

Community Title Act 2001 • Form 5

Sale of Lot(s) in a Community Title Scheme Statement by Seller

If you are selling your lot(s) or are a mortgagee exercising a power of sale of lot(s), in a community title scheme, you must complete this statement and give it to the buyer of the lot(s) before the buyer enters into the contract of sale. You must attach a copy of this statement to the contract as the first or top sheet.

Part 1: Lot Details

Block(s) **52**
Section(s) **60**
Suburb(s) **Kingston**
Street address **214/17 The Causeway, Kingston ACT 2604**

The above lot(s) is/are included in a community title scheme that imposes obligations on the owner of the lot.

Community Title Scheme No. **32**

Part 2: Body Corporate/Manager details

If it is the duty of the body corporate manager to act for the body corporate in supplying community title certificates, please provide the manager's details.

Surname or Company name **Signature Strata**
Title / First Name / Initials or Australian Company Number (ACN) **26 618 370 040**
Posta address **17/11 National Circuit Barton ACT 2600**
Telephone number **6185 0347**
Fax number
Email **info@signaturestrata.com.au**

Part 3: Owner/Buyer's obligations

Annual contributions (as fixed by the body corporate payable by the owner of the lot):

Community Title Levies form a portion of Body Corporate Levies.

The improvements on common property of the community title scheme which the owner of the lot(s) is are as follows: (List the obligations imposed on the owner of the lot. Please attach if more space is required.)

refer to the CTS Annual General Minutes dated 26 July 2023 attached



Part 4: Seller's declaration

I/we the undersigned, being the seller(s) of the above lot(s), included in a community title scheme, hereby declare that the information provided in this statement is true and complete.

Signature(s) _____

If a company, capacity/authority _____

Date ____ / ____ / ____

Note: If you are an agent of the seller(s), you must attach a statement of authority to act on behalf of the seller(s).

Note: The buyer may cancel the contract if:

- (a) the seller has not substantially completed this statement; and
- (b) settlement has not taken place.

**MINUTES OF THE ANNUAL GENERAL MEETING
OF THE OWNERS OF CTS 32**

‘KINGSBOROUGH VILLAGE’

**THE CAUSEWAY, DAWES ST, PARBERY ST & CUNNINGHAM ST,
KINGSTON, ACT, 2604**

Venue: Microsoft Teams Meeting

Date: Wednesday, 26th July 2023

Time: 5:30PM

Attendance: R Milthorpe (Block A)
A Wijeyeratne (Block B)
K Wijnberg (Block B)
R Weeks (Block C)
M Miko (Block C)
B Rayner (Block D)
N Southwell (Block D)
M Knaus (Block E)
C Montemayor (Block E)

Apologies:

Observers: D Paull, M Bentley, B Cohan, B Murfin, V Brown, E Hamey, A Broome, Ruth and Andrew, D Green,
D Capezio, S Schechter

1. CHAIRPERSON, PROXIES AND APOLOGIES

It was **resolved** that B Reyer chair the meeting. No proxies or apologies were received.

2. ADOPTION OF MINUTES

Motion 1 Ordinary Resolution:

It was **resolved** that the minutes of the previous General Meeting be confirmed.

3. INSURANCE

Motion 2 Special Resolution:

It was **resolved via special resolution** that the Owners Corporation authorise the Executive Committee by Special Resolution, upon renewal of the existing insurance policy, to act on its behalf to:

- a) obtain quotations,
- b) give consideration to premium funding the policy if necessary,
- c) to place and/or renew the insurance policy on terms that the Committee considers appropriate,
- d) obtain an Insurance Valuation Report from a qualified contractor if necessary.

**MOTION CARRIED
NO DISSENT NOTED**

4. FINANCIAL REPORTS

Motion 3 Ordinary Resolution:

It was **resolved** that the financial accounts for the period 1st of June 2022 to 30th of April 2023 as presented be accepted.

MOTION CARRIED

5. AUDITED FINANCIALS

Motion 4 Ordinary Resolution:

It was **resolved** that upon conclusion of the current financial year, the Owners Corporation authorise the Manager to have the financial statements audited and then have the audited financials together with the audit report presented at the next Annual General Meeting for adoption.

MOTION CARRIED

6. ADMINISTRATION FUND CONTRIBUTION

Motion 5 Ordinary Resolution:

MOTION 5.a: That the Administration Fund budget of \$258,407.39 plus GST for the period 1st of May 2023 to 30th of April 2024 be adopted and that a contribution be determined to the Administration Fund equal to the sum of the budget, to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 21st of August 2023, 21st of October 2023, 21st of January 2024 and 21st of April 2024.

MOTION DEFEATED

MOTION 5.b: It was **resolved** that the Administration Fund budget of \$295,917.39 plus GST for the period 1st of May 2023 to 30th of April 2024 be adopted and that a contribution be determined to the Administration Fund of \$258,407.39 plus GST, to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 21st of August 2023, 21st of October 2023, 21st of January 2024 and 21st of April 2024.

MOTION CARRIED

Discussion was had around the preparation of the budget and that due to the shortened financial year there was a surplus of funds and that there was an allowance for the oncoming Executive Committee to discuss special projects and proceed based of the priority of the project.

7. SINKING FUND CONTRIBUTION

Motion 6 Ordinary Resolution:

It was **resolved** that a contribution of \$18,093.08 plus GST be determined to the sinking fund for the period 1st of May 2023 to 30th of April 2024 to be contributed by owners in accordance with their Units Of Entitlement and payable by 4 instalments due on 21st of August 2023, 21st of October 2023, 21st of January 2024 and 21st of April 2024.

MOTION CARRIED

It was noted that the CTS was not required to obtain a sinking fund report.

8. MAINTENANCE PLAN (Obtain)

Motion 7 Ordinary Resolution:

It was **resolved** that the Owners Corporation authorise the Executive Committee to appoint a suitable contractor to prepare a maintenance plan as required under the Unit Titles (Management) Act 2011.

MOTION CARRIED

9. CONTRACTS AND SERVICE AGREEMENTS

Motion 8 Ordinary Resolution:

It was **resolved** that the Owners Corporation authorise the incoming Executive Committee to review any management or other contracts/service agreements that become due for renewal before the next Annual General Meeting and execute contracts/agreements as required.

MOTION CARRIED

10. ELECTRIC VEHICLE CHARGING EQUIPMENT

Motion 9 Special Resolution:

It was **resolved via special resolution** that the Community Title Scheme enter into a five-year agreement with ActewAGL Retail for the supply, installation and maintenance of Electric Vehicle Charging Equipment, as per 'Site Licence' attached

**MOTION CARRIED
NO DISSENT NOTED**

It was noted that there would be a request for adequate notice be provided for power outages related to the installation of the electric vehicle charging.

11. EXECUTIVE COMMITTEE (Election)

Motion 10 Ordinary Resolution:

It was **resolved** that the Body Corporate accepts the Committee of Management be made up of the following:

- Representatives, R Milthorpe and a vacancy, pending changes with their Executive Committee Meeting to appoint office bearers.
- Representatives, A Wijeyeratne and K Wijnberg, of Lot 2, pending changes with their Annual General Meeting.
- Representatives, M Miko and R Weeks, of Lot 3, pending changes with their Annual General Meeting.
- Representatives, B Rayner and N Southwell, of Lot 4, pending changes with their Annual General Meeting.
- Representatives, C Montemayor and M Knaus, of Lot 5 pending changes with their Annual General Meeting.

12. BUILDING MANAGEMENT AGENCY AGREEMENT

Motion 11 Ordinary Resolution:

It was **resolved** that the Owners Corporation authorise the Executive Committee to enter into a written On-Site Building Management Agreement appointing Vantage Strata as follows:

- a) That Vantage Strata be appointed as the Manager for On-Site Building Management Services, for a period of 1 year/s.
- b) That Vantage Strata and the Owners Corporation to operate under the terms and conditions specified in the aforementioned Management Agreement.

MOTION CARRIED

13. GENERAL BUSINESS

Moderation of the Facebook Group:

It was raised that there was a concern around the moderation of the Facebook Group and that it had been used for both community purposes and for formal communication to residents of the village, although the formal communication should be coming from Strata. This has raised a concern that there was a mix of communication and moderation of the page and that if there was to be Committee of Management presence in the group that the moderation should be through an appointed individual or group and no longer be connected to the developer. Discussion was had around the topic, and it was decided to be raised at the next Executive Committee meeting.

Replanting of the Causeway:

It was raised that the refurbishment of the Causeway should include replanting of the Lomandras around the rest of the Kingsborough street frontage, noting that the Parbery Street plantings have many gaps. It was decided that the Strata Manager would raise this issue with the gardener.

ACAT Matter:

It was noted that the Block E ACAT matter had been finalized and that the decision to remove the lockboxes as directed by Block E to Vantage Strata was upheld and that there were no conflicts of interest.

Dated: 05 Jul 2023

Vantage Strata Pty Ltd

Managing Agents for Units Plan CTS 32



Site Licence: Electric Vehicle Charging Sites

Land owner (ABN xx xxx xxx xxx)

("The Licensor")

ActewAGL Retail (ABN 46 221 314 841) a partnership of AGL ACT Retail Investments Pty Limited (ABN 53 093 631 586) and Icon Retail Investments Limited (ABN 23 074 371 207)

("Licensee")

Site Licence: Electric Vehicle Charging Sites

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Details

Parties	The Licensor and Licensee	
The Licensor	Name	XXXXXXXXXXXX
	ABN	Xx xxx xxx xxx
	Address	Insert address
	For general correspondence:	Name
	Telephone	xxxxxxxx
	Fax	N/A
	Email	xxxx
Licensee	Name	ActewAGL Retail (ABN 46 221 314 841) a partnership of AGL ACT Retail Investments Pty Limited (ABN 53 093 631 586) and Icon Retail Investments Limited (ABN 23 074 371 207)
	ABN	46 221 314 841
	Address	ActewAGL House 40 Bunda Street Canberra City ACT 2601
	For general correspondence:	Lahiru Hapuarachchi
	Telephone	0262483474
	Email	Lahiru.Hapuarachchi@actewagl.com.au
Recitals	A	The Licensor is the registered proprietor of the Land.
	B	The Licensee wishes to access and use the Licensed Area for the purposes of the installation, operation, maintenance and repair of the Electric Vehicle Charging Equipment by the Licensee and the Licensor has agreed to grant a non-exclusive right for that purpose under the terms of this Agreement.
Date of Agreement	See Signing page	

Site Licence: Electric Vehicle Charging Sites

General terms

1 Interpretation

1.1 Definitions

The following words have these meanings in this Agreement unless the contrary intention appears.

Agreement means this site licence.

Business Day means any day other than a Saturday, Sunday or ACT Public Holiday.

Commencement Date means the date identified in Item 1 of Schedule 1.

Crown Lease means the crown lease identified in Item 4 of Schedule 1.

Electric Vehicle Charging Equipment means the equipment identified in Item 5 of Schedule 1.

GST has the meaning it has in the GST Act.

GST exclusive market value has the meaning it has in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Input Tax Credit has the meaning it has in the GST Act.

Land means the land identified in the Crown Lease.

Liability Cap means \$10 million.

Licensed Area means the area shown as 'Licensed Area' on the Licensed Area Plan and includes two electric vehicle charge point parking bays adjacent to the Electric Vehicle Charging Equipment.

Licensed Area Plan means the plans at Annexure A to this Agreement.

Licensee's Employee's and Agents means the employees, agents and contractors of the Licensee.

Licensor's Employee's and Agents means the employees, agents and contractors of the Licensor.

Permitted Use means the installation, operation, maintenance and repair of the Electric Vehicle Charging Equipment by the Licensee and access by the Licensee's invitees to one parking bay adjacent to each electric vehicle charge point located on the Licensed Area (for example, if there are two electric vehicle charge points on the Licensed Area, the Licensor must make available two parking bays to the Licensee's invitees).

Tax Invoice has the meaning it has in the GST Act.

Term means the term identified in Item 2 of Schedule 1.

1.2 References to certain general terms

In this Agreement, unless the contrary intention appears:

- (a) a reference to a person includes the persons, executors, administrators, successors and permitted transferees and assigns;
- (b) a reference to a clause, paragraph, annexure or schedule is to a clause or paragraph of, annexure or schedule to, this Agreement;
- (c) the singular includes the plural and vice versa;
- (d) the word 'person' includes a firm, a body corporate, an unincorporated association or an authority;
- (e) "including" when introducing a list of items does not limit the words to which the list relates to those items or to items of a similar kind;
- (f) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (g) law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them); and
- (h) an agreement, representation, warranty, indemnity or release in favour of two or more persons is for the benefit of them jointly and each of them severally.

1.3 Headings

Headings are inserted for convenience and do not affect the interpretation of this Agreement.

2 Consideration

This Agreement is entered into in consideration of the parties incurring obligations and giving rights under this Agreement and for other valuable consideration.

3 Licence

3.1 Grant

- (a) The Licensor grants to the Licensee, the Licensee's Employees and Agents and the Licensee's invitees the exclusive right to access (subject to clause 3.2) and use the Licensed Area for the Term (and any period of holding over) for the Permitted Use.
- (b) The right in this clause 3.1 is granted subject to the right of the Licensor and any other person permitted by the Licensor to use the Licensed Area from time to time in any way that is not inconsistent with the Licensee's rights under this Agreement.

3.2 Access to Licensed Area

Subject to clause 3.3, the Licensee (and the Licensee's Employees and Agents) may have access to the Licensed Area at the Licensee's risk. The Licensee must not knowingly and must use its best endeavours to procure that the Licensee's Employees and Agents do not unreasonably impede access to or traffic flows around the surrounding buildings or disrupt or interfere with the quiet enjoyment and use of surrounding buildings by the respective tenants and occupiers.

3.3 The Licensor may limit Access

If the Licensor, acting reasonably, decides there is an emergency, the Licensor may stop the Licensee from having access to the Licensed Area for the duration of the emergency.

3.4 Option to Renew

- (a) The Agreement may be extended by the Licensee for further period(s), specified in item 3 of Schedule 1 (each an **Option Period**), on the terms and conditions then in effect, by giving written notice to the Licensor. Such notice must be given at least 10 Business Days before the end of the current agreement term.
- (b) A notice under clause 3.4(a) must be given in accordance with clause 12.9.

4 Works and Installation of Equipment

4.1 Consent

- (a) The Licensee must obtain all approvals and permits required for the installation of the Electric Vehicle Charging Equipment and any works to the Licensed Area to be carried out by the Licensee. The Licensor will assist the Licensee in obtaining approvals and permits where necessary or required.
- (b) Notwithstanding the above, the Licensor agrees and acknowledges that:
 - (i) it has consented to the installation of the Electric Vehicle Charging Equipment; and
 - (ii) in an emergency, the Licensee may carry out works to the Licensed Area without the consent of the Licensor.

4.2 Ownership of installed equipment

The Licensee retains ownership of the Electric Vehicle Charging Equipment installed within the Licensed Area, and the parties agree and acknowledge that the Electric Vehicle Charging Equipment is not affixed to the Land.

5 Licensee's general obligations

5.1 General obligations

The Licensee must:

- (a) keep the Electric Vehicle Charging Equipment clean and tidy;

- (b) inform the Licensor of damage to the Licensed Area or of a faulty utility service in the Licensed Area as soon as reasonably practicable after the Licensee becomes aware of it;
- (c) ensure that the public liability insurance required by clause 8 covers the Licensed Area and the Electric Vehicle Charging Equipment and the use of it by the Licensee and the Licensee's Employees and Agents; and
- (d) follow any reasonable and lawful instructions given by the Licensor and any person appointed by The Licensor to control the Licensed Area or access to it.
- (e) reimburse the Licensor for energy recorded by the Electric Vehicle Charging Equipment, where that Equipment is wired to an electricity meter for which the Licensor is financially liable. The reimbursement will quarterly and be credited to the Licensor's electricity bill in the first instance.

5.2 Prohibited acts

The Licensee must not:

- (a) alter the Licensed Area (except with the Licensor's consent);
- (b) store or use inflammable, volatile or explosive substances or contaminants on the Licensed Area;
- (c) do anything to contaminate, pollute or increase toxicity in the Licensed Area; or
- (d) do anything in or around the Licensed Area which in the Licensor's reasonable opinion may be unlawful or unsafe.

6 Maintenance and Repair

6.1 Repair

- (a) Except because of the actions of third parties, the Licensee agrees to keep the Licensed Area and the Electric Vehicle Charging Equipment in good repair and condition (excluding where such repair is required as a result of the actions of the Licensor, its invitees, or the Licensor's Employees and Agents).
- (b) The Licensee acknowledges that the Licensed Area was in good repair and condition at the Commencement Date.

7 The Licensor's Rights and Obligations

7.1 To enter

- (a) Subject to subclause (b), the Licensor may enter the Licensed Area at any time, at its own risk but subject to clause 9, without notice for any purpose, including, but not limited to, to see if the Licensee is complying with its obligations under this Agreement or to do anything the Licensor may do under this Agreement.

- (b) The Licensor must not interfere or threaten to interfere with the installation, operation, maintenance or repair of the Electric Vehicle Charging Equipment when entering or on the Licensed Area.

7.2 Obligations

- (a) The Licensor must, if requested by the Licensee:
 - (i) provide the Licensee access to and use of the electrical switchboard on the Land if the Licensee determines it is suitable to connect the Electric Vehicle Charging Equipment; and
 - (ii) negotiate in good faith with the Licensee to permit the Licensee to paint any parking bay in the Licensed Area, with its own branding and/or with signage indicating that the parking bay is for the use of the Licensee's invitees who wish to charge their electric vehicles.
- (b) The Licensor must not allow any third party to install or operate any equipment the same as or similar to the Electric Vehicle Charging Equipment on the Land.

8 Insurance

8.1 Public risk policy

The Licensee must maintain a public liability policy for an amount of not less than \$20 million to cover claims in respect to any single event or series or related events arising in connection with this Agreement.

8.2 Copy of Certificate of Currency

The Licensee must give a copy of the certificate of currency to the Licensor annually upon request from the Licensor.

9 Limitation of liability

9.1 Limitation of Liability

- (a) The Licensee is not liable to the Licensor for any kind of:
 - (i) indirect, special or consequential loss or damage;
 - (ii) loss of profit, loss of anticipated profit, loss of revenue or loss of opportunity; or
 - (iii) loss arising from business interruption, loss of data or loss of contract;

howsoever suffered or incurred by the Licensor and whether or not arising out of or in connection with this Agreement or a third party claim.
- (b) Despite any other clause of this Agreement, the Licensee's maximum liability to the Licensor for any and all claims in relation to or arising from this Agreement is limited to the Liability Cap.

10 Termination

10.1 Termination for Convenience

Despite any other clause of this Agreement, the Licensee may terminate this Agreement for any reason by giving the Licensor 3 months' notice in writing.

11 Make Good Requirements

11.1 Make good on expiry or termination

Subject to any inconsistent requirements in clause 11.2, on expiry or termination of this Agreement, the Licensee must unless otherwise agreed with the Licensor:

- (a) remove the Electric Vehicle Charging Equipment and repair any damage caused by its removal;
- (b) ensure the Licensed Area is in no less state of repair than the immediate surrounding area due to the installation of the Electric Vehicle Charging Equipment; and
- (c) replace or reinstate any surfaces which been penetrated or moved in connection with the Electric Vehicle Charging Equipment.

11.2 Make good on termination for convenience

- (a) The Licensor releases the Licensee from and against any loss or damage the Licensor may suffer as a result of its exercise of rights under clause 10.1 and complying with its obligations under this clause 11.2.

12 Miscellaneous

12.1 Waiver and variation

A provision of or a right under this Agreement may not be waived or varied except in writing signed by whoever is to be bound.

12.2 No waiver

If a party (**first party**):

- (a) does not exercise or delays exercising any right under this Agreement;
- (b) gives any concession to the other party (**second party**); or
- (c) attempts to mitigate its loss,

it is not a waiver of any breach or of the first party's rights under this Agreement.

12.3 Approvals

Unless otherwise stated, the Licensor may give conditionally or unconditionally or withhold its approval but in doing so must not delay and must act reasonably.

12.4 Accrued rights

Expiry or termination of this Agreement does not affect any accrued rights up to the date of expiry or termination.

12.5 Warranties and undertakings

- (a) The Licensee warrants that it:
 - (i) has relied only on its own enquiries in connection with this Agreement and not on any representation or warranty by the Licensor or any person acting or seeming to act on the Licensor's behalf; and
 - (ii) has satisfied itself in respect of the suitability of the Licensed Area for the purpose under this Agreement.
- (b) Each party warrants it has full power and authority to enter into this Agreement and the transactions contemplated by it.

12.6 No partnerships

Nothing contained or implied in this Agreement constitutes a party the partner, agent, or legal representative of another party for any purpose or creates any partnership, agency or trust, and no party has any authority to bind another party in any way.

12.7 Counterparts

This Agreement may consist of a number of copies, each signed by one or more parties to the Agreement. If so, the signed copies are treated as making up the one document.

12.8 Governing law

This Agreement is governed by the law in force in the Australian Capital Territory. Each party submits to the non-exclusive jurisdiction of the courts of that place.

12.9 Notice

Any notice given under this Agreement must be in writing and may only be given by any of the following methods:

- (a) given to the relevant party personally;
- (b) sent by email to the relevant party at the email address identified in the Details of this Agreement; or
- (c) sent by pre-paid post to the address of the relevant party noted in the 'Details' section of this Agreement.

13 GST

13.1 Recovery of GST

If a supply under this Agreement is subject to GST, the recipient must pay to the supplier an additional amount equal to the Amount of the Consideration multiplied by the applicable GST rate.

13.2 Time of payment

The additional amount is payable at the same time as the consideration for the supply is payable or is to be provided. However, the additional amount need not be paid until the supplier gives the recipient a Tax Invoice.

13.3 Adjustment of additional amount

If the additional amount differs from the amount of GST payable by the supplier, the parties must adjust the additional amount.

13.4 Reimbursement

If a party is entitled to be reimbursed or indemnified under this agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an Input Tax Credit.

Schedule 1

Item	Description	Detail
1	Commencement Date	XX-XX-2022
2	Term	5 years from the Commencement Date.
3	Option Period	5 years
4	Crown Lease	Block xx and section xx in insert suburb, also known as insert address
5	Electric Vehicle Charging Equipment	Insert number of chargers x insert hardware description # of signs x EV Charging Station signage

Signing page

Executed as an agreement

DATED: _____

EXECUTED by **XXXXXXXXXX**)
(ABN X XXX XXX) by its authorised)
representative:)

.....)
Signature of witness)

.....)
Name of witness (block letters))
)

.....
Signature of authorised representative

.....
Name of authorised representative
(block letters)

EXECUTED by **ACTEWAGL**)
RETAIL (ABN 46 221 314 841) by its)
authorised representative:)

.....)
Signature of witness)

.....)
Name of witness (block letters))

.....
Signature of authorised representative

.....
Name of authorised representative
(block letters

Vantage Strata Pty Ltd

Proposed Budget for Unit Title CTS 32

KINGSBOROUGH VILLAGE, The Causeway, Dawes St, Parbery St & Cunningham St KINGSTON

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
Level 4, DKS No 2. 23 Challis Street DICKSON ACT 2602 Ph 1800878728 Fax

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Administrative Fund

	Proposed Budget (01/06/2023-31/05/2024)	Current Actual (01/06/2022-31/05/2023)	Current Budget (01/06/2022-31/05/2023)
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Income

Car Park Revenue	\$0.00	\$1,252.00	\$0.00
Insurance Claim Recoveries	\$0.00	\$4,736.80	\$0.00
Interest	\$0.00	\$0.00	\$0.00
Levy Income Admin	\$295,917.39	\$302,821.54	\$243,143.00

Total Admin Fund Income

	\$295,917.39	\$308,810.34	\$243,143.00
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Expense

Accounting Fees	\$0.00	\$0.00	\$0.00
Audit Fees	\$1,250.00	\$0.00	\$4,500.00
BAS & Tax Preparation	\$450.00	\$0.00	\$450.00
Bank Charges	\$0.00	\$(0.41)	\$0.00
Banking, Software & Infrastructure	\$330.75	\$315.00	\$315.00
Building Management	\$126,360.00	\$63,798.26	\$105,300.00
Cleaning - Contract	\$3,250.00	\$1,300.00	\$9,880.00
Cleaning Supplies	\$250.00	\$94.40	\$750.00
Community Garden	\$0.00	\$0.00	\$0.00
Community Title Scheme Contribution	\$5,000.00	\$2,316.65	\$11,523.00
Consultancy Fees	\$0.00	\$0.00	\$0.00
Contingency	\$0.00	\$0.00	\$0.00
Contractor Compliance Fee	\$350.00	\$87.00	\$0.00
Facilities Management Services	\$0.00	\$0.00	\$0.00
Gardening - Contract	\$25,200.00	\$20,649.08	\$24,000.00
Gardening - Irrigation	\$3,000.00	\$0.00	\$3,000.00
Gardening - Plants and Trees	\$1,250.00	\$90.91	\$500.00
Insurance Excess Payments	\$0.00	\$0.00	\$0.00
Insurance Payouts	\$0.00	\$0.00	\$0.00
Insurance Premium	\$10,350.00	\$7,803.68	\$9,000.00
Keys, Remotes & Swipes	\$0.00	\$1,634.27	\$0.00
Lodgement Fees	\$300.00	\$348.45	\$0.00
Man. Fees - Previous Strata Manager	\$0.00	\$0.00	\$0.00
Management Fees (Schedule B)	\$0.00	\$150.00	\$0.00
Management Fees - Building Manager	\$0.00	\$52,650.00	\$0.00
Management Fees - Strata	\$10,685.63	\$8,000.00	\$10,425.00
Miscellaneous Expenses	\$0.00	\$3,472.74	\$0.00
R & M Buildings	\$0.00	\$0.00	\$0.00
R & M Electrical	\$5,000.00	\$5,905.00	\$5,000.00
R & M General	\$5,000.00	\$5,034.66	\$25,000.00
R & M Plumbing	\$0.00	\$0.00	\$0.00
Rates - ACT Revenue Office	\$11,562.49	\$20,315.37	\$6,000.00
Reports - Asset Register	\$0.00	\$0.00	\$9,500.00
Reports - Consultants	\$4,600.00	\$0.00	\$0.00
Reports - Sinking Fund Plan	\$5,000.00	\$0.00	\$0.00

Vantage Strata Pty Ltd
Proposed Budget for Unit Title CTS 32

KINGSBOROUGH VILLAGE, The Causeway, Dawes St, Parbery St & Cunningham St KINGSTON

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
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Administrative Fund

	Proposed Budget	Current Actual	Current Budget
	(01/06/2023-31/05/2024)	(01/06/2022-31/05/2023)	(01/06/2022-31/05/2023)
Rubbish Removal	\$0.00	\$0.00	\$0.00
Security General	\$0.00	\$0.00	\$0.00
Security Guard	\$0.00	\$0.00	\$0.00
Security Upgrade	\$37,510.00	\$0.00	\$0.00
Special Project/s	\$39,218.52	\$12,408.00	\$18,000.00
Waste & Recycling Bins	\$0.00	\$0.00	\$0.00
Total Admin Fund Expense	\$295,917.39	\$206,373.06	\$243,143.00
TOTAL ADMIN LEVY INCOME	\$295,917.39	\$302,821.54	\$243,143.00
ADD: ADMIN GST	\$29,591.74		\$24,314.30
TOTAL ADMIN BUDGET	\$325,509.13		\$267,457.30

Vantage Strata Pty Ltd
Proposed Budget for Unit Title CTS 32

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Sinking Fund

	Proposed Budget	Current Actual	Current Budget
	(01/06/2023-31/05/2024)	(01/06/2022-31/05/2023)	(01/06/2022-31/05/2023)

Income

Interest	\$0.00	\$0.00	\$0.00
Levy Income Sinking	\$18,093.08	\$10,455.72	\$6,269.12

Total Sinking Fund Income

\$18,093.08	\$10,455.72	\$6,269.12
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Expense

Miscellaneous Expenses - Sinking	\$0.00	\$6,215.00	\$0.00
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Total Sinking Fund Expense

\$0.00	\$6,215.00	\$0.00
---------------	-------------------	---------------

TOTAL SINKING LEVY INCOME

\$18,093.08	\$10,455.72	\$6,269.12
--------------------	--------------------	-------------------

ADD: SINKING GST

\$1,809.31		\$626.91
-------------------	--	-----------------

TOTAL SINKING BUDGET

\$19,902.39		\$6,896.03
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Vantage Strata Pty Ltd
Proposed Budget for Unit Title CTS 32

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Budget Summary (01/06/2023-31/05/2024)

	Proposed	1st Instalment 21/08/2023	2nd Instalment 21/10/2023	3rd Instalment 21/01/2024	4th Instalment 21/04/2024	TOTAL (01/06/2023-31/05/2024)
Administrative Fund	\$325,509.13	\$81,377.30	\$81,377.30	\$81,377.30	\$81,377.30	\$325,509.20
Sinking Fund	\$19,902.39	\$4,975.60	\$4,975.60	\$4,975.60	\$4,975.60	\$19,902.40
Contribution Schedule Total	\$345,411.52	\$86,352.90	\$86,352.90	\$86,352.90	\$86,352.90	\$345,411.60
Amount to Collect	\$345,411.52	\$86,352.90	\$86,352.90	\$86,352.90	\$86,352.90	\$345,411.60

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$0.05

Vantage Strata Pty Ltd
Proposed Budget for Unit Title CTS 32

KINGSBOROUGH VILLAGE, The Causeway, Dawes St, Parbery St & Cunningham St KINGSTON

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Levy Adjustment Summary (01/06/2023-31/05/2024)

Contribution Schedule			Aggregate Units of Entitlement (UOE) - 100	
Due Date	Levy Period	Admin	Sinking	Total
21/08/2023	01/06/2023 - 31/08/2023	\$813.77	\$49.76	\$863.53
21/10/2023	01/09/2023 - 30/11/2023	\$813.77	\$49.76	\$863.53
21/01/2024	01/12/2023 - 29/02/2024	\$813.77	\$49.76	\$863.53
21/04/2024	01/03/2024 - 31/05/2024	\$813.77	\$49.76	\$863.53
Financial Year Total per Units of Entitlement		\$3,255.09	\$199.02	\$3,454.12
Financial Year Aggregate		\$325,509.20	\$19,902.40	\$345,411.60
Proposed Budget Amount		\$325,509.13	\$19,902.39	\$345,411.52
Next Year Pre Issue Aggregate		\$0.00	\$0.00	\$0.00

Vantage Strata Pty Ltd

Proposed Budget for Unit Title CTS 32

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Owner Summary (01/06/2023-31/05/2024) - Contribution Schedule

UOE	Lot(s)	1st Instalment 21/08/2023	2nd Instalment 21/10/2023	3rd Instalment 21/01/2024	4th Instalment 21/04/2024	TOTAL (01/06/2023-31/05/2024)
10	1					
		Admin	\$8,137.74	\$8,137.74	\$8,137.74	\$32,550.96
		Sinking	\$497.56	\$497.56	\$497.56	\$1,990.24
		Owner Total	\$8,635.30	\$8,635.30	\$8,635.30	\$34,541.20
35	2					
		Admin	\$28,482.04	\$28,482.04	\$28,482.04	\$113,928.16
		Sinking	\$1,741.46	\$1,741.46	\$1,741.46	\$6,965.84
		Owner Total	\$30,223.50	\$30,223.50	\$30,223.50	\$120,894.00
12	3					
		Admin	\$9,765.28	\$9,765.28	\$9,765.28	\$39,061.12
		Sinking	\$597.07	\$597.07	\$597.07	\$2,388.28
		Owner Total	\$10,362.35	\$10,362.35	\$10,362.35	\$41,449.40
26	4					
		Admin	\$21,158.09	\$21,158.09	\$21,158.09	\$84,632.36
		Sinking	\$1,293.66	\$1,293.66	\$1,293.66	\$5,174.64
		Owner Total	\$22,451.75	\$22,451.75	\$22,451.75	\$89,807.00
17	5					
		Admin	\$13,834.15	\$13,834.15	\$13,834.15	\$55,336.60
		Sinking	\$845.85	\$845.85	\$845.85	\$3,383.40
		Owner Total	\$14,680.00	\$14,680.00	\$14,680.00	\$58,720.00

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$0.05

Vantage Strata Pty Ltd
Proposed Budget for Unit Title CTS 32

KINGSBOROUGH VILLAGE, The Causeway, Dawes St, Parbery St & Cunningham St KINGSTON

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Contribution Summary (01/06/2023-31/05/2024)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
1	Contribution Schedule Owner Total	10	\$32,550.96 \$32,550.96	\$1,990.24 \$1,990.24	\$0.00 \$34,541.20
2	Contribution Schedule Owner Total	35	\$113,928.16 \$113,928.16	\$6,965.84 \$6,965.84	\$0.00 \$120,894.00
3	Contribution Schedule Owner Total	12	\$39,061.12 \$39,061.12	\$2,388.28 \$2,388.28	\$0.00 \$41,449.40
4	Contribution Schedule Owner Total	26	\$84,632.36 \$84,632.36	\$5,174.64 \$5,174.64	\$0.00 \$89,807.00
5	Contribution Schedule Owner Total	17	\$55,336.60 \$55,336.60	\$3,383.40 \$3,383.40	\$0.00 \$58,720.00
	Overall Total		\$325,509.20	\$19,902.40	\$345,411.60

Schedule	UOE
Contribution Schedule	100

Schedule

Land	The unexpired term of the Lease	Unit 47	UP No. 4802	Block 52	Section 60	Division/District Kingston
	and known as 214/17 The Causeway, Kingston ACT 2604					
Seller	Full name	Joel Nicolas Scaramella and Katrina Carmen Scaramella				
	ACN/ABN					
	Address	2 Cuttriss Street Muirhead NT 0810				
Seller Solicitor	Firm	Morris Legal Group Pty Limited ACN 627 383 313				
	Email	erin@morrislegalgroup.com.au				
	Phone	+61 1300 047 227		Ref Erin Taylor		
	DX/Address	Ground Floor, 1/59 Wentworth Avenue, Kingston ACT 2604				
Stakeholder	Name	Hive Property (ACT) Pty Limited Trust Account				
Seller Agent	Firm	Hive Property (ACT) Pty Limited				
	Ref	Tom@hivecbr.com.au				
	Phone	+61 (2) 6182 1802		Ref Tom Wiggins		
	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 and window treatments as inspected.				
Date for Registration of Units Plan		Not Applicable				
Date for Completion		On or before 28 days from the Date of this Contract				
Electronic Transaction?		☐ No ☒ Yes, using Nominated ELN: PEXA				
Land Tax to be adjusted?		☐ No ☒ Yes				
Residential Withholding Tax	New residential premises?		☒ No		☐ Yes	
	Potential residential land?		☒ No		☐ Yes	
	Buyer required to make a withholding payment?		☒ No		☐ Yes (insert details on p.3)	
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		☐ No		☐ Yes	
	Clearance Certificates attached for all the Sellers?		☒ No		☐ Yes	

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

Buyer	Full name					
	ACN/ABN					
	Address					
Buyer Solicitor	Firm					
	Email					
	Phone			Ref		
	DX/Address					
Price	Price			(GST inclusive unless otherwise specified)		
	Less deposit			(10% of Price)		
	Balance			☐ Deposit by Instalments (clause 52 applies)		
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	214/17 The Causeway, Kingston	Expiry date	17.02.27
Tenant name		Rent	\$1,370 fortnightly in advance
Commencement date	18.02.26	Rent review date	
Term	12 months	Rent review mechanism	

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

Name	Signature Strata	Phone	6185 0347
Address	17/11 National Circuit, Barton, ACT, 2600		

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

- 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.
- 4.4 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.

- 4.5 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. Notice to Complete and Default Notice

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

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

- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
 - 18.6.1 must specify the default;
 - 18.6.2 must require the party served with the Default Notice to rectify the default within 7* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and
 - 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.
- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

19. Termination — Buyer default

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

* Alter as necessary

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.

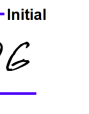
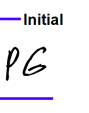
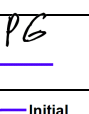
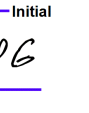
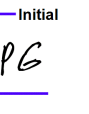
* Alter as necessary

- 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 47 UP No. 4802
Block 52 Section 60 Kingston

Residential Tenancy Agreement – ACT

Reference Schedule

No	Item	Definition	Tenant's Initials														
1.	Date of this Agreement	17/02/2026															
2.	Lessor	<table border="1"> <tr> <td>Name/s</td> <td>Katrina Scaramella & Joel Scaramella</td> </tr> <tr> <td>Address/es</td> <td>Care of Agent</td> </tr> <tr> <td>Address for Service</td> <td>As below</td> </tr> </table>	Name/s	Katrina Scaramella & Joel Scaramella	Address/es	Care of Agent	Address for Service	As below	Initial 								
Name/s	Katrina Scaramella & Joel Scaramella																
Address/es	Care of Agent																
Address for Service	As below																
3.	Tenant (jointly and severally)	<table border="1"> <tr> <td>Full Name/s</td> <td>Paula Giraldo</td> </tr> <tr> <td>Address/Email</td> <td>padegi@hotmail.com</td> </tr> <tr> <td>Address for Service</td> <td>As Above</td> </tr> </table>	Full Name/s	Paula Giraldo	Address/Email	padegi@hotmail.com	Address for Service	As Above	Initial 								
Full Name/s	Paula Giraldo																
Address/Email	padegi@hotmail.com																
Address for Service	As Above																
4.	Lessor's Licensed Agent and Nominee	<table border="1"> <tr> <td>Name</td> <td>Dovers & CO Property Services</td> </tr> <tr> <td>ABN</td> <td>614 181 583</td> </tr> <tr> <td>Licence No.</td> <td>18402145</td> </tr> <tr> <td>Trading as</td> <td>Dovers & CO Property Services</td> </tr> <tr> <td>Address</td> <td>P.O Box 103 Erindale Centre ACT, 2903</td> </tr> <tr> <td>Phone</td> <td>0413836330</td> </tr> <tr> <td>Address for Service</td> <td>P.O Box 103 Erindale Centre ACT, 2903</td> </tr> </table>	Name	Dovers & CO Property Services	ABN	614 181 583	Licence No.	18402145	Trading as	Dovers & CO Property Services	Address	P.O Box 103 Erindale Centre ACT, 2903	Phone	0413836330	Address for Service	P.O Box 103 Erindale Centre ACT, 2903	Initial 
Name	Dovers & CO Property Services																
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Trading as	Dovers & CO Property Services																
Address	P.O Box 103 Erindale Centre ACT, 2903																
Phone	0413836330																
Address for Service	P.O Box 103 Erindale Centre ACT, 2903																
5.	Property	Street Address: 214/17 The Causeway, Kingston, ACT, 2640 Unit: Block: Section: Suburb:	Initial 														
6.	Maximum Number of Occupants Permitted	1	Initial 														
7.	Term	<table border="1"> <tr> <td>Fixed Period</td> <td>12 months</td> </tr> <tr> <td>Commencement Date</td> <td>18.02.26</td> </tr> <tr> <td>End Date</td> <td>17.02.27</td> </tr> </table>	Fixed Period	12 months	Commencement Date	18.02.26	End Date	17.02.27	Initial 								
Fixed Period	12 months																
Commencement Date	18.02.26																
End Date	17.02.27																
8.	Periodic Tenancy	<table border="1"> <tr> <td>Period</td> <td>As required if no new fixed term lease is agreed to</td> </tr> <tr> <td>Commencement Date</td> <td>x</td> </tr> </table>	Period	As required if no new fixed term lease is agreed to	Commencement Date	x	Initial 										
Period	As required if no new fixed term lease is agreed to																
Commencement Date	x																
9.	Rent	<table border="1"> <tr> <td>Per Fortnight</td> <td>\$1,370</td> </tr> <tr> <td>Calendar Monthly Instalment</td> <td>\$</td> </tr> <tr> <td>Pro Rata Amount</td> <td>\$</td> </tr> </table>	Per Fortnight	\$1,370	Calendar Monthly Instalment	\$	Pro Rata Amount	\$	Initial 								
Per Fortnight	\$1,370																
Calendar Monthly Instalment	\$																
Pro Rata Amount	\$																

No	Item	Definition	Tenant's Initials								
		(to cover the period [date] to [date])									
10.	Bond	\$2,740 to be lodged with the ACT Rental Bonds Office	Initial PG PG								
11.	Bond Day	Paid once, payable on occupancy									
12.	Rent Day	On: - Every 14 calendar days from the first Rent Day, with the first Rent Day to occur on the date specified in Item 1 of the Reference Schedule, the Per Fortnight amount specified in Item 9 of the Reference Schedule [date] the Pro Rata Amount - Or, every 1st day of each month of the tenancy. - Option to be advised in advance by tenant	Initial PG								
13.	Additional Contributions	☐ Solar Installation Contribution \$0 ☐ Electricity Contribution \$0	Initial PG Initial PG								
14.	Additional Contributions Day	N/A	PG								
15.	Payment Method	☐ Direct Debit ☒ Electronic Funds Transfer ☐ DEFT Card <table border="1"> <tr> <td>Account Name</td> <td>Dovers & CO Property Services</td> </tr> <tr> <td>BSB Number</td> <td>082-902</td> </tr> <tr> <td>Account Number</td> <td>91-651-0406</td> </tr> <tr> <td>Reference</td> <td>TBA by Agent</td> </tr> </table>	Account Name	Dovers & CO Property Services	BSB Number	082-902	Account Number	91-651-0406	Reference	TBA by Agent	Initial PG
Account Name	Dovers & CO Property Services										
BSB Number	082-902										
Account Number	91-651-0406										
Reference	TBA by Agent										
16.	Tradesperson and Repairs	As per the Tradesperson List – the listed agent may act as facilitator of any and all trades and services.	Initial PG Initial								
17.	Consumption Charges	☐ Tenant liable for all consumption charges ☒ Not applicable.	PG								
18.	Property Furnished or Unfurnished (tick one)	The Property is provided as per the Inventory and Condition Report: ☐ Unfurnished ☒ Furnished ☐ Partly Furnished (appliances noted in ingoing condition report)	Initial PG								
19.	Fair Clause for Posted People (tick one)	☐ Applicable ☒ Not applicable	Initial PG								

No	Item	Definition	Tenant's Initials								
20.	Early Termination Clause (tick one)	☐ Applicable with 'Fair Clause Posting' only ☒ Not applicable	Initial PG								
21.	Permitted Pets (If applicable)	☒ Applicable ☐ Not applicable <table border="1"> <tr> <td>Number</td> <td>1</td> </tr> <tr> <td>Pet Type</td> <td>Cat</td> </tr> <tr> <td>Breed/s</td> <td></td> </tr> <tr> <td>Indoor / Outdoor</td> <td></td> </tr> </table>	Number	1	Pet Type	Cat	Breed/s		Indoor / Outdoor		Initial PG
Number	1										
Pet Type	Cat										
Breed/s											
Indoor / Outdoor											
22.	Carpet Steam Clean	☒ Applicable – with ammonium treatment if pets live the property at any point during the tenancy. ☐ Not applicable	Initial PG								
23.	Rent Increases	At the completion of the first 12months of the agreed tenancy, a weekly rent review will take place in line with relevant legislation.	Initial PG								
24.	Minimum Housing Standard	☐ Premises is required to comply ☐ Premises is not required to comply ☒ The premises is exempt If premises is required to comply: ☐ Yes, the premises complies with the Minimum Housing Standard ☐ No, the premises does not comply with the Minimum Housing Standard If the premises does not comply, (a) The reason the premises does not comply with a Minimum Housing Standard is due to (b) The proposed date by which the premises will comply is Note: If a regulation prescribes a period in which the premises must comply, the proposed date is the end of the period, or in any other case, 1 month after the day this Tenancy Agreement is entered into. If the premises is exempt, the reason for the exemption is	Initial PG								
25.	Ceiling Insulation	☐ Premises is required to comply	Initial PG								

No	Item	Definition	Tenant's Initials				
		☒ Premises is not required to comply ☐ Premises is exempt If yes, does the Premises comply with the Minimum Ceiling Insulation Standard? ☐ Yes ☐ No If the premises does not comply, the proposed date by which the premises will comply is: If the premises is exempt, the Lessor is not required to comply with the Minimum Ceiling Standard due to: ☐ the premises, or part of the premises is registered under the Heritage ACT 2004 and the installation of required ceiling insulation in a required area would, or would be likely to, have a significant adverse impact on the heritage significance of the Premises; ☒ the premises is a unit under the Unit Titles ACT 2001 in a building with 2 or more storeys and the required area is located immediately below another unit in the building; ☐ ceiling insulation is not able to be installed in a required area for structural reasons; ☐ the tenant has told the Agent/lessor in writing that the tenant does not want ceiling insulation installed in the premises; ☐ before entering into this tenancy agreement, the lessor has told the tenant in writing that the lessor intends to demolish all of the premises, or a substantial part of the premises, within 2 years after the day the lessor enters into this tenancy agreement; ☐ the tenancy agreement is for a fixed term of 12 months or less and the tenant is the former owner of the premises; ☐ the premises is a unit under the Unit Titles ACT 2001 on the top storey of a building and the lessor has written confirmation from the Owners Corporation for the building that the corporation – ☐ intends to arrange for required ceiling insulation to be installed in parts of the building, including the required area of the premises; or ☐ refuses permission for the lessor to install ceiling insulation					
26.	Emergency Contact	<table border="1"> <tr> <td>Name</td><td>Kate D'Elboux</td></tr> <tr> <td>Phone/Email</td><td>0438-090-778 services@blocktoblockmanagement.com.au</td></tr> </table>	Name	Kate D'Elboux	Phone/Email	0438-090-778 services@blocktoblockmanagement.com.au	Initial 
Name	Kate D'Elboux						
Phone/Email	0438-090-778 services@blocktoblockmanagement.com.au						

Additional Terms

These are additional terms to the Tenancy agreement between (OWNER) and (TENANT)

1. General

1.1 Where a term used in this Agreement appears in the "item" column of the Reference Schedule, that term has the meaning shown adjacent to it in the Reference Schedule.

1.2 Definitions

Unless the contrary intention appears, in these Terms:

- (a) **Act** means the *Residential Tenancies Act 1997* (ACT);
- (b) **ACAT** means the ACT Civil and Administrative Tribunal;
- (c) **Additional Contribution** means a payment to the Lessor that is required under clause 6;
- (d) **Annexure** means any annexure to this Agreement, as amended or substituted from time to time;
- (e) **Bond** means an amount paid or payable by the Tenant as security for the performance of the Tenant's obligations under this Agreement;
- (f) **Endorsement** means and endorsement by ACAT pursuant to section 10 of the Act.
- (g) **Inventory and Condition Report** means the condition report annexed to this Agreement as Annexure A, which details the state of repair or general condition of the Property, and of any goods leased with the Property, on the day it is provided to the Tenant;
- (h) **Lessor** includes the Licensed Agent specified in Item **Error! Reference source not found.** and its associates;
- (i) **Parties** means the Lessor, Tenant and Guarantors (if any) and Party means either one of them (as the case may be);
- (j) **Standard Residential Tenancy Terms** means the statutory provisions contained in Schedule 1 of the Act;
- (k) **Term** means the for the Fixed Period from the Commencement Date until the End Date specified in Item 7, unless this Agreement is terminated before the End Date of the Fixed Period, in which case it is the date on which this Agreement is terminated; and
- (l) **Tradesperson List** means the list contained in Annexure B.

2. Relevant Legislation

2.1 The Parties acknowledge that the Standard Residential Tenancy Terms prescribed under the Act apply to this Agreement.

2.2 The Parties acknowledge that any term contained in the Agreement is enforceable so long as the term:

- (a) is consistent with the Act and the Standard Residential Tenancy Terms; and
- (b) in the event that it is inconsistent under clause 2.2(a), it has been endorsed by the ACAT pursuant to clause 3.

3. Endorsement by the ACAT

3.1 The Parties acknowledge that the clauses in relation to the

following do not require an Endorsement by the ACAT:

- (a) no smoking inside the Property;
- (b) fair clause for posted people;
- (c) photographs to be taken of the Property during routine inspections; and
- (d) prohibition of pets to be kept on the Property.

3.2 If a term in this Agreement is agreed to between the Parties, but is inconsistent with the Standard Residential Tenancy Terms, then the Parties must, immediately from the Date of Agreement, do all things necessary to obtain an Endorsement from ACAT of that inconsistent term including but not limited to signing any documents.

3.3 The Parties agree that the Lessor is responsible for submitting an ACAT Application for Endorsement Form for an Endorsement under this clause 3.

3.4 If an Endorsement under clause 3.2 is obtained, then a copy of the sealed ACAT order for that Endorsement is taken to form part of this Agreement, whether or not contained in this Agreement.

4. Payment

4.1 The Tenant must pay to the Lessor:

- (a) the Rent:
 - (i) for and throughout the Term from the Commencement Date; and
 - (ii) apportioned on a pro rata basis, for the first and last instalments of Rent,
- (b) the Additional Contributions contained in clause 6(if applicable):
 - (i) on each Additional Contributions Day specified in Item 14 of the Reference Schedule; and
- (c) the Bond:
 - (i) which must not exceed the amount that is 4 weeks' Rent; and
 - (ii) in fortnightly instalments, which must be paid on each Bond Day specified in Item 11 of the Reference Schedule; and
 - (iii) the fortnightly instalments will be ascertained by applying the following formulae:
 - (A) Bond Daily Amount =
Bond divided by 4 and divided by 7
 - (B) Bond Fortnightly Instalments =
Bond Daily Amount multiplied by 26,

in the manner specified in Item 15 of the Reference Schedule.

5. Rent Increase

5.1 The Lessor may:

- (a) after conducting a rental appraisal and based off comparable rentals in the area of the Property;
- (b) by giving no less than eight (8) weeks written notice to the Tenant of its intention to increase the Rent (**Notice**) which includes the amount of the increase and the date on which the increase will

- occur; and
- (c) at intervals of at least twelve (12) months from either:
- (i) the Commencement Date for the first increase; or
 - (ii) from the date of the last increase for any increase thereafter,
- increase the rent in line with current market conditions, or by consumer price index (CPI), whichever amount is greater.
- 5.2 The Parties acknowledge that an increase under clause 5.1 is reasonable and a genuine reflection of the market conditions at the time of such increase.
-
- 6. Additional Contributions**
- Solar Installation
- 6.1 If an amount for Solar Installation is specified in Item 13 of the Reference Schedule, the Tenant:
- (a) agrees to the Lessor installing a solar system on the Property; and
 - (b) must pay to the Lessor the Solar Installation Contribution in the manner set out in clause 4.1.
- Electricity Consumption
- 6.2 If an amount for Electricity Consumption is specified in Item 13 of the Reference Schedule, the Parties acknowledge that:
- (a) the Tenant must pay to the Lessor the Electricity Consumption in the manner set out in clause 4.1;
 - (b) in accordance with the Standard Residential Tenancy Terms, the Tenant is responsible to pay for all its consumption charges (including electricity) so long as the services are separately metered;
 - (c) the electricity account for the Property will be held in the name of the Lessor's Licenced Agent; and
 - (d) the Lessor's Licenced Agent reserves the right to discontinue the service of electricity supplied to the Property if:
 - (i) an amount payable under clause 6.2(a) remains unpaid for more than eight (8) weeks; and
 - (ii) the Lessor or the Lessor's Licenced Agent gives the Tenant at least two (2) weeks' written notice requiring remediation of its failure to comply with clause 6.2(a) and the Tenant fails to comply with such notice.
 - (e) copies of any electricity bill issued to the Lessor's Licenced Agent during the Term will be made available to the Tenant within 5 Business Days of the Lessor's Licenced Agent receiving such electricity bill;
 - (f) if there is any payment discrepancy between the amount paid by the Tenant up until the date that a relevant electricity bill is issued and the total electricity consumption amount noted on such bill, then the Lessor's Licenced Agent is permitted to:
 - (i) if there is a surplus of funds, keep such surplus funds and apply it towards payment of the next electricity bill; and
 - (ii) if there is a deficit of funds, notify the Tenant in writing of any outstanding electricity consumption charges and the Tenant must pay such charges within five

- (5) Business Days of notification under this clause 6.2(f)(ii), and
- (g) if at the end of the Term there is any surplus funds held by the Lessor or the Lessor's Licenced Agent on account of payment of the consumption of electricity, the Lessor must instruct the Lessor's Licenced Agent to return such funds to the Tenant within five (5) Business Days from the end of the Term.
-
- 7. Bond**
- 7.1 The Parties acknowledge that if the Lessor requires the Tenant to pay a Bond for an amount specified in Item 10 of the Reference Schedule, then:
- (a) the fortnightly instalment of the Bond paid to the Lessor by the Tenant, pursuant to clause 4.1(c), must be lodged by the Lessor with the ACT Rental Bonds Office within two (2) Business Days of receiving fortnightly payment in accordance with the Standard Residential Tenancy Terms; and
 - (b) the Lessor must provide the Tenant with a copy of the receipt of the Bond.
-
- 8. Permitted Pets**
- 8.1 If Item 21 is applicable, then:
- (a) the Lessor permits the Tenant to keep any pet/s specified in Item 21 in the Reference Schedule ('Permitted Pet'); and
 - (b) the Tenant acknowledges that it:
 - (i) must take all reasonable measures to ensure that the Property is not damaged by the Permitted Pet; and
 - (ii) is responsible for and must make good at its own cost, any damage that is caused by the Permitted Pet or the Tenant's failure to comply with clause 8.1(b)(i).
-
- 9. Termination of Agreement due to Posting**
- 9.1 If Section 9 of the Reference Schedule is applicable, then in accordance with section 8 of the Act, clauses 9.2 to 9.4 apply.
- 9.2 This Agreement may be terminated:
- (a) if the Lessor is posted to Canberra in the course of the Lessor's employment, by the Lessor giving the Tenant at least eight (8) weeks' written notice; or
 - (b) if the Tenant is posted away from Canberra in the course of the Tenant's employment, by the Tenant giving the Lessor at least eight (8) weeks' written notice.
- 9.3 A notice under clause 9.2 must be accompanied by evidence of the posting (for example, a letter from the employer of the Lessor or Tenant confirming the details of the posting).
- 9.4 The tenancy ends:
- (a) eight (8) weeks after the day a notice is received under clause 9.2; or
 - (b) if a later date is stated in the notice, on the stated date.
-
- 10. Consumption Charges**
- 10.1 The Tenant acknowledges that pursuant to the Standard Residential Tenancy Terms, it is responsible for all charges associated with the consumption of services supplied to the Property, including electricity, gas, water and telephone.

11. Cleaning

11.1 Upon vacating the Property, the Tenant must:

- (a) ensure that the Property is cleaned to the highest standard;
- (b) subject to fair wear and tear, leave the Property in substantially the same condition and level of cleanliness as it was on the Commencement Date, as per the Inventory and Condition Report; and
- (c) if Item 22 is applicable, then the Tenant must:
 - (i) arrange for all carpeted floors in the Property to be professionally steam cleaned; and
 - (ii) provide to the Lessor's Licensed Agent a copy of the receipt of payment for steam cleaning carried out under clause 11.1(c)(i) within seven (7) days from the date the carpeted floors were cleaned.

11.2 The Parties acknowledge that clause 11.1(c) is only applicable if:

- (a) it is specified as applicable in the Reference Schedule;
- (b) the carpeted floors were professionally cleaned immediately prior to the Date of this Agreement; and
- (c) a copy of the receipt of payment for cleaning under clause 11.2(b) is provided to the Tenant by the Lessor or the Lessor's Licenced Agent within seven (7) days of the Date of this Agreement.

12. Joint and Several Liability

12.1 If a Party (including any Guarantor under this Agreement) consists of more than one (1) person, this Agreement binds each of them separately and any two (2) or more of them jointly.

13. Access to the Property

13.1 The Tenant acknowledges that the Lessor has the right to enter the Property in accordance with the Standard Residential Tenancy Terms.

13.2 Upon the Lessor giving notice to the Tenant as required

under the Standard Residential Tenancy Terms to enter the Property, the Tenant agrees to provide reasonable access.

14. Termination Before End of Fixed Term – Fee for Breaking Agreement

14.1 If the Term of this Agreement is a Fixed Period and the Tenant ends this Agreement before the end of the Fixed Period (other than for a reason provided for by the Act or the Agreement), the Tenant must pay a fee (**Break Fee**) of the following amount:

- (a) if the Fixed Period is three (3) years or less:
 - (i) if less than half of the Fixed Period has expired, six (6) weeks' rent; or
 - (ii) in any other case, four (4) weeks' rent;
- (b) if the Fixed Period is more than three (3) years, the amount agreed between the Lessor and the Tenant.

14.2 The Lessor agrees that the compensation payable by the Tenant for ending a fixed term agreement before the end of the fixed term is limited to the amount of the Break Fee specified in clause 14.1.

15. ACT Government Information – "The Renting Book" Publication

15.1 The Tenant acknowledges that on execution of this Agreement:

- (a) it understands that a general guide to rights of responsibilities of tenants, landlords and real estate agents is available; and
- (b) the Lessor or Lessor's Licenced Agent has either:
 - (i) provided the Tenant a copy of the Office of Fair-Trading booklet, "The Renting Book"; or
 - (ii) advised the Tenant that it may obtain a copy of the publication noted in clause 15.1(b)(i) from the Office of Regulatory Services' website (accessible at <http://www.ors.act.gov.au>).

AGREEMENT

By signing below, the persons whose signatures appear below represent, acknowledge, warrant and agree:

- to be bound by the provisions of this Agreement, the Residential Tenancies 1997 (ACT) and Standard Residential Tenancy Terms; and
- that they have the capacity and authority to enter into this Agreement.

