<i>WH&S APPEAL EXPENSES</i> Strata Unit Underwriters	06S8732162	100,000.00	31/03/27	07/04/26	Included
<i>LEGAL EXPENSES</i> Strata Unit Underwriters	06S8732162	50,000.00	31/03/27	07/04/26	Included
<i>LOT OWNERS IMPROVEME</i> Strata Unit Underwriters	06S8732162	250,000.00	31/03/27	07/04/26	Included
<i>FLOATING FLOORS</i> Strata Unit Underwriters	06S8732162	Insured	31/03/27	07/04/26	Included
<i>GLASS</i> Strata Unit Underwriters	06S8732162	Insured	31/03/27	07/04/26	Included
<i>THEFT</i> Strata Unit Underwriters	06S8732162	Insured	31/03/27	07/04/26	Included

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 1738 - Unit 156

Fund Balances

Balances as at: 23 June 2026

Administrative Fund	-168,746.54
Sinking Fund	697,256.63

Developer Control Period

Developer Control Period Expiry Date:

Borrowed Money

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

Sustainability Infrastructure

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

Crown Lease Extension Application

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

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 1738 - Unit 156

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.

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

(ii) The name of the embedded network provider



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 the express permission of the Owners 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).

Note An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see Legislation Act, s 126 and s 132).

- (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

- (1) For the attaching of the seal of the Owners Corporation to a document to be effective—
 - (a) the seal must be attached by decision of the Executive Committee; and
Note - Executive Committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the Committee (see Unit Titles Act 2001, s 88).
 - (b) the seal must be attached in the presence of two (2) Executive members; and
 - (c) the Executive members witnessing the attaching of the seal must sign the document as witnesses.
- (2) Managing agent may affix seal -
 - (a) The common seal may be affixed to reduced quorum meeting notices and certificates under Section 119 of the Act by the managing agent of the Owners Corporation without following the procedure in Rule 11.1

12

Recovery of Legal Fees

- (1) If an Owners 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 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, without a majority vote from a Special General Meeting.

13

House Rules

Please see the attached

CERTIFICATE OF CURRENCY



To whom it may concern,

Strata Unit Underwriting Pty Ltd ABN 30 089 201 534 is a Corporate Authorised Representative (No. 1315935) of Austagencies Pty Ltd ABN 76 006 090 464 AFSL 244584
Level 14/141 Walker Street, North Sydney, New South Wales 2060
info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

Date: 31/03/2026
Reference No: DOC0001388189

This policy referred to is current at the date of issue of this certificate and whilst a due date has been indicated, it should be noted that the policy may be cancelled in the future. Accordingly, reliance should not be placed on the expiry date. This is to certify cover has been granted in terms of the Insurers Standard Policy, a copy of which is available on request. This certificate is not a substitute for the Policy of Insurance issued to you. The Policy, not this certificate, details your rights and obligations and the extents of your insurance cover.

Insured: UP1738
Type of Insurance: Residential Strata

Policy Number: 06S8732162
Period of Insurance: From 4:00PM 31/03/2026
To 4:00PM 31/03/2027

OVERVIEW

Insured:	UP1738	
Situation:	11 GILES STREET, GRIFFITH ACT 2603	
Section 1:	Building including common contents	\$27,431,600
	Loss of Rent/Temporary Accommodation (15%)	\$4,114,740
	Catastrophe or Emergency (15%)	\$4,114,740
	Additional Loss of Rent/Temporary Accommodation	Not included
	Additional Catastrophe or Emergency	Not included
	Floating Floors	Included
	Flood	Not included
Section 2:	Glass	Automatically Included
Section 3:	Theft	Automatically Included
Section 4:	Liability	\$ 50,000,000
Section 5:	Fidelity Guarantee	\$100,000
Section 6:	Office Bearers Liability	\$ 500,000
Section 7:	Voluntary Workers (Weekly/Capital Benefit)	\$2,000/\$200,000
Section 8:	Government Audit Costs	\$25,000
Section 9:	Legal Expenses	\$50,000
Section 10:	Workplace, Health and Safety Breaches	\$100,000
Section 11:	Machinery Breakdown	\$100,000
Section 12:	Lot Owners Improvements (Per Lot)	\$250,000

CERTIFICATE OF CURRENCY



Policy Number: 06S8732162

Insured: UP1738

EXCESSES

Section 1 - Building including Common Contents

\$2,000.00 all claims + as per policy wording

Section 2 - Glass

\$2,000.00 all claims

Section 3 - Theft

\$2,000.00 all claims

Section 4 - Liability

\$2,500.00 all claims resulting directly or indirectly from machinery utilised for parking or manoeuvring motor vehicles

Section 11 - Machinery Breakdown

\$5,000.00 all claims to all machinery utilised for parking or manoeuvring motor vehicles

\$2,000.00 all other claims

SPECIAL TERMS/CONDITIONS

Machinery Breakdown - Blanket Cover excluding Chillers & Lifts

Machinery Breakdown cover includes all electrical and mechanical plant and equipment at the situation but excludes:

1. centrifugal chillers
2. lifts not having in force at all times a full maintenance agreement including parts & labour.

CERTIFICATE OF CURRENCY



IMPORTANT NOTICES

It is important to read and consider the Product Disclosure Statement when deciding whether to purchase this insurance. You should consider whether this product is appropriate for your financial circumstances, objectives and needs. After reading this notice if any matter relating to your policy is unclear to you or you have any questions at all in relation to the insurance, please contact us for an answer or explanation as soon as possible.

This policy is issued by Strata Unit Underwriting Pty Ltd (ABN 30 089 201 534) (SUU) as an Authorised Representative (AR 1315935) of Austagencies Pty Ltd (ABN 76 006 090 464, AFSL 244584) (Austagencies). SUU have binding authority from CGU Australia Pty Ltd trading as CGU Insurance (ABN 62 004 478 960, AFSL 700014) and is an agent of the Insurer and not the Insured.

Clients who are not fully satisfied with our services should contact our Internal Disputes Resolution Officer. Austagencies also subscribes to the Australian Financial Complaints Authority, a free customer service. Further information is available within the Product Disclosure Statement (PDS) or via our website.

Please review the sums insured as noted on your Quotation or Policy Schedule to ensure they are up-to-date and take into account your objectives, financial situation, needs and requirements of any relevant legislation.

When answering our questions you must be honest, as the answers will form the basis of our decision to insure you. Your answers apply to you and to anyone else that may be insured under the policy. If you have not answered our questions in this way, we may reduce or refuse to pay a claim, or cancel the policy.

GENERAL ADVICE WARNING

The general advice provided has not taken into account your objectives, financial situation or needs. You must therefore assess whether it is appropriate, in the light of your own individual objectives, financial situation or needs, to act upon this advice.

Insurance Valuation Report

For

Medina Classic

11 Giles Street, Kingston ACT 2603

Scheme Number: 1738



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 224844

18 July 2025

Professional Indemnity Insurance Policy Number 1411189338PLP

PO Box 1280,
Beenleigh QLD 4207

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

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

REPORT CONTENTS

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

SECTION 1 – INSURANCE VALUATION SUMMARY

1.1 Purpose of Report

We have been instructed by the Body Corporate to provide a building replacement valuation report that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at **11 Giles Street, Kingston ACT 2603**.

1.2 Property Address

The property is situated at **11 Giles Street, Kingston ACT 2603**.

1.3 Description of Building

The property comprises total fifty-two residential apartments in a three-storey building complex with allocated secure car parking spaces at one level of basement. Access to upper floor is by internal stairwell and one passenger lift. Common property includes communal area, amenities, one outdoor swimming pool, one indoor swimming pool, gym room, BBQ facilities, sauna room, 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 Medina Classic.

1.5 Replacement Value

Recommended Insured Value: \$27,160,000 (Inc GST)

1.6 Inspector Details

Inspector Number

101



Signed for and on behalf of QIA Group Pty Ltd

SECTION 2 – INSURANCE VALUATION REPORT

2.1 Recommended Insured Value

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

2.2 Loss of Revenue

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

2.3 Current Trends

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

2.4 Periodic Reviews

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

2.5 Elements used in the Calculated Value of the Building Replacement

The calculated value of the building comprises of several elements:

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

2.6 Valuation

Replacement Building and Improvements Cost: \$20,920,000

Allowance for Cost Escalation:

Design and Documentation:	6 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	18 Months

Calculated at 6% over the period \$1,885,000

Progressive Subtotal: \$22,805,000

Professional Fees: \$1,825,000

Progressive Subtotal: \$24,630,000

Removal of Debris: \$1,050,000

Progressive Subtotal: \$25,680,000

Cost Escalation for Insurance Policy Lapse Period: \$1,480,000

Progressive Subtotal: \$27,160,000

Recommended Insured Value: \$27,160,000 (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: Face brick.

3.4.1.3 *ROOF STRUCTURE*

ROOF CONSTRUCTION: Steel/Timber framed gable roof.

ROOFING: Profiled metal sheet roofing.

3.4.1.4 *DRIVEWAY STRUCTURE*

DRIVEWAY CONSTRUCTION: Concrete & Bitumen.

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 rationalisation or modernisation of 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





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Minutes of

Strata Committee Meeting

To The Owners of Unit Plan No 1738
11 Giles Street, KINGSTON, ACT, 2604



Meeting Date:	Thursday 27 March 2025
Address:	Online only
Present:	Mr David Barker (Lot 30) Electronic vote
In attendance:	Tristan Veurink Bright & Duggan

1. Insurance Renewal

That the Strata Committee resolves, pursuant to Section 100 of the Unit Titles (Management) Act 2011, to enter into a contract of insurance to insure and keep insured, the building if it is destroyed or damaged by any occurrence specified in the policy. Further, in accordance with the resolution passed at the last Annual General Meeting, the Strata Committee for 1738 ADINA KINGSTON approve to renew the insurance period 31st of March 2025 to 31st of March 2026 with one (1) of the following alternatives as per the renewal documentation attached to this notice. The first alternative policy terms are those as recommended by the insurance broker.

Please Note: To ensure the Scheme remains insured at all times and following advice from the appointed Broker, unless instructed otherwise prior to 10:00am on 27th of March 2025 we will process the renewal with the recommended insurer Longitude Insurance for the premium of \$65,559.26 including GST.

Due to the time restrictions and importance of having the Scheme correctly covered by insurance, the insurance policy will be renewed with the recommended insurer prior to the expiry date if a Committee resolution has not been reached, the motion is Defeated or Lost & no other written instructions have been provided by the Committee.

Please see the summary table below and refer to the Broker's Advice for a detailed analysis:

Insurer	Building Sum Insured	Property Excess	Total Insurance Costs Payable
Longitude Insurance	\$ 25,327,816	\$ 2,000	\$ 65,559.26
CHU Underwriting Agencies	\$ 25,327,816	\$ 2,000	\$ 125,112.76
Axis Underwriting Services	Declined to provide a quotation due to the open claim		
QUS	Declined to provide a quotation as this risk falls outside of their underwriting guidelines as the building(s) sum insured exceeds their maximum limit for that location and risks used primarily for short term/holiday rental are a decline		
Insurance Investment Solutions	Approached, however did not provide a response If CIB receives a response from the insurer, we will provide an update your Strata Manager		
Strata Community Insurance			
Strata Unit Underwriters			

In line with the Strata Community Association Best Practice Guide on Insurance Disclosure, developed based on Strata insurance renewals: standard practice, Trowbridge, John. (2022) Independent Review of Strata Insurance Practices – Phase 1, we advise the following in relation to the total Insurance Premium payable.

