

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		44	4391	2	21	Coombs
		and known as 44/9 GUSTIN STREET COOMBS ACT 2611				
Seller	Full name	TANVEER SINGH SODHI, AMITA				
	ACN/ABN					
	Address	44/9 GUSTIN ST, COOMBS ACT 2611				
Seller Solicitor	Firm	R & J LAWYERS				
	Email	rana@randjlawyers.com.au				
	Phone	0466042242	Ref RANA ABBAS			
	DX/Address	EY BUILDING L8 121 MARCUS CLARKE STREET CANBERRA ACT 2601, LEVEL 8				
Stakeholder	Name	Hive Property (act) Pty Ltd				
Seller Agent	Firm	Hive Property (ACT) Pty Ltd				
	Email	michaelp@hiveproperty.co				
	Phone	0431 937 684	Ref Michael Pead			
	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					
Date for Registration of Units Plan		N/A				
Date for Completion		On or before 30 days from the date of this Contract				
Electronic Transaction?		☐ No ☒ Yes, using Nominated ELN: PEXA				
Land Tax to be adjusted?		☐ No ☒ Yes				
Residential Withholding Tax	New residential premises?	☒ No ☐ Yes				
	Potential residential land?	☒ No ☐ Yes				
	Buyer required to make a withholding payment?	☒ No ☐ Yes (insert details on p.3)				
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?	☐ No ☐ Yes				
	Clearance Certificates attached for all the Sellers?	☒ No ☐ Yes				

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

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

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- ☐ Proposed plan
- ☐ Inclusions list

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

- ☐ Inclusions list
- ☐ Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- ☐ Tenancy Agreement
- ☒ No written Tenancy Agreement exists

Invoices

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

Asbestos

- ☐ Asbestos Advice
- ☐ Current Asbestos Assessment Report

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

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

Tenancy Summary

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

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

Name		Phone	
Address			

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

1 An Agent, authorised by the Seller, may:

- insert:
 - the name and address of, and contact details for, the Buyer;
 - the name and address of, and contact details for, the Buyer Solicitor;
 - the Price;
 - the Date of this Contract,
- insert in, or delete from, the Goods; and
- exchange this Contract.

2 An Agent must not otherwise insert, delete or amend this Contract.

3 **The Agent must not exchange this Contract unless expressly authorised by the Seller or (if a solicitor is acting for the Seller) by the Seller or the Seller Solicitor.**

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

1. Definitions and interpretation

1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

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

2. Terms of payment

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

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

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

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

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

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

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

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

3. Title to the Lease

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

4. Restrictions on transfer

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

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

5. Particulars of title and submission of transfer

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

6. Buyer rights and limitations

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

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

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

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

8. Adjustments

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

9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

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

12. Additional Seller obligations

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

13. Electronic transaction

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

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

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

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

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

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

13.3.1 if the title to the Lease is not Electronically Tradeable or the transfer of the Lease is not eligible 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.

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Block 2 Section 21 Coombs
44/9 GUSTIN STREET COOMBS ACT
2611

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EXECUTION PAGE

ADDITIONAL CLAUSES

1. Contractual relationship

- a. No rights or obligations, legal or otherwise, shall arise between the parties unless the Contract is exchanged and dated.
- b. The Sellers reserves the right to sell the Property to another Buyer or withdraw the Property from sale at any time prior to the date of this Contract.

2. Cooling-off period

- a. Unless the sale is by way of public auction, on or before the date of this Contract, the Buyer must waive the cooling-off period for this Contract and provide the Seller with a certificate signed by a lawyer that complies with section 17 of the Civil Law (Sale of Residential Property) Act 2003.

3. Time

- a. Time is extended until the next business day if the time for Completion falls on a day which is not a business day in the Australian Capital Territory.

4. Cooperation

- a. The Buyer and the Seller agree to act in good faith and to cooperate to ensure the timely completion of this contract.
- b. Each party must promptly:
 - i. Provide information, documents, and approvals reasonably required by the other party.
 - ii. Sign any documents necessary to give effect to this contract; and,
 - iii. Coordinate with their solicitors, banks, and any relevant authorities to avoid delays in settlement.
- c. Nothing in this clause requires a party to act unlawfully, incur unreasonable expense (except as agreed in this Contract), or compromise their legal rights.

5. Terms of payment

- a. The deposit shall be in part payment of the purchase price. The Buyer must pay to the Seller the balance of the purchase price as directed by the Seller.
- b. The deposit may be paid by bank cheque, bank transfer, deposit bond or bank guarantee.
- c. The Deposit shall become the property of the Seller upon Completion or termination of the Contract due to the Buyer's default.

6. Deposit by instalments

- a. The Buyer must pay the full 10% Deposit on or before the date of this Contract. The Seller may, at its discretion, accept the Deposit in two instalments as follows:
 - i. the first instalment of 5% of the Purchase Price, payable on or before the date of this Contract; and
 - ii. the second instalment, being the balance of the 10% Deposit, payable on Completion, time being of the essence.
- b. It is an essential term of this Contract that the second instalment of the 10% Deposit is paid in accordance with this clause.
- c. If the second instalment is not paid as required, the Seller may, at any time while it remains unpaid, terminate this Contract.
- d. Upon termination under this clause, the Seller may:
 - i. retain any part of the Deposit already paid as at the date of termination; and

- ii. recover from the Buyer any unpaid portion of the Deposit up to a total of 10% of the Purchase Price as a liquidated claim in a court of competent jurisdiction.
- e. This clause does not limit any other rights or remedies the Seller may have under this Contract, at law, or in equity.

7. Electronic execution

- a. The parties agree that this Contract may be executed electronically using any secure electronic signature platform, including but not limited to PDF, DocuSign, and that a party's electronic signature shall be deemed to satisfy any requirement for a wet or physical signature under this Contract.
- b. This Contract may be executed in any number of counterparts, each of which, when taken together, will constitute a single document.
- c. Where this Contract is electronically signed by or on behalf of a party, that party warrants and agrees that the electronic signature identifies the person signing and indicates the party's intention to be bound by this Contract.
- d. Each party consents to the exchange of counterparts of this Contract by email or any other agreed electronic means.

8. Liability of Signatory

- a. If the Buyer is a company, any signatory for the company is personally liable for the due performance of the company's obligations as if the signatory were the Buyer in the case of a default by a proprietary limited company Buyer.

9. Transfer Form

- a. This clause applies if this is a non-PEXA settlement.
- b. At least 7 days before the Completion, the Buyer must prepare and give the Seller a Transfer Form as prescribed by the Land Titles Act.
- c. The receipt of the Transfer Form by the Seller is not acceptance of the Buyer's title.

10. Funds for completion

- a. The Buyer warrants that they do not require finance approval to fund the Completion of this Contract, and the Buyer shall not have any right to terminate or seek rescission of this Contract on the basis that they have not secured finance approval.

11. Security, Verge, or Compliance Bond

- a. This clause applies if, at the time of acquiring the Land, the Seller provided any security for the performance of the Seller's obligations or paid any money, including a Compliance, Solar, Verge, or similar bond (the "Bond"), as required by any statutory agency, authority, or developer.
- b. On Completion, the Buyer must make an allowance in favour of the Seller for the full amount of the security or Bond. This condition shall not merge on Completion, and any unpaid amount under this clause shall constitute a debt payable on demand by the Buyer.
- c. The Buyer acknowledges and agrees that, upon receiving the form signed by the Seller to transfer the compliance bond, the Buyer must pay the full amount of the Bond unconditionally to the Seller. Time is of the essence in respect of this obligation.
- d. The Seller must, as soon as practicable after Completion, take all necessary action and execute all documents required to assign the benefit of the Bond to the Buyer.
- e. If the Buyer fails to make payment of the Bond amount in accordance with this clause, the Seller shall be entitled to recover the amount as a liquidated debt together with any costs incurred in enforcing this provision.
- f. The Buyer acknowledges that:
 - i. They have satisfied themselves with the eligibility requirements to be eligible for the return of the Bond; and
 - ii. They must comply with the eligibility requirements to be eligible for the

return of the Bond.

12. Buyer's acknowledgement and Warranties

- a. The Buyer acknowledges and agrees that:
 - i. They assume all risk of loss or damage to the Property from the Date of the Contract.
 - ii. They have satisfied them self as to the use, purpose, location, description, quality and nature of the land and the structure or improvements on the land.
 - iii. The Buyer warrants that, except for the Seller's agent (if any) named in this Contract, no real estate agent or other person introduced the Buyer to the Property or the Seller in a way that could give rise to a commission, and the Buyer indemnifies the Seller against any such claims, including all associated costs and expenses. This Special Condition survives Completion and shall not merge on settlement.
 - iv. Any omission, mistake, or inaccuracy in the description of the Property, including the area, measurements, or other particulars, does not invalidate the sale, entitle the Buyer to compensation or damages, or require the Seller to amend title or bear any cost in relation to title.
 - v. The Property and any Goods included in the sale are sold on an "as is, where is" basis, with all defects, whether latent or patent, infestation, state of repairs, or faults existing at the date of this Contract.
 - vi. They have satisfied themselves as to the quantities, description, quality and state of repair of the Goods.
 - vii. The Seller is not bound by any advertisement, statement, or representation made by any agent, and the terms of this Contract constitute the entire agreement between the parties.
 - viii. The Buyer cannot make any claim, objection, or requisition of any nature regarding the legal status of improvements, compliance with applicable legislation, or the physical condition of the Property.
 - ix. The Seller has no obligation or liability to obtain approvals, carry out repairs, renovations, alterations, or improvements to the Land, buildings, structures (including fencing), or Goods.
 - x. The Buyer cannot rescind, terminate, or delay Completion due to any matter addressed in these Additional Provisions.

13. Asbestos

- a. The Seller does not warrant that the Property is free of any form of asbestos, and the Buyer will make no claim, requisition, rescind, terminate, or delay Completion in respect of the existence or discovery of asbestos on or in the Property.
- b. The Buyer acknowledges that they will make and rely upon their own inquiries about asbestos at the Property.

14. Damages for delay

- a. If the Buyer fails to complete this Contract on the completion date, and provided that the Seller is able, ready and willing to completethe Contract, the Buyer shall from the date of completion, pay the Seller, as liquidated damages, on Completion an amount at interest rate and the legal costs as specified in the Reference Schedule.
- b. The Buyer agrees that the amount payable pursuant to this provision is a genuine pre-estimation of the loss to the Seller for the delay in Completion.
- c. This provision does not affect the Seller's right against the Buyer to recover any other damages, and this clause shall not on Completion.

15. No reliance

- a. Each party has entered this Contract without reliance upon any representation, statement, or warranty (including sales advice, marketing material) except as set out in this Contract.

16. No Caveat

- a. Notwithstanding any entitlement to lodge a caveat, the Buyer agrees that they must not lodge a caveat for registration in respect of the Property prior to Completion of the Contract.
- b. The Buyer, for valuable consideration, irrevocably appoints the Seller, and each person nominated by the Seller, as the Buyer's attorney to withdraw any caveat lodged on any certificate of title comprising any part of the land in contravention of this clause.
- c. All costs incurred by the Seller to withdraw the caveat shall be payable by the Buyer.

17. No Assignment

- a. The Contract and all rights and obligations of the Buyer herein are personal to the Buyer and cannot be assigned or transferred by the Buyer without the written consent of the Seller, which may be withheld in Seller's absolute discretion.

18. Access for Valuation or Finance

- a. The Seller will permit the Buyer and/or another person authorised by the Buyer access to the Property upon at least twenty-four (24) hours' written notice:
 - i. for the purpose of valuation; and
 - ii. pre-Completion inspection of the Property.

19. Keys

- a. Upon Completion the Seller will provide the Buyer with all available keys in the Seller's possession, required to enter the Property.
- b. The Buyer must not delay Completion, make no objection, requisition, or claim compensation with respect to the availability or otherwise of any keys to the property.
- c. Save as otherwise agreed by the parties, the Seller shall not be required to release the keys to the Buyer unless all monies (including adjustment amounts) payable under the contract are paid by the Buyer to the Seller.

20. Insolvency

- a. Corporate Buyer
Without limiting any other rights or remedies of the Seller, if the Buyer is a corporation and any of the following occurs:
 - i. a petition for the winding up of the Buyer is presented and is not stayed, withdrawn, or discharged within 21 days, or the Buyer passes a resolution for its winding up.
 - ii. an administrator or controller (as defined in section 9 of the Corporations Act 2001 (Cth)) is appointed over all or any part of the Buyer's assets or undertaking.
 - iii. a provisional liquidator is appointed in respect of the Buyer's undertaking.
 - iv. the Buyer becomes an insolvent under administration (as defined in section 9 of the Corporations Act 2001 (Cth));
 - v. execution, distress, or any similar legal process is levied against any of the Buyer's property for an amount exceeding \$10,000 and is not satisfied, withdrawn, or discharged within 21 days: or
 - vi. the Buyer enters into any arrangement or composition with its creditors, whether under the Corporations Act 2001 (Cth) or otherwise,

then the Buyer shall be deemed in default of this Contract, and the Seller may terminate the Contract in accordance with clause 19 of the Printed Terms or exercise any other rights or remedies available under this Contract or at law.

b. Individual Buyer

Without limiting any other rights or remedies of the Seller, if the Buyer is an individual and any of the following occurs:

- i. the Buyer dies.
- ii. the Buyer becomes incapable of managing their affairs due to unsoundness of mind.
- iii. the Buyer enters any arrangement with creditors or transfers assets for their benefit.
- iv. the Buyer admits an inability to pay their debts as they fall due; or
- v. any event occurs that is analogous or substantially similar to the events listed above,

then the Buyer shall be deemed in default of this Contract, and the Seller may terminate the Contract in accordance with clause 19 of the Printed Terms or exercise any other rights or remedies available under this Contract or at law.

21. Guarantor and Indemnity

- a. In consideration of the Seller entering this Contract at the request of the Guarantor, the Guarantor:
 - i. unconditionally and irrevocably guarantees the payment of all amounts payable by the Buyer and the full and punctual performance of all obligations under this Contract; and
 - ii. indemnifies and holds the Seller harmless from any liability, loss, damage, cost, or expense arising directly or indirectly from any breach, non-performance, or default by the Buyer.
- b. This guarantee and indemnity is a primary, continuing obligation of the Guarantor, not collateral to any other obligation or security, and remains enforceable notwithstanding:
 - i. any time, indulgence, waiver, release, compromise, or concession granted to the Buyer or any other person;
 - ii. the death, bankruptcy, liquidation, or incapacity of the Buyer, the Guarantor, or any other person;
 - iii. any arrangement, assignment, scheme of arrangement, compromise, or reconstruction of debts relating to the Buyer, the Guarantor, or any other person.
 - iv. the Seller exercising or refraining from exercising any rights, powers, or remedies under this Contract, at law, or under any other security or guarantee.
 - v. any judgment obtained by the Seller against the Buyer or any other person; or
 - vi. any partial payment or settlement made by the Buyer or Guarantor, or any statutory avoidance of such payment.
- c. The Guarantor remains liable for all amounts owed by the Buyer under this Contract, including interest, costs, and charges, now or in the future, notwithstanding any release, discharge, or settlement of the Buyer in whole or in part.
- d. If any payment made by or on behalf of the Buyer or Guarantor is subsequently avoided or set aside, the Guarantor's liability is not discharged, and the Seller may recover the amount directly from the Guarantor without first pursuing the Buyer.
- e. This guarantee and indemnity survive the Completion, termination, or enforcement of this Contract, and continues until the Seller provides written discharge to the Guarantor.

- f. It is an essential term of this Contract that the Guarantor executes this Contract.

22. Non-Merger

- a. Any unfulfilled obligation, including warranties, undertakings, agreements, obligation for payment under this Contract and continuing obligations in these Additional Provisions shall not merge on Completion and will continue in force for as long as necessary to give effect to it.

23. Adjustments

- a. For the purposes of this clause, *Adjustments* include the adjustment of Land Charges and, where applicable, all other adjustments contemplated by clauses 8, 31, 43, and 45 of the Printed Terms of the Standard Contract.
- b. The Buyer must provide to the Seller, not later than **3 Business Days prior to Completion**, all certificates, statements, and other information reasonably required to calculate the Adjustments.
- c. Despite any other provision of this contract to the contrary, adjustments are to be made on the earliest date the possession is given to the Buyer, the Completion date and date of actual completion.
- d. Any failure to make an adjustment or allowance, or any error or omission in apportionment or calculation, or any non-payment of an adjustment or allowance at Completion, does not release a party from its obligation to make or pay the relevant adjustment or allowance.
- e. If a party overpays any amount as a result of an Adjustment, the party receiving the benefit of that overpayment is liable to and must reimburse the overpaid amount to the paying party within **7 days** after being notified of the overpayment. The overpaid amount constitutes a debt until repaid in full.
- f. Any outstanding amount arising from an Adjustment constitutes a debt immediately due and payable, and the liable party must, within **7 days** after notification:
 - i. pay the outstanding amount directly to the relevant authority; or
 - ii. reimburse the other party for the full amount.
- g. This is an essential clause that shall not merge on completion.