LESSOR EXECUTION

Signature	 97FE17E6DBF9475...	Witness Signature	 9746334DF319423...
Print Name	Katrina Scaramella	Witness Name	Stuart Dovers
Capacity	Owner	Witness Address	P.O Box 103, Erindale Centre ACT 2903
Date	17-02-2026	Date	17-02-2026

TENANT 1 EXECUTION

Signature	 6755BB595545429	Witness Signature	 9746334DF319423
Print Name	Paula Giraldo	Witness Name	Stuart Dovers
Capacity	Self	Witness Address	P.O Box 103, Erindale Centre ACT 2903
Date	16-02-2026	Date	17-02-2026

TENANT 2 EXECUTION

Signature		Witness Signature	
Print Name		Witness Name	
Capacity	Self	Witness Address	P.O Box 103, Erindale Centre ACT 2903
Date		Date	

Annexure A – Inventory and Condition Report

Annexure B – Tradesperson List

Special Conditions

54. Contract Provisions, Additions and Inclusions

54.1 This Contract includes:

- (a) the standard ACT Law Society printed terms current as at the date of this Contract (the Standard Form Clauses), as amended by the Special Conditions;
- (b) the Special Conditions; and
- (c) the Attachments and Annexures, if any.

54.2 In the event of an inconsistency, the following order of precedence applies:

- (a) the Special Conditions take precedence over;
 - (b) the Standard Form Clauses.
-

55. Amendments to Standard Form Clauses

55.1 The Standard Form Clauses are amended as follows:

- (a) clause 1.1 definition of Land Charges is amended by adding after the words “a periodic nature” the words “including any amounts paid by the Seller in respect of water and sewerage charges, water consumption charges, and Owners Corporation levies”;
- (b) delete clause 1.8;
- (c) in clause 2.3, delete “cash” and replace with the words “electronic funds transfer”;
- (d) in clause 2.6, delete the words “or in cash (up to \$200)”;
- (e) in clause 8.4, delete the words “Buyer Solicitor” and replace with the words “Seller Solicitor”;
- (f) in clause 17.1.1, delete “5%” and replace with “\$1,000”;
- (g) delete clause 17.1.2;
- (h) clause 18, insert a new clause 18.12 to read as follows:

“If a Notice to Complete is served by the Seller in accordance with clause 18, the Seller may unilaterally:

- (a) extend the period for Completion under the Notice to Complete; or
- (b) withdraw the Notice to Complete,

by written notice to the Buyer in the Seller’s absolute discretion, and with or without the consent of the Buyer.”

- (i) delete clause 51.2

56. Electronic Transaction

56.1 For the purposes of this Special Condition:

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

56.2 Generally, and for the purposes of:

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

each Party consents to:

- (d) the electronic signing of this Contract;
 - (e) the electronic exchange of this Contract;
- whether performed via the Platform or otherwise.

56.3 The Parties warrant that:

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

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

- (a) it has complied with its constitution and any provisions of the *Corporations Act 2001 (Cth)* that apply to the Buyer as replaceable rules;
- (b) the persons signing on behalf of the Buyer:
 - (i) have been duly appointed;
 - (ii) have the authority to exercise the powers and perform the duties customarily exercised or performed by that kind of officer or agent of a similar company;
 - (iii) properly perform their duties to the Buyer

- (iv) hold the office or role that they hold out that they occupy, when signing this Contract;
 - (c) it considers that this Contract has been duly executed with the intention of the Buyer being bound to perform this Contract;
- 56.5 Where the Buyer is a corporation, all directors of that corporation must provide a guarantee in the form provided at Annexure A (the Guarantee) securing the corporation's performance of its obligation under this Contract.
- 56.6 Despite electronically signing this Contract and the Guarantee as at the Date of this Contract, the Buyer must provide to the Seller the original signed and duly witnessed versions of the Guarantee for each director within 7 days of the date of this Contract, and in this regard time is of the essence.
- 56.7 The parties acknowledge and agree that:
- (a) this Special Condition does not diminish the obligations of the parties to:
 - (i) provide the transfer and other documents or instruments on paper, signed and duly attested in accordance with the *Land Titles Act 1925* (ACT) or any other legislation;
 - (ii) sign and duly attest, in accordance with *Civil Law (Property) Act 2006* (ACT):
 - (A) documents, pursuant to a power of attorney; and
 - (B) deeds generally; and
 - (b) the parties will do all things necessary to give effect to this Contract, whether electronically or otherwise.

57. Buyer Acknowledgements

- 57.1 The Buyer acknowledges and agrees that:
- (a) the Buyer it accepts the Land, the Property and the Improvements in their condition and state of repair as at the date of this Contract;
 - (b) the Buyer has relied only on their own enquiries (including inspections) of the Land, Property and Improvements;
 - (c) the Buyer does not rely on any other document, representation, arrangement or matter, regardless of form, as amending or qualifying anything in this Contract;
 - (d) this Contract sets out the whole of the agreement between the parties;
 - (e) the Seller is not required to carry out any work or effect any repairs or renovations whatsoever; and
 - (f) the Seller is not required to obtain any approvals or procure any certifications for the Property whatsoever.
- 57.2 Notwithstanding anything in this Contract to the contrary, the Buyer accepts:

- (a) any encroachment by or upon the Land;
- (b) that the fence or boundary erections (if any) may not stand on the correct boundaries;
- (c) any heritage significance of the Land and Improvements under the heritage provisions of the Planning Act;
- (d) the nature, location, availability, condition, existence of any Service (or lack thereof);
- (e) the fitness for purpose of the Land or Property for any particular purpose;
- (f) the development potential of the Land or Property (or lack thereof);
- (g) the presence of Asbestos (as defined in the *Dangerous Substances Act 2004* (ACT)), contaminants or other substances on the Land or in the Improvements which may lead to the land being Contaminated (as defined in the *Environment Protection Act 1997* (ACT)).

57.3 The Buyer certifies that it has received the Required Documents and has had the opportunity to make its own enquiries regarding the matters contained or disclosed in the Required Documents.

57.4 The Buyer may not make any requisition, objection, claim for compensation or delay completion in respect of the matters raised in this Special Condition.

58. Adjustments

58.1 If Completion does not occur by the Date for Completion due to the delay or default of the Buyer, despite clause 8.1.1 of the Standard Form Clauses, all Land Charges will be adjusted as at the Date for Completion.

58.2 This Special Condition is for the benefit of the Seller and is an essential term of the Contract.

59. Keys

59.1 On Completion, the Seller will hand over to the Buyer any keys and remotes that it has in its possession to enable the Buyer to enter and access the Land, the Property and the Improvements.

59.2 The Buyer may not make any requisition, objection, claim for compensation or delay completion in respect of the matters raised in this Special Condition.

60. Agent

60.1 The Buyer warrants that it was not introduced to the Property and the Seller by anyone other than the Seller's Agent.

60.2 The Buyer indemnifies and keeps indemnified the Seller for any claim from or liability to another agent, whether actual or threatened, in respect of this Contract arising from a breach of the Buyer's warranty.

60.3 This clause does not merge on Completion.

61. Insolvency Event

61.1 If the Buyer is a natural person(s) and:

- (a) the Buyer (or any one of them) authorises a registered trustee or solicitor to call a meeting of his or her creditors and enters into a deed of assignment or deed of arrangement or a composition with any of his or her creditors; or
- (b) a third party who holds a security interest in the assets of the Buyer enters into possession, or takes control of those assets, or attempts by any means to do the same; or
- (c) the Buyer (or any one of them) commits an act of bankruptcy;

the Buyer must immediately notify the Seller in writing.

61.2 If the Buyer is a company (or companies) and:

- (a) the Buyer (or any one of them) becomes, or attempts are made for the Buyer to become an externally administered company in accordance with *Corporations Act 2001* (Cth); or
- (b) a controller (as defined by *Corporations Act 2001* (Cth)) is appointed, or attempts are made to have a controller appointed for any of the Buyer's (or one of the Buyers') assets;

the Buyer must immediately notify the Seller in writing.

61.3 If any of the events specified in this Special Condition 61 occurs, the Buyer will be in default of this Contract and the Seller may immediately, without notice specified in clause 18, terminate this Contract and clause 19 applies.

61.4 If any of the events in Special Condition 61.2 occur in relation to the Seller, then the Seller may, by written notice served upon the Buyer, rescind this Contract and clause 21 applies.

62. Caveat

62.1 The Buyer may not lodge a caveat for registration in respect of the Land prior to Completion.

63. Guarantee

63.1 If the Buyer is a corporation, all directors of the Corporation must provide a guarantee in the form provided at Annexure A.

64. Energy Efficiency Rating Statement

- 64.1 The Seller warrants that no building work has been carried out on the premises which affects the energy efficiency rating statement provided in this Contract.
- 64.2 The Buyer acknowledges that the energy efficiency rating statement provided complies with the requirements of Section 9 of the *Civil Law (Sale of Residential Property) Act* 2003.
- 64.3 The Buyer may not make any requisition, objection, claim for compensation or delay completion in respect of the matters raised in this Special Condition.

65. Community Title Scheme

- 65.1 Standard Form Clause 50 is deleted.
- 65.2 The Parties acknowledge that Community Title Levies form part of the Body Corporate Levies payable by the Unit Owner, as disclosed on the Section 67 Statement at the first page this Contract. The Seller will therefore not provide a Section 56 Certificate.
- 65.3 The Buyer may not make any requisition, objection, claim for compensation or delay completion in respect of the matters raised in this Special Condition.

ANNEXURE A

GUARANTEE AND INDEMNITY

I, **[Director's Name]**of

[address]..... agree as follows:

1. If the Buyer fails to perform and observe this Contract, the Guarantor agrees to perform the Buyer's obligations on demand as directed by the Seller.
2. As a separate, primary and severable liability, the Guarantor indemnifies the Seller, and agrees to keep the Seller indemnified, against loss or damage suffered or incurred by the Seller arising out of:
 - (a) a failure by the Buyer to observe or perform this Contract;
 - (b) an obligation on the Buyer under this Contract being ineffective for any reason whatsoever (whether or not the Seller knew or ought to have known of that reason) including:
 - (c) a legal limitation, disability or incapacity of the Buyer or a lack or improper exercise of a power or authority in relation to the Buyer;
 - (d) the Buyer making an arrangement, assignment or composition for the benefit of its creditors;
 - (e) an order made or resolution effectively passed for the winding-up of the Buyer;
 - (f) the Buyer going into liquidation or a receiver, administrator or provisional liquidator is appointed to the Buyer; or
 - (g) the obligation being or becoming illegal, invalid, void or unenforceable.
3. The Guarantor agrees that its personal property, including real property, is charged with the performance of the Guarantor's obligations under this Guarantee and Indemnity.
4. Each indemnity in this Guarantee is a continuing obligation separate and independent from the other obligations of the Guarantor and survives the termination of this Contract.
5. It is not necessary for the Seller to enforce this Contract against the Buyer or otherwise to incur expense, loss, damage or make payment before enforcing a right of indemnity and recovery conferred by this Guarantee.
6. The Guarantor acknowledges that:
 - (h) they are giving this guarantee and indemnity and incurring obligations and granting rights under this Contract for valuable consideration;
 - (i) they have not entered into this Contract in reliance on, or as a result of, a statement or conduct not otherwise expressly included in this Contract; and
 - (j) the Guarantor may not request or require another Party to do anything, including disclosing anything or giving advice, except as expressly set out in this Contract.
7. This Guarantee remains binding on all Parties despite:
 - (a) Completion; or
 - (b) termination of this Contract.
8. Where there is more than one Guarantor, then the obligations and liabilities of the Guarantors to be observed and discharged or performed by them are binding on them jointly and each of them individually.

9. The liability of a Guarantor is unlimited.
10. As far as lawfully possible, nothing in law or equity, compromises or can compromise:
- (a) the Guarantor's liability as a guarantor, principal debtor, or indemnifier; and
 - (b) the Seller's right to enforce this guarantee and indemnity.
11. The things in this Guarantee which do not or cannot compromise a guarantor's liability include, but are not limited to:
- (a) a person granting:
 - (i) time;
 - (ii) waiver;
 - (iii) a covenant not to sue;
 - (iv) other indulgence; or
 - (v) concession,whether or not an additional burden is imposed to or making of an arrangement, compromise or composition with a person, or compounding a liability, in any way;
 - (b) laches, acquiescence, delay, omission, mistake or other act by the Seller or other person or both of them;
 - (c) this guarantee and indemnity, another document, payment or other transaction, under one or more of them being or becoming wholly or partially illegal, invalid, void, voidable, unenforceable or otherwise of limited force or effect;
 - (d) a variation, renewal, amendment or novation or a dealing with this Contractor other document irrespective of whether or not the effect:
 - (i) is material;
 - (ii) imposes an additional liability, or
 - (iii) is onerous,on any Guarantor or an other person;
 - (e) an invalidity or irregularity in the execution of this Contract by a Guarantor or a deficiency or irregularity in the powers of a Guarantor to enter into or observe its obligations under this Contract;
 - (f) a judgment against a Guarantor or other person; or
 - (g) a change in capacity, rights or obligations of a Guarantor or other person.

Signed, sealed & delivered as a Deed by :

Signature

Witness Signature

Name of Signatory

Name of Witness

Capacity: Self

Capacity: Witness

Date:

Date:

Volume 2445 Folio 27 Edition 6

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Kingston Section 60 Block 52 on Deposited Plan 11698 with 82 units on Unit Plan 4802

Unit 47 (Class A) entitlement 96 of 10000, 1 subsidiaries

Part of Community Title Scheme 32

Lease commenced on 09/01/2020, terminating on 29/10/2118

Proprietor

Joel Nicolas Scaramella

1 Northcott Drive, Cambell ACT 2612

Katrina Carmen Scaramella

Unit 153/23-35 Crane Road, Castle Hill New South Wales 2154

as Joint Tenants

REGISTERED ENCUMBRANCES AND INTERESTS

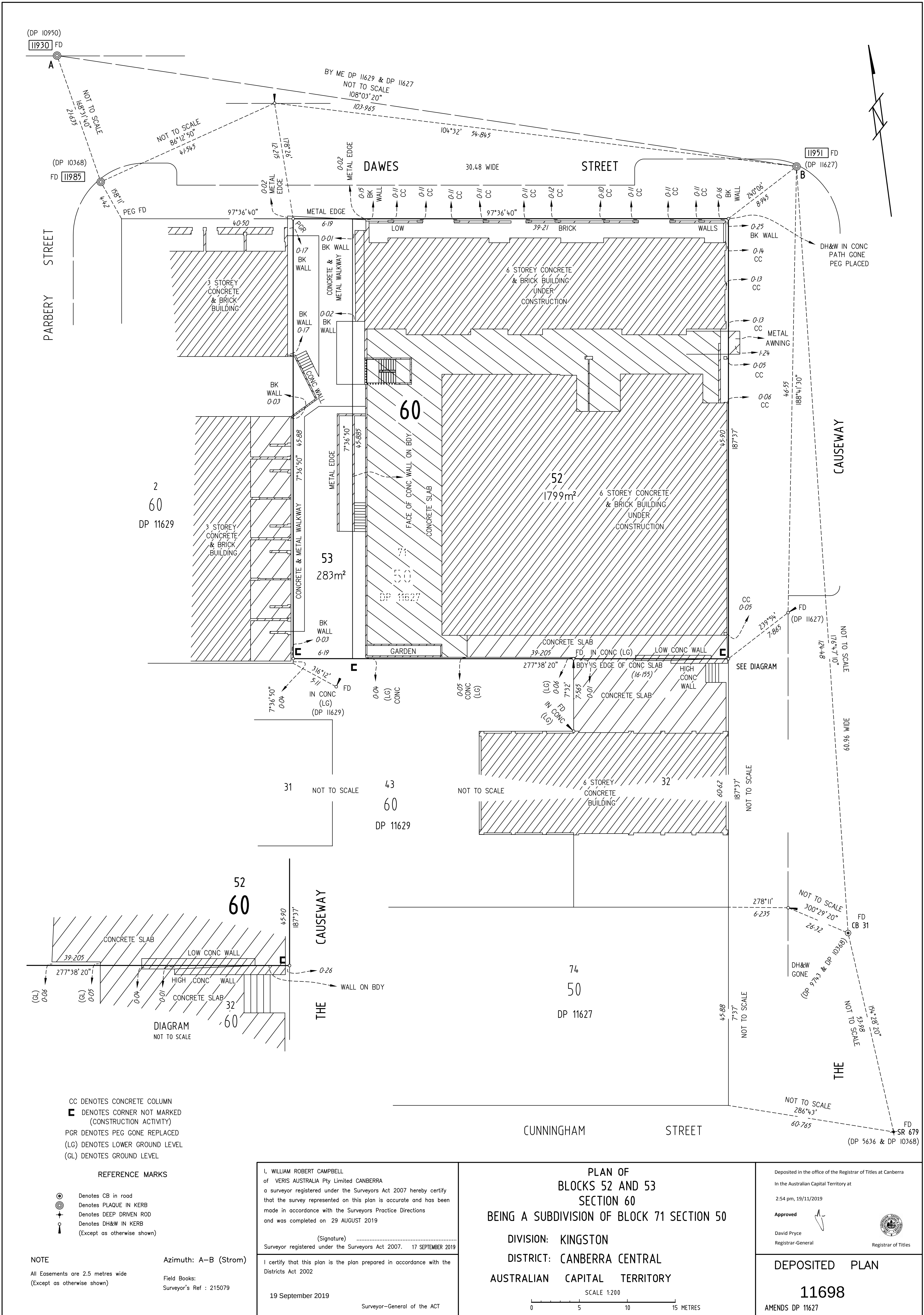
Original title is **Volume** N/A **Folio** N/A

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
19/03/2021	3066757	Application to Amend Community Title Scheme - Progressive Development Stage 4
03/05/2023	3241020	Mortgage to MACQUARIE BANK LIMITED (ACN: 008 583 542)

End of interests



Volume 2444 Folio 80 Edition 4

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Kingston Section 60 Block 52 on Deposited Plan 11698 with 82 units on Unit Plan 4802

Part of Community Title Scheme 32

Lease commenced on 09/01/2020, terminating on 29/10/2118

COMMON PROPERTY

Proprietor

The Owners-Units Plan No 4802

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

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
09/01/2020	2256580	Application to Amend Community Title Scheme
21/07/2020	3014050	Application to Note Special Resolution
19/03/2021	3066757	Application to Amend Community Title Scheme - Progressive Development Stage 4

End of interests



Access
Canberra.

Chief Minister



CTSA\$2256580 08/01/2020 14:54:36 SKIPD

2256580

**APPLICATION TO AMEND/LODGE A
PROGRESSIVE DEVELOPMENT FOR A
COMMUNITY TITLE SCHEME**

Land Titles Act 1925

Form 098 - CTSA

LODGING PARTY DETAILS

Name	Email Address	Contact Telephone Number
John Gesson	John.gesson@canberra.gov.au	0418265990
Clayton Utz	conveyancing@claytonutz.com	02 6279 4034

IS THIS A PROGRESSIVE DEVELOPMENT?

☐ YES

☒ NO

COMMUNITY TITLE SCHEME DETAILS

Scheme Number	Volume and Folio Details of Existing Common Property Titles
32	2395:63 2432:26

PROGRESSIVE DEVELOPMENT DETAILS

List the Stage Number being submitted with this application (ie. 1 of 3)	List the total number of stages in this Community Title Scheme (ie. 3)

ADDITIONAL TITLE AND LAND DETAILS PROPOSED AS COMMON PROPERTY

Volume & Folio	District/Division	Section	Block	Lot

TITLE AND LAND DETAILS NOT BEING COMMON PROPERTY TO BE REMOVED, IF ANY

Volume & Folio	District/Division	Section	Block	Lot

TITLE AND LAND DETAILS NOT BEING PROPOSED AS COMMON PROPERTY

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2444: 81	KINGSTON	60	52	1	4	-
2444: 82	KINGSTON	60	52	2	4	-
2444: 83	KINGSTON	60	52	3	4	-
2444: 84	KINGSTON	60	52	4	4	-
2444: 85	KINGSTON	60	52	5	4	-
2444: 86	KINGSTON	60	52	6	4	-
2444: 87	KINGSTON	60	52	7	4	-
2444: 88	KINGSTON	60	52	8	4	-
2444: 89	KINGSTON	60	52	9	4	-
2444: 90	KINGSTON	60	52	10	4	-
2444: 91	KINGSTON	60	52	11	4	-
2444: 92	KINGSTON	60	52	12	4	-
2444: 93	KINGSTON	60	52	13	4	-
2444: 94	KINGSTON	60	52	14	4	-
2444: 95	KINGSTON	60	52	15	4	-
2444: 96	KINGSTON	60	52	16	4	-
2444: 97	KINGSTON	60	52	17	4	-
2444: 98	KINGSTON	60	52	18	4	-
2444: 99	KINGSTON	60	52	19	4	-
2444: 100	KINGSTON	60	52	20	4	-
2445: 1	KINGSTON	60	52	21	4	-
2445: 2	KINGSTON	60	52	22	4	-
2445: 3	KINGSTON	60	52	23	4	-
2445: 4	KINGSTON	60	52	24	4	-

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2445: 5	KINGSTON	60	52	25	4	-
2445: 6	KINGSTON	60	52	26	4	-
2445: 7	KINGSTON	60	52	27	4	-
2445: 8	KINGSTON	60	52	28	4	-
2445: 9	KINGSTON	60	52	29	4	-
2445: 10	KINGSTON	60	52	30	4	-
2445: 11	KINGSTON	60	52	31	4	-
2445: 12	KINGSTON	60	52	32	4	-
2445: 13	KINGSTON	60	52	33	4	-
2445: 14	KINGSTON	60	52	34	4	-
2445: 15	KINGSTON	60	52	35	4	-
2445: 16	KINGSTON	60	52	36	4	-
2445: 17	KINGSTON	60	52	37	4	-
2445: 18	KINGSTON	60	52	38	4	-
2445: 19	KINGSTON	60	52	39	4	-
2445: 20	KINGSTON	60	52	40	4	-
2445: 21	KINGSTON	60	52	41	4	-
2445: 22	KINGSTON	60	52	42	4	-
2445: 23	KINGSTON	60	52	43	4	-
2445: 24	KINGSTON	60	52	44	4	-
2445: 25	KINGSTON	60	52	45	4	-
2445: 26	KINGSTON	60	52	46	4	-
2445: 27	KINGSTON	60	52	47	4	-
2445: 28	KINGSTON	60	52	48	4	-
2445: 29	KINGSTON	60	52	49	4	-
2445: 30	KINGSTON	60	52	50	4	-

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2445: 31	KINGSTON	60	52	51	4	-
2445: 32	KINGSTON	60	52	52	4	-
2445: 33	KINGSTON	60	52	53	4	-
2445: 34	KINGSTON	60	52	54	4	-
2445: 35	KINGSTON	60	52	55	4	-
2445: 36	KINGSTON	60	52	56	4	-
2445: 37	KINGSTON	60	52	57	4	-
2445: 38	KINGSTON	60	52	58	4	-
2445: 39	KINGSTON	60	52	59	4	-
2445: 40	KINGSTON	60	52	60	4	-
2445: 41	KINGSTON	60	52	61	4	-
2445: 42	KINGSTON	60	52	62	4	-
2445: 43	KINGSTON	60	52	63	4	-
2445: 44	KINGSTON	60	52	64	4	-
2445: 45	KINGSTON	60	52	65	4	-
2445: 46	KINGSTON	60	52	66	4	-
2445: 47	KINGSTON	60	52	67	4	-
2445: 48	KINGSTON	60	52	68	4	-
2445: 49	KINGSTON	60	52	69	4	-
2445: 50	KINGSTON	60	52	70	4	-
2445: 51	KINGSTON	60	52	71	4	-
2445: 52	KINGSTON	60	52	72	4	-
2445: 53	KINGSTON	60	52	73	4	-
2445: 54	KINGSTON	60	52	74	4	-
2445: 55	KINGSTON	60	52	75	4	-
2445: 56	KINGSTON	60	52	76	4	-

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2445: 57	KINGSTON	60	52	77	4	-
2445: 58	KINGSTON	60	52	78	4	-
2445: 59	KINGSTON	60	52	79	4	-
2445: 60	KINGSTON	60	52	80	4	-
2445: 61	KINGSTON	60	52	81	4	-
2445: 62	KINGSTON	60	52	82	4	-
2444: 80	KINGSTON	60	52	CP	4	26

DOCUMENTS TO BE ATTACHED FOR A PROGRESSIVE DEVELOPMENT SCHEME

1. Progressive Development Site Plan for Community Title clearly indicating the parcels situated in this stage;
2. Authorisation from the Planning and Land Authority;
3. Certificates of title to any land not formerly within, or being removed from, the scheme; and,
4. An updated Lot Entitlement Schedule.

DOCUMENTS TO BE ATTACHED TO AMEND A SCHEME

1. The proposed scheme as amended, indicating the amendments;
2. Authorisation from the Planning and Land Authority;
3. Certificates of title to any land not formerly within, or being removed from, the scheme; and,
4. An updated Lot Entitlement Schedule.

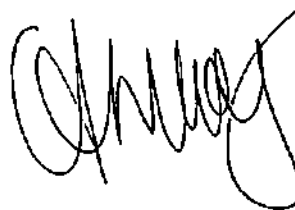
DEVELOPER'S/ BODY CORPORATE'S EXECUTION

Name of developer/body corporate
TNRC PTY LIMITED by its attorney ALFONSO DEL RIO
pursuant to Power of Attorney ACT Registration
No.0144120



Signature or common seal of developer/body corporate
Dated - 6/12/2019

Full name of witness (if required)



Amanda Leigh Noy
10/2 Phillip Law Street
CANBERRA ACT 2601

Signature of witness (if required)
Dated - 6/12/2019

OFFICE USE ONLY

Lodged by		Certificate of title lodged	
Data entered by		Certificates attached to title	
Registered by		Attachments / Annexures	
Registration date	- 9 JAN 2020	Production number	



**Access
Canberra.**

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

LOT ENTITLEMENT SCHEDULE FOR A PROGRESSIVE DEVELOPMENT WITHIN A COMMUNITY TITLE SCHEME

Land Titles Act 1925

Form 099 - CTLP

DETAILS OF PARCELS NOT BEING PROPOSED AS COMMON PROPERTY

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2399:51	KINGSTON	60	2	1	1	-
2399:52	KINGSTON	60	2	2	1	-
2399:53	KINGSTON	60	2	3	1	-
2399:54	KINGSTON	60	2	4	1	-
2399:55	KINGSTON	60	2	5	1	-
2399:56	KINGSTON	60	2	6	1	-
2399:57	KINGSTON	60	2	7	1	-
2399:58	KINGSTON	60	2	8	1	-
2399:59	KINGSTON	60	2	9	1	-
2399:60	KINGSTON	60	2	10	1	-
2399:61	KINGSTON	60	2	11	1	-
2399:62	KINGSTON	60	2	12	1	-
2399:63	KINGSTON	60	2	13	1	-
2399:64	KINGSTON	60	2	14	1	-
2399:65	KINGSTON	60	2	15	1	-
2399:66	KINGSTON	60	2	16	1	-
2399:67	KINGSTON	60	2	17	1	-
2399:68	KINGSTON	60	2	18	1	-

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2399:69	KINGSTON	60	2	19	1	-
2399:70	KINGSTON	60	2	20	1	-
2399:71	KINGSTON	60	2	21	1	-
2399:72	KINGSTON	60	2	22	1	-
2399:73	KINGSTON	60	2	23	1	-
2399:74	KINGSTON	60	2	24	1	-
2399:50	KINGSTON	60	2	CP	1	10
2399:91	KINGSTON	60	29-41	1	2	-
2399:92	KINGSTON	60	29-41	2	2	-
2399:93	KINGSTON	60	29-41	3	2	-
2399:94	KINGSTON	60	29-41	4	2	-
2399:95	KINGSTON	60	29-41	5	2	-
2399:96	KINGSTON	60	29-41	6	2	-
2399:97	KINGSTON	60	29-41	7	2	-
2399:98	KINGSTON	60	29-41	8	2	-
2399:99	KINGSTON	60	29-41	9	2	-
2399:100	KINGSTON	60	29-41	10	2	-
2400:1	KINGSTON	60	29-41	11	2	-
2400:2	KINGSTON	60	29-41	12	2	-
2400:3	KINGSTON	60	29-41	13	2	-
2400:4	KINGSTON	60	29-41	14	2	-
2400:5	KINGSTON	60	29-41	15	2	-
2400:6	KINGSTON	60	29-41	16	2	-
2400:7	KINGSTON	60	29-41	17	2	-
2400:8	KINGSTON	60	29-41	18	2	-

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2400:9	KINGSTON	60	29-41	19	2	-
2400:10	KINGSTON	60	29-41	20	2	-
2400:11	KINGSTON	60	29-41	21	2	-
2400:12	KINGSTON	60	29-41	22	2	-
2400:13	KINGSTON	60	29-41	23	2	-
2400:14	KINGSTON	60	29-41	24	2	-
2400:15	KINGSTON	60	29-41	25	2	-
2400:16	KINGSTON	60	29-41	26	2	-
2400:17	KINGSTON	60	29-41	27	2	-
2400:18	KINGSTON	60	29-41	28	2	-
2400:19	KINGSTON	60	29-41	29	2	-
2400:20	KINGSTON	60	29-41	30	2	-
2400:21	KINGSTON	60	29-41	31	2	-
2400:22	KINGSTON	60	29-41	32	2	-
2400:23	KINGSTON	60	29-41	33	2	-
2400:24	KINGSTON	60	29-41	34	2	-
2400:25	KINGSTON	60	29-41	35	2	-
2400:26	KINGSTON	60	29-41	36	2	-
2400:27	KINGSTON	60	29-41	37	2	-
2400:28	KINGSTON	60	29-41	38	2	-
2400:29	KINGSTON	60	29-41	39	2	-
2400:30	KINGSTON	60	29-41	40	2	-
2400:31	KINGSTON	60	29-41	41	2	-
2400:32	KINGSTON	60	29-41	42	2	-
2400:33	KINGSTON	60	29-41	43	2	-

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2400:34	KINGSTON	60	29-41	44	2	-
2400:35	KINGSTON	60	29-41	45	2	-
2400:36	KINGSTON	60	29-41	46	2	-
2400:37	KINGSTON	60	29-41	47	2	-
2400:38	KINGSTON	60	29-41	48	2	-
2400:39	KINGSTON	60	29-41	49	2	-
2400:40	KINGSTON	60	29-41	50	2	-
2400:41	KINGSTON	60	29-41	51	2	-
2400:42	KINGSTON	60	29-41	52	2	-
2400:43	KINGSTON	60	29-41	53	2	-
2400:44	KINGSTON	60	29-41	54	2	-
2400:45	KINGSTON	60	29-41	55	2	-
2400:46	KINGSTON	60	29-41	56	2	-
2400:47	KINGSTON	60	29-41	57	2	-
2400:48	KINGSTON	60	29-41	58	2	-
2400:49	KINGSTON	60	29-41	59	2	-
2400:50	KINGSTON	60	29-41	60	2	-
2400:51	KINGSTON	60	29-41	61	2	-
2400:52	KINGSTON	60	29-41	62	2	-
2400:53	KINGSTON	60	29-41	63	2	-
2400:54	KINGSTON	60	29-41	64	2	-
2400:55	KINGSTON	60	29-41	65	2	-
2400:56	KINGSTON	60	29-41	66	2	-
2400:57	KINGSTON	60	29-41	67	2	-
2400:58	KINGSTON	60	29-41	68	2	-

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2400:59	KINGSTON	60	29-41	69	2	-
2400:60	KINGSTON	60	29-41	70	2	-
2400:61	KINGSTON	60	29-41	71	2	-
2400:62	KINGSTON	60	29-41	72	2	-
2400:63	KINGSTON	60	29-41	73	2	-
2400:64	KINGSTON	60	29-41	74	2	-
2400:65	KINGSTON	60	29-41	75	2	-
2400:66	KINGSTON	60	29-41	76	2	-
2400:67	KINGSTON	60	29-41	77	2	-
2400:68	KINGSTON	60	29-41	78	2	-
2400:69	KINGSTON	60	29-41	79	2	-
2400:70	KINGSTON	60	29-41	80	2	-
2400:71	KINGSTON	60	29-41	81	2	-
2400:72	KINGSTON	60	29-41	82	2	-
2400:73	KINGSTON	60	29-41	83	2	-
2400:74	KINGSTON	60	29-41	84	2	-
2400:75	KINGSTON	60	29-41	85	2	-
2400:76	KINGSTON	60	29-41	86	2	-
2400:77	KINGSTON	60	29-41	87	2	-
2400:78	KINGSTON	60	29-41	88	2	-
2400:79	KINGSTON	60	29-41	89	2	-
2400:80	KINGSTON	60	29-41	90	2	-
2400:81	KINGSTON	60	29-41	91	2	-
2400:82	KINGSTON	60	29-41	92	2	-
2400:83	KINGSTON	60	29-41	93	2	-

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2400:84	KINGSTON	60	29-41	94	2	-
2400:85	KINGSTON	60	29-41	95	2	-
2400:86	KINGSTON	60	29-41	96	2	-
2400:87	KINGSTON	60	29-41	97	2	-
2399:90	KINGSTON	60	29-41	CP	2	35
2410:81	KINGSTON	60	42	1	3	-
2410:82	KINGSTON	60	42	2	3	-
2410:83	KINGSTON	60	42	3	3	-
2410:84	KINGSTON	60	42	4	3	-
2410:85	KINGSTON	60	42	5	3	-
2410:86	KINGSTON	60	42	6	3	-
2410:87	KINGSTON	60	42	7	3	-
2410:88	KINGSTON	60	42	8	3	-
2410:89	KINGSTON	60	42	9	3	-
2410:90	KINGSTON	60	42	10	3	-
2410:91	KINGSTON	60	42	11	3	-
2410:92	KINGSTON	60	42	12	3	-
2410:93	KINGSTON	60	42	13	3	-
2410:94	KINGSTON	60	42	14	3	-
2410:95	KINGSTON	60	42	15	3	-
2410:96	KINGSTON	60	42	16	3	-
2410:97	KINGSTON	60	42	17	3	-
2410:98	KINGSTON	60	42	18	3	-
2410:99	KINGSTON	60	42	19	3	-
2410:100	KINGSTON	60	42	20	3	-

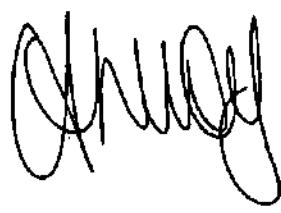
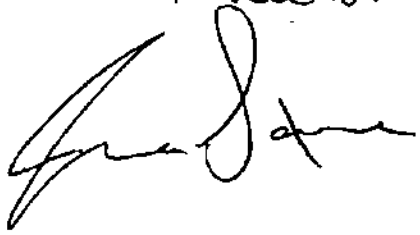
Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2411:1	KINGSTON	60	42	21	3	-
2411:2	KINGSTON	60	42	22	3	-
2411:3	KINGSTON	60	42	23	3	-
2411:4	KINGSTON	60	42	24	3	-
2411:5	KINGSTON	60	42	25	3	-
2411:6	KINGSTON	60	42	26	3	-
2410:80	KINGSTON	60	42	CP	3	12
2444: 81	KINGSTON	60	52	1	4	-
2444: 82	KINGSTON	60	52	2	4	-
2444: 83	KINGSTON	60	52	3	4	-
2444: 84	KINGSTON	60	52	4	4	-
2444: 85	KINGSTON	60	52	5	4	-
2444: 86	KINGSTON	60	52	6	4	-
2444: 87	KINGSTON	60	52	7	4	-
2444: 88	KINGSTON	60	52	8	4	-
2444: 89	KINGSTON	60	52	9	4	-
2444: 90	KINGSTON	60	52	10	4	-
2444: 91	KINGSTON	60	52	11	4	-
2444: 92	KINGSTON	60	52	12	4	-
2444: 93	KINGSTON	60	52	13	4	-
2444: 94	KINGSTON	60	52	14	4	-
2444: 95	KINGSTON	60	52	15	4	-
2444: 96	KINGSTON	60	52	16	4	-
2444: 97	KINGSTON	60	52	17	4	-
2444: 98	KINGSTON	60	52	18	4	-

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
<u>2444: 99</u>	KINGSTON	60	52	19	4	-
<u>2444: 100</u>	KINGSTON	60	52	20	4	-
<u>2445: 1</u>	KINGSTON	60	52	21	4	-
<u>2445: 2</u>	KINGSTON	60	52	22	4	-
<u>2445: 3</u>	KINGSTON	60	52	23	4	-
<u>2445: 4</u>	KINGSTON	60	52	24	4	-
<u>2445: 5</u>	KINGSTON	60	52	25	4	-
<u>2445: 6</u>	KINGSTON	60	52	26	4	-
<u>2445: 7</u>	KINGSTON	60	52	27	4	-
<u>2445: 8</u>	KINGSTON	60	52	28	4	-
<u>2445: 9</u>	KINGSTON	60	52	29	4	-
<u>2445: 10</u>	KINGSTON	60	52	30	4	-
<u>2445: 11</u>	KINGSTON	60	52	31	4	-
<u>2445: 12</u>	KINGSTON	60	52	32	4	-
<u>2445: 13</u>	KINGSTON	60	52	33	4	-
<u>2445: 14</u>	KINGSTON	60	52	34	4	-
<u>2445: 15</u>	KINGSTON	60	52	35	4	-
<u>2445: 16</u>	KINGSTON	60	52	36	4	-
<u>2445: 17</u>	KINGSTON	60	52	37	4	-
<u>2445: 18</u>	KINGSTON	60	52	38	4	-
<u>2445: 19</u>	KINGSTON	60	52	39	4	-
<u>2445: 20</u>	KINGSTON	60	52	40	4	-
<u>2445: 21</u>	KINGSTON	60	52	41	4	-
<u>2445: 22</u>	KINGSTON	60	52	42	4	-
<u>2445: 23</u>	KINGSTON	60	52	43	4	-

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2445: 24	KINGSTON	60	52	44	4	-
2445: 25	KINGSTON	60	52	45	4	-
2445: 26	KINGSTON	60	52	46	4	-
2445: 27	KINGSTON	60	52	47	4	-
2445: 28	KINGSTON	60	52	48	4	-
2445: 29	KINGSTON	60	52	49	4	-
2445: 30	KINGSTON	60	52	50	4	-
2445: 31	KINGSTON	60	52	51	4	-
2445: 32	KINGSTON	60	52	52	4	-
2445: 33	KINGSTON	60	52	53	4	-
2445: 34	KINGSTON	60	52	54	4	-
2445: 35	KINGSTON	60	52	55	4	-
2445: 36	KINGSTON	60	52	56	4	-
2445: 37	KINGSTON	60	52	57	4	-
2445: 38	KINGSTON	60	52	58	4	-
2445: 39	KINGSTON	60	52	59	4	-
2445: 40	KINGSTON	60	52	60	4	-
2445: 41	KINGSTON	60	52	61	4	-
2445: 42	KINGSTON	60	52	62	4	-
2445: 43	KINGSTON	60	52	63	4	-
2445: 44	KINGSTON	60	52	64	4	-
2445: 45	KINGSTON	60	52	65	4	-
2445: 46	KINGSTON	60	52	66	4	-
2445: 47	KINGSTON	60	52	67	4	-
2445: 48	KINGSTON	60	52	68	4	-

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2445:49	KINGSTON	60	52	69	4	-
2445:50	KINGSTON	60	52	70	4	-
2445:51	KINGSTON	60	52	71	4	-
2445:52	KINGSTON	60	52	72	4	-
2445:53	KINGSTON	60	52	73	4	-
2445:54	KINGSTON	60	52	74	4	-
2445:55	KINGSTON	60	52	75	4	-
2445:56	KINGSTON	60	52	76	4	-
2445:57	KINGSTON	60	52	77	4	-
2445:58	KINGSTON	60	52	78	4	-
2445:59	KINGSTON	60	52	79	4	-
2445:60	KINGSTON	60	52	80	4	-
2445:61	KINGSTON	60	52	81	4	-
2445:62	KINGSTON	60	52	82	4	-
2445:80	KINGSTON	60	52	CP	4	26
2432:27	KINGSTON	50	74		5, 8	17
Lot Entitlement Total						100

DETAILS OF PARCELS PROPOSED AS COMMON PROPERTY				
Volume & Folio	District/Division	Section	Block	Lot
2395:63	KINGSTON	60	43-50	6
2432:26	KINGSTON	60	53	7

DEVELOPER'S EXECUTION	
Name of developer TNRC PTY LIMITED by is attorney ALFONSO DEL RIO pursuant to Power of Attorney ACT Registration No.0144120  Signature or common seal of developer Dated - 6/12/19	Full name of witness (if required)  Amanda Leigh Noy 10/2 Phillip Law Street CANBERRA ACT 2601 Signature of witness (if required) Dated - 6/12/19
PLANNING AND LAND AUTHORITY APPROVAL	REGISTRAR-GENERAL REGISTRATION
The attached lot entitlement schedule was approved for registration Dated 16 this day of December 2019  Full Name and Signature of the delegate of the ACT Planning and Land Authority. IRMA SPARIS	The attached lot entitlement schedule for Community Title Scheme No 32 was registered Dated 9th this day of January 2019 2020 Signature of Registrar-General



ACT
Government

Justice and Community Safety

OFFICE OF REGISTRATION
ACT Justice and Community Safety



SR\$3014050

14/07/2020 10:02:52 Skip D

3014050

**SPECIAL RESOLUTION
BY OWNERS CORPORATION**

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
CAPITAL SETTLEMENT SERVICES	GPO BOX 1860, CANBERRA CITY 2601	0418 662 109

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2444: 80	KINGSTON	60	52	4802

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

Amend Rules 4 & 11 and Add Additional Rule 12

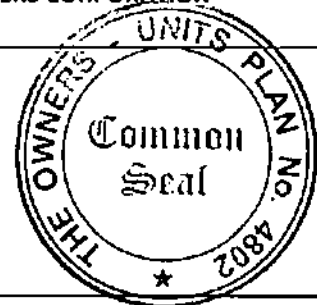
SUPPORTING DOCUMENTATION

(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>Kellie Pellatt</i>	Signature <i>Gones</i>
Full Name (Block Letters) KELLIE PELLATT	Full Name (Block Letters) GERALDINE JONES
Address GPO Box 1539, CANBERRA CITY	Address GPO Box 1539, CANBERRA CITY
Office Held ACCOUNTS ASSOCIATE	Office Held ACCOUNTS MANAGER

OFFICE USE ONLY

Lodged by <i>[Signature]</i>	Annexures/Attachments	Minutes/Resolution/Motion <i>[Signature]</i>
Data entered by <i>[Signature]</i>		
Registered by <i>[Signature]</i>	Registration Date	21 JUL 2020

**Minutes of the Annual General Meeting
4802 - Kingsborough Block D
17 The Causeway**

Date: 2 June 2020 at 5:30pm

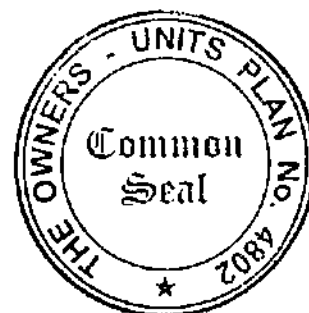
Venue: Zoom Meetings (Online)

AGENDA ITEMS AND MOTIONS AS DETERMINED BY THE OWNERS CORPORATION

MEETING FORMALITIES

Members Present:

Lot 10	Mr J Regan-Beasley
Lot 17	Ms E Turner
Lot 20	Mr S Singh
Lot 28	Mr J Williamson
Lot 34	Mr J Kirchner
Lot 42	Ms S Hunter
Lot 43	Mr J Wojcicka
Lot 53	Ms T Twala
Lot 57	Mr N Hamey & Ms E Hamey
Lot 62	Mr B Rayner & Mrs J Rayner
Lot 66	Mr D Choo
Lot 71	Mr M Stedman



Lots 1, 2, 3, 4, 5, 11, 12, 13, 14, 15, 16, 24, 27, 30, 32, 45, 47, 61, 73, 79, 80, 81 and 82 TNRC Pty Ltd (represented by Mr J Gasson).

Chairperson: Mr B Rayner was elected chairperson for this meeting.

Absentee Votes:

Lot 7	Mr D Castro & Ms L Spano
Lot 17	Fred & Sue Discretionary Trust
Lot 37	Mr H Swan & Mrs V Swan
Lot 39	Mrs M Lee
Lot 41	Mr D Hulmes
Lot 44	Mr A Davis
Lot 48	Mrs H Karmel & Mr T Karmel
Lot 55	D Diaconu & E Chirilco
Lot 56	N Drumgold
Lot 58	Ms S Howell
Lot 59	F Hepworth
Lot 63	Mr Zak Collins
Lot 65	Ms M Craigie & Mr P Steele
Lot 70	Mr D Williams & Mrs V Williams

Proxy Votes:

Lot 6	Mr F Gasson
Lot 67	U Ho

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 N Robb, Ms M Power, Mr S Toole, Mr Z Qureshi representing Independent Strata Management Pty Ltd.
Mr J Walker & Mr M Farmer representing Inside Outside Facilities Services
Mr J Gasson representing Construction Control

1. INAUGURAL MINUTES

It was resolved that the Minutes of the Inaugural Meeting 13th of January 2020 be noted. **CARRIED**

2. INSURANCE RENEWAL

It was resolved that the Owners Corporation of UP 4802 authorise the Managing Agent to renew and adjust the building insurance in consultation with the Executive Committee. **CARRIED**

Secretarial Note: Mr J Gasson noted that all blocks should be insured with the same insurer. This would need to be discussed and agreed upon with the Community Title Committee.

3. INSURANCE – VALUATION

It was resolved that the Owners Corporation of UP 4802 authorise the Managing Agent to obtain an insurance valuation report. **CARRIED**

4. FINANCIAL STATEMENTS

It was resolved that the Owners Corporation of UP 4802 accept the financial statements as presented. **CARRIED**

5. APPOINTMENT OF SERVICE CONTRACTORS

It was resolved that the Executive Committee of UP 4802 be authorised to make determinations concerning appointment of a service contractors. **CARRIED**

6. BUDGET DEBATE - ADMINISTRATIVE FUND

It was resolved that the Owners Corporation of UP 4802 adopt the proposed Administrative Fund budget of \$166,610.46 (excluding GST). **CARRIED**

7. BUDGET DEBATE - SINKING FUND

It was resolved that the Owners Corporation of UP 4802 adopt the proposed Sinking Fund budget of \$15,146.41 (excluding GST) **CARRIED**

8. ADMINISTRATIVE AND SINKING FUND LEVY CONTRIBUTION

It was resolved that the Owners Corporation of UP 4802 agree that the approved budget for the 12 month period starting 1/5/20 will be raised in accordance with the unit entitlements on a Quarterly basis being 01/07/2020, 01/10/2020, 01/01/2021, 01/04/2021. **CARRIED**

9. SINKING FUND FORECAST REPORT

It was resolved that the Owners Corporation of UP 4802 give consent to obtain a updated Sinking Fund Forecast Report to be approved and accepted by the Executive Committee. **CARRIED**

10. INVESTMENT OF FUNDS

It was resolved that the Executive Committee of UP 4802 be authorised to make determinations concerning investment of surplus funds into appropriate interest bearing accounts. **CARRIED**

11. ELECTION OF COMMITTEE

It was resolved that the Owners Corporation of UP 4802 agree to appoint 7 Owners to form the Executive Committee until the next Annual General Meeting. **CARRIED**

It was agreed that seven owners would form the Executive Committee comprising of:

Mr J Regan-Beasley, Mr D Choo, Mr B Rayner, Mr N Hamey, Ms S Hunter, Mr J Wojcicka and Mr S Singh.



12. HOUSE RULES

It was resolved that the Owners Corporation of UP 4802 authorise the Executive Committee to derive a set of House Rules for further consideration, adoption and registration (as Rule 13) at next year's General Meeting. **CARRIED**

Secretarial Note: Both the BBQ area and the playground belong to Units Plan 4802 and are used by all Kingsborough blocks. Rules surrounding their use should be incorporated into the House Rules.

13. RULE AMENDMENTS AND ADDITIONS - Administrative Fund

It was resolved that the Owners Corporation of UP4802 amend the Default Rules of the Unit Titles (Management) Act 2011 for adoption and registration with all costs for registering be expended from the Administrative Fund. **CARRIED**

14. RULE AMENDMENTS AND ADDITIONS - Erections and alterations

It was resolved that the Owners Corporation of UP 4802 Rule 4 of the Default Rules be amended to read as follows: **CARRIED**

4 Erections and alterations

1. A unit owner may erect or alter any structure in or on the unit or the common property only—
 - a. in accordance with the express permission of the ~~Owners Corporation by unopposed resolution~~ **Executive Committee**; and
 - b. in accordance with the requirements of any applicable Territory Law (for example, a law requiring development approval to be obtained for the erection or alteration).

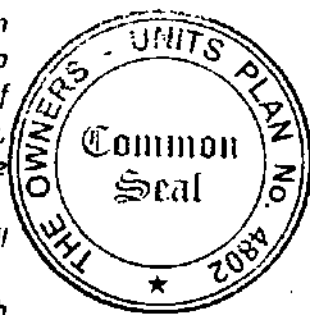
Permission may be given subject to conditions stated in the resolution.

15. RULE AMENDMENTS AND ADDITIONS - Recovery of Legal Fees

It was resolved that the additional Rule (Rule 12) be inserted into the Default Rules as follows and that all costs for registering be expended from the Administrative Fund. **CARRIED**

12 Recovery of Legal Fees

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



16. RULE AMENDMENTS AND ADDITIONS - Seal of Owners Corporation

It was resolved that Rule 11 of the Default Rules be amended to include Clause 2(a) and reads **CARRIED**
as follows:

11 Seal of Owners Corporation

2. Managing agent may affix seal

a. The common seal may be affixed to:

- i. Reduced quorum meeting notices;
- ii. Rules registration documents;
- iii. Notice of Change of Address for Service of Documents for a Body Corporate at the Land Titles Office; and
- iv. Certifications under Section 119 of the Act by the managing agent of the Owners Corporation without following procedure in Rule 11.1.

17. AUTHORITY TO ISSUE RULE INFRINGEMENT NOTICES

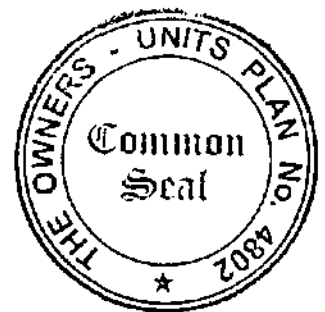
It was resolved that the Owners Corporation of UP4802 authorise the Managing Agent to **CARRIED**
issue rule infringement notices on behalf of the Executive Committee.

18. APPLICATION REQUESTS

It was resolved that the Owners Corporation of UP4802 approve **CARRIED**

- the pet application (2x dogs) for unit 21.
- the pet application (1x dog) for unit 62.
- the pet application (1x cat) for unit 65.
- the internal renovations to unit 58 as outlined.

Secretarial Note: It was agreed that the clothesline application for unit 58 would be passed onto the elected Executive Committee for further discussion prior to approval being given.



19. General Information

Balconies and Clotheslines

It was noted at the inaugural meeting *it was unanimously resolved that balconies and internal corridors are always to be kept clean and tidy condition. Under no circumstance is washing permitted on the balconies.*

Should unit owners wish to store clotheslines on their courtyards or balconies they are not to be visible from the external of the unit, and therefore detract from the overall appearance of the complex. Privacy screening maybe a suitable option for some units, however an application form would need to be provided to the Executive Committee for further consideration.

Noise

Owners raised their concerns regarding the construction noise throughout D Block and being outside of the guidelines. Mr J Gasson noted that their works are being completed only within the designated timeframes, however, should be finalised within the week and this should no longer be a concern.

It was reported that Unit 302 are running a gym out of their apartment, causing noise disturbances to the surrounding units. Notice is to be given to the owner / resident that this is not permitted.

Rubbish Disposal

Residents are dumping cardboard boxes and other items in the waste room which the Building Manager is having to remove. Any additional charges applied for the removal of the rubbish are on-charged to the Owners Corporation which therefore could increase levies. The Strata Manager is to obtain quotes for CCTV cameras and fob allocation for further consideration of the Executive Committee.

Condensation

It is noted to avoid condensation in the unit, to leave a window open or use the extraction fan where appropriate.

Waste Pumps Alerts

This has been an ongoing issue for some time and appears to be a problem with the feet on the pump causing the mechanism to tip over or causing the alarm to trigger. This is not remotely monitored; however, the Building Manager checks for alarms as part of his property inspections and in the event of an alarm reports to the appropriate persons. Qmax have been reattending site to repair, however they will need to pump the sullage out of the pit in order for it to be repaired.

It was noted that every complex has one pump, in this case, it goes to a pit in the basement which gets pumped into a riser and into a main.

Yours faithfully
Independent Strata Management Pty Limited

Maddy Power
Strata Manager for Independent Strata Management Ltd Pty
On behalf of Unit Plan 4802
Email: strataenquiry@independent.com.au
Phone: 6209 1515



Default Rules for UP 4802



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 by unopposed resolution~~ **Executive Committee**; and

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

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



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.





Access
Canberra.

3066757

Chief Minister, Treasury and Economic Development Directorate

APPLICATION TO AMEND A PROGRESSIVE DEVELOPMENT FOR A COMMUNITY TITLE SCHEME

Land Titles Act 1925

Form 098 – CTSA

LODGING PARTY DETAILS

Name	Email Address	Customer Reference Number	Contact Telephone Number
Clayton Utz	conveyancing@claytonutz.com		02 6279 4009

IS THIS A PROGRESSIVE DEVELOPMENT?

☒ YES

☐ NO

COMMUNITY TITLE SCHEME DETAILS

Scheme Number	Volume and Folio Details of Existing Common Property Titles
32	2395:63 2432:26

PROGRESSIVE DEVELOPMENT DETAILS

List the Stage Number being submitted with this application (ie. 1 of 3)	List the total number of stages in this Community Title Scheme (ie. 3)
4 of 4	4

ADDITIONAL TITLE AND LAND DETAILS PROPOSED AS COMMON PROPERTY

Volume & Folio	District/Division	Section	Block	Lot
3005.751	KINGSTON	60	55	8

TITLE AND LAND DETAILS NOT BEING COMMON PROPERTY TO BE REMOVED, IF ANY

Volume & Folio	District/Division	Section	Block	Lot

TITLE AND LAND DETAILS NOT BEING PROPOSED AS COMMON PROPERTY

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
3005.750	KINGSTON	60	54		5	17

DOCUMENTS TO BE ATTACHED FOR A PROGRESSIVE DEVELOPMENT SCHEME

1. Progressive Development Site Plan for Community Title clearly indicating the parcels situated in this stage;
2. Authorisation from the Planning and Land Authority;
3. Certificates of title to any land not formerly within, or being removed from, the scheme; and,
4. An updated Lot Entitlement Schedule.