INSURANCE DISCLOSURES AND PREMIUM BREAKDOWN

	Current Insurance Costs	Longitude Insurance	CHU Underwriting Agencies
Building Sum Insured	\$ 24,121,730	\$ 25,327,816	\$ 25,327,816
Base Premium (includes commission if applicable)	\$ 0.00	\$ 55,256.37	\$ 109,520.92
ESL or FSL* (Government Levies)	\$ 0.00	\$ 0.00	\$ 0.00
Stamp Duty	\$ 0.00	\$ 0.00	\$ 0.00
Underwriting Agency Fee	\$ 0.00	\$ 475.00	\$ 350.00
Broker Fee	\$ 0.00	\$ 3,867.95	\$ 3,867.95
GST** All Items	\$ 0.00	\$ 5,959.94	\$ 11,373.89
Total Insurance Cost** (Incl GST)	\$ 0.00	\$ 65,559.26	\$ 125,112.76
Commission ** (Included in Base Premium)	\$ 0.00	\$ 11,051.27	\$ 21,904.19
Allocation of remuneration			
Strata Manager** (ex GST)	\$ 0.00	\$ 10,498.71	\$ 20,808.98
Broker** (ex GST)	\$ 0.00	\$ 4,420.51	\$ 4,963.16
Conflicts of Interest	Collective Insurance Brokers Pty Ltd (CIB) and your Strata Management Company (where applicable if acting as an Authorised Representative / Distributor of CIB), manage our fiduciary obligations and any conflict of interest that may arise, by acting in the insured's best interest at all times. As a member of the National Insurance Brokers Association, we adhere to their Code of Conduct, and we are licensed and regulated by the Australian Securities and Investments Commission. Important information about CIB and how we conduct our business with your Strata Management Company, are contained within the Financial Services Guide (FSG), provided with this report.		
Best Interest Declaration	In preparing this broker advice, Collective Insurance Brokers and your strata management company (where applicable) have acted in the best interest of the insured at all times. Jason Starr-Thomas – EGM CIB and Responsible Officer of Collective Insurance Brokers Pty Ltd		
Total Insurance Remuneration** (ex GST)	\$ 0.00	\$ 14,919.22	\$ 25,772.14

*ESL - Emergency Services Levy, FSL - Fire Services Levy, GST - Goods & Services Tax

** Please note the final insurance costs payable may be subject to minor rounding variances of up to \$1.00. This variance is due to standard rounding processes applied during the calculations for GST, Fees and Government Duties.

1.1 Insurance Renewal Insurer Alternative 1

That the Strata Committee acknowledges receipt of the Insurance Renewal Submission from the appointed Insurance Broker and the attached Financial Services Guide, and under the authority of the relevant legislation, the Strata Committee for 1738 ADINA KINGSTON approve the recommended insurer **Longitude Insurance with a total premium payable of \$65,559.26 including GST.**

Motion LOST.

VOTES

FOR : 0

AGAINST: 0

ABSTAINED: 0

1 invalid vote(s) - Non-financial

1.2 Insurance Renewal Insurer Alternative 2

Lost that the Strata Committee acknowledges receipt of the Insurance Renewal Submission from the appointed Insurance Broker and the attached Financial Services Guide, and under the authority of the relevant legislation, the Strata Committee for 1738 ADINA KINGSTON approve the insurer **CHU Underwriting Agencies with a total premium payable of \$125,112.76 including GST.**

Motion LOST.

VOTES

FOR : 0

AGAINST: 0

ABSTAINED: 0

1 invalid vote(s) - Non-financial

Bright & Duggan Pty Ltd
Managing Agents for Unit Plan No 1738

bright & duggan



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Minutes of

Annual General Meeting

To The Owners of Unit Plan No 1738

11 Giles Street, KINGSTON, ACT, 2604



Meeting Date:	Monday 16 June 2025
Time:	05:00 PM
Address:	11 Giles Street, KINGSTON, ACT, 2604
Present:	Barbara Banvill (Lot 45) James Fox (Lot 18) Ralph Hunt (Lot 4 & Lot 23) David Barker (Lot 30) Greg Clark (Lot 9) Anthony Visentin (Lot 2) Catherine Frances White (Lot 44) Phillip Andrew (Lot 46) Tamika Underwood (Lot 26) Jay Hore (Adina) Emma Soutter (Adina) Torsten Bursell (Adina) Lauren Pearson (Adina) Tristan Veurink (Bright & Duggan)
By proxy:	Nil
Quorum:	Reduced Quorum

Motions

1. Election of Chair

Mr R Hunt was elected chairperson for the meeting.

2. Acceptance of Proxies

There were no proxy votes received for the meeting.

3. Minutes

That the minutes of the last general meeting of the owners corporation be adopted as a true and accurate record of the proceedings of that meeting.

Motion CARRIED.

VOTES	FOR : 10	AGAINST: 0	ABSTAINED: 0
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4. Financial Statements

That the attached statements of key financial information for the financial year ending on 31/10/24 for the administrative fund, the sinking fund and any other fund held by the owners corporation, be adopted.

Motion CARRIED.

VOTES	FOR : 10	AGAINST: 0	ABSTAINED: 0
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5. Financial Audit

That the financial statements be audited.

Motion CARRIED.

VOTES	FOR : 10	AGAINST: 0	ABSTAINED: 0
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6. Invest Sinking Fund

That the Owners Corporations for Units Plan 1738 authorises the Executive Committee for Units Plan 1738 to invest an appropriate portion of Sinking Fund money into a term deposit account at the best daily interest rate available at the time of the investment.

Motion CARRIED.

VOTES	FOR : 10	AGAINST: 0	ABSTAINED: 0
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7. Insurance Certificate

That the current insurance of the owners corporation, as detailed in the below table, be confirmed.

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
LNG-STR-20077764	Longitude Insurance	31 Mar 2026	BUILDING	\$24,121,730.00
			PUBLIC LIABILITY	\$50,000,000.00
			COMMON AREA CONTENTS	\$241,218.00
			LOSS OF RENT	\$3,618,259.00
			FIDELITY GUARANTEE	\$100,000.00
			VOLUNTARY WORKERS	Insured
			OFFICE BEARERS	\$500,000.00
			MACHINERY BREAKDOWN	\$100,000.00
			CATASTROPHE	15% of Building
			GOVERNMENT AUDIT COS	\$30,000.00
			WH&S APPEAL EXPENSES	\$150,000.00
			LEGAL EXPENSES	\$50,000.00
			LOT OWNERS IMPROVEME	\$300,000.00
			FLOATING FLOORS	Insured
			PAINT / WALLPAPER	Insured

7.1 – It was agreed we obtain a valuation for insurance replacement purposes.

8. Insurance Renewal

That the Owners Corporation resolves to make arrangements in respect of insurances:

1. Delegate to the Committee to consider whether to vary or extend any insurances;
2. Empower the Committee to select and appoint an insurer;
3. Delegate to the Strata Manager any functions pursuant to the Strata Management Agreement (additional services schedule where applicable) to undertake any of the above.

Motion CARRIED.

VOTES

FOR : 10

AGAINST: 0

ABSTAINED: 0

9. Insurance Claims - Acknowledgement

At the time of this notice the Owners Corporation of 1738 have no new or outstanding Insurance Claims.

10. Maintenance Issues - Acknowledgement

At the time of this notice the Owners Corporation of Unit Plan 1738 have no new or outstanding maintenance issue that have not been actioned.

11. Sinking Fund Plan

That the Owners Corporation for Units Plan 1738 resolves to adopt the enclosed sinking fund plan.

Motion CARRIED.

VOTES FOR : 10 AGAINST: 0 ABSTAINED: 0

12. Administrative Fund Expenditure Budget

That the proposed Administrative Fund Expenditure Budget of \$270,631 be accepted.

Motion CARRIED.

VOTES FOR : 10 AGAINST: 0 ABSTAINED: 0

13. Sinking Fund Expenditure Budget

That the proposed Sinking Fund Expenditure Budget \$222,000 be accepted.

Motion CARRIED.

VOTES FOR : 10 AGAINST: 0 ABSTAINED: 0

14. Levy Contributions

That the Owners Corporation for Units Plan 1738 determines an Administrative Fund Contribution of \$129,691.50 + GST and a Sinking Fund Contribution of \$20,000.00 + GST.

Levy Status	Period From	Period To	Due	Admin Fund	Per Lot Ent. Admin	Sinking Fund	Per Lot Ent. Sinking
	1/07/2025	30/09/2025	1/07/2025	\$64,845.75	\$0.64846	\$10,000.00	\$0.10000
	1/10/2025	31/12/2025	1/10/2025	\$64,845.75	\$0.64846	\$10,000.00	\$0.10000
Total				\$129,691.50	\$2.59383	\$20,000.00	\$0.40000

Motion CARRIED.

VOTES FOR : 10 AGAINST: 0 ABSTAINED: 0

15. Payment Plan for Levy Arrears

That the Owners – Units Plan 1738 to agree to allow payment plans to be made with lot owners for matters involving arrears of unpaid contributions/levies or other amounts including interest/penalties, legal and other costs/expenses thereon and to delegate to the strata manager and/or the Executive Committee in their absolute discretion the ability to enter into, arrange and monitor each such payment plan.

Motion CARRIED.

VOTES FOR : 10 AGAINST: 0 ABSTAINED: 0

16. Debt Collection

That the Owners Corporations for Units Plan 1738 for the purpose of collecting levy contributions to authorise the Strata Manager and/or the Executive Committee to do any one or more of the following:

- a. To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs.
- b. To obtain legal advice and retain representation by engaging the services of a solicitor in consultation with the Executive Committee on behalf of The Owners Corporation – Units Plan No 1738;
- c. To issue demands, commence, pursue, continue, maintain, or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs and matters arising out of the by-laws.
- d. Enter and enforce any judgment obtained in the collection of levy contributions including issuing orders for seizure and sale (personal and real property), redirection orders, enforcement hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings.
- e. Filing an appeal or defending an appeal against any judgment or matter concerning the collection of levy contributions; and
- f. Liaise, instruct, and prepare all matters with the Owners Corporation's debt collection agents, lawyers, and experts in relation to any levy recovery proceedings

Motion CARRIED.

VOTES

FOR : 10

AGAINST: 0

ABSTAINED: 0

17. Election of Executive Committee

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

- Ralph Hunt
- David Barker
- Greg Clark
- Anthony Visentin
- Tamika Underwood
- 1 x Casual Vacancy

Motion CARRIED.

VOTES

FOR : 10

AGAINST: 0

ABSTAINED: 0

18. General Business

18.1 – It was agreed we proceed with the proposed bollard installation to the street verge.

There being no further business the meeting closed at 5:39pm.

Bright & Duggan Pty Ltd

Managing Agents for Unit Plan No 1738

bright & duggan



australia's strata leader

Minutes of

Annual General Meeting

To The Owners of Unit Plan No 1738

11 Giles Street, KINGSTON, ACT, 2604



Meeting Date:	Tuesday 9 December 2025
Time:	05:30 PM
Address:	11 Giles Street, Kingston, ACT, 2604
Present:	B Banvill (Lot 45) R Hunt (Lot 4 & Lot 23) D Barker (Lot 30) G Clark (Lot 9) A Visentin (Lot 2) P Andrew (Lot 46) M Vitali (Lot 14) J Hore (Adina) E Soutter (Adina) A Kropachev (Adina) J Sutcliffe (Adina) T Veurink (Bright & Duggan)
By proxy:	Nil
Pre-voters:	J Kreitals (Lot 5) J Fox (Lot 18) T Underwood (Lot 26) K Vorster & C Severn-Ellis (Lot 29) L McWilliams (Lot 39) Veramaur Pty Ltd (Lots 33 & 50)
Quorum:	Reduced Quorum

Motions

1. Election of Chair

R Hunt was elected chairperson for the meeting.

2. Acceptance of Proxies

The meeting accepted the proxy and absentee votes.

3. Minutes

MOTION 1

That the minutes of the last general meeting of the owners corporation be adopted as a true and accurate record of the proceedings of that meeting.

Motion CARRIED.

VOTES	FOR : 13	AGAINST: 0	ABSTAINED: 1
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4. Financial Statements

MOTION 2

That the attached statements of key financial information for the financial year ending on 31/10/25 for the administrative fund, the sinking fund and any other fund held by the owners corporation, be adopted.