24. Effect of Additional Provisions

- a. The parties agree that in case of any inconsistency between these Additional Provisions and the Printed Terms of the Standard Contract, the Additional Provisions shall prevail.
- b. The Buyer must not make any objection, requisition, claim or delay the completion or rescind or terminate this Contract in respect of any matter in the Additional Provisional.

25. Subject to Finance

- a. This clause applies *only* if the Contract is subject to and conditional upon the Buyer unconditionally obtaining approval of a mortgage loan ("the mortgage loan") to complete the purchase.
- b. The Buyer has 21 days after the Contract Date (the Finance Period) to apply and obtain unconditionally the approval of the mortgage loan to complete the purchase.
- c. The Buyer must, immediately after the date of this Contract (if not already done):
 - i. apply to a reputable bank or financial institution for the mortgage loan and diligently pursue that application;
 - ii. do all acts, matters, and things reasonably required to obtain approval;
 - iii. pay all application fees required by the lender; and
 - iv. supply all information, certificates, and valuations reasonably required by the lender to approve the mortgage loan within the Finance Period.
 - v. These obligations are essential conditions of this Contract.
- d. The Buyer may waive the benefit of this Finance Clause by giving written notice to

the Seller at any time before this Contract is rescinded.

- e. The Buyer must notify the Seller in writing on or before the expiry of the Finance Period (or at any later date agreed in writing) whether the mortgage loan has been approved or refused.
- f. If approved, the Buyer no longer has the benefit of this Finance Clause, and the Contract shall become unconditional as to finance.
- g. If, despite using best endeavours and complying with clause "c", the Buyer is unable to obtain finance approval, the Buyer may rescind this Contract by serving written notice on the Seller no later than 4:30 pm on the next Business Day after the expiry of the Finance Period, and either party may rescind the Contract.
- h. If the Buyer fails to give notice as required under clause "g", the Buyer is deemed to have irrevocably and unconditionally waived the right to rescind, and the Contract shall become unconditional as to finance.
- i. If the Contract is rescinded by either the Seller or the Buyer under this clause, the Buyer forfeits 0.25% of the purchase price to the Seller. The forfeited amount may be deducted from any deposit paid under the Contract. If the deposit is insufficient, the balance may be recovered from the Buyer as a debt.
- j. The Buyer authorises the Stakeholder to deduct 0.25% of the purchase price from the deposit and pay that amount to the Seller as compensation for holding the property for the Buyer and to cover any costs and expenses incurred by the Seller.

EXECUTION PAGE

Seller's Execution

in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of Director

Signature of Director/Company Secretary

Full name

Full Name

Buyer's Execution

in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of Director

Signature of Director/Company Secretary

Full name

Full Name

GUARANTOR

Executed by the Guarantor in the presence of witness:

Signature of Guarantor Name of Guarantor	Signature of Witness Name of Witness
Signature of Guarantor Name of Guarantor	Signature of Witness Name of Witness

Volume 2312 Folio 20 Edition 3

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Coombs Section 21 Block 2 on Deposited Plan 11174 with 50 units on Unit Plan 4391

Lease commenced on 23/11/2017, terminating on 22/12/2114

COMMON PROPERTY

Proprietor

The Owners-Units Plan No 4391

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
06/07/2018	2161655	Application to Note Special Resolution
21/04/2022	3153379	Application to Note Special Resolution
15/12/2025	3423575	Application to Note Special Resolution

End of interests

Volume 2312 Folio 64 Edition 8

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Coombs Section 21 Block 2 on Deposited Plan 11174 with 50 units on Unit Plan 4391

Unit 44 (Class A) entitlement 21 of 1000, 4 subsidiaries

Lease commenced on 23/11/2017, terminating on 22/12/2114

Proprietor

TANVEER SINGH SODHI

5 BALLARD PL, MONASH ACT 2904

AMITA

44/9 GUSTIN ST, COOMBS ACT 2611

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
19/11/2024	3351402	Mortgage to National Australia Bank Limited (ACN: 004 044 937)

End of interests



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	44	Block	2	Section	21	Suburb	COOMBS
------	----	-------	---	---------	----	--------	--------

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

No **Yes**

- | | | |
|--|-------|-------|
| 1. Have any notices been issued relating to the Crown Lease? | (X) | () |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease? | (X) | () |
| 3. Has a Certificate of Compliance been issued? (N/A ex-Government House) ☐ | () | (X) |

Certificate Number: 79441

Dated: 03-NOV-17

- | | |
|--|--------------|
| 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 : ABBAS, RANA
E-mail Address : rana@randjlawyers.com.au
Client Reference : R & J LAWYERS

Date: 17-MAR-26 11:54:12



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

17-MAR-2026 11:54

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

COOMBS Section 21/Block 2/Unit 44

Building Class: A

Area(m2): 8,152.1
Unimproved Value: \$4,860,000 **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 DA201629427 **Lodged** 24-MAY-16 **Type** See Subclass

-- Application Details -----

Description

MULTI DWELLING-50 UNIT DEVELOPMENT. Proposed construction of 50 residential units in seven buildings (two and three storeys) with basement parking.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Molonglo Valley	Coombs	21	2-2	

-- Involved Parties -----

Role	Name
Lessee	Cd Build Pty Limited
Applicant	Canberra Town Planning Pty Ltd

-- Activities -----

Activity Name	Status
Merit Track	Refused
Da - Reconsideration	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>



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

17-MAR-2026 11:54

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 recorded by the Environment Protection Authority (EPA) regarding the contamination status of the land. This information is available via the EPA Contaminated Land Search. For further information on how to perform a search, please go to: <https://www.accesscanberra.act.gov.au/city-services/contaminated-sites> . For general information on land contamination in the ACT, please contact the Environment Protection Authority on 13 22 81.

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.

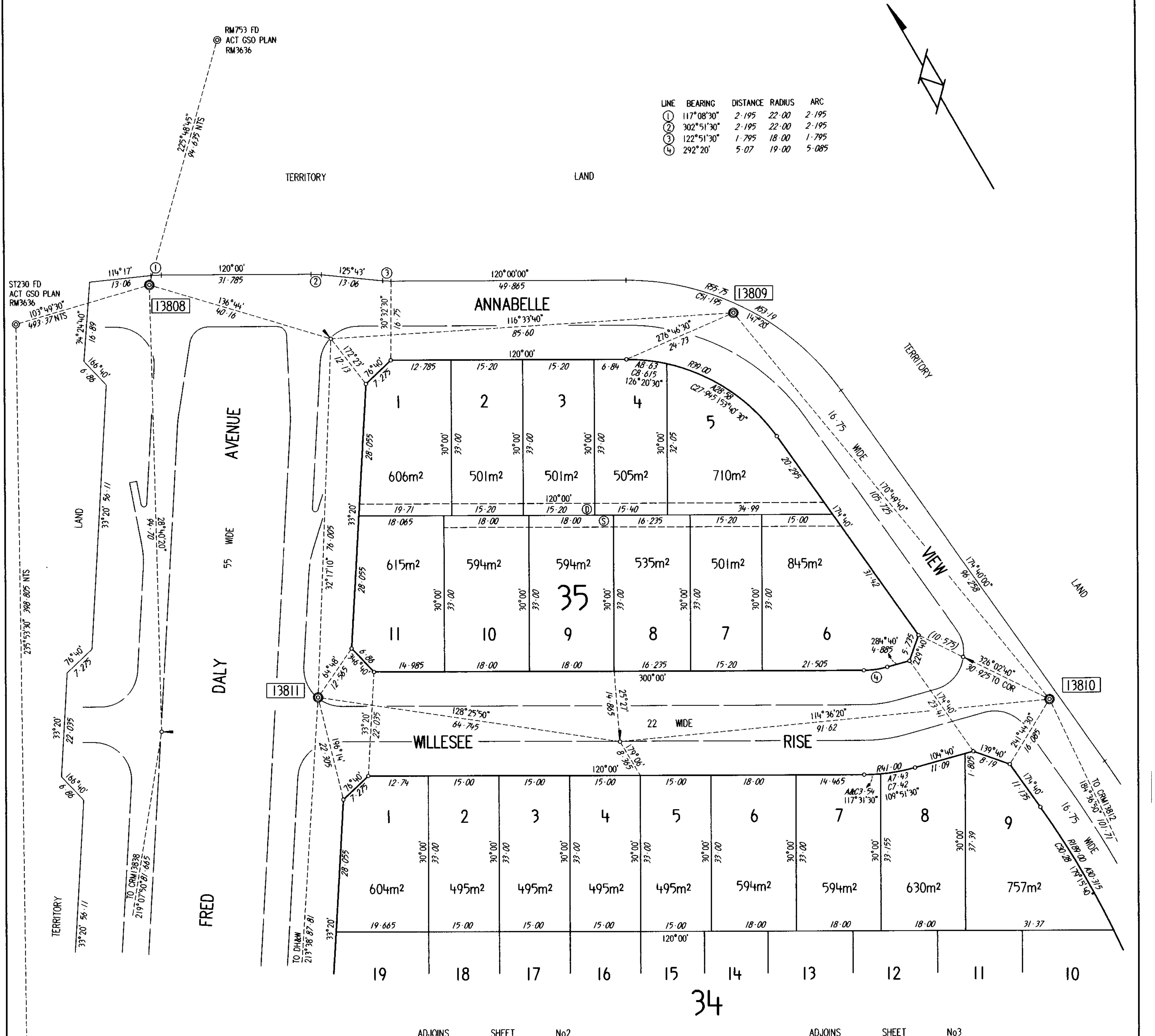
CAT CONTAINMENT AREAS

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 ----



LINE	BEARING	DISTANCE	RADIUS	ARC
①	117°08'30"	2.195	22.00	2.195
②	302°51'30"	2.195	22.00	2.195
③	122°51'30"	1.795	18.00	1.795
④	292°20'	5.07	19.00	5.085

Section 17 Block 3 Amended by DP 15910 on the 13th July 2023

SG/AG CO-ORDINATES OF REFERENCE MARKS		
REF MARK	EASTING	NORTHING
CRM13808	203035.64	600484.64
CRM13809	203139.73	600417.125
CRM13810	203156.585	600312.75
CRM13811	203022.57	600391.145
CRM13812	203148.405	600211.37
CRM13838	202938.665	600338.205
RM753	203103.50	600550.605
RM788	202226.367	600378.91
ST230	202556.566	600602.545

⑤ PROPOSED SEWERAGE SERVICE EASEMENT
⑥ PROPOSED DRAINAGE SERVICE EASEMENT
NTS-NOT TO SCALE

REFERENCE MARKS
Denotes GIP in road 83 radially from T.P.
C-B
- PLAQUE IN KERB
- DEEP DRIVEN ROD
- DH&W IN KERB
(Except as otherwise shown)

NOTE:
All easements are 2.5 metres wide
(Except as otherwise shown)

Azimuth: A-B (Strom)
See Sheet 7
Field Books:

SURVEYOR'S REFERENCE: 12086_DP2

MAIL McDONALD BARNESLEY Pty Ltd
I, ROBERT CHARLES RICHARDS of PO BOX 54 JAMISON ACT 2614
a surveyor registered under the Surveyors Act 2007 hereby certify that the
survey represented on this plan is accurate and has been made in
accordance with the Surveyors Practice Directions and was completed
on 9 JANUARY 2014

(Signature) *Robert Richards*
16.1.2014 Surveyor, Registered under the
Surveyors Act 2007

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

Stephen 21-1-2014
Surveyor-General of the ACT

PLAN OF
BLOCKS 1,3,5 SECTION 17, BLK 1 SEC 20, BLKS 1-2 SEC 21,
BLK 1 SEC 23, BLK 1 SEC 24, BLKS 1-25 SEC 25,
BLKS 1-21 SEC 26, BLKS 1-13 SEC 27, BLK 1 SEC 28,
BLKS 1-33 SEC 29, BLKS 1-34 SEC 30, BLKS 1-15 SEC 32,
BLKS 1-24 SEC 33, BLKS 1-19 SEC 34, BLKS 1-11 SEC 35

DIVISION: COOMBS
DISTRICT: MOLONGLO VALLEY
AUSTRALIAN CAPITAL TERRITORY

SCALE 1:500
0 5 10 20 30 40 METRES

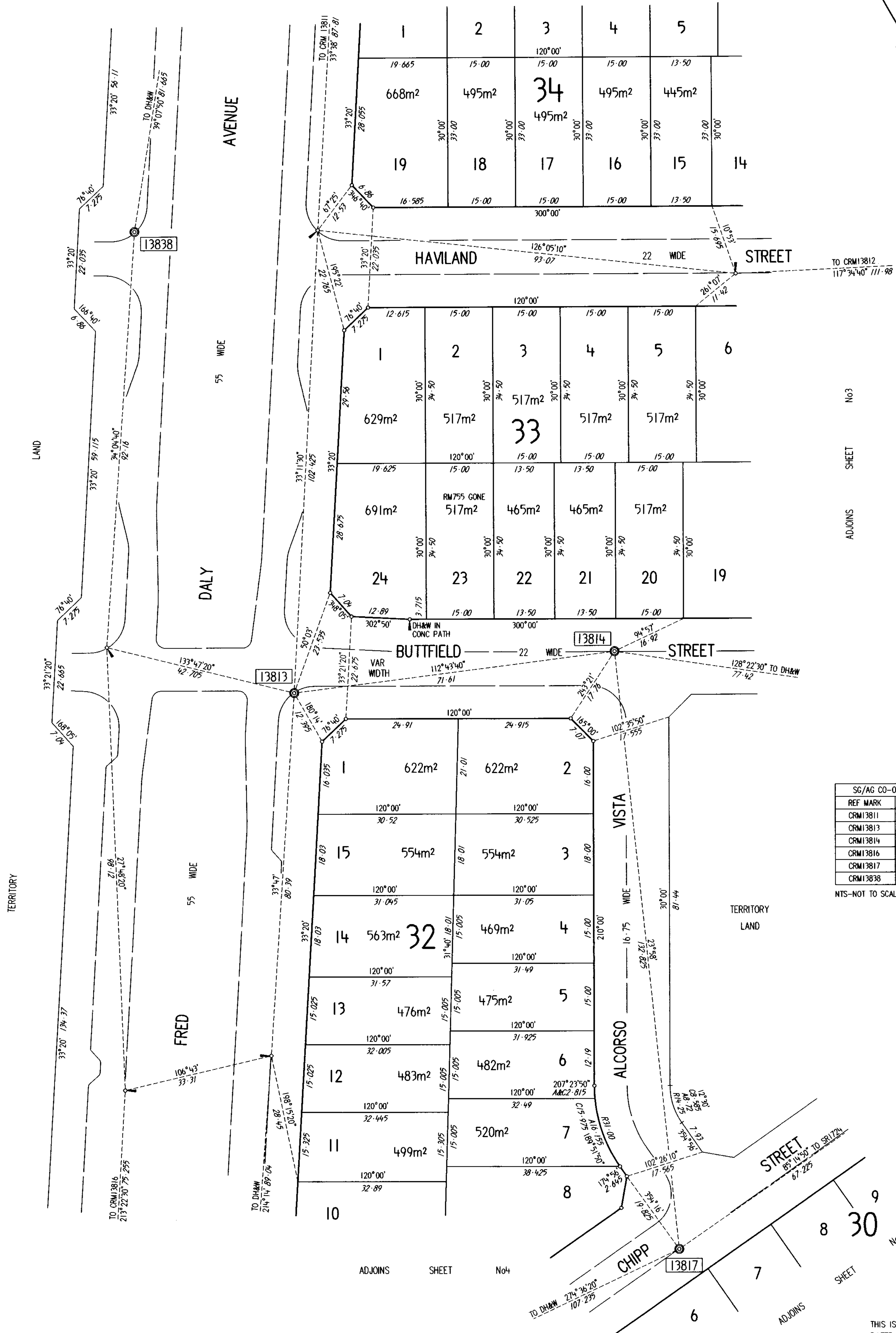
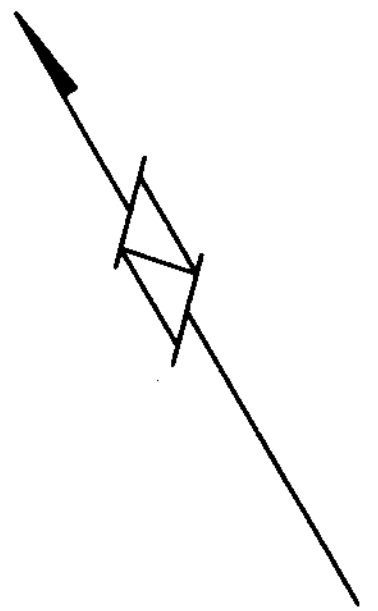
THIS IS SHEET 1 OF MY PLAN IN 7 SHEETS

Deposited in the office of the Registrar of Titles at Canberra in
the Australian Capital Territory the *thirteenth*
day of *January* 2014 at *—* minutes
past *eleven* o'clock in the *fore* noon