DOCUMENTS TO BE ATTACHED TO AMEND A SCHEME

- ~~1. The proposed scheme as amended, indicating the amendments;~~
- ~~2. Authorisation from the Planning and Land Authority;~~
- ~~3. Certificates of title to any land not formerly within, or being removed from, the scheme; and,~~
- ~~4. An updated Lot Entitlement Schedule.~~

CERTIFICATION **Delete the inapplicable***Applicant**

- *The Certifier has taken reasonable steps to verify the identity of the Applicant or his, her or its administrator or attorney.
- *The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- *The Certifier has retained the evidence to support this Registry Instrument or Document.
- *The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:



Alfonso del Rio
Lawyer

for: TNRC PTY LIMITED ACN 151 527 141

on behalf of the Applicant

OFFICE USE ONLY

Lodged by		Registered date / by	19 MAR 2021 
Data entered by		Attachments/Annexures	

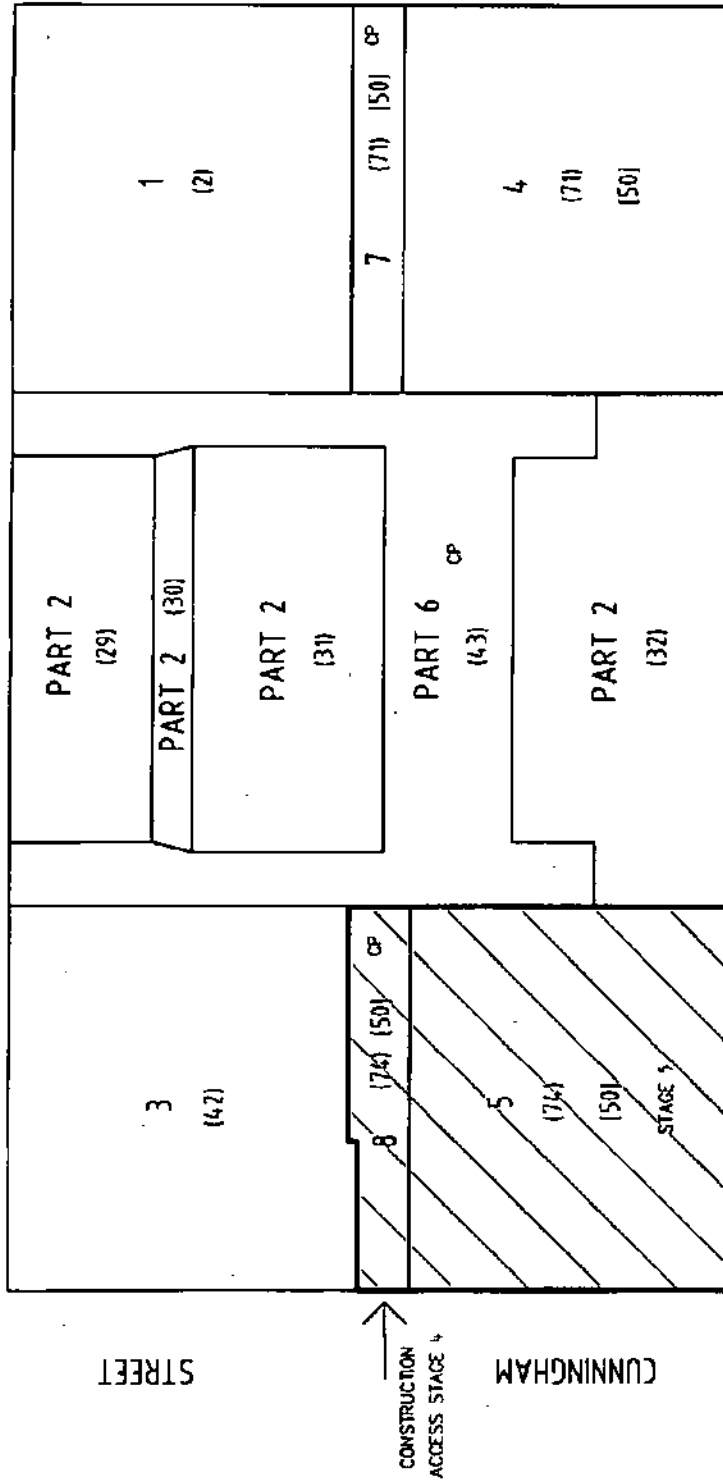
ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

- EASEMENTS FOR SUPPORT - SECTION 70
- EASEMENTS FOR UTILITY SERVICES - SECTION 71
- EASEMENTS FOR SHELTER - SECTION 72
- EASEMENTS FOR PROJECTIONS - SECTION 73
- EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74



PARBERRY STREET

STREET



CUNNINGHAM STREET

DAVES STREET

CONSTRUCTION ACCESS STAGE

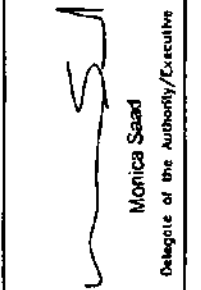
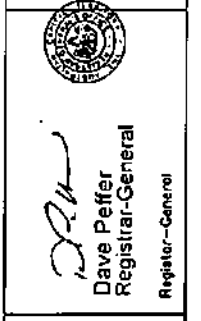
LEGEND

- 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
- (4.0) DENOTES BLOCK NUMBERS IN DIVISION OF KINGSTON DEPOSITED PLAN 11629
- [50] DENOTES SECTION NUMBERS IN DIVISION OF KINGSTON DEPOSITED PLAN 11627
- CP DENOTES COMMON PROPERTY
- [Z] STAGE BOUNDARIES

CAUSEWAY

THE

BOUNDARIES AT GROUND FLOOR ONLY
SHEET No 4 of 4 SHEETS

 Monica Sead Delegate of the Authority/Executive	 Dave Peffer Registrar-General		LOTS: 1-8 SECTION: 60 DIVISION: KINGSTON AUSTRALIAN CAPITAL TERRITORY Scale 1:600 0 5 10 20 30 METRES	STAGE PLAN - STAGE 4 COMMUNITY TITLE SCHEME No 31
--	--	---	---	---


ACT
Government

**Access
Canberra.**

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

LOT ENTITLEMENT SCHEDULE FOR A PROGRESSIVE DEVELOPMENT WITHIN A COMMUNITY TITLE SCHEME

Land Titles Act 1925

Form 099 - CTLP

DETAILS OF PARCELS NOT BEING PROPOSED AS COMMON PROPERTY						
Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2399:51	KINGSTON	60	2	1	1	-
2399:52	KINGSTON	60	2	2	1	-
2399:53	KINGSTON	60	2	3	1	-
2399:54	KINGSTON	60	2	4	1	-
2399:55	KINGSTON	60	2	5	1	-
2399:56	KINGSTON	60	2	6	1	-
2399:57	KINGSTON	60	2	7	1	-
2399:58	KINGSTON	60	2	8	1	-
2399:59	KINGSTON	60	2	9	1	-
2399:60	KINGSTON	60	2	10	1	-
2399:61	KINGSTON	60	2	11	1	-
2399:62	KINGSTON	60	2	12	1	-
2399:63	KINGSTON	60	2	13	1	-
2399:64	KINGSTON	60	2	14	1	-
2399:65	KINGSTON	60	2	15	1	-
2399:66	KINGSTON	60	2	16	1	-
2399:67	KINGSTON	60	2	17	1	-
2399:68	KINGSTON	60	2	18	1	-

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2399:69	KINGSTON	60	2	19	1	-
2399:70	KINGSTON	60	2	20	1	-
2399:71	KINGSTON	60	2	21	1	-
2399:72	KINGSTON	60	2	22	1	-
2399:73	KINGSTON	60	2	23	1	-
2399:74	KINGSTON	60	2	24	1	-
2399:50	KINGSTON	60	2	CP	1	10
2399:91	KINGSTON	60	29-41	1	2	-
2399:92	KINGSTON	60	29-41	2	2	-
2399:93	KINGSTON	60	29-41	3	2	-
2399:94	KINGSTON	60	29-41	4	2	-
2399:95	KINGSTON	60	29-41	5	2	-
2399:96	KINGSTON	60	29-41	6	2	-
2399:97	KINGSTON	60	29-41	7	2	-
2399:98	KINGSTON	60	29-41	8	2	-
2399:99	KINGSTON	60	29-41	9	2	-
2399:100	KINGSTON	60	29-41	10	2	-
2400:1	KINGSTON	60	29-41	11	2	-
2400:2	KINGSTON	60	29-41	12	2	-
2400:3	KINGSTON	60	29-41	13	2	-
2400:4	KINGSTON	60	29-41	14	2	-
2400:5	KINGSTON	60	29-41	15	2	-
2400:6	KINGSTON	60	29-41	16	2	-
2400:7	KINGSTON	60	29-41	17	2	-
2400:8	KINGSTON	60	29-41	18	2	-
2400:9	KINGSTON	60	29-41	19	2	-
2400:10	KINGSTON	60	29-41	20	2	-
2400:11	KINGSTON	60	29-41	21	2	-
2400:12	KINGSTON	60	29-41	22	2	-

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2400:13	KINGSTON	60	29-41	23	2	-
2400:14	KINGSTON	60	29-41	24	2	-
2400:15	KINGSTON	60	29-41	25	2	-
2400:16	KINGSTON	60	29-41	26	2	-
2400:17	KINGSTON	60	29-41	27	2	-
2400:18	KINGSTON	60	29-41	28	2	-
2400:19	KINGSTON	60	29-41	29	2	-
2400:20	KINGSTON	60	29-41	30	2	-
2400:21	KINGSTON	60	29-41	31	2	-
2400:22	KINGSTON	60	29-41	32	2	-
2400:23	KINGSTON	60	29-41	33	2	-
2400:24	KINGSTON	60	29-41	34	2	-
2400:25	KINGSTON	60	29-41	35	2	-
2400:26	KINGSTON	60	29-41	36	2	-
2400:27	KINGSTON	60	29-41	37	2	-
2400:28	KINGSTON	60	29-41	38	2	-
2400:29	KINGSTON	60	29-41	39	2	-
2400:30	KINGSTON	60	29-41	40	2	-
2400:31	KINGSTON	60	29-41	41	2	-
2400:32	KINGSTON	60	29-41	42	2	-
2400:33	KINGSTON	60	29-41	43	2	-
2400:34	KINGSTON	60	29-41	44	2	-
2400:35	KINGSTON	60	29-41	45	2	-
2400:36	KINGSTON	60	29-41	46	2	-
2400:37	KINGSTON	60	29-41	47	2	-
2400:38	KINGSTON	60	29-41	48	2	-
2400:39	KINGSTON	60	29-41	49	2	-
2400:40	KINGSTON	60	29-41	50	2	-
2400:41	KINGSTON	60	29-41	51	2	-
2400:42	KINGSTON	60	29-41	52	2	-

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2400:43	KINGSTON	60	29-41	53	2	-
2400:44	KINGSTON	60	29-41	54	2	-
2400:45	KINGSTON	60	29-41	55	2	-
2400:46	KINGSTON	60	29-41	56	2	-
2400:47	KINGSTON	60	29-41	57	2	-
2400:48	KINGSTON	60	29-41	58	2	-
2400:49	KINGSTON	60	29-41	59	2	-
2400:50	KINGSTON	60	29-41	60	2	-
2400:51	KINGSTON	60	29-41	61	2	-
2400:52	KINGSTON	60	29-41	62	2	-
2400:53	KINGSTON	60	29-41	63	2	-
2400:54	KINGSTON	60	29-41	64	2	-
2400:55	KINGSTON	60	29-41	65	2	-
2400:56	KINGSTON	60	29-41	66	2	-
2400:57	KINGSTON	60	29-41	67	2	-
2400:58	KINGSTON	60	29-41	68	2	-
2400:59	KINGSTON	60	29-41	69	2	-
2400:60	KINGSTON	60	29-41	70	2	-
2400:61	KINGSTON	60	29-41	71	2	-
2400:62	KINGSTON	60	29-41	72	2	-
2400:63	KINGSTON	60	29-41	73	2	-
2400:64	KINGSTON	60	29-41	74	2	-
2400:65	KINGSTON	60	29-41	75	2	-
2400:66	KINGSTON	60	29-41	76	2	-
2400:67	KINGSTON	60	29-41	77	2	-
2400:68	KINGSTON	60	29-41	78	2	-
2400:69	KINGSTON	60	29-41	79	2	-
2400:70	KINGSTON	60	29-41	80	2	-
2400:71	KINGSTON	60	29-41	81	2	-
2400:72	KINGSTON	60	29-41	82	2	-

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2400:73	KINGSTON	60	29-41	83	2	-
2400:74	KINGSTON	60	29-41	84	2	-
2400:75	KINGSTON	60	29-41	85	2	-
2400:76	KINGSTON	60	29-41	86	2	-
2400:77	KINGSTON	60	29-41	87	2	-
2400:78	KINGSTON	60	29-41	88	2	-
2400:79	KINGSTON	60	29-41	89	2	-
2400:80	KINGSTON	60	29-41	90	2	-
2400:81	KINGSTON	60	29-41	91	2	-
2400:82	KINGSTON	60	29-41	92	2	-
2400:83	KINGSTON	60	29-41	93	2	-
2400:84	KINGSTON	60	29-41	94	2	-
2400:85	KINGSTON	60	29-41	95	2	-
2400:86	KINGSTON	60	29-41	96	2	-
2400:87	KINGSTON	60	29-41	97	2	-
2399:90	KINGSTON	60	29-41	CP	2	35
2410:81	KINGSTON	60	42	1	3	-
2410:82	KINGSTON	60	42	2	3	-
2410:83	KINGSTON	60	42	3	3	-
2410:84	KINGSTON	60	42	4	3	-
2410:85	KINGSTON	60	42	5	3	-
2410:86	KINGSTON	60	42	6	3	-
2410:87	KINGSTON	60	42	7	3	-
2410:88	KINGSTON	60	42	8	3	-
2410:89	KINGSTON	60	42	9	3	-
2410:90	KINGSTON	60	42	10	3	-
2410:91	KINGSTON	60	42	11	3	-
2410:92	KINGSTON	60	42	12	3	-
2410:93	KINGSTON	60	42	13	3	-
2410:94	KINGSTON	60	42	14	3	-

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2410:95	KINGSTON	60	42	15	3	-
2410:96	KINGSTON	60	42	16	3	-
2410:97	KINGSTON	60	42	17	3	-
2410:98	KINGSTON	60	42	18	3	-
2410:99	KINGSTON	60	42	19	3	-
2410:100	KINGSTON	60	42	20	3	-
2411:1	KINGSTON	60	42	21	3	-
2411:2	KINGSTON	60	42	22	3	-
2411:3	KINGSTON	60	42	23	3	-
2411:4	KINGSTON	60	42	24	3	-
2411:5	KINGSTON	60	42	25	3	-
2411:6	KINGSTON	60	42	26	3	-
2410:80	KINGSTON	60	42	CP	3	12
2444:81	KINGSTON	60	52	1	4	-
2444:82	KINGSTON	60	52	2	4	-
2444:83	KINGSTON	60	52	3	4	-
2444:84	KINGSTON	60	52	4	4	-
2444:85	KINGSTON	60	52	5	4	-
2444:86	KINGSTON	60	52	6	4	-
2444:87	KINGSTON	60	52	7	4	-
2444:88	KINGSTON	60	52	8	4	-
2444:89	KINGSTON	60	52	9	4	-
2444:90	KINGSTON	60	52	10	4	-
2444:91	KINGSTON	60	52	11	4	-
2444:92	KINGSTON	60	52	12	4	-
2444:93	KINGSTON	60	52	13	4	-
2444:94	KINGSTON	60	52	14	4	-
2444:95	KINGSTON	60	52	15	4	-
2444:96	KINGSTON	60	52	16	4	-
2444:97	KINGSTON	60	52	17	4	-

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2444:98	KINGSTON	60	52	18	4	-
2444:99	KINGSTON	60	52	19	4	-
2444:100	KINGSTON	60	52	20	4	-
2445:1	KINGSTON	60	52	21	4	-
2445:2	KINGSTON	60	52	22	4	-
2445:3	KINGSTON	60	52	23	4	-
2445:4	KINGSTON	60	52	24	4	-
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2445:13	KINGSTON	60	52	33	4	-
2445:14	KINGSTON	60	52	34	4	-
2445:15	KINGSTON	60	52	35	4	-
2445:16	KINGSTON	60	52	36	4	-
2445:17	KINGSTON	60	52	37	4	-
2445:18	KINGSTON	60	52	38	4	-
2445:19	KINGSTON	60	52	39	4	-
2445:20	KINGSTON	60	52	40	4	-
2445:21	KINGSTON	60	52	41	4	-
2445:22	KINGSTON	60	52	42	4	-
2445:23	KINGSTON	60	52	43	4	-
2445:24	KINGSTON	60	52	44	4	-
2445:25	KINGSTON	60	52	45	4	-
2445:26	KINGSTON	60	52	46	4	-
2445:27	KINGSTON	60	52	47	4	-

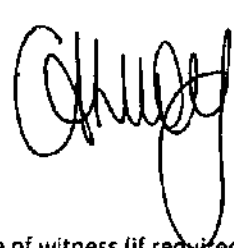
Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2445:28	KINGSTON	60	52	48	4	-
2445:29	KINGSTON	60	52	49	4	-
2445:30	KINGSTON	60	52	50	4	-
2445:31	KINGSTON	60	52	51	4	-
2445:32	KINGSTON	60	52	52	4	-
2445:33	KINGSTON	60	52	53	4	-
2445:34	KINGSTON	60	52	54	4	-
2445:35	KINGSTON	60	52	55	4	-
2445:36	KINGSTON	60	52	56	4	-
2445:37	KINGSTON	60	52	57	4	-
2445:38	KINGSTON	60	52	58	4	-
2445:39	KINGSTON	60	52	59	4	-
2445:40	KINGSTON	60	52	60	4	-
2445:41	KINGSTON	60	52	61	4	-
2445:42	KINGSTON	60	52	62	4	-
2445:43	KINGSTON	60	52	63	4	-
2445:44	KINGSTON	60	52	64	4	-
2445:45	KINGSTON	60	52	65	4	-
2445:46	KINGSTON	60	52	66	4	-
2445:47	KINGSTON	60	52	67	4	-
2445:48	KINGSTON	60	52	68	4	-
2445:49	KINGSTON	60	52	69	4	-
2445:50	KINGSTON	60	52	70	4	-
2445:51	KINGSTON	60	52	71	4	-
2445:52	KINGSTON	60	52	72	4	-
2445:53	KINGSTON	60	52	73	4	-
2445:54	KINGSTON	60	52	74	4	-
2445:55	KINGSTON	60	52	75	4	-
2445:56	KINGSTON	60	52	76	4	-
2445:57	KINGSTON	60	52	77	4	-

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2445:58	KINGSTON	60	52	78	4	-
2445:59	KINGSTON	60	52	79	4	-
2445:60	KINGSTON	60	52	80	4	-
2445:61	KINGSTON	60	52	81	4	-
2445:62	KINGSTON	60	52	82	4	-
2444:80	KINGSTON	60	52	CP	4	26
3005:750	KINGSTON	60	54		5	17
						100

DETAILS OF PARCELS PROPOSED AS COMMON PROPERTY

Volume & Folio	District/Division	Section	Block	Lot
2395:63	KINGSTON	60	43-50	6
2432:26	KINGSTON	60	53	7
3005:751	KINGSTON	60	55	8

DEVELOPER'S EXECUTION

Name of developer TNRC PTY LIMITED by its attorney ALFONSO DEL RIO pursuant to Power of Attorney ACT Registration No.0144120  Signature or common seal of developer Dated - 4-2-2021	Full name of witness (if required)  Amanda Leigh Noy 10/2 Phillip Law Street CANBERRA ACT 2601 Signature of witness (if required) Dated - 4-2-2021
---	--

PLANNING AND LAND AUTHORITY APPROVAL

The attached lot entitlement schedule was approved for registration Dated 17 th this day of February 2021  Jonathan Teasdale Full Name and Signature of the delegate of the ACT Planning and Land Authority.	REGISTRAR-GENERAL REGISTRATION The attached lot entitlement schedule for Community Title Scheme No 32 was registered Dated _____ this day of _____ 2020  David Pryce Registrar-General  Signature of Registrar-General
--	--

Site Plan

Lots 1 - 8

Blocks 2, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45,
46, 47, 48, 49 and 50
Section 60 Kingston

and

Blocks 71 and 74
Section 50 Kingston

Master Plan

Lots 1 - 8

Blocks 2, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45,
46, 47, 48, 49 and 50
Section 60 Kingston

and

Blocks 71 and 74
Section 50 Kingston

Clayton Utz
Lawyers
Level 10 2 Phillip Law Street Canberra ACT 2601 Australia
GPO Box 9806 Canberra ACT 2601
T +61 2 6279 4000 F +61 2 6279 4099

www.claytonutz.com

Our reference 216/80177191

216/80177191/329213137

Master Plan

1. Site Plan

A Plan of 21 sheets complying with the requirements of Section 6(a) of the *Community Title Act 2001 (Act)* and the *Community Title Regulations 2002 (Regulations)* is provided. In accordance with the Act and the Regulations, the Plan:

- (a) delineates the Land;
- (b) indicates each Lot included in the Scheme;
- (c) indicates the Common Property;
- (d) shows the distances of each existing building from the boundaries of the Lot;
- (e) shows the building envelope (BE) for buildings to be constructed (together with the proposed distances of each building from the boundaries of the Lot);
- (f) shows each road within the boundaries of the Land;
- (g) indicates the proposed stages of development of the Scheme; and
- (h) is drawn to scale and shows a north point.

2. Sketch

A sketch complying with the requirements of section 6(b) of the Act is attached. The Scheme does not identify any particular colours or materials required for buildings forming part of the Scheme, nor does it prescribe any particular landscaping requirements.

3. General Theme

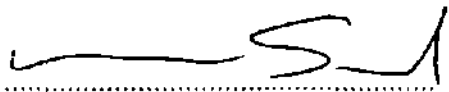
The Scheme does not contain a general architectural or landscaping theme for the residential dwellings or the community property.

4. Services and Easements

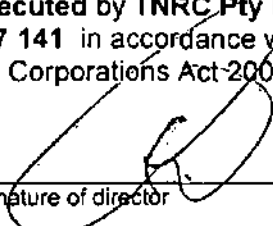
All Lots forming part of community title i.e. Lots 1-8 have the benefit of following statutory easements under Part 10 of the *Community Title Act 2001 (ACT)*:

- (a) easements for support - section 70;
- (b) easements for utility services - section 71;
- (c) easements for shelter - section 72;
- (d) easements for projections - section 73; and
- (e) easements for maintenance of building close to boundary - section 74.

Signed by **Monica Saad**
an authorised delegate of the Planning
and Land Authority:


Delegate
15-01-19

Executed by **TNRC Pty Limited ACN 151
527 141** in accordance with section 127 of
the Corporations Act 2001 (Cth):


Signature of director

PETER JOHN WRIGHT
Full name of director


Signature of company secretary/director

JOHN GILROY GASSON
Full name of company secretary/director

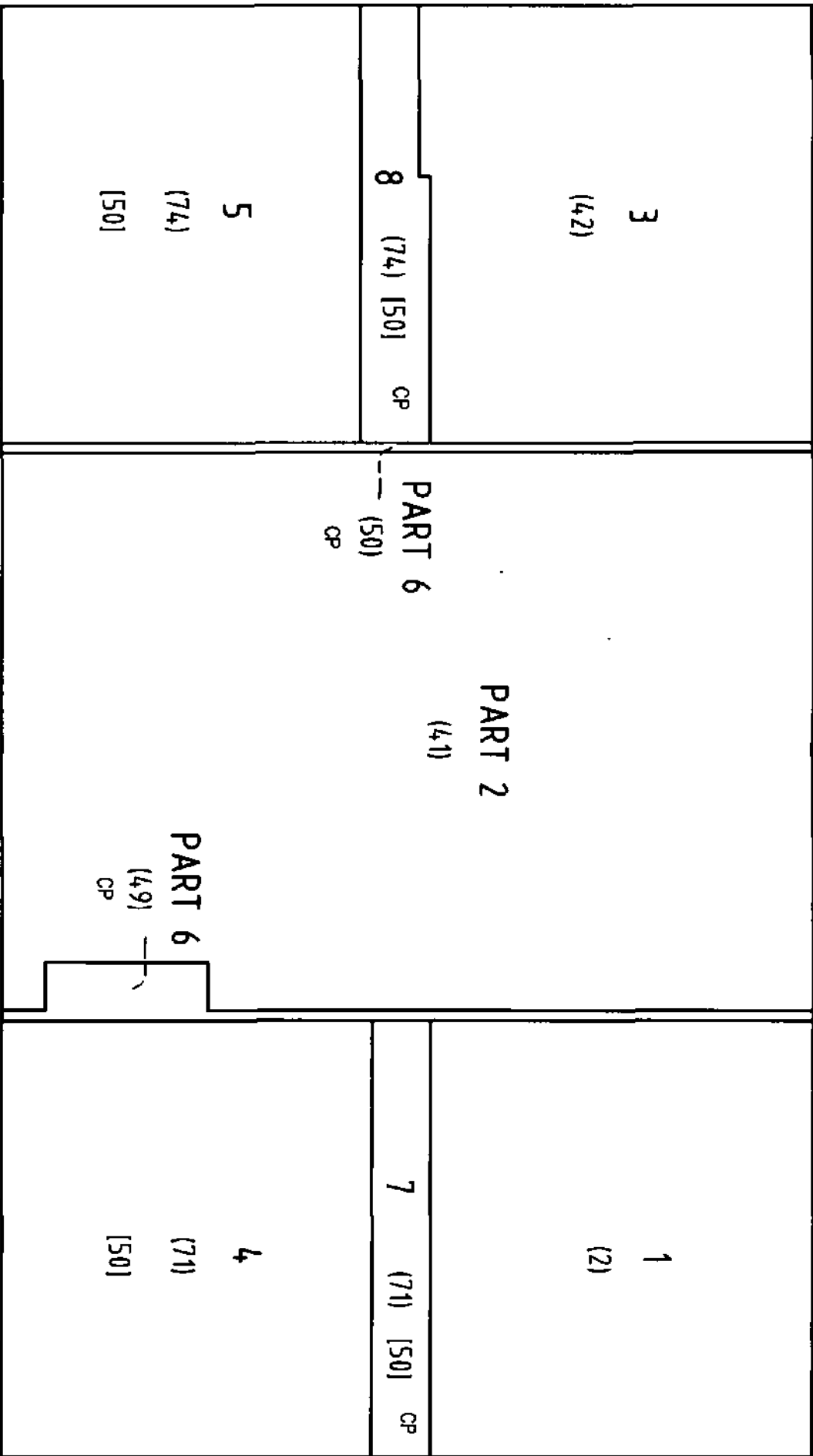
ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):
EASEMENTS FOR SUPPORT - SECTION 70
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EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74

PARBERRY

STREET

CUNNINGHAM STREET

DAWES STREET



THE

CAUSEWAY

LEGEND

- 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
(40) DENOTES BLOCK NUMBERS IN DIVISION OF KINGSTON DEPOSITED PLAN 11629
[50] DENOTES SECTION NUMBERS IN DIVISION OF KINGSTON DEPOSITED PLAN 11627
CP DENOTES COMMON PROPERTY

BOUNDARIES AT BELOW BASEMENT ONLY

SHEET No 1 of 5 SHEETS

Applicant

Monica Saad
Delegate of the Authority/Executive

Dave Paffer
Registrar-General



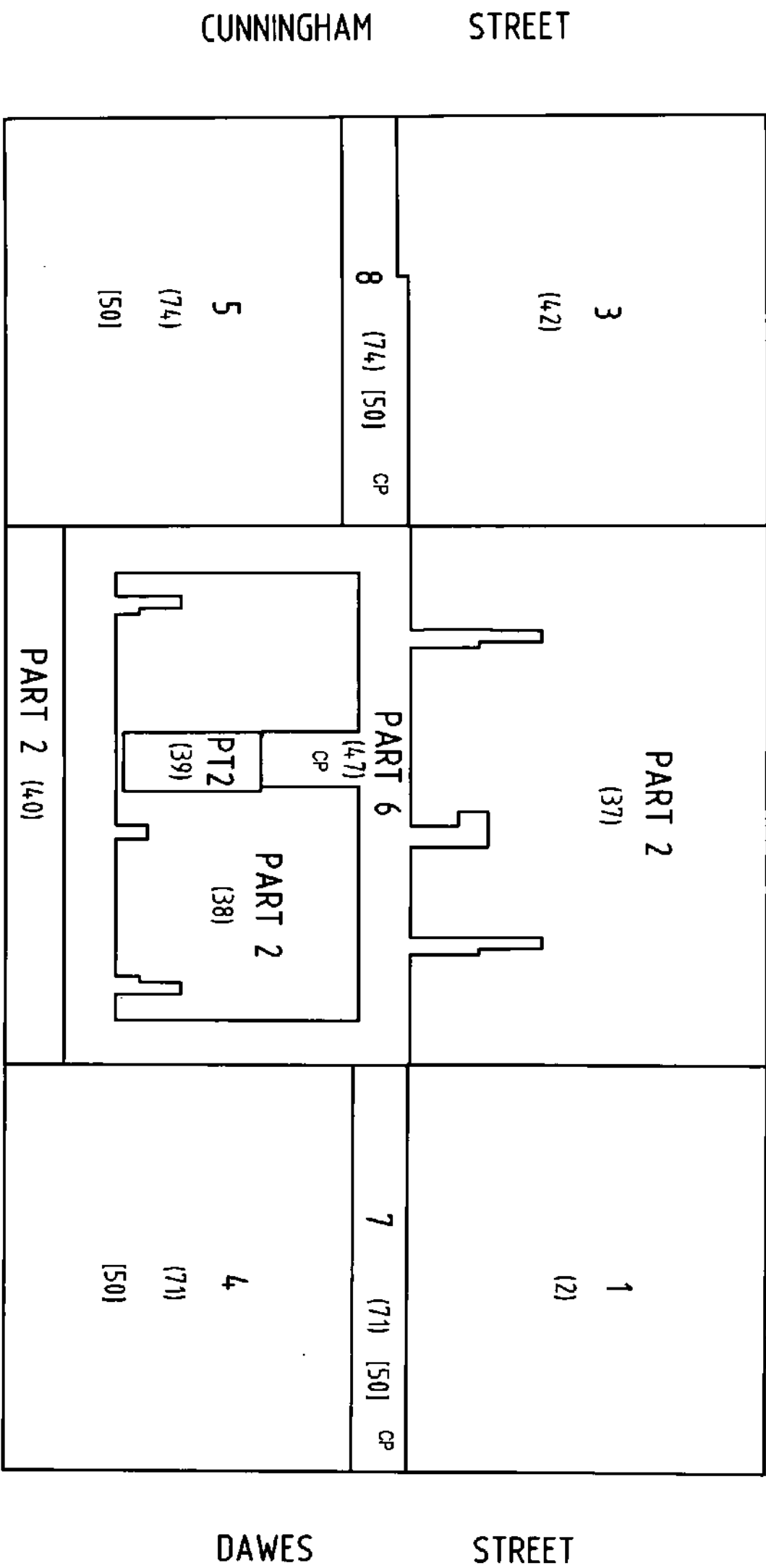
LOTS: 1-8
SECTION: 60
DIVISION: KINGSTON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:600 0 5 10 20 30 METRES

SITE PLAN
COMMUNITY TITLE
SCHEME No 32

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING
STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):
EASEMENTS FOR SUPPORT - SECTION 70
EASEMENTS FOR UTILITY SERVICES - SECTION 71
EASEMENTS FOR SHELTER - SECTION 72
EASEMENTS FOR PROJECTIONS - SECTION 73
EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74

PARBERRY

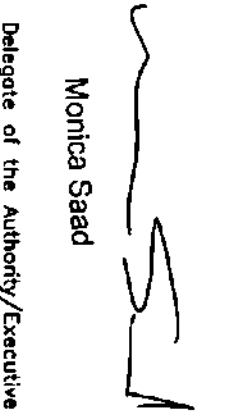
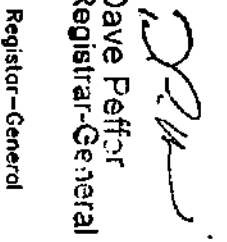
STREET



THE CAUSEWAY

- LEGEND
- 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
 - (40) DENOTES BLOCK NUMBERS IN DIVISION OF KINGSTON DEPOSITED PLAN 11629
 - [50] DENOTES SECTION NUMBERS IN DIVISION OF KINGSTON DEPOSITED PLAN 11627
 - CP DENOTES COMMON PROPERTY

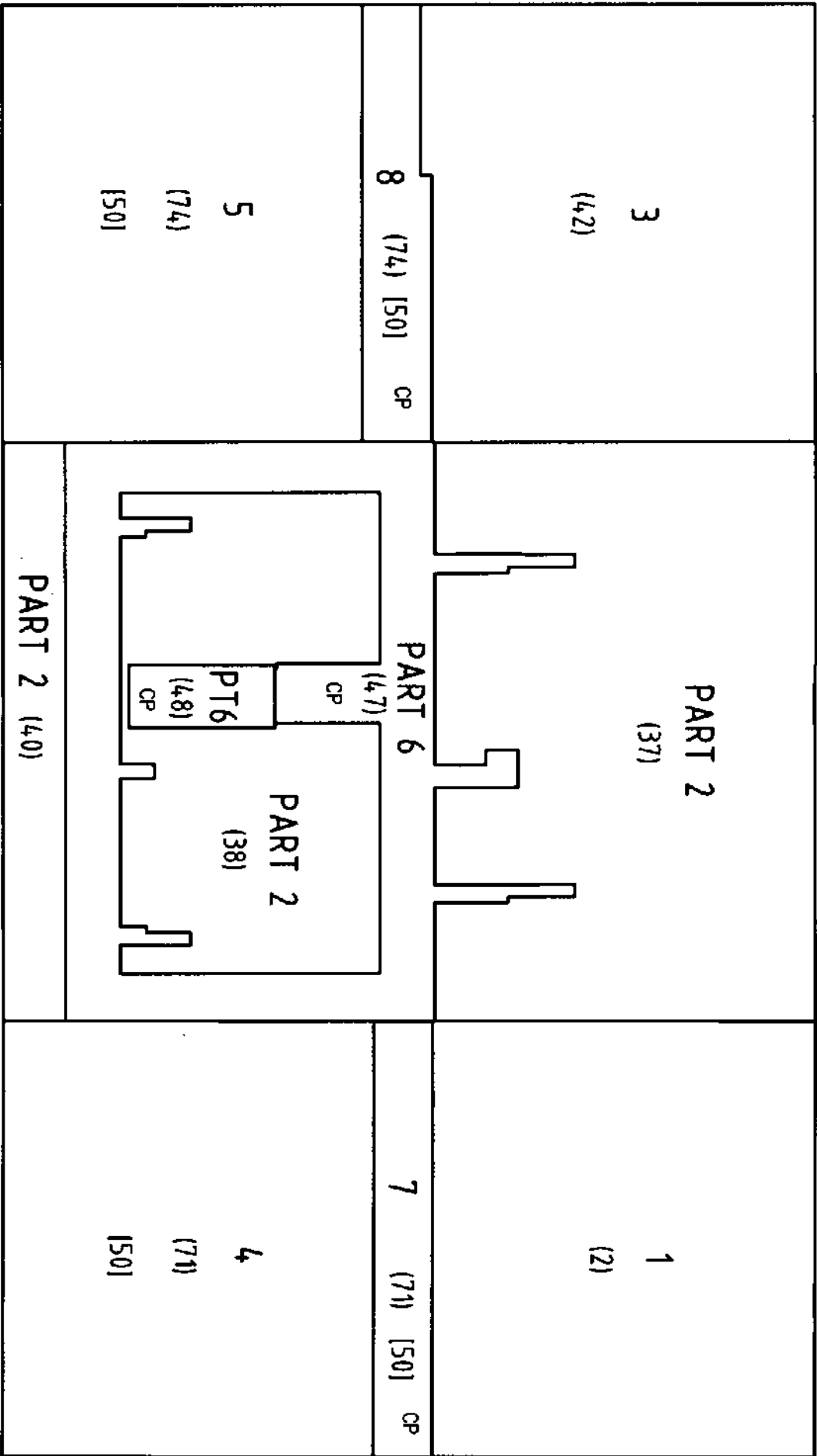
BOUNDARIES AT BASEMENT ONLY
SHEET No 2 of 5 SHEETS

				LOTS: 1-8 SECTION: 60 DIVISION: KINGSTON AUSTRALIAN CAPITAL TERRITORY Scale 1:600 0 5 10 20 30 METRES	SITE PLAN
					COMMUNITY TITLE SCHEME No 32
Applicant	Delegate of the Authority/Executive	Registrar-General			

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):
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EASEMENTS FOR PROJECTIONS - SECTION 73
EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74

PARBERRY

STREET



CUNNINGHAM

STREET

DAWES

STREET

LEGEND

- 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
- (40) DENOTES BLOCK NUMBERS IN DIVISION OF KINGSTON DEPOSITED PLAN 11629
- [50] DENOTES SECTION NUMBERS IN DIVISION OF KINGSTON DEPOSITED PLAN 11627
- CP DENOTES COMMON PROPERTY

THE

CAUSEWAY

BOUNDARIES AT UPPER BASEMENT ONLY

SHEET No 3 of 5 SHEETS

Applicant

Monica Saad
Delegate of the Authority/Executive

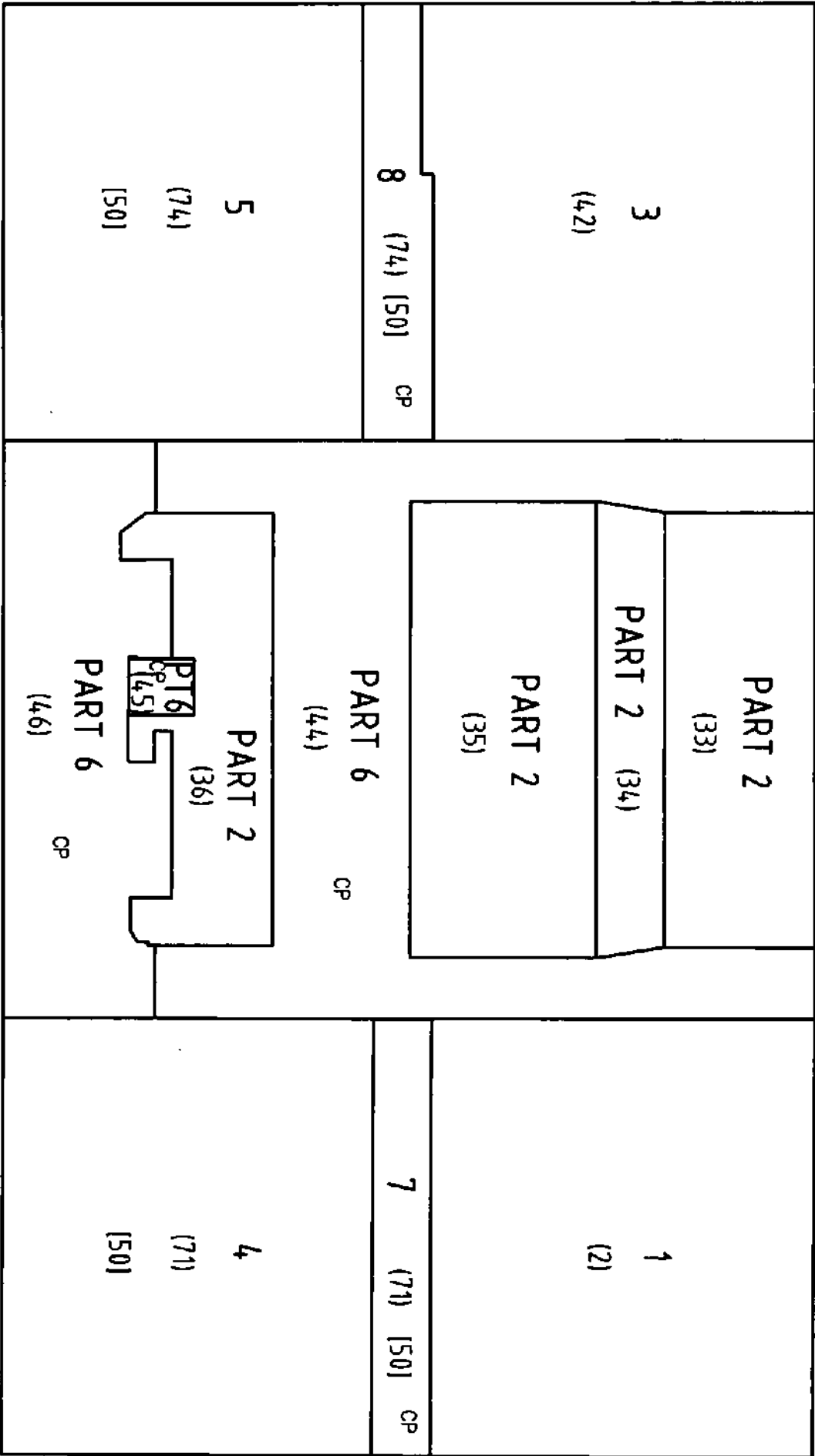
Dave Peffer
Registrar-General
REGISTRAR GENERAL

LOTS: 1-8
SECTION: 60
DIVISION: KINGSTON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:600 0 5 10 20 30 METRES

SITE PLAN
COMMUNITY TITLE
SCHEME No 32

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):
EASEMENTS FOR SUPPORT – SECTION 70
EASEMENTS FOR UTILITY SERVICES – SECTION 71
EASEMENTS FOR SHELTER – SECTION 72
EASEMENTS FOR PROJECTIONS – SECTION 73
EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY – SECTION 74

PARBERRY STREET



CUNNINGHAM STREET

DAWES STREET

LEGEND
1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
THE CAUSEWAY

(40) DENOTES BLOCK NUMBERS IN DIVISION OF KINGSTON DEPOSITED PLAN 11629
(50) DENOTES SECTION NUMBERS IN DIVISION OF KINGSTON DEPOSITED PLAN 11627
CP DENOTES COMMON PROPERTY

BOUNDARIES AT LOWER GROUND FLOOR ONLY

SHEET No 4 of 5 SHEETS

Applicant

Monica Saad
Delegate of the Authority/Executive

Dave Peffer
Registrar-General



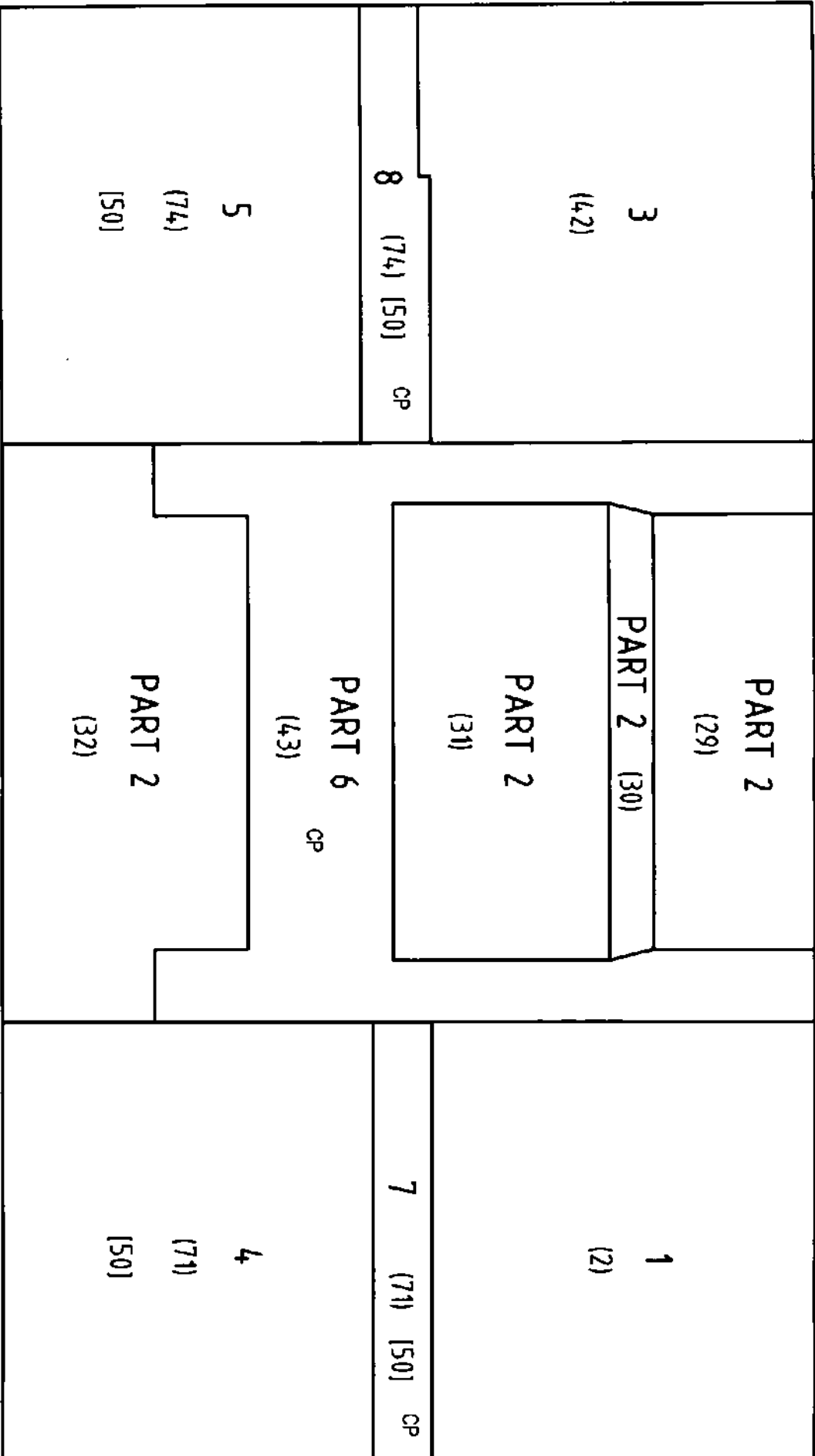
LOTS: 1-8
SECTION: 60
DIVISION: KINGSTON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:600 0 5 10 20 30 METRES

SITE PLAN
COMMUNITY TITLE
SCHEME No 72

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):
EASEMENTS FOR SUPPORT - SECTION 70
EASEMENTS FOR UTILITY SERVICES - SECTION 71
EASEMENTS FOR SHELTER - SECTION 72
EASEMENTS FOR PROJECTIONS - SECTION 73
EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74

PARBERRY

STREET



LEGEND

THE

CAUSEWAY

- 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
(40) DENOTES BLOCK NUMBERS IN DIVISION OF KINGSTON DEPOSITED PLAN 11629
[50] DENOTES SECTION NUMBERS IN DIVISION OF KINGSTON DEPOSITED PLAN 11627
CP DENOTES COMMON PROPERTY

BOUNDARIES AT GROUND FLOOR ONLY

SHEET No 5 of 5 SHEETS

CUNNINGHAM

STREET

DAWES

STREET

Signature of Monica Saad

Monica Saad
Delegate of the Authority/Executive

Dave Paffer
Registrar-General



LOTS: 1-8
SECTION: 60
DIVISION: KINGSTON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:600
0 5 10 20 30 METRES

SITE PLAN
COMMUNITY TITLE
SCHEME No 32

Building Envelope Plan

Lots 1 - 8

Blocks 2, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45,
46, 47, 48, 49 and 50
Section 60 Kingston

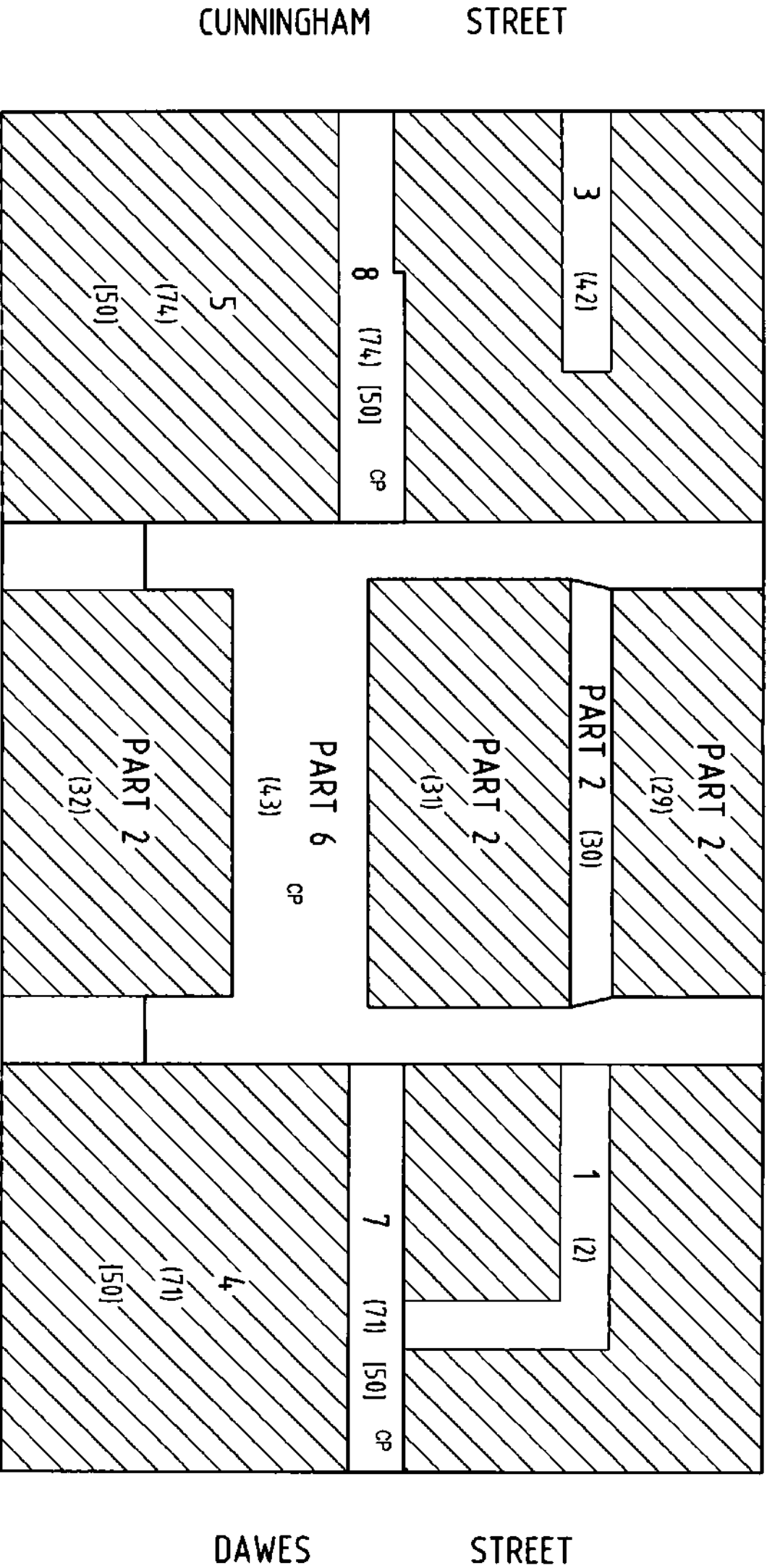
and

Blocks 71 and 74
Section 50 Kingston

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):
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EASEMENTS FOR UTILITY SERVICES – SECTION 71
EASEMENTS FOR SHELTER – SECTION 72
EASEMENTS FOR PROJECTIONS – SECTION 73
EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY – SECTION 74

PARBERRY

STREET



LEGEND

- 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
- (40) DENOTES BLOCK NUMBERS IN DIVISION OF KINGSTON DEPOSITED PLAN 11629
- [50] DENOTES SECTION NUMBERS IN DIVISION OF KINGSTON DEPOSITED PLAN 11627
- CP DENOTES COMMON PROPERTY

THE

CAUSEWAY

DAWES

STREET

BOUNDARIES AT GROUND FLOOR ONLY

SHEET No 1 of 1 SHEETS

Applicant

Monica Saad
Delegate of the Authority/Executive

Dave Peffer
Registrar-General



LOTS: 1-8
SECTION: 60
DIVISION: KINGSTON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:600
0 5 10 20 30 METRES

BUILDING ENVELOPE PLAN
COMMUNITY TITLE
SCHEME No 32

Landscape Plan

Lots 1 - 8

Blocks 2, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45,
46, 47, 48, 49 and 50

Section 60 Kingston

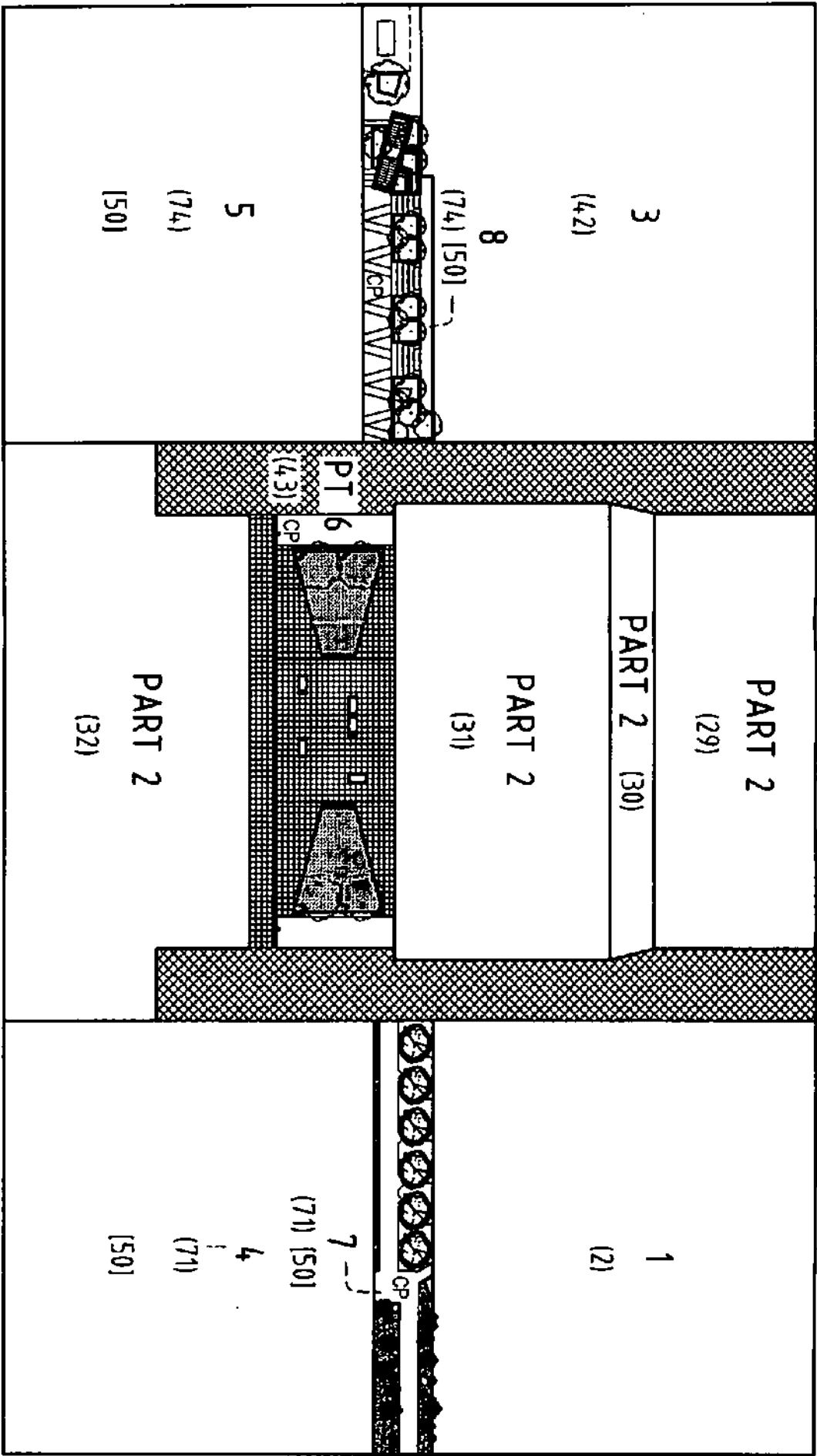
and

Blocks 71 and 74

Section 50 Kingston

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EASEMENTS FOR PROJECTIONS - SECTION 73
EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74

PARBERRY STREET



CUNNINGHAM STREET

DAWES STREET

THE CAUSEWAY

1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME

(40) DENOTES BLOCK NUMBERS IN DIVISION OF KINGSTON DEPOSITED PLAN 11629

(50) DENOTES SECTION NUMBERS IN DIVISION OF KINGSTON DEPOSITED PLAN 11627

CP DENOTES COMMON PROPERTY

BOUNDARIES AT GROUND FLOOR ONLY

SHEET No 1 of 1 SHEETS

Applicant

Monica Saad
Delegate of the Authority/Executive

Dave Peffer
Registrar-General



LOTS: 1-8
SECTION: 60
DIVISION: KINGSTON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:600
0 5 10 20 30 METRES

LANDSCAPE PLAN
COMMUNITY TITLE
SCHEME No 32

Streetscape Plan

Lots 1 - 8

Blocks 2, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45,
46, 47, 48, 49 and 50

Section 60 Kingston

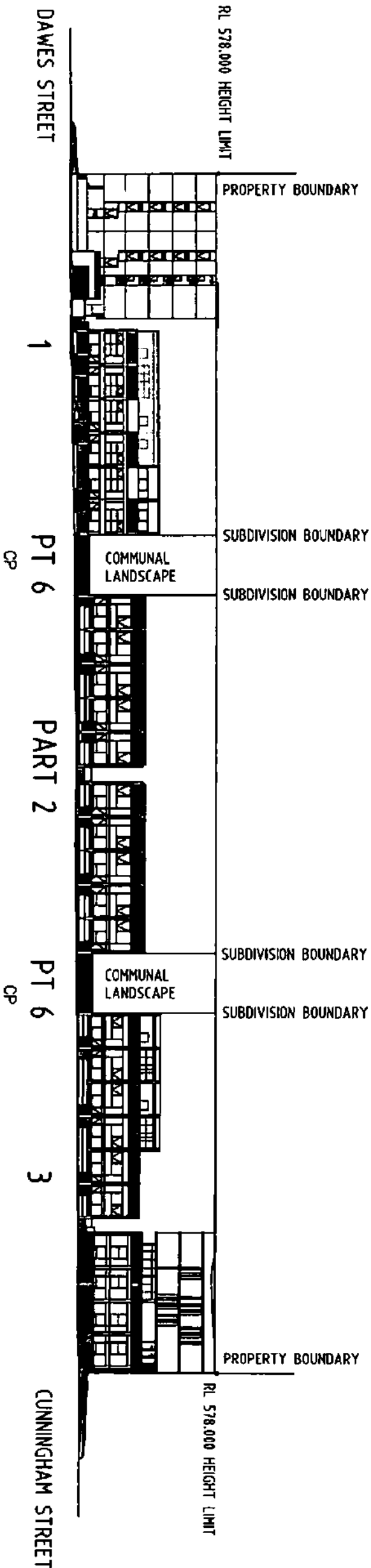
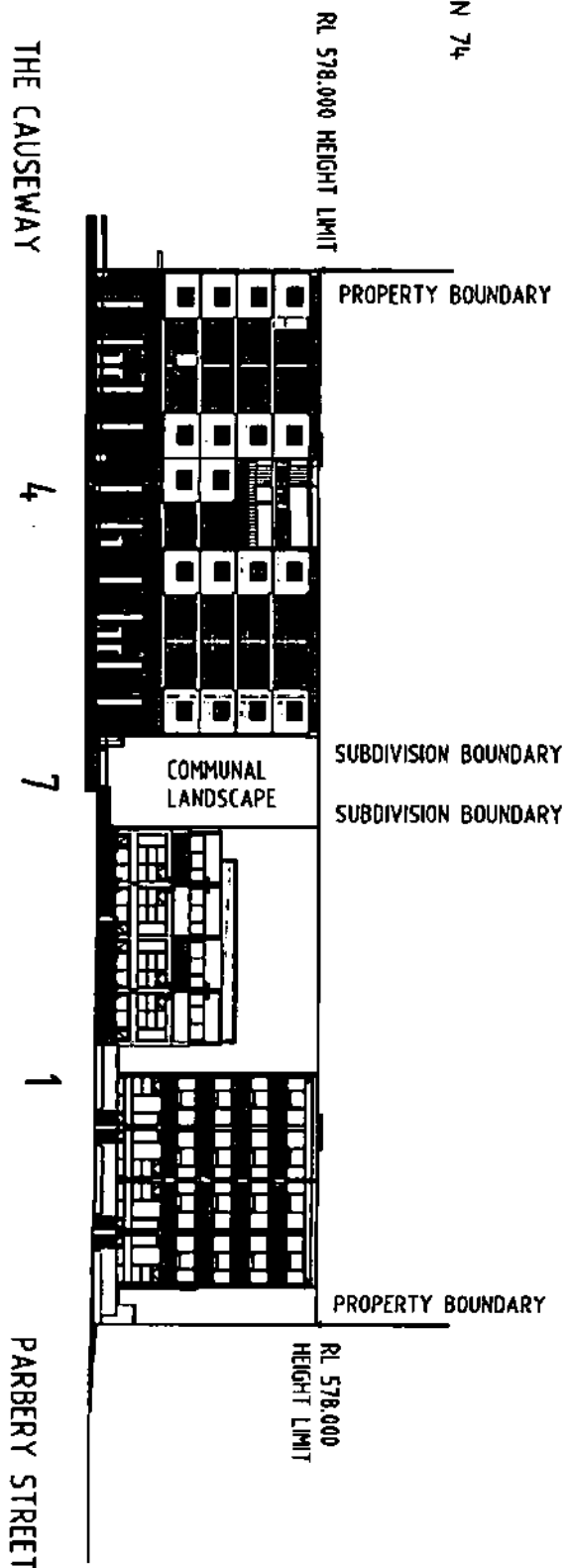
and