4.1 – The financial audit completed for the 2024-2025 financial year identified an admin fund deficit. It was agreed that a combination of an inflated admin fund contribution budget and allocation of future expenses to the sinking fund would gradually reduce the deficit.

Motion CARRIED.

VOTES	FOR : 13	AGAINST: 0	ABSTAINED: 1
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5. Financial Audit

MOTION 3

That the financial statements be audited.

Motion CARRIED.

VOTES	FOR : 14	AGAINST: 0	ABSTAINED: 0
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6. Invest Sinking Fund

MOTION 4

That the Owners Corporations for Units Plan 1738 authorises the Executive Committee for Units Plan 1738 to invest an appropriate portion of Sinking Fund money into a term deposit account at the best daily interest rate available at the time of the investment.

Motion CARRIED.

VOTES

FOR : 14

AGAINST: 0

ABSTAINED: 0

7. Insurance Certificate

That the current insurance of the owners corporation, as detailed in the below table, be confirmed.

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
LNG-STR-20077764	Longitude Insurance	31 Mar 2026	BUILDING	\$27,160,000.00
			PUBLIC LIABILITY	\$50,000,000.00
			COMMON AREA CONTENTS	\$271,600.00
			LOSS OF RENT	\$4,074,000.00
			FIDELITY GUARANTEE	\$100,000.00
			VOLUNTARY WORKERS	Insured
			OFFICE BEARERS	\$500,000.00
			MACHINERY BREAKDOWN	\$100,000.00
			CATASTROPHE	\$4,074,000.00
			GOVERNMENT AUDIT COS	\$30,000.00
			WH&S APPEAL EXPENSES	\$150,000.00
			LEGAL EXPENSES	\$50,000.00
			LOT OWNERS IMPROVEME	\$300,000.00
			FLOATING FLOORS	Insured
			PAINT / WALLPAPER	Insured
TOTAL PREMIUM: \$68,835.77				

Excess Refer to policy.

8. Insurance Renewal

MOTION 5

That the current insurance coverage be confirmed and that the Committee be authorised to approve the premium on renewal when due.

Basic Excess	\$2,000.00
Date of renewal	31/03/2026

AND further, That the Owners Corporation resolves to provide approval for the informed consent for the Insurance Broker and the authorised representative to receive commission on the policy (if applicable) & allows to obtain quotations from insurers including commission in relation to the placement, renewal, and variation of the strata insurance policy for 1738 ADINA KINGSTON. further details about informed consent are outlined within the explanatory material.

Motion CARRIED.

VOTES FOR : 14 AGAINST: 0 ABSTAINED: 0

9. Insurance Claims - Acknowledgement

At the time of this notice the Owners Corporation of 1738 have no new or outstanding Insurance Claims.

10. Maintenance Issues - Acknowledgement

At the time of this notice the Owners Corporation of Unit Plan 1738 have no new or outstanding maintenance issue that have not been actioned.

11. Administrative Fund Expenditure Budget

MOTION 6

That the proposed Administrative Fund Expenditure Budget of \$287,768.00 be accepted.

Motion CARRIED.

VOTES FOR : 14 AGAINST: 0 ABSTAINED: 0

12. Sinking Fund Expenditure Budget

MOTION 7

That the proposed Sinking Fund Expenditure Budget \$118,200.00 be accepted.

Motion CARRIED.

VOTES FOR : 14 AGAINST: 0 ABSTAINED: 0

13. Sinking Fund Plan

MOTION 8

That the Owners Corporation resolves to agree to the amendment of the sinking fund plan to reflect projected spending in the Corporation's 2026 financial year.

Motion CARRIED.

VOTES

FOR : 14

AGAINST: 0

ABSTAINED: 0

14. Levy Contributions

MOTION 9

That the Owners Corporation for Units Plan 1738 determines an Administrative Fund Contribution of \$310,000.00 + GST and a Sinking Fund Contribution of \$20,000.00 + GST

Levy Status	Period From	Period To	Due	Admin Fund	Per Lot Ent. Admin	Sinking Fund	Per Lot Ent. Sinking
	1/01/2026	31/03/2026	1/01/2026	\$77,500.00	\$0.77500	\$5,000.00	\$0.05000
	1/04/2026	30/06/2026	1/04/2026	\$77,500.00	\$0.77500	\$5,000.00	\$0.05000
	1/07/2026	30/09/2026	1/07/2026	\$77,500.00	\$0.77500	\$5,000.00	\$0.05000
	1/10/2026	31/12/2026	1/10/2026	\$77,500.00	\$0.77500	\$5,000.00	\$0.05000
Total				\$310,000.00	\$3.10000	\$20,000.00	\$0.20000

Motion CARRIED.

VOTES

FOR : 14

AGAINST: 0

ABSTAINED: 0

15. Payment Plan for Levy Arrears

MOTION 10

That the Owners – Units Plan 1738 to agree to allow payment plans to be made with lot owners for matters involving arrears of unpaid contributions/levies or other amounts including interest/penalties, legal and other costs/expenses thereon under the instruction of the Executive Committee.

Motion CARRIED.

VOTES

FOR : 14

AGAINST: 0

ABSTAINED: 0

16. Debt Collection

MOTION 11

That the Owners Corporations for Units Plan 1738 for the purpose of collecting levy contributions to authorise the Strata Manager and/or the Executive Committee to do any one or more of the following:

- To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs.
- To obtain legal advice and retain representation by engaging the services of o on behalf of The Owners Corporation – Units Plan No 1738;
- To issue demands, commence, pursue, continue, maintain, or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs and matters arising out of the by-laws.
- Enter and enforce any judgment obtained in the collection of levy contributions including issuing orders for seizure and sale (personal and real property), redirection orders, enforcement hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings.
- Filing an appeal or defending an appeal against any judgment or matter concerning the collection of levy contributions; and
- Liaise, instruct, and prepare all matters with the Owners Corporation's debt collection agents, lawyers, and experts in relation to any levy recovery proceedings

Motion CARRIED.

VOTES

FOR : 13

AGAINST: 0

ABSTAINED: 1

17. Election of Executive Committee

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

- R Hunt (Lot 4)
- D Barker (Lot 30)
- G Clark (Lot 9)
- A Visentin (Lot 2)
- M Vitali (Lot 14)
- 2 x Casual Vacancies

Motion CARRIED.

VOTES

FOR : 14

AGAINST: 0

ABSTAINED: 0

18. Medina Property Services - Management Agreement (Special Resolution)

MOTION 12

That the Owners Corporation resolves to enter into an agreement with Medina Property Services for the management of the Common Property in accordance with the terms of the Agreement attached to this Agenda.

Motion CARRIED.

VOTES

FOR : 13

AGAINST: 1

ABSTAINED: 0

19. General Business

19.1 – TFE agreed to provide additional information to support their proposal for the renewal of sub-leases. We shall then coordinate with TFE to convene a virtual meeting to discuss the proposal in order to reach a consensus. TFE shall then negotiate directly with each participating lot owner to execute the new sub-leases.

There being no further business the meeting closed at 6:26pm.

**Bright & Duggan Pty Ltd
Managing Agents for Unit Plan No 1738**

bright & duggan



australia's strata leader

Minutes of

Annual General Meeting

To The Owners of Unit Plan No 1738

11 Giles Street, KINGSTON, ACT, 2604



Meeting Date:	Tuesday 9 December 2025
Time:	05:30 PM
Address:	11 Giles Street, Kingston, ACT, 2604
Present:	B Banvill (Lot 45) R Hunt (Lot 4 & Lot 23) D Barker (Lot 30) G Clark (Lot 9) A Visentin (Lot 2) P Andrew (Lot 46) M Vitali (Lot 14) J Hore (Adina) E Soutter (Adina) A Kropachev (Adina) J Sutcliffe (Adina) T Veurink (Bright & Duggan)
By proxy:	Nil
Pre-voters:	J Kreitals (Lot 5) J Fox (Lot 18) T Underwood (Lot 26) K Vorster & C Severn-Ellis (Lot 29) L McWilliams (Lot 39) Veramaur Pty Ltd (Lots 33 & 50)
Quorum:	Reduced Quorum

Motions

1. Election of Chair

R Hunt was elected chairperson for the meeting.

2. Acceptance of Proxies

The meeting accepted the proxy and absentee votes.

3. Minutes

MOTION 1

That the minutes of the last general meeting of the owners corporation be adopted as a true and accurate record of the proceedings of that meeting.

Motion CARRIED.

VOTES	FOR : 13	AGAINST: 0	ABSTAINED: 1
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4. Financial Statements

MOTION 2

That the attached statements of key financial information for the financial year ending on 31/10/25 for the administrative fund, the sinking fund and any other fund held by the owners corporation, be adopted.

4.1 – The financial audit completed for the 2024-2025 financial year identified an admin fund deficit. It was agreed that a combination of an inflated admin fund contribution budget and allocation of future expenses to the sinking fund would gradually reduce the deficit.

Motion CARRIED.

VOTES	FOR : 13	AGAINST: 0	ABSTAINED: 1
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5. Financial Audit

MOTION 3

That the financial statements be audited.

Motion CARRIED.

VOTES	FOR : 14	AGAINST: 0	ABSTAINED: 0
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6. Invest Sinking Fund

MOTION 4

That the Owners Corporations for Units Plan 1738 authorises the Executive Committee for Units Plan 1738 to invest an appropriate portion of Sinking Fund money into a term deposit account at the best daily interest rate available at the time of the investment.

Motion CARRIED.

VOTES

FOR : 14

AGAINST: 0

ABSTAINED: 0

7. Insurance Certificate

That the current insurance of the owners corporation, as detailed in the below table, be confirmed.

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
LNG-STR-20077764	Longitude Insurance	31 Mar 2026	BUILDING	\$27,160,000.00
			PUBLIC LIABILITY	\$50,000,000.00
			COMMON AREA CONTENTS	\$271,600.00
			LOSS OF RENT	\$4,074,000.00
			FIDELITY GUARANTEE	\$100,000.00
			VOLUNTARY WORKERS	Insured
			OFFICE BEARERS	\$500,000.00
			MACHINERY BREAKDOWN	\$100,000.00
			CATASTROPHE	\$4,074,000.00
			GOVERNMENT AUDIT COS	\$30,000.00
			WH&S APPEAL EXPENSES	\$150,000.00
			LEGAL EXPENSES	\$50,000.00
			LOT OWNERS IMPROVEME	\$300,000.00
			FLOATING FLOORS	Insured
			PAINT / WALLPAPER	Insured
TOTAL PREMIUM: \$68,835.77				

Excess Refer to policy.

8. Insurance Renewal

MOTION 5

That the current insurance coverage be confirmed and that the Committee be authorised to approve the premium on renewal when due.

Basic Excess	\$2,000.00
Date of renewal	31/03/2026

AND further, That the Owners Corporation resolves to provide approval for the informed consent for the Insurance Broker and the authorised representative to receive commission on the policy (if applicable) & allows to obtain quotations from insurers including commission in relation to the placement, renewal, and variation of the strata insurance policy for 1738 ADINA KINGSTON. further details about informed consent are outlined within the explanatory material.

Motion CARRIED.

VOTES FOR : 14 AGAINST: 0 ABSTAINED: 0

9. Insurance Claims - Acknowledgement

At the time of this notice the Owners Corporation of 1738 have no new or outstanding Insurance Claims.

10. Maintenance Issues - Acknowledgement

At the time of this notice the Owners Corporation of Unit Plan 1738 have no new or outstanding maintenance issue that have not been actioned.

11. Administrative Fund Expenditure Budget

MOTION 6

That the proposed Administrative Fund Expenditure Budget of \$287,768.00 be accepted.

Motion CARRIED.

VOTES FOR : 14 AGAINST: 0 ABSTAINED: 0

12. Sinking Fund Expenditure Budget

MOTION 7

That the proposed Sinking Fund Expenditure Budget \$118,200.00 be accepted.

Motion CARRIED.