Approved: *Brett Philips*
Brett Philips
Registrar-General

DEPOSITED PLAN
11174/1

ADJOINS SHEET No1



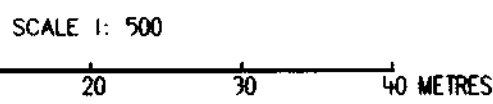
SG/AG CO-ORDINATES OF REFERENCE MARKS		
REF MARK	EASTING	NORTHING
CRM13811	203022.57	600391.145
CRM13813	202917.855	600232.32
CRM13814	202983.905	600204.65
CRM13816	202799.855	600112.235
CRM13817	202929.955	600083.275
CRM13838	202938.665	600338.205

NTS-NOT TO SCALE

THIS IS SHEET 2 OF MY PLAN OF 7 SHEETS
DATED 16.1.2014

(Signature) *Robert Richards*
Surveyor, Registered under the
Surveyors Act 2007

DEPOSITED PLAN
11174/2



SURVEYOR'S REFERENCE: 12086_DP2

ADJOINS SHEET No1

ADJOINS SHEET No2

ADJOINS SHEET No2

ADJOINS SHEET No5

ADJOINS SHEET No4

SG/AG CO-ORDINATES OF REFERENCE MARKS		
REF MARK	EASTING	NORTHING
CRM13810	203156.585	600312.75
CRM13812	203148.405	600211.37
CRM13813	202917.855	600232.32
CRM13814	202983.905	600204.65
CRM13815	203118.085	600127.22
CRM13817	202929.955	600083.275
CRM13820	203077.71	600015.065
SR1724	202996.945	600088.845

- ⑤ PROPOSED SEWERAGE SERVICE EASEMENT
⑥ PROPOSED DRAINAGE SERVICE EASEMENT
NTS-NOT TO SCALE

SURVEYOR'S REFERENCE: 12086_DP2

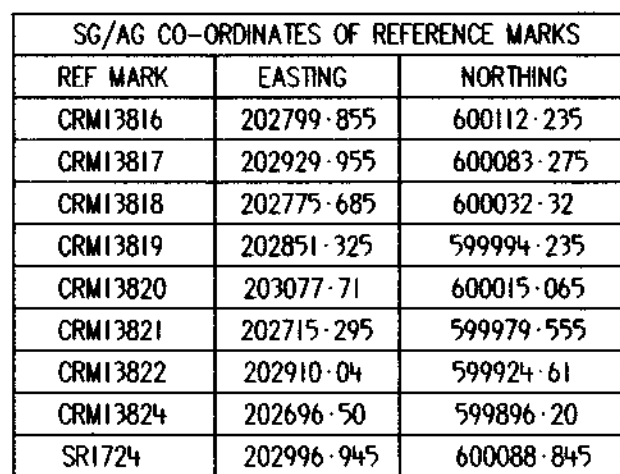
SCALE 1: 500
0 5 10 20 30 40 METRES

THIS IS SHEET 3 OF MY PLAN OF 7 SHEETS
DATED 16.1.2014

(Signature) *Robert Williams*
Surveyor, Registered under the
Surveyors Act 2007

DEPOSITED PLAN
11174/3

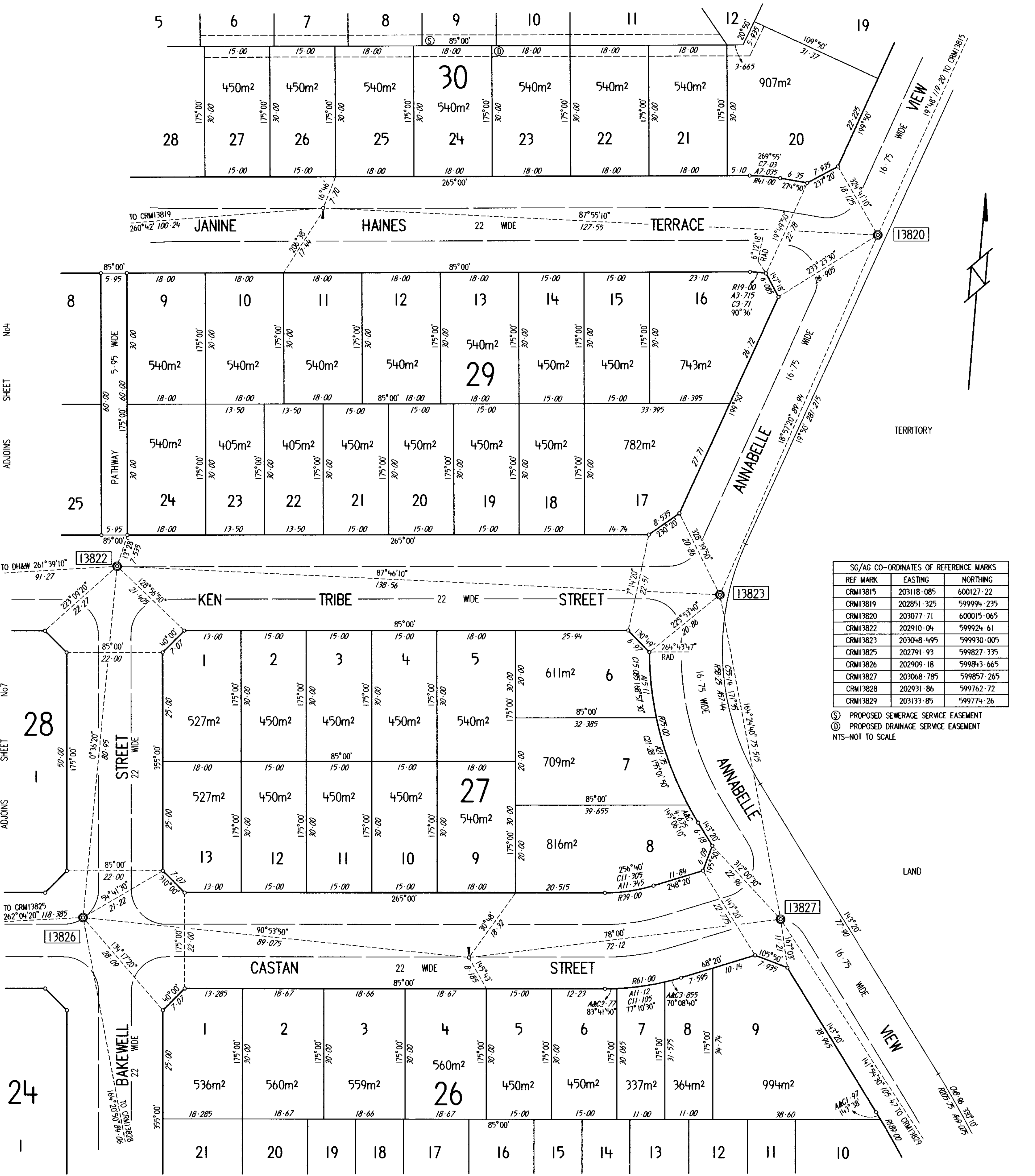
X20527/3



*GL

ADJOINS SHEET No4

ADJOINS SHEET No3



SG/AG CO-ORDINATES OF REFERENCE MARKS		
REF MARK	EASTING	NORTHING
CRMI3815	203118.085	600127.22
CRMI3819	202851.325	599994.235
CRMI3820	203077.71	600015.065
CRMI3822	202910.04	599924.61
CRMI3823	203048.495	599930.005
CRMI3825	202791.93	599827.335
CRMI3826	202909.18	599843.665
CRMI3827	203068.785	599857.265
CRMI3828	202931.86	599762.72
CRMI3829	203133.85	599774.26

- ① PROPOSED SEWERAGE SERVICE EASEMENT
- ② PROPOSED DRAINAGE SERVICE EASEMENT
- NTS-NOT TO SCALE

ADJOINS SHEET No6

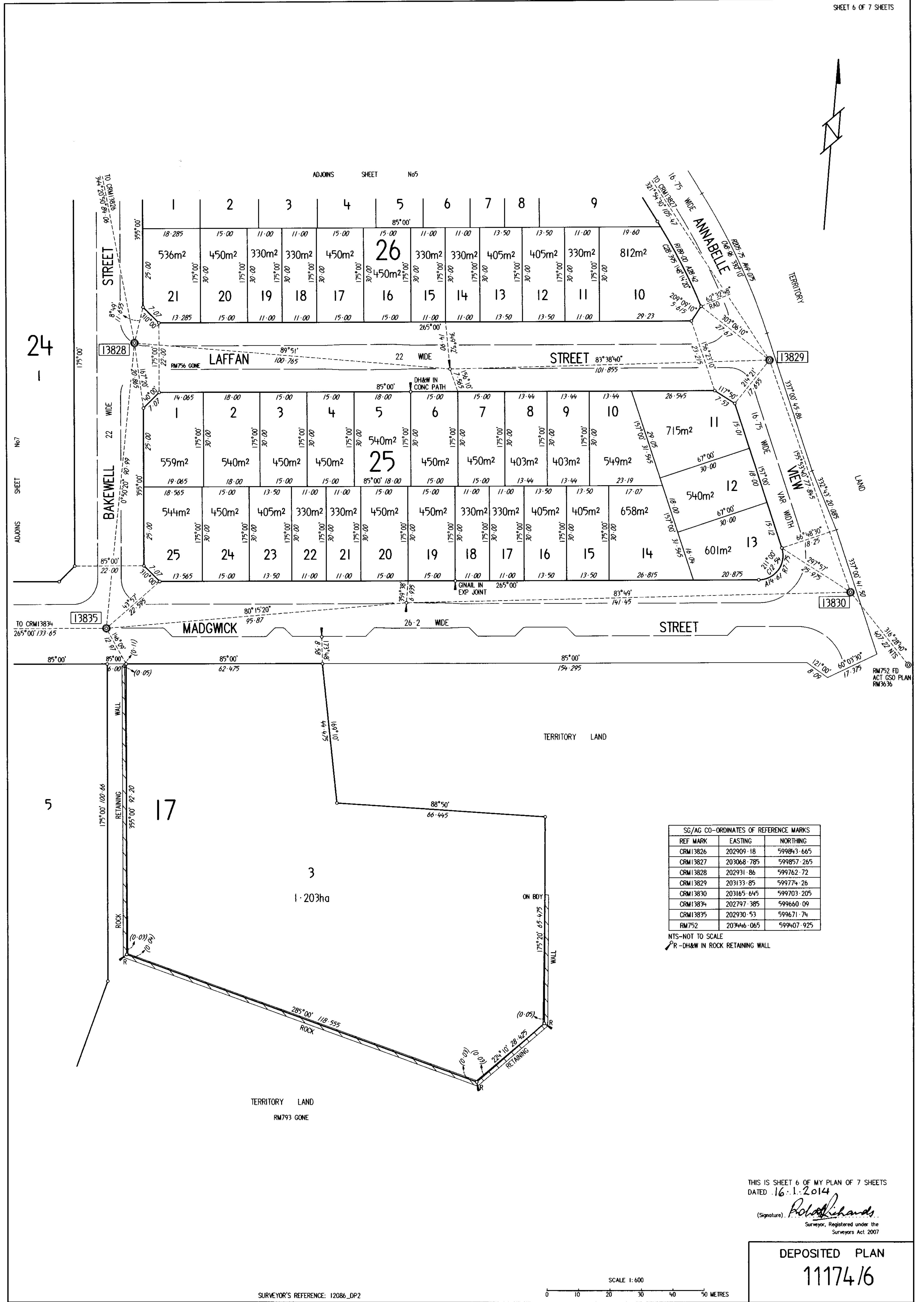
THIS IS SHEET 5 OF MY PLAN OF 7 SHEETS
DATED 16.1.2014

(Signature) *John Richards*
Surveyor, Registered under the
Surveyors Act 2007

DEPOSITED PLAN
11174/5

SCALE 1: 500
0 5 10 20 30 40 METRES

SURVEYOR'S REFERENCE: 12086_DP2



SG/AG CO-ORDINATES OF REFERENCE MARKS		
REF MARK	EASTING	NORTHING
CRM13826	202909.18	599843.665
CRM13827	203068.785	599857.265
CRM13828	202931.86	599762.72
CRM13829	203133.85	599774.26
CRM13830	203165.645	599703.205
CRM13834	202797.385	599660.09
CRM13835	202930.53	599671.74
RM752	203446.065	599407.925

NTS-NOT TO SCALE
R-DH&W IN ROCK RETAINING WALL

THIS IS SHEET 6 OF MY PLAN OF 7 SHEETS
DATED 16.1.2014
(Signature) *Robert Richards*
Surveyor, Registered under the
Surveyors Act 2007

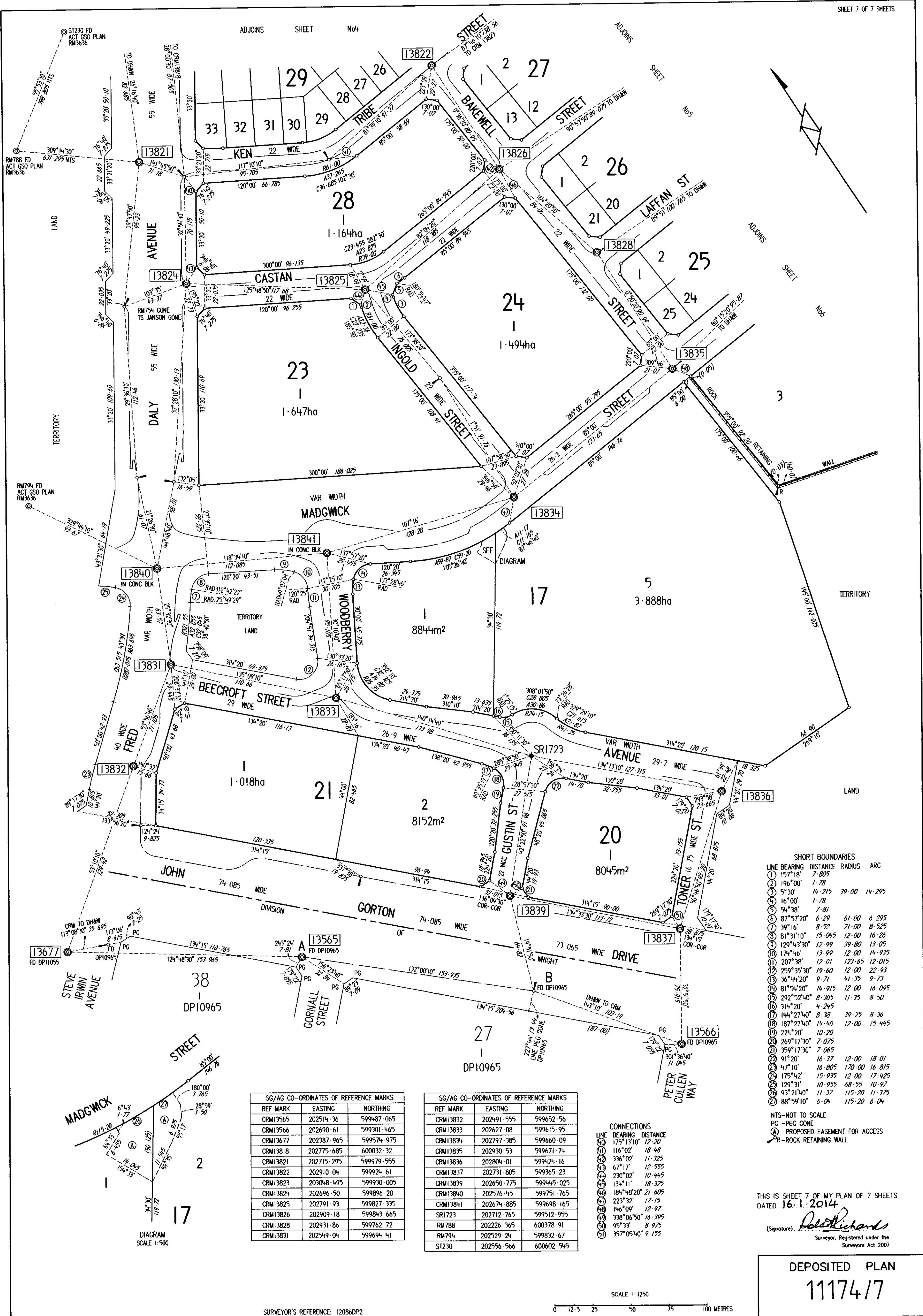
DEPOSITED PLAN
11174/6

SCALE 1:600
0 10 20 30 40 50 METRES

SURVEYOR'S REFERENCE: 12086_DP2

*GL

X20527/6



SHORT BOUNDARIES

LINE	BEARING	DISTANCE	RADIUS	ARC
1	157°18'	7.805		
2	196°00'	1.78		
3	5°30'	14.215	39.00	14.295
4	16°00'	1.78		
5	54°38'	7.81		
6	87°57'20"	6.29	61.00	6.295
7	39°16'	8.52	71.00	8.525
8	81°31'10"	15.045	12.00	16.26
9	129°43'30"	12.99	39.80	13.05
10	174°46'	13.99	12.00	14.935
11	207°38'	12.01	123.65	12.015
12	259°35'30"	19.60	12.00	22.93
13	36°44'20"	9.71	41.35	9.73
14	81°54'20"	14.915	12.00	16.095
15	292°52'40"	8.305	11.35	8.50
16	314°20'	4.245		
17	144°27'40"	8.38	39.25	8.36
18	187°27'40"	14.40	12.00	15.445
19	224°20'	10.20		
20	269°17'30"	7.075		
21	359°17'30"	7.065		
22	91°20'	16.37	12.00	18.01
23	47°10'	16.805	170.00	16.815
24	175°42'	15.935	12.00	17.425
25	129°31'	10.955	68.55	10.97
26	93°21'40"	11.37	115.20	11.375
27	88°59'10"	6.04	115.20	6.04