Blocks 71 and 74

Section 50 Kingston

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

- EASEMENTS FOR SUPPORT - SECTION 70
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- EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74



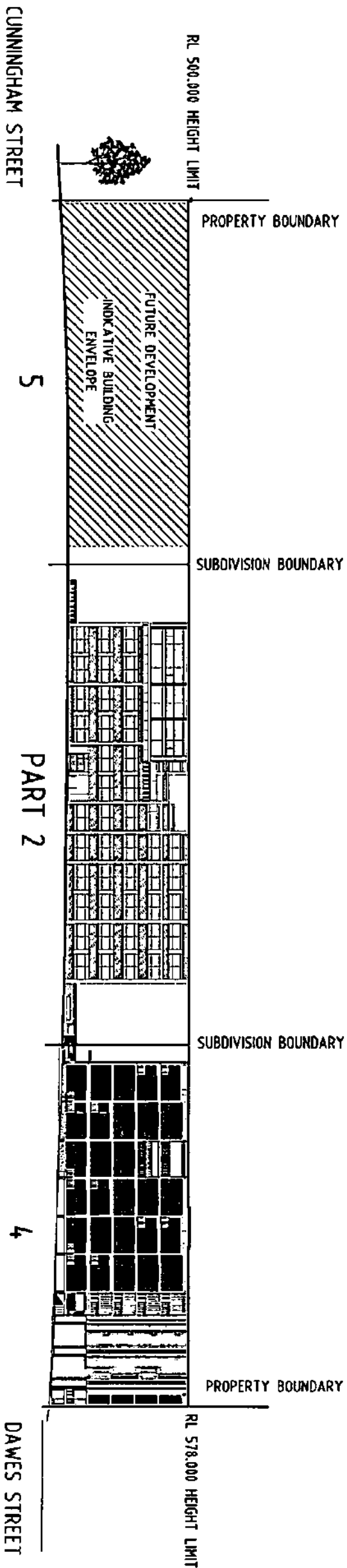
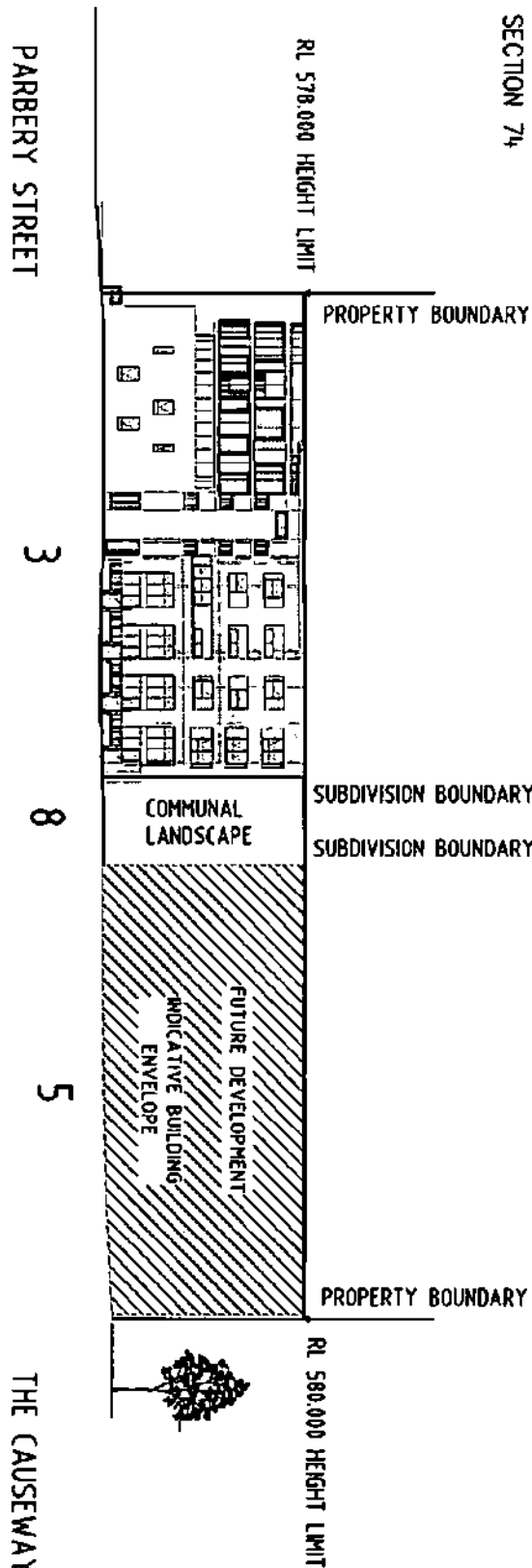
1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME

LOT BOUNDARIES AT GROUND FLOOR ONLY

SHEET No 1 of 2 SHEETS

Applicant 	Monica Saad Delegate of the Authority/Executive	Dave Peffer Registrar-General 	LOTS: 1-8 SECTION: 60 DIVISION: KINGSTON AUSTRALIAN CAPITAL TERRITORY Scale 1:600 0 5 10 20 30 METRES	STREETSCAPE PLAN COMMUNITY TITLE SCHEME No 32
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ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):
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EASEMENTS FOR SHELTER – SECTION 72
EASEMENTS FOR PROJECTIONS – SECTION 73
EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY – SECTION 74



THE CAUSEWAY STREETSCAPE ELEVATIONS

1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME

LOT BOUNDARIES AT GROUND FLOOR ONLY
SHEET No 2 of 2 SHEETS

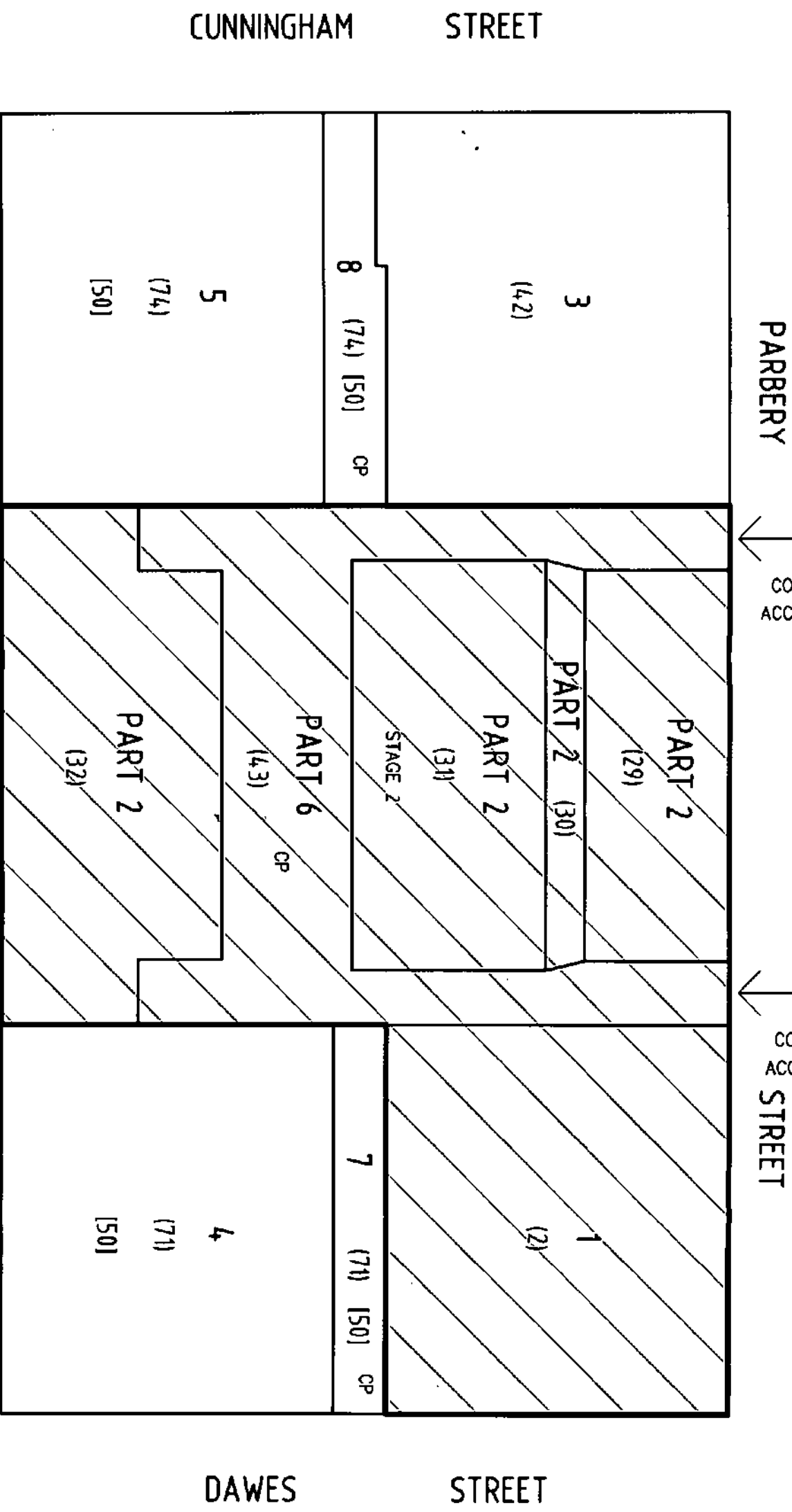
				LOTS: 1-8 SECTION: 60 DIVISION: KINGSTON AUSTRALIAN CAPITAL TERRITORY Scale 1:600 0 5 10 20 30 METRES	STREETSCAPE PLAN COMMUNITY TITLE SCHEME No 32
Applicant	Monica Saad Delegate of the Authority/Executive	Dave Peffer Registrar-General			

Stage 1 Plan

Lots 1, 2 and 6

Blocks 2, 29 - 41 and 43 - 50
Section 60 Kingston

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):
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LEGEND

- 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
- (40) DENOTES BLOCK NUMBERS IN DIVISION OF KINGSTON DEPOSITED PLAN 11629
- [50] DENOTES SECTION NUMBERS IN DIVISION OF KINGSTON DEPOSITED PLAN 11627
- CP DENOTES COMMON PROPERTY
- ☒ STAGE BOUNDARIES

THE CAUSEWAY

BOUNDARIES AT GROUND FLOOR ONLY
SHEET No 1 of 4 SHEETS

Applicant

Monica Saad
Delegate of the Authority/Executive

Dave Peffer
Registrar-General



LOTS: 1-8
SECTION: 60
DIVISION: KINGSTON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:600
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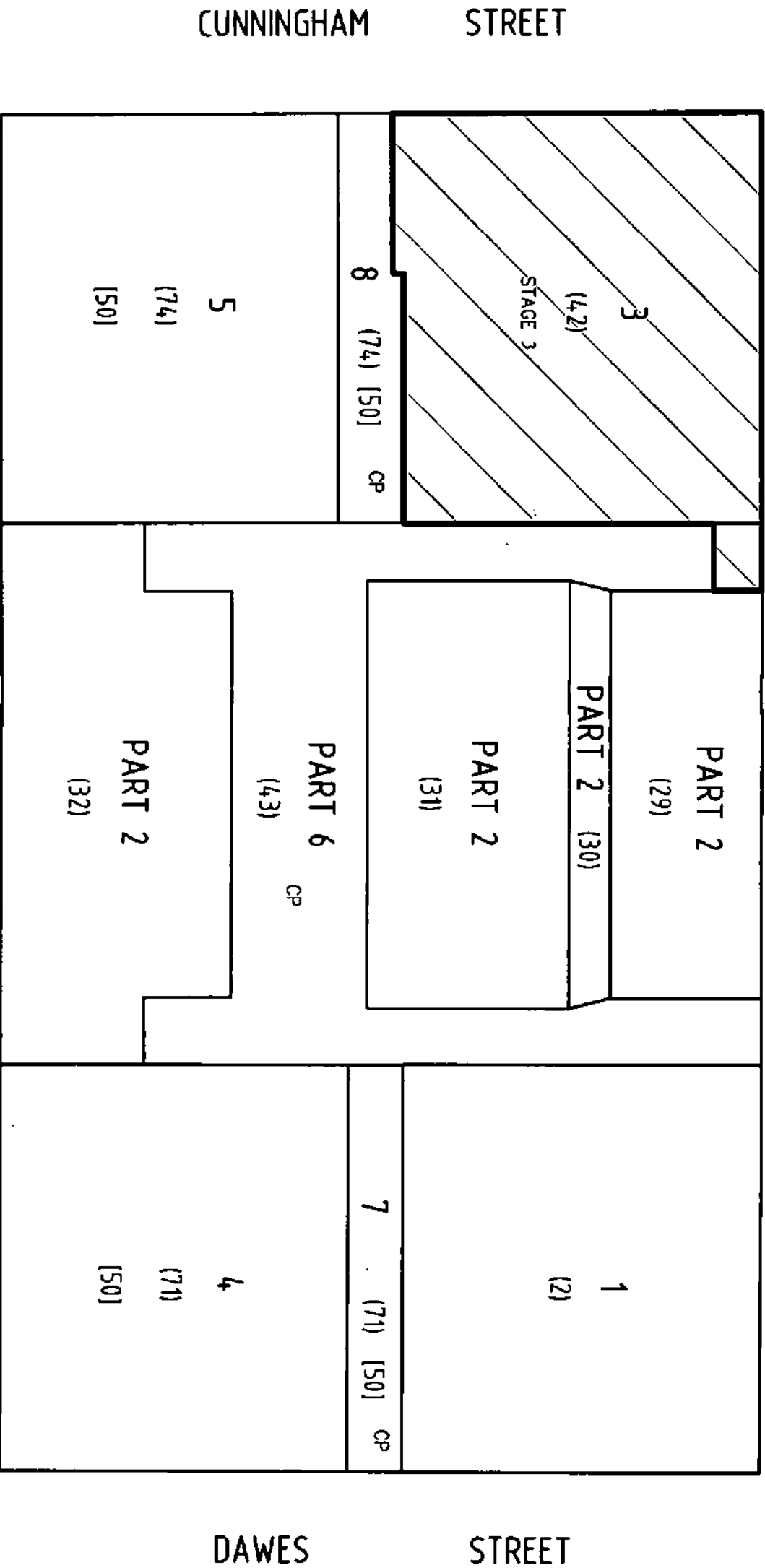
STAGE PLAN – STAGE 1
COMMUNITY TITLE
SCHEME No 32

Stage 2 Plan

Lot 3
Block 42
Section 60 Kingston

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):
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EASEMENTS FOR UTILITY SERVICES – SECTION 71
EASEMENTS FOR SHELTER – SECTION 72
EASEMENTS FOR PROJECTIONS – SECTION 73
EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY – SECTION 74

CONSTRUCTION
ACCESS STAGE 2



LEGEND

- 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
- (40) DENOTES BLOCK NUMBERS IN DIVISION OF KINGSTON DEPOSITED PLAN 11629
- [50] DENOTES SECTION NUMBERS IN DIVISION OF KINGSTON DEPOSITED PLAN 11627
- CP DENOTES COMMON PROPERTY
- ☒ STAGE BOUNDARIES

THE CAUSEWAY

BOUNDARIES AT GROUND FLOOR ONLY

SHEET No 2 of 4 SHEETS

Applicant

Monica Saad
Delegate of the Authority/Executive

Dave Peffer
Registrar-General



LOTS: 1-8
SECTION: 60
DIVISION: KINGSTON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:600
0 5 10 20 30 METRES

STAGE PLAN – STAGE 2
COMMUNITY TITLE
SCHEME No 32

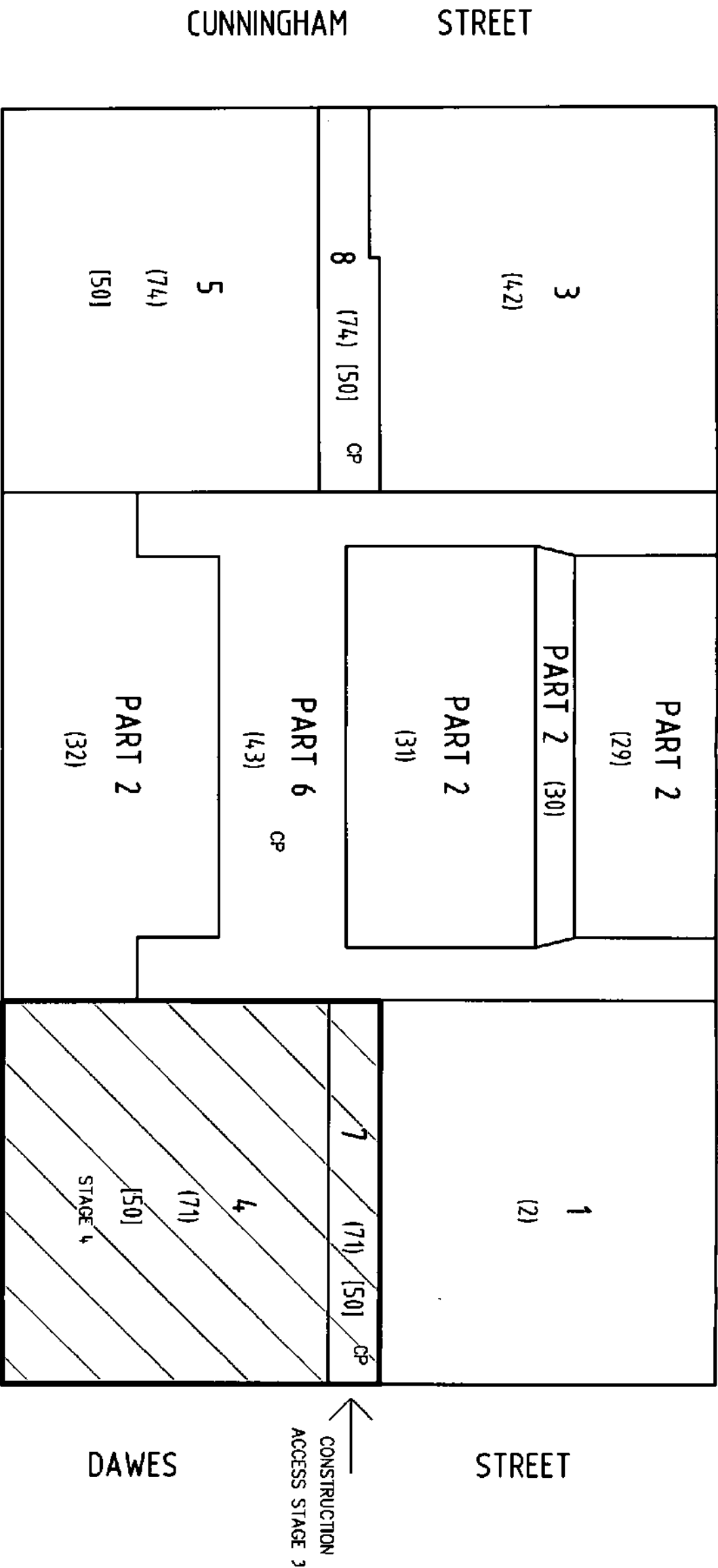
Stage 3 Plan

Lot 4 and Lot 7
Block 71
Section 50 Division

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):
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EASEMENTS FOR PROJECTIONS – SECTION 73
EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY – SECTION 74

PARBERRY

STREET



LEGEND

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- CP DENOTES COMMON PROPERTY
- ☒ STAGE BOUNDARIES

THE

CAUSEWAY

DAWES

STREET

Applicant 	Delegate of the Authority/Executive Monica Saad	Registrar-General Dave Peffer		LOTS: 1-8 SECTION: 60 DIVISION: KINGSTON AUSTRALIAN CAPITAL TERRITORY Scale 1:600 0 5 10 20 30 METRES	STAGE PLAN – STAGE 3 COMMUNITY TITLE SCHEME No 32
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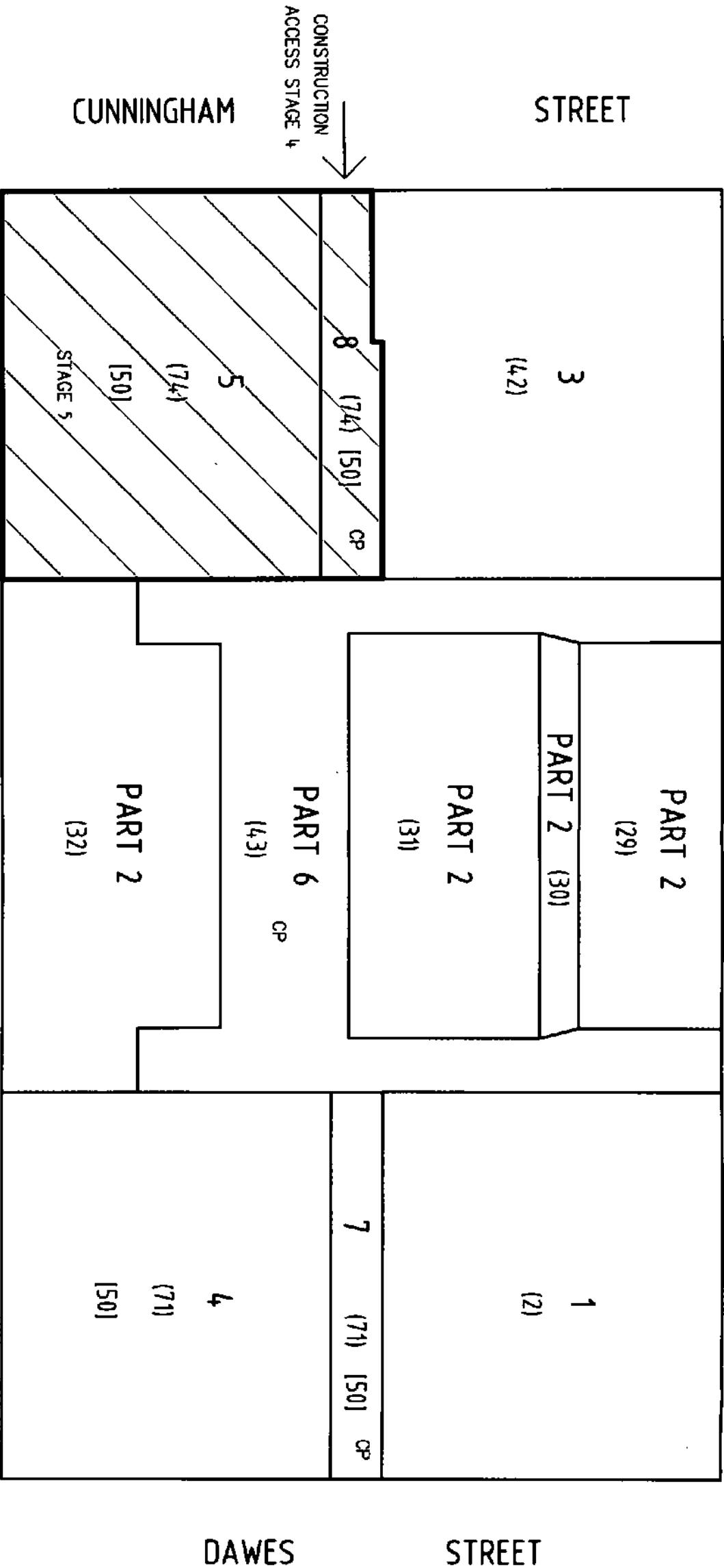
Stage 4 Plan

Lot 5 and Lot 8
Block 74
Section 50 Kingston

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):
EASEMENTS FOR SUPPORT – SECTION 70
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EASEMENTS FOR SHELTER – SECTION 72
EASEMENTS FOR PROJECTIONS – SECTION 73
EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY – SECTION 74

PARBERRY

STREET



LEGEND

- 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
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- CP DENOTES COMMON PROPERTY
- ☒ STAGE BOUNDARIES

THE

CAUSEWAY

BOUNDARIES AT GROUND FLOOR ONLY

SHEET No 4 of 4 SHEETS

Applicant

Monica Saad
Delegate of the Authority/Executive

Dave Peffer
Registrar-General



LOTS: 1-8
SECTION: 60
DIVISION: KINGSTON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:600 0 5 10 20 30 METRES

STAGE PLAN – STAGE 4
COMMUNITY TITLE
SCHEME No 32

Management Statement - Kingsborough Community Title Scheme

Lots 1 - 8

Blocks 2, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45,
46, 47, 48, 49 and 50
Section 60 Kingston

and

Blocks 71 and 74
Section 50 Kingston

Clayton Utz
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Level 10 2 Phillip Law Street Canberra ACT 2601 Australia
GPO Box 9806 Canberra ACT 2601
T +61 2 6279 4000 F +61 2 6279 4099

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Our reference 216/ 80177191

216/80177191/329213116

Management Statement

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1. Introduction and background

1.1 Definitions

"Act" means the *Community Title Act 2001* (ACT).

"Body Corporate" means the body corporate created on registration of the Community Plan and Scheme under section 30 of the Act, being all Owners (including any Owners Corporation as formed under the *Unit Titles (Management) Act 2011* (ACT) upon registration of a Unit Title on a Lot within the Scheme), from time to time under the Scheme that form the composition of body corporate required by the Act and the subject of clause 9 of this Management Statement.

"By-Laws" means the By-Laws of Body Corporate and as required under the Act as registered at the time of registration of this Scheme or amended from time to time.

"Committee" means the committee established by the Body Corporate.

"Common Property" means Lot 6, Lot 7 and Lot 8.

"Community Plan" means the community title plan to be registered for the Scheme.

"Community Title Lot" means a Lot, not including the Common Property, as designated in the Master Plan and as registered with the Scheme.

"Developer" means TNRC Pty Limited ACN 151 527 141.

"Development Activity" or "Development Activities" means work carried out by or on behalf of the Developer on the Land for the construction and development of the Land, the Scheme, Lots, buildings and or any building site in accordance with any relevant Development Consent. Such work may include but is not limited to:

- (a) demolition;
- (b) building and ancillary activities;
- (c) all relevant and related works and development as described under the Development Consent;
- (d) subdivision of the Land;
- (e) the grant of any lease, easements and covenants and dedication of the Land; and
- (f) other activity as specified in clause 4.

"Development Consent" means any notice of decision in relation to the Land or any notice of decision relating to any Lot within the Land, issued by the ACT Environment, Planning and Sustainable Development Directorate, as may be amended or varied, including without limitation, by provisions of the *Planning and Development Act 2007* (ACT) or appealed or reviewed decisions as set out in Schedule 1 of the *Planning and Development Act 2007* (ACT) or by the ACT Civil and Administrative Appeals Tribunal or Court of by such other consent authority from time to time, such notice or determination being on terms satisfactory to the Developer in its absolute discretion.

"Land" means Blocks 2, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49 and 50 Section 60 Kingston, and Blocks 71 and 74 Section 50 Kingston.

"Lot 1" means Lot 1 in the Scheme and is comprised of Block 2 Section 60 Division Kingston.

"Lot 2" means Lot 2 in the Scheme and is comprised of Blocks 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40 and 41 Section 60 Division Kingston.

"Lot 3" means Lot 3 in the Scheme and is comprised of Block 42 Section 60 Division Kingston.

"Lot 4" means Lot 4 in the Scheme and is comprised as the part of Block 71 Section 50 Division Kingston excluding the area identified as "7 (71) [50]" on the Site Plan.

"Lot 5" means Lot 5 in the Scheme and is comprised as the part Block 74 Section 50 Division Kingston excluding the area identified as "8 (74) [50]" on the Site Plan.

"Lot 6" means Lot 6 in the Scheme and is comprised of Blocks 43, 44, 45, 46, 47, 48, 49 and 50 Section 60 Division Kingston.

"Lot 7" means Lot 7 in the Scheme and is comprised of part of Block 71 Section 50 Division Kingston excluding the area identified as "7 (71) [50]" on the Site Plan.

"Lot 8" means Lot 8 in the Scheme and is comprised of part of Block 74 Section 50 Division Kingston excluding the area identified as "8 (74) [50]" on the Site Plan.

"Lot Entitlement Schedule" means a lot entitlement schedule in accordance with section 7(h) of the Act.

"Management Statement" means this statement registered as part of the Scheme as required under the Act.

"Master Plan" means the master plan to be registered with the Scheme as required under the Act.

"Member" means the Owner of Lot 1, Owner of Lot 2, Owner of Lot 3, Owner of Lot 4 and Owner of Lot 5 including as applicable, the Owners Corporations for each of Lot 1, Lot 2, Lot 3, Lot 4 and Lot 5 as formed upon registration of a Unit Title Scheme under the *Unit Titles Act 2001 (ACT)* and including the owner/s of any further lots (or the Owners Corporation if so formed upon registration of a Unit Title Scheme under the *Unit Titles Act 2001 (ACT)*) if so created on registration of any plan of subdivision over the Scheme, and are the members of the body corporate as defined in the Act.

"Occupier" means each person who is a tenant, an occupier or a mortgagee in possession of a Community Title Lot or Unit within a Community Title Lot.

"Owner" means an owner of a Community Title Lot from time to time.

"Owners Corporation" means the corporation established under section 8 of the *Unit Titles (Management) Act 2011 (ACT)*.

"Scheme" means the Community Title Scheme for the Land under section 5 of the Act and any and all such documents that comprise the Community Title Scheme as defined in the Act.

"Site Plan" means the site plan contained in the Master Plan.

"Stage 1" means the Development Activities related to Lot 1 and Lot 2, and some or all of Lot 6 that have been completed as at the date of this Management Statement.

"Stage 2" means the Development Activities related to Lot 3.

"Stage 3" means the Development Activities related to Lot 4 and Lot 7 (being a new block to be created and itself being a subdivision of part Block 71 Section 50 Kingston).

"Stage 4" means the Development Activities related to Lot 5 and Lot 8 (being a new block to be created and itself being a subdivision of part Block 74 Section 50 Kingston).

"Unit" means a unit as defined under the *Unit Titles Act 2001 (ACT)* and generally in accordance with the unit plan or parcel designated on a unit title application and registered as part of a Unit Title Scheme.

"Unit Title Scheme" means a unit title scheme as registered on a Lot within the Scheme under the *Unit Titles Act 2001* (ACT).

1.2 What is a management statement?

A community management statement regulates the management and operation of a community scheme.

1.3 Who must comply with a management statement?

A community management statement tells a community association, owners and occupiers what they must and must not do. It is an essential document for everyone who lives in a community scheme.

Management Statement and Developer's Rights

2. Do I have to comply with this management statement?

In accordance with the Act:

- (a) all Owners;
- (b) all Occupiers;
- (c) all Members; and
- (d) the Body Corporate,

must comply with this management statement.

3. Developer

3.1 Name and address of Developer

In accordance with section 7(a) of the Act:

Name of Developer:	TNRC Pty Limited ACN 151 527 141
Address of Developer:	PO Box 5120, BRADDON ACT 2612
Fax:	(02) 6248 9094
Contact person:	John Gasson

4. Stages

4.1 Stages of Development

- (a) The development of the Scheme will occur through Development Activity that has occurred, or will occur, in four stages:
 - (i) Stage 1 - completed as at the date of this Management Statement;
 - (ii) Stage 2 - has commenced and is expected to be completed in June 2019;
 - (iii) Stage 3 - has commenced and is expected to be completed in December 2019; and

- (iv) Stage 4 - has commenced and is expected to be completed in December 2020.
- (b) The dates referred to in clause 4.1(a) are indicative only and are subject to change.
- (c) The Developer or any third party engaged by the Developer may undertake the Development Activities.
- (d) Subject to the requirements of the Act, the Developer does not need to obtain the consent of the:
 - (i) Owners;
 - (ii) Occupiers;
 - (iii) Members;
 - (iv) Committee; or
 - (v) Body Corporate,
 in respect of any Development Activity (and ancillary activities).
- (e) The Owners, Occupiers, Members, Committee and Body Corporate agree and acknowledge that:
 - (i) they will not object to the Development Activities or any Development Consent which relate to the completion of the Scheme; and
 - (ii) Stage 2, Stage 3 and Stage 4 may be undertaken concurrently or in any combination of sequencing.

4.2 Access and Procedures during Development Activity

- (a) During periods of Development Activity, the Developer may establish and implement procedures in relation to the areas where, and around which, Development Activity is occurring. Such procedures may relate to:
 - (i) pedestrian traffic management;
 - (ii) vehicular traffic management;
 - (iii) access to, or use of, Common Property (including any restriction, reduction, prohibition or alteration of such access or use); and
 - (iv) public access to the Land.
- (b) If the Developer implements any procedure under clause 4.2(a), it will provide the Body Corporate with notice of such procedure (**Notified Procedure**).
- (c) The Owners, Occupiers and Members agree to:
 - (i) comply with Notified Procedures; and
 - (ii) use reasonable endeavours to procure that their invitees to the Land comply with Notified Procedures.
- (d) The Developer will provide further notice to the Body Corporate when a Notified Procedure is no longer required, at which point the Owners are released from their obligations under clause 4.2(c) in relation to the relevant Notified Procedure.

5. Easements

5.1 Statutory Easements

All Community Title Lots have the benefit of the following statutory easements in accordance with Part 10 of the Act:

- (a) easements for support under section 70 of the Act;
- (b) easements for utility services under section 71 of the Act which includes easements for relevant utility services such as sewerage, water, electricity, gas, and telecommunications;
- (c) easements for shelter under section 72 of the Act;
- (d) easements for projections under section 73 of the Act; and
- (e) easements for maintenance of building close to boundary under section 74 of the Act.

5.2 Easement for Access

- (a) Easements for access are shown on the deposited plan for the Land and these easements burden Lot 2 (**Burdened Lot**) and benefit Lots 6, 7 and 8 (**Benefited Lot**).
- (b) Owners, Occupiers and Members of the Benefited Lot and their respective invitees have the right to pass and repass over the Burdened Lot.
- (a) Costs of maintenance and repair in relation to the Access Easements will be borne by the Owners and Members of the Benefited Lot.

6. Construction Zones & Access Zones

- (a) In order to provide safety and amenity to Owners there is to be no access for construction purposes on or through the Community Property.
- (b) This will be enforced by the Body Corporate blocking access from any uncompleted dwelling to the Community Property whilst construction activity to complete the dwelling takes place.
- (c) Construction and access to any uncompleted dwelling is to be from adjoining public roads.
- (d) Any construction activity on Lots must be undertaken strictly in accordance with the terms of any applicable development approval including compliance with the *Environmental Protection Act 1997*, as amended from time to time.
- (e) For the avoidance of doubt, this clause 5.2(a) does not apply to any Development Activity.

7. Schedule of hours

The schedule of hours when Development Activities and other works may be carried out on the Scheme are Monday - Saturday 7.00 am - 7.00 pm.

8. Amenities

Amenity - private driveway and associated roadways; associated landscaping and public street lighting.

Purpose - to provide access to the Lots in the Scheme.

Availability- 24 hours a day, 7 days a week.

Costs of provision and maintenance (arrangements for providing and maintaining the amenities and defraying the cost of their provision and maintenance) - A draft budget is attached at Schedule 1 with respect to maintaining the amenities. The amenities provided for on the Common Property are available for use by Owners, Occupiers, Members and invitees in accordance with the By-Laws, as may be amended from time to time. Fees will be levied for the maintenance of the amenities provided within the Scheme. The levying of the fees will be in accordance with the Lot Entitlement Schedule.

9. Body Corporate

9.1 Establishment of other Body Corporate

- (a) The Members, being all Owners, must establish and maintain a Body Corporate in accordance with the Act. No other Body Corporate is to be established.
- (b) The Body Corporate may at its discretion arrange for and procure the carrying out of maintenance, repair or replacement of the Common Property.
- (c) If the Body Corporate carries out maintenance, repair or replacement of the Common Property it must pay for such maintenance, repair or replacement out of money standing in the accounts levied by the Body Corporate and in accordance with the Act and any By-Laws.
- (d) All other actions of the Body Corporate are regulated and guided by the Act, this Management Statement and the By-Laws (as amended from time to time).

9.2 Voting Rights

Each Owner of a Lot is entitled to one vote per Lot. Any Owner may request a poll, and where a poll is required, an Owner is entitled to voting rights proportionate to the Owner's Lot Entitlement. An Owner may vote personally or by proxy on issues to be decided at a general meeting.

9.3 Function of the Body Corporate

The functions of the Body Corporate are those given under the Act and any functions that are incidental or ancillary to the exercise of those functions.

9.4 Amendment of Scheme

- (a) If the Developer or any third party on behalf of the Developer or the Body Corporate proposes to amend:
 - (i) the Scheme;
 - (ii) the Development Consent;
 - (iii) this Management Statement;
 - (iv) the By-Laws;
 - (v) the Lot Entitlement Schedule; or
 - (vi) any Constituent Documents,

and such proposed changes or amendments are in accordance with the *Planning and Development Act 2007* (ACT) and/or permitted under the Act then clause 9.4(b) applies.

- (b) Each and every Owner, Occupier and Member of all the parts of the Scheme must:
 - (i) not object to applications for authorisation to amend the Scheme under the Act or any Development Consent under the *Planning and Development Act 2007* (ACT);
 - (ii) agree to and give its consent to amendment of the Scheme, or if required by the Registrar-General, agree to and give its consent to lodgement of a new or replacement Master Plan;
 - (iii) agree to and give its consent to amendment of this Management Statement, the Lot Entitlement Schedule and/or the By-Laws, or if required by the Registrar-General, agree to and give its consent to lodgement of a new or replacement management statement;
 - (iv) do all things necessary to assist in the lodgement and/or registration of documents required to effect any amendment under clause 9.4(a) including where relevant signing documents and producing certificates of title.
- (c) Each and every Owner, Occupier and Member of all the parts of the Scheme agree to not seek redress to any amendments contained in this clause 9.4 or monetary redress via the Supreme Court under the Act in relation to any matters contained in this clause 9.4.

10. Dispute Resolution Procedure

10.1 General

In accordance with the requirements of the *Community Title Regulations 2002* (ACT) the procedure set out in this clause 10 is to be followed in the event of a dispute between owners and members of the Body Corporate.

10.2 How disputes are to be resolved

- (a) If a dispute arises between an Owner and the Body Corporate or two or more Owners a party that alleges there is a dispute must give written notice to the other party setting out the nature and circumstances of the dispute and the resolution that the party seeks to the dispute.
- (b) Within 14 days of receipt of such notice, the parties must take reasonable steps to confer and attempt to resolve the dispute.

10.3 Appointment of a Mediator

- (a) If the dispute cannot be resolved, the parties to the dispute must endeavour to settle the dispute by mediation before having recourse to litigation or arbitration.
- (b) A mediator will be appointed as agreed between the parties to the dispute. If the parties to the dispute cannot agree on a mediator then the mediator will be appointed by the President of the Law Society of the Australian Capital Territory for the time being.

10.4 Mediation Process

- (a) The mediator must be independent and impartial and have no vested interest in the outcome of the settlement of the dispute. If the mediator becomes aware of any

conflict of interest during the mediation it must inform the parties and terminate the mediation, unless the parties otherwise agree.

- (b) Within 28 days of appointment of the mediator, the parties to the dispute shall confer with each other and the mediator, if necessary at a pre-mediation meeting to determine what further steps (including further production of material to the mediator) may need to be taken.
- (c) The mediation shall be fixed for a date, time and place agreeable to the parties to the dispute and the mediator. If the parties cannot agree on these issues, then the mediator shall decide them. The parties agree to be bound by the mediator's decision and will do all things necessary to attend the mediation.
- (d) Each party to the dispute shall cooperate with, and abide by any reasonable directions given by the mediator.
- (e) Each party to the dispute agrees that:
 - (i) the mediation is confidential;
 - (ii) all communications relation to the mediation will be without prejudice; and
 - (iii) they will not seek to join the mediator in any legal proceeding relating to the dispute.

10.5 Payment of fees and expenses

- (a) Within 14 days of appointment of the mediator, the mediator will supply the parties to the dispute with an estimate of fees that will be incurred by the mediator.
- (b) Subject to clause 10.6 costs of the mediation and any other costs and expenses will be shared equally between the parties to the dispute unless otherwise agreed.

10.6 Failure to enter into mediation

In the event that a party to the dispute refuses to enter mediation or terminates the mediation before the dispute is resolved, that party will be required to pay all of the costs of the mediation process.

10.7 Limited recourse to litigation

Notwithstanding anything else to the contrary contained in this clause 10, a party to the dispute may institute court proceedings with respect to any breach of the By-Laws if such proceedings are necessary:

- (a) To avoid the expiration of any applicable limitation period; or
- (b) To obtain an injunction to prevent immediate harm or loss which could not be redressed or compensated adequately after the event.

11. Community Title Scheme Documentation

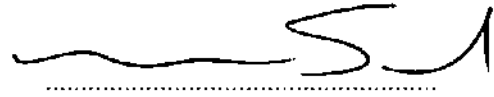
The following documents will be used to form the Body Corporate in accordance with section 7 of the Act:

- (a) this Management Statement;
- (b) Body Corporate By-Laws;
- (c) Master Plan;

- (d) Lot Entitlement Schedule; and
- (e) Constituent Documents.

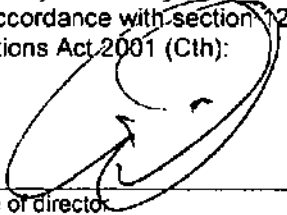
Signed by **Monica Saad**
an authorised delegate of the ACT Planning
and Land Authority

)
)



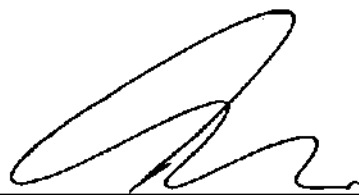
Delegate

Executed by **TNRC Pty Limited ACN 151 527**
141 in accordance with section 127 of the
Corporations Act 2001 (Cth):



Signature of director

PETER JOHN WRIGHT
Full name of director



Signature of company secretary/director

JOHN GILROY GASSON
Full name of company secretary/director

Schedule 1 - Draft Budget

Estimated 2 Year Developer Budget



Development Name: KINGSBOROUGH - CT

Development Address: THE CAUSEWAY, DAWES, PARBERY & CUNNINGHAM

Block Number: 43-50

Section Number: 60

Division: KINGSTON

Developer: TNRC PTY LTD

DEVELOPER DISCLOSURE - Pursuant to the Unit Titles Act 2001 as amended:

Division 3.4 Developer Disclosure - Section 31A Contract for Sale of Unit before registration of Units Plan or CA

2. The contract must include the following:

c. the developer's estimated based on reasonable grounds of the buyers contribution to the corporation's general funds for the 2 years after the CA is registered.

- * These levy estimates have been calculated using approx land area percentages, and may vary upon production of a formal schedule of unit entitlements.
- * The Developer is granted permission to reproduce the estimated budget only, for the purpose of inclusion in any sales and other relevant documents produced for and relating to the Development pursuant to the Unit Titles Act 2001 as amended; and
- * That no guarantee is provided that the estimated budget will not change at the discretion of the Developer prior to completion or registration of the Development; or at the Inaugural General Meeting or the First Annual General Meeting of the Owners Corporation in the future; and
- * Independent Property Group can only take into account current circumstances and increases in costs of goods or services cannot be predicted. All care has been taken in arriving at the above estimates, however Independent Property Group takes no responsibility for changes that occur during the development period or at any time in the future.

Building	CA Lot	Block	Section	Entitlement	Stage
A	1	2	60	10	1
B	2	29-41	60	35	1
C	3	TBA	TBA	12	2
D	4	TBA	TBA	26	3
E	5	TBA	TBA	17	4
				100	

COMMUNITY TITLE BUDGET

	Year 1	Year 2
Accounting	\$1,000.00	\$1,050.00
Bank Fees	\$50.00	\$52.50
Caretaking	\$57,720.00	\$60,606.00
Contingencies	\$1,000.00	\$1,050.00
Electricity - Common	\$5,000.00	\$5,250.00
Facilities Management	\$125,000.00	\$131,250.00
Gardening	\$10,000.00	\$10,500.00
Insurance	\$10,000.00	\$10,500.00
Insurance Excess	\$1,000.00	\$1,050.00
ISM Management	\$3,000.00	\$3,150.00
ISM Set Up Fee	\$550.00	
Repairs & Maintenance	\$1,000.00	\$1,050.00
Security	\$5,000.00	\$5,250.00
Sinking Fund Forecast	\$1,500.00	
Waste Management	\$4,000.00	\$4,200.00
Water	\$5,000.00	\$5,250.00
Inflation Allowance (2.00%)	\$4,616.40	\$4,804.17
TOTAL	\$235,436.40	\$245,012.67

	Block	Percentage	Year 1 Levies	Year 2 Levies
BLOCK	A	10	\$23,543.64	\$24,501.27
BLOCK	B	35	\$82,402.74	\$85,754.43
BLOCK	C	12	\$28,252.37	\$29,401.52
BLOCK	D	26	\$61,213.46	\$63,703.29
BLOCK	E	17	\$40,024.19	\$41,652.15
TOTAL		100	\$235,436.40	\$245,012.67

Check

0

\$0.00

\$0.00

By-laws of the Body Corporate Committee (Private Services)

Lots 1 - 8

Blocks 2, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45,
46, 47, 48, 49 and 50
Section 60 Kingston

and

Blocks 71 and 74
Section 50 Kingston

Clayton Utz
Lawyers
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Our reference 216/80177191

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1. Definitions

"Act" means the *Community Title Act 2001* (ACT).

"Body Corporate" means the body corporate created on registration of the Scheme under section 30 of the Act.

"By-Laws" means the By-Laws of Body Corporate and as required under the Act as registered at the time of registration of this Scheme or amended from time to time.

"Committee" means the committee established by the Body Corporate.

"Common Property" means Lot 6, Lot 7 and Lot 8.

"Community Plan" means the community title plan to be registered for the Scheme.

"Community Title Lot" means a lot in the Community Plan, other than the Common Property.

"Developer" means TNRC Pty Limited ACN 151 527 141.

"Development Activity" means work carried out by or on behalf of the Developer on the Land for the construction and development of the Land, the Scheme, Lots, buildings and or any building site, including where such activity takes place in phases or stages. Such work may include but is not limited to:

- (a) demolition;
- (b) building and ancillary activities;
- (c) all relevant and related works and development as described under the Development Consent;
- (d) subdivision of the Land;
- (e) the grant of any lease, easements and covenants and dedication of the Land; and
- (f) other activity as specified in the Management Statement for the Scheme.

"Development Consent" means any notice of decision in relation to the Land or any notice of decision relating to any Lot within the Land, issued by the ACT Environment, Planning and Sustainable Development Directorate, as may be amended or varied, including without limitation, by provisions of the *Planning and Development Act 2007* (ACT) or appealed or reviewed decisions as set out in Schedule 1 of the *Planning and Development Act 2007* (ACT) or by the ACT Civil and Administrative Appeals Tribunal or Court of by such other consent authority from time to time, such notice or determination being on terms satisfactory to the Developer in its absolute discretion.

"Land" means Blocks 2, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49 and 50 Section 60 Kingston, and Blocks 71 and 74 Section 50 Kingston.

"Lot 1" means Lot 1 in the Scheme and is comprised of Block 2 Section 60 Division Kingston.

"Lot 2" means Lot 2 in the Scheme and is comprised of Blocks 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40 and 41 Section 60 Division Kingston.

"Lot 3" means Lot 3 in the Scheme and is comprised of Block 42 Section 60 Division Kingston.

"Lot 4" means Lot 4 in the Scheme and is comprised as the part of Block 71 Section 50 Division Kingston excluding the area identified as "7 (71) [50]" on the Site Plan.

"Lot 5" means Lot 5 in the Scheme and is comprised as the part Block 74 Section 50 Division Kingston excluding the area identified as "8 (74) [50]" on the Site Plan.

"Lot 6" means Lot 6 in the Scheme and is comprised of Blocks 43, 44, 45, 46, 47, 48, 49 and 50 Section 60 Division Kingston.

"Lot 7" means Lot 7 in the Scheme and is comprised of part of Block 71 Section 50 Division Kingston excluding the area identified as "7 (71) [50]" on the Site Plan.

"Lot 8" means Lot 8 in the Scheme and is comprised of part of Block 74 Section 50 Division Kingston excluding the area identified as "8 (74) [50]" on the Site Plan.

"Member" means the Owner of Lot 1, Owner of Lot 2, Owner of Lot 3, Owner of Lot 4 and Owner of Lot 5 including as applicable, the Owners Corporations for each of Lot 1, Lot 2, Lot 3, Lot 4 and Lot 5 as formed upon registration of a Unit Title Scheme under the *Unit Titles Act 2001* (ACT) and including the owner/s of any further lots (or the Owners Corporation if so formed upon registration of a Unit Title Scheme under the *Unit Titles Act 2001* (ACT)) if so created on registration of any plan of subdivision over the Scheme, and are the members of the body corporate as defined in the Act.

"Occupier" means each person who is a tenant, an occupier or a mortgagee in possession of a Community Title Lot or Unit within a Community Title Lot.

"Owner" means an owner of a Community Title Lot from time to time.

"Owners Corporation" means the corporation established under section 8 of the *Unit Titles (Management) Act 2011* (ACT).

"Management Statement" means the management statement registered as part of the Scheme as required under the Act.

"Scheme" means the Community Title Scheme for the Land under section 5 of the Act and any and all such documents that comprise the Community Title Scheme as defined in the Act.

"Services" means any service (including all wires, cables, ducts or poles etc.) provided to the Common Property for the use and enjoyment of the Community Property or a Community Title Lot and includes any entry point or service located within an easement affecting a Community Title Lot which benefits the Common Property or another Community Title Lot forming part of the Scheme.

"Unit" means a unit as defined under the *Unit Titles Act 2001* (ACT) and generally in accordance with the unit plan or parcel designated on a unit title application and registered as part of a Unit Title Scheme.

"Unit Title Scheme" means a unit title scheme as registered on a Lot within the Scheme under the *Unit Titles Act 2001* (ACT).

2. Role of the Body Corporate Committee

2.1 Role of the Committee

The role of the Committee is to:

- (a) give effect to the resolutions of the Body Corporate;
- (b) levy contributions and administer spending of the Body Corporate in accordance with the resolutions of the Body Corporate;
- (c) maintain, manage and insure the Common Property; and
- (d) maintain and manage the Administrative Fund as required under the Act.

2.2 Powers of the Committee

Powers attributed to the Body Corporate may be exercised by the Committee where the Body Corporate has authorised the Committee to do so.

3. Membership of Body Corporate

- (a) The members of the Body Corporate of the Scheme are the people who are for the time being Owners (including an Owners Corporation of a Unit Title Scheme).
- (b) Notwithstanding by-law 3(a), a representative or representatives of the Developer may be a member of the Body Corporate for the first two years following registration of the Scheme.

4. Power to levy contributions

The Committee:

- (a) must levy contributions in respect of the administrative fund in order to meet the requirement under the Act to have funds and expenditure available for the maintenance, insurance, repair, upkeep, use and operation of the Common Property including the Services and amenities. Such levies may also include a contribution with respect to the management of the Common Property if a manager has been appointed by the Body Corporate;
- (b) must levy contributions required to maintain an appropriate sinking fund; and
- (c) the contributions will be levied on a quarterly or annual basis as to be determined by the Committee.

5. Body Corporate Committee Officers

5.1 Officers of the Committee

The officers of the Committee are the secretary, treasurer and chairperson.

5.2 Functions of the secretary

The functions of the secretary are to:

- (a) convene meetings of the Body Corporate and the Committee;
- (b) prepare and distribute minutes of meetings of the Body Corporate and the Committee;
- (c) give notices under the Act for the Body Corporate and the Committee;
- (d) supply certificates about contributions, insurance and other matters required under the Act;
- (e) answer communications sent to the Body Corporate;
- (f) perform administrative and secretarial functions for the Body Corporate and the Committee; and
- (g) keep records for the Body Corporate and the Committee according to this management statement and the Act.

5.3 Functions of the Treasurer

The functions of the treasurer are to:

- (a) send notices of contributions to members of the Body Corporate;
- (b) collect contributions from members of the Body Corporate;
- (c) receive, acknowledge, bank and account for contributions and other money paid to the Body Corporate;
- (d) prepare certificates about contributions, insurance and other matters required under the Act;
- (e) keep accounting records for the Body Corporate according to the Act; and
- (f) prepare financial statements according to the Act.

5.4 Functions of the chairperson

The function of the chairperson is to preside at meetings of the Body Corporate and the Committee at which they are present.

5.5 Protection from liability

A member of the Committee is not liable for any loss or damage caused by their actions as a member of the Committee unless they acted fraudulently or negligently.

5.6 Appointing sub-committees

The Committee may appoint sub-committees to investigate and report on issues relating to the management and operation of the Common Property.

5.7 Conducting investigations

Sub-committees may conduct investigations for the Committee.

6. Voting Rights

- (a) Each Owner of a Lot is entitled to one vote per Lot.
- (b) Any Owner may request a poll, and where a poll is required, an Owner is entitled to voting rights proportionate to the Owner's Lot Entitlement.
- (c) An Owner may vote personally or by proxy on issues to be decided at a general meeting.

7. Election of Officers and Committee Members

- (a) Officers and Committee Members may only be selected from Owners.
- (b) Notwithstanding by-law 7(a), a representative or representatives of the Developer may nominate itself as an office bearer/or Committee Member during the first two years of operation of the Scheme.
- (c) Elections for office bearers and Committee Members must be held at the Annual General Meeting of the Body Corporate.

8. Meetings of the Committee**8.1 When to convene meetings**

Meetings of the Committee must be convened:

- (a) for the first General Meeting no later than 3 months following registration of the Scheme;
- (b) for subsequent General Meetings:
 - (i) by the secretary of the Body Corporate if they are asked to convene a meeting of one-third of the members of the Committee; or
 - (ii) by another member of the Committee if, in the absence of the secretary, one-third of the members of the Committee ask them to convene a meeting.
- (c) for the first Annual General Meeting, within 15 months after the first general meeting; and
- (d) for subsequent Annual General Meetings no later than 3 months after the end of each financial year.

8.2 Obligation to convene meetings

The secretary or the other member of the Committee must convene the meeting:

- (a) within the time specified in the notice asking for the meeting; or

- (b) if the notice does not specify a time, within 14 days of being asked.

8.3 Conducting meetings

Subject to these By-Laws and the Act, the Committee may meet to conduct business, adjourn and otherwise regulate meetings as it thinks fit.

8.4 Attendance at meetings

An Owner or, if an Owner is a corporation, the Owner's company nominee, may attend meetings of the Committee. An Owner or an Owner's company nominee may address the meeting only if the Committee agrees.

9. Notices for meetings of the Committee

9.1 Giving the notice

The secretary or the member of the Committee who convenes a meeting of the Committee must give:

- (a) each member of the Committee; and
- (b) each member of the Body Corporate

at least 48 hours' notice of the meeting. The notice must include:

- (c) the time, date and venue of the meeting; and
- (d) the agenda for the meeting.

9.2 Notice method

Notices under this section must be given:

- (a) by email;
- (b) personally to the member of the Committee or the member of the Body Corporate; or
- (c) by post or hand delivery to the address shown for the member of the Committee or the member of the Body Corporate shown in the roll of the Body Corporate.

9.3 The agenda for the meeting

The agenda for a meeting of the Committee must include details of all the business the Committee will deal with at the meeting. The Committee cannot deal with business that is not on the agenda for the meeting.

10. Decisions made in writing

The Committee may vote on motions in writing if:

- (a) notice of the meeting and an agenda have been given according to by-law 9;

- (b) the secretary of the Committee (or the member of the Committee who convenes the meeting) has given each member of the Committee a voting paper; and
- (c) a majority of the members of the Committee approve the motion(s) in writing and return their voting paper to the secretary of the Committee (or the member of the Committee who convenes the meeting) before the meeting commences.

11. Minutes of meetings of the Committee

11.1 Copy of minutes

The secretary or the member of the Committee who convenes a meeting of the Committee (including meetings held in writing) must give a copy of the minutes of the meeting to:

- (a) each member of the Committee; and
- (b) each member of the Body Corporate

within 14 days after the meeting.

11.2 How are minutes to be given?

Minutes must be given:

- (a) by email;
- (b) personally to the member of the Committee or the member of the Body Corporate; or
- (c) by post or hand delivery to the address shown for the member of the Committee or the member of the Body Corporate shown in the roll of the Body Corporate.

12. Keeping records of meetings of the Committee

The Committee must keep copies of agendas and minutes of its meetings (including meetings held in writing):

- (a) with the records of the Body Corporate; and
- (b) for 7 years from the date of the meeting (or for the period the Act requires the Body Corporate to keep its meeting records).

13. Administrative Fund

- (a) The Body Corporate must maintain a fund for meeting its financial obligations under the Act.
- (b) All income must be paid into the fund and all expenditure must be made from the fund.

- (c) If the Body Corporate considers it appropriate, the fund may be divided into separate parts, one related to recurrent expenditure and one related to capital expenditure.
- (d) The fund must be kept at a level sufficient to meet reasonably foreseeable expenditure to be incurred by the Body Corporate.