VOTES FOR : 14 AGAINST: 0 ABSTAINED: 0

13. Sinking Fund Plan

MOTION 8

That the Owners Corporation resolves to agree to the amendment of the sinking fund plan to reflect projected spending in the Corporation's 2026 financial year.

Motion CARRIED.

VOTES

FOR : 14

AGAINST: 0

ABSTAINED: 0

14. Levy Contributions

MOTION 9

That the Owners Corporation for Units Plan 1738 determines an Administrative Fund Contribution of \$310,000.00 + GST and a Sinking Fund Contribution of \$20,000.00 + GST

Levy Status	Period From	Period To	Due	Admin Fund	Per Lot Ent. Admin	Sinking Fund	Per Lot Ent. Sinking
	1/01/2026	31/03/2026	1/01/2026	\$77,500.00	\$0.77500	\$5,000.00	\$0.05000
	1/04/2026	30/06/2026	1/04/2026	\$77,500.00	\$0.77500	\$5,000.00	\$0.05000
	1/07/2026	30/09/2026	1/07/2026	\$77,500.00	\$0.77500	\$5,000.00	\$0.05000
	1/10/2026	31/12/2026	1/10/2026	\$77,500.00	\$0.77500	\$5,000.00	\$0.05000
Total				\$310,000.00	\$3.10000	\$20,000.00	\$0.20000

Motion CARRIED.

VOTES

FOR : 14

AGAINST: 0

ABSTAINED: 0

15. Payment Plan for Levy Arrears

MOTION 10

That the Owners – Units Plan 1738 to agree to allow payment plans to be made with lot owners for matters involving arrears of unpaid contributions/levies or other amounts including interest/penalties, legal and other costs/expenses thereon under the instruction of the Executive Committee.

Motion CARRIED.

VOTES

FOR : 14

AGAINST: 0

ABSTAINED: 0

16. Debt Collection

MOTION 11

That the Owners Corporations for Units Plan 1738 for the purpose of collecting levy contributions to authorise the Strata Manager and/or the Executive Committee to do any one or more of the following:

- a. To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs.
- b. To obtain legal advice and retain representation by engaging the services of o on behalf of The Owners Corporation – Units Plan No 1738;
- c. To issue demands, commence, pursue, continue, maintain, or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs and matters arising out of the by-laws.
- d. Enter and enforce any judgment obtained in the collection of levy contributions including issuing orders for seizure and sale (personal and real property), redirection orders, enforcement hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings.
- e. Filing an appeal or defending an appeal against any judgment or matter concerning the collection of levy contributions; and
- f. Liaise, instruct, and prepare all matters with the Owners Corporation's debt collection agents, lawyers, and experts in relation to any levy recovery proceedings

Motion CARRIED.

VOTES

FOR : 13

AGAINST: 0

ABSTAINED: 1

17. Election of Executive Committee

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

- R Hunt (Lot 4)
- D Barker (Lot 30)
- G Clark (Lot 9)
- A Visentin (Lot 2)
- M Vitali (Lot 14)
- 2 x Casual Vacancies

Motion CARRIED.

VOTES

FOR : 14

AGAINST: 0

ABSTAINED: 0

18. Medina Property Services - Management Agreement (Special Resolution)

MOTION 12

That the Owners Corporation resolves to enter into an agreement with Medina Property Services for the management of the Common Property in accordance with the terms of the Agreement attached to this Agenda.

Motion CARRIED.

VOTES

FOR : 13

AGAINST: 1

ABSTAINED: 0

19. General Business

19.1 – TFE agreed to provide additional information to support their proposal for the renewal of sub-leases. We shall then coordinate with TFE to convene a virtual meeting to discuss the proposal in order to reach a consensus. TFE shall then negotiate directly with each participating lot owner to execute the new sub-leases.

There being no further business the meeting closed at 6:26pm.

**Bright & Duggan Pty Ltd
Managing Agents for Unit Plan No 1738**

**To: The Secretary/Chairperson
Owners Corporation for Units Plan No. 1738
Section 14, Block 18, Griffith ACT**

**Re: Units 2-7, 9, 12-14, 16-18, 20-23, 26-33, 36-38, 40-41, 43 and 45-52, Units Plan No. 1738 –
Leases to Medina Property Services Pty Limited ('TFE') – Rent for first five-year Further Term
under Leases dated 15 December 2015 ('Unit Leases')**

Dear Owners Corporation,

We are writing with regards to our ongoing relationship with you at Adina Canberra, Kingston ('Hotel') where we have enjoyed our partnership for many years. As you're aware, TFE has an option to extend the Unit Leases and associated common property agreement, and we would very much like to continue our operation of the Hotel.

Clause 3.13 of the Unit Leases confers on the Owners Corporation the rights of the Landlord under the Unit Leases, and clause 3.3 of the Rent Schedule of the Unit Leases obliges TFE to procure the Owners Corporation to enable the Current Market Rent to be determined.

We have undertaken a detailed review of both market forecasts and the Hotel itself. As a result of this review, we have determined that:

- (i) to maintain a good competitive position in the market, as with all hospitality assets at this stage of their lifecycle, there is investment required in the Hotel; and
- (ii) to add to the Hotel experience and maintain brand consistency we would look to invest in our new digital platform and upgraded wi-fi at the Hotel.

At the current level of rent, we could not justify these additional investments. We would however like to continue our long-standing relationship and would therefore like to provide the below proposal for your consideration.

Investment into the Property

The Hotel requires an upgrade to the current wifi system in order to meet the market expectations of our guests. The cost of this upgrade is expected to be ~\$30,000.

As guest expectations evolve, engagement on digital platforms are increasingly key to their decision-making regarding hotel choice. TFE Hotels is rolling out a new Guest Experience platform globally and would look to implement this at the Hotel to give guests the ability to engage with our team members and access a range of new services. The implementation cost of this platform would be ~\$43,000.

Over recent months, TFE and our owners have commenced a comprehensive refurbishment program of our Adina properties to ensure our continued elevated positioning in the market. In line with this, we would look to complete works at the Hotel which would include painting and a refresh of selected items of furniture and equipment. The expected cost of these works is ~\$200k.

To demonstrate our ongoing commitment to the property, we are proposing that TFE cover the cost of the above works entirely at a value of ~\$273k.

Rent

Combined with the above investment, the current rent structure is unfortunately not commercially viable, however TFE would like to propose the following for your consideration:

- (i) Base Rent of \$1,018,000 which represents a ~10% reduction on the current rent; and
- (ii) In addition to the Base Rent, we would also propose an additional turnover rent on all Rooms Revenue in excess of a threshold of \$2.5million per annum. This threshold represents our expected revenue for the next 12 months and therefore, whilst TFE will retain the risk of any downturn in the market, the benefit of any market upside, or upside for the new investments, will be shared.

While TFE acknowledges that section 2b of the Rent Schedule in the Unit Leases contains a collar of 95% of the Rent payable prior to the relevant review date, it requests the Owners waive this requirement in light of the offer TFE is proposing above.

We hope that this proposal demonstrates our ongoing commitment to the property and would be grateful if you could please confirm whether the Owners Corporation would agree to the proposed revised rent and TFE's investment.

Please note that under clause 11.1 of the Unit Leases, TFE will be required to provide its exercise of option notice to Owners within 30 days of the revised rent being determined. As such, we would be grateful if you could confirm whether the above is acceptable so we can obtain approval from our Investment Committee to proceed.

Yours sincerely



John Sutcliffe
Director of Development



australia's strata leader

Minutes of

Strata Committee Meeting

To The Owners of Unit Plan No 1738

11 Giles Street, KINGSTON, ACT, 2604



Meeting Date:	Thursday 26 March 2026
Address:	Online only
Present:	Ralph Hunt (Lot 4) Paper vote Mr Greg J Clark (Lot 9) Paper vote Mr David Barker (Lot 30) Electronic vote
In attendance:	Tristan Veurink Bright & Duggan

1. Insurance Renewal

That the Strata Committee resolves, pursuant to Section 100 of the Unit Titles (Management) Act 2011, to enter into a contract of insurance to insure and keep insured, the building if it is destroyed or damaged by any occurrence specified in the policy. Further, in accordance with the resolution passed at the last Annual General Meeting, the Strata Committee for 1738 ADINA KINGSTON approve to renew the insurance period 31st of March 2026 to 31st of March 2027 with one (1) of the following alternatives as per the renewal documentation attached to this notice. Further, that the Committee resolves to provide approval for the informed consent for the Insurance Broker and the authorised representative to receive commission on the policy (if applicable) and outlined within the supporting documentation attached to this notice.

Please Note: To ensure the Scheme remains insured at all times and following advice from the appointed Broker, unless instructed otherwise prior to 10:00am on 26th of March 2026 we will process the renewal with the recommended insurer Strata Unit Underwriters for the premium of \$51,673.61 including GST.

Due to the time restrictions and importance of having the Scheme correctly covered by insurance, the insurance policy will be renewed with the recommended insurer prior to the expiry date if a Committee resolution has not been reached, the motion is Defeated or Lost & no other written instructions have been provided by the Committee.

Please see the summary table below taken from the Brokers renewal report. For a detailed analysis on this renewal please refer to the Brokers renewal documents attached to this meeting notice.

Insurer	Building Sum Insured	Property Excess	Total Insurance Costs Payable
Strata Unit Underwriters (Recommended)	\$ 27,160,000	\$ 2,000	\$ 51,673.61
Longitude Insurance (Current)	\$ 27,160,000	\$ 2,000	\$ 84,587.74
Insurance Investment Solutions	\$ 27,160,000	\$ 2,000	\$ 173,889.18*
Axis Underwriting Services	Declined to quote due to the asbestos and commercial tenancies		
Flex Insurance	Declined to quote due to holiday letting services		
QUS	Unable to Quote as the Total Sum Insured exceeds maximum limit of \$17,500,000		
CHU Underwriting Agencies	Approached, Insurer has not submitted a quotation CIB will provide details if a quotation is received		
Strata Community Insurance			

***Quotation presented from Insurance Investment Solutions (IIS) is indicative in nature due to the inclusion of restriction of cover for the first 72 hours in the event of Bushfire, Cyclone or other Named Catastrophe Events. Please note quotation will not be included within the Quotation Schedule page.**

In accordance with the Strata Community Association's Best Practice Guide on Insurance Disclosure—developed with reference to standard practices for strata insurance renewals and the findings of the independent review by John Trowbridge (2022), Independent Review of Strata Insurance Practices – Phase 1—we provide the following excerpt from the broker's proposal regarding the total insurance premium payable.

	Current Insurance Costs	Strata Unit Underwriters	Longitude Insurance (Current)
Building Sum Insured	\$ 27,160,000	\$ 27,160,000	\$ 27,160,000
Base Premium (includes commission if applicable)	\$ 57,965.02 \$ 11,593.00 (20%)	\$ 41,758.41 \$ 8,351.68 (20%)	\$ 71,705.34 \$ 14,341.07 (20%)
ESL or FSL* (Government Levies)	\$ 0.00	\$ 0.00	\$ 0.00
Stamp Duty	\$ 0.00	\$ 0.00	\$ 0.00
Underwriting Agency Fee	\$ 475.00	\$ 500.00	\$ 475.00
Broker Fee (% of Base Premium)	\$ 4,137.95 (7.14%)	\$ 4,717.60 (11.30%)	\$ 4,717.60 (6.58%)
GST All Items	\$ 6,257.80	\$ 4,697.60	\$ 7,689.80
Total Insurance Cost** (Incl GST)	\$ 68,835.77	\$ 51,673.61	\$ 84,587.74
Allocation of remuneration			
Strata Manager** (ex GST)	\$ 11,013.35	\$ 8,351.68	\$ 14,341.07
Broker** (ex GST)	\$ 4,717.60	\$ 4,717.60	\$ 4,717.60
Conflicts of Interest	Collective Insurance Brokers Pty Ltd (CIB) and your Strata Management Company (where applicable if acting as an Authorised Representative / Distributor of CIB), manage our fiduciary obligations and any conflict of interest that may arise, by acting in the insured's best interest at all times. As a member of the National Insurance Brokers Association, we adhere to their Code of Conduct, and we are licensed and regulated by the Australian Securities and Investments Commission. Important information about CIB and how we conduct our business with your Strata Management Company, are contained within the Financial Services Guide (FSG), provided with this report.		
Best Interest Declaration	In preparing this broker advice, Collective Insurance Brokers and your strata management company (where applicable) have acted in the best interest of the insured at all times. Jason Starr-Thomas – EGM CIB and Responsible Officer of Collective Insurance Brokers Pty Ltd		
Total Insurance Remuneration** (ex GST)	\$ 15,730.95	\$ 13,069.28	\$ 19,058.67

* ESL - Emergency Services Levy, FSL - Fire Services Levy, GST - Goods & Services Tax

** Please note the final insurance costs payable may be subject to minor rounding variances of up to \$1.00. This variance is due to standard rounding processes applied during the calculations for GST, Fees and Government Duties.