NTS - NOT TO SCALE
 PG - PEG GONE
 A - PROPOSED EASEMENT FOR ACCESS
 R - ROCK RETAINING WALL

SG/AG CO-ORDINATES OF REFERENCE MARKS

REF MARK	EASTING	NORTHING
CRM13565	202514.36	599487.065
CRM13566	202690.61	599301.465
CRM13677	202387.965	599574.975
CRM13818	202775.685	600032.32
CRM13821	202715.295	599979.555
CRM13822	202910.04	599924.61
CRM13823	203048.495	599930.005
CRM13824	202696.50	599896.20
CRM13825	202791.93	599827.335
CRM13826	202909.18	599843.665
CRM13828	202931.86	599762.72
CRM13831	202549.04	599694.41

SG/AG CO-ORDINATES OF REFERENCE MARKS

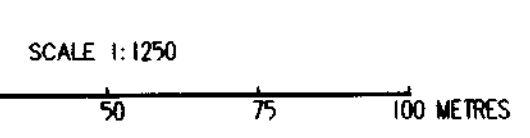
REF MARK	EASTING	NORTHING
CRM13832	202491.555	599652.56
CRM13833	202627.08	599615.95
CRM13834	202797.385	599660.09
CRM13835	202930.53	599671.74
CRM13836	202804.01	599424.16
CRM13837	202731.805	599365.23
CRM13839	202650.775	599445.025
CRM13840	202576.45	599751.765
CRM13841	202674.885	599698.165
SRI723	202712.765	599512.955
RM788	202226.365	600378.91
RM794	202529.24	599832.67
ST230	202556.566	600602.545

CONNECTIONS

LINE	BEARING	DISTANCE
1	175°13'10"	12.20
2	116°02'	18.48
3	336°02'	11.325
4	67°17'	12.555
5	230°02'	10.445
6	134°11'	18.325
7	184°48'20"	21.605
8	223°32'	17.15
9	146°09'	12.97
10	338°06'50"	16.395
11	95°33'	8.975
12	357°05'40"	9.155

THIS IS SHEET 7 OF MY PLAN OF 7 SHEETS
 DATED 16.1.2014
 (Signature) *Robert Richards*
 Surveyor, Registered under the
 Surveyors Act 2007

DEPOSITED PLAN
 11174/17



SURVEYOR'S REFERENCE: 12086DP2

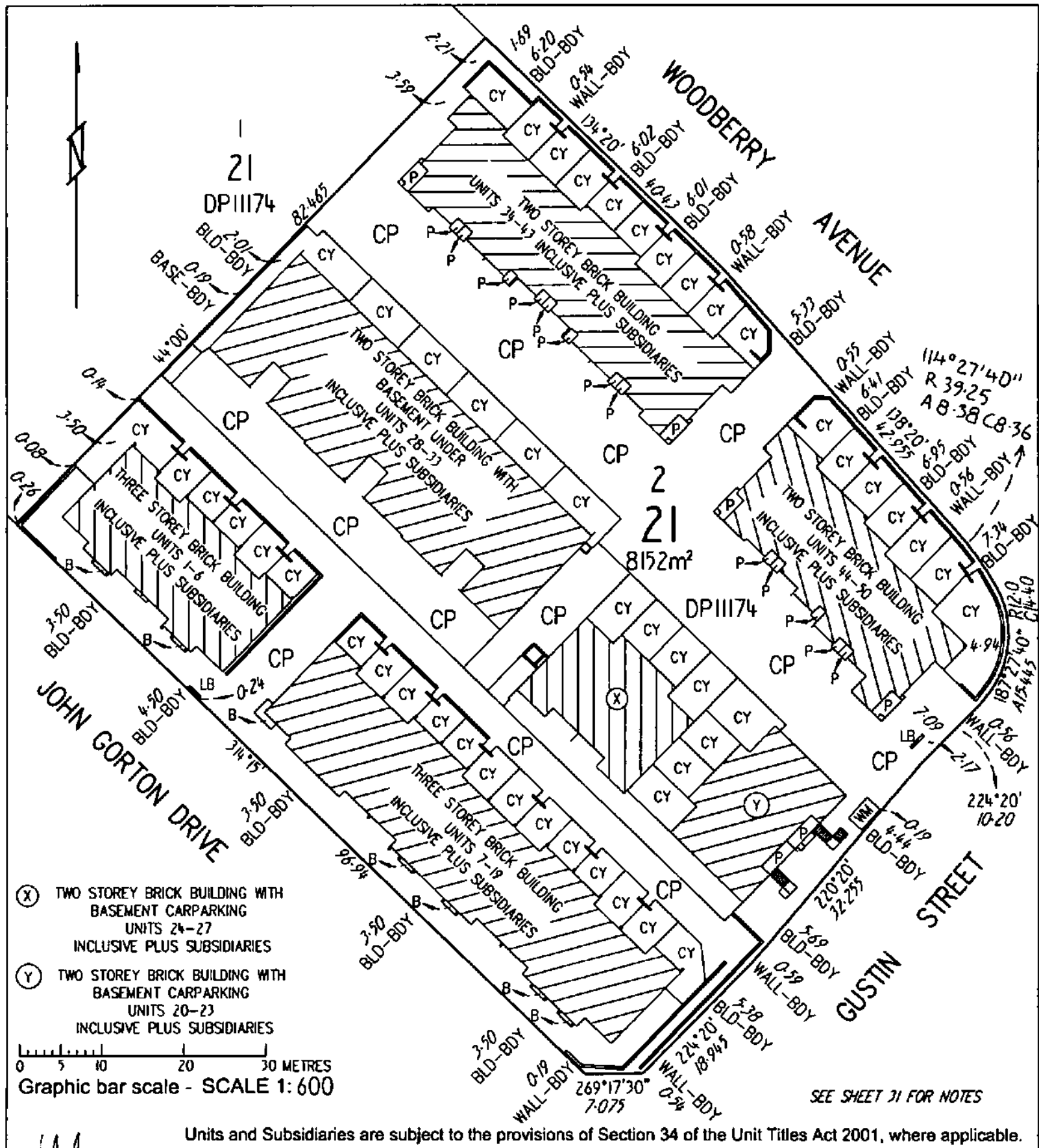
*GL

Form 088 - SP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

SITE PLAN

Division	Section	Block	Class of Units (A or B)	UNITS PLAN No.
COOMBS	21	2	A	4391



 John Sura CP Build P/L 138 GAS 226 Directors Registered Proprietor	 22/10/2017 Registered Surveyor	 Lyn Tankey Delegate of the ACT Planning and Land Authority
--	---------------------------------------	--


ACT
Government

Justice and Community Safety

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

SURVEYOR'S DECLARATION

Form 087 - SD

Land Titles Act 1925

LAND DETAILS					
Volume & Folio	District / Division	Section	Block	Deposited Plan Number	Units Plan Number
2209:86	COOMBS	21	2	11174	4391
NAME OF MANAGER / OWNERS CORPORATION					
Civium Strata People					
ADDRESS FOR SERVICE OF NOTICE					
Locked Bag 3008, Woden ACT 2606					
SURVEYOR'S DECLARATION					
I, Peter John Selfe of Selfe Surveys Pty Ltd					
A surveyor registered under the <i>Surveyors Act 2007</i> , hereby certify that:					
1. The survey represented by the diagrams on forms 1A and 3 of this plan are accurate and have been made by me / under my immediate supervision (delete whichever is not applicable) and was completed on (insert date) 18th OCTOBER 2017					
2. The survey is in accordance with the following Acts:					
• <i>Unit Titles Act 2001</i>; • <i>Land Titles (Unit Titles) Act 1970</i>; • <i>Land Titles Act 1925</i>; and, • any other Regulation made under those Acts and in accordance with the <i>Surveyors Practice Directions</i>.					
CROSS OUT EITHER OF ITEM 3 OR 3(a)-3(c), WHICHEVER DOES NOT APPLY – 3(a)-(c) CANNOT APPLY IF AN ENCROACHMENT OCCURS OVER A ROAD OR PUBLIC PLACE UNLESS THE ENCROACHMENT IS AN ATTACHMENT AS DEFINED BY THE UNIT TITLES ACT 2001.					
3. Each building (including anything attached to it) or building in the course of erection on the parcel is wholly within the parcel.					
OR					
3 (a), (b), (c)					
a) All units and unit subsidiaries shown in the diagrams are wholly within the parcel; b) The diagram clearly indicates the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel; and, c) The diagrams clearly indicate the existence, nature and extent of any easement granted and registered, or to be granted and registered upon registration of this proposed plan, pertaining to the parcel.					
 Signature of Registered Surveyor				15/10/2017 Dated	
APPROVED UNDER THE UNIT TITLES ACT 2001,					
AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND					
 Lyn Tankey Delegate of the Authority / Executive				7 November 2017 Dated	
OFFICE USE ONLY					
LODGED BY		REGISTERED BY			
EXAMINED BY		REGISTRATION DATE		23 NOV 2017	
DATA ENTERED BY					

**SUE**

Form 078

SCHEDULE OF UNIT ENTITLEMENTS**1. LAND**

District/Division	Section	Block	Unit Plan No
COOMBS	021	0002	4391

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	22	2	2312	21
2	21	3	2312	22
3	21	2	2312	23
4	21	5	2312	24
5	21	3	2312	25
6	21	2	2312	26
7	21	6	2312	27
8	21	5	2312	28
9	21	5	2312	29
10	20	4	2312	30
11	20	4	2312	31
12	21	5	2312	32
13	21	4	2312	33
14	21	6	2312	34
15	21	2	2312	35
16	21	5	2312	36
17	21	6	2312	37
18	21	6	2312	38
19	21	4	2312	39
20	18	4	2312	40
21	18	4	2312	41
22	18	4	2312	42
23	18	4	2312	43
24	18	4	2312	44
25	18	4	2312	45

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

2312

20

Signature of Lessee

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

Dated *Seventh* this day of *November* 2017

Wyn Tankey
 Wyn Tankey

Deputy of the Authority/Executive

Craig Simmons
 Craig Simmons
 Registrar-General



Deputy Registrar-General

SUE

Form 078

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

District/Division	Section	Block
COOMBS	021	0002

Unit Plan No

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	18	4	2312	46
27	18	4	2312	47
28	23	1	2312	48
29	22	1	2312	49
30	22	1	2312	50
31	22	1	2312	51
32	22	1	2312	52
33	23	1	2312	53
34	21	3	2312	54
35	18	5	2312	55
36	18	5	2312	56
37	18	5	2312	57
38	18	5	2312	58
39	18	5	2312	59
40	18	5	2312	60
41	18	5	2312	61
42	18	5	2312	62
43	21	4	2312	63
44	21	4	2312	64
45	19	3	2312	65
46	19	5	2312	66
47	19	5	2312	67
48	19	5	2312	68
49	19	3	2312	69
50	22	4	2312	70

Aggregate

1000

193

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

2312

20

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

Dated Seventh this day of November 2017

V Valley

Lyn Tankey

Delegate of the Authority/Executive

Craig Simmons
Craig Simmons
Registrar-General



Deputy Registrar-General

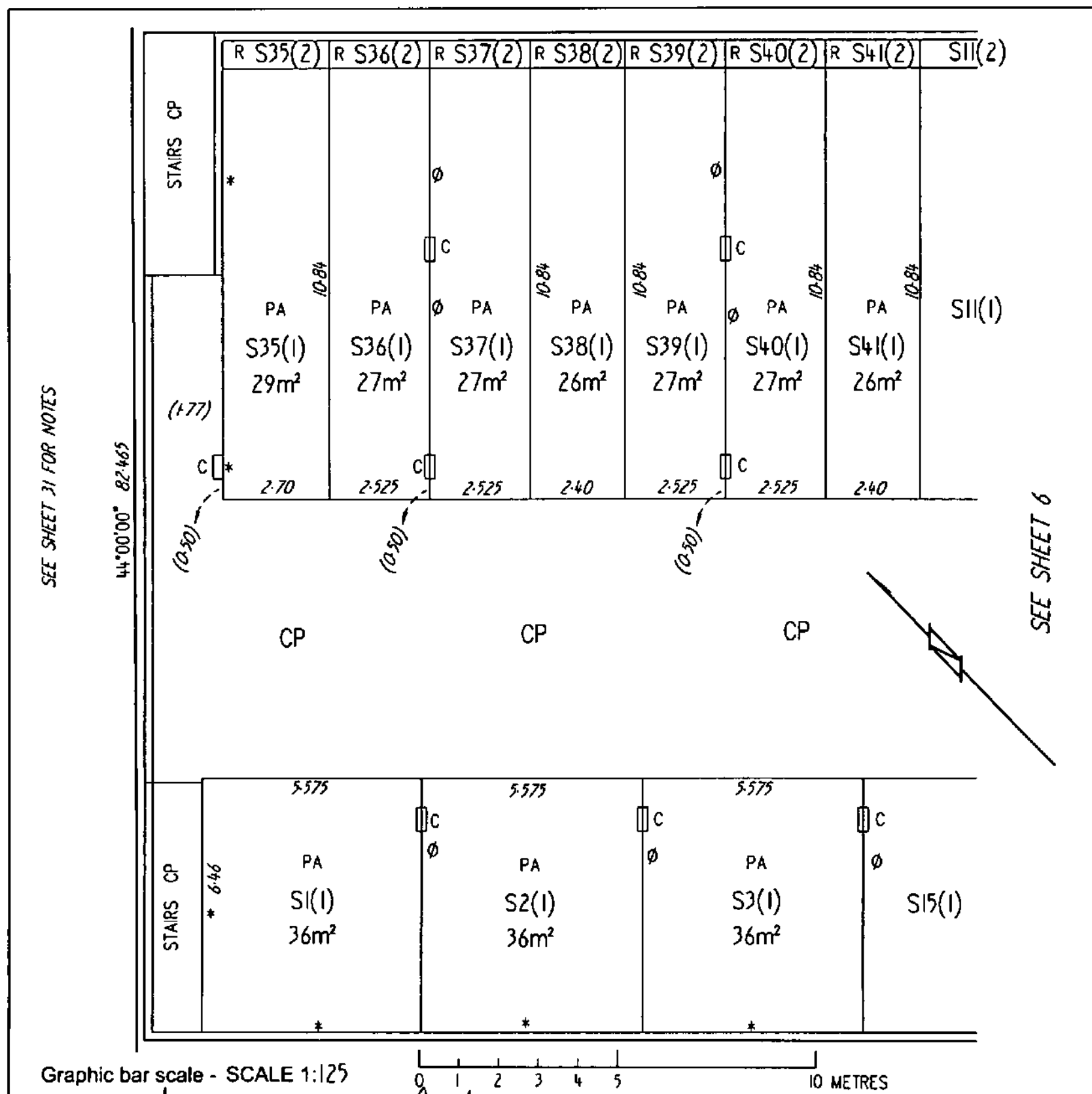
Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	21	2	4391