14. Insurances

14.1 Insurances to be effected

- (a) The Body Corporate must take out and maintain public liability insurance for an amount no less than \$20 million for all of the following events happening in relation to the Common Property:
 - (i) death, bodily injury or illness of anyone; and
 - (ii) loss of, or damage to the property of anyone.
- (b) The Body Corporate must keep insured the Common Property against the following risks:
 - (i) fire, lightening, tempest, earthquake and explosion;
 - (ii) riot, commotion, strikes and labour disturbances;
 - (iii) malicious damage;
 - (iv) bursting, leaking and overflowing of water tanks, water pipes and associated apparatus;
 - (v) impact of aircraft (including parts of and objects falling from aircraft) and road vehicles, horses and cattle; and
 - (vi) or any other risk as required by the Act or deemed appropriate by the Body Corporate.

14.2 Body Corporate insurances

Each year at its annual general meeting the Body Corporate must review:

- (a) the insurance policies it has effected; and
- (b) whether it needs new insurance policies.

14.3 Confirmation of insurances

Each year the secretary of the Body Corporate must include a motion in the annual general meeting notice for the Body Corporate to decide if it should confirm or change its insurance policies.

14.4 Effecting or adjusting insurances

The Body Corporate must immediately effect new insurance or adjust existing insurances if there is an increase in risk or a new risk to the Body Corporate or Common Property.

14.5 Cost of insurances

The Owners agree that the cost of the Insurances is to be included in the contributions towards the Administrative Fund, and premiums for the Insurances are to be paid by the Owners in the proportions as set out in the Lot Entitlement Schedule and as specified under the Act.

14.6 Other obligations in relation to insurances

Owners and Occupiers must:

- (a) not do anything that might prejudice or void any Insurances (except with the consent of the Committee);
- (b) not do anything that might increase any Insurances premiums (except with the consent of the Committee);
- (c) pay any amount of increased Insurances premiums if that increase in Insurances premium is as a result of any action of the Owner or Occupier; and
- (d) effect public liability insurance on their own Lot and each owner of a Unit within a Unit Title Scheme as registered on a Lot within the Scheme must each effect public liability insurance in respect to that Unit.

15. Contracts by the Body Corporate

In addition to its powers under the Act, the Body Corporate has the power to make agreements or enter into licences for itself to provide for the management, operation, maintenance and any Services and amenities to or for Common Property.

16. Appointment of Manager

- (a) The Body Corporate may appoint a manager and delegate to the manager functions related to the administration, management and control of the Common Property.
- (b) The manager is subject to the control and direction by the Body Corporate acting in general meetings.

17. Damage to Common Property**17.1 What are an Owner's obligations**

An Owner must:

- (a) use Common Property only for its intended purposes;
- (b) immediately notify the Body Corporate if the Owner knows about damage to or a defect in Common Property or Services; and
- (c) compensate the Body Corporate for any damage to Common Property or Services caused by the Owner, the Owner's visitors or persons doing work in the Common Property or Services on the Owner's behalf.

17.2 When does an Owner require consent?

An Owner must have consent from the Body Corporate to:

- (a) interfere with or damage Common Property;
- (b) remove or store equipment or other articles to or from Common Property; or
- (c) use or adjust equipment in Common Property.

17.3 Damage to Common Property

If an Owner damages Common Property the Owner must pay the Body Corporate the cost of the damage.

17.4 Services

An Owner must have consent from the Body Corporate to:

- (a) interfere with Services; and
- (b) obstruct access to, overload or damage the Services.

17.5 Obligation to notify

An Owner must immediately notify the Body Corporate if the Owner knows about damage to or a fault in a Service.

18. What forms part of Common Property?**18.1 Common Property**

The Common Property includes without limitation:

- (a) all forms of lighting erected on the Common Property; and
- (b) all improvements (including all landscaping) and water, storm water and electrical services as applicable erected or servicing the Common Property.

18.2 Obligations of Body Corporate

The Body Corporate must control, manage and maintain Common Property. The Body Corporate must also maintain the Services including any entry statement.

18.3 Rules

The Body Corporate may make Rules about using Common Property. An Owner must comply with those Rules.

18.4 Powers of the Body Corporate

In addition to its powers under the Act, the Body Corporate has the power to make agreements with third parties (eg security personnel) to exercise its functions under these By-Laws.

19. Use of Common Property

19.1 Powers of the Body Corporate

In addition to its powers under the Act, the Body Corporate has the power to:

- (a) impose a speed limit for the Common Property;
- (b) install speed humps or other traffic control devices on the Common Property; and
- (c) put up traffic signs on the Common Property.

19.2 Motor vehicles

An Owner must not:

- (a) drive a motor vehicle on the Common Property:
 - (i) at more than the speed limit determined by the Body Corporate under this management statement (or as otherwise required by law);
 - (ii) unless the vehicle is registered;
 - (iii) unless the Owner has a licence to drive a vehicle on a public road; or
 - (iv) if the vehicle is too noisy or gives off too much exhaust or fumes;
- (b) park any motor vehicle, caravan, boat or other type of vehicle on the Common Property.

19.3 Storage

An Owner must not store or place any goods, rubbish or other items on the Common Property, unless the Owner has received the prior approval of the Body Corporate.

19.4 No Rubbish

An Owner must ensure that the Common Property to the rear of the Owner's Lot is kept clean and free from rubbish.

20. Owner Payments

An Owner must pay or cause to be paid all levies and/or Body Corporate fees as otherwise determined by the Body Corporate.

21. By-Laws

- (a) The Body Corporate may make by-laws about:
 - (i) the administration, management and control of the Common Property; and
 - (ii) the use and enjoyment of the Common Property.

- (b) New by-laws must be passed by ordinary resolution of the Body Corporate.
- (c) An amendment to a by-law must be made by ordinary resolution of the Body Corporate.
- (d) Where the Body Corporate has made or amended by-laws in accordance with this by-law, the Body Corporate must lodge an application under section 50 of the Act with the Registrar General within 3 months.

22. Rights of the Developer while it builds on the Common Property

22.1 Rights and obligations of the Developer

The Developer or any third party engaged by the Developer may carry out Development Activities without any need for the approval of the Members, Owners or Occupiers including the following:

- (a) carry out building and development work in its discretion, including Development Activities;
- (b) carry out demolition work, building and associated work on the Common Property;
- (c) carry out landscaping and associated work on the Common Property;
- (d) build, construct or otherwise provide additional facilities on the Common Property in its discretion;
- (e) use any part of the Common Property to exercise its rights under these by-laws;
- (f) have unrestricted access to Common Property;
- (g) park motor vehicles and equipment on Common Property;
- (h) place on or attach to Common Property temporary structures, building materials, cranes and other equipment;
- (i) install and connect Services on Common Property and connect Services in Lots to service lines;
- (j) lock or secure any part of Common Property. The Developer must give the secretary of the Body Corporate a key for the locked or secured area;
- (k) gain access to the relevant restricted use areas at any time and by any way;
- (l) carry out other works which the Developer considers reasonably necessary or desirable in order to build and develop the Common Property and carry out the rights and objectives contemplated by these By-Laws and the Management Statement; and
- (m) contract or enter into arrangements with other parties for the purposes of carrying out any of the matters referred to in this by-law 22.1 on its behalf.

22.2 Further obligations of the Developer

The Developer must:

- (a) repair any damage to Common Property caused by exercising the rights of the Developer under this by-law 22;
- (b) take all reasonable steps to minimise disturbance to Owners and Occupiers while exercising the rights of the Developer under this by-law 22;
- (c) leave Common Property (or parts of it) clean and tidy after building and development work is finished; and
- (d) maintain Common Property which the Developer has the right to use.

22.3 Rights of access for the Developer

The Developer may gain access to the restricted use areas through Common Property.

22.4 Marketing activities

For the purpose of selling lots or proposed lots in the Scheme, the Developer may do the following things on lots it owns or Common Property:

- (a) erect or place marketing and advertising signs; and
- (b) conduct real estate activities including, without limitation, sales, auctions and leasing.

22.5 Sales display

The Developer may use any lot it owns as a sales display.

22.6 No interference

The Body Corporate, Owners and Occupiers must not interfere with or prevent the Developer exercising its rights under this by-law 22.

22.7 Maintenance

The Developer must maintain the Common Property for which the Developer has exclusive or restricted use rights under this by-law 22.

22.8 Costs of maintaining the Common Property

The Body Corporate must levy its members for the costs of maintaining the Common Property which is the subject of this section, unless that cost is payable by the Developer under this section.

23. Dispute Resolution**23.1 How Disputes should be Resolved**

- (a) No amendment may be made to this by-law unless it is by unanimous resolution of the Body Corporate.

- (b) If a dispute arises between an Owner and the Body Corporate or two or more Owners a party that alleges there is a dispute must give written notice to the other party setting out the nature and circumstances of the dispute and the resolution that the party seeks to the dispute.
- (c) Within 14 days of receipt of this notice, the parties must take reasonable steps to confer and attempt to resolve the dispute.

23.2 Appointment of a Mediator

- (a) If the dispute cannot be resolved, the parties to the dispute must endeavour to settle the dispute by mediation before having recourse to litigation or arbitration.
- (b) A mediator will be appointed as agreed between the parties to the dispute. If the parties to the dispute cannot agree on a mediator then the mediator will be appointed by the President of the Law Society of the Australian Capital Territory for the time being.

23.3 Mediation Process

- (a) The mediator must be independent and impartial and have no vested interest in the outcome of the settlement of the dispute. If the mediator becomes aware of any conflict of interest during the mediation it must inform the parties and terminate the mediation, unless the parties otherwise agree.
- (b) Within 28 days of appointment of the mediator, the parties to the dispute shall confer with each other and the mediator, if necessary at a pre-mediation meeting to determine what further steps (including further production of material to the mediator) may need to be taken.
- (c) The mediation shall be fixed for a date, time and place agreeable to the parties to the dispute and the mediator. If the parties cannot agree on these issues, then the mediator shall decide them. The parties agree to be bound by the mediator's decision and will do all things necessary to attend the mediation.
- (d) Each party to the dispute shall cooperate with, and abide by any reasonable directions given by the mediator.
- (e) Each party to the dispute agrees that:
 - (i) the mediation is confidential;
 - (ii) all communications in relation to the mediation will be without prejudice; and
 - (iii) they will not seek to join the mediator in any legal proceeding relating to the dispute.

23.4 Payment of Fees

- (a) Within 14 days of appointment of the mediator, the mediator will supply the parties to the dispute with an estimate of fees that will be incurred by the mediator.

- (b) Subject to by-law 23.5 costs of the mediation and any other costs and expenses will be shared equally between the parties to the dispute unless otherwise agreed.

23.5 Failure of Member to enter into Dispute Resolution Procedure

In the event that a party to the dispute refuses to enter mediation or terminates the mediation before the dispute is resolved, that party will be required to pay all of the costs of the mediation process.

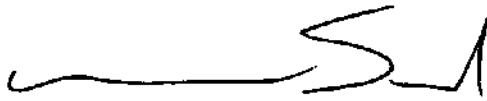
23.6 Limited recourse to litigation

Notwithstanding anything else to the contrary contained in this by-law 23, a party to the dispute may institute court proceedings with respect to any breach of the by-laws if such proceedings are necessary:

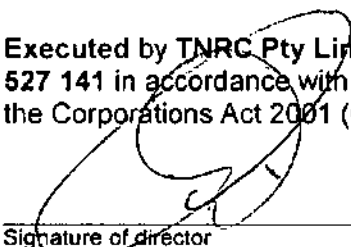
- (a) To avoid the expiration of any applicable limitation period; or
- (b) To obtain an injunction to prevent immediate harm or loss which could not be redressed or compensated adequately after the event.

Signed by Monica Saad
an authorised delegate of the Planning
and Land Authority

)
)
)


Delegate

Executed by TNRG Pty Limited ACN 151
527 141 in accordance with section 127 of
the Corporations Act 2001 (Cth):


Signature of director

PETER JOHN WRIGHT
Full name of director


Signature of company secretary/director

JOHN GILROY GASSON
Full name of company secretary/director


ACT
Government

Justice and Community Safety

LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

COMMUNITY TITLE SCHEME LOT ENTITLEMENT SCHEDULE

Form 062 - CTSE

Land Titles Act 1925

TITLE AND LAND DETAILS NOT BEING PROPOSED AS COMMON PROPERTY						
Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2395:58	KINGSTON	60	2		1	10
2395:59	KINGSTON	60	29 - 41		2	35
2395:64	KINGSTON	60 50	42 71,74		3 - 5, 7, 8	55
Lot Entitlement Total						100

DEVELOPER'S EXECUTION

Name of developer
Executed by TNRC PTY LIMITED ACN 151 527 141 in
accordance with Section 227 of the Corporations Act 2001
(Cth)

Director

Director

Signature or common seal of developer

Dated - 11 January 2019

Full name of witness (if required)

NOT REQUIRED

Signature of witness (if required)

Dated -

PLANNING AND LAND AUTHORITY APPROVAL

The attached lot entitlement schedule was approved for
registration

Dated 15th this day of January 2019

Monica Saad

Full Name and Signature of the delegate of the ACT
Planning and Land Authority.

REGISTRAR-GENERAL REGISTRATION

The attached lot entitlement schedule for Community Title
Scheme No 32 was registered

Dated 18.1.19 this day of 2019

Dave Peffer
Registrar-General



Signature of Registrar-General



**Access
Canberra.**

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

LOT ENTITLEMENT SCHEDULE FOR A PROGRESSIVE DEVELOPMENT WITHIN A COMMUNITY TITLE SCHEME

Land Titles Act 1925

Form 099 - CTLP

DETAILS OF PARCELS NOT BEING PROPOSED AS COMMON PROPERTY						
Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2399:51	KINGSTON	60	2	1	1	-
2399:52	KINGSTON	60	2	2	1	-
2399:53	KINGSTON	60	2	3	1	-
2399:54	KINGSTON	60	2	4	1	-
2399:55	KINGSTON	60	2	5	1	-
2399:56	KINGSTON	60	2	6	1	-
2399:57	KINGSTON	60	2	7	1	-
2399:58	KINGSTON	60	2	8	1	-
2399:59	KINGSTON	60	2	9	1	-
2399:60	KINGSTON	60	2	10	1	-
2399:61	KINGSTON	60	2	11	1	-
2399:62	KINGSTON	60	2	12	1	-
2399:63	KINGSTON	60	2	13	1	-
2399:64	KINGSTON	60	2	14	1	-
2399:65	KINGSTON	60	2	15	1	-
2399:66	KINGSTON	60	2	16	1	-
2399:67	KINGSTON	60	2	17	1	-
2399:68	KINGSTON	60	2	18	1	-

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2399:69	KINGSTON	60	2	19	1	-
2399:70	KINGSTON	60	2	20	1	-
2399:71	KINGSTON	60	2	21	1	-
2399:72	KINGSTON	60	2	22	1	-
2399:73	KINGSTON	60	2	23	1	-
2399:74	KINGSTON	60	2	24	1	-
2399:50	KINGSTON	60	2	CP	1	10
2399:91	KINGSTON	60	29-41	1	2	-
2399:92	KINGSTON	60	29-41	2	2	-
2399:93	KINGSTON	60	29-41	3	2	-
2399:94	KINGSTON	60	29-41	4	2	-
2399:95	KINGSTON	60	29-41	5	2	-
2399:96	KINGSTON	60	29-41	6	2	-
2399:97	KINGSTON	60	29-41	7	2	-
2399:98	KINGSTON	60	29-41	8	2	-
2399:99	KINGSTON	60	29-41	9	2	-
2399:100	KINGSTON	60	29-41	10	2	-
2400:1	KINGSTON	60	29-41	11	2	-
2400:2	KINGSTON	60	29-41	12	2	-
2400:3	KINGSTON	60	29-41	13	2	-
2400:4	KINGSTON	60	29-41	14	2	-
2400:5	KINGSTON	60	29-41	15	2	-
2400:6	KINGSTON	60	29-41	16	2	-
2400:7	KINGSTON	60	29-41	17	2	-
2400:8	KINGSTON	60	29-41	18	2	-

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2400:9	KINGSTON	60	29-41	19	2	-
2400:10	KINGSTON	60	29-41	20	2	-
2400:11	KINGSTON	60	29-41	21	2	-
2400:12	KINGSTON	60	29-41	22	2	-
2400:13	KINGSTON	60	29-41	23	2	-
2400:14	KINGSTON	60	29-41	24	2	-
2400:15	KINGSTON	60	29-41	25	2	-
2400:16	KINGSTON	60	29-41	26	2	-
2400:17	KINGSTON	60	29-41	27	2	-
2400:18	KINGSTON	60	29-41	28	2	-
2400:19	KINGSTON	60	29-41	29	2	-
2400:20	KINGSTON	60	29-41	30	2	-
2400:21	KINGSTON	60	29-41	31	2	-
2400:22	KINGSTON	60	29-41	32	2	-
2400:23	KINGSTON	60	29-41	33	2	-
2400:24	KINGSTON	60	29-41	34	2	-
2400:25	KINGSTON	60	29-41	35	2	-
2400:26	KINGSTON	60	29-41	36	2	-
2400:27	KINGSTON	60	29-41	37	2	-
2400:28	KINGSTON	60	29-41	38	2	-
2400:29	KINGSTON	60	29-41	39	2	-
2400:30	KINGSTON	60	29-41	40	2	-
2400:31	KINGSTON	60	29-41	41	2	-
2400:32	KINGSTON	60	29-41	42	2	-
2400:33	KINGSTON	60	29-41	43	2	-

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2400:34	KINGSTON	60	29-41	44	2	-
2400:35	KINGSTON	60	29-41	45	2	-
2400:36	KINGSTON	60	29-41	46	2	-
2400:37	KINGSTON	60	29-41	47	2	-
2400:38	KINGSTON	60	29-41	48	2	-
2400:39	KINGSTON	60	29-41	49	2	-
2400:40	KINGSTON	60	29-41	50	2	-
2400:41	KINGSTON	60	29-41	51	2	-
2400:42	KINGSTON	60	29-41	52	2	-
2400:43	KINGSTON	60	29-41	53	2	-
2400:44	KINGSTON	60	29-41	54	2	-
2400:45	KINGSTON	60	29-41	55	2	-
2400:46	KINGSTON	60	29-41	56	2	-
2400:47	KINGSTON	60	29-41	57	2	-
2400:48	KINGSTON	60	29-41	58	2	-
2400:49	KINGSTON	60	29-41	59	2	-
2400:50	KINGSTON	60	29-41	60	2	-
2400:51	KINGSTON	60	29-41	61	2	-
2400:52	KINGSTON	60	29-41	62	2	-
2400:53	KINGSTON	60	29-41	63	2	-
2400:54	KINGSTON	60	29-41	64	2	-
2400:55	KINGSTON	60	29-41	65	2	-
2400:56	KINGSTON	60	29-41	66	2	-
2400:57	KINGSTON	60	29-41	67	2	-
2400:58	KINGSTON	60	29-41	68	2	-

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2400:59	KINGSTON	60	29-41	69	2	-
2400:60	KINGSTON	60	29-41	70	2	-
2400:61	KINGSTON	60	29-41	71	2	-
2400:62	KINGSTON	60	29-41	72	2	-
2400:63	KINGSTON	60	29-41	73	2	-
2400:64	KINGSTON	60	29-41	74	2	-
2400:65	KINGSTON	60	29-41	75	2	-
2400:66	KINGSTON	60	29-41	76	2	-
2400:67	KINGSTON	60	29-41	77	2	-
2400:68	KINGSTON	60	29-41	78	2	-
2400:69	KINGSTON	60	29-41	79	2	-
2400:70	KINGSTON	60	29-41	80	2	-
2400:71	KINGSTON	60	29-41	81	2	-
2400:72	KINGSTON	60	29-41	82	2	-
2400:73	KINGSTON	60	29-41	83	2	-
2400:74	KINGSTON	60	29-41	84	2	-
2400:75	KINGSTON	60	29-41	85	2	-
2400:76	KINGSTON	60	29-41	86	2	-
2400:77	KINGSTON	60	29-41	87	2	-
2400:78	KINGSTON	60	29-41	88	2	-
2400:79	KINGSTON	60	29-41	89	2	-
2400:80	KINGSTON	60	29-41	90	2	-
2400:81	KINGSTON	60	29-41	91	2	-
2400:82	KINGSTON	60	29-41	92	2	-
2400:83	KINGSTON	60	29-41	93	2	-

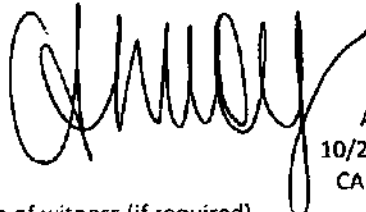
Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2400:84	KINGSTON	60	29-41	94	2	-
2400:85	KINGSTON	60	29-41	95	2	-
2400:86	KINGSTON	60	29-41	96	2	-
2400:87	KINGSTON	60	29-41	97	2	-
2399:90	KINGSTON	60	29-41	CP	2	35
2410:81	KINGSTON	60	42	1	3	-
2410:82	KINGSTON	60	42	2	3	-
2410:83	KINGSTON	60	42	3	3	-
2410:84	KINGSTON	60	42	4	3	-
2410:85	KINGSTON	60	42	5	3	-
2410:86	KINGSTON	60	42	6	3	-
2410:87	KINGSTON	60	42	7	3	-
2410:88	KINGSTON	60	42	8	3	-
2410:89	KINGSTON	60	42	9	3	-
2410:90	KINGSTON	60	42	10	3	-
2410:91	KINGSTON	60	42	11	3	-
2410:92	KINGSTON	60	42	12	3	-
2410:93	KINGSTON	60	42	13	3	-
2410:94	KINGSTON	60	42	14	3	-
2410:95	KINGSTON	60	42	15	3	-
2410:96	KINGSTON	60	42	16	3	-
2410:97	KINGSTON	60	42	17	3	-
2410:98	KINGSTON	60	42	18	3	-
2410:99	KINGSTON	60	42	19	3	-
2410:100	KINGSTON	60	42	20	3	-

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2411.1	KINGSTON	60	42	21	3	-
2411.2	KINGSTON	60	42	22	3	-
2411.3	KINGSTON	60	42	23	3	-
2411.4	KINGSTON	60	42	24	3	-
2411.5	KINGSTON	60	42	25	3	-
2411.6	KINGSTON	60	42	26	3	-
2410.80	KINGSTON	60	42	CP	3	12
2405.73	KINGSTON	50	71, 74		4-5, 7-8	43
Lot Entitlement Total						100

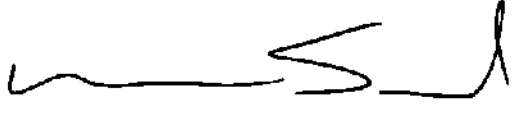
DETAILS OF PARCELS PROPOSED AS COMMON PROPERTY

Volume & Folio	District/Division	Section	Block	Lot
2395.63	KINGSTON	60	43-50	6

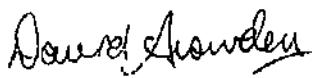
DEVELOPER'S EXECUTION

Name of developer TNRC PTY LIMITED by its attorney ALFONSO DEL RIO pursuant to Power of Attorney ACT Registration No.0144120  Signature or common seal of developer Dated - 14/05/2019	Full name of witness (if required)  Amanda Leigh Noy 10/2 Phillip Law Street CANBERRA ACT 2601 Signature of witness (if required) Dated - 14/05/2019
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PLANNING AND LAND AUTHORITY APPROVAL

The attached lot entitlement schedule was approved for registration Dated 31 st this day of May 2019  Monica Saad Full Name and Signature of the delegate of the ACT Planning and Land Authority.

REGISTRAR-GENERAL REGISTRATION

The attached lot entitlement schedule for Community Title Scheme No 32 was registered Dated 14 th this day of June 2019  David Snowden Registrar-General Signature of Registrar-General	
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**Access
Canberra.**

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

LOT ENTITLEMENT SCHEDULE FOR A PROGRESSIVE DEVELOPMENT WITHIN A COMMUNITY TITLE SCHEME

Land Titles Act 1925

Form 099 - CTLP

DETAILS OF PARCELS NOT BEING PROPOSED AS COMMON PROPERTY						
Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2399:51	KINGSTON	60	2	1	1	-
2399:52	KINGSTON	60	2	2	1	-
2399:53	KINGSTON	60	2	3	1	-
2399:54	KINGSTON	60	2	4	1	-
2399:55	KINGSTON	60	2	5	1	-
2399:56	KINGSTON	60	2	6	1	-
2399:57	KINGSTON	60	2	7	1	-
2399:58	KINGSTON	60	2	8	1	-
2399:59	KINGSTON	60	2	9	1	-
2399:60	KINGSTON	60	2	10	1	-
2399:61	KINGSTON	60	2	11	1	-
2399:62	KINGSTON	60	2	12	1	-
2399:63	KINGSTON	60	2	13	1	-
2399:64	KINGSTON	60	2	14	1	-
2399:65	KINGSTON	60	2	15	1	-
2399:66	KINGSTON	60	2	16	1	-
2399:67	KINGSTON	60	2	17	1	-
2399:68	KINGSTON	60	2	18	1	-

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2399:69	KINGSTON	60	2	19	1	-
2399:70	KINGSTON	60	2	20	1	-
2399:71	KINGSTON	60	2	21	1	-
2399:72	KINGSTON	60	2	22	1	-
2399:73	KINGSTON	60	2	23	1	-
2399:74	KINGSTON	60	2	24	1	-
2399:50	KINGSTON	60	2	CP	1	10
2399:91	KINGSTON	60	29-41	1	2	-
2399:92	KINGSTON	60	29-41	2	2	-
2399:93	KINGSTON	60	29-41	3	2	-
2399:94	KINGSTON	60	29-41	4	2	-
2399:95	KINGSTON	60	29-41	5	2	-
2399:96	KINGSTON	60	29-41	6	2	-
2399:97	KINGSTON	60	29-41	7	2	-
2399:98	KINGSTON	60	29-41	8	2	-
2399:99	KINGSTON	60	29-41	9	2	-
2399:100	KINGSTON	60	29-41	10	2	-
2400:1	KINGSTON	60	29-41	11	2	-
2400:2	KINGSTON	60	29-41	12	2	-
2400:3	KINGSTON	60	29-41	13	2	-
2400:4	KINGSTON	60	29-41	14	2	-
2400:5	KINGSTON	60	29-41	15	2	-
2400:6	KINGSTON	60	29-41	16	2	-
2400:7	KINGSTON	60	29-41	17	2	-
2400:8	KINGSTON	60	29-41	18	2	-

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2400:9	KINGSTON	60	29-41	19	2	-
2400:10	KINGSTON	60	29-41	20	2	-
2400:11	KINGSTON	60	29-41	21	2	-
2400:12	KINGSTON	60	29-41	22	2	-
2400:13	KINGSTON	60	29-41	23	2	-
2400:14	KINGSTON	60	29-41	24	2	-
2400:15	KINGSTON	60	29-41	25	2	-
2400:16	KINGSTON	60	29-41	26	2	-
2400:17	KINGSTON	60	29-41	27	2	-
2400:18	KINGSTON	60	29-41	28	2	-
2400:19	KINGSTON	60	29-41	29	2	-
2400:20	KINGSTON	60	29-41	30	2	-
2400:21	KINGSTON	60	29-41	31	2	-
2400:22	KINGSTON	60	29-41	32	2	-
2400:23	KINGSTON	60	29-41	33	2	-
2400:24	KINGSTON	60	29-41	34	2	-
2400:25	KINGSTON	60	29-41	35	2	-
2400:26	KINGSTON	60	29-41	36	2	-
2400:27	KINGSTON	60	29-41	37	2	-
2400:28	KINGSTON	60	29-41	38	2	-
2400:29	KINGSTON	60	29-41	39	2	-
2400:30	KINGSTON	60	29-41	40	2	-
2400:31	KINGSTON	60	29-41	41	2	-
2400:32	KINGSTON	60	29-41	42	2	-
2400:33	KINGSTON	60	29-41	43	2	-

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2400:34	KINGSTON	60	29-41	44	2	-
2400:35	KINGSTON	60	29-41	45	2	-
2400:36	KINGSTON	60	29-41	46	2	-
2400:37	KINGSTON	60	29-41	47	2	-
2400:38	KINGSTON	60	29-41	48	2	-
2400:39	KINGSTON	60	29-41	49	2	-
2400:40	KINGSTON	60	29-41	50	2	-
2400:41	KINGSTON	60	29-41	51	2	-
2400:42	KINGSTON	60	29-41	52	2	-
2400:43	KINGSTON	60	29-41	53	2	-
2400:44	KINGSTON	60	29-41	54	2	-
2400:45	KINGSTON	60	29-41	55	2	-
2400:46	KINGSTON	60	29-41	56	2	-
2400:47	KINGSTON	60	29-41	57	2	-
2400:48	KINGSTON	60	29-41	58	2	-
2400:49	KINGSTON	60	29-41	59	2	-
2400:50	KINGSTON	60	29-41	60	2	-
2400:51	KINGSTON	60	29-41	61	2	-
2400:52	KINGSTON	60	29-41	62	2	-
2400:53	KINGSTON	60	29-41	63	2	-
2400:54	KINGSTON	60	29-41	64	2	-
2400:55	KINGSTON	60	29-41	65	2	-
2400:56	KINGSTON	60	29-41	66	2	-
2400:57	KINGSTON	60	29-41	67	2	-
2400:58	KINGSTON	60	29-41	68	2	-

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2400:59	KINGSTON	60	29-41	69	2	-
2400:60	KINGSTON	60	29-41	70	2	-
2400:61	KINGSTON	60	29-41	71	2	-
2400:62	KINGSTON	60	29-41	72	2	-
2400:63	KINGSTON	60	29-41	73	2	-
2400:64	KINGSTON	60	29-41	74	2	-
2400:65	KINGSTON	60	29-41	75	2	-
2400:66	KINGSTON	60	29-41	76	2	-
2400:67	KINGSTON	60	29-41	77	2	-
2400:68	KINGSTON	60	29-41	78	2	-
2400:69	KINGSTON	60	29-41	79	2	-
2400:70	KINGSTON	60	29-41	80	2	-
2400:71	KINGSTON	60	29-41	81	2	-
2400:72	KINGSTON	60	29-41	82	2	-
2400:73	KINGSTON	60	29-41	83	2	-
2400:74	KINGSTON	60	29-41	84	2	-
2400:75	KINGSTON	60	29-41	85	2	-
2400:76	KINGSTON	60	29-41	86	2	-
2400:77	KINGSTON	60	29-41	87	2	-
2400:78	KINGSTON	60	29-41	88	2	-
2400:79	KINGSTON	60	29-41	89	2	-
2400:80	KINGSTON	60	29-41	90	2	-
2400:81	KINGSTON	60	29-41	91	2	-
2400:82	KINGSTON	60	29-41	92	2	-
2400:83	KINGSTON	60	29-41	93	2	-

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2400:84	KINGSTON	60	29-41	94	2	-
2400:85	KINGSTON	60	29-41	95	2	-
2400:86	KINGSTON	60	29-41	96	2	-
2400:87	KINGSTON	60	29-41	97	2	-
2399:90	KINGSTON	60	29-41	CP	2	35
2410:81	KINGSTON	60	42	1	3	-
2410:82	KINGSTON	60	42	2	3	-
2410:83	KINGSTON	60	42	3	3	-
2410:84	KINGSTON	60	42	4	3	-
2410:85	KINGSTON	60	42	5	3	-
2410:86	KINGSTON	60	42	6	3	-
2410:87	KINGSTON	60	42	7	3	-
2410:88	KINGSTON	60	42	8	3	-
2410:89	KINGSTON	60	42	9	3	-
2410:90	KINGSTON	60	42	10	3	-
2410:91	KINGSTON	60	42	11	3	-
2410:92	KINGSTON	60	42	12	3	-
2410:93	KINGSTON	60	42	13	3	-
2410:94	KINGSTON	60	42	14	3	-
2410:95	KINGSTON	60	42	15	3	-
2410:96	KINGSTON	60	42	16	3	-
2410:97	KINGSTON	60	42	17	3	-
2410:98	KINGSTON	60	42	18	3	-
2410:99	KINGSTON	60	42	19	3	-
2410:100	KINGSTON	60	42	20	3	-

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2411:1	KINGSTON	60	42	21	3	-
2411:2	KINGSTON	60	42	22	3	-
2411:3	KINGSTON	60	42	23	3	-
2411:4	KINGSTON	60	42	24	3	-
2411:5	KINGSTON	60	42	25	3	-
2411:6	KINGSTON	60	42	26	3	-
2410:80	KINGSTON	60	42	CP	3	12
2432:25	KINGSTON	60	52		4	26
2432:27	KINGSTON	50	74		5, 8	17
Lot Entitlement Total						100

DETAILS OF PARCELS PROPOSED AS COMMON PROPERTY

Volume & Folio	District/Division	Section	Block	Lot
2395:63	KINGSTON	60	43-50	6
2432:26	KINGSTON	60	53	7

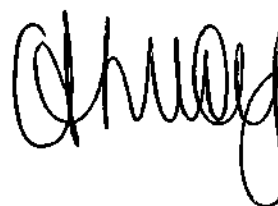
DEVELOPER'S EXECUTION

Name of developer
 TNRC PTY LIMITED by its attorney ALFONSO DEL RIO
 pursuant to Power of Attorney ACT Registration
 No.0144120



Signature or common seal of developer
 Dated - 11/11/2019

Full name of witness (if required)



Amanda Leigh Noy
 10/2 Phillip Law Street
 CANBERRA ACT 2601

Signature of witness (if required)
 Dated - 11/11/2019

PLANNING AND LAND AUTHORITY APPROVAL	REGISTRAR-GENERAL REGISTRATION
The attached lot entitlement schedule was approved for registration Dated <u>11</u> this day of <u>November</u> 2019  IRMA SARE Full Name and Signature of the delegate of the ACT Planning and Land Authority.	The attached lot entitlement schedule for Community Title Scheme No <u>32</u> was registered Dated <u>21</u> this day of <u>November</u> 2019  David Pryce Registrar-General  Signature of Registrar-General

SUE

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block
KINGSTON	60	52

Unit Plan No
4802

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	118	3	2444	81
2	118	3	2444	82
3	118	3	2444	83
4	118	3	2444	84
5	118	3	2444	85
6	125	3	2444	86
7	125	3	2444	87
8	125	3	2444	88
9	125	3	2444	89
10	125	3	2444	90
11	87	2	2444	91
12	87	2	2444	92
13	87	2	2444	93
14	87	2	2444	94
15	87	2	2444	95
16	87	2	2444	96
17	87	3	2444	97
18	87	3	2444	98
19	87	3	2444	99
20	104	2	2444	100
21	87	3	2445	1
22	87	3	2445	2
23	143	2	2445	3
24	143	2	2445	4
25	143	2	2445	5

Aggregate

TNRC PTY LIMITED BY ITS ATTORNEY
ALFONSO DEL RIO PURSUANT TO
POWER OF ATTORNEY ACT
REGISTRATION No. 0144120

Signature of Lessee

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

Volume	Folio
2444	80

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

Dated Sixteenth this day of December 2019

V. Vally Lyn Tankey

Delegate of the Authority/Executive

David Pryce
David Pryce
Registrar-General

Deputy Registrar-General



SUE

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block
KINGSTON	60	52

Unit Plan No
4802

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	143	2	2445	6
27	143	2	2445	7
28	87	3	2445	8
29	96	2	2445	9
30	87	2	2445	10
31	96	2	2445	11
32	87	2	2445	12
33	96	2	2445	13
34	87	3	2445	14
35	104	2	2445	15
36	104	2	2445	16
37	87	3	2445	17
38	87	3	2445	18
39	87	3	2445	19
40	143	2	2445	20
41	143	2	2445	21
42	143	2	2445	22
43	143	2	2445	23
44	143	2	2445	24
45	96	1	2445	25
46	96	2	2445	26
47	96	1	2445	27
48	96	2	2445	28
49	96	2	2445	29
50	96	2	2445	30

Aggregate

TNRC PTY LIMITED BY ITS ATTORNEY
ALFONSO DEL RIO PURSUANT TO
POWER OF ATTORNEY ACT
REGISTRATION No. 0144120

Signature of Lessee

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

Dated Sixteenth this day of December 2019

V. Vauy Lyn Tankey

Delegate of the Authority/Executive

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

Volume	Folio
2444	80

David Pryce
Registrar-General



Deputy Registrar-General

SUE

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block
KINGSTON	60	52

Unit Plan No
4802

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	104	2	2445	31
52	87	3	2445	32
53	87	3	2445	33
54	87	3	2445	34
55	87	3	2445	35
56	104	2	2445	36
57	143	2	2445	37
58	143	3	2445	38
59	143	3	2445	39
60	143	2	2445	40
61	284	4	2445	41
62	186	4	2445	42
63	104	2	2445	43
64	87	4	2445	44
65	96	3	2445	45
66	104	2	2445	46
67	87	3	2445	47
68	143	2	2445	48
69	143	2	2445	49
70	143	2	2445	50
71	143	2	2445	51
72	284	3	2445	52
73	186	3	2445	53
74	87	3	2445	54
75	104	2	2445	55

Aggregate

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

Volume	Folio
2444	80

TNRC PTY LIMITED BY ITS ATTORNEY
 ALFONSO DEL RIO PURSUANT TO
 POWER OF ATTORNEY ACT
 REGISTRATION No. 0144120

Signature of Lessee

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

Dated Sixteenth this day of December 2019

V. Jany Lyn Tankey

Deputy of the Authority/Executive

David Pryce
 Registrar-General



Deputy Registrar-General



SUF

Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
KINGSTON	60	52

Unit Plan No
4802

2. APPROVAL UNDER UNIT TITLES ACT 2001

[illegible]

UR UTILITY ROOM - BEING COMMON PROPERTY
D DENOTES DUCT - BEING COMMON PROPERTY
C DENOTES COLUMN
S DENOTES STOREROOM
CP DENOTES COMMON PROPERTY
DENOTES BOUNDARY IS FACE OR LINE OF FACE OF COLUMN
* DENOTES BOUNDARY THROUGH CENTRE OR LINE OF CENTRE OF COLUMN
■ DENOTES BOUNDARY IS FACE OR LINE OF FACE OF WALL

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

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

YARDS ARE LIMITED IN HEIGHT TO THE PROJECTION OF THE UPPER BOUNDARY OF THE RESPECTIVE UNIT

UNITS AND SUBSIDIARIES ARE SUBJECT TO RIGHTS OF ENTRY FOR INSPECTION AND MAINTENANCE UNDER SECTION 34 OF THE UNIT TITLES ACT 2001

UNIT AREAS HAVE BEEN DETERMINED WITH REFERENCE TO THE CENTRELINES OF WALL, UNLESS NOTED OTHERWISE

THE POSITION OF WALL CENTRELINES MAY HAVE BEEN ESTIMATED (DEDUCED) TO DETERMINE THE UNIT AREA

ALL AREAS ARE APPROXIMATE. UNITS AND SUBSIDIARIES MAY CONTAIN COLUMNS AND SERVICES DUCTS, WHICH ARE COMMON PROPERTY AND MAY NOT BE SHOWN ON THE UNITS PLAN

THE OWNERS CORPORATION OR OTHER UNIT OWNERS HAVE RIGHTS OVER THESE COLUMNS AND SERVICE DUCTS UNDER SECTIONS 34 AND 35 OF THE UNIT TITLES ACT 2001

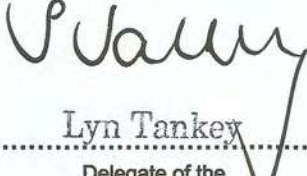
AREAS ARE SHOWN FOR THE PURPOSES OF THE UNITS PLAN ONLY & MUST NOT BE USED FOR ANY OTHER PURPOSE

Form 091 - FP

ADDRESS	UNIT IDENTIFIER				YARD		BALCONY		CARPORTS		STORE ROOM		SUBSIDIARY TOTAL
	UNIT No.	SHEET No.	FLOOR	DOOR No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
CAUSEWAY	1	8, 9	LOWER GROUND/UPPER BASEMENT	LG4	1, 2, 3	9, 9, 8							3
	2	8, 9	LOWER GROUND/UPPER BASEMENT	LG5	1, 2, 3	9, 9, 8							3
	3	8, 9	LOWER GROUND/UPPER BASEMENT	LG6	1, 2, 3	9, 9, 8							3
	4	8, 9	LOWER GROUND/UPPER BASEMENT	LG7	1, 2, 3	9, 9, 8							3
	5	8, 9	LOWER GROUND/UPPER BASEMENT	LG8	1, 2, 3	9, 9, 8							3
	6	10	UPPER GROUND	UG7			1	10	2	7	3	7	3
	7	10	UPPER GROUND	UG8			1	10	2	8	3	7	3
	8	10	UPPER GROUND	UG9			1	10	2	7	3	7	3
	9	10	UPPER GROUND	UG10			1	10	2	7	3	7	3
	10	10	UPPER GROUND	UG11			1	10	2	7	3	7	3
	11	10	UPPER GROUND	UG12			1	10	2	7			2
	12	10	UPPER GROUND	UG13			1	10	2	7			2
	13	10	UPPER GROUND	UG14			1	10	2	7			2
	14	10	UPPER GROUND	UG15			1	10	2	7			2
	15	10	UPPER GROUND	UG16			1	10	2	7			2
	16	10	UPPER GROUND	UG17			1	10	2	7			2
	17	10	UPPER GROUND	UG1			1	10	2	7	3	7	3
	18	10	UPPER GROUND	UG2			1	10	2	7	3	7	3
	19	10	UPPER GROUND	UG3			1	10	2	7	3	7	3
	20	10	UPPER GROUND	UG4					1	7	2	7	2
	21	10	UPPER GROUND	UG5			1	10	2	7	3	7	3
	22	10	UPPER GROUND	UG6			1	10	2	7	3	7	3
	23	11	FIRST FLOOR	107					1	7	2	7	2
	24	11	FIRST FLOOR	108					1	7	2	7	2
	25	11	FIRST FLOOR	109					1	7	2	7	2
	26	11	FIRST FLOOR	110					1	7	2	7	2
	27	11	FIRST FLOOR	111					1	7	2	7	2
	28	11	FIRST FLOOR	112			1	11	2	7	3	7	3
	29	11	FIRST FLOOR	113					1	7	2	7	2
	30	11	FIRST FLOOR	114			1	11	2	7			2
31	11	FIRST FLOOR	115					1	7	2	7	2	
32	11	FIRST FLOOR	116			1	11	2	7			2	
33	11	FIRST FLOOR	117					1	7	2	7	2	
34	11	FIRST FLOOR	101			1	11	2	7	3	7	3	
35	11	FIRST FLOOR	102					1	8	2	7	2	
36	11	FIRST FLOOR	103					1	7	2	7	2	
37	11	FIRST FLOOR	104			1	11	2	8	3	7	3	
38	11	FIRST FLOOR	105			1	11	2	7	3	7	3	
39	11	FIRST FLOOR	106			1	11	2	7	3	7	3	
40	12	SECOND FLOOR	207					1	8	2	7	2	
41	12	SECOND FLOOR	208					1	7	2	7	2	
42	12	SECOND FLOOR	209					1	7	2	7	2	
43	12	SECOND FLOOR	210					1	8	2	7	2	
44	12	SECOND FLOOR	211					1	7	2	7	2	
45	12	SECOND FLOOR	212					1	7			1	
46	12	SECOND FLOOR	213					1	8	2	7	2	
47	12	SECOND FLOOR	214					1	7			1	
48	12	SECOND FLOOR	215					1	8	2	7	2	
49	12	SECOND FLOOR	216					1	8	2	7	2	
50	12	SECOND FLOOR	217					1	8	2	7	2	
51	12	SECOND FLOOR	201					1	8	2	7	2	
52	12	SECOND FLOOR	202			1	12	2	8	3	7	3	
53	12	SECOND FLOOR	203			1	12	2	7	3	7	3	
54	12	SECOND FLOOR	204			1	12	2	7	3	7	3	
55	12	SECOND FLOOR	205			1	12	2	8	3	7	3	
56	12	SECOND FLOOR	206					1	8	2	7	2	
57	13	THIRD FLOOR	306					1	8	2	7	2	
58	13	THIRD FLOOR	307			1	13	2	8	3	7	3	
59	13	THIRD FLOOR	308			1	13	2	8	3	7	3	
60	13	THIRD FLOOR	309					1	8	2	7	2	
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63	13	THIRD FLOOR	301					1	8	2	7	2	
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66	13	THIRD FLOOR	304					1	8	2	7	2	
67	13	THIRD FLOOR	305			1	13	2	8	3	7	3	
68	14	FOURTH FLOOR	406					1	8	2	7	2	
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70	14	FOURTH FLOOR	408					1	7	2	7	2	
71	14	FOURTH FLOOR	409					1	7	2	7	2	
72	14	FOURTH FLOOR	410			1	14	2	8	3	8	3	
73	14	FOURTH FLOOR	411			1	14	2	7	3	7	3	
74	14	FOURTH FLOOR	401			1	14	2	7	3	7	3	
75	14	FOURTH FLOOR	402					1	7	2	7	2	
76	14	FOURTH FLOOR	403			1	14	2	7	3	7	3	
77	14	FOURTH FLOOR	404			1	14	2	7	3	7	3	
78	14	FOURTH FLOOR	405					1	7	2	7	2	
79	9	LOWER GROUND	LG09	1	9			2	8	3	8	3	
80	9	LOWER GROUND	LG01					1	8	2	8	2	
81	9	LOWER GROUND	LG02					1	8	2	8	2	
82	9	LOWER GROUND	LG03					1	8	2	8	2	

LAND TITLES ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. <u>6</u> of <u>29</u>
FLOOR PLAN
Block 52
Section 60
Division KINGSTON
FLOOR NUMBER LEGEND/INDEX

TNRC PTY LIMITED BY ITS
ATTORNEY ALFONSO DEL RIO
PURSUANT TO POWER OF
ATTORNEY ACT REGISTRATION
No. 0144120
Signature of Lessee


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

APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

UNITS PLAN No.
4802

FLOOR PLAN

Block

52

Section

60

Division

KINGSTON

FLOOR NUMBER

LOWER BASEMENT

TNRC PTY LIMITED BY ITS
ATTORNEY ALFONSO DEL RIO
PURSUANT TO POWER OF
ATTORNEY ACT REGISTRATION
No. 0144120
Signature of Lessee

Lyn Tankay
Delegate of the
ACT Planning and Land Authority

APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

CLASS A UNIT SUBSIDIARIES

SEE SHEET 6 FOR LEGEND

UNITS PLAN No.

4802

DAWES STREET

STREET

DAWES

THE
CAUSEWAY

THE
CAUSEWAY

THE
CAUSEWAY

THE
CAUSEWAY

STOREROOMS ARE 1.9m²

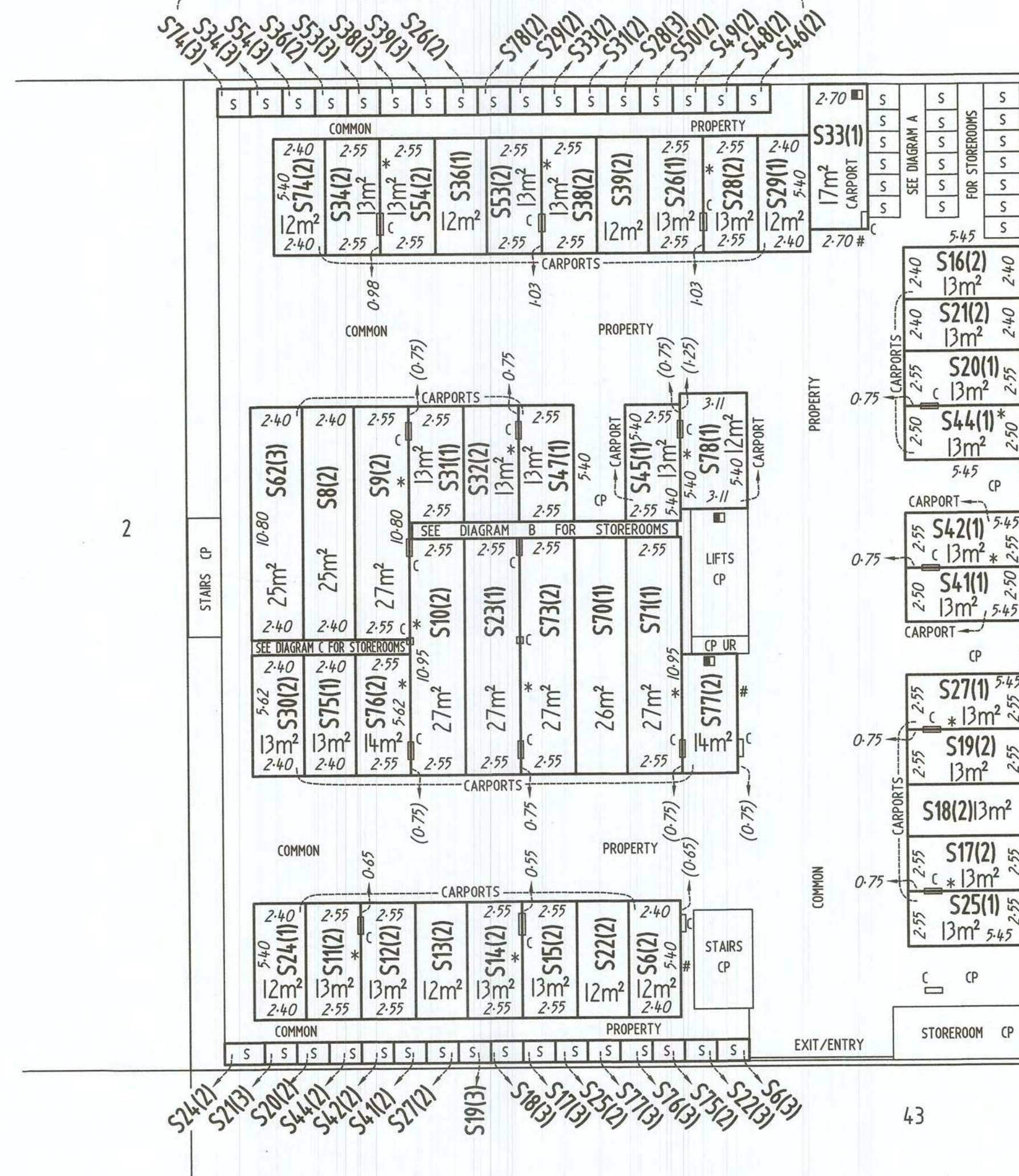


DIAGRAM A
NOT TO SCALE

S31(1)	S32(2)	S47(1)	CP	S45(1)
S10(3)	S23(2)	S73(3)	S70(2)	S71(2)
S10(2)	S23(1)	S73(2)	S70(1)	S71(1)

DIAGRAM B
NOT TO SCALE

S62(3)	S8(2)	S9(2)
S62(4)	S8(3)	S9(3)
S30(2)	S75(1)	S76(2)

DIAGRAM C
NOT TO SCALE

ALL STOREROOMS ARE 1.5m² UNLESS OTHERWISE NOTED

0 5 10 METRES
Graphic bar scale - SCALE 1: 200

Form 3

Form 091 - FP

FLOOR NUMBER
UPPER BASEMENT


TNRC PTY LIMITED BY ITS
ATTORNEY ALFONSO DEL RIO
PURSUANT TO POWER OF
ATTORNEY ACT REGISTRATION
No. 0144120
Signature of Lessee

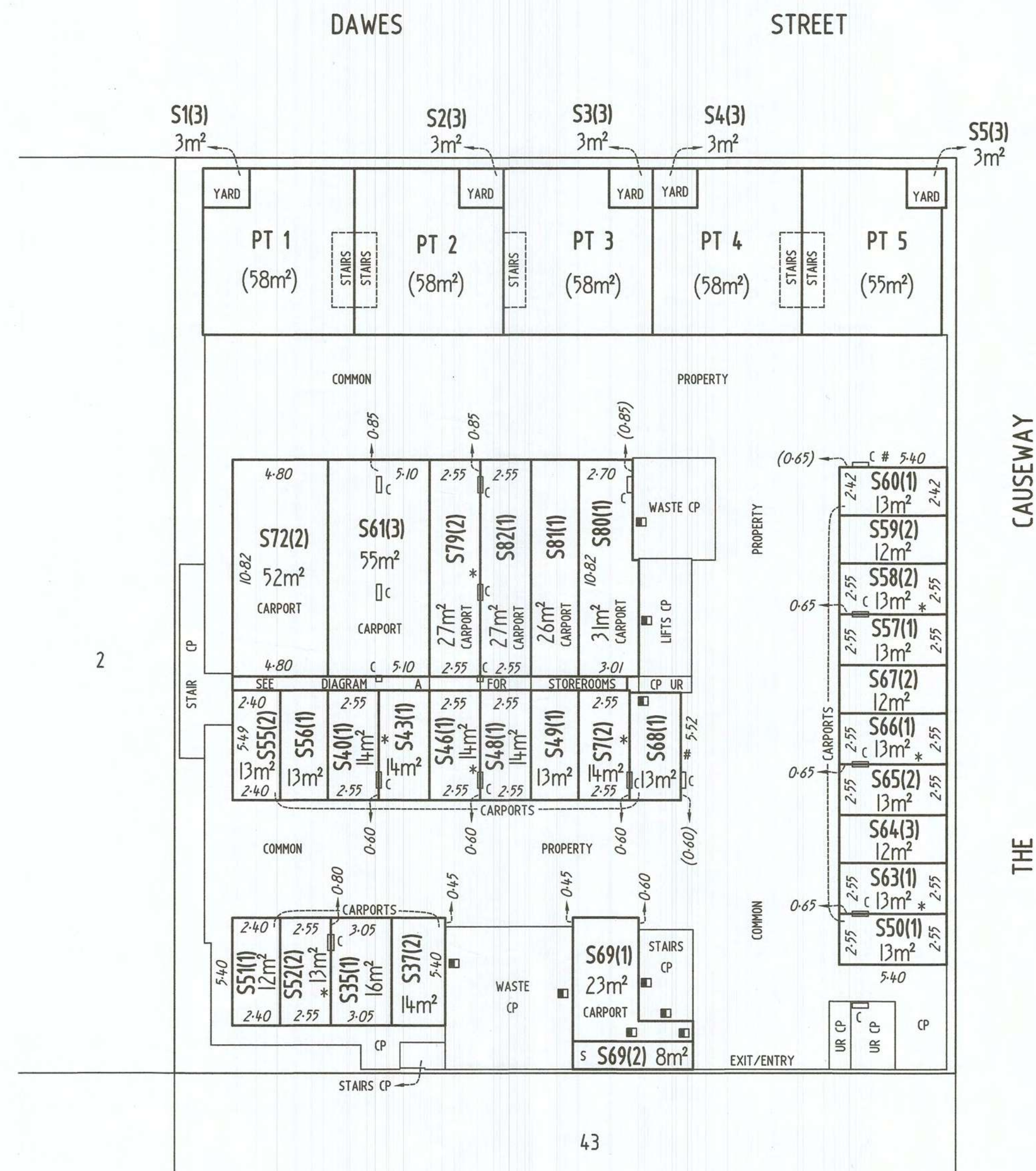
P. Valley
Lyn Tankey
.....
Delegate of the
ACT Planning and Land Authority

**APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND**

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 6 FOR LEGEND

UNITS PLAN No.

4802



S72(2)		S61(3)		S79(2)	S82(1)	S81(1)	S80(1)
S72(3)	3m ²	S61(4)	3m ²	S79(3) 1.7m ²	S82(2) 1.7m ²	S81(2) 1.6m ²	S80(2) 1.6m ²
S55(2)	S56(1)	S40(1)	S43(1)	S46(1)	S48(1)	S49(1)	S7(2)

DIAGRAM A

NOT TO SCALE

FLOOR PLAN

Block

52

Section

60

Division

KINGSTON

FLOOR NUMBER

LOWER GROUND

[Signature]

TNRC PTY LIMITED BY ITS
ATTORNEY ALFONSO DEL RIO
PURSUANT TO POWER OF
ATTORNEY ACT REGISTRATION
No. 0144120
Signature of Lessee

[Signature]

Lyn Tankey

Delegate of the

ACT Planning and Land Authority

APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

CLASS A UNITS AND UNIT SUBSIDIARIES

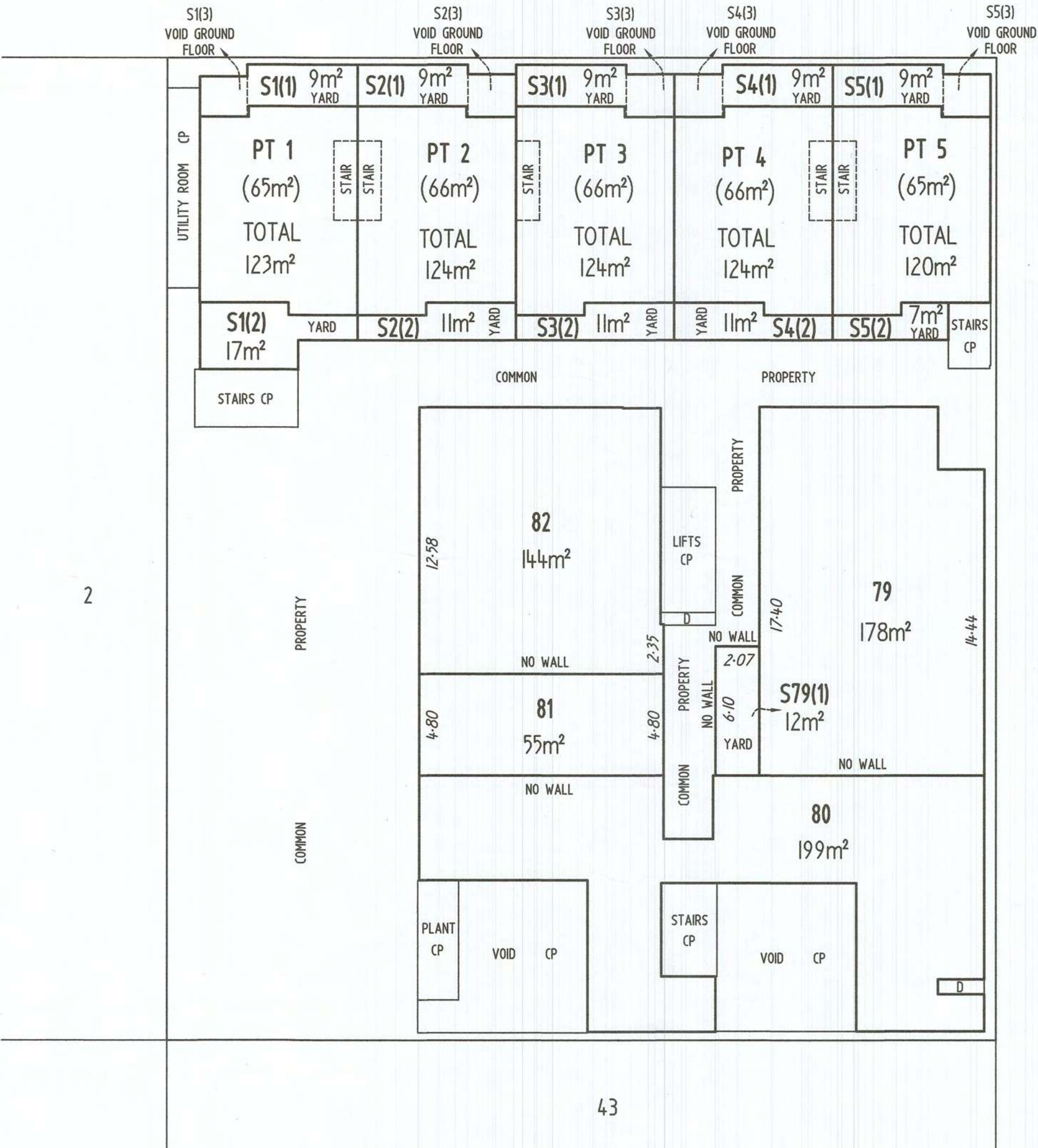
SEE SHEET 6 FOR LEGEND

UNITS PLAN No.