1.1 Insurance Renewal Insurer Alternative 1

That the Strata Committee acknowledges receipt of the Insurance Renewal Submission from the appointed Insurance Broker and the attached Financial Services Guide, and under the authority of the relevant legislation, the Strata Committee for 1738 ADINA KINGSTON approve the recommended insurer **Strata Unit Underwriters with a total premium payable of \$51,673.61 including GST.**

Motion CARRIED.

VOTES

FOR : 3

AGAINST: 0

ABSTAINED: 0

1.2 Insurance Renewal Insurer Alternative 2

Defeated that the Strata Committee acknowledges receipt of the Insurance Renewal Submission from the appointed Insurance Broker and the attached Financial Services Guide, and under the authority of the relevant legislation, the Strata Committee for 1738 ADINA KINGSTON approve the insurer **Longitude Insurance with a total premium payable of \$84,587.74 including GST.**

Motion DEFEATED.

VOTES

FOR : 0

AGAINST: 3

ABSTAINED: 0

Bright & Duggan Pty Ltd
Managing Agents for Unit Plan No 1738



MINUTES OF THE ANNUAL GENERAL MEETING 2023

OWNERS CORPORATION - 1738

**Adina Kingston
11 Giles Street
GRIFFITH ACT 2603**

Held on:

Monday, 08 April 2024 5:00 PM

Held at:

11 Giles St, Griffith, ACT (Adina Apartments meeting room)

MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION OF Adina Kingston 1738

Held Monday, 08 April 2024 5:00 PM at
11 Giles St, Griffith, ACT (Adina Apartments meeting room)

Present (Financial)	B. Banvill (Lot 45), D. Barker (Lot 30), H. Slee (Lot 10), P. Andrew (Lot 46), R. Hunt (Lot 23, Lot 4), T. Underwood (Lot 26), W. Farmer (Lot 48)
Present (Un-financial)	A. Visentin (Lot 2), G. Clark (Lot 9), M. Vitali (Lot 14), L. McWilliams (Lot 39),
Civium Rep(s)	J. Minichiello (Civium Strata)
Proxies	None
Company Nominees	None
Apologies	None
Voting Papers	Johma Pty Limited (Lot 28), M. Bertuol (Lot 31 Un-financial), P. White & C. White (Lot 44)
Other Attendees	T. Bursell, E Soutter (Adina Hotels)
CFM	None
Chairperson	R. Hunt
Meeting Opened	5:30 pm

Reduced Quorum Meeting

MOTION	Motion for consideration
1	Minutes (ORDINARY RESOLUTION) It was RESOLVED that the minutes of the previous Annual General Meeting of the Owners Corporation, held on the 21st of December 2022 be confirmed as a true and accurate account of the proceeding at that meeting. Motion Carried
2	Insurance Valuation (ORDINARY RESOLUTION)

	It was RESOLVED that the property of the Owners Corporation be re-valued for insurance purposes and that the Strata Managing Agent adjust the building sum insured in accordance with the valuation. <i>NOTE: The latest Insurance Valuation was provided in August 2018. The incoming Executive Committee will instruct the Strata Manager accordingly.</i> Motion Carried
3	Insurance Renewal (ORDINARY RESOLUTION) It was RESOLVED that the Owners Corporation's insurances be confirmed, as per the attached policy; It was RESOLVED that the Strata Managing Agent be authorised to obtain quotations prior to the current insurance policy expiry and presented to the Executive Committee for consideration. If advice from the Executive Committee is not received, the Managing Agent will proceed with the brokers recommendation. <i>Current Policy:</i> Insurer: Longitude Insurance Building Sum Insured (BSI): \$24,121,730.00 Excesses are: \$2,000.00 Policy Expiry: 31/03/2025 <i>NOTE: Enclosed in the minutes is the current certificate of currency for all owners records.</i> Motion Carried
4	Insurance Claims (ACKNOWLEDGEMENT) It was RESOLVED that the Owners Corporation consider any open or new Insurance Claims. <i>NOTE: Please see enclosed/below open claims:</i> • Claim number SUU202539690 - Roof Replacement Works under way Motion Acknowledged
5	Financial Statements and Accounting Records (ORDINARY RESOLUTION) It was RESOLVED that the financial statement of accounts for the financial year ending 31/10/2023 be adopted. Motion Carried
6	Appointment of Auditor (ORDINARY RESOLUTION) It was RESOLVED that the Owners Corporation appoints an auditor to audit the financial accounts for the closing financial period of the Owners Corporation to the Australian Auditor Standards and review the latest report, if obtained. Motion Carried
7	Maintenance Plan (ORDINARY RESOLUTION) It was RESOLVED that the Owners Corporation review the Maintenance Plan for the continued maintenance of the common property and its assets. Motion Carried

8	Maintenance Issues (ORDINARY RESOLUTION) It was RESOLVED that the Owners Corporation consider any open or new Common Property Maintenance Issues as well as any maintenance contracts that may be due for renewal. <i>NOTE: For open maintenance issues, please find enclosed Job Register.</i> • Crack repair in the lift shaft wall: The Building Manager has provided advice and quotes to the EC for consideration and approval. • Water issue with a downpipe not draining properly: The Building Manager is looking into possible solutions to have this item remediated. Motion Carried
9	Fire Safety Review (ORDINARY RESOLUTION) It was RESOLVED that the Owners Corporation review the provision and compliance of Common Property fire safety measures in accordance with the National Construction Codes (NCC) fire safety requirements. <i>NOTE: Enclosed in the minutes is the annual certificate for all owners records.</i> Motion Carried
10	Consideration of Physical Building Defects (ORDINARY RESOLUTION) It was RESOLVED that the Owners Corporation considers any Common Property physical building structural defects. Motion Carried
11	Budget (ORDINARY RESOLUTION) It was RESOLVED that contributions be determined: a. To the Administrative Fund in accordance with Section 75 of the Unit Titles (Management) Act 2011 for the sum of: <u>Total Expenditure</u> \$247,076.00 (GST Excl.) <u>Total Administrative Fund Income</u> \$271,783.60 (GST Incl.) b. To the Sinking Fund in accordance with Section 89 of the Unit Titles (Management) Act 2011 for the sum of: <u>Total Expenditure</u> \$28,000.00 (GST Excl.) <u>Total Sinking Fund Income</u> \$30,800.00 (GST Incl.) c. That the Administrative and Sinking Fund contributions be paid in equal quarterly instalments with the instalments dates to be 1st instalment 15/05/2024 2nd instalment 01/07/2024 3rd instalment 15/08/2024 4th instalment 01/10/2024 d. That in accordance with Section 78 and 89 of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to determine additional quarterly contributions at the agreed administrative and sinking fund rate, for the next financial year should that be deemed necessary prior to the next AGM being held. Motion Carried
12	Alternative Method and Process for Voting (ORDINARY RESOLUTION) It was RESOLVED that the Owners Corporation authorises that General Meetings & Executive Committee Meetings may be held in accordance with Section 10 of the Unit

	Titles (Management) Regulations 2011 which allows voting at the meeting using a digital means, such as a teleconference, videoconference, email, or any other electronic means including pre-meeting electronic voting. <i>Note: An owner enquired if it is necessary to address this motion annually, or if it might be resolved to be perpetual. The answer is that the provision of the Act is unclear on that point, but it should be recognised that to undo an enduring resolution for a particular general meeting (if that were considered to be desirable) would be troublesome.</i> Motion Carried
13	Appointment of Managing Agent (ORDINARY RESOLUTION) It was RESOLVED that in accordance with Section 50 of the Unit Titles (Management) Act 2011 ("Act"): • Bright & Duggan (ACT) Pty Ltd ("Agent") be appointed as strata managing agent of Units Plan No. 1738 for a period of two years; • The Owners Corporation delegates to the Agent all of its functions (other than those prohibited by the Act); • The Owners Corporation executes a written agreement ("Agreement") to give effect to this appointment and delegation; • The delegation is subject to the conditions and limitations set out in the Agreement; and • Authority is given for the common seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting. • Authority is given to open a bank account with Bank of Queensland (BOQ) on behalf of the owners corporation, such account is to be opened from the date of the meeting. <i>NOTE: The Executive Committee reported to owners that the agreement with Bright & Duggan has been offered at a substantially lower price than that of Civium, and that there is good reason to believe that it will provide a much superior service than that which we have received from Civium (notwithstanding the best efforts of Jess Minichiello and one or two other Civium staff, whose efforts should certainly be acknowledged).</i> <i>Two owner representatives from the Executive Committee are required to execute the Agency Agreement physically or digitally, noting that the agreement will anyway be taken to be enacted after 28 days should the Agreement not be so signed.</i> <i>Despite the reduced quorum period, Civium has agreed to begin the handover process as soon as possible and reach out to Bright & Duggan to discuss the handover procedure and schedule. The objective is to finalise this process in a timely manner, allowing the incoming Strata Manager ample time to issue the first levy notices within the agreed-upon timeframe.</i> Motion Carried
14	Election of Executive Committee (ORDINARY RESOLUTION) It was RESOLVED that the Owners Corporation appoints 7 Owners to form the Executive Committee. The following owners listed below have nominated at the meeting: A. Visentin (Lot 2), R. Hunt (Lot 4), G. Clark (Lot 9), H. Slee (Lot 10), T. Underwood (Lot 26), D. Barker (Lot 30) & L. McWilliams (Lot 39). It was RESOLVED that the Owners Corporation considers the adequacy of any current authorisations, delegations and appointments for the Executive Committee, any Sub-

	Committees and any Communication Officers. This includes nominating one or several invoice approvers on behalf of the Owners Corporation. • R. Hunt (Lot 4) took the positions of Chairperson/Secretary. • A. Visentin (Lot 2) took the position of Treasurer. Motion Carried
	General Business An owner enquired as to the possibility of modifying a common wall enclosing a door connecting adjacent units, with a view to removing the door, and what would be required procedurally. No other general business was raised. Motion Carried

There being no further business the chairperson declared the meeting closed at 6:18 pm

Dated: 8 April 2024

Issued by Civium Property Group for and on behalf of the Owners Corporation.

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions †

A1 The Owners—Units Plan No 1738

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made

08/04/2024

A3 Reduced quorum decisions

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

Date of decision 08/04/2024	Full text of reduced quorum decision As 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.

DATE: 08/04/2024

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



The Owners - Unit Plan
No 1738

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

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 1738

A2 General meeting

Date (or dates) of general meeting at 21st December 2022
which the reduced quorum decision or
decisions were made—

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).

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
21 st December 2022	See attached minutes.

A4 Owners Corporation declaration

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

21st December 2022

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



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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

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

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

B3 *How may reduced quorum decisions be disallowed?*

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

The petition must—

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

B4 *How may reduced quorum decisions be confirmed?*

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

B5 *How may reduced quorum decisions be revoked?*

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

**Minutes of the Annual General Meeting
UP 1738 - Adina Kingston
11 Giles Street, Griffith, ACT, 2603.**

Date: Wednesday 21st December 2022 at 5:30 PM

Venue: Online via Zoom and in-person at Independent Offices, Ground Floor Boardroom, 91 Northbourne Avenue, Turner, ACT, 2612.