FLOOR NUMBER	BASEMENT
--------------	----------



JOHN FUSA
CO. BUILDING
08 695 226
DIRECTOR

Registered Proprietor

V. Vally

Lyn Tankey

Delegate of the ACT Environment and Sustainable
Development Directorate

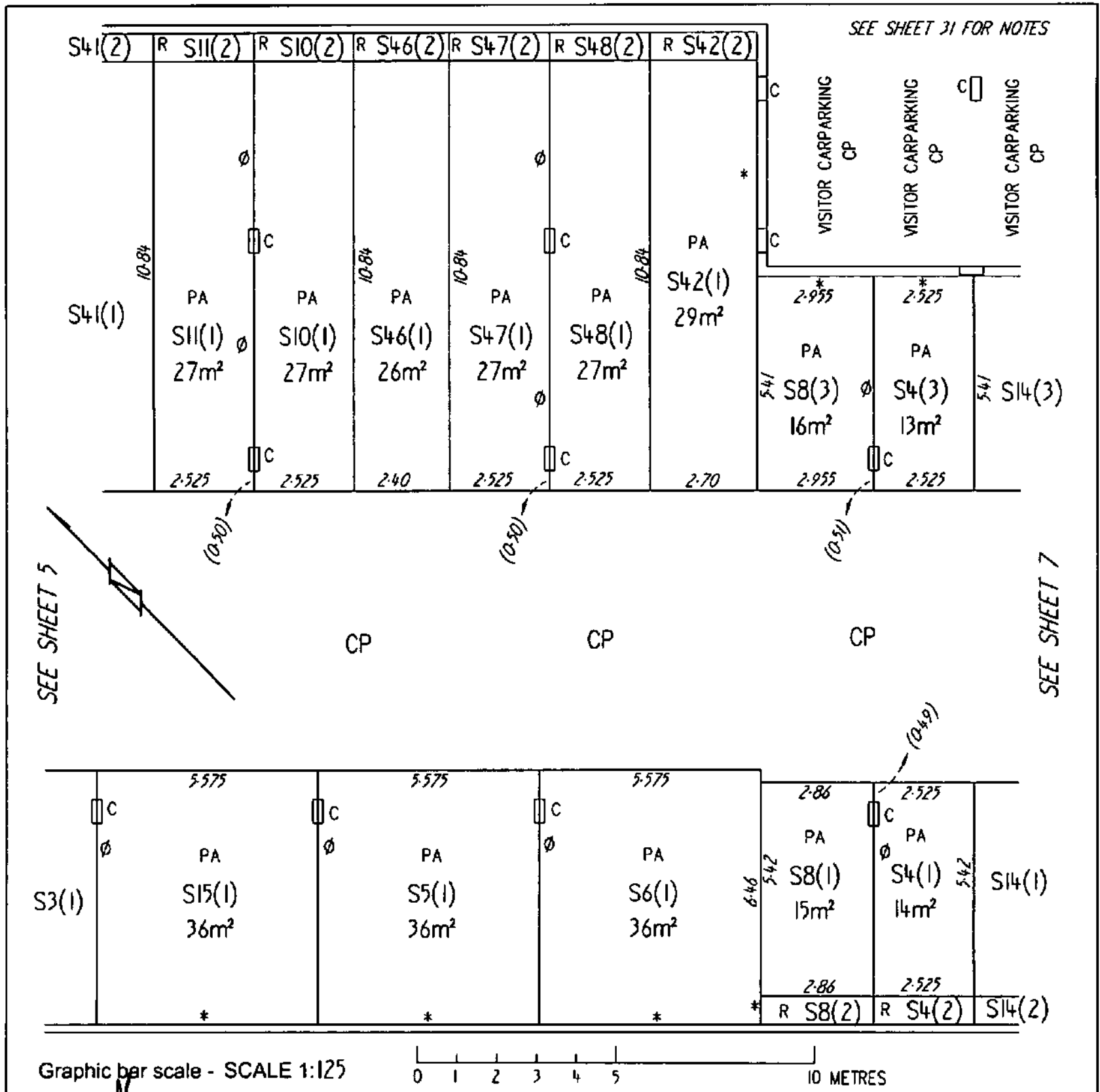
Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	21	2	4391

FLOOR NUMBER	BASEMENT
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JOHN SOGA
CO BUILD O/L
138 695 226
DIRECTORS

Registered Proprietor

Lyn Tankey
Delegate of the ACT Environment and Sustainable
Development Directorate

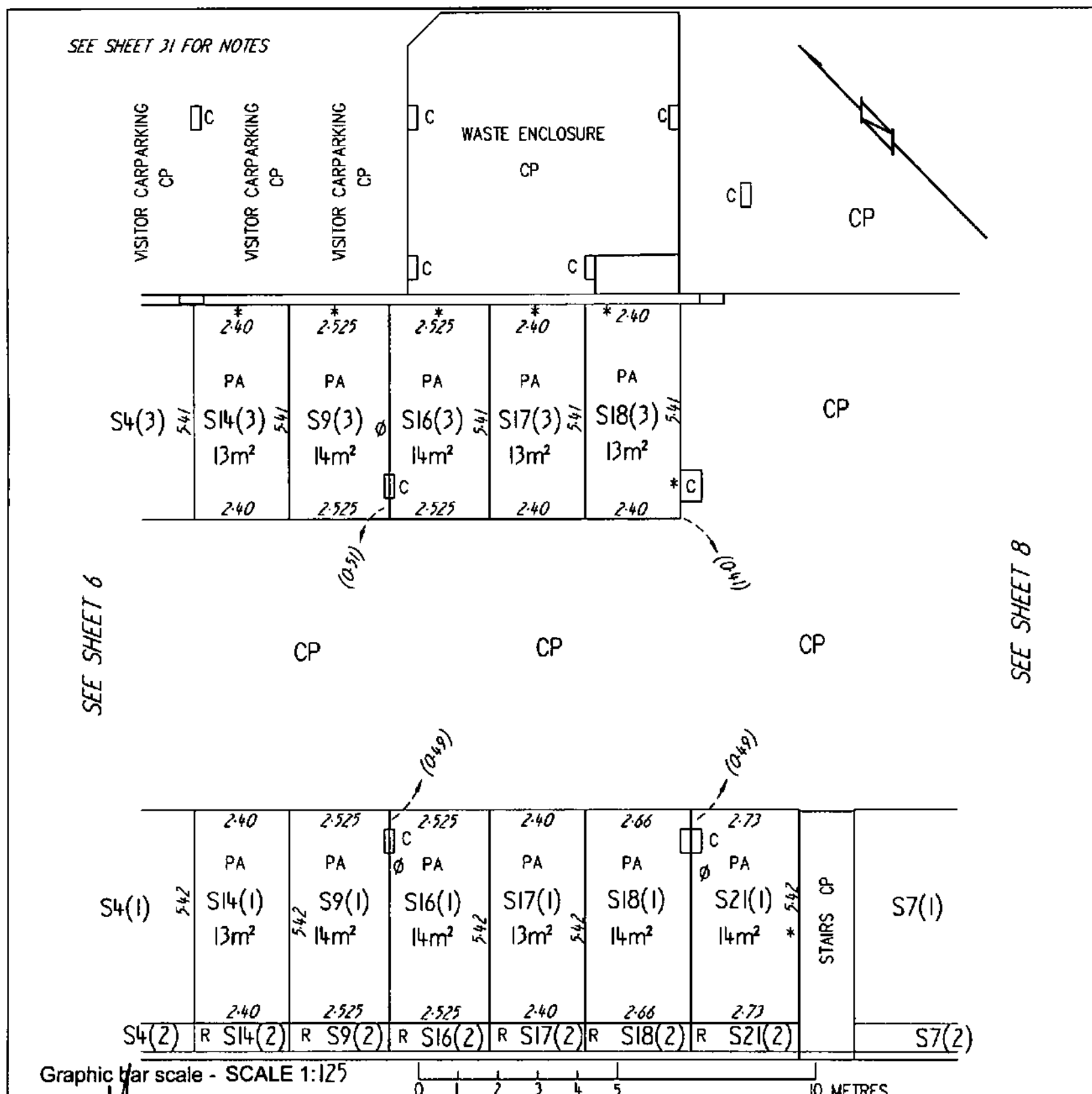
Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	21	2	4391

FLOOR NUMBER	BASEMENT
--------------	----------



2

JOHN SUGA
CD BUILD P/L
138 695 226
DIRECTOR

Registered Proprietor

V Vally

Lyn Tankey

Delegate of the ACT Environment and Sustainable
Development Directorate

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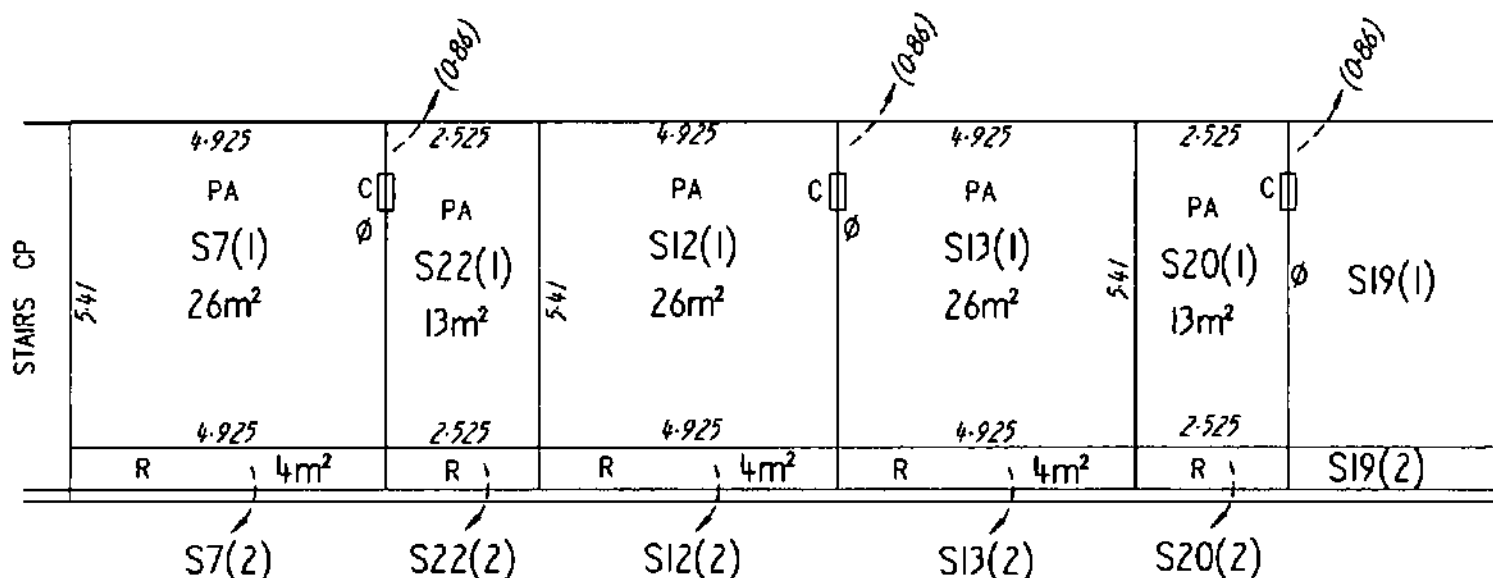
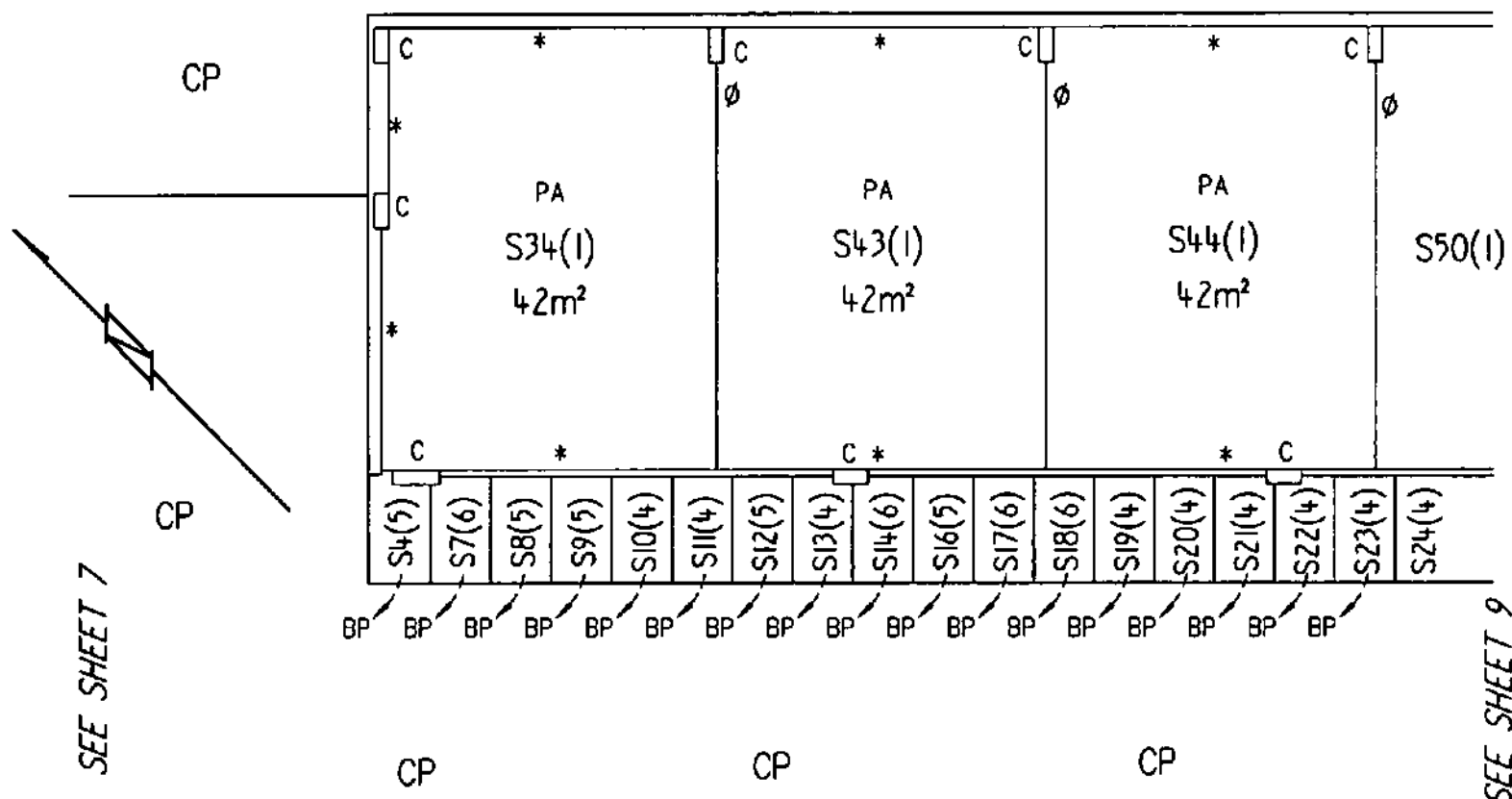
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	21	2	4391

FLOOR NUMBER	BASEMENT
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SEE SHEET 31 FOR NOTES

BP - DENOTES BICYCLE STORAGE AREA 1m²

Graphic bar scale - SCALE 1:125

0 1 2 3 4 5 10 METRES

JOHN SUSA
CD BUILD P/L
138 695 226
DIRECTOR

Registered Proprietor

Lyn Tankey
Delegate of the ACT Environment and Sustainable
Development Directorate

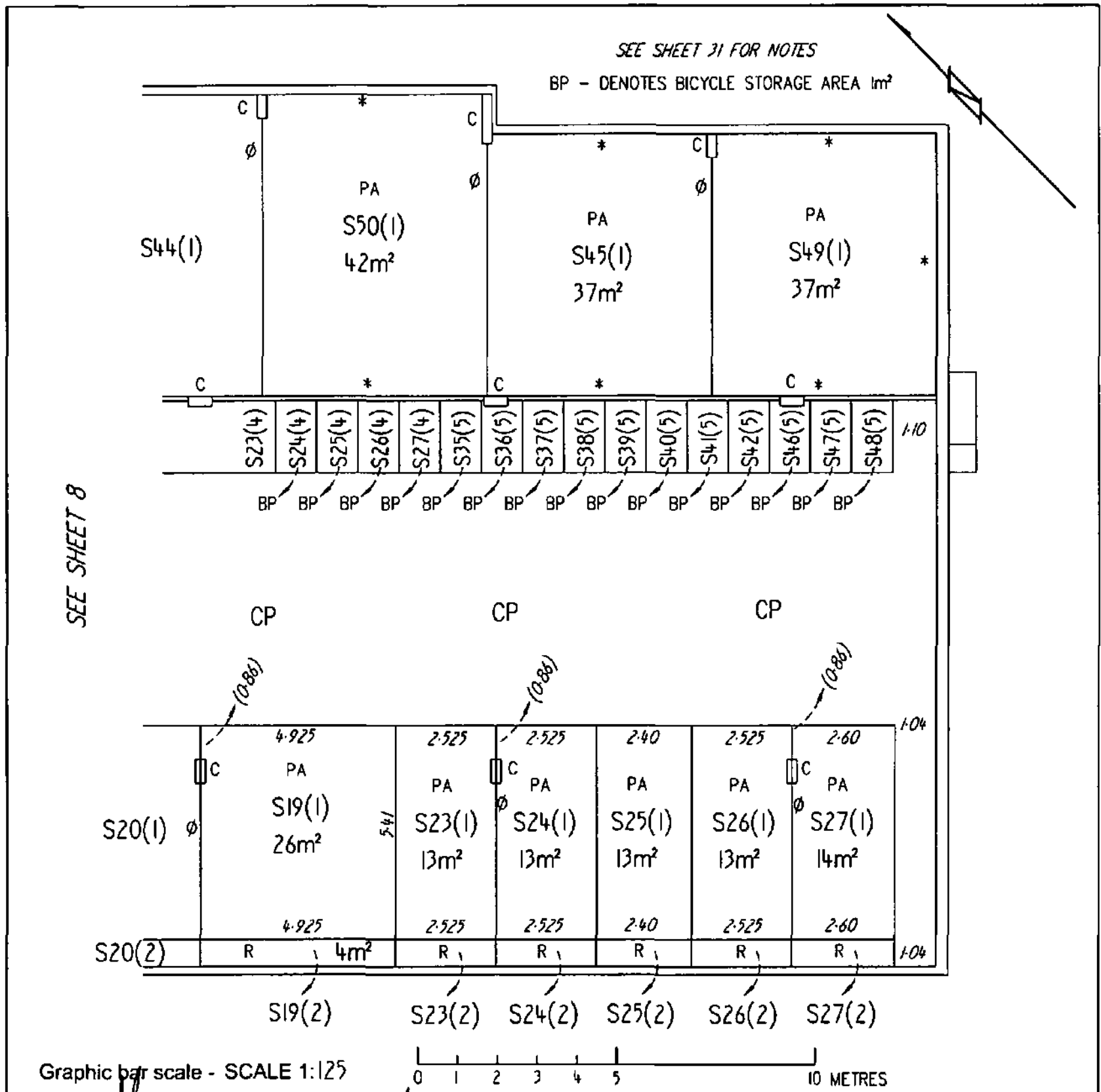
Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	21	2	4391