4802

DAWES

STREET



2

43

FLOOR PLAN

Block

52

Section

60

Division

KINGSTON

FLOOR NUMBER

UPPER GROUND

[Signature]

TNRC PTY LIMITED BY ITS
ATTORNEY ALFONSO DEL RIO
PURSUANT TO POWER OF
ATTORNEY ACT REGISTRATION
No. 0144120
Signature of Lessee

[Signature]

Lyn Tanker
Delegate of the
ACT Planning and Land Authority

APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

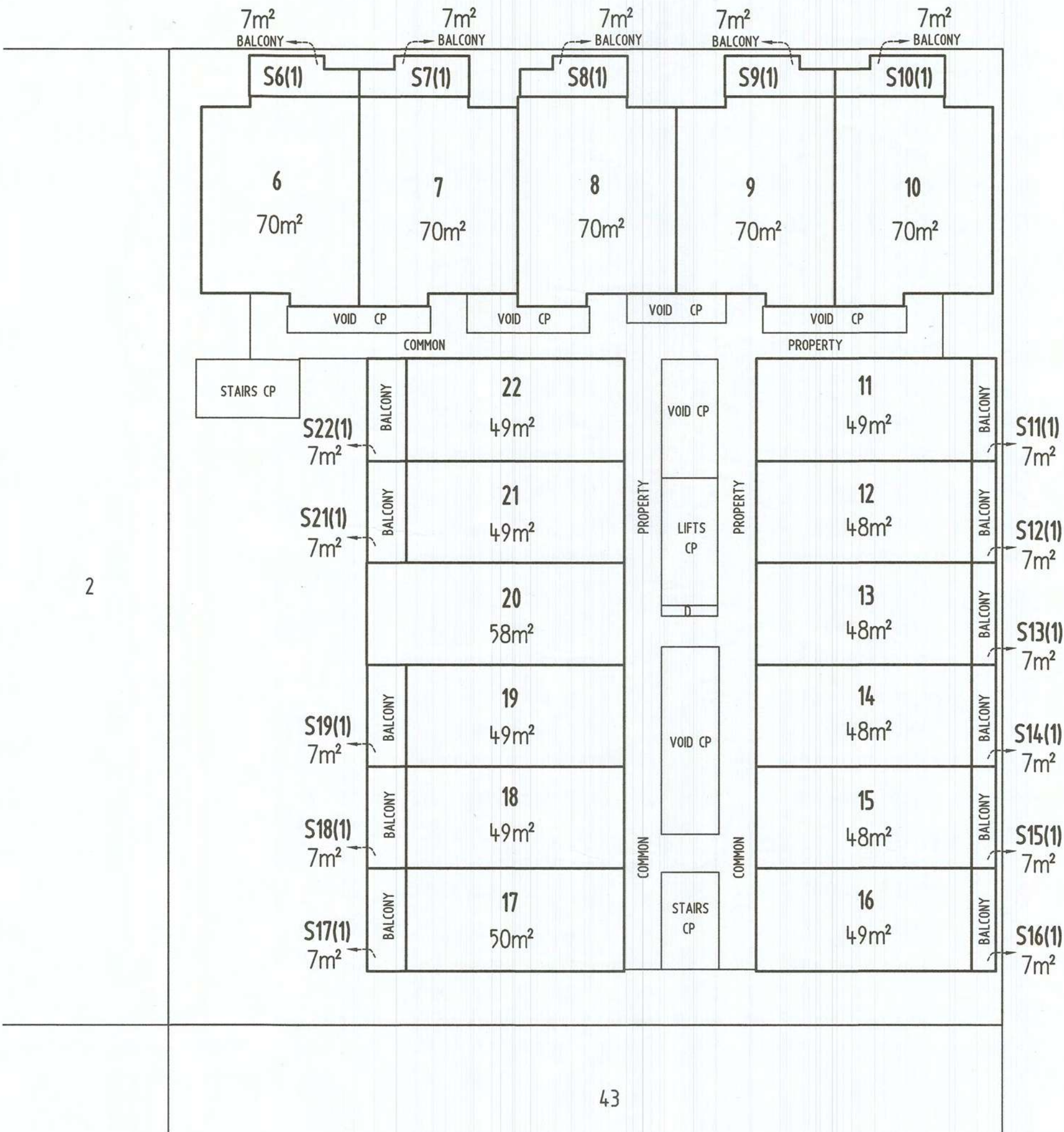
CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 6 FOR LEGEND

UNITS PLAN No.

4802

DAWES

STREET



FLOOR PLAN

Block

52

Section

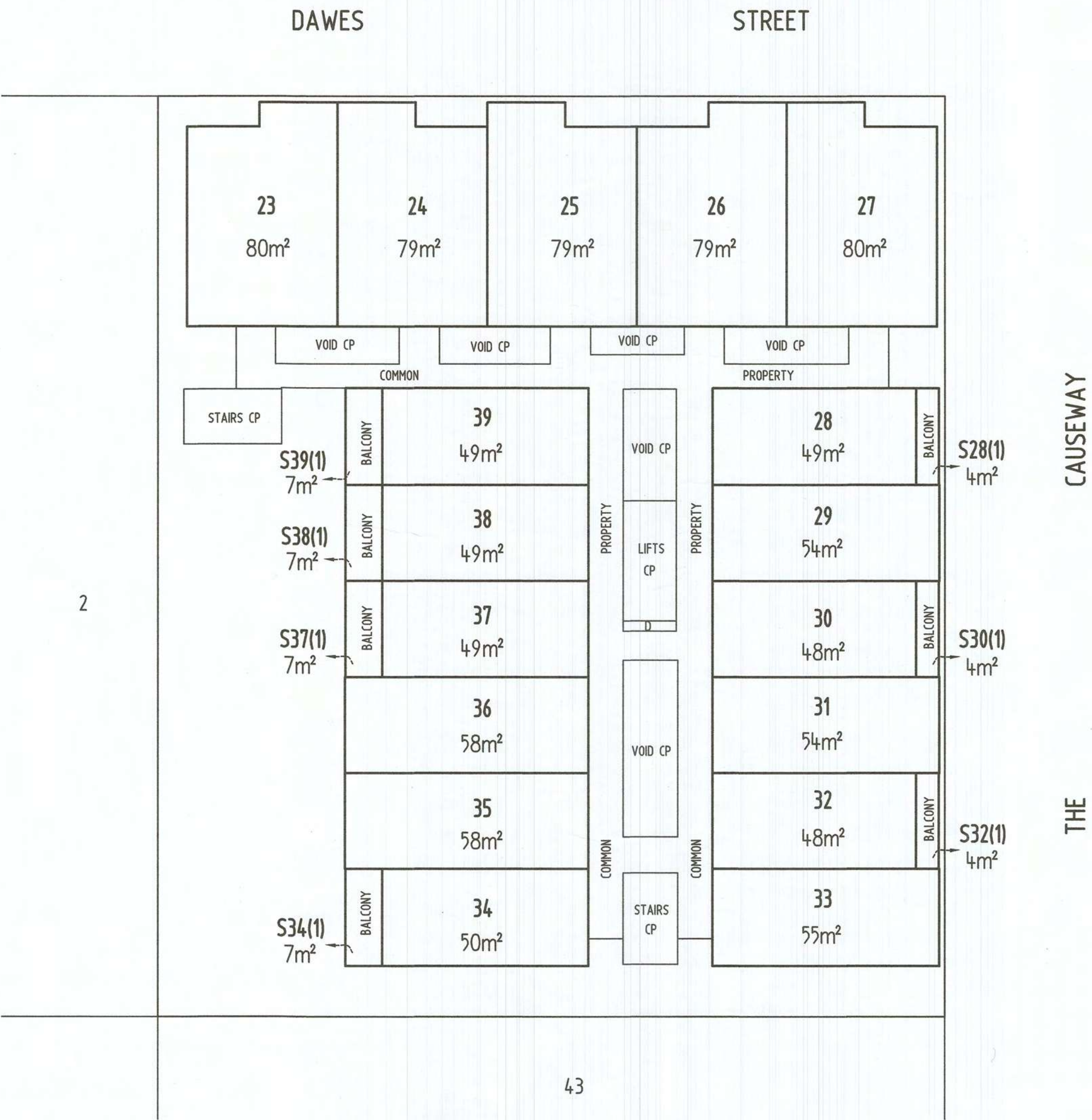
60

Division

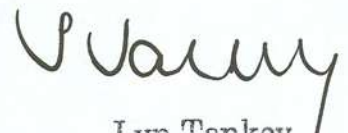
KINGSTON

FLOOR NUMBER

FIRST




TNRC PTY LIMITED BY ITS
ATTORNEY ALFONSO DEL RIO
PURSUANT TO POWER OF
ATTORNEY ACT REGISTRATION
No. 0144120
Signature of Lessee


Lyn Tankey
Delegate of the
ACT Planning and Land Authority

APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 6 FOR LEGEND

UNITS PLAN No.

4802

FLOOR PLAN

Block

52

Section

60

Division

KINGSTON

FLOOR NUMBER

SECOND

TNRC PTY LIMITED BY ITS
ATTORNEY ALFONSO DEL RIO
PURSUANT TO POWER OF
ATTORNEY ACT REGISTRATION
No. 0144120
Signature of Lessee

Lyn Tankey
Delegate of the
ACT Planning and Land Authority

APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 6 FOR LEGEND

UNITS PLAN No.

4802

DAWES

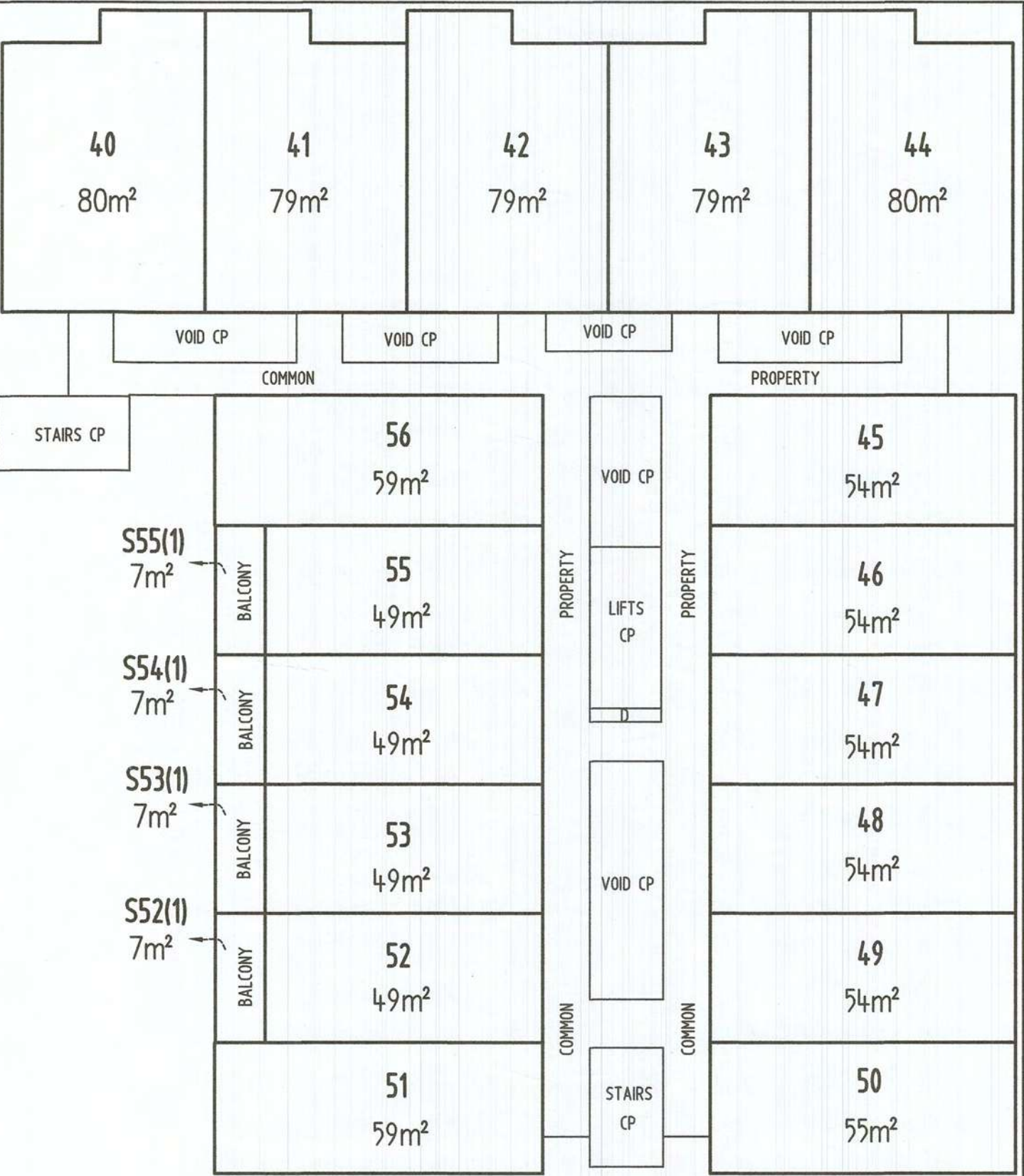
STREET

CAUSEWAY

THE

2

43



FLOOR PLAN

Block

52

Section

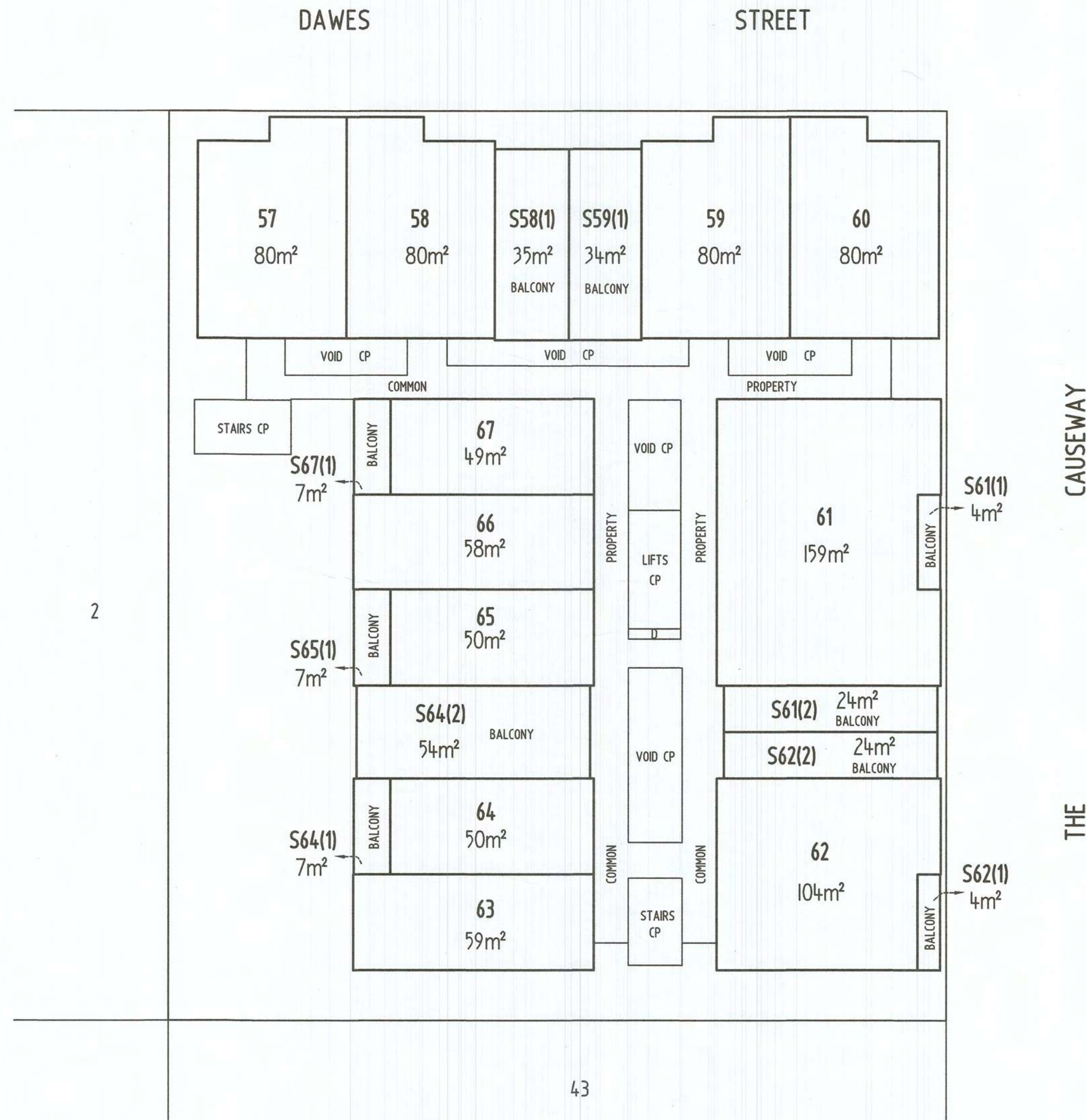
60

Division

KINGSTON

FLOOR NUMBER

THIRD



TNRC PTY LIMITED BY ITS
ATTORNEY ALFONSO DEL RIO
PURSUANT TO POWER OF
ATTORNEY ACT REGISTRATION
No. 0144120
Signature of Lessee

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

APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 6 FOR LEGEND

UNITS PLAN No.

4802

FLOOR PLAN

Block

52

Section

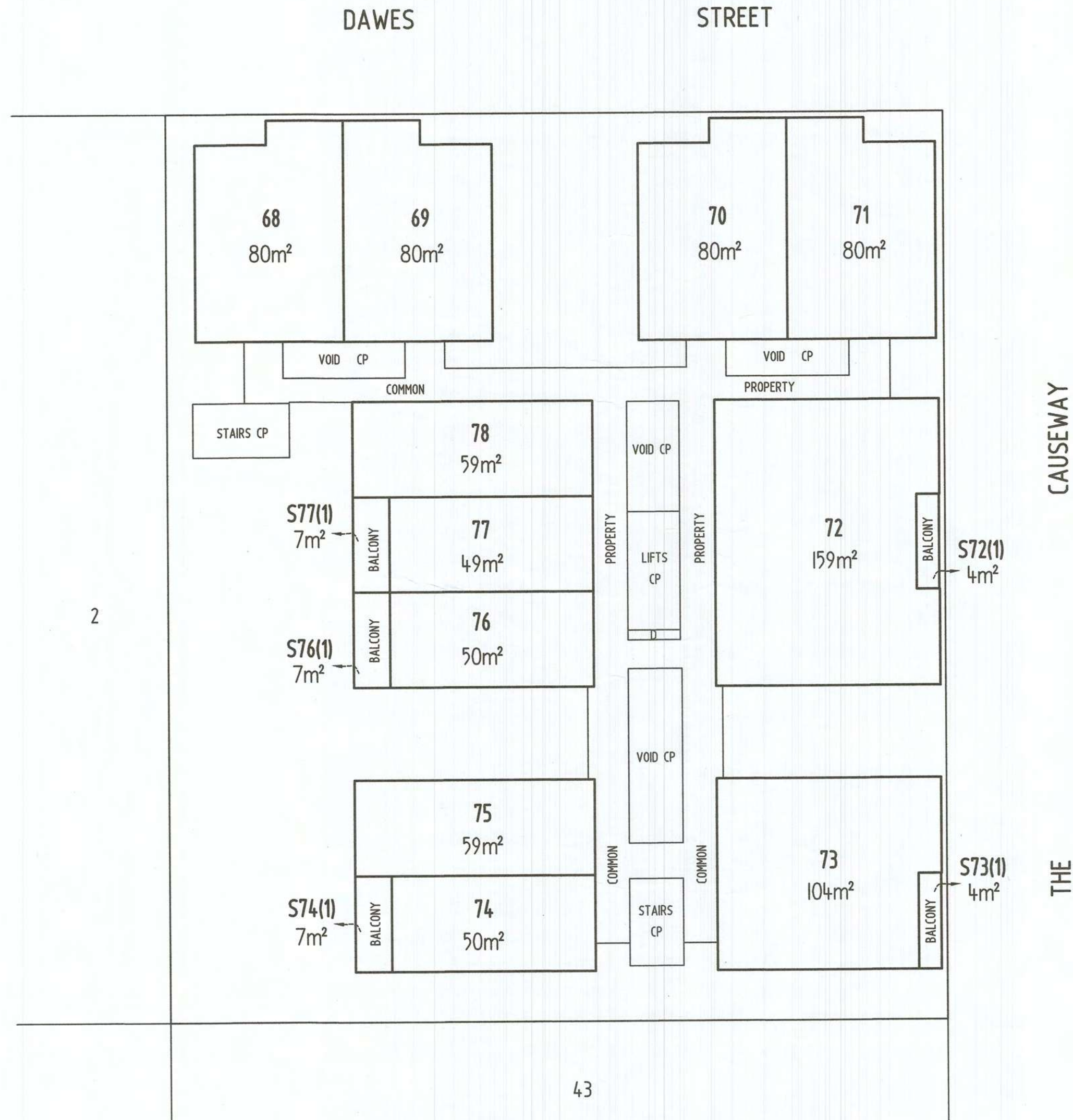
60

Division

KINGSTON

FLOOR NUMBER

FOURTH



TNRC PTY LIMITED BY ITS
ATTORNEY ALFONSO DEL RIO
PURSUANT TO POWER OF
ATTORNEY ACT REGISTRATION
No. 0144120
Signature of Lessee

Lyn Tankey
Delegate of the
ACT Planning and Land Authority

APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 6 FOR LEGEND

UNITS PLAN No.

4802

Form 4

Land Titles (Units Titles) Act 1970

UNITS PLAN NO 4802

Block 52 Section 60 Division of KINGSTON

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 twenty ninth day of October Two thousand one hundred and eighteen. |
| RENT | 2. | The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded. |
| | 3. | Each Lessee of each of the Units Nos 1 - 82 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows: <ul style="list-style-type: none">(a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;(b) to pay to the Authority or any statutory authority his proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the <u>Planning and Development Act 2007</u> and the <u>Unit Titles Act 2001</u>; |

W



- | | |
|------------------------------------|--|
| PURPOSE | <p>(c) To use units 1 - 82 for the purpose of residential use LIMITED TO multi-unit housing for sixty two (62) dwellings AND IN ADDITION the premises may also be used for one or more of the following purposes:</p> <ul style="list-style-type: none"> (i) boarding house; (ii) car park; (iii) community use (EXCLUDING child care centre, place of worship and religious associated use); (iv) craft workshop; (v) guest house; (vi) indoor recreation facility; (vii) motel; (viii) non-retail commercial use; (ix) outdoor recreation facility; (x) pedestrian plaza; (xi) place of assembly; (xii) restaurant; (xiii) serviced apartment; (xiv) shop PROVIDED ALWAYS THAT the maximum gross floor area for a shop is 1500 square metres AND FURTHER PROVIDED THAT the maximum gross floor area of shop selling food is 250 square metres; and (xv) tourist facility EXCLUDING service station; |
| NOISE
MANAGEMENT
PLAN | <p>(d) That the Lessee must, prior to the use of the premises for indoor recreation facility, outdoor recreation facility, and restaurant implement noise attenuation measures in accordance with a Noise Management Plan prepared specifically for the proposed use and that has previously been submitted to and endorsed by the Environment Protection Authority, or its successor;</p> |
| UNIT
SUBSIDIARY | <p>(e) Not to use any unit subsidiary to that unit as a habitation;</p> |
| SERVICE AREAS | <p>(f) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the unit is suitably screened from public view;</p> |
| BUILDING
SUBJECT TO
APPROVAL | <p>(g) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building on the parcel or make any structural alterations to the unit;</p> |



- | | | |
|-----------------------|-----|---|
| REPAIR | (h) | That the Lessee shall at all times during the said term maintain repair and keep in repair the unit and any unit subsidiary to the satisfaction of the Authority excluding any defined parts under the provisions of the <u>Unit Titles Act 2001</u> ; |
| 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 unit and any unit subsidiary the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee; |
| RIGHT OF INSPECTION | (j) | To permit any person or persons authorised by the Authority to enter upon the unit or any unit subsidiary at all reasonable times and in any reasonable manner to inspect the unit; |
| RATES AND CHARGES | (k) | To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the unit as and when they are due for payment; |
| PRESERVATION OF TREES | (l) | That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree: <ul style="list-style-type: none"> (i) that has been identified in a development approval for retention during the period allowed for construction of the building; (ii) to which the <u>Tree Protection Act 2005</u>, applies; |

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MINERALS
AND WATER

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

4. The Commonwealth covenants with each of the Lessees of all the units as follows:

QUIET
ENJOYMENT

That the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the unit without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority.

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

TERMINATION

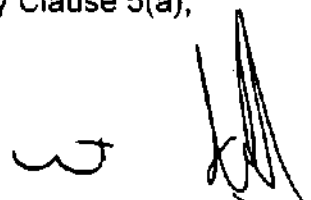
- (a) That if:

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

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

ACCEPTANCE OF (b)
RENT

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

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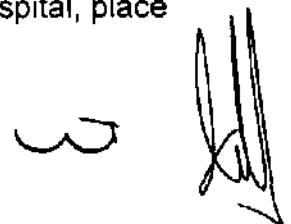
- FURTHER LEASE (c) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
- NOTICES (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the Unit or at the registered office or last known address of the Lessee or affixed in a conspicuous position on the Unit;
- EXERCISE OF POWERS (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
- (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

6. In this schedule unless the contrary intention appears:

- (a) "apartment" means a dwelling located within a building containing two or more dwellings and which is not an attached house;
- (b) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (c) "boarding house" means the use of the parcel of land to principally provide long term accommodation where meals, laundry or other services are provided only to those residents of the boarding house, and which is not licensed to sell liquor;
- (d) "building" means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;

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- (e) "bulky goods retailing" means a shop which includes a loading dock within the building, and where the goods or materials sold or displayed are of such a size, shape or weight as to require:
 - (i) a large area for handling, storage or display; and/or
 - (ii) direct vehicular access to the site by members of the public, for the purpose of loading goods or materials into their vehicles after purchase, but does not include any shop used primarily for the sale of food or clothing;
- (f) "business agency" means the use of the parcel of land for the purpose of providing a commercial service directly and regularly to the public;
- (g) "car park" means the use of the parcel of land specifically allocated for the parking of motor vehicles;
- (h) "class" for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- (i) "commercial accommodation unit" means a room or suite of rooms that is made available on a commercial basis for short-term accommodation. A commercial accommodation unit may comprise a dwelling but not a room or suite of rooms within a dwelling. It does not include any associated facility such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which is also available for use by non occupant members of the public;
- (j) "community activity centre" means the use of the parcel of land by a public authority or a body of persons associated for the purpose of providing for the social well being of the community;
- (k) "community theatre" means the use of the parcel of land for a theatre, cinema, concert hall, auditorium or theatrette run by non-profit organisations;
- (l) "community use" means child care centre, community activity centre, community theatre, cultural facility, educational establishment, health facility, hospital, place of worship and religious associated use;

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- (m) "craft workshop" means the use of the parcel of land for the manufacture, primarily by manual methods, of craft articles such as leatherwork, pottery, woodwork, hand woven goods and the like;
- (n) "cultural facility" means the use of the parcel of land for the purpose of cultural activities to which the public normally has access, but does not include a shop for art, craft or sculpture dealer;
- (o) "department store" means a shop in which goods are sold by separate departments within the shop and from which a significant amount or proportion of retail sales occur from at least four of the following types of goods: furniture and floor coverings; fabrics and household textiles; clothing; footwear; household appliances; china; glassware and domestic hardware;
- (p) "dual occupancy housing" means the use of the parcel of land that was originally used or leased for the purposes of single dwelling housing for two dwellings;
- (q) "dwelling":
 - (i) means a class 1 building, or a self-contained part of a class 2 building, that:
 - (A) includes the following that are accessible from within the building, or the self-contained part of the building:
 - (1) not more than 2 kitchens;
 - (2) at least 1 bath or shower;
 - (3) at least 1 toilet plan; and
 - (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and
 - (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;
- (r) "educational establishment" means the use of the parcel of land for the purpose of tuition, training or research directed towards the discovery or application of knowledge, whether or not for the purposes of gain, and may include associated residential accommodation;

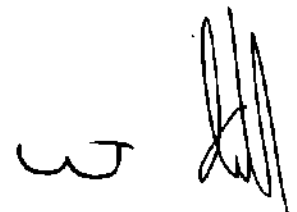
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del

- (s) "financial establishment" means the use of the parcel of land for the primary purpose of providing finance, investing money, and providing services to lenders, borrowers and investors on a direct and regular basis;
- (t) "guest house" means the use of the parcel of land for one or more commercial accommodation units and where common or shared facilities are provided for the provision of services such as meals and laundry to occupants of the premises but not to non occupant members of the public;
- (u) "health facility" means the use of the parcel of land for providing health care services (including diagnosis, preventative care or counselling) or medical or surgical treatment to out-patients only;
- (v) "hospital" means the use of the parcel of land for the medical care (including diagnosis, preventative care and counselling) of in-patients, whether or not out-patients are also provided with care or treatment, and may include associated residential accommodation;
- (w) "indoor recreation facility" means the use of the parcel of land for sporting activities where such use is primarily indoors;
- (x) "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;
- (y) "motel" means the use of the parcel of land for one or more commercial accommodation units and where the units are provided with convenient space for parking of

motor vehicles. It may also include associated facilities such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which are also available for use by non occupant members of the public. A motel may be licensed under the Liquor Act 2010;

- (z) "multi-unit housing" means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (aa) "non-retail commercial use" means business agency, financial establishment, office and public agency;
- (bb) "office" means the use of the parcel of land for the purpose of administration, clerical, technical, professional or like business activities, including a government office, which does not include dealing with members of the public on a direct and regular basis except where this is ancillary to the main purpose of the office;
- (cc) "outdoor recreation facility" means the use of the parcel of land for a recreation facility serving the sporting or recreational needs of people where the activities are undertaken predominantly outdoors;
- (dd) "pedestrian plaza" means an open or sheltered area other than part of a building, used principally for free pedestrian movement in which vehicular traffic is forbidden or limited;
- (ee) "personal service" means a shop used primarily for selling services and in which the sale of goods is ancillary to the service provided;
- (ff) "place of assembly" means the use of the parcel of land for gatherings of people to attend functions, whether or not for the purposes of gain;
- (gg) "premises" means the parcel of land and any building or other improvements on the parcel of land;

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- (hh) "public agency" means the use of the parcel of land for the purpose of providing a public service directly and regularly to the public and includes a government agency, which provides a commercial service to the public;
- (ii) "residential use" means caretaker's residence, multi-unit housing, residential care accommodation, retirement village, retirement village scheme, secondary residence, single dwelling housing and supportive housing;
- (jj) "restaurant" means the use of the parcel of land for the primary purpose of providing food for consumption on the premises whether or not the premises are licensed premises under the Liquor Act 2010 and whether or not entertainment is provided;
- (kk) "retail plant nursery" means a shop used for the propagation and sale of plants, shrubs, trees and garden supplies;
- (ll) "serviced apartment" means an apartment that is used as a commercial accommodation unit;
- (mm) "shop" means the use of the parcel of land for the purpose of selling, exposing or offering the sale by retail or hire, goods and personal services and includes bulky goods retailing, department store, personal service, retail plant nursery, supermarket and take-away food shop;
- (nn) "supermarket" means a large shop selling food and other household items where the selection of goods is organised on a self-service basis;
- (oo) "take-away food shop" means a shop, which is predominantly for the preparation of food and refreshments for consumption elsewhere;
- (pp) "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);



- (qq) "tourist facility" means the use of the parcel of land for providing entertainment, recreation, cultural or similar facilities for use mainly by the general touring or holidaying public and may include a restaurant, cafe, bar, service station, tourist accommodation and the retail sale of arts and crafts, souvenirs, antiques and the like;
- (rr) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (ss) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (tt) words in the singular include the plural and vice versa;
- (uu) words importing one gender include the other genders;
- (vv) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

Dated this... Sixteenth day of December 2019.



Lyn Tanke

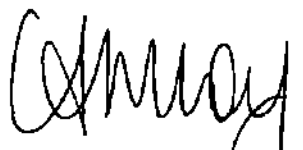
a delegate of the Planning and Land
Authority in exercising its functions

LESSEE: **TNRC PTY LIMITED ACN 151 527 141**

by its attorney ALFONSO
DEL RIO pursuant to Power
of Attorney ACT Registration
No. 0144120



witness:



AMANDA NOY

Form 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 4802

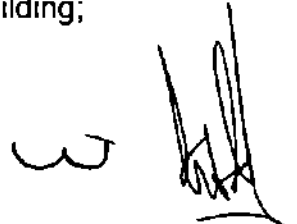
Block 52 Section 60 Division of KINGSTON

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

1. The term of the lease expires on the twenty ninth day of October Two thousand one hundred and eighteen.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Owners - Units Plan No. 4802 ("the Owners Corporation") covenants with Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:
 - (a) To pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
 - (b) To use the common property for the purpose of carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the Owners Corporation PROVIDED THAT these uses are consistent with the permitted purposes of the units;
 - (c) Not to erect any building or make any structural alterations in any building or part of a building or other improvement on the common property without the previous approval in writing of the Authority, except where exempt by law;
 - (d) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;

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- (e) except where necessary for compliance with Clause 3(d) of this lease not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Authority;
- (f) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair any building part of a building landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the parcel of land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the repairs and maintenance needed require the Owners Corporation to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Owners Corporation require the Owners Corporation to remove the building or improvement and may require the Owners Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Owners Corporation does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
- (g) To permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the parcel of land forming the common property;
- (h) That the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the common property is suitably screened from public view;
- (i) That the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building;
 - (ii) to which the Tree Protection Act 2005, applies;

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- (j) All minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.
4. It is mutually covenanted and agreed by the Commonwealth of Australia and the Owners Corporation as follows:
- (a) That if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;
 - (b) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
 - (c) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.
5. In this schedule unless the contrary intention appears:
- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
 - (b) "building" means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
 - (c) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No. ~~4802~~ ';
 - (d) "premises" means the parcel of land and any building or other improvements on the parcel of land;

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- (e) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (f) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (g) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (h) words in the singular include the plural and vice versa;
- (i) words importing one gender include the other genders;
- (j) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

Dated this.....Sixteenth..... day of.....December.....2019.



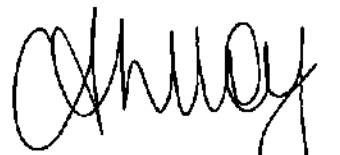
Lyn Tankey

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

LESSEE: **TNRC PTY LIMITED ACN 151 527 141**

by its attorney Alfonso
DEL RIO pursuant to Power
of Attorney ACT Registration
No. 0144120

Witness:



AMANDA MAY





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	47	Block	52	Section	60	Suburb	KINGSTON
------	----	-------	----	---------	----	--------	----------

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: 81528	Dated: 12-DEC-19	

Please Note: Compliance Certificate 81528 (issued 12/12/2019) 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: 05-JUN-26 11:41:24

E-mail Address :

actenquiries@infotrack.com.au

Client Reference : 2600476: Sale of 214/17 The Ca - 19656835



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

05-JUN-2026 11:41

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

KINGSTON Section 60/Block 52/Unit 47

Building Class: A

Area(m2): 1,799.4

Unimproved Value: \$6,140,000

Year: 2025

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA202037707 **Lodged** 21-OCT-20 **Type** See Subclass

-- Application Details -----

Description

EXISTING RESIDENTIAL DEVELOPMENT - Alterations and additions to existing unit and balcony, retractable roof, spa and associated works.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Kingston	60	52-52	64

-- Involved Parties -----

Role	Name
Lessee	Gavin Reid
Applicant	Louise Forsyth
Representor	Rayner, N T & J M
Representor	Twala, Thabile

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

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

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



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

05-JUN-2026 11:41

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 2

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 -----

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

The Owners - Units Plan No. 4802

Unit No: 214

Lot No: 47

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: **96**

Total Building Entitlements: **10,000**

Managing Agent

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

Contact Phone Number: **0261850347**

Corporation's records can be inspected at

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

Contact Phone Number: **0261850347**

Members of Corporation's executive committee

Office	Name	Address
Chairperson		
Secretary		
Treasurer		
Committee	Brienne Connor	109/17 The Causeway Kingston ACT 2604
	Natalie Southwell	310/17 The Causeway Kingston ACT 2604
	Nigel Rayner	311/17 The Causeway Kingston ACT 2604
	Denise Steele	406/17 The Causeway Kingston ACT 2604

UNIT TITLE SALE CERTIFICATE**Section 119 (1) (a)****Units Plan No. 4802 - Unit 214****Funds Details****Contributions payable to Administration Fund:**Total amount last determined with respect of the unit **\$3,346.88**Number of instalments payable **4****Instalment Details:-**

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/07/25 to 30/09/25	836.72	28/07/25	21/07/25	0.00	28/07/25
01/10/25 to 31/12/25	836.72	01/10/25	03/10/25	0.00	01/10/25
01/01/26 to 31/03/26	836.72	01/01/26	06/01/26	0.00	01/01/26
01/04/26 to 30/06/26	836.72	01/04/26		0.00	01/04/26

Amount (if any) outstanding (credit shown with -) **\$836.72**Paid to **31/03/26****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 **\$536.52**Number of instalments payable **4****Instalment Details:-**

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/07/25 to 30/09/25	134.13	28/07/25	21/07/25	0.00	28/07/25
01/10/25 to 31/12/25	134.13	01/10/25	03/10/25	0.00	01/10/25
01/01/26 to 31/03/26	134.13	01/01/26	06/01/26	0.00	01/01/26
01/04/26 to 30/06/26	134.13	01/04/26		0.00	01/04/26

Amount (if any) outstanding (credit shown with -) **\$134.13**Paid to **31/03/26****Special contributions payable to Sinking Fund:**

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By
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Amount (if any) outstanding (credit shown with -) **Nil****Other Levies**

Purpose	Period	Amount	Due Date	Date Paid	Discount	If Paid By
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Amount (if any) outstanding (credit shown with -) **Nil**

UNIT TITLE SALE CERTIFICATE**Section 119 (1) (a)****Units Plan No. 4802 - Unit 214****Other amounts owing**

Rate of interest payable	10.00	per cent	Interest Owing	\$16.23
Purpose		Fund	Due Date	Amount Due
Other		Other		203.50

Amount (if any) outstanding (credit shown with -) **\$203.50**Total amount due and payable as at the date of this Certificate (credit shown with -): **\$1,190.58****Insurance Policies**

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Due Date	Date when last premium paid	Amount of last premium
<i>BUILDING</i> STRATA COMMUNITY INSURANCE	POL11100433	40,731,325.00	01/12/26		47,259.36
<i>LOSS OF RENT</i> STRATA COMMUNITY INSURANCE	POL11100433	6,109,699.00	01/12/26		
<i>BUILDING CATASTROPHE</i> STRATA COMMUNITY INSURANCE	POL11100433	6,109,699.00	01/12/26		
<i>PUBLIC LIABILITY</i> STRATA COMMUNITY INSURANCE	POL11100433	20,000,000.00	01/12/26		
<i>FIDELITY GUARANTEE</i> STRATA COMMUNITY INSURANCE	POL11100433	100,000.00	01/12/26		
<i>OFFICE BEARERS</i> STRATA COMMUNITY INSURANCE	POL11100433	2,000,000.00	01/12/26		
<i>VOLUNTARY WORKERS</i> STRATA COMMUNITY INSURANCE	POL11100433	\$200,000/\$2,000	01/12/26		
<i>GOVT AUDIT COSTS</i> STRATA COMMUNITY INSURANCE	POL11100433	25,000.00	01/12/26		
<i>APPEAL EXPENSES</i> STRATA COMMUNITY INSURANCE	POL11100433	100,000.00	01/12/26		
<i>MACHINERY BREAKDOWN</i> STRATA COMMUNITY INSURANCE	POL11100433	100,000.00	01/12/26		
<i>LOT OWNERS FIXTURES</i> STRATA COMMUNITY INSURANCE	POL11100433	300,000.00	01/12/26		
<i>COMMON AREA CONTENTS</i> STRATA COMMUNITY INSURANCE	POL11100433	407,313.00	01/12/26		
<i>LEGAL DEFENSE</i> STRATA COMMUNITY INSURANCE	POL11100433	50,000.00	01/12/26		

Fund Balances

Balances as at: 05 June 2026

Administrative Fund	210,674.62
Sinking Fund	192,501.25

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 4802 - Unit 214

Developer Control Period

Developer Control Period Expiry Date: Yes

Borrowed Money

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

Sustainability Infrastructure

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

Crown Lease Extension Application

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

No

Ongoing Development Approval

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

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

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

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

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 4802 - Unit 214

Embedded Network

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

(i) Which utility service the embedded network applies to

Not applicable

(ii) The name of the embedded network provider

Not applicable

Dated at Canberra the **05 June 2026**

DMcCarthy





CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	POL11100433
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED SITUATION	The Owners - Units Plan No 4802 17 The Causeway, Kingston, ACT, 2604
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 01/12/2025 Expiry Date: 4:00pm on 01/12/2026
INTERMEDIARY	Arthur J. Gallagher
ADDRESS	PO Box 263, Deakin West, ACT, 2600
DATE OF ISSUE	18/12/2025

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$40,731,325
		Common Area Contents	\$407,313
	PART B	2. Terrorism Cover under Section 1 Part A2	Applies
		Loss of Rent/Temporary Accommodation	\$6,109,699
		OPTIONAL COVERS	
SECTION 2	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
		3. Lot Owners' Wall Coverings	Included
	Liability		\$20,000,000
	Voluntary Workers		Included
	Workers Compensation		Selected
	Fidelity Guarantee		\$100,000
SECTION 3	Office Bearers' Liability		\$2,000,000
	Machinery Breakdown		\$100,000
	Catastrophe		\$6,109,699
	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
SECTION 4	PART C	Legal Defence Expenses	\$50,000
	Lot Owners' Fixtures and Improvements		\$300,000
	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy

may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

Insurance Valuation Report

For

Kingsborough Block D

17 The Causeway, Kingston ACT 2604

Scheme Number: 4802



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 203463

29 April 2024

Professional Indemnity Insurance Policy Number 1411189338PLP

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



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SECTION 1 – INSURANCE VALUATION SUMMARY

1.1 Purpose of Report

We have been instructed by the Body Corporate to provide a building replacement valuation report that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at **17 The Causeway, Kingston ACT 2604**.

1.2 Property Address

The property is situated at **17 The Causeway, Kingston ACT 2604**.

1.3 Description of Building

The property is developed as a six-storey mixed use residential and commercial complex comprising total eighty-two lots with allocated secure car parking spaces at two levels of basement. Access to upper floor is by internal staircases and two passenger lifts. Common property includes communal area, entertainment area, BBQ facilities, access driveways, boundary walls & fences and site landscaping.
In accordance with the plans provided the date of registration is 2019.

1.4 Client

The Proprietors Kingsborough Block D.

1.5 Replacement Value

Recommended Insured Value: \$36,930,000 (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: \$28,200,000

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 \$2,540,000

Progressive Subtotal: \$30,740,000

Professional Fees: \$2,770,000

Progressive Subtotal: \$33,510,000

Removal of Debris: \$1,410,000

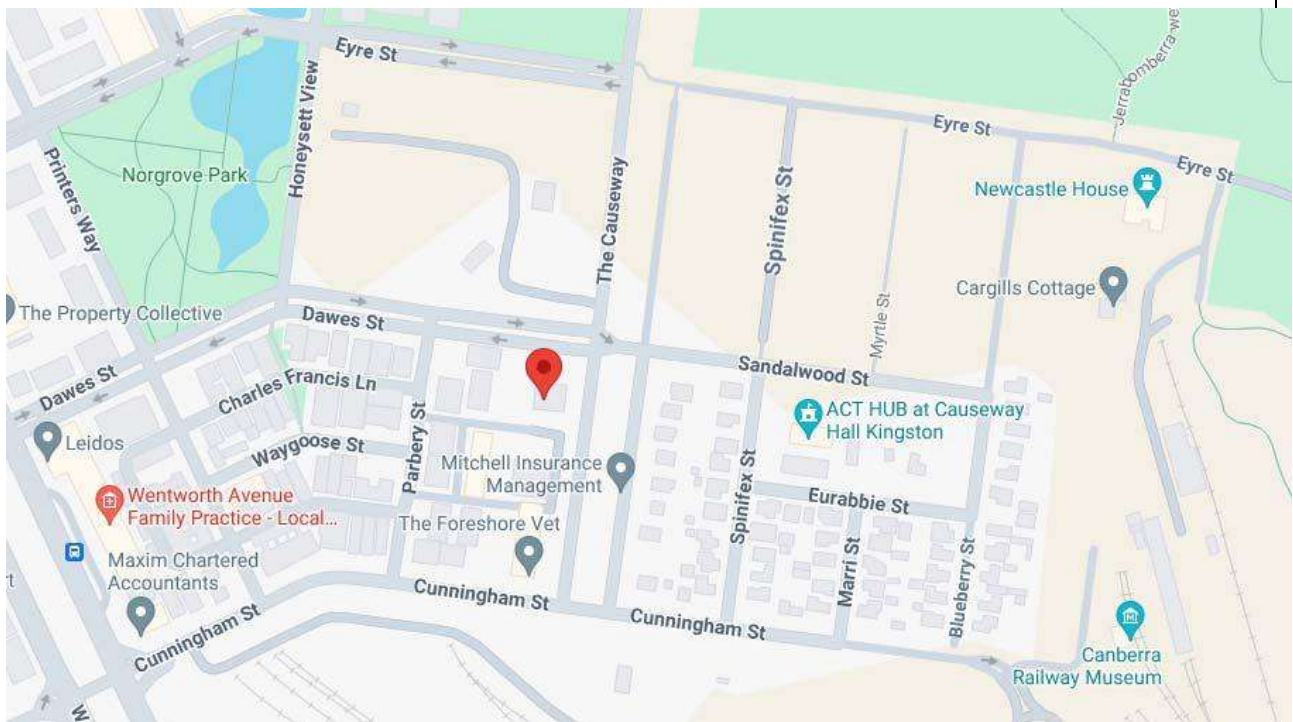
Progressive Subtotal: \$34,920,000

Cost Escalation for Insurance Policy Lapse Period: \$2,010,000

Progressive Subtotal: \$36,930,000

Recommended Insured Value: \$36,930,000 (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: Concrete and brickwork masonry.

EXTERNAL WALL FINISHES: Concrete panels, Brick veneer, and Colorbond claddings.

3.4.1.3 *ROOF STRUCTURE*

ROOF CONSTRUCTION: Reinforced concrete low-pitched roof.

ROOFING: Cliplock metal sheeting.

3.4.1.4 *DRIVEWAY STRUCTURE*

DRIVEWAY CONSTRUCTION: Concrete.

3.5 *AREAS NOT INSPECTED - TYPICAL*

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

3.6 *SCOPE*

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

3.7 EXCLUSIONS

An Insurance Valuation Report does not cover or deal with:

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

SECTION 4 – SITE PHOTOGRAPHS



Sinking Fund Plan

Kingsborough Block D v3
17 The Causeway, Kingston, ACT 2604
Scheme Number: 4802



COMPILED BY SIMON VINCENT

**On 21 July 2025 for the
15 Years Commencing: 1 May 2025
QIA Job Reference Number: 209654**

Professional Indemnity Insurance Policy Number 1411189338 PLP
© QIA Group Pty Ltd

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QIA Group Pty Ltd

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INTRODUCTION

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

LOCATION

17 The Causeway, Kingston, ACT 2604

REPORT SUMMARY

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

We recommend that the Sinking Fund Report be regularly updated to ensure that an accurate assessment of how the scheme land, building and facilities are aging and to incorporate into the Report any major changes brought about by legislation, or pricing.

The Sinking Fund Levy per entitlement already set (GST incl) is:	\$4.97
Number of Lot/Unit Entitlements:	10000
Opening Balance:	\$109,431.00
The proposed Sinking Fund Levy per entitlement (GST incl) is:	\$5.59

METHODOLOGY

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

The report will generally categorise costs as follows:

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

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

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

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

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

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

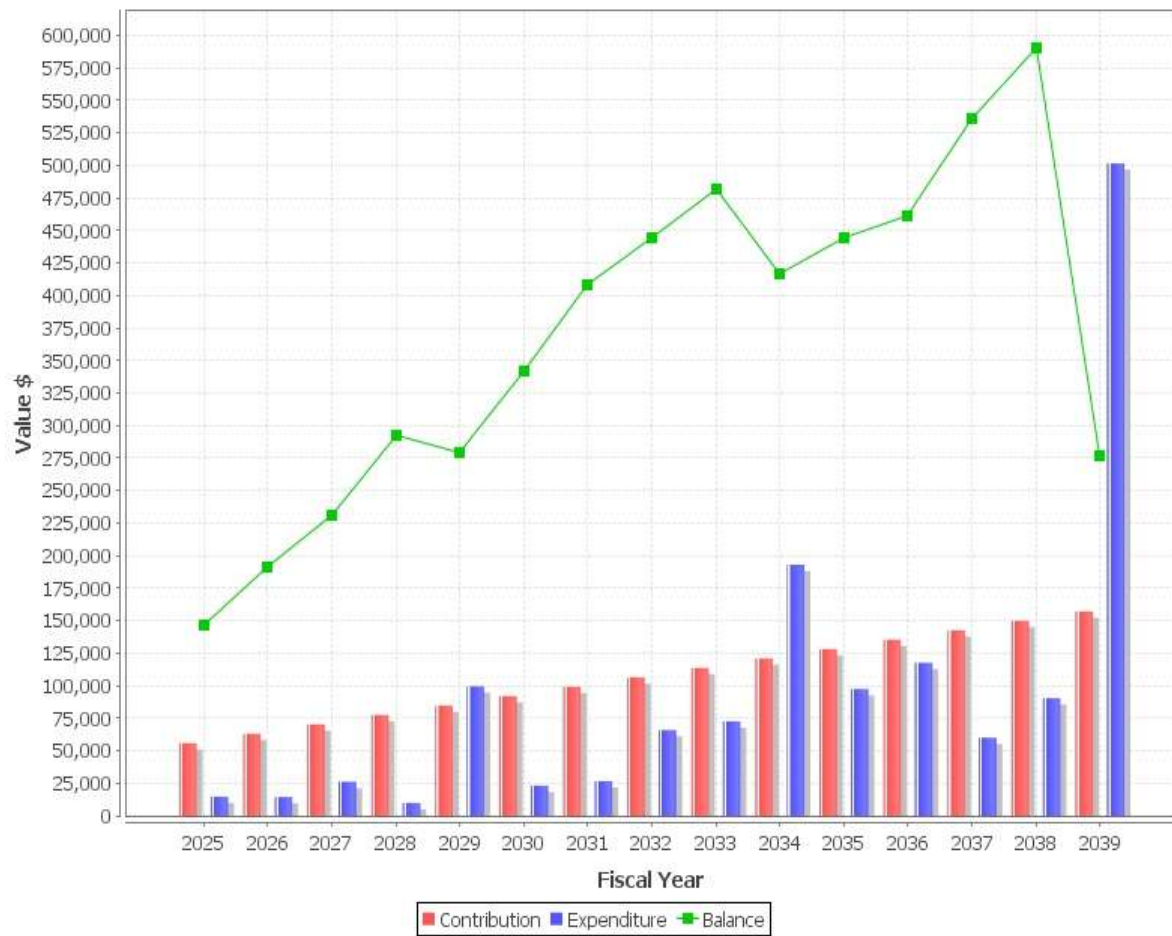
If the amounts provided for are not expended in any one year they will be accumulated to meet expenditures in future years although it has been our experience that some form of capital expenditure occurs every year and not all of it is accounted for via the specific line items in our report.

An allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST has been applied to the levies and expenses proposed in this report – input tax credits have been accounted for and are shown in the ***Financial Summary Table*** in this report.