AGENDA ITEMS AND MOTIONS AS DETERMINED BY THE OWNERS CORPORATION

MEETING FORMALITIES

Members Present (In-Person): Units 4 & 23 Mr Ralph Hunt
Unit 30 Mr David Barker

Members Present (Online via Zoom): Unit 10 Ms Harriet Slee (via Telephone)
Unit 26 Ms Tamika Underwood
Unit 28 Mr Alan on behalf of Johma Pty Limited
Unit 31 Mr Brad Timbrell

Chairperson: Mr Ralph Hunt (Units 4 & 23) was elected chairperson for this meeting.

Online Pre-Votes: Unit 11 Ms Emily Clugston
Unit 45 Mrs Barbara Banvill
Unit 46 Mr Phillip Andrew
Unit 51 Mr Leslie Douglas

Apologies: Nil.

Proxy Votes: Nil.

Quorum Status: A quorum of the Owners Corporation (OC) was not present, however the meeting proceeded on a reduced Quorum basis (as per Schedule 3.9 of the Unit Titles (Management) Act 2011) - See attached reduced quorum coversheet.

Representative: Ms Brooke Walton and Ms Molly Field representing Independent Strata Management
Ms Lauren Pearson (Building Manager) representing Adina Hotels.

1. PREVIOUS MINUTES

It was resolved that the Minutes of the previous Annual General Meeting held on the 15th of February 2022 be confirmed as a true and accurate record of the proceedings of the meeting.

Motion CARRIED.

VOTES Yes: 11 No: 0 Abs: 0

2. INSURANCE RENEWAL

It was resolved that the Owners Corporation of UP1738 authorise the Managing Agent to renew and adjust the building insurance in consultation with the Executive Committee.

Motion CARRIED.

VOTES Yes: 11 No: 0 Abs: 0

Secretarial Notes:

A Member present queried whether this Motion had any relation to the following Motion (Motion 3) relating to the Insurance Valuation Report. It was confirmed that Motions 2 and 3 are unrelated.

Motion 2 proposes authorising the Managing Agent to renew the Building Insurance in consultation with the Executive Committee (EC) and does not relate to a particular policy. It will be exercised when the current policy is due to expire.

3. INSURANCE - VALUATION

It was resolved that the Owners Corporation of UP1738 authorise the Managing Agent to obtain an Insurance Valuation report.

Motion CARRIED.

VOTES Yes: 11 No: 0 Abs: 0

Secretarial Notes:

A member present queried whether Residential reports could conduct the Insurance Valuation Report and the Sinking Fund Forecast Report. Noting that Residential Report is the company who recently undertook and provided the Maintenance Plan (which will be uploaded to the My Community portal for all owner's reference and review).

It was confirmed that unfortunately Residential Reports are unable to provide Insurance Valuations or Sinking Fund Forecast Reports, therefore another company (such as QIA, or similar) would need to be engaged for these reports. Residential Reports are looking into providing Sinking Fund Reports in the future; however, this is not yet available.

In addition to the above, it was also noted that insurers are currently recommending that Insurance Valuations be conducted every two years due to significant cost increases and changes throughout the insurance and trade industries over the last two years. Noting that Insurance Valuations used to be reviewed on a 5-6 yearly basis.

4. SINKING FUND FORECAST REPORT

It was resolved that the Owners Corporation of UP1738 give consent to obtain an updated Sinking Fund Forecast Report to be approved and accepted by the Executive Committee.

Motion CARRIED.

VOTES Yes: 11 No: 0 Abs: 0

Secretarial Notes:

As mentioned within the Secretarial Note for Motion 3; Residential Reports are unable to provide this Sinking Fund Forecast Report. The Strata Manager will approach the EC in the New Year to provide two estimates for QIA or BIV to conduct this inspection and report, to be elected by the Executive Committee.

In the interim, the Chair (Ralph Hunt) has kindly offered to review the existing Sinking Fund excel spreadsheet. Ralph will be updating this spreadsheet to reflect the upcoming year's projected expenditures, whilst we await the new Sinking Fund Forecast Report.

5. FINANCIAL STATEMENTS

It was resolved that the Owners Corporation of UP 1738 accept the audited financial statements as presented.

Motion CARRIED.

VOTES Yes: 11 No: 0 Abs: 0

Secretarial Notes:

A member present queried why Kelly + Partners (the appointed auditors) did not further investigate the units in arrears when conducting their review of the financials for the previous financial year.

The Strata Manager (Brooke) advised that investigating units in arrears is not a standard inclusion for financial audits. Kelly + Partners did note the units in arrears within the financial statements as at the end of the complex's financial year. However further investigations and actions into recouping the outstanding arrears/levies is the responsibility of the Owners Corporation (and Managing Agent), rather than the auditors.

6. UNALLOCATED FUNDS

It was resolved that the Owners Corporation of UP1738 agree to move the total amount of \$7,213.30 currently classified as unallocated funds to be moved into the Admin Fund for future use by the Owners Corporation.

Motion CARRIED.

VOTES Yes: 10 No: 0 Abs: 1

Secretarial Notes:

Unallocated funds are moneys received by the Owners Corporation without necessary identifying details to enable matching of these payments within the system.

A breakdown of the unallocated funds/transactions is set out in the AGM Agenda attachments. Noting that all unallocated funds date back to 2016-2017. It was also noted that Kelly + Partners (auditors) recommend that the unallocated funds be moved to the General (Admin) Fund.

7. BUDGET DEBATE - ADMINISTRATIVE FUND

It was resolved that the Owners Corporation of UP1738 adopt the proposed Administrative Fund budget of \$260,000.00 (excl. GST).

Motion CARRIED.

VOTES Yes: 11 No: 0 Abs: 0

Secretarial Notes:

Discussions took place regarding the budget and consequent levies. Two members expressed discomfort regarding the proposed increase to levies and the associated impact this may have to owners. Ms Walton explained the necessity to raise increased funds this year to ensure that the Admin Fund will have a workable balance to meet expected and unavoidable expenses, with some intentional surplus to accommodate the unexpected.

The Strata Manager explained in detail the items comprising the proposed budget comparing each with actual expenses in the previous financial year, clearly identifying the necessity for items and justifying the applicable budgeted figure. If actual expenditures approximate the proposed budget, there will be an unexpended surplus of approximately \$17,000 in the Admin Fund.

The Admin Fund is currently exhausted due to the budget having been under-budgeted to deal with under-estimated increases and the occurrence of events that were not anticipated. In particular, the Insurance Premium, Minor Building Maintenance, and unplanned Security (for protracted garage door outage) had a significant impact on the Admin Fund during the previous financial year.

It was also noted that the current payment process between Adina and Independent results in payments being paid to Adina in bulk invoice batches, which for itemised accounting purposes is unsatisfactory. Which is particularly observed when reviewing the annual financial statements and income and expenditure transaction lists. For the time being, this practice will continue as Adina covers expenses on behalf of the Owners Corporation. Once sufficient funds become available in February 2023 (upon receipt of the first levies), we will commence a transition to a new payment process which will rectify these issues.

Please be advised that the AGM was arranged with urgency, and held so close to Christmas, due to the need to approve a budget without delay to enable levies to be raised as soon as possible to meet the Owners Corporations obligations.

8. BUDGET DEBATE - SINKING FUND

It was resolved that the Owners Corporation of UP1738 adopt the proposed Sinking Fund budget of \$95,000.00 (excl. GST), in accordance with the Sinking Fund Forecast.

Motion CARRIED.

VOTES Yes: 11 No: 0 Abs: 0

Secretarial Notes:

The Sinking Fund budget is based on projected expenditure generally itemised in the budget. The Sinking Fund Plan will be reviewed and updated ahead of the next Annual General Meeting.

It was mentioned that the proposed allowance of \$20,000 for pool maintenance and/or upgrades, relates to resurfacing the pools. It was also noted that Lauren (Adina) is exploring a new filtration system for the pools to eliminate chemical treatment of the pool water. This new filtration system would provide health and financial benefits. If installed, this filtration system will be initially costly, but should achieve positive results within 3 to 4 years. Lauren advised that another property she manages has purchased and installed a filtration system for approximately \$30,000.

9. ADMINISTRATIVE AND SINKING FUND LEVY CONTRIBUTION

It was resolved that the Owners Corporation of UP1738 agree that the approved budget for the 12-month period starting 1st of November 2022 will be raised in accordance with the unit entitlements on a Quarterly basis, with levies being due on the 8th February 2023 (issued on 18th January), 1st April 2023, 1st July 2023 and 1st October 2023.

Motion CARRIED.

VOTES Yes: 11 No: 0 Abs: 0

Secretarial Notes:

It was noted that the specificity for the first levy quarters issue date and due date, is due to the reduced Quorum period (in accordance with the UTMA). The 18th January 2023 is the earliest date that we can issue the levy notices, following the 28-day Reduced Quorum period.

A member present asked whether levies would decrease for the next financial year. This is improbable with the Admin Fund; however, the Sinking Fund is unknown until future projects are planned and the USFF Report is obtained.

Please be advised, all owners are urged to pay their first levy quarter promptly to allow payment of outstanding and upcoming invoices, to be attended to punctually. All owners in arrears are urged to make payment of their debt as soon as possible or contact our office to discuss this further. Thank you in advance for your assistance with this.

10. ELECTION OF COMMITTEE

It was resolved that the Owners Corporation of UP1738 agree to appoint 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting.

Motion CARRIED.

It was agreed that five (5) owners would form the Executive Committee, comprising of the following members:

Unit 4 / Door 104	Mr Ralph Hunt	Chairperson & Secretary
Unit 30 / Door 133	Mr David Barker	Treasurer
Unit 9 / Door 109	Mr Greg Clark	Committee Member
Unit 10 / Door 110	Ms Harriet Slee	Committee Member
Unit 26 / Door 129	Ms Tamika Underwood	Committee Member

VOTES Yes: 11 No: 0 Abs: 0

Secretarial Notes:

All existing members have re-elected to join/remain on the EC for the upcoming year. No additional nominations were received ahead of or during the AGM.

11. STRATA MANAGEMENT AGENCY AGREEMENT

It was resolved that the Owners Corporation of UP1738 enter into the following arrangements:

Motion CARRIED.

- That Independent Strata Management be appointed as Managing Agent, for a period of one (1) year;
- The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act);
- The Owners Corporation execute a written agreement to give effect to this appointment and delegation;
- The delegation is subject to the conditions and limitations set out in the Agreement;
- Authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting;
- and empower two members of the Owners Corporation/Executive Committee as authorised signatories on behalf of the Owners Corporation to sign the Agency Agreement with Independent Strata Management Pty Ltd.

VOTES Yes: 10 No: 0 Abs: 1

Secretarial Notes:

Members of the previous Executive Committee who were present at the AGM have requested that Independent continue the acknowledged improvement on their services and communication. It was noted that over the past 3-years, previous Strata Managers have been non-communicative. A member present also identified the issues relating to Strata industries high turn-over of staff and the effects this has had on Units Plans generally.

The members present/EC confirmed that they are happy with the current Strata Manager's performance, and communication skills. The Strata Manager acknowledges the EC's concerns with previous management of the building and intends to continue improving the service for owners, residents and complex.

12. GENERAL BUSINESS

Item	Actions / Discussions / Notes
Arrears + Process (Outstanding Levies)	The Strata Manager informed members present that Independent are initiating a new arrears process to provide further accountability It was noted that the Strata Manager is in the process of reviewing and investigating all units in arrears. The Strata Manager will contact the owners/Adina directly regarding all outstanding balances, to further discuss and arrange payments as required.
Internet Cabling at the Complex	Members present discussed the current cabling for internet/wifi connections at the complex, which is believed to be outdated. Adina is investigating possible upgrades to the complexes cabling, in consultation with the Executive Committee. Noting that further information/options will be provided to all owners once this is available.
<i>Please refer to the following additional General Business discussions as raised by the EC.</i>	

GENERAL BUSINESS | ITEMS OF DISCUSSION – RAISED BY COMMITTEE AHEAD OF AGM:

APPOINTMENT OF AUDITOR

The Executive Committee undertakes, on behalf of the Owners Corporation, to appoint an auditor to audit the financial accounts for the closing financial period of the Owners Corporation to the Australian Auditor Standards.