FLOOR NUMBER	BASEMENT
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JOHN SUDA
CO BUILD P/L
138 695 226
DIRECTORS

Registered Proprietor

Lyn Tankey
Delegate of the ACT Environment and Sustainable
Development Directorate

Form 091 - FP

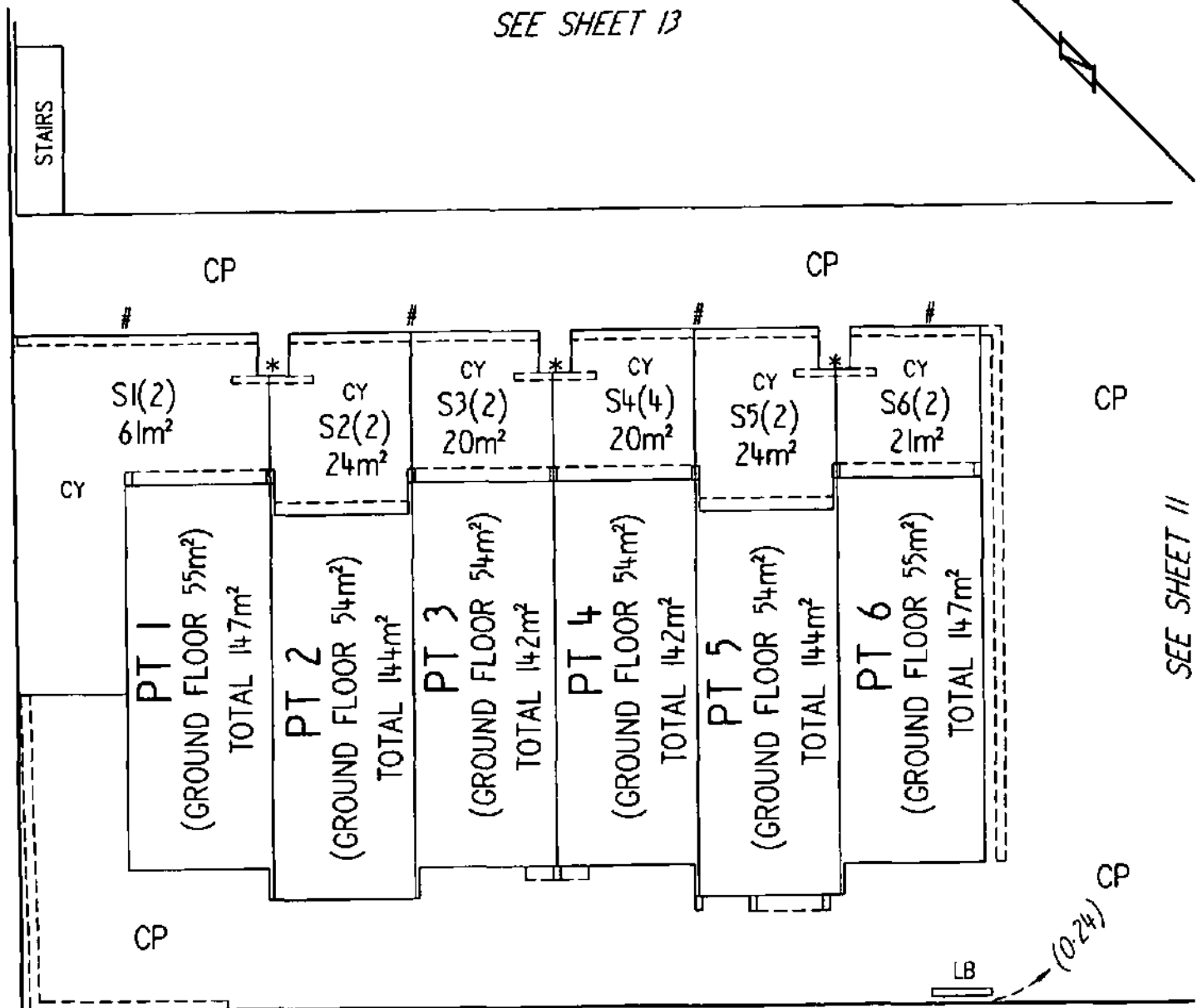
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	21	2	4391

FLOOR NUMBER	GROUND
--------------	--------

SEE SHEET 13



SEE SHEET 11

JOHN GORTON DRIVE

Graphic bar scale - SCALE 1:200

0 5 10 15 METRES

SEE SHEET 31 FOR NOTES

JOHN SUSA
CO BUILD R/L
138 695 226
DIRECTOR

Registered Proprietor

Lyn Tankey..
Delegate of the ACT Environment and Sustainable
Development Directorate

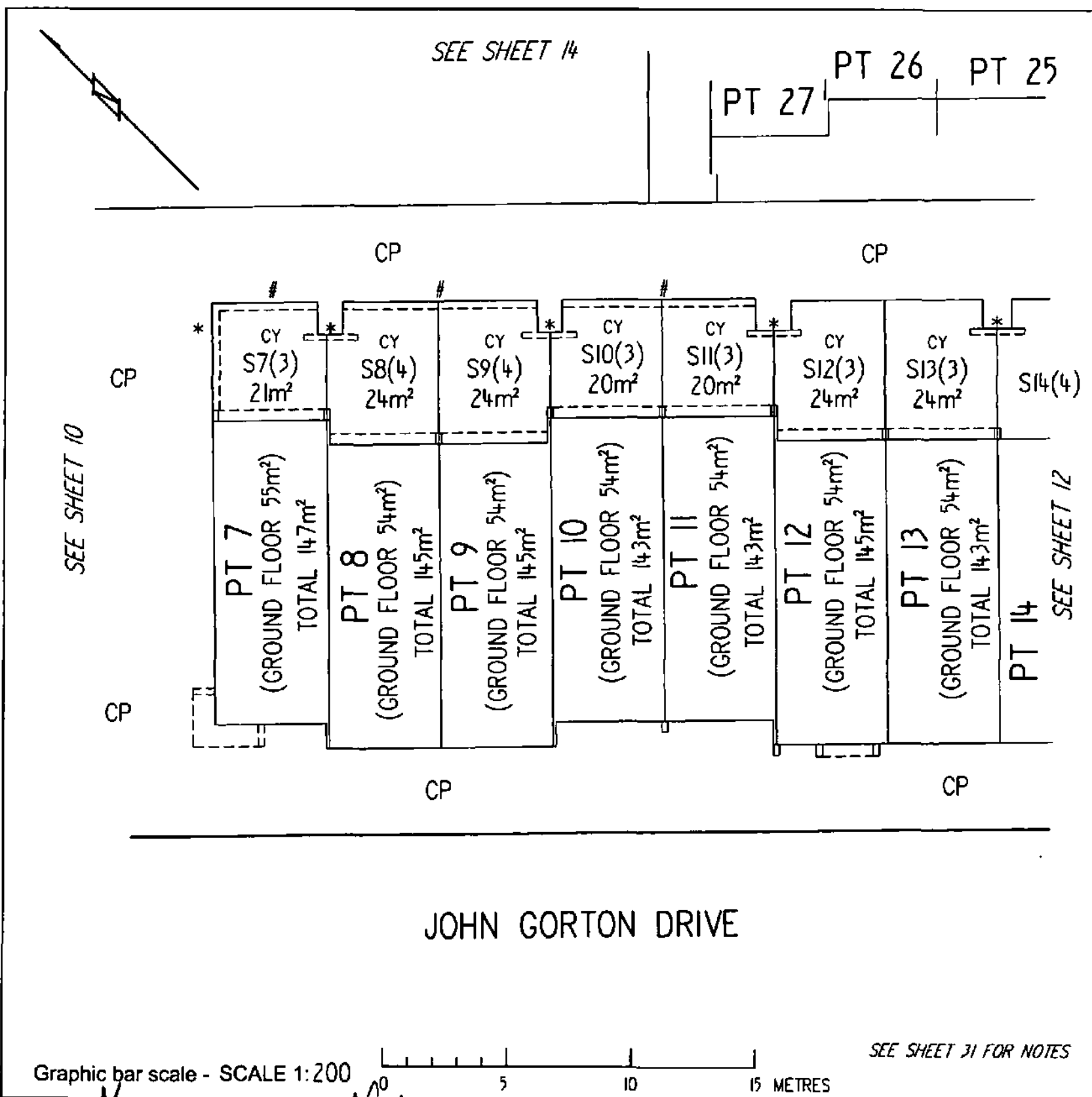
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OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	21	2	4391

FLOOR NUMBER	GROUND
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JOHN SUSA
COBUILD P/L
138 695 226
DIRECTORS

Registered Proprietor

V. Valley Lyn Tankey
Delegate of the ACT Environment and Sustainable
Development Directorate

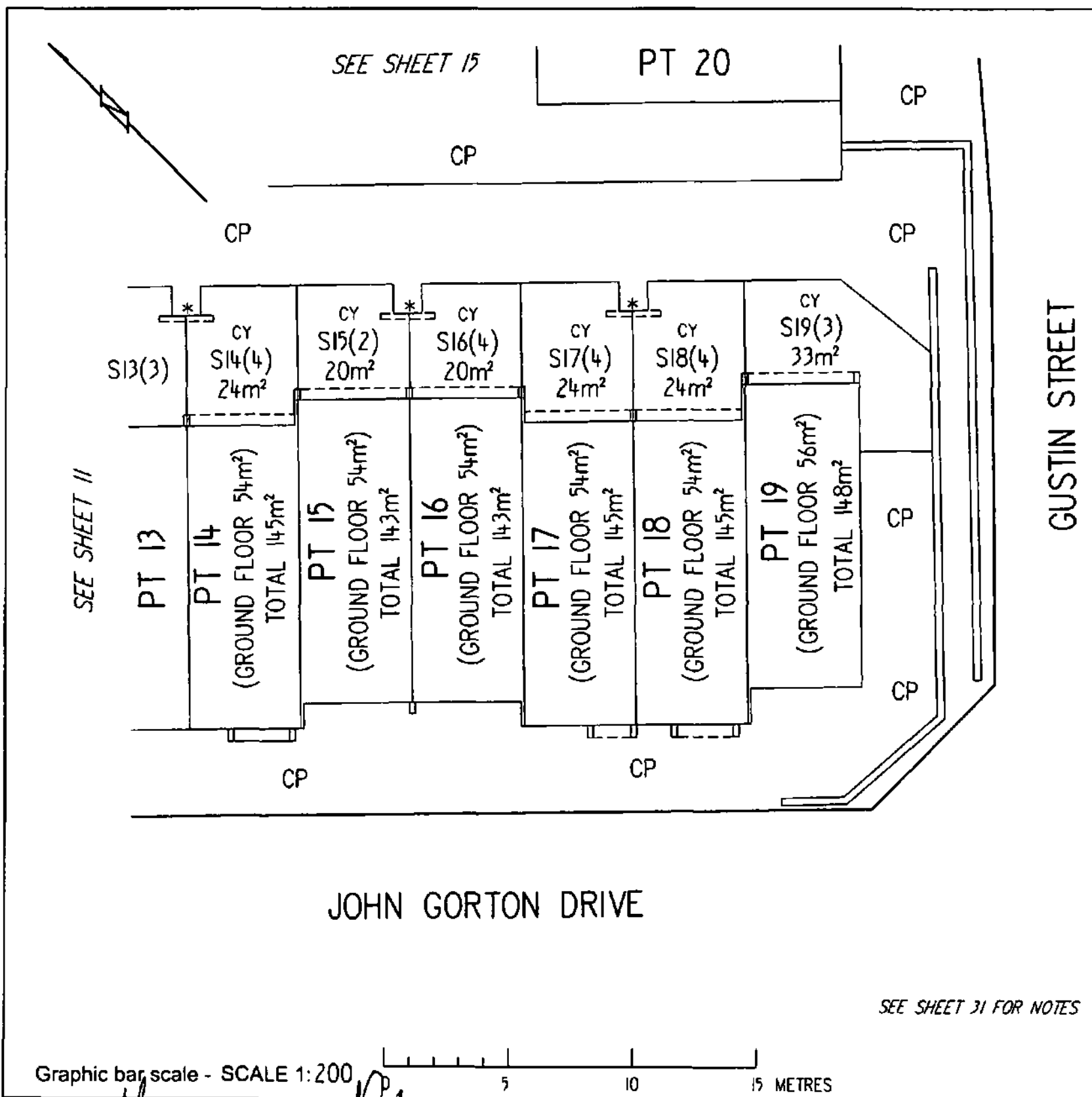
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ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	21	2	4391

FLOOR NUMBER	GROUND
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JOHN SUSA
CD BUILD P/L
138 695 226
DIRECTOR

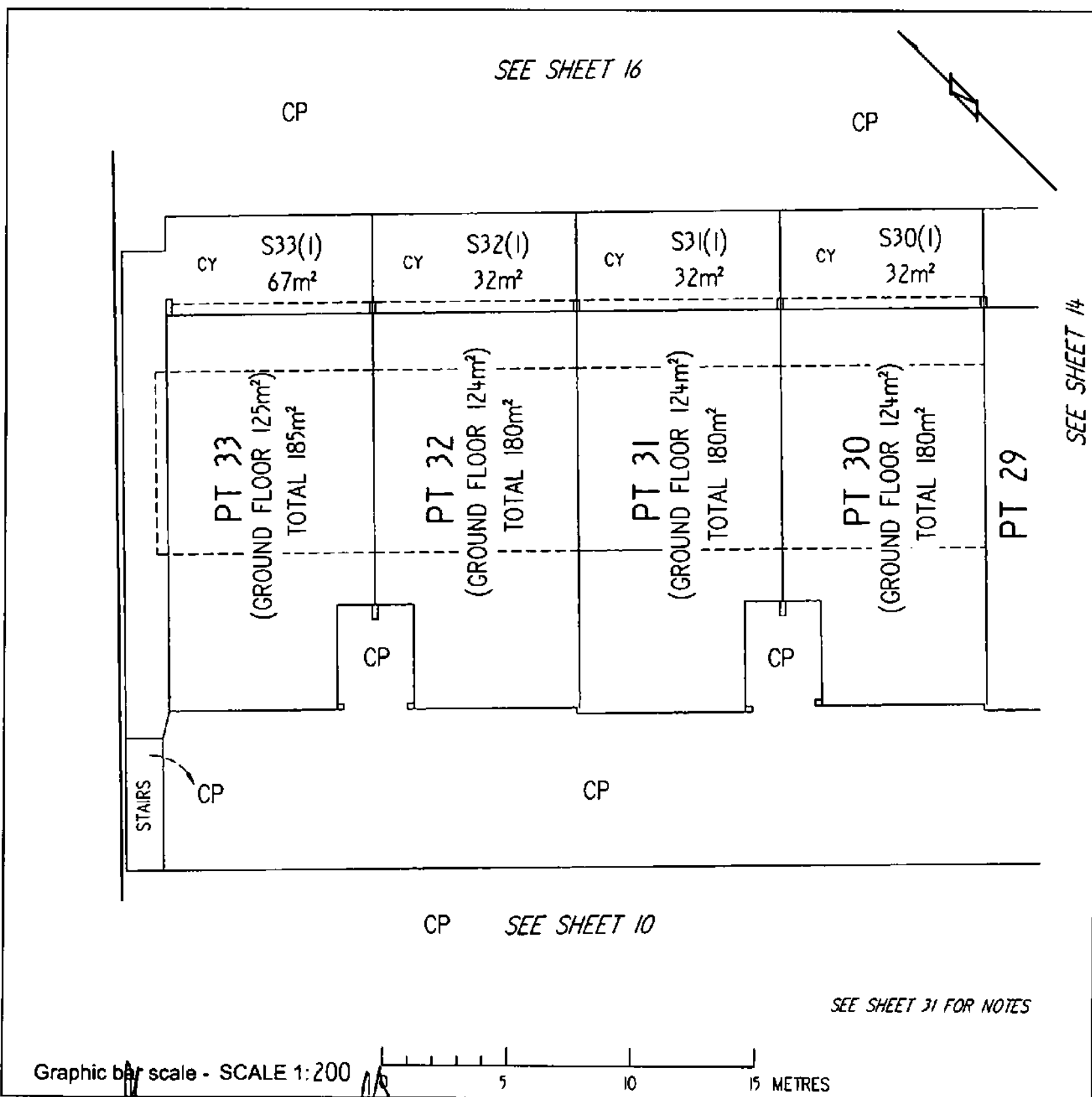
Registered Proprietor

Lyn Tankey
Delegate of the ACT Environment and Sustainable
Development Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	21	2	4391