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

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income						Expenses	Closing Balance	
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A. Ex GST	GST	Contribution Total P.A. Incl GST	Contribution per Entitlement Ex GST	GST	Contribution per Entitlement Inc GST	Input Tax Credits	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/05/2025	\$109,431	\$50,808	\$5,081	\$55,889	\$5.08	\$0.51	\$5.59	\$1,349	\$14,839	\$146,749
2	01/05/2026	\$146,749	\$57,386	\$5,739	\$63,125	\$5.74	\$0.57	\$6.31	\$1,318	\$14,495	\$190,958
3	01/05/2027	\$190,958	\$63,965	\$6,396	\$70,361	\$6.40	\$0.64	\$7.04	\$2,379	\$26,165	\$231,136
4	01/05/2028	\$231,136	\$70,543	\$7,054	\$77,597	\$7.05	\$0.71	\$7.76	\$900	\$9,903	\$292,676
5	01/05/2029	\$292,676	\$77,121	\$7,712	\$84,833	\$7.71	\$0.77	\$8.48	\$9,053	\$99,583	\$279,266
6	01/05/2030	\$279,266	\$83,699	\$8,370	\$92,069	\$8.37	\$0.84	\$9.21	\$2,104	\$23,146	\$341,923
7	01/05/2031	\$341,923	\$90,277	\$9,028	\$99,305	\$9.03	\$0.90	\$9.93	\$2,421	\$26,627	\$407,994
8	01/05/2032	\$407,994	\$96,855	\$9,686	\$106,541	\$9.69	\$0.97	\$10.65	\$6,006	\$66,067	\$444,789
9	01/05/2033	\$444,789	\$103,434	\$10,343	\$113,777	\$10.34	\$1.03	\$11.38	\$6,601	\$72,606	\$482,216
10	01/05/2034	\$482,216	\$110,012	\$11,001	\$121,013	\$11.00	\$1.10	\$12.10	\$17,546	\$193,005	\$416,769
11	01/05/2035	\$416,769	\$116,590	\$11,659	\$128,249	\$11.66	\$1.17	\$12.82	\$8,857	\$97,432	\$444,784
12	01/05/2036	\$444,784	\$123,168	\$12,317	\$135,485	\$12.32	\$1.23	\$13.55	\$10,693	\$117,627	\$461,018
13	01/05/2037	\$461,018	\$129,746	\$12,975	\$142,721	\$12.97	\$1.30	\$14.27	\$5,469	\$60,158	\$536,075
14	01/05/2038	\$536,075	\$136,325	\$13,632	\$149,957	\$13.63	\$1.36	\$15.00	\$8,223	\$90,453	\$590,170
15	01/05/2039	\$590,170	\$142,903	\$14,290	\$157,193	\$14.29	\$1.43	\$15.72	\$45,581	\$501,396	\$277,258

SINKING FUND FORECAST MOVEMENT

SUMMARY OF ANNUAL FORECAST EXPENDITURE

May 2025		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$4,753
EXTERNAL WORKS		
- Replace bin rooms roller door motors		\$1,732
LANDSCAPING		
- Provision to maintain irrigation pipework fixings/fittings		\$500
FIRE PROTECTION SYSTEMS		
- Provision to replace portable fire extinguishers		\$4,851
- Install/replace sensors/exit signage/emergency lighting		\$3,003
<u>Total Forecast Expenditure for year - May 2025 (Inc GST):</u>		<u>\$14,839</u>
Includes GST amount of :		\$1,349
May 2026		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$4,990
FURNITURE & FITTINGS		
- Ongoing partial replacement of exterior common lighting		\$1,213
LANDSCAPING		
- Provision for ongoing tree replacements/mulching		\$1,500
LAUNDRY		
- Provision to replace washing machines/dryers		\$6,791
<u>Total Forecast Expenditure for year - May 2026 (Inc GST):</u>		<u>\$14,495</u>
Includes GST amount of :		\$1,318

May 2027		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$5,240
BASEMENT		
- Repaint line marking		\$5,348
FURNITURE & FITTINGS		
- Provision to upgrade swipe/card readers		\$1,528
- Provision to upgrade security cameras & associated equipment		\$4,075
LANDSCAPING		
- Provision to maintain irrigation pipework fixings/fittings		\$551
FIRE PROTECTION SYSTEMS		
- Install/replace sensors/exit signage/emergency lighting		\$3,311
PLANT & EQUIPMENT		
- Replace sewer pumps		\$5,094
RECREATION AREA		
- Maintain pavers 10% of total		\$1,019
<u>Total Forecast Expenditure for year - May 2027 (Inc GST):</u>		<u>\$26,165</u>
Includes GST amount of :		\$2,379

May 2028		Expense Inc GST
SUPERSTRUCTURE		
- Provision to replace balustrade/handrail fixings		\$1,411
- Capital Replacement - General		\$5,502
FURNITURE & FITTINGS		
- Ongoing partial replacement of exterior common lighting		\$1,337

LANDSCAPING

- Provision for ongoing tree replacements/mulching	\$1,654
--	---------

<u>Total Forecast Expenditure for year - May 2028 (Inc GST):</u>	<u>\$9,903</u>
--	----------------

Includes GST amount of :	\$900
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May 2029

Expense Inc GST

SUPERSTRUCTURE

- Repaint soffits	\$9,855
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- Scaffold/access equip allowance	\$36,137
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- Repaint door face	\$14,292
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- Repaint atrium beams	\$6,879
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- Capital Replacement - General	\$5,777
---------------------------------	---------

BASEMENT

- Repaint walls/bollards	\$4,106
--------------------------	---------

- Repaint door face	\$2,022
---------------------	---------

- Replace main garage doors motors	\$8,423
------------------------------------	---------

LANDSCAPING

- Provision to maintain irrigation pipework fixings/fittings	\$608
--	-------

FIRE PROTECTION SYSTEMS

- Install/replace sensors/exit signage/emergency lighting	\$3,650
---	---------

STAIRWELL

- Repaint door face	\$4,324
---------------------	---------

RECREATION AREA

- Replace outdoor furniture in 5 years	\$3,510
--	---------

<u>Total Forecast Expenditure for year - May 2029 (Inc GST):</u>	<u>\$99,583</u>
--	-----------------

Includes GST amount of :	\$9,053
--------------------------	---------

May 2030	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$6,066
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior common lighting	\$1,474
- Provision to replace door closers 10% of total	\$516
LANDSCAPING	
- Provision for ongoing tree replacements/mulching	\$1,823
FIRE PROTECTION SYSTEMS	
- Provision to replace portable fire extinguishers	\$6,191
PLANT & EQUIPMENT	
- Replace sewer pumps	\$5,896
RECREATION AREA	
- Maintain pavers 10% of total	\$1,179
<u>Total Forecast Expenditure for year - May 2030 (Inc GST):</u>	<u>\$23,146</u>
Includes GST amount of :	\$2,104

May 2031	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace balustrade/handrail fixings	\$1,633
- Capital Replacement - General	\$6,369
EXTERNAL WORKS	
- Ongoing partial maintenance of walkways 5% of total	\$6,656
- Replace bin rooms roller door motors	\$2,322
FURNITURE & FITTINGS	
- Provision to upgrade swipe/card readers	\$1,857
- Replace ZIP instant hot water unit	\$3,096

LANDSCAPING

- Provision to maintain irrigation pipework fixings/fittings	\$670
--	-------

FIRE PROTECTION SYSTEMS

- Install/replace sensors/exit signage/emergency lighting	\$4,024
---	---------

<u>Total Forecast Expenditure for year - May 2031 (Inc GST):</u>	<u>\$26,627</u>
--	-----------------

Includes GST amount of :	\$2,421
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May 2032

	Expense
	Inc GST

SUPERSTRUCTURE

- Replace atrium/internal areas synthetic grass	\$11,701
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- Capital Replacement - General	\$6,688
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EXTERNAL WORKS

- Maintain common pipework	\$6,842
----------------------------	---------

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior common lighting	\$1,625
---	---------

- Provision to replace door closers 10% of total	\$569
--	-------

LANDSCAPING

- Provision for ongoing tree replacements/mulching	\$2,010
--	---------

ROOF

- Maintain metal roof fixings/flashings	\$8,126
---	---------

LAUNDRY

- Maintain tiles 10% of total	\$1,203
-------------------------------	---------

RECREATION AREA

- Replace synthetic grass in 8 years	\$27,303
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<u>Total Forecast Expenditure for year - May 2032 (Inc GST):</u>	<u>\$66,067</u>
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Includes GST amount of :	\$6,006
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May 2033		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$7,022
BASEMENT		
- Replace stormwater pumps		\$9,556
FURNITURE & FITTINGS		
- Provision to replace solar inverters		\$5,119
LANDSCAPING		
- Provision for replacement of metal planter box/pots 20% of total		\$8,191
- Provision to maintain irrigation pipework fixings/fittings		\$739
FIRE PROTECTION SYSTEMS		
- Install/replace sensors/exit signage/emergency lighting		\$4,437
ROOF		
- Provision to replace guttering/downpipes in 23 years (partial accrual)		\$19,795
PLANT & EQUIPMENT		
- Replace sewer pumps		\$6,826
LAUNDRY		
- Provision to replace washing machines/dryers		\$9,556
RECREATION AREA		
- Maintain pavers 10% of total		\$1,365
<u>Total Forecast Expenditure for year - May 2033 (Inc GST):</u>		<u>\$72,606</u>
Includes GST amount of :		\$6,601
May 2034		Expense Inc GST
SUPERSTRUCTURE		
- Replace external door/frame 20% of total		\$5,160

- Provision to replace balustrade/handrail fixings	\$1,890
- Capital Replacement - General	\$7,373

BASEMENT

- Provision for CO sensor replacement	\$8,887
- Maintain/repair main garage doors running gear	\$5,196

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior common lighting	\$1,792
- Provision to upgrade intercom systems & associated equipment	\$60,777
- Provision to replace door closers 10% of total	\$627

LANDSCAPING

- Provision for ongoing tree replacements/mulching	\$2,216
--	---------

FIRE PROTECTION SYSTEMS

- Provision to upgrade Fire Panel & associated detection equipment	\$80,809
- Provision to replace fire hose reels	\$5,913

RECREATION AREA

- Provision to replace playground equipment	\$6,809
- Replace BBQ in 10 years	\$5,555

Total Forecast Expenditure for year - May 2034 (Inc GST): **\$193,005**

Includes GST amount of : **\$17,546**

May 2035

Expense
Inc GST

SUPERSTRUCTURE

- Provision for partial balcony membrane replacement	\$41,390
- Capital Replacement - General	\$7,742

BASEMENT

- Repaint line marking	\$7,902
------------------------	---------

EXTERNAL WORKS

- Ongoing partial maintenance of walkways 5% of total	\$8,090
---	---------

FURNITURE & FITTINGS

- Provision to upgrade swipe/card readers	\$2,258
---	---------

- Provision to upgrade security cameras & associated equipment	\$6,020
--	---------

LANDSCAPING

- Provision for replacement of metal planter box/pots 20% of total	\$9,031
--	---------

- Provision to maintain irrigation pipework fixings/fittings	\$814
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FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$7,902
--	---------

- Install/replace sensors/exit signage/emergency lighting	\$4,892
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LAUNDRY

- Maintain tiles 10% of total	\$1,392
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<u>Total Forecast Expenditure for year - May 2035 (Inc GST):</u>	<u>\$97,432</u>
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Includes GST amount of :	\$8,857
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May 2036	Expense Inc GST
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SUPERSTRUCTURE

- Replace external door/frame 20% of total	\$5,689
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- Capital Replacement - General	\$8,129
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BASEMENT

- Replace exhaust/supply fans + variable speed controllers in 12 years	\$58,671
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EXTERNAL WORKS

- Replace bin room exhaust fan	\$4,623
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FENCING

- Provision to replace powder coated baluster/colorbond fencing in 30 years (partial accrual) \$5,976

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior common lighting \$1,975
- Provision to replace door closers 10% of total \$691

LANDSCAPING

- Provision for ongoing tree replacements/mulching \$2,443

ROOF

- Provision to replace solar panels in 22 years (partial accrual) \$19,948

PLANT & EQUIPMENT

- Replace sewer pumps \$7,902

RECREATION AREA

- Maintain pavers 10% of total \$1,580

Total Forecast Expenditure for year - May 2036 (Inc GST): \$117,627

Includes GST amount of : \$10,693

May 2037

Expense
Inc GST

SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings \$2,188
- Capital Replacement - General \$8,535

BASEMENT

- Provision to replace main garage doors in 25 years (partial accrual) \$6,015

EXTERNAL WORKS

- Replace bin rooms roller door motors \$3,111

LANDSCAPING

- Provision for replacement of metal planter box/pots 20% of total \$9,956

- Provision to maintain irrigation pipework fixings/fittings \$898

FIRE PROTECTION SYSTEMS

- Install/replace sensors/exit signage/emergency lighting \$5,393

ROOF

- Provision to replace guttering/downpipes in 23 years (partial accrual) \$24,061

Total Forecast Expenditure for year - May 2037 (Inc GST): \$60,158

Includes GST amount of : \$5,469

May 2038

Expense
Inc GST

SUPERSTRUCTURE

- Replace external door/frame 20% of total \$6,272

- Provision for partial balcony membrane replacement \$47,914

- Capital Replacement - General \$8,962

EXTERNAL WORKS

- Maintain common pipework \$9,169

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior common lighting \$2,178

- Provision to replace door closers 10% of total \$762

LANDSCAPING

- Provision for ongoing tree replacements/mulching \$2,694

ROOF

- Maintain metal roof fixings/flashings \$10,890

LAUNDRY

- Maintain tiles 10% of total \$1,612

Total Forecast Expenditure for year - May 2038 (Inc GST): \$90,453

Includes GST amount of : \$8,223

May 2039	Expense Inc GST
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SUPERSTRUCTURE

- Provision for renewal of building cladding	\$100,620
- Repaint soffits	\$16,053
- Scaffold/access equip allowance	\$58,863
- Repaint door face	\$23,280
- Repaint atrium beams	\$11,205
- Capital Replacement - General	\$9,410

BASEMENT

- Repaint walls/bollards	\$6,689
- Maintain ventilation ducting	\$6,860
- Repaint door face	\$3,293
- Replace main garage doors motors	\$13,721

EXTERNAL WORKS

- Ongoing partial maintenance of walkways 5% of total	\$9,833
- Provision to replace bin rooms roller doors in 25 years (partial accrual)	\$3,396
- Maintain bin room ventilation ducting	\$3,659

FURNITURE & FITTINGS

- Provision to replace mail boxes in 23 years (partial accrual)	\$7,516
- Provision to upgrade swipe/card readers	\$2,744

LANDSCAPING

- Provision for replacement of metal planter box/pots 20% of total	\$10,977
- Provision to maintain irrigation pipework fixings/fittings	\$990

FIRE PROTECTION SYSTEMS

- Install/replace sensors/exit signage/emergency lighting	\$5,946
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STAIRWELL

- Repaint door face	\$7,043
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PLANT & EQUIPMENT

- Provision for mechanical upgrade/interior refurbishment of lifts in 20 years (partial accrual)	\$175,285
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- Replace sewer pumps	\$9,147
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RECREATION AREA

- Maintain pavers 10% of total	\$1,829
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- Replace outdoor furniture in 5 years	\$5,717
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- Provision to replace pergola timber beams in 15 years	\$7,318
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<u>Total Forecast Expenditure for year - May 2039 (Inc GST):</u>	<u>\$501,396</u>
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Includes GST amount of :	\$45,581
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ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
SUPERSTRUCTURE																		
- Provision for renewal of building cladding	\$44,000	2039	20															100620
- Repaint soffits	\$7,020	2029	10					9855										16053
- Scaffold/access equip allowance	\$25,740	2029	10					36137										58863
- Repaint door face	\$10,180	2029	10					14292										23280
- Replace external door/frame 20% of total	\$2,880	2034	2										5160		5689		6272	
- Provision to replace balustrade/handrail fixings	\$1,055	2028	3				1411			1633			1890			2188		
- Provision for partial balcony membrane replacement	\$22,000	2035	3											41390			47914	
- Repaint atrium beams	\$4,900	2029	10					6879										11205
- Replace atrium/internal areas synthetic grass	\$7,200	2032	13								11701							
- Capital Replacement - General	\$4,115	2025	0	4753	4990	5240	5502	5777	6066	6369	6688	7022	7373	7742	8129	8535	8962	9410
BASEMENT																		
- Replace exhaust/supply fans + variable speed controllers in 12 years	\$29,700	2036	17												58671			
- Repaint line marking	\$4,200	2027	8			5348								7902				
- Provision for CO sensor replacement	\$4,960	2034	15										8887					
- Repaint walls/bollards	\$2,925	2029	10					4106										6689
- Maintain ventilation ducting	\$3,000	2039	20															6860
- Repaint door face	\$1,440	2029	10					2022										3293
- Provision to replace main garage doors in 25 years (partial accrual)	\$2,900	2037	4													6015		
- Maintain/repair main garage doors running gear	\$2,900	2034	15										5196					

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
- Replace main garage doors motors	\$6,000	2029	10					8423										13721
- Replace stormwater pumps	\$5,600	2033	14									9556						
EXTERNAL WORKS																		
- Maintain common pipework	\$4,210	2032	6								6842						9169	
- Ongoing partial maintenance of walkways 5% of total	\$4,300	2031	4							6656				8090				9833
- Replace bin rooms roller door motors	\$1,500	2025	6	1733						2322						3111		
- Provision to replace bin rooms roller doors in 25 years (partial accrual)	\$1,485	2039	5															3396
- Replace bin room exhaust fan	\$2,340	2036	17												4623			
- Maintain bin room ventilation ducting	\$1,600	2039	20															3659
FENCING																		
- Provision to replace powder coated baluster/colorbond fencing in 30 years (partial accrual)	\$3,025	2036	6												5976			
FURNITURE & FITTINGS																		
- Provision to replace mail boxes in 23 years (partial accrual)	\$3,287	2039	4															7516
- Ongoing partial replacement of exterior common lighting	\$1,000	2026	2		1213		1337		1474		1625		1792		1975		2178	
- Provision to upgrade swipe/card readers	\$1,200	2027	4			1528				1857				2258				2744
- Provision to upgrade security cameras & associated equipment	\$3,200	2027	8			4075								6020				
- Provision to upgrade intercom systems & associated equipment	\$33,920	2034	15										60777					
- Provision to replace door closers 10% of total	\$350	2030	2						516		569		627		691		762	
- Replace ZIP instant hot water unit	\$2,000	2031	12							3096								
- Provision to replace solar inverters	\$3,000	2033	12									5119						

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
LANDSCAPING																		
- Provision for replacement of metal planter box/pots 20% of total	\$4,800	2033	2									8191		9031		9956		10977
- Provision for ongoing tree replacements/mulching	\$1,237	2026	2		1500		1654		1823		2010		2216		2443		2694	
- Provision to maintain irrigation pipework fixings/fittings	\$433	2025	2	500		551		608		670		739		814		898		990
FIRE PROTECTION SYSTEMS																		
- Provision to upgrade Fire Panel & associated detection equipment	\$45,100	2034	15										80809					
- Provision to replace fire hose reels	\$3,300	2034	15										5913					
- Provision to replace portable fire extinguishers	\$4,200	2025	5	4851					6191					7902				
- Install/replace sensors/exit signage/emergency lighting	\$2,600	2025	2	3003		3311		3650		4024		4437		4892		5393		5946
ROOF																		
- Provision to replace guttering/downpipes in 23 years (partial accrual)	\$11,600	2033	4									19795				24061		
- Maintain metal roof fixings/flashings	\$5,000	2032	6								8126						10890	
- Provision to replace solar panels in 22 years (partial accrual)	\$10,098	2036	5												19948			
STAIRWELL																		
- Repaint door face	\$3,080	2029	10					4324										7043
PLANT & EQUIPMENT																		
- Provision for mechanical upgrade/interior refurbishment of lifts in 20 years (partial accrual)	\$76,650	2039	0															175285
- Replace sewer pumps	\$4,000	2027	3			5094			5896			6826			7902			9147

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
LAUNDRY																		
- Provision to replace washing machines/dryers	\$5,600	2026	7		6791							9556						
- Maintain tiles 10% of total	\$740	2032	3								1203			1392			1612	
RECREATION AREA																		
- Maintain pavers 10% of total	\$800	2027	3			1019			1179			1365			1580			1829
- Replace synthetic grass in 8 years	\$16,800	2032	13								27303							
- Replace outdoor furniture in 5 years	\$2,500	2029	10					3510										5717
- Provision to replace playground equipment	\$3,800	2034	15										6809					
- Replace BBQ in 10 years	\$3,100	2034	15										5555					
- Provision to replace pergola timber beams in 15 years	\$3,200	2039	20															7318
Total																		
Includes GST amount of				14839 1349	14495 1318	26165 2379	9903 900	99583 9053	23146 2104	26627 2421	66067 6006	72606 6601	193005 17546	97432 8857	117627 10693	60158 5469	90453 8223	501396 45581

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
SUPERSTRUCTURE																		
- Provision for renewal of building cladding	\$44,000	2039	20	4663	9559	14700	20098	25766	31717	37966	44527	51416	58650	66246	74221	82595	91388	100620
- Repaint soffits	\$7,020	2029	10	1784	3656	5623	7687	9855	1276	2616	4023	5501	7052	8681	10392	12187	14073	16053
- Scaffold/access equip allowance	\$25,740	2029	10	6540	13407	20617	28188	36137	4680	9594	14753	20171	25859	31832	38104	44689	51603	58863
- Repaint door face	\$10,180	2029	10	2586	5302	8154	11148	14292	1851	3794	5835	7977	10227	12589	15070	17674	20409	23280
- Replace external door/frame 20% of total	\$2,880	2034	2	410	841	1293	1768	2267	2790	3340	3917	4524	5160	2775	5689	3060	6272	3373
- Provision to replace balustrade/handrail fixings	\$1,055	2028	3	327	671	1032	1411	518	1062	1633	600	1229	1890	694	1423	2188	803	1647
- Provision for partial balcony membrane replacement	\$22,000	2035	3	2913	5972	9184	12557	16098	19817	23721	27820	32125	36644	41390	15199	31157	47914	17594
- Repaint atrium beams	\$4,900	2029	10	1245	2552	3925	5366	6879	891	1826	2808	3840	4923	6059	7253	8507	9823	11205
- Replace atrium/internal areas synthetic grass	\$7,200	2032	13	1225	2512	3863	5281	6771	8335	9977	11701	1246	2553	3927	5369	6883	8472	10142
- Capital Replacement - General	\$4,115	2025	0	4753	4990	5240	5502	5777	6066	6369	6688	7022	7373	7742	8129	8535	8962	9410
BASEMENT																		
- Replace exhaust/supply fans + variable speed controllers in 12 years	\$29,700	2036	17	3686	7556	11620	15887	20368	25072	30012	35198	40644	46362	52367	58671	5204	10668	16406
- Repaint line marking	\$4,200	2027	8	1696	3478	5348	828	1696	2609	3567	4573	5629	6738	7902	1223	2506	3854	5269
- Provision for CO sensor replacement	\$4,960	2034	15	707	1448	2227	3045	3904	4806	5753	6747	7791	8887	856	1755	2699	3690	4731
- Repaint walls/bollards	\$2,925	2029	10	743	1523	2343	3203	4106	532	1090	1677	2292	2939	3617	4330	5078	5864	6689
- Maintain ventilation ducting	\$3,000	2039	20	318	652	1002	1370	1757	2162	2588	3036	3505	3999	4516	5060	5631	6231	6860
- Repaint door face	\$1,440	2029	10	366	750	1154	1577	2022	262	537	825	1128	1447	1781	2132	2500	2887	3293
- Provision to replace main garage doors in 25 years (partial accrual)	\$2,900	2037	4	340	696	1071	1464	1876	2310	2765	3243	3744	4271	4824	5405	6015	1696	3477

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
- Maintain/repair main garage doors running gear	\$2,900	2034	15	413	847	1302	1781	2283	2810	3364	3945	4555	5196	501	1026	1578	2158	2766
- Replace main garage doors motors	\$6,000	2029	10	1524	3125	4806	6570	8423	1091	2236	3439	4702	6028	7420	8882	10417	12029	13721
- Replace stormwater pumps	\$5,600	2033	14	867	1777	2732	3735	4789	5895	7056	8276	9556	965	1979	3043	4161	5334	6566
EXTERNAL WORKS																		
- Maintain common pipework	\$4,210	2032	6	717	1469	2259	3088	3959	4874	5834	6842	1348	2763	4250	5810	7449	9169	1806
- Ongoing partial maintenance of walkways 5% of total	\$4,300	2031	4	817	1676	2577	3523	4517	5560	6656	1877	3848	5917	8090	2281	4677	7192	9833
- Replace bin rooms roller door motors	\$1,500	2025	6	1733	341	700	1076	1471	1886	2322	457	938	1442	1971	2527	3111	613	1256
- Provision to replace bin rooms roller doors in 25 years (partial accrual)	\$1,485	2039	5	157	323	496	678	870	1070	1281	1503	1735	1979	2236	2505	2788	3084	3396
- Replace bin room exhaust fan	\$2,340	2036	17	290	595	916	1252	1605	1976	2365	2773	3203	3653	4126	4623	410	841	1293
- Maintain bin room ventilation ducting	\$1,600	2039	20	170	348	535	731	937	1153	1381	1619	1870	2133	2409	2699	3004	3323	3659
FENCING																		
- Provision to replace powder coated baluster/colorbond fencing in 30 years (partial accrual)	\$3,025	2036	6	375	770	1184	1618	2075	2554	3057	3585	4140	4722	5334	5976	1177	2413	3711
FURNITURE & FITTINGS																		
- Provision to replace mail boxes in 23 years (partial accrual)	\$3,287	2039	4	348	714	1098	1501	1925	2369	2836	3326	3841	4381	4948	5544	6170	6826	7516
- Ongoing partial replacement of exterior common lighting	\$1,000	2026	2	592	1213	652	1337	719	1474	793	1625	874	1792	963	1975	1062	2178	1171
- Provision to upgrade swipe/card readers	\$1,200	2027	4	485	994	1528	431	883	1358	1857	524	1074	1652	2258	637	1305	2007	2744

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
- Provision to upgrade security cameras & associated equipment	\$3,200	2027	8	1293	2650	4075	630	1292	1987	2717	3483	4288	5133	6020	931	1909	2936	4014
- Provision to upgrade intercom systems & associated equipment	\$33,920	2034	15	4832	9906	15233	20827	26700	32867	39343	46142	53281	60777	5855	12004	18459	25237	32355
- Provision to replace door closers 10% of total	\$350	2030	2	76	156	239	327	419	516	278	569	306	627	337	691	372	762	410
- Replace ZIP instant hot water unit	\$2,000	2031	12	380	780	1199	1639	2101	2586	3096	349	716	1101	1505	1930	2376	2844	3335
- Provision to replace solar inverters	\$3,000	2033	12	464	952	1464	2001	2565	3158	3780	4433	5119	577	1184	1821	2489	3191	3928
LANDSCAPING																		
- Provision for replacement of metal planter box/pots 20% of total	\$4,800	2033	2	743	1523	2342	3202	4105	5053	6048	7093	8191	4405	9031	4857	9956	5355	10977
- Provision for ongoing tree replacements/mulching	\$1,237	2026	2	732	1500	807	1654	889	1823	980	2010	1081	2216	1192	2443	1314	2694	1449
- Provision to maintain irrigation pipework fixings/fittings	\$433	2025	2	500	269	551	297	608	327	670	360	739	397	814	438	898	483	990
FIRE PROTECTION SYSTEMS																		
- Provision to upgrade Fire Panel & associated detection equipment	\$45,100	2034	15	6425	13171	20254	27691	35500	43700	52310	61350	70842	80809	7785	15960	24543	33556	43019
- Provision to replace fire hose reels	\$3,300	2034	15	470	964	1482	2026	2598	3198	3828	4489	5184	5913	570	1168	1796	2455	3148
- Provision to replace portable fire extinguishers	\$4,200	2025	5	4851	1120	2297	3532	4829	6191	1430	2932	4508	6164	7902	1825	3742	5754	7867
- Replace hydrant valve assemblies & seals in 20 years	\$6,600	2044	25	583	1194	1836	2511	3219	3962	4743	5563	6423	7327	8276	9272	10318	11417	12570
- Install/replace sensors/exit signage/emergency lighting	\$2,600	2025	2	3003	1615	3311	1780	3650	1963	4024	2164	4437	2386	4892	2631	5393	2900	5946

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
ROOF																		
- Provision to replace guttering/downpipes in 23 years (partial accrual)	\$11,600	2033	4	1795	3680	5659	7738	9920	12211	14617	17143	19795	5582	11444	17599	24061	6785	13910
- Maintain metal roof fixings/flashings	\$5,000	2032	6	851	1744	2683	3668	4702	5788	6929	8126	1601	3282	5047	6901	8847	10890	2145
- Provision to replace solar panels in 22 years (partial accrual)	\$10,098	2036	5	1253	2569	3951	5402	6925	8524	10204	11967	13819	15763	17805	19948	4607	9445	14525
STAIRWELL																		
- Repaint door face	\$3,080	2029	10	783	1604	2467	3373	4324	560	1148	1765	2413	3094	3809	4559	5347	6174	7043
PLANT & EQUIPMENT																		
- Provision for mechanical upgrade/interior refurbishment of lifts in 20 years (partial accrual)	\$76,650	2039	0	8123	16652	25608	35012	44885	55253	66138	77568	89570	102172	115403	129297	143884	159202	175285
- Replace sewer pumps	\$4,000	2027	3	1616	3313	5094	1870	3834	5896	2165	4439	6826	2507	5138	7902	2902	5948	9147
LAUNDRY																		
- Provision to replace washing machines/dryers	\$5,600	2026	7	3313	6791	1174	2406	3700	5059	6485	7983	9556	1651	3385	5206	7118	9125	11233
- Maintain tiles 10% of total	\$740	2032	3	126	258	397	543	696	857	1026	1203	442	905	1392	511	1048	1612	592
- Replace tubs in 20 years	\$660	2044	25	58	119	184	251	322	396	474	556	642	733	828	927	1032	1142	1257
RECREATION AREA																		
- Maintain pavers 10% of total	\$800	2027	3	323	663	1019	374	767	1179	433	888	1365	501	1027	1580	580	1189	1829
- Replace synthetic grass in 8 years	\$16,800	2032	13	2859	5861	9014	12324	15799	19448	23280	27303	2907	5958	9163	12527	16060	19770	23665
- Replace outdoor furniture in 5 years	\$2,500	2029	10	635	1302	2003	2738	3510	455	932	1433	1959	2512	3092	3701	4340	5012	5717
- Provision to replace playground equipment	\$3,800	2034	15	541	1110	1707	2333	2991	3682	4408	5169	5969	6809	656	1345	2068	2827	3625

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
- Replace BBQ in 10 years	\$3,100	2034	15	442	905	1392	1904	2440	3004	3596	4217	4870	5555	535	1097	1687	2307	2957
- Provision to replace pergola timber beams in 15 years	\$3,200	2039	20	339	695	1069	1462	1874	2307	2761	3238	3739	4266	4818	5398	6007	6647	7318
TOTAL ACCRUALS				75359	148329	211526	293312	290126	359113	429402	465630	499450	423715	445755	463795	547413	608982	267212

* Bold blue items listed above are expense items that occur in that year.

REPORT INFORMATION

The values included in the report are for budgeting purposes and have been obtained from a number of sources including building cost information guides, painting contractors, plant and equipment suppliers, manufactures and installers and working knowledge of each buildings configuration at the time of inspection.

Every endeavour has been undertaken to accurately compile a budget for the maintenance, repair, renewal or replacement of the items of a non-routine nature that have been identified in this report. However as there is no definitive scope of works for maintenance, repair, renewal or replacement of the items contained in this report it is expected that if said items were put to tender, the quotations received would vary significantly dependent upon the timing and scope of works to that will be undertaken. For this reason it is recommended that several quotations are sourced as far in advance of any anticipated work as possible.

The installation date, present condition and estimated life of each item is determined at the time of the site inspection from a visual inspection, the age of the building (where this information is provided) and any other relevant information provided by the Owners at the time of inspection. This information is then communicated in the report by way of nominated total life cycle in comparison with expected remaining life. The life cycles of each of the items will vary depending upon where the building is located, for example buildings near a salt environment tend to have a lesser life cycle and a higher maintenance requirement.

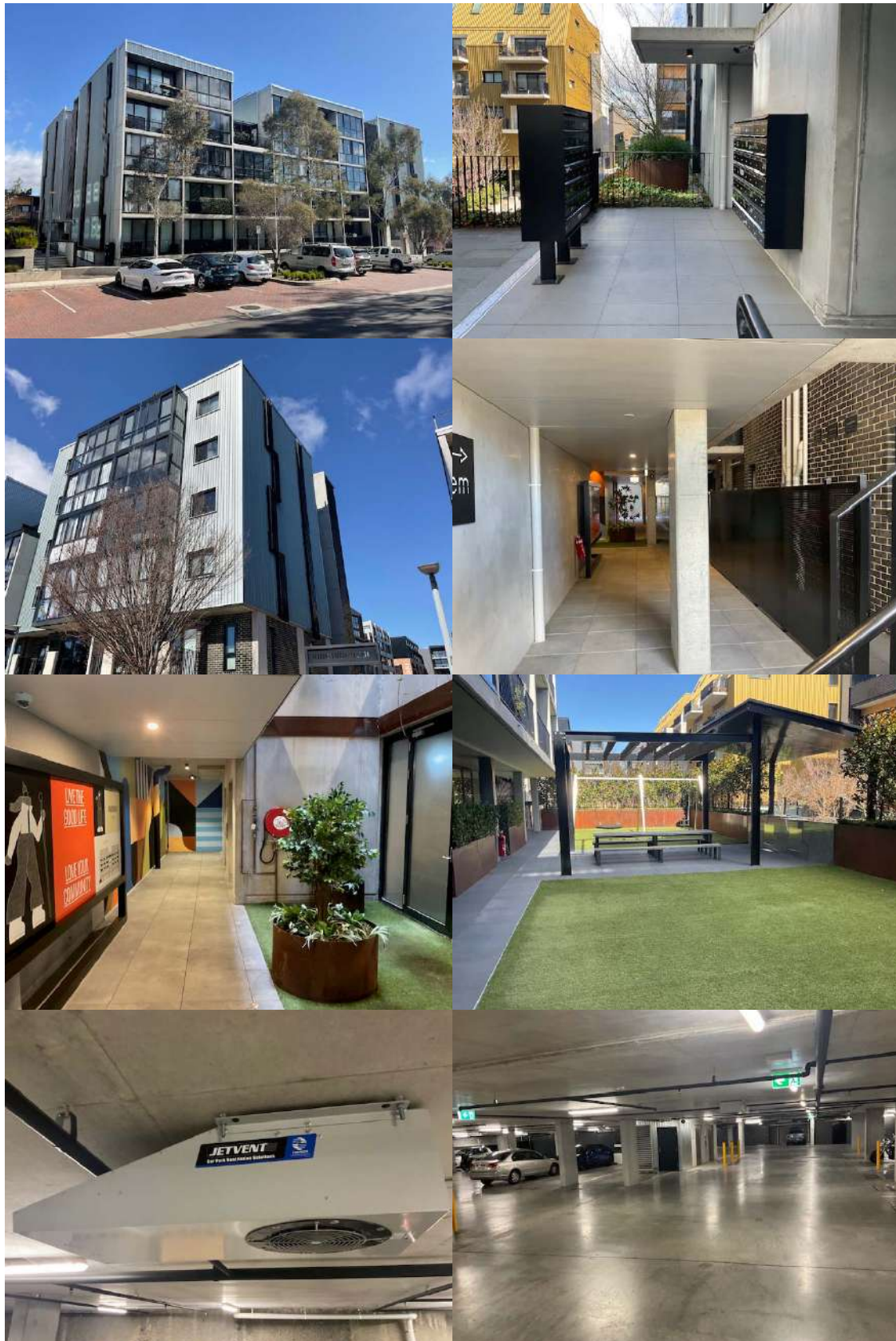
This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report wherever possible. We recommend that a periodic survey be carried out by qualified building contractors to assess the building condition, if required. The inspection of the common property of the scheme is a cursory visual inspection only limited to those areas of the common property that are fully accessible and visible to the inspector from floor or ground level at the time of inspection. The primary purpose of the inspection is to determine the materials used in the construction of the building that need to be maintained, estimate the quantities of same, identify the plant and equipment in the common areas of the building and make a recommendation as to the timing of the repairs and replacements identified for restorative purposes only. The inspection did not include breaking apart, dismantling, removing or moving any element of the building and items located on the common property.

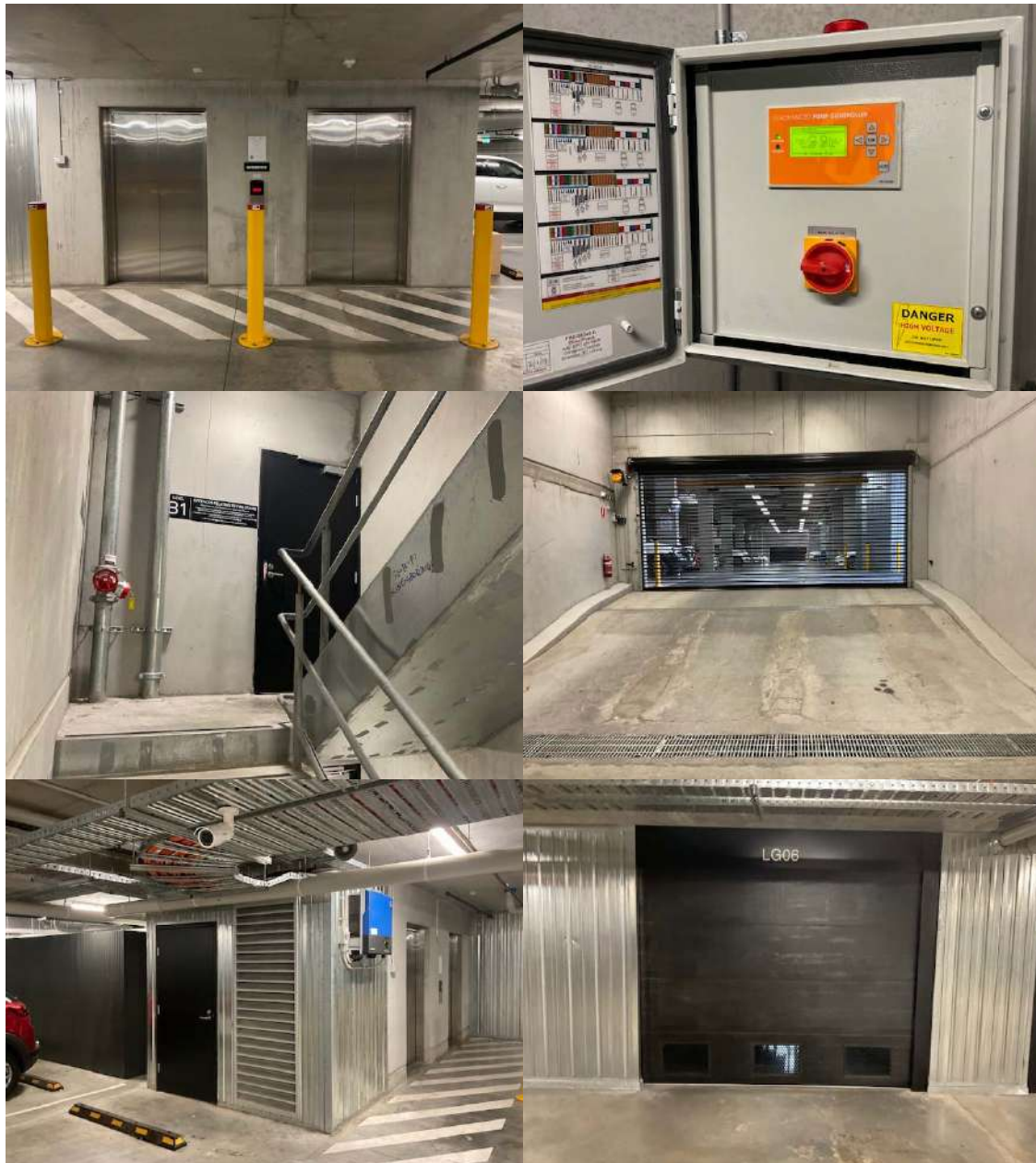
The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific condition of specialist items and equipment such as gas fittings and supply systems; heritage listing conditions or requirements; fire protection fittings and systems; HVAC fittings and systems site drainage; electrical or data systems or wiring, building plumbing systems including sewerage, potable and stormwater pipe work and fittings; security concerns; detection and identification of illegal building work; and the durability of exposed finishes.

The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety report and no assessment was made as to the compliance or otherwise of any pool barrier or common property windows.

AREAS NOT INSPECTED

- Part or parts of the common property building interior that were not readily accessible
- Part or parts of the building exterior were not readily accessible
- Part or parts of the roof exterior that were not readily visible from ground or floor level or obstructed at the time of inspection because of exceeding height, vegetation or neighbouring buildings.
- Part or parts of the Common Property plant and equipment where specialised knowledge or equipment is required to carry out the inspection, particularly in respect of its' operation.
- Part or parts of the retaining walls, fencing where not readily accessible or inaccessible or obstructed at the time of inspection because of on alignment, vegetation.







**MINUTES OF THE ANNUAL GENERAL MEETING OF THE
OWNERS OF UNITS PLAN 4802 "KINGSBOROUGH D - POWERHOUSE"
17 THE CAUSEWAY, KINGSTON ACT 2604**

DATE HELD: Wednesday 18 June 2025 - 5:30 pm

VENUE: Join Zoom Meeting -
<https://us02web.zoom.us/j/81115388672?pwd=HAXx0caTpK73Yphedgz7dnGusVJDYx.1>
Meeting ID: 811 1538 8672 | Passcode: 891829

Present

Unit 25	Brienne Connor	In Person
Unit 43	Beverley Murfin	In Person
Unit 61	Natalie Southwell	In Person
Unit 62	Ben Rayner	In Person
Unit 68	Denise Steele	In Person

In Attendance

Signature Strata	Nicole Robb
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Chairperson

Ben Rayner

Quorum

The Chairperson advised that a quorum was not present. Under the Unit Titles (Management) Act 2011, at an owners corporation with 3 or more members, if a standard quorum is not present within 1/2 hour, a reduced quorum can be formed by 2 or more people who are present at the meeting and are entitled to vote.

MEETING FORMALITIES

Noting of chairperson, acceptance of proxies and absentee votes and apologies.

EXECUTIVE COMMITTEE REPORT

Chairperson's report by Ben Rayner was noted.

MINUTES

MOTION 1. *That the minutes of the previous annual general meeting held on 3 July 2024 are accepted.*

MOTION CARRIED

INSURANCE

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

Insurance cover held by the Owners Corporation through Arthur J Gallagher is summarised below.

Insurer & Policy No:	Arthur J Gallagher / POL11100433
Renewal Date:	1 December 2025
Building Sum Insured:	\$38,776,500.00
Excesses:	\$2,000.00 standard
Base Premium:	\$47,743.63
Underwriting Agency Fee	\$228.20
Broker Fee	\$500.00
GST	\$4,847.18
Signature Strata Commission	\$2,366.68
Commission Schedule	(AJ) 25% of the brokers commission
Last insurance valuation report:	29th April 2024
Please refer to attached Certificate of Currency for details of the sum insured limits	

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

MOTION CARRIED

MOTION 3. *That the Owners Corporation of UP4802 endorse continued Brokerage services through the existing broker, Arthur J Gallagher.*

MOTION CARRIED

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

MOTION CARRIED

INSURANCE CLAIMS

Please refer attached summary of insurance claims.

FINANCIALS

MOTION 5. *That the independent audit report prepared by Kelly & Partners for the period ending 30 April 2025 be accepted.*

MOTION CARRIED

SINKING FUND

The Owners Corporation of UP4802 obtained their Sinking Fund Forecast Report on to meet legislative requirements, and, pursuant to Section 85 of the Unit Titles (Management) Act 2011, the Sinking Fund Forecast will be renewed and updated prior to . A copy of the Sinking Fund Forecast is available through the owners portal.

MOTION 6. *That the Owners Corporation adopt the Sinking Fund Forecast dated 17th September 2024.*

MOTION CARRIED

PHYSICAL BUILDING STRUCTURAL DEFECTS

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners Corporation to consider physical building structural defects at each Annual General Meeting. The Owners Corporation can only consider defects affecting common property or the Defined parts of the building specified in the Act.

The Owners Corporation of Powerhouse are unaware of any outstanding building defects.

MAINTENANCE ISSUES

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

All maintenance matters continue to be addressed.

Ongoing maintenance issues include:

- Issues with the tagging of fire doors which is being resolved - Closed
- Door frame gaps identified by ONB to be followed up by Strata - Open
- ONB - Fire alarm in Building Managers building - Open
- Kone lift servicing credit note - Seek a quote for legal service to draft a legal demand letter and forward response letter to EC members to follow up with Kone complaints unit.

Maintenance contracts include:

- Solar Panel Maintenance – Capital Solar Maintenance – 01/04/2024 – 31/3/2027
- Roller Door Servicing – Capital Doorworks – 01/04/2024 – 01/04/2027
- Lift Maintenance Contract – KONE – 20/08/2023 – 20/08/2026
- Gardening Contract – All Seasons Horticulture – 01/09/2022 – 31/08/2025
- Cleaning Contract – Maiden Cleaning – 01/06/2024 – 31/05/2027
- Electrical Maintenance – Pacific FM – 6/4/2023 – 05/04/2026
- Plumbing (included pumps) – QMAX – 16/05/2023 – 15/05/2026
- Table/Bench maintenance – Thor's Hammer – 27/3/2023 – 26/03/2026
- Pigeons - Australian Pest Bird Management – 4/4/2025 – 4/4/2028

MAINTENANCE PLAN

MOTION 7. *That the Maintenance Plan be confirmed as adequate.*

MOTION CARRIED

FIRE SAFETY

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners corporation to review provisions and compliance with the national construction code for fire safety, and at each Annual General Meeting.

All emergency and fire systems are maintained to Australia Standards 1851 by your fire control contractor, O'Neill & Brown Fire.

Please refer to the attached compliance certificate.

AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

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

The following authorisations, Delegations and Appointments are in place.

- The Executive Committee are authorised to make determinations regarding investment of funds into interest bearing term deposits.
- The Executive Committee are authorised to make determinations regarding appointment of service contractors.

BUDGET DEBATE

Levies are payable by the agreed due date. Interest of 10% accrues on unpaid levies. The levy due 1 July 2025 will be delayed until 28th July, due to the Reduced Quorum.

MOTION 8. *That the proposed Administrative Fund budget of \$346,940.00 (plus GST) for the period 1 May 2025 to 30 April 2026 be adopted.*

MOTION CARRIED

MOTION 9. *That the proposed Sinking Fund Expenditure Budget of \$18,490.00 (plus GST) for the period 1 May 2025 to 30 April 2026 be adopted.*

MOTION CARRIED

MOTION 10. *That the Owners Corporation determines an Administrative Fund Levy Contribution of \$316,940.00 (plus GST) for the twelve-month period, commencing 1 May 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1 July 2025, 1 October 2025, 1 January 2026 & 1 April 2026.*

MOTION CARRIED

MOTION 11. *That the Owners Corporation determines a Sinking Fund Levy Contribution of \$50,808.20 (plus GST) for the twelve-month period, commencing 1 May 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1 July 2025, 1 October 2025, 1 January 2026 & 1 April 2026.*

MOTION CARRIED

STRATA MANAGEMENT AGENCY AGREEMENT

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

The Owners Corporation's current management agreement was signed on 19th July 2024 and expires on 19th July 2027. The contract is available through the owners portal.

CONTRACTOR COMPLIANCE

MOTION 12. *That the services of a contractor compliance company be engaged to audit contractors to ensure compliance with insurance and licencing requirements.*

MOTION CARRIED

EXECUTIVE COMMITTEE

MOTION 13. *That the Owners Corporation determine the number of members to form the Executive Committee until the next Annual General Meeting, with the appointment of those members to take place at this meeting.*

MOTION CARRIED

The following members were elected to the executive committee:

D Steele (Unit 406)
B Rayner (unit 311)
N Southwell (Unit 310)
B Connor (unit 109)

GENERAL BUSINESS

No business was raised.

CLOSURE

There being no further business the chairperson declared the meeting closed at 5:54 pm

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 4802

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made— 2 August 2023

Tick applicable box, or both boxes if applicable:

☒ **Regularly convened**

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

☐ **Convened after
adjournment**

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

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
3 July 2024	See attached minutes

A4 Owners corporation declaration

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



[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 $\frac{1}{2}$ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

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

Reduced quorum decisions made at regularly-convened general meetings

- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a *standard quorum* for the motion (see above) is not present a reduced quorum decision may be made if a *reduced quorum* (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a *reduced quorum* means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

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

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

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

B3 *How may reduced quorum decisions be disallowed?*

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

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

B4 *How may reduced quorum decisions be confirmed?*

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

B5 *How may reduced quorum decisions be revoked?*

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



**MINUTES OF THE ANNUAL GENERAL MEETING
OF THE OWNERS OF UP 4802
'KINGSBOROUGH D - POWERHOUSE'
17 THE CAUSEWAY, KINGSTON, ACT 2604**

Venue	Microsoft Teams		
Date	Wednesday, 3 rd July 2024		
Time	05:30 PM		
Present	B Connor	(25/109)	
	B Murfin	(43/210)	
	N Southwell	(61/310)	
	B Rayner	(62/311)	
	D Choo	(66/304)	
	D Steele	(68/406)	
Additional Attendees	D Peyton	Strata Manager, Vantage Strata	
Apologies	None		
Proxies	Fred & Sue Pty Ltd	(17/UG01)	For the Chairperson
Absentee Votes	None		
Quorum	A quorum was not present. However, the meeting proceeded with a Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011).		
Secretarial Note	Owners are advised that under the Schedule 3.11 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only overturned if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be overturned, signed by a majority of people entitled to vote.		



1. CHAIRPERSON, PROXIES AND APOLOGIES

Ordinary Resolution

It was **resolved** that B Rayner be appointed chairperson for the meeting. The proxy vote received from Lot 17/UG01 was acknowledged and accepted, no apologies or absentee votes were noted. The meeting formally commenced at 5:37pm, noting a reduced quorum.

MOTION CARRIED

2. ADOPTION OF MINUTES

Ordinary Resolution

It was **resolved** that the minutes of the previous Annual General Meeting be confirmed.

Note to the minutes: Amendment made to clarify 'Annual' General Minutes.

MOTION CARRIED

3. CHAIRPERSONS REPORT

The Chairpersons report was acknowledged.

4. INSURANCE VALUATION (ADOPTION)

Ordinary Resolution

It was **resolved** that the Owners Corporation adopt the insurance valuation obtained from QIA GROUP PTY LTD and authorise the Managing Agent to utilise the insurance valuation to adjust the insurance cover amount of the current insurance policy, so that the cover amount is in line with the recommended insured amount as per the report.

It was noted that the recently obtained valuation report has been endorsed to increase the premiums accordingly, and an updated Certificate of Currency reflecting this increase will be issued shortly and be made available on Building Link.

MOTION CARRIED

5. INSURANCE

Special Resolution

That the Owners Corporation authorise the Executive Committee by Special Resolution, upon renewal of the existing insurance policy, to act on its behalf to:

- a) obtain quotations,
- b) give consideration to premium funding the policy if necessary,
- c) to place and/or renew the insurance policy on terms that the Committee considers appropriate,
- d) obtain an Insurance Valuation Report from a qualified contractor if necessary.

MOTION CARRIED



6. AUDITED FINANCIALS (ADOPTION)

Ordinary Resolution

It was **resolved** that the Owners Corporation adopt the audited financials and audit report for the financial period ended 30th of April 2024.

MOTION CARRIED

7. AUDITED FINANCIALS

Ordinary Resolution

It was **resolved** that upon conclusion of the current financial year, the Owners Corporation authorise the Manager to have the financial statements audited and then have the audited financials together with the audit report presented at the next Annual General Meeting for adoption.

MOTION CARRIED

8. ADMINISTRATION FUND EXPENDITURE BUDGET

Ordinary Resolution

It was **resolved** that the Administration Fund expenditure budget of \$348,137.60 plus GST for the period 1st of May 2024 to 30th of April 2025 be adopted.

MOTION CARRIED

9. ADMINISTRATION FUND CONTRIBUTION

Ordinary Resolution

It was **resolved** that a contribution be determined to the Administration Fund equal to the sum of \$285,000.00 plus GST, to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 30th of August 2024, 30th of October 2024, 30th of January 2025 and 30th of April 2025.

It was noted that the income has been offset to utilise an accumulation of existing admin surplus funds in order to reduce the contributions and therefore levies payable by owners.

MOTION CARRIED

10. SINKING FUND EXPENDITURE BUDGET

Ordinary Resolution

It was **resolved** that the Sinking Fund expenditure budget of \$16,729.00 including GST for the period 1st of May 2024 to 30th of April 2025 be adopted.

MOTION CARRIED

11. SINKING FUND CONTRIBUTION

Ordinary Resolution

It was **resolved** that a contribution of \$49,653.00 plus GST as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 1st of May 2024 to 30th of April 2025 to be contributed by owners in accordance with their Units Of Entitlement and payable by 4 instalments due on 30th of August 2024, 30th of October 2024, 30th of January 2025 and 30th of April 2025.

MOTION CARRIED



12. SINKING FUND PLAN (UPDATE)

Ordinary Resolution

It was **resolved** that the Owners Corporation authorises the Managing Agent to obtain an updated Sinking Fund Plan which is to be presented to owners for their consideration and adoption at the next General Meeting of the Owners Corporation.

MOTION CARRIED

13. MAINTENANCE PLAN (ADOPTION)

Ordinary Resolution

It was **resolved** that the Owners Corporation adopt the maintenance plan, a copy of which is located in the BuildingLink library.

MOTION CARRIED

14. FIRE SAFETY REVIEW

The Annual Fire Safety Certificate was reviewed and acknowledged.

15. DEFECTS

The gap between the balustrade railing and the fire escape wall was raised, however it was confirmed that this has been investigated and complies with regulations and requirements.

No other items were raised.

16. CONTRACTS

The Strata Management contract was noted, and will be addressed in further motions.

Note to the minutes: The Building Management contract held by CT 32 will be discussed at the General Meeting scheduled 22nd July 2024. It is noted that this contract has been terminated by Vantage Strata following the movement of Strata Management by other blocks.

17. CONTRACTS AND SERVICE AGREEMENTS

Ordinary Resolution

It was **resolved** that the Owners Corporation authorise the incoming Executive Committee to review any management or other contracts/service agreements that become due for renewal before the next Annual General Meeting and execute contracts/agreements as required.

MOTION CARRIED



18. TERMINATION OF STRATA MANAGEMENT COMPANY

Ordinary Resolution

It was **resolved** that the strata management services provided by Vantage Strata for Units Plan 4802 "The Powerhouse" be terminated at the end of the contract term, noting that the contract expires on 28 June 2024.

It was noted that Strata Management responsibilities will be maintained by Vantage until the scheduled handover with the new agent on 18th July 2024.

MOTION CARRIED

19. STRATA MANAGEMENT AGENCY AGREEMENT

Ordinary Resolution

That the Owners Corporation of Units Plan Units Plan 4802 "The Powerhouse", agree in accordance with Section 50 of the Unit Titles (Management) Act 2011, to the following:

1. That Signature Strata Pty Ltd be appointed as Managing Agent, for a period of three (3) years.
2. That the Owners Corporation delegate to the Managing Agent all functions of the Owners Corporation (other than those prohibited by the Act) necessary to enable the agent to carry out the agreed services and additional services if required;
3. That the agent be authorised to open and operate a bank account on the owners corporations behalf on or after the date of this meeting;
4. That the Owners Corporation execute a written agreement to give effect to this appointment and delegation;
5. That the delegation to the agent is subject to the conditions and limitations listed in the agreement;
6. That authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting.
7. That two members of the Owners Corporation/Executive Committee be authorised as signatories on behalf of the Owners Corporation to sign the Agency Agreement with Signature Strata Pty Ltd.

MOTION CARRIED

20. EXECUTIVE COMMITTEE (Election)

Ordinary Resolution

It was **resolved** that the Owners Corporation elect the following owners as eligible members of the Executive Committee.

- B Connor (25/109)
- N Southwell (61/310)
- B Rayner (62/311)
- D Steele (68/406)

MOTION CARRIED



21. GENERAL BUSINESS

No items were raised.

MEETING CLOSURE

There being no further business the meeting formally closed at **06:00 PM.**

Kingsborough

Block D EC Minutes



Meeting details

Date: 4 March 2026
Time: 5:30 pm
Where: Zoom Meeting - Meeting ID: 867 7390 2861 | Passcode: 332221
Attendance: N Southwell, B Connor, B Rayner, D Steele
Present: N Robb (Signature Strata)
Observers: N/A

Agenda items

1. Adoption of the previous Meetings Minutes held on 10 December 2025
 - Approved
2. Financial Report – Bank balance as of 04/03/2026
 - Admin \$201,288.38
 - Sinking \$168,016.93
 - Arrears \$4,563.06
 - Lot 14 is on a payment plan (This payment plan includes maintaining payment of all further levies – Strata to follow up this is occurring).
 - Lot 15 has begun arrears process.
 - Lot 42 has begun arrears process.
 - Electrical contract budget item is not required in the 2026/2027 FY.
 - A lift contract payment has been made out of line item Lift Maint. – Payment to be moved to Lift Contract.
 - A garage door contract payment has been made out of line item Maint, Doors – Payment to be moved to Maint. Garage Contract.
 - A payment to Qmax for Sumps & Pumps was paid out of Maint. Plumbing – to be moved to Maint. Sumps and Pumps.
 - The payment for the Special Project Playground Furniture to be moved to Admin – Special Projects.
3. Feedback from CT
 - Levy payments – confirmed as up to date. Originally delayed due to creditor processes.
 - Gardening works – delayed new planting until Autumn to avoid heat stress to plants.

- Irrigation repairs have been completed.
- Damaged fences along The Causeway – signage to be installed and repairs to fencing to be completed to stop pets from damaging the plants/grass. Fence to be discussed at next committee meeting.
- Traffic management plan – 2 quotes provided. One company has since closed down, and the other quote requires refining to confirm it meets the scope of works. There has been more information sought in regard to quoting for the line marking for the artwork.
- JJ Richards truck hit a light, and footage was not saved in time, CT32 paid for the light repair.
- The Causeway Tree maintenance – Fix My Street has been notified. Anyone can continue to notify to add weight to this concern.
- Next meeting – Wednesday 22nd April

4. Maintenance and contracts:

Item	Contract holder	Contract dates	Notes
Solar panel maintenance	Capital Solar Maintenance	01/04/2024 to 31/03/2027	
Roller door servicing	Capital Doorworks	01/04/2024 to 01/04/2027	
Lift maintenance	Kone	20/08/2023 to 20/08/2026	
Gardening	All Seasons Horticulture	01/09/2022 to 31/08/2025	Quote approved
Cleaning	Maiden Cleaning	01/06/2024 to 31/05/2027	
Electrical maintenance	Pacific FM	06/04/2023 to 05/04/2026	Requested new contract.
Plumbing (pumps only)	QMAX	16/05/2023 to 15/05/2026	
Table/bench maintenance	Thor's Hammer	27/03/2023 to 26/03/2026	Contract not to be renewed.
Pest control - Birds	Australian Pest Bird	04/04/2025 to 04/04/2028	

- EC agrees not to renew Thor's Hammer contract.
- Pacific FM – new contract requested. For review by the EC.
- All Seasons – new gardening contract quote approved.

5. Action items

- In progress
 - Maintenance report (QIA)
 - Data filled in so far.
 - BM to include serial number and name.
 - Kone servicing reports
 - Kone has only provided 3 services within 12-month periods, despite invoicing for 4 services.
 - EC committee spoke with regional manager Chris Olley and has requested a copy of all reports from the start of their contract with us and has raised a complaint with KONE.
 - Last update on 1/3/26 requesting further information concerning invoices for the 2023-2026 period.
 - Gardening contract
 - Quote received from Allseasons for Block D gardening contract
 - Committee have approved the quote.
 - Details about Debt collection and units behind on payment
 - UG15 – Levy relief application has been approved.
 - UG16 – Has been sent 1st reminder
 - 209 – Has been sent 3rd reminder
 - Basement Cracking
 - Quotes being sought – 2 quotes have been obtained and a third is expected. Quotes to be sent to the EC when received.
 - Sinking fund investments
 - Sinking fund getting close to \$200,000 and growing each year.
 - EC has reviewed rates for investment accounts to invest sinking fund for better financial returns.
 - The EC has agreed to invest \$100,000 with Macquarie at 4.20% for 3 months.
 - Fire door repair - Reminder to residents to close door for safety reasons.
 - Fire door replacements are taking 6 weeks on average once ordered across all sites. There are currently issues with supply. We should have the new door within the next two weeks.
- Closed
 - Units Obstructing walkways
 - Notice issued on 12/9/25
 - There are minor items on each floor (prams, bikes, pot plants). Nothing large obscuring walkways (fridges, large cabinets etc).
 - Item Closed – to be monitored by the building manager.
 - Leak outside B1 lifts
 - This is being monitored by the building manager.