Note: *The latest audit report is available for viewing in the owner's portal.*

Appointment of Auditor | Discussion / Notes from AGM:

The Strata Manager advised that this no longer requires Owners Corporation approval, as it is now compulsory (in accordance with the UTMA). The EC have asked that it be noted by the Owners Corporation that the EC be authorised to appoint the auditor. Members present agreed to this.

MAINTENANCE PLAN

The Owners Corporation reviews the Maintenance Plan for the continued maintenance of the common property and its assets.

Explanatory Note: Unit Titles (Management) Act 2011 requires the Owners Corporation to review the Maintenance Plan to ensure that inclusions are adequate. Necessary inclusions are outlined in the Unit Titles (Management) Regulation 2011.

The Executive Committee has commissioned a professional Maintenance Plan which is available for viewing on the owner's portal.

Maintenance Plan | Discussion / Notes from AGM:

The Strata Manager advised that this amendment in the UTMA appears to only need approval once. As this motion was already approved in the Previous AGM (2021) it should not require further approval. The EC have asked that this be noted by the Owners Corporation to demonstrate compliance with the UTMA. Members present agreed to this.

MAINTENANCE ISSUES

The Owners Corporation considers any outstanding or new Common Property maintenance issues as well as any maintenance contracts that may be due for renewal.

Explanatory Note: Unit Titles (Management) Act 2011 requires the Owners Corporation to consider any new or outstanding maintenance issues. Current maintenance works occurring or in prospect:

- stripping and resealing of garage ceiling.
- re-laying of driveway.
- waterproofing of garden beds above Adina office spaces.
- securing of fracturing of veneer wall enclosing lift tower.
- repairing of hail-damaged roofs.

Maintenance Issues | Discussion / Notes from AGM:

Lauren (Building Manager) on behalf of Adina and Ralph on behalf of the previous EC, provided an update on all of the ongoing and outstanding maintenance at the complex. A brief overview for each item of discussion is included below for reference.

Stripping and resealing of garage ceiling: Adina advised that they have been dealing with this issue. Papas Projects inspected and advised that the leaks appear to be coming from separation where the cement slabs join, in the basement ceiling. This is being investigated/addressed through Adina.

Re-laying of driveway: Adina advised that works have been progressing well, noting that the asphalt is being laid tomorrow (Thu 22/12/2022), with works aiming to be completed by this Friday (23/12/2022). Rain occurring at the date of these minutes will delay the intended date of laying.

Waterproofing of garden beds above Adina office spaces: Adina advised that this is being explored with Papas Projects. Papas Projects have inspected the garden beds and have noted that the issue does not just relate to failed waterproofing within the planter boxes but is also due to water entering from the other side of the brick wall. This is being investigated/addressed through Adina.

Securing of fracturing of veneer wall enclosing lift tower: Ralph advised that a fracture at the top of the lift wall has been identified, noting that the bricks have parted in a zig-zag type pattern, likely related to natural movement. Papas Project have advised that it does not pose a safety issue at this stage and the tower appears to be intact, however Papas Projects recommend that an engineering inspection be conducted. This is being investigated/addressed through Adina.

Repairing of hail-damaged roofs: Ralph and Lauren advised that trades accessing the roof recently reported that there was hail damage to the roof, believed to have been caused by the hail event in January 2020. Independent's Insurance Manager has opened a claim with the insurer. The insurer has since engaged an assessor to inspect the damage prior to accepting the claim. As soon as we receive an update from the insurer, this will be relayed onto the EC and Adina for consideration.

CONSIDERATION OF PHYSICAL BUILDING DEFECTS

The Owners Corporation considers any Common Property physical building structural defects.

1. Owners are reminded that the Body Corporate may only consider defects relating to the Common Property or any defect which affects the building's Defined Parts. Any unit specific defects that are not Common Property are the responsibility of the unit owner to address through the appropriate channels.
2. Statutory warranty operates for six years after completion day for building work in relation to a structural element of a building (which includes components of external walls and includes weatherproofing), and two years after completion day for building work in relation to a non-structural element of a building.

Consideration of Physical Building Defects | Discussion / Notes from AGM:

The EC have asked that this be noted by the Owners Corporation for future reference. Members present agreed to these notes.

FIRE SAFETY REVIEW

The Owners Corporation reviews the provision and compliance of Common Property fire safety measures in accordance with the National Construction Codes (NCC) fire safety requirements.

Note: *The Owners Corporation complies with prescribed inspection and maintenance requirements.*

Fire Safety Review | Discussion / Notes from AGM:

The EC have asked that this be noted by the Owners Corporation, in accordance with the UTMA and ongoing fire safety requirements. Members present agreed to this.

ELECTRONIC DOOR LOCKS

The committee agreed that the proposal should proceed more or less along the revised lines proposed by the previous Building Manager, Mervin Lim, but not before ascertaining:

- Actual need for security of common property
- Continuing support by owners for adoption of the technology more generally
- The most suitable technology for our purposes (e.g., a keyboard code v. individual remote or possibly a Bluetooth solution)
- How to best accommodate short-term rental arrangements

Ms Pearson to advise committee on points 1, 3 & 4.

Electronic Door Locks | Discussion / Notes from AGM:

It was noted that this had been considered in the past and the previous urgency with these upgrades, has proven to be less so over time. Lauren will be talking to the contractor for options regarding securing the site doors and allowing access to common areas. The Sinking Fund budget has allowed for \$15,000 to be spent towards this. This will be addressed between the EC and Adina.

MANAGEMENT SPENDING DISCRETION

Until now, no formal dispensation has been granted to the Building Manager to commit Owner's Corporation expenditure to emergency events, although informally such a dispensation has been taken for granted.

The Committee has agreed to a management discretion to commit to expenditure up to \$5,000 to deal with an emergency (e.g., a serious water or electricity fault) on condition that a committee member be informed within 48 hours. This delegation is referred to the Owner's Corporation for affirmation.

Management Spending Discretion | Discussion / Notes from AGM:

Members present agreed to the expenditure limit of \$5,000 for the Building Manager (Lauren/Adina) to expend in an emergency, as detailed above.

Meeting Closed at 7:22 PM

Yours faithfully,

Independent Strata Management Pty Limited

Brooke Walton

Strata Manager for Independent Strata Management Ltd Pty

On behalf of Unit Plan 1738

Email: UP1738@independent.com.au

Phone: 02 6209 1461

bright & duggan



australia's strata leader

Minutes of

Annual General Meeting

To The Owners of Unit Plan No 1738

11 Giles Street, KINGSTON, ACT, 2604



Meeting Date:	Monday 16 June 2025
Time:	05:00 PM
Address:	11 Giles Street, KINGSTON, ACT, 2604
Present:	Barbara Banvill (Lot 45) James Fox (Lot 18) Ralph Hunt (Lot 4 & Lot 23) David Barker (Lot 30) Greg Clark (Lot 9) Anthony Visentin (Lot 2) Catherine Frances White (Lot 44) Phillip Andrew (Lot 46) Tamika Underwood (Lot 26) Jay Hore (Adina) Emma Soutter (Adina) Torsten Bursell (Adina) Lauren Pearson (Adina) Tristan Veurink (Bright & Duggan)
By proxy:	Nil
Quorum:	Reduced Quorum

Motions

1. Election of Chair

Mr R Hunt was elected chairperson for the meeting.

2. Acceptance of Proxies

There were no proxy votes received for the meeting.

3. Minutes

That the minutes of the last general meeting of the owners corporation be adopted as a true and accurate record of the proceedings of that meeting.

Motion CARRIED.

VOTES	FOR : 10	AGAINST: 0	ABSTAINED: 0
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4. Financial Statements

That the attached statements of key financial information for the financial year ending on 31/10/24 for the administrative fund, the sinking fund and any other fund held by the owners corporation, be adopted.

Motion CARRIED.

VOTES	FOR : 10	AGAINST: 0	ABSTAINED: 0
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5. Financial Audit

That the financial statements be audited.

Motion CARRIED.

VOTES	FOR : 10	AGAINST: 0	ABSTAINED: 0
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6. Invest Sinking Fund

That the Owners Corporations for Units Plan 1738 authorises the Executive Committee for Units Plan 1738 to invest an appropriate portion of Sinking Fund money into a term deposit account at the best daily interest rate available at the time of the investment.

Motion CARRIED.

VOTES	FOR : 10	AGAINST: 0	ABSTAINED: 0
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7. Insurance Certificate

That the current insurance of the owners corporation, as detailed in the below table, be confirmed.

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
LNG-STR-20077764	Longitude Insurance	31 Mar 2026	BUILDING	\$24,121,730.00
			PUBLIC LIABILITY	\$50,000,000.00
			COMMON AREA CONTENTS	\$241,218.00
			LOSS OF RENT	\$3,618,259.00
			FIDELITY GUARANTEE	\$100,000.00
			VOLUNTARY WORKERS	Insured
			OFFICE BEARERS	\$500,000.00
			MACHINERY BREAKDOWN	\$100,000.00
			CATASTROPHE	15% of Building
			GOVERNMENT AUDIT COS	\$30,000.00
			WH&S APPEAL EXPENSES	\$150,000.00
			LEGAL EXPENSES	\$50,000.00
			LOT OWNERS IMPROVEME	\$300,000.00
			FLOATING FLOORS	Insured
			PAINT / WALLPAPER	Insured

7.1 – It was agreed we obtain a valuation for insurance replacement purposes.

8. Insurance Renewal

That the Owners Corporation resolves to make arrangements in respect of insurances:

1. Delegate to the Committee to consider whether to vary or extend any insurances;
2. Empower the Committee to select and appoint an insurer;
3. Delegate to the Strata Manager any functions pursuant to the Strata Management Agreement (additional services schedule where applicable) to undertake any of the above.

Motion CARRIED.

VOTES

FOR : 10

AGAINST: 0

ABSTAINED: 0

9. Insurance Claims - Acknowledgement

At the time of this notice the Owners Corporation of 1738 have no new or outstanding Insurance Claims.

10. Maintenance Issues - Acknowledgement

At the time of this notice the Owners Corporation of Unit Plan 1738 have no new or outstanding maintenance issue that have not been actioned.

11. Sinking Fund Plan

That the Owners Corporation for Units Plan 1738 resolves to adopt the enclosed sinking fund plan.

Motion CARRIED.

VOTES FOR : 10 AGAINST: 0 ABSTAINED: 0

12. Administrative Fund Expenditure Budget

That the proposed Administrative Fund Expenditure Budget of \$270,631 be accepted.

Motion CARRIED.

VOTES FOR : 10 AGAINST: 0 ABSTAINED: 0

13. Sinking Fund Expenditure Budget

That the proposed Sinking Fund Expenditure Budget \$222,000 be accepted.

Motion CARRIED.

VOTES FOR : 10 AGAINST: 0 ABSTAINED: 0

14. Levy Contributions

That the Owners Corporation for Units Plan 1738 determines an Administrative Fund Contribution of \$129,691.50 + GST and a Sinking Fund Contribution of \$20,000.00 + GST.

Levy Status	Period From	Period To	Due	Admin Fund	Per Lot Ent. Admin	Sinking Fund	Per Lot Ent. Sinking
	1/07/2025	30/09/2025	1/07/2025	\$64,845.75	\$0.64846	\$10,000.00	\$0.10000
	1/10/2025	31/12/2025	1/10/2025	\$64,845.75	\$0.64846	\$10,000.00	\$0.10000
Total				\$129,691.50	\$2.59383	\$20,000.00	\$0.40000

Motion CARRIED.