FLOOR NUMBER	GROUND
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JOHNSON
CD BUILD P/L
138 695 226
DIRECTORS

Registered Proprietor

P. Vandy Lyn Tankey..
Delegate of the ACT Environment and Sustainable
Development Directorate

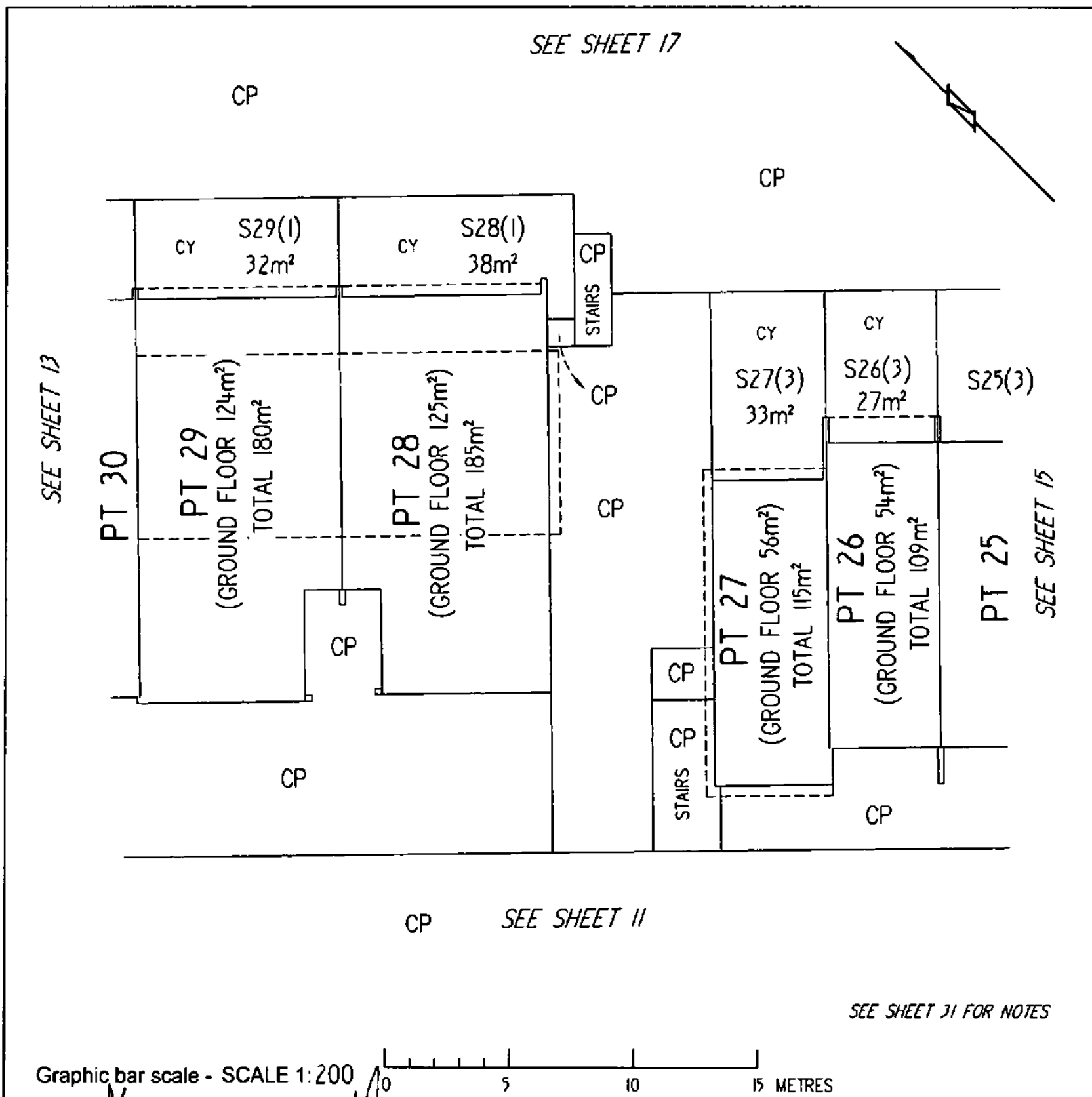
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ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	21	2	4391

FLOOR NUMBER	GROUND
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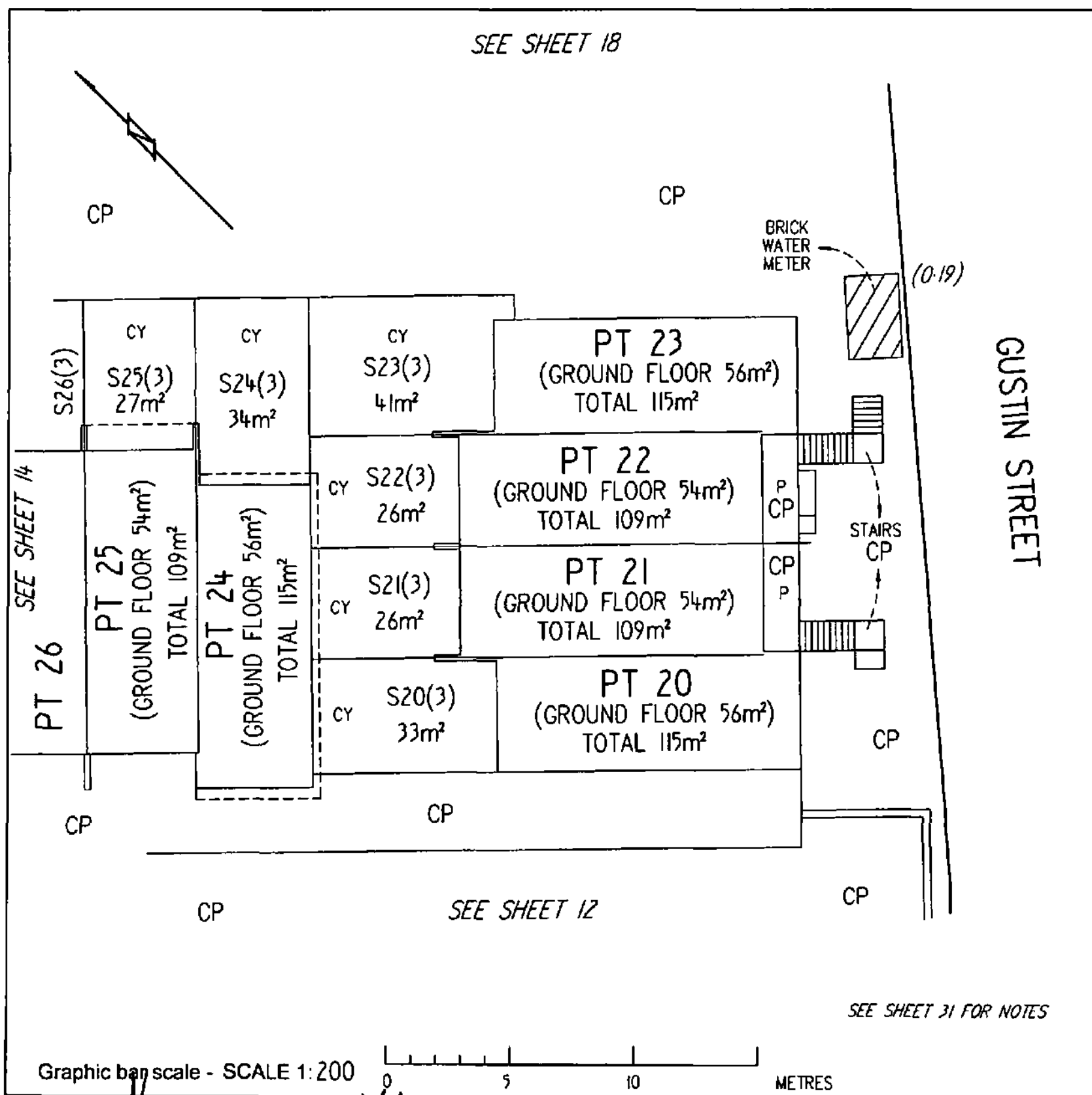


JOHNSUA
CD BUILD P/L
138 695 226
DIRECTORS

Registered Proprietor

Lyn Tankey..
Delegate of the ACT Environment and Sustainable
Development Directorate

FLOOR NUMBER	GROUND
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x
JOHN SUSA
CD BUILD P/L
188 695 226
DIRECTORS

Registered Proprietor

P. Valley Lyn Tankey
 Delegate of the ACT Environment and Sustainable
 Development Directorate

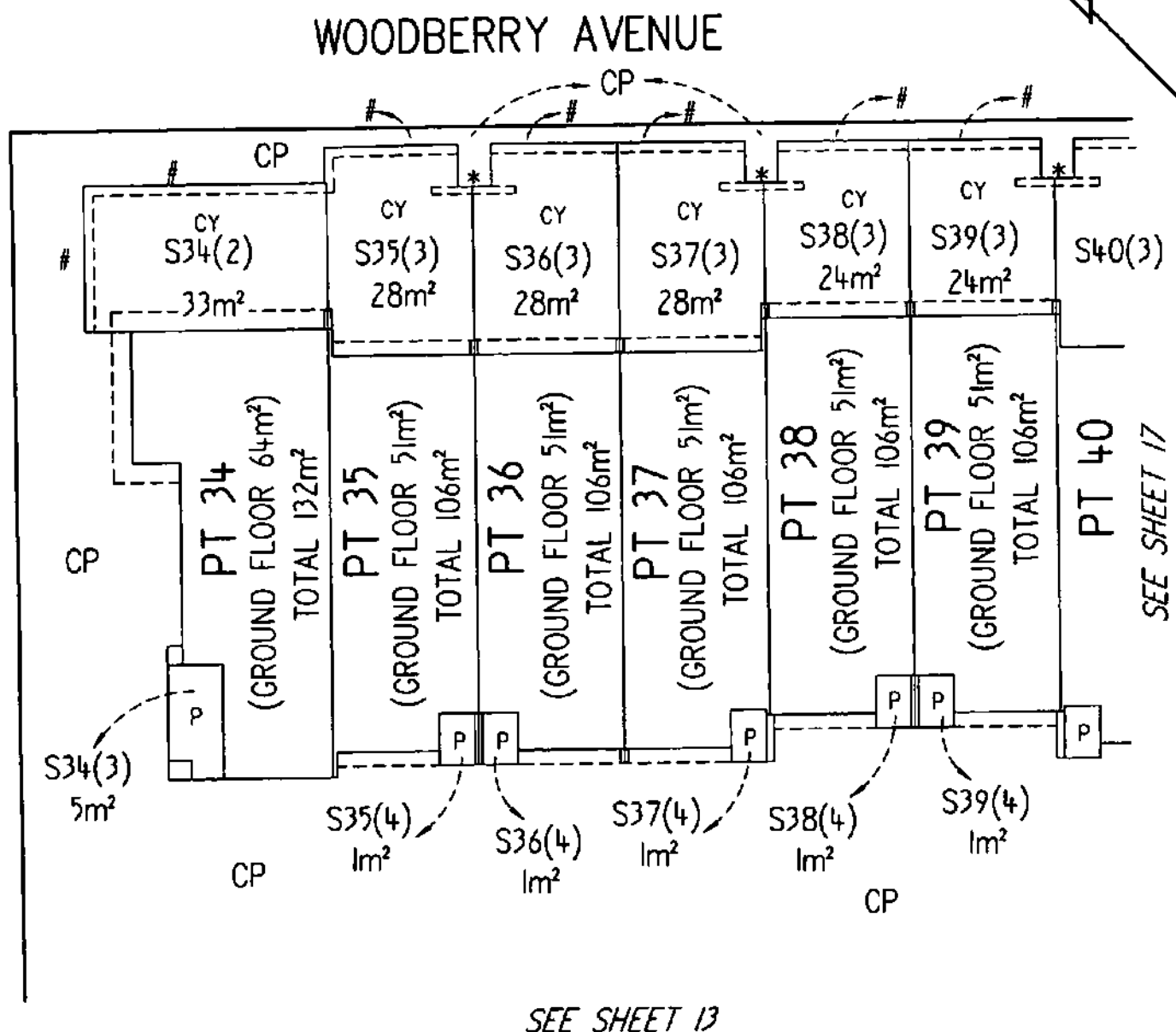
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OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	21	2	4391

FLOOR NUMBER	GROUND
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Graphic bar scale - SCALE 1:200

0 5 10 15 METRES

X

John Suss
CD BUILD P/L
138 693 226
DIRECTOR

Registered Proprietor

V. Vally Lyn Tankey.
Delegate of the ACT Environment and Sustainable
Development Directorate

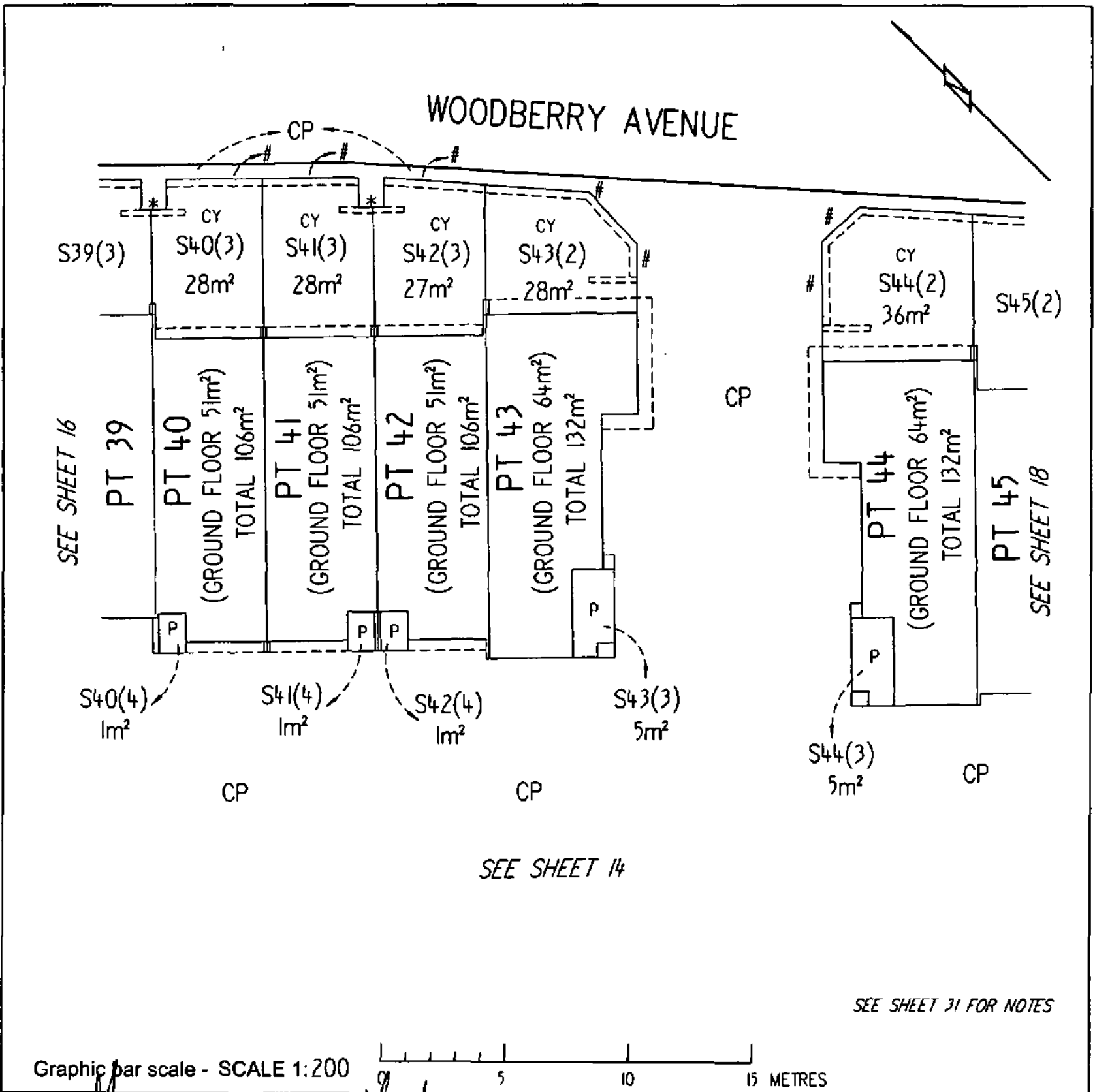
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ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	21	2	4391

FLOOR NUMBER	GROUND
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X

JOHNSUJA
CO BUILD P/L
138 695 226
DIRECTORS

Registered Proprietor

V Valley Lyn Tankey
Delegate of the ACT Environment and Sustainable
Development Directorate