- Equipment stored on top of storage cages
 - Letters were issued to units on 15/9/2025. Second notice was issued January 2026. Notices were last placed at the end of January 2026. D Block is the tidiest with only a few items left on storage cages.
 - ACTFB have been requested to attend – Attendance is not possible at this time, however, further requests will be made.
 - Item Closed – to be monitored by the building manager.
- Portable lock boxes for units
 - Reminder has gone out to residents asking to remove all lock boxes on shared property.
 - Item Closed – to be monitored by the building manager.

Building managers' report

December/January report reviewed. No items to address.

February report not yet received.

General Business

Special projects for 26/27 budget

- Will determine costs available for special projects.
- Signage near lifts (lower ground) - EC met with artist Karri McPherson to make signage more Powerhouse based. Karri will provide a cost estimate.

Draft budget to be provided to Treasurer by Mid-April.

- Budget items that need to be included and quoted for
- No extra items noted at this time.

Reports being available for committee – particularly for regular maintenance work.

- Committee Hub will be populated with maintenance reports.
- Contractors to be reminded that they must check in with the building manager when attending site.
- Ask BM if he can provide a monthly list of contractors attending.

Inclusions for AGM

- lockboxes not to be on Common Property.

Next meeting

The annual general meeting will be held on 27 May 2026.

Closure of meeting

The meeting was closed at 6.40pm.

Kingsborough

Block D EC Minutes



Meeting details

Date: 10 December 2025

Time: 5:30 pm

Where: Zoom Meeting

Join Zoom Meeting

<https://us02web.zoom.us/j/86290465063?pwd=z150XRqbokpbmJPVnFhVoKnM2ypFb0.1>

Meeting ID: 862 9046 5063 | Passcode: 716281

Attendance: N Southwell, B Connor, B Rayner, D Steele

Present: N Robb (Signature Strata)

Observers: Bev U210

Agenda items

1. Adoption of the previous Meetings Minutes held on 17 September 2025
 - Approved.
2. Financial Report – Bank balance as of 02/12/2025
 - Admin \$207,764.56
 - Sinking \$153,690.85
 - Arrears \$3,690.09
 - Lot 42 has made payment to cover the arrears.
 - Lot 15 is on a payment plan – follow up with Deb for a renewed payment plan.
 - Kone lift contract payment in maint. – move to contract
 - Line 165255 – Maint. Doors to be moved to line 16560 – Quarterly garage door maint.
 - Line 13708 - Cleaning general – Signature Strata to investigate GST amounts after line code change.
 - Line 14915 - Fire protection contract – invoice on 31/7 for isolate zone – required when maintenance performed by Venture Plumbing.
 - Line 26005 - Plant and equipment invoice for furniture – to be moved to line 180111.
3. Feedback from CT
 - Christmas event is being held in the village on December 13th.

- Traffic management report has been approved by CTS and going out for tender.
- All seasons is remaining as CT gardening contractor.
- Plants on the causeway are protected by fencing which will stay in place until Jan/Feb.
- Liquor license approval to use CT common property,

4. Maintenance and contracts:

Item	Contract holder	Contract dates	Notes
Solar panel maintenance	Capital Solar Maintenance	01/04/2024 to 31/03/2027	
Roller door servicing	Capital Doorworks	01/04/2024 to 01/04/2027	
Lift maintenance	Kone	20/08/2023 to 20/08/2026	
Gardening	All Seasons Horticulture	01/09/2022 to 31/08/2025	Allseasons awarded contract for CT. Request for quote submitted for Block D.
Cleaning	Maiden Cleaning	01/06/2024 to 31/05/2027	
Electrical maintenance	Pacific FM	06/04/2023 to 05/04/2026	
Plumbing (pumps only)	QMAX	16/05/2023 to 15/05/2026	
Table/bench maintenance	Thor's Hammer	27/03/2023 to 26/03/2026	
Pest control - Birds	Australian Pest Bird	04/04/2025 to 04/04/2028	

5. Action items

- In progress
 - Maintenance report (QIA) and data filled in so far.
 - With BM – to be sent to the EC with Agenda – follow up with Matt.
 - Kone servicing
 - Kone has only provided 3 services within a 12 month period, despite invoicing for 4.
 - Outline of action taken so far (Signature to compile), Reports received (Dates – Signature to supply), contract dates for lift and dates of reported servicing (Signature).

- Escalate to the complaints department. Reiterate that they must check in with BM when on site.
 - Signature to raise a complaint via Kone Complaints Department to obtain a case number.
- Request for quote sent to Allseasons for Block D gardening contract.
- Details about Debt collection and units behind on payment.
 - Covered in financials.
- From the last Meeting
 - Units Obstructing walkways – Notice issued on 12/9/25
 - To be followed up with Matt.
 - Letters to be issued about residents storing equipment on top of storage cages. ACTFB have been requested to attend – no update. Point FS provided a list of units on 8/9 and notices were issued.
 - The last update by Point FS on 15/9 noted no changes. A second notice to be issued.
 - Basement Cracking – quotes still being obtained.
- Closed
 - New chairs and tables have been installed in the playground.
 - Basement cleaning has been completed.
 - Gutter cleaning completed.

Building managers' report

September, October, November reports.

- November report: Bird pest control – we have a contract with Aus pest bird. Provide the contract to Matt.
- Issues with intercom system fixed.

General Business

- Fire Stair keys & ACTFB access
 - ACTFB now has access to lock box code for fire stair keys.
 - EC keys provided 2x sets of keys.
- Roof leaks are being investigated by Jega. (UG17, LG01)
 - Both are completed and to be monitored.
- Unit 104 dog being housed on balcony – ongoing complaints.
 - Further complaints regarding smell have been addressed.
 - A method of how to clean has been provided by strata manager,
- Lift servicing by Kone – Reports have been requested. No reports have been provided.
- Gas smell potentially coming from Lounge Café - no further issues have been reported.
- Portable lockboxes for units have been reported by BM
 - No lockboxes should be placed on shared property.

- Rule to be drafted for the AGM.
- Notice to remind everyone that lockboxes are not to be stored on site. Ascentem currently has a lockbox that needs to be removed.
- Security over the holidays - Notice about security in general over the holiday period to go out to all residents from Signature Strata.
 - Do not let people tail gate into the carpark.
 - Do not jam open gates or fire doors.
 - Do not let people in that you do not know.
 - Packages to go to parcel lockers.
- Expected costs from the New Change to After Hours Service Provider.
 - A new After Hours Service Provider is on board to answer emergency calls. This is in place as of 1 December.
 - The EC will only be charged if an action is required from the provider.
 - Can't give exact costs as we won't know the extent to which the service will be utilised.
 - Over a previous 3 month period, we have only had minimal incidences where an action is required.
 - Owners may be on charged the costs if the After Hours call is found to be a unit owners charge or non-common property emergency.
- Sinking fund at the end of the financial year will be approx. \$200,000.
 - Committee looking to invest in a term account.
 - Signature to provide rates for investment accounts for better financial returns.
- Furniture insurance.
 - Follow up required to ensure new furniture is accurately insured. .

Next meeting

The next EC meeting will be held on 4 March 2026, with the AGM on 20 May.
Treasurer and Strata Manager meeting in late Jan/early Feb.

Closure of meeting

The meeting was closed at 6.10pm.

Kingsborough

Block D EC Minutes



Meeting details

Date: 17 September 2025

Time: 5:30 pm

Where: Zoom Meeting
Join Zoom Meeting
<https://us02web.zoom.us/j/85146784887?pwd=vahIZ9sf073PspdTFaagNvjyCswiTr.1>
Meeting ID: 851 4678 4887 | Passcode: 250784

Attendance: N Southwell, B Connor, B Rayner,

Present: N Robb (Signature Strata)

Observers: Bev U210

Apologies: D Steele

Agenda items

1. Adoption of the previous Meetings Minutes held on 24 July 2025
 - Approved.
2. Financial Report – Bank balance as of 12/09/2025
 - Admin \$161,154.61
 - Sinking \$158,143.90
 - Arrears \$6,400.14 – Report from Admin to be sent to the EC.
 - Kone servicing invoices – Seeking service reports as there is no evidence of onsite maintenance.
 - 13708 – cleaning general – moving of GST general to contract.
 - GST on extra cleaning.
 - 16105 – Kone credit GST.
3. Feedback from CT – Executive Committee Meeting and Planning Meeting
 - Signature Strata have terminated services to the CT. The CoM have sought quotes and will be holding a General Meeting on the 30th of September to endorse the engagement of Bright & Duggan.
 - The EC of Block D have resolved to endorse the engagement of Bright & Duggan.
 - Sub committees are currently operating as below:

- Traffic management – Rod
- Garden management – Robyn & Denise
- Shared register and assets – Robyn & Marie

4. Maintenance and contracts:

Item	Contract holder	Contract dates	Notes
Solar panel maintenance	Capital Solar Maintenance	01/04/2024 to 31/03/2027	
Roller door servicing	Capital Doorworks	01/04/2024 to 01/04/2027	
Lift maintenance	Kone	20/08/2023 to 20/08/2026	
Gardening	All Seasons Horticulture	01/09/2022 to 31/08/2025	
Cleaning	Maiden Cleaning	01/06/2024 to 31/05/2027	
Electrical maintenance	Pacific FM	06/04/2023 to 05/04/2026	
Plumbing (pumps only)	QMAX	16/05/2023 to 15/05/2026	
Table/bench maintenance	Thor's Hammer	27/03/2023 to 26/03/2026	
Pest control - Birds	Australian Pest Bird	04/04/2025 to 04/04/2028	
Height SS	Touchdown	September	
Window Cleaning		When – may change to line up with other blocks.	

- Gardening Maintenance quotes have been provided to the CT for review and Block D will consider changing maintenance providers once the CT and other Blocks have engaged a new provider.
- N Southwell will circulate the gardening scope of work.

5. Action items

- In progress
 - Playground renovations. – Rendered drawings of 2 options are being considered. EC to review and decide on which option to progress with.
 - Basement carpark cracked – Blocks D & E have agreed to co-ordinate repairs. Signature Strata is seeking quotes and options to fill the cracks.

- Maintenance report (QIA) and data filled in so far. BM will continue to progress as maintenance occurs.
- Gutter cleaning quotes:
 - CBR Premium Gardens – \$370.00
 - RigCom - \$550.00 – Amended to the scopes of works – Approved by EC to progress.
 - CBR Roof Worx - \$1200.00
 - Touchdown - \$2400.00 – amended to the scopes of works
- Fire door tags – Last followed up on 12/8 with O'Neill & Brown. Matter closed pending any follow up from O'Neill & Brown.
- Closed
 - Wooden benches – 25/8
 - Garage door noise affecting Unit 117 – Drain grate repaired 28/8
 - O'Neill and Brown fire door tagging

Building managers' report

July & August reports.

- Items on top of storage cages. Letters to be issued to units storing equipment on top of storage cages requiring the removal of the items within two weeks. ACT Fire Brigade will be asked to attend and issue notices.

General Business

- Fire Stair keys & ACT Fire Brigade access
 - No known key to open all levels of fire stairs.
 - Signature Strata to contact ACT Fire Brigade to confirm if they have a lock box.
 - Lockbox to be placed back in fire room. If possible, keyed to the fire brigade key.
 - EC to also be provided with a master set of keys.
- Corridor access – items being stored in corridors
 - Units storing items that obstruct walkways is a fire safety issue and these items should be removed.
- Roof leaks are being investigated by Jega
 - JEGA investigating roof leaks in UG17.
 - JEGA will report back.
- Leak outside B1 lifts
 - This is being monitored by the BM.
 - Still leaking but only with heavy rain.
 - Signature Strata to look into drip tray quotes previously obtained.
- Leak to LG01 – Ascentum

- Strip drain investigated but there is a gap between wall and floor that needs to be sealed.
- Unit 104 dog being housed on balcony
 - Ongoing complaints of bad smell and dog faeces on the balcony and within the playground space.
 - Multiple requests have been provided to the tenant asking to clean up after their pet.
 - A Breach Notice has been approved for issue on next complaint being received.
- Lift servicing by Kone – reports to be provided to EC prior to invoice being paid.
- Gas smell potentially coming from Lounge Café
 - Coming from the meter area, ground floor by the exit ramp
 - BM to engage ACTEWAGL.
 - Bench plumbing has been out to do assessments.

Next meeting

The next EC meeting will be held on Wednesday 10 December 2025.

Following meetings will take place on:

- Wednesday 4 March 2026
- Wednesday 20 May 2026

Closure of meeting

The meeting was closed at 6:30pm.

Kingsborough

Block D EC Minutes



Meeting details

Date: 24 July 2025
Time: 5:30 pm
Where: Zoom Meeting
Meeting ID: 871 9470 2830 | Passcode: 803967
Attendance: N Southwell, D Steele, B Rayner, B Connor
Present: Nicole Robb – Signature Strata,
Observers: Unit 304

Agenda items

1. Adoption of the previous Meetings Minutes held 7th May 2025
 - Approved.
2. Elect committee member roles
 - Chair – B Rayner
 - Secretary – B Connor
 - Treasurer – N Southwell
3. Financial Report – Bank balance as of 15/07/2025
 - Admin \$167,917.49
 - Sinking \$154,566.62
 - Arrears \$4,203.70
 - Solar cleaning – completed in September 2024, however, the invoice was not received until June 2025. The 2025/2026 accounts will reflect 2 payments for cleaning in the new FY. Capital Solar will be contacted to confirm the timing of the next cleaning due in September/October.
 - Arrears update with CCA.
4. Feedback from CT – Executive Committee Meeting, AGM and meeting with Susan Proctor.
 - By-laws – Robyn to take carriage to consolidate the feedback to Susan.
 - Asset register to concentrate on the BM room and the public lift, No appetite the to change the levy schedule.
 - TMP was approved entire – only change was the signage to be moved back one light pole. RD Gossip still to provide a final plan and quote.

5. Maintenance and contracts:

Item	Contract holder	Contract dates	Notes
Solar panel maintenance	Capital Solar Maintenance	01/04/2024 to 31/03/2027	
Roller door servicing	Capital Doorworks	01/04/2024 to 01/04/2027	
Lift maintenance	Kone	20/08/2023 to 20/08/2026	
Gardening	All Seasons Horticulture	01/09/2022 to 31/08/2025	Quotes are being obtained
Cleaning	Maiden Cleaning	01/06/2024 to 31/05/2027	
Electrical maintenance	Pacific FM	06/04/2023 to 05/04/2026	
Plumbing (pumps only)	QMAX	16/05/2023 to 15/05/2026	
Table/bench maintenance	Thor's Hammer	27/03/2023 to 26/03/2026	
Pest control - Birds	Australian Pest Bird	04/04/2025 to 04/04/2028	

6. Action items

- In progress
 - Maintenance and repairs of wooden benches.
 - Follow-up for a completion date following weather delay.
 - Playground renovations.
 - EC to review new quotes and designs.
 - Garage door noise has returned and is affecting Unit 117 – maintenance to be completed on Thursday 24 July.
 - Report to be provided from Capital Doorworks and building manager.
 - Basement carpark cracked – Jega to investigate and report back.
 - Jega has engaged an engineer and reported back that the cracks are not structural and are maintenance related to wear & tear.
 - Suggestion is that the 3 Blocks, B, D & E combine to have the cracks fixed. The strata manager will obtain quotes.
 - Sewer blockage that affected 211. Venture Plumbing investigated and found wood and debris in the main line.
 - Plumbing PPM tenders:
 - Venture Plumbing – Year 1 - \$3,500 + GST

- JML Plumbing – Year 1 - \$1,956 + GST
- Pacific FM – Year 1 - \$750 + GST

The meeting agreed a PPM is not required and the strata manager will engage Venture plumbing to clean out channel drains now, and once a year.

It has been reported that welds have been cut on Tuesday morning on the grate drain for unknown reasons, the strata manager will follow up with the building manager. Quote to get it fixed from House Face Lifters.

- Maintenance report (QIA) and data filled in so far.
 - Some of the contractors need to be updated.
 - Missing fire system items – hydrants and sprinklers. Dates need to be provided. Schedule to be provided from O'Neill & Brown.
 - Dates for all items i.e. HSS.
 - Roof replacement date after hailstorm.
- O'Neill & Brown Fire Quote for fire door frame gaps - \$500.50
 - Deferred until other doors require the same maintenance.
 - Does this affect compliance for the building. Follow up where the door is located.
- Gutter cleaning quotes:
 - CBR Roofworx - \$1,200
 - Canberra Premium Garden Solution - \$370
 - Rigcom - \$550
 - Touchdown - \$2400

The strata manager will follow up on the scope of work to ensure it includes the gutter from the entry way to LG and downpipe cleaning.

- Closed
 - Kone lift service credit - credit received on 8 May 2025
 - Thermal switches tested by Pacific FM, report included
 - Atrium plants have been planted

7. Out of session decisions

- Gate intercom repaired by Smart Design
- 3 x LED downlights replaced by Pacific FM - \$330+GST

Building managers' report

May and June reports.

- Noted.

General Business

PETS

The meeting wants to remind all residents that pets are approved with the consent of the executive committee, and all pets need to be registered with the strata manager. If you need a form, please contact Signature Strata.

RENOVATIONS

All owners wishing to internally renovate their unit need to seek approval from the executive committee. A form can be filled in on the owners portal, or by contacting Signature Strata.

Next meeting

The next EC meeting will be held on 17th September 2025.

10th December 2025

4th March 2026

20th May 2026

Closure of meeting

The meeting was closed at 6.22pm.

KINGSBOROUGH BLOCK D EC MINUTES



Date: 7th May 2025

Time: 5.30 pm.

Where: Join Zoom Meeting

<https://us02web.zoom.us/j/81854801245?pwd=ehxL0OcHHzDUNFavTTJ2FhL7xREZeX.1>

Meeting ID: 818 5480 1245

Passcode: 767569

Attendance: N Southwell, D Steele, B Rayner, B Connor

Present: Nicole Robb – Signature Strata

Observers: Unit 210

Agenda Items

1: Adoption of the previous meeting minutes held on 5 February 2025.

Approved.

2: Chair Report – B Rayner advised there was no report for this meeting, but the AGM report has been drafted.

3: Financial Report – Bank balance as of 20/01/2025.

- Admin \$113,732.80
- Sinking \$137,826.21
- Arrears \$2,877.83
- Kone credit. – Ongoing.
- AGM Budget
 - Monies are still to be paid out of the Admin account to cover the last invoices of the previous FY. Approx. \$6-7000. Gardening, management fees, cleaning etc. for April.
 - Thermal imaging of boards to include all boards, not just the House Board.
 - Quotes for plumbing PPM – get estimate for budget.

- Special projects line item is still being used for items that have carried over from the previous FY.
- The budget will have a \$30,000 deficit to cover remaining special projects.
- The budget will include funding to replace the washing machines from the sinking fund.
- Electrical PPM is currently being completed by Pacific FM. The budget will be split into electrical – contract and electrical – maintenance.
- Fire Doors are still being investigated by Construction Control.

4: Feedback from CT – Executive Committee Meeting

- Traffic Management Plan – no decision was made at the EC meeting with a decision to be made at the forthcoming AGM
- Garden upgrades have started on The Causeway garden beds. Please stay off the gardens to allow the plants to establish.
- CT budget.
- CCTV – is covered by the CT, however, the building manager is to confirm if the security system is included or separate per Block.
- Food trucks/pop-ups – forms have been submitted from Block D for CT review. An owner/EC member will need to take carriage of the process to review and approve applications.

5: Maintenance and Contracts –

- *Solar Panel Maintenance – Capital Solar Maintenance – 01/04/2024 – 31/3/2027*
- *Roller Door Servicing – Capital Doorworks – 01/04/2024 – 01/04/2027*
- *Lift Maintenance Contract – KONE – 20/08/2023 – 20/08/2026*
- *Gardening Contract – All Seasons Horticulture – 01/09/2022 – 31/08/2025 – wait to see if the CT changes contractors.*
- *Cleaning Contract – Maiden Cleaning – 01/06/2024 – 31/05/2027*
- *Electrical Maintenance – Pacific FM – 6/4/2023 – 05/04/2026*
- *Plumbing (including pumps) – QMAX – 16/05/2023 – 15/05/2026*
- *Table/Bench maintenance – Thor's Hammer – 27/3/2023 – 26/03/2026*
- *Pigeons – Australian Pest Bird Management – 4/4/2025 – 4/4/2028*

6: Action List –

- Maintenance and repairs of wooden benches. Thor's Hammer to complete the paid bench repairs in the playground area in mid-May. . –
- Gutter Clean – quote requests have been sent to Touchdown, CBR Premium Garden Solutions and Gutter Vac

- Request all contracts to be in the Signature Strata app

In-Progress:

- Kone Doors – Credit still to be received – Signature Strata to follow up and advise EC.
- Fire Doors/ ONB issues – Quote from ONBFS for 'door leaf' systems – \$500.50 – on-hold pending clarification on how all doors are affected at once.
- Thermal switches were tested by Pacific FM; however, they have only tested the 1x house distribution board. The other separate boards do not require annual testing and were not included. See above Chair report for request all boards to be checked.
- Feedback on playground renovations. None received from owners after last meeting. With EC for review.
- All seasons – Andrew has confirmed the plants have arrived and are at depot, work will be commencing this month. Half-way through planting the remaining pots

6: Out of Session Decision –

- Budget discussion.

Building Managers Report:

March and April reports noted.

- Drain cleaning – the grated drain at the bottom of B1 ramp needs to be cleaned out. (Signature to organize)

General Business:

- Committee to consider entering into a plumbing PPM. – 2 Quotes to be obtained.
- Committee to consider entering into an electrical PPM. – with Pacific FM. To be separated in the budget between contract and maintenance. Find contract and put on the portal.
- Window washing, atrium clean and pigeon work (reminder for owners to provide feedback on window washing and dissatisfaction or missed windows)
 - o Communication on window cleaning was not timely or detailed from Signature Strata.

Next meeting:

AGM – 18th June at 5.30 pm

Closure of Meeting:

6.35 pm

KINGSBOROUGH BLOCK D EC MINUTES



Date: 5th February 2025
Time: 6 pm – changed next meetings to 5.30 pm.
Where: Join Zoom Meeting

<https://us02web.zoom.us/j/81854801245?pwd=ehxL0OcHHzDUNFavTTJ2FhL7xREZeX.1>

Meeting ID: 818 5480 1245

Passcode: 767569

Attendance: Nat, Denise, Ben, Brie
Present: Nicole Robb – Signature Strata
Observers: No observers due to Agenda not being sent.

Agenda Items

1: Adoption of the previous meeting minutes held on 4 December 2024.

Approved.

2: Chair Report – B Rayner to provide the chair report.

1. Children from other blocks (mostly A Block) are climbing through the garden beds to access the playground.

Action: SM will send a notice to LJ Hooker reminding residents they cannot use the D Block playground. Notice to be sent by Friday 14th February.

2. Irrigation – All Seasons and the building manager are monitoring the irrigation system and repairing known issues. Irrigation issues at playground corner/ fernery/ ongoing checking of the gardens to ensure enough water is being supplied. Matt to obtain quotes for a CT tap and sprinkler heads.
3. Pot rework: Replacement plants have not been planted.
Action: SM to follow up with All Season as soon as possible for a date and send it to EC.
4. Bike Storage – Bike storage works have not yet gone ahead.
Action: Follow up with Point FS to complete the work on B2. Provide notice to residents to move their bikes to allow installation.

5. Fire door tagging – The building manager is working with Parliament Constructions to confirm the original doors that needed tagging or why they were not tagged at the time of installation and certification.
Action: SM to contact Construction Control as their contractors did not complete mandatory requirements for the Fire doors.
6. Car park roller shutter door – Works to be completed on the 14th of February.
Action: Notice to be resent to residents outlining the roller door is for b1 only, not both floors as previously stated.
7. Water leaks into the basement – the building manager will monitor.
8. Pigeons on the roof at Dawes Street – A Pest control company has been engaged to attend to the property and remove nesting and quote for eradication.
9. Block D would like to suggest weekend pop-up food trucks access to use the CT area until the commercial tenancies are leased. It was discussed that this is on the agenda for the CT meeting.

3: Financial Report – Bank balance as of 20/01/2025.

- Admin \$113,732.80
- Sinking \$137,826.21
- Arrears \$2,877.83
- Kone credit. – Ongoing. Ben to provide a letter to the managing director of Kone.
- See attached Finance report.

4: Feedback from CT – Executive Committee Meeting

- N/A – Meeting to be held on 12th February.

5: Maintenance and Contracts –

- Solar Panel Maintenance – Capital Solar Maintenance – 01/04/2024 – 31/3/2027
- Roller Door Servicing – Capital Doorworks – 01/04/2024 – 01/04/2027
- Lift Maintenance Contract – KONE – 20/08/2023 – 20/08/2026
- Gardening Contract – All Seasons Horticulture – 01/09/2022 – 31/08/2025
- Cleaning Contract – Maiden Cleaning – 01/06/2024 – 31/05/2027
- Electrical Maintenance – Pacific FM – 6/4/2023 – 05/04/2026
- Plumbing (including pumps) – QMAX – 16/05/2023 – 15/05/2026
- Table/Bench maintenance – Thor's Hammer – 27/3/2023 – 26/03/2026

6: Action List –

- Smoke Detector in building manager's room – The smoke detector that has been located in the building manager's room is inaccessible because Jega installed A/C ducting for their

tenant. Therefore, the cost will be passed on to Jega to have the detector moved into a more suitable location within the BM office and the fire plan modified accordingly.

- Atrium plant replacement is due February 2025.

Action: SM to confirm the date with All Seasons.

- Maintenance and repairs of wooden benches. Thor's Hammer has attended and quoted for repairs. The quote of \$173 was approved.

Action: SM to confirm when this will be completed and not be reliant on the CT quote.

In-Progress:

- Unit 117 noises from garage roller door – Ongoing. The Capital Doorworks quote has been approved by the EC. Work to be completed on 14th February 2025. A notification has been sent to residents who park in B1, and notices placed in lifts and outside B1 lifts to inform residents.
- Bike racks – Point Facilities to meet with EC to consider B1 options. Notification to all residents to remove bikes from B2 while bike racks are installed.

Action: SM to organise A meeting with EC and Point FS as soon as possible

- Kone Doors – Credit still to be received – Kone Followed up on 3/10 & 15/10, 25/11 & 20/1/25. Calls and emails. Suggest legal action.

Action: Strata Manager to forward the letter from the Chair of the Powerhouse on behalf of the community to the Managing Director of Kone.

- Fire Doors/ ONB issues – The Building Manager is following up with the original installer to confirm the doors are tagged correctly.
- Thermal switches were tested by Pacific FM; however, they have only tested the 1x house distribution board. The other separate boards do not require annual testing and are not included. (Completed)
- A new leak into the basement on the playground end is to be monitored and if it worsens it will be addressed.

Building Managers Report:

Noted.

General Business:

- Playground seating – The EC have considered the options provided and is recommending Option 2 – Square with bench and power pole with power points included. The cost is \$35,000.00 approximate quote. Seating alone is approximately \$10,000.00 however; this does not include power or shade. Options are being considered for a special project next financial year. We would appreciate feedback from the owners.
- Communication/Follow-up on ACTION items –

Action: SM to consistently provide monthly updates.

- **Action:** SM to follow up on the completion of the Maintenance plan by the Building Manager. The budget is to be sent 3 weeks before the next meeting for discussion at the EC level before being presented at the EC meeting.
- Next meeting:

ECM – 7th May at 5.30 pm

AGM – 18th June at 5.30 pm

Closure of Meeting:

6.45 pm

Financial Report, Feb 2025 Powerhouse,

Expenditure since the last EC meeting

29-Jan-2025	ICON WATER LIMITED	29-Jan-2025	999254446106	\$2,293.76
29-Jan-2025	O'NEILL & BROWN FIRE SERVICES	29-Jan-2025	53845	\$280.50
29-Jan-2025	DETLEV'S ELECTRICAL PTY LTD	29-Jan-2025	162440	\$330.00
29-Jan-2025	CAPITAL DOORWORKS	29-Jan-2025	34209	\$220.00
15-Jan-2025	ACTEWAGL RETAIL	15-Jan-2025	999254307203	\$325.96
10-Jan-2025	MAIDEN CLEANING GROUP	08-Jan-2025	162	\$2,582.97
10-Jan-2025	CTS32	08-Jan-2025	06012025	\$21,137.11
20-Dec-2024	ALL SEASONS HORTICULTURAL SERV	20-Dec-2024	25828	\$459.00
19-Dec-2024	VENTURE PLUMBING CANBERRA	19-Dec-2024	3630	\$453.75
18-Dec-2024	CAPITAL DOORWORKS	18-Dec-2024	33934	\$440.00
10-Dec-2024	O'NEILL & BROWN FIRE SERVICES	10-Dec-2024	52822	\$280.50
10-Dec-2024	CAPITAL DOORWORKS	10-Dec-2024	33832	\$310.00
10-Dec-2024	KONE ELEVATORS PTY LTD	03-Dec-2024	196107396	\$4,010.82
05-Dec-2024	PACIFIC FM PTY LTD	05-Dec-2024	27663	\$767.25
05-Dec-2024	MAIDEN CLEANING GROUP	05-Dec-2024	161	\$2,582.97
05-Dec-2024	ARTHUR J. GALLAGHER & CO	05-Dec-2024	828464	\$53,319.01
04-Dec-2024	CTS32	04-Dec-2024	18112024	\$21,640.19

Upcoming expected expenditure

Gardening – replace atrium dead and missing plants around \$3000

Roller Door fix as per recommendation from company - \$6000

Bike room works - \$600

31/1 - \$2,731 in arrears

Also exploring the costs of expanding the seating /usage for the playground – initial commercial seating was quite expensive and required ongoing maintenance. Currently seeking an option with power, shelter and seating, and with reduced maintenance needs.. a rough estimate is \$35 K and have to inquire further about installation.

KINGSBOROUGH BLOCK D EC AGENDA



Date: 4th December 2024

Time: 5.30 pm

Where: Join Zoom Meeting

<https://us02web.zoom.us/j/88656416536?pwd=iNLzXRvWNaKCuz35U3naH3DrFI39GX.1>

Meeting ID: 886 5641 6536

Passcode: 491496

Attendance: N Southwell, D Steele, B Connor, B Rayner

Present: Nicole Robb representing Signature Strata

Agenda Items

1: *Adoption of the previous Meetings Minutes held 23 October 2024*

Approved.

2: *Chair Report* – B Rayner to provide chair report.

- Unit 117 noise issue – Door repairs are to be completed next Wednesday. B1 door is out of action for the day. Notice required.
- Options for the BBQ area.
- Irrigation controls – system tampering led to the D Block controller being locked. Gardeners should have reported on the plants earlier.
- Letter to be drafted by the SM for EC and then sent to owners/ residents – Powerhouse – deliveries – potential for theft of parcels. Report suspicious behaviour and collect packages as soon as possible on delivery. Using the parcel lockers where possible. No tailgating into car parks or gates. People moving in and out to use lift blankets. Waste disposal, especially recycling.

3: *Financial Report* – Bank balance as of 25/11/2024.

- Admin \$200,494.15
- Sinking \$130,813.14
- Arrears \$11,288.55 – Arrears \$4,067.08 as of 19/12/2024
- Kone credit. – On-going.

4: Feedback from CT – Executive Committee Meeting

- CMS – The Community Management Statement is being drafted by Monteath with the assistance of Proctor Legal. Members of the CTS committee met with Proctor Legal for an update.
- Irrigation/gardening – A notice will be sent to owners regarding the use of the taps located on the side of Block D – Powerhouse. These taps are accessible from the CT however, the water is metered through Block D. The taps have been locked and the building manager is obtaining quotes for a new tap to be installed that is metered to CT.
- There were initial corrections that were required to the CT budget on transfer to Signature Strata which have now been completed.
- The CT levies are outstanding as per the finance report as there had been an error by Signature in levying the Blocks.
- Next meeting of the CTS is 12th February.
- Garden & lawn rejuvenation quotes still being obtained.

5: Maintenance and Contracts –

- Solar Panel Maintenance – Capital Solar Maintenance – 01/04/2024 – 31/3/2027
- Roller Door Servicing – Capital Doorworks – 01/04/2024 – 01/04/2027
- Lift Maintenance Contract – KONE – 20/08/2023 – 20/08/2026
- Gardening Contract – All Seasons Horticulture – 01/09/2022 – 31/08/2025 – scope to be reviewed by the EC, updated as necessary and tender process started in 2025.
 - Work order for the new plants as been issued – when is the work going to start?
- Cleaning Contract – Maiden Cleaning – 01/06/2024 – 31/05/2027
- Electrical Maintenance – Pacific FM – 6/4/2023 – 05/04/2026
- Plumbing (included pumps) – QMAX – 16/05/2023 – 15/05/2026
 - Infrared scanning of electrical switchboard.

6: Action List –

Completed: Please remove previously mentioned items from this list or items identified completed at last meeting.

- Unit 411 internal ceiling to be painted.
- Fire alarm in Building managers room – New detector installed – Block Plan still to be completed.
- Washing machines have been serviced. Check signage in the laundry “clean filters”.

In-Progress:

- Unit 117 noise – Ongoing. Capital Doorworks quote has been approved by the EC. Work to be scheduled. Wednesday 11th.
- Dead plants in Atrium – Allseasons quote approved. Work order issued 20/11/24. Follow up when that will be completed.

- Bike racks – Bike racks have been ordered and will be delivered to site. Bike racks have been delivered. Scope to be discussed with installer due to measurement concerns on B1. – Notification to residents to move bikes from the affected area, to allow for upgrades. B2 to continue and work order issued. Point to meet with EC to consider options for B1.
- Kone Doors – Credit still to be received – Kone Followed up 3/10 & 15/10, 25/11. Calls and emails. Suggest legal action. Timeline & credit note information to be sent to Ben.
- Fire Doors/ ONB issues – Response provided to EC 3/10. Ben to advise if the doors are fire-rated. On-going.
- Building insurance renewal – provided to EC, awaiting confirmation in writing Basement included in policy. – Approved.
- O'Neill & Brown are updating the Block Plan to include the new detector installed in the building managers office.
- Thermal switches – Completed 11/7/24 – follow up as only 1 out of 7 boards was tested.
- Service washing machines – completed. Report to be discussed. Note the report and EC to budget for new machines in the next financial year 25/26.

Building Managers Report:

Copy of contract has been requested from Smart Design for the CCTV. – Obtained

CCTV maintenance contract – confirm scope of work to confirm monthly attendance and reporting.

Defib install and training.

General Business:

- Next levy due 30th January
- Agenda needs to be sent to the EC 2 weeks prior to the meeting. To be sent to owners 7 days prior.
- Minutes of the previous meeting in October issued and on the portal.
- EC considering furniture for the playground.
- Next meeting:

5th February

Closure of Meeting: 6.25 pm

Financial Report (as at 4/12/2024)

Powerhouse is in a good position at the end of 2024. The expenses associated with maintaining the property such as insurance, contracted works and repairs have continued to rise at least 10-15%.

The Overall Admin budget is not representative as there was a delay by Signature in the payment of our contributions to CT. There is also another due in January 2025.

We would appreciate prompt payments of levies as this assists with maintaining funds in our Admin account – currently we are in arrears over \$11 000.

It has been challenging to get quotes to move some of our 2024-25 projects forward. We have approved the works for improvement in the bike storage room in B2.

Admin Fund: \$173,363.08

Sinking Fund: \$130,827.34

KINGSBOROUGH BLOCK D EC AGENDA



Date: 23rd October 2024

Time: 6 pm

Where: Join Zoom Meeting

<https://us02web.zoom.us/j/86811426594?pwd=fGKGZx2xIMmcSkY4OeEAY86aHrVgLV.1>

Meeting ID: 868 1142 6594 **Passcode:** 670036

Attendance: Denise, Natalie, Ben. Brie – apologies.

Present: To be confirmed at the meeting

Observers: To be confirmed at the meeting

Agenda Items

1: Adoption of the previous Meetings Minutes held 28 August 2024

Approved.

2: Chair Report – B Rayner to provide chairs report.

Point and FS doing well. Follow up on unit 117.

3: Financial Report – Bank balance as of 23/10/2024.

- Admin \$191,861.38
- Sinking \$129,242.99
- Arrears \$31,634.09
- Kone credit. – On-going. Kone did not apply a credit to the last lift invoice as suggested.

4: Feedback from CT – Executive Committee Meeting

CCTV policy – being re-worked by Block B based on feedback.

Traffic management report – sub-committee met and walked around the complex and reviewed sign placement. Validate process through Access Canberra.

5: Maintenance and Contracts –

- Solar Panel Maintenance – Capital Solar Maintenance – 01/04/2024
- Roller Door Servicing – Capital Doorworks – 03/04/2024
- Lift Maintenance Contract – KONE – Signed contract obtain

- Gardening Contract – All Seasons Horticulture – 29/08/2022
- Cleaning Contract – Maiden Cleaning – 01/06/2024
- Electrical Maintenance – Pacific FM – 14/4/2023
- Plumbing (included pumps) – QMAX – 16/05/2023

6: Action List –

Completed:

- Leak & Powerpoint fixed by Jega.
- Window Cleaning – Completed.
- Fire Extinguishers – Completed.
- Roof leak – completed. Unit internal ceiling to be painted.
- Dogs peeing in playground – sign installed.
- Fire alarm in Building managers room – New detector to be installed and paid for by CT.
- Basement cracks – Completed by Jega.

In-Progress:

- Leaking AC condensers – Monitoring with BM.
- Unit 117 noise – Ongoing.
- Dead plants in Atrium – Allseasons quote provided. Outscapes and Corporate Gardens still being obtained.
- Bike racks – Scope of work and budget have been provided to the EC. Padlock to be mastered keyed to the normal access to common areas. \$5,000 budget.
- Kone Doors – Credit still to be received – Kone Followed up 3/10 & 15/10.
- Fire Doors/ ONB issues – Response provided to EC 3/10. Ben to advise if doors are fire rated.

Building Managers Report:

B2 fire door damaged due to potential break-in. Follow-up.

Security camera issue – been repaired. Check the contract is it covered as maintenance.

Provide all contracts for the CT/ Powerhouse – should be available for relevant committee members in Resvu – also any reports such as sinking fund/ maintenance reports/ latest insurance etc.

Washing machine servicing – quote for service vs. new.

Thermal testing – Completed in July 2024.

Hopper cleaning – Follow up with the cleaners.

Drain at the bottom of ramp into B1 carpark area needs to be cleaned.

General Business:

Any additional items can be raised at the meeting.

- Communication between BM, Signature and EC concerning expenditure.

Request for communication around work that has been completed to ensure that the Block is being invoiced appropriately. Any upcoming work to be advised to the EC.

\$200 limit on BM. Everything must be quoted – at least one.

- Waste Room compliance

3 bollards and quote to install. Flamboyant approved work order. SM to follow up with call and get cost estimate.

Next meeting:

4th December 2024 – 5.30pm

Closure of Meeting:

7pm

KINGSBOROUGH BLOCK D EC AGENDA



Date: 28th August 2024

Time: 5.30 pm

Where: **Zoom:**

<https://us02web.zoom.us/j/89152065251?pwd=ptM0isJ5KaMhZlCQF5SuWXoP0EZoNC.1>

Attendance: N, Southwell, B Rayner, B Connor, D Steele

Present: Nicole Robb & Siena Brown from Signature Strata

Observers: Matt Benedetti & Matt Tant from Point FS

Agenda Items

1: Adoption of the previous Meetings Minutes held 21 May 2024

Approved.

2: Chair Report – B Rayner to provide chair report.

Motion sensor in B1 – completed.

Inaccessible window cleaning and spider spray. Some units have flyscreens on the outside, that face out on to the roadway. Whilst the notice did advise to remove these screens, it was noted several were not and may not have been cleaned. (Investigate this further next year for units facing Dawes to ensure clean)

3: Election of Office Bearers

Chairperson – Ben Rayner

Secretary – Brienne Connor

Treasurer – Natalie Southwell – Approver for the InvoiceHub.

4: Election of CTS representatives

Denise Steele & Natalie Southwell

5: Financial Report – Bank balance as of 19 August 2024

Admin Fund: \$124,885.76

Sinking Fund: \$109,062.35

Arrears: \$2,076.33 – 6 units

6: Feedback from CT – General Meeting

No feedback recorded.

7: Maintenance and Contracts –

- Solar Panel Maintenance – Capital Solar Maintenance – 01/04/2024
- Roller Door Servicing – Capital Doorworks – 03/04/2024
- Lift Maintenance Contract – KONE – Unable to locate signed contract
- Gardening Contract – All Seasons Horticulture – 29/08/2022 – grass replacement in village square due to lack of maintenance. No common sense and proactivity. CT previously asked Vantage to provide a plan of all garden beds that needed to be attended to. BM to assist. Add to CTS agenda.
- Cleaning Contract – Maiden Cleaning – 01/06/2024
- Electrical Maintenance – Pacific FM – 14/4/2023
- Plumbing (included pumps) – QMAX – 16/05/2023

8: Action List –

Completed:

- FIP Fault
- Bike Audit
- Lift Maintenance Contract – Re-signed with Kone
- Lockbox removed
- Sensor light installed
- Washing machines
- Invoice for FIP repair on charged to owner – PAID.

In-Progress:

- Leak (fixed) and power point – Signature Strata to follow up with Jega regarding the power point as they workers broke it during the leak repair.
- Window clean booked for 20/8/24 -completed.
- Leaking AC condensers – BM following up. Signature Strata contacting owners when notified.
- Playground fencing (quote attached) – On hold and to be monitored.
- Fire extinguishers – Issued work order – Signature Strata to follow up on the commencement date.
- Unit 117 noise – The EC have provided the information to Jega to assist with the location of the noise source. The EC also requested Signature reach out to the owner to recommend checking the filters and clean them if needed. The BM will also investigate for any possible sources. It was also noted that no other units have complained about noise.
- Dead plants in Atrium – (quote attached) 25 plants – Signature Strata to source a 2nd quote.
- Roof leak – With insurer/Jega.

- Dogs peeing in playground (from Building Manager) –N Southwell to purchase a sign from Bunnings. Residents are not to use the area for their dogs to relieve themselves.
- Bike racks – EC to develop a scheme.
- Kone Doors – Credit still to be received. The EC have agreed to have the credit applied to the next lift maintenance invoice. Signature to advise Kone this is what will happen.
- Fire alarm in Building managers room – (CT cost?) – The building is complaint and the quote for battery replacement will be raised for approval at the next CTS meeting.
- Basement cracks – as at 16/07/24 still being attended to by Jega – Signature Strata has requested an update.
- Solar panels above 411 and 410 are individually owned and not to be included in the regular maintenance.

General Business:

Any additional items can be raised at the meeting.

- Decision on brokers – The meeting agreed to appoint Arthur J Gallagher Brokers.
- Plans around playground/ use – The EC will develop a plan to add some garden spaces and power points to make it more useable for residents of Block D.
- Reports from contractors – EC to be sent reports. Where possible BM to advise when contractors will be attending. Request all contractors to pre-book so we know when they are attending. Signature and Point to check the key register as contractors should not be holding their own keys.
- Waste Room compliance – Roller door protection was not required at the time the DA was lodged and approved prior to Feb 2019. Signature Strata is to obtain a quote for repair from Capital door works. B Rayner to provide a letter response to Veolia.

Closure of Meeting

Meeting closed 6.45 pm

Next Meetings – Owners are welcome to attend as observers.

ECM – 16th October

ECM – 4th December

ECM – 5th February

ECM – 7th May



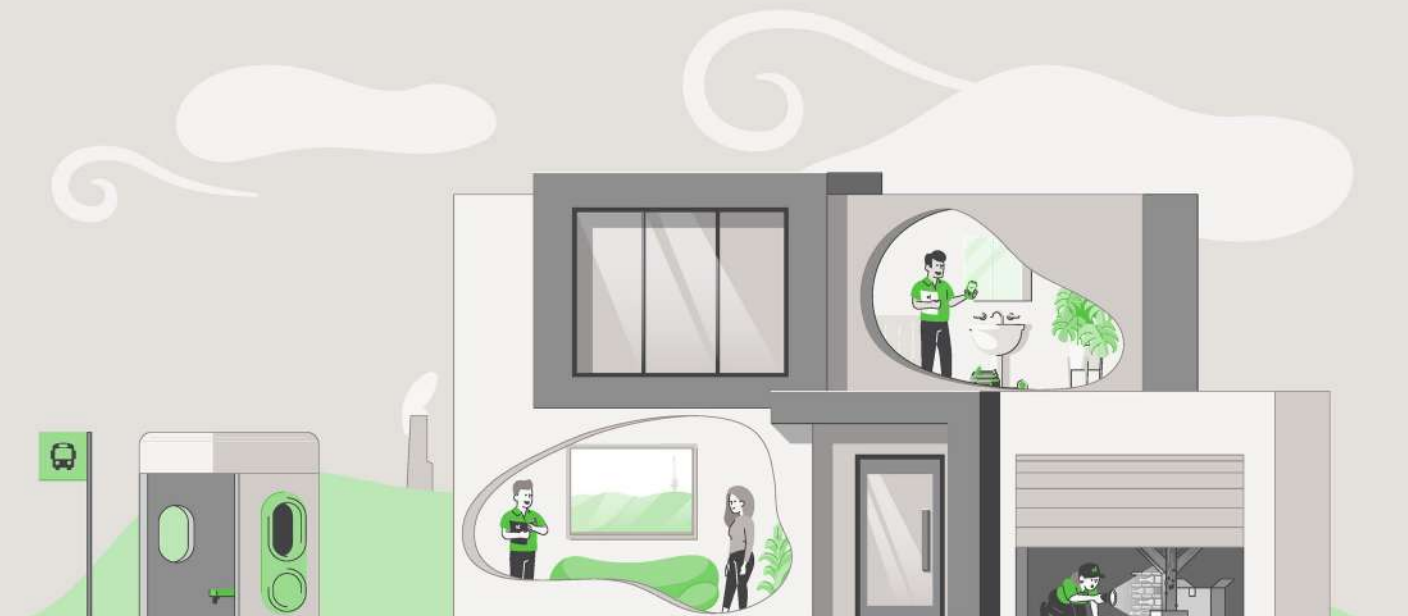
ACT
PROPERTY
INSPECTIONS

214/17 The Causeway,
Kingston ACT 2604

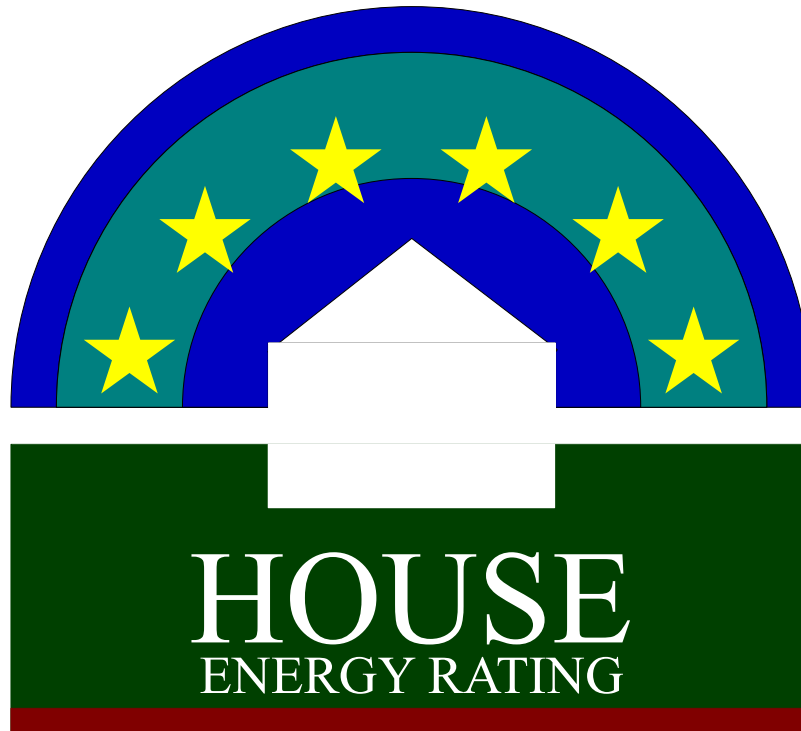
Report prepared: Thursday, October 3rd 2024

Energy Efficiency Rating
Insurance Certificates
Tax Invoice

Energy Efficiency Report



FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★ ★ ★ ★ ★ ★ **6 STARS**
in Climate: 24 **SCORE: 45 POINTS**

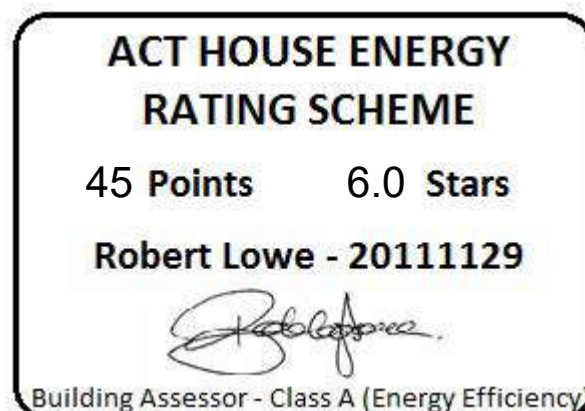
Name: Scaramella

Ref No: 58405

House Title: Unit 47 Block 52 Section 60 KINGSTON

Date: 03-10-2024

Address: 214/17 The Causeway, 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	45											
Potential	60											

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 & Pelmet's14

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	45	★★★★★★
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Largest windows in the dwelling;

Direction : ESE

Area : 12 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	53	★★★★★★
2. South East	42	★★★★★★
3. South	38	★★★★★★
4. South West	34	★★★★★★
5. West	42	★★★★★★
6. North West	58	★★★★★★
7. North	69	★★★★★★
8. North East	67	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: **Unit 47 Block 52 Section 60 KINGSTON, 214/17 The Causeway, Kingston ACT 2604,**

Assessor's Name:

Net Conditioned Floor Area: **52.8 m²**

Net Conditioned Floor Area: 52.8 m²				Points			
Feature				Winter	Summer	Total	
CEILING				15	0	15	
Surface Area: 119		Insulation: -104					
WALL				10	-2	8	
Surface Area: 3		Insulation: 7		Mass: -1			
FLOOR				19	-5	13	
Surface Area: 20		Insulation: -9		Mass: 2			
AIR LEAKAGE (Percentage of score shown for each element)				7	0	7	
Fire Place 0 %		Vented Skylights 0 %					
Fixed Vents 0 %		Windows 37 %					
Exhaust Fans 36 %		Doors 13 %					
Down Lights 0 %		Gaps (around frames) 14 %					
DESIGN FEATURES				0	-1	-1	
Cross Ventilation -1							
ROOF GLAZING				0	0	0	
Winter Gain 0		Winter Loss 0					
WINDOWS				-12	-14	-26	
Window Direction	Area		Point Scores				
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total	
ESE	12	23%	-48	36	-14	-26	
Total	12	23%	-48	36	-14	-26	
* 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 15 points				Winter	Summer	Total	
RATING	★★★★★★		SCORE		39	-23	45*

* includes 29 points from Area Adjustment

Detailed House Data

House Details

ClientName	Scaramella
HouseTitle	Unit 47 Block 52 Section 60 KINGSTON
StreetAddress	214/17 The Causeway, Kingston ACT 2604
FileCreated	03-10-2024

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

<u>ID</u>	<u>Construction</u>	<u>Sub Floor</u>	<u>Upper</u>	<u>Shared</u>	<u>Foil</u>	<u>Carpet</u>	<u>Ins RValue</u>	<u>Area</u>
1	Suspended Slab	Enclosed	No	Yes	No	Carp	R0.0	9.7m ²
2	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	44.3m ²

Wall Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Ins RValue</u>	<u>Length</u>	<u>Height</u>
1	Framed: FC Sheet Clad	Yes	R2.0	22.8m	2.7m
2	Framed: Metal Clad	No	R2.9	4.9m	2.7m
3	Framed: FC Sheet Clad	No	R2.9	4.9m	2.7m

Ceiling Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Foil</u>	<u>Ins RValue</u>	<u>Area</u>
1	Flat - Suspended Slab	Yes	No	R0.0	54.0m ²

Window Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Utility</u>	<u>Glass</u>	<u>Frame</u>	<u>Curtain</u>	<u>Blind</u>	<u>Fixed & Adj Eave</u>	<u>Fixed Eave</u>	<u>Head to Eave</u>
1	ESE	2.6m	4.6m	No	SG	ALIMPR	HB	No	0.0m	0.0m	0.0m

Window Shading Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Obst Height</u>	<u>Obst Dist</u>	<u>Obst Width</u>	<u>Obst Offset</u>	<u>LShape Left Fin</u>	<u>LShape Left Off</u>	<u>LShape Right Fin</u>	<u>LShape Right Off</u>
No shaded windows											

Zoning Details

Is there Cross Flow Ventilation ?	Poor
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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

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	2	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



Pest Controllers Combined Liability Certificate of Currency

The Policy below is current until 4.00pm on the expiry date shown below

INSURED: ACT Property Inspections Pty Ltd

BUSINESS DESCRIPTION: General Pest & Weed Control
Timber Pest Inspections
Termite Barrier Installations
Pre-Purchase House Pest Inspections
Building Inspections (Non-Pest Related)
Energy Efficiency Ratings
Compliance Reports

POLICY REFERENCE: 09A349653PLB

PERIOD OF INSURANCE: From: 4.00pm on 30/03/2024
To: 4.00pm on 30/03/2025

POLICY CLASS: Pest Controllers Combined Liability

SUMS INSURED: **Section 1: General Public & Products Liability**

\$20,000,000 Our maximum liability in respect of any claim or series of claims for Personal Injury, Property Damage or Advertising Liability caused by or arising out of any one occurrence; and

\$20,000,000 Our total aggregate liability during any one period of insurance for all claims arising out of Your Product

Section 2: Professional Indemnity

\$5,000,000 Our maximum liability in respect of any Claim or any series of Claims inclusive of costs and expenses.

\$10,000,000 Our total aggregate liability for all Claims inclusive of costs and expenses.

This Certificate of Currency is subject to the Policy Documentation to be read in conjunction with the Definitions, Conditions and Exclusions in the Pest Controllers Combined Liability Insurance Policy.

Date Issued: 22 March 2024



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

Katrina Carmen Scaramella & Joel Nicolas Scaramella
214/17 The Causeway
KINGSTON ACT 2604
AUSTRALIA

Invoice Date
1 Oct 2024

Invoice Number
INV-24432

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	349.59	10%	349.59
ACTPLA - EER ESDD Lodgement Fee (no GST)	1.00	40.45	GST Free	40.45
			Subtotal	390.04
			TOTAL GST 10%	34.96
			TOTAL AUD	425.00

Due Date: 10 Oct 2024

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

Katrina Carmen Scaramella & Joel Nicolas Scaramella
214/17 The Causeway
KINGSTON ACT 2604
AUSTRALIA

Payment Date
1 Oct 2024

Sent Date
3 Oct 2024

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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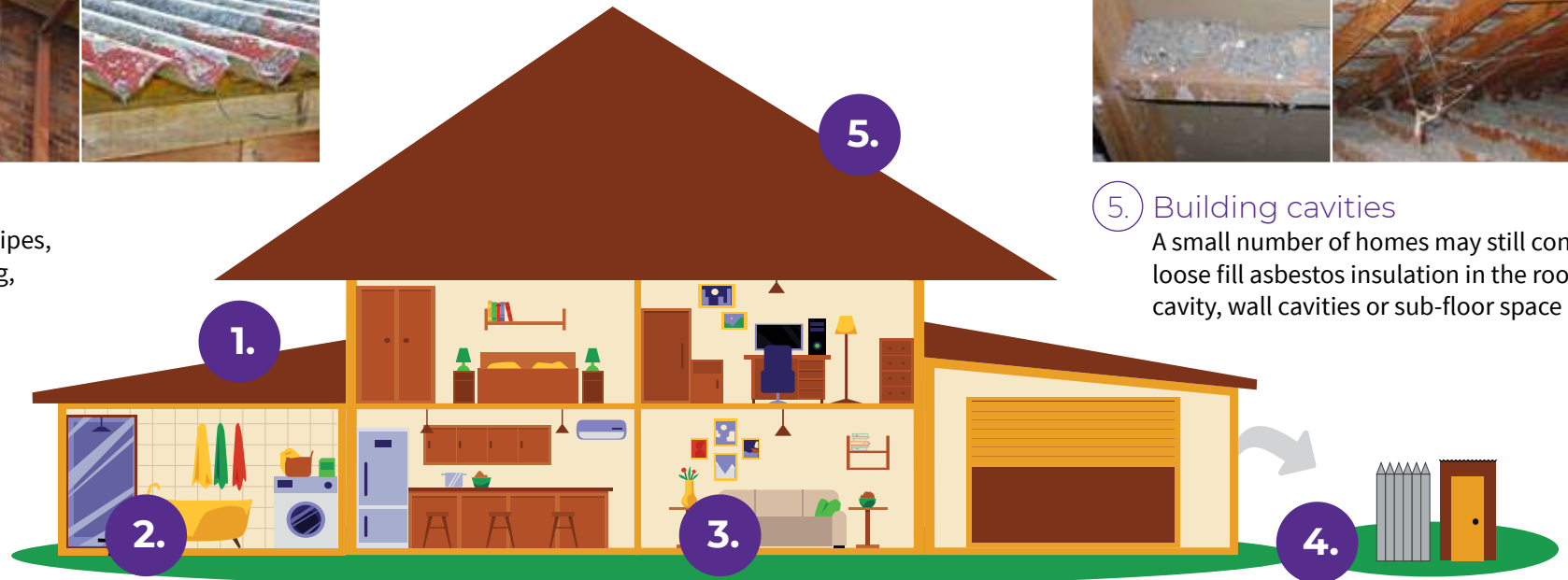
Invoice Date	Reference	Payment Reference	Invoice Total	Amount Paid	Still Owing
1 Oct 2024	INV-24432	Payment - INV-24432 Payment created via eWAY PayThis.	425.00	425.00	0.00
			Total AUD	425.00	0.00

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.