VOTES FOR : 10 AGAINST: 0 ABSTAINED: 0

15. Payment Plan for Levy Arrears

That the Owners – Units Plan 1738 to agree to allow payment plans to be made with lot owners for matters involving arrears of unpaid contributions/levies or other amounts including interest/penalties, legal and other costs/expenses thereon and to delegate to the strata manager and/or the Executive Committee in their absolute discretion the ability to enter into, arrange and monitor each such payment plan.

Motion CARRIED.

VOTES FOR : 10 AGAINST: 0 ABSTAINED: 0

16. Debt Collection

That the Owners Corporations for Units Plan 1738 for the purpose of collecting levy contributions to authorise the Strata Manager and/or the Executive Committee to do any one or more of the following:

- a. To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs.
- b. To obtain legal advice and retain representation by engaging the services of a solicitor in consultation with the Executive Committee on behalf of The Owners Corporation – Units Plan No 1738;
- c. To issue demands, commence, pursue, continue, maintain, or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs and matters arising out of the by-laws.
- d. Enter and enforce any judgment obtained in the collection of levy contributions including issuing orders for seizure and sale (personal and real property), redirection orders, enforcement hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings.
- e. Filing an appeal or defending an appeal against any judgment or matter concerning the collection of levy contributions; and
- f. Liaise, instruct, and prepare all matters with the Owners Corporation's debt collection agents, lawyers, and experts in relation to any levy recovery proceedings

Motion CARRIED.

VOTES

FOR : 10

AGAINST: 0

ABSTAINED: 0

17. Election of Executive Committee

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

- Ralph Hunt
- David Barker
- Greg Clark
- Anthony Visentin
- Tamika Underwood
- 1 x Casual Vacancy

Motion CARRIED.

VOTES

FOR : 10

AGAINST: 0

ABSTAINED: 0

18. General Business

18.1 – It was agreed we proceed with the proposed bollard installation to the street verge.

There being no further business the meeting closed at 5:39pm.

Bright & Duggan Pty Ltd

Managing Agents for Unit Plan No 1738

DocMax Documents

File Name	Id	Added Date	Action Date	Building Number	Lot	Categories
000BDF4.pdf	778228	19/03/2026	19/03/2026	1738		*Insurance, *Minutes
000B6A6B.pdf	748139	10/12/2025	10/12/2025	1738		*Minutes
000B6A9F.pdf	748191	10/12/2025	10/12/2025	1738		*Minutes
000A85F5.pdf	689653	19/06/2025	19/06/2025	1738		*Minutes
000A8809.pdf	690185	19/06/2025	19/06/2025	1738		*Minutes
000A4731.pdf	673585	28/03/2025	28/03/2025	1738		*Insurance, *Minutes
00096A3D.pdf	617021	4/07/2024		1738		*Handover Documents, *Minutes
000961EA.pdf	614890	26/06/2024	26/06/2024	1738		*Minutes

Status	Title	Description	Account Manager
Finalised	Minutes of SCM 260326		Tristan Veurink
Finalised	Minutes of AGM 251209		Tristan Veurink
Finalised	Minutes of AGM 251209		Tristan Veurink
Finalised	Minutes of AGM 250616		Tristan Veurink
Finalised	Minutes of AGM 250616		Tristan Veurink
Finalised	Minutes of SCM 250327		Tristan Veurink
Finalised	AGM Minutes 2024		Tristan Veurink
Finalised	Minutes AGM 221221	Minutes AGM	Tristan Veurink

Added By	Search Words
maxsoft	StrataVote, System Prefill
maxsoft	System Prefill
maxsoft	StrataVote, System Prefill
maxsoft	System Prefill
mohammad.kadari	StrataVote, System Prefill
Saba.Taqi	System Prefill
Yinghui.Zhao	System Prefill
vickie.sutherland	System Prefill

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.

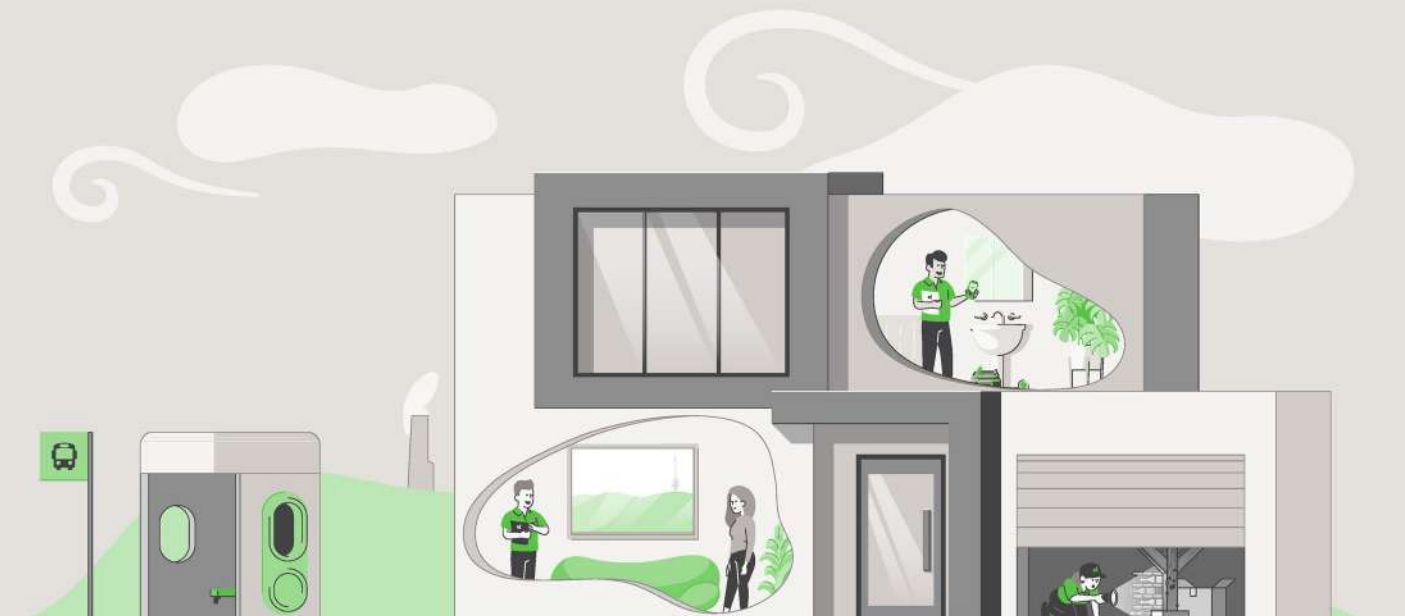
Maintaining safety around home swimming pools and spas

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>

Energy Efficiency Report

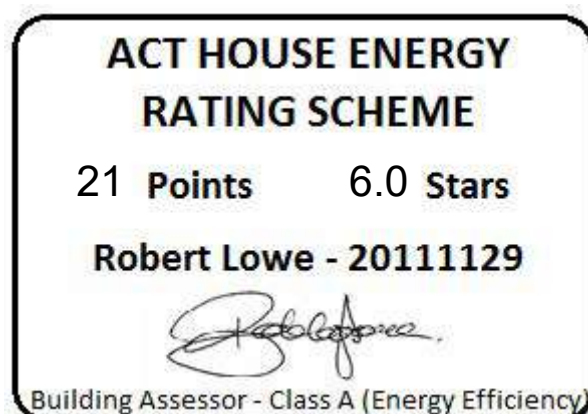


FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★★ ★★ ★★ ★★ ★★ **6 STARS**
in Climate: 24 **SCORE: 21 POINTS**

Name:	Veramuar Pty Ltd	Ref No:	70532
House Title:	Unit 50 Block 18 Section 14 KINGSTON	Date:	24-06-2026
Address:	156/11 Giles Street, Kingston ACT 2604		



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	21											
Potential	30											

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

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	21	★★★★★★
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Largest windows in the dwelling;

Direction : ESE

Area : 4 m²

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. East	23	★★★★★★
2. South East	22	★★★★★★
3. South	22	★★★★★★
4. South West	21	★★★★★★
5. West	23	★★★★★★
6. North West	27	★★★★★★
7. North	29	★★★★★★
8. North East	28	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 50 Block 18 Section 14 KINGSTON, 156/11 Giles Street, Kingston ACT 2604,

Assessor's Name:

Net Conditioned Floor Area: 45.8 m²

Net Conditioned Floor Area: 45.8 m²				Points		
Feature				Winter	Summer	Total
CEILING				5	1	6
Surface Area: 0		Insulation: 6				
WALL				-19	0	-19
Surface Area: 4		Insulation: -23		Mass: 0		
FLOOR				22	-5	17
Surface Area: 16		Insulation: -3		Mass: 4		
AIR LEAKAGE (Percentage of score shown for each element)				7	0	7
Fire Place 0 %		Vented Skylights 0 %				
Fixed Vents 0 %		Windows 43 %				
Exhaust Fans 24 %		Doors 15 %				
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				-18	-4	-22
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
ESE	4	10%	-18	5	-2	-15
WNW	2	4%	-9	3	-1	-7
Total	6	14%	-27	9	-4	-22

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

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

		Winter	Summer	Total
RATING	★ ★ ★ ★ ★ ★	-3	-7	21*

* includes 32 points from Area Adjustment

Detailed House Data

House Details

ClientName	Veramuar Pty Ltd
HouseTitle	Unit 50 Block 18 Section 14 KINGSTON
StreetAddress	156/11 Giles Street, Kingston ACT 2604
FileCreated	24-06-2026

Climate Details

State	
Town	
Postcode	
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	8.5m ²
2	Suspended Slab	Enclosed	No	Yes	No	Carp	R0.0	35.3m ²
3	Suspended Slab	Enclosed	No	Yes	No	Vinyl	R0.0	5.2m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R0.0	10.7m	2.4m
2	Brick Veneer	No	R0.0	2.0m	2.1m
3	Brick Veneer	Yes	R0.0	4.9m	2.1m
4	Brick Veneer	Yes	R0.0	15.1m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Standard	No	Yes	R3.7	49.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	WNW	1.0m	1.2m	No	SG	ALIMPR	VE	No	1.7m	1.7m	0.3m
2	WNW	0.8m	0.9m	No	SGT	ALIMPR	VE	No	1.1m	1.1m	0.3m
3	ESE	2.1m	2.1m	No	SG	ALIMPR	HD	No	1.4m	1.4m	0.3m

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	WNW	1.0m	1.2m	10.0m	1.7m	4.3m	-4.0m	0.0m	0.0m	0.6m	1.7m
3	ESE	2.1m	2.1m	0.0m	0.0m	0.0m	0.0m	3.0m	0.5m	1.8m	2.6m

Zoning Details

Is there Cross Flow Ventilation ?	Average
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Air Leakage Details

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

	Sealed	UnSealed
Chimneys	0	0
Vents	0	0

Fans	1	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 Aintree 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

Veramaur Pty Ltd
156/11 Giles St
GRIFFITH ACT 2603
AUSTRALIA

Invoice Date
12 Jun 2026

Invoice Number
INV-70532

Reference
156/11 Giles Street, Kingston
ACT 2604

ABN
33 600 397 466

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

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

Due Date: 1 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

Veramaur Pty Ltd
136/11 Giles St
GRIFFITH ACT 2603
AUSTRALIA

Payment Date
15 Jun 2026

Sent Date
16 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
12 Jun 2026	INV-70532	Payment	425.00	425.00	0.00
			Total AUD	425.00	0.00



THE TRUSTEE FOR BELL FAMILY TRUST
25 KINGFISHER CIRUIT
EDEN NSW 2551

Our reference: 7171093961723

Phone: **13 28 66**

17 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,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411209918220
Vendor name	VERAMAUR PTY. LTD. THE TRUSTEE FOR BELL FAMILY TRUST
Clearance Certificate Period	11 June 2026 to 11 June 2027

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours faithfully,

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.