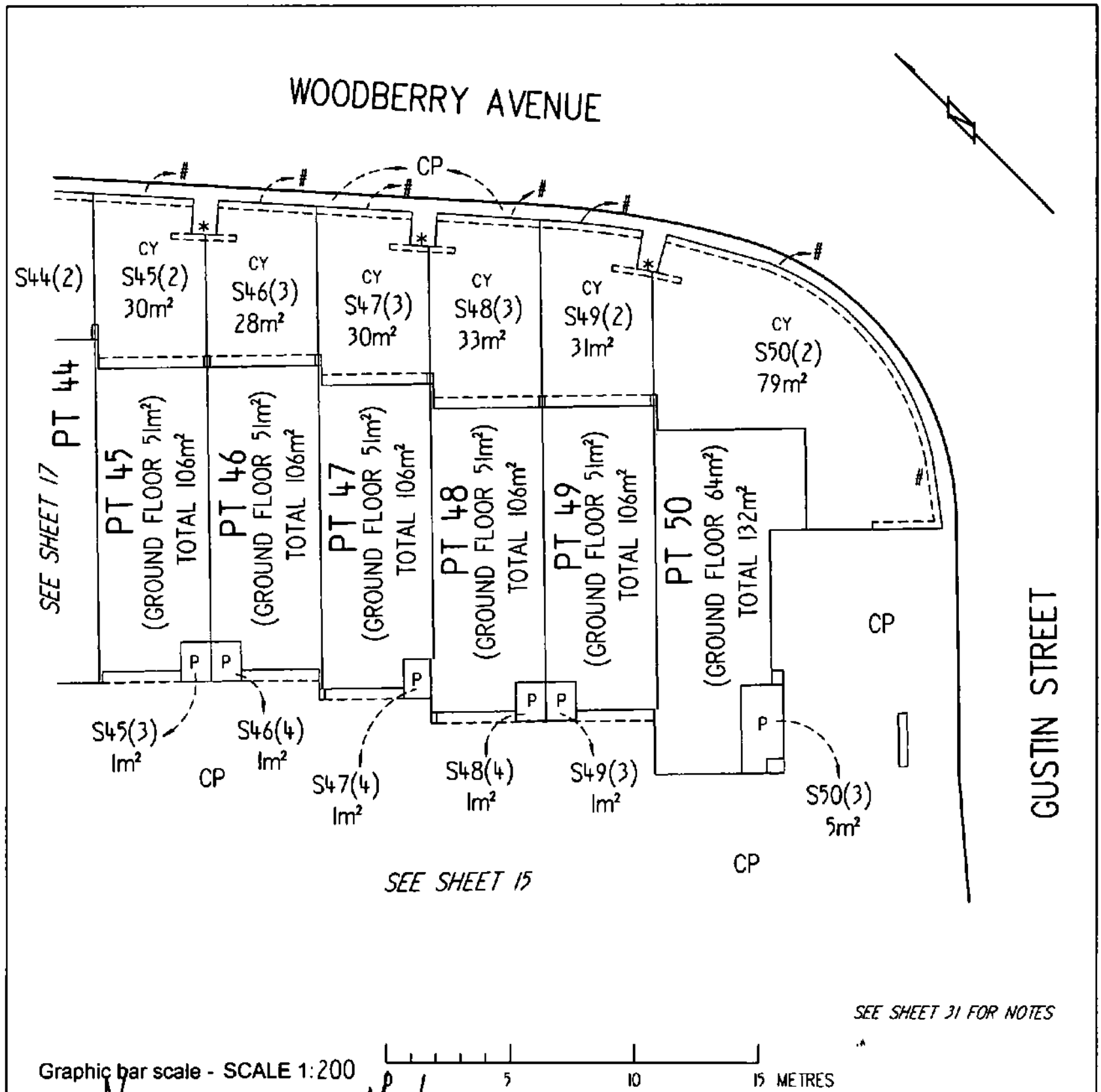
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ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	21	2	43a1

FLOOR NUMBER	GROUND
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JOHN SUSA
CD BUILDING
138 695 226
DIRECTORS

Registered Proprietor

Lyn Tankey
Delegate of the ACT Environment and Sustainable
Development Directorate

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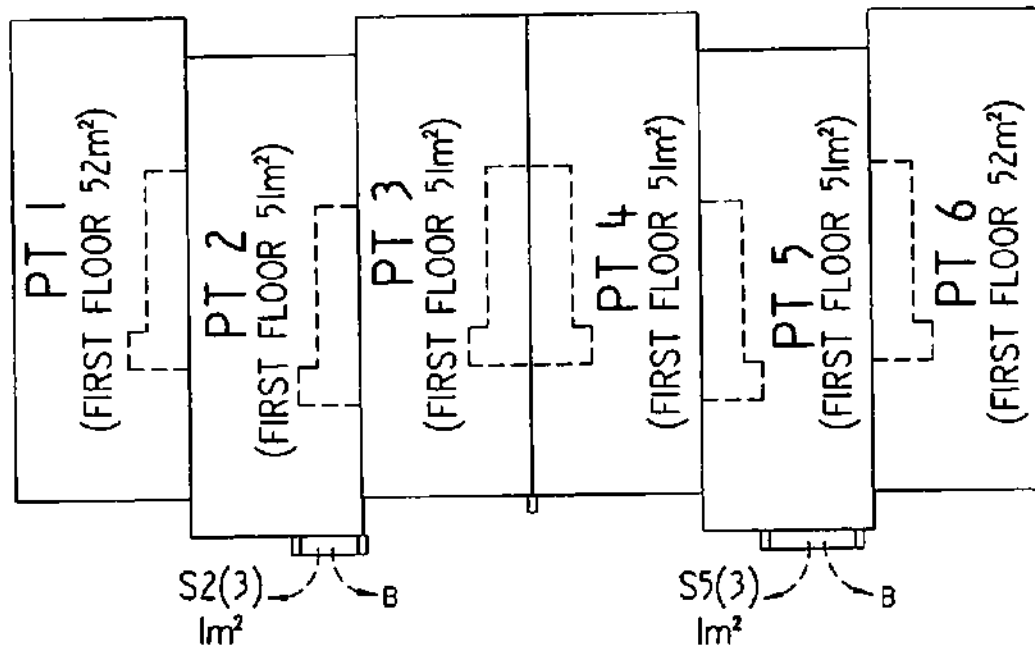
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	21	2	4391

FLOOR NUMBER	FIRST
--------------	-------

SEE SHEET 22



SEE SHEET 20

JOHN GORTON DRIVE

Graphic bar scale - SCALE 1:200

0 5 10 15 METRES

SEE SHEET 31 FOR NOTES

JOHN SUSIA
CO BUILD P/L
138 693 226
DIRECTOR

Registered Proprietor

Lyn Tankey
Delegate of the ACT Environment and Sustainable
Development Directorate

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ACT Justice and Community Safety Directorate

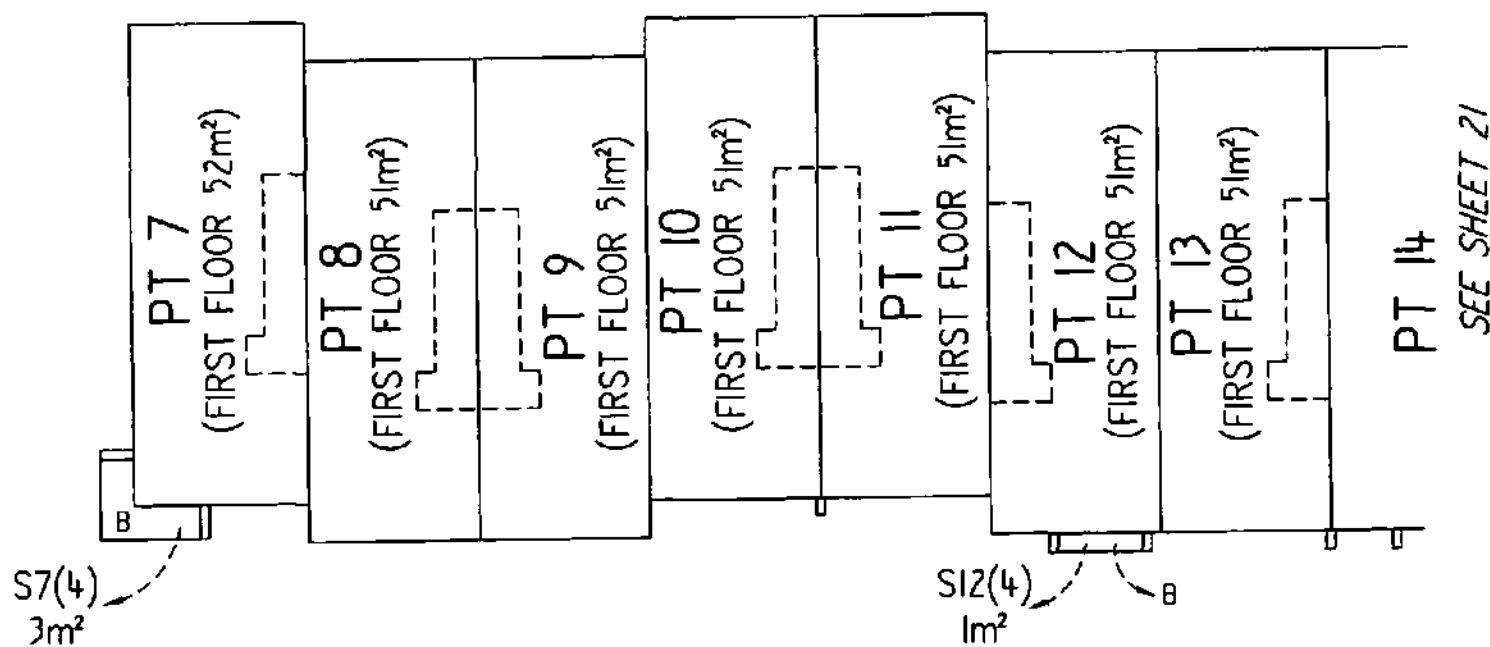
FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	21	2	4391

FLOOR NUMBER	FIRST
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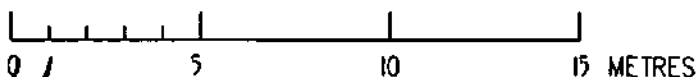
SEE SHEET 23

SEE SHEET 19



JOHN GORTON DRIVE

Graphic bar scale - SCALE 1:200



SEE SHEET 31 FOR NOTES

JOHNSUSA
CD BUILD P/L
138 695 226
DIRECTORS

Registered Proprietor

Lyn Tankey
Delegate of the ACT Environment and Sustainable
Development Directorate

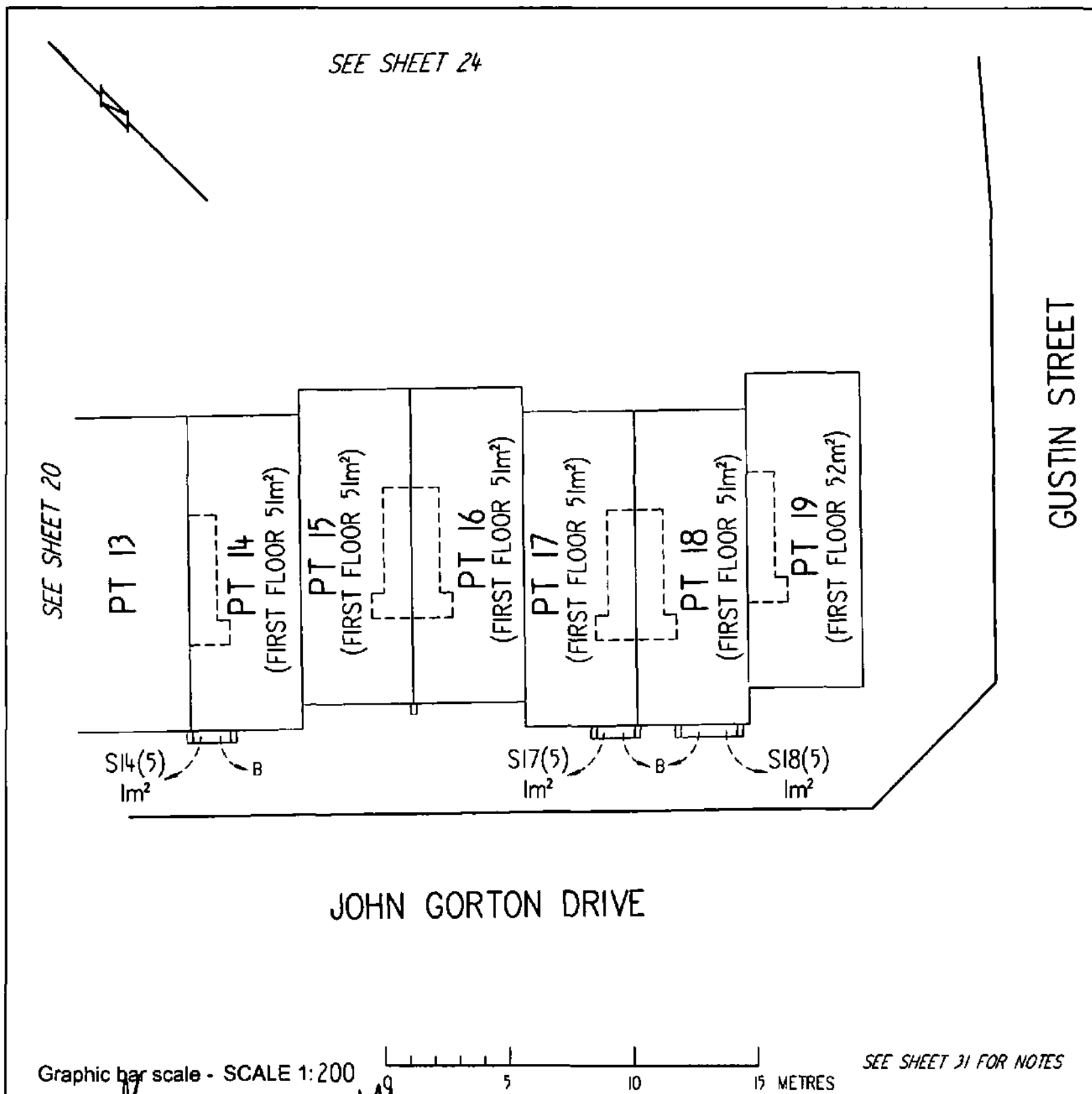
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ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	21	2	4391

FLOOR NUMBER	FIRST
--------------	-------



X

JOHN SOYK
CO BUILD P/L
138 695 226
DIRECTORS

Registered Proprietor

Lyn Tankey....
Delegate of the ACT Environment and Sustainable
Development Directorate

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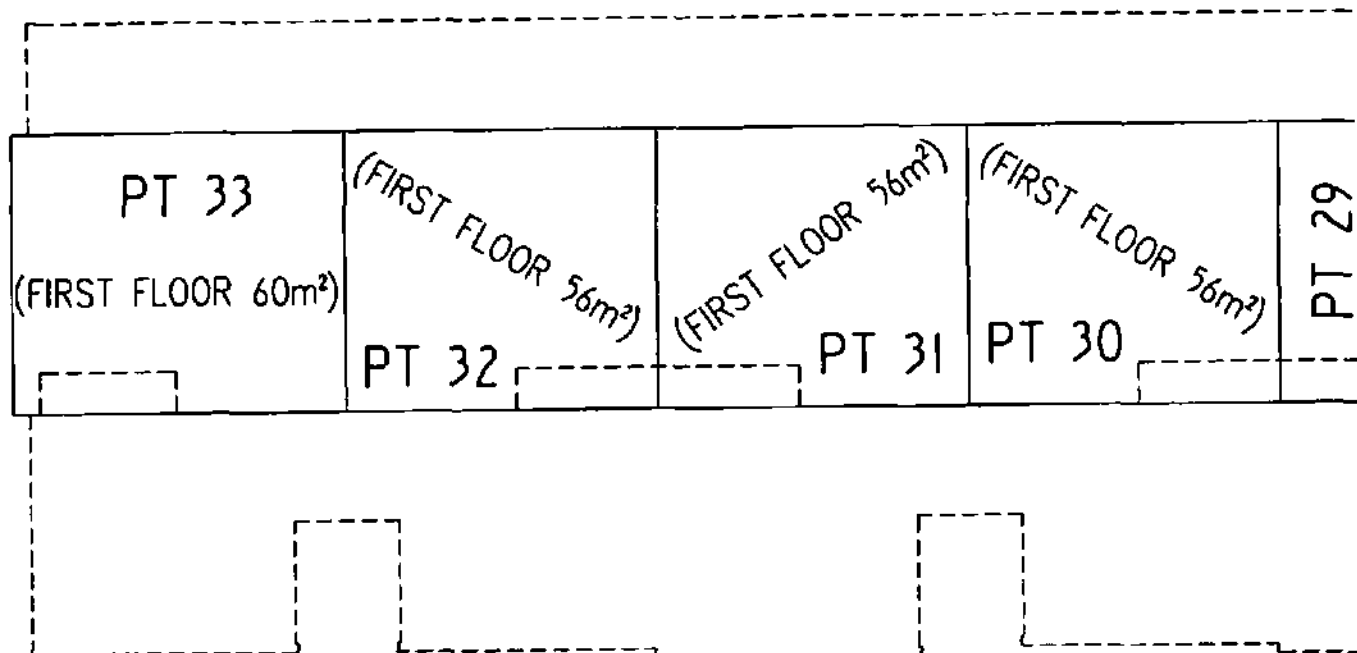
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	21	2	4391

FLOOR NUMBER	FIRST
--------------	-------

SEE SHEET 25



SEE SHEET 23

SEE SHEET 19

Graphic bar scale - SCALE 1:200

0 5 10 15 METRES

SEE SHEET 31 FOR NOTES

JOHN SUJA
CO BUILD P/L
138 695 226
DIRECTORS

Registered Proprietor

Lyn Tankey
Delegate of the ACT Environment and Sustainable
Development Directorate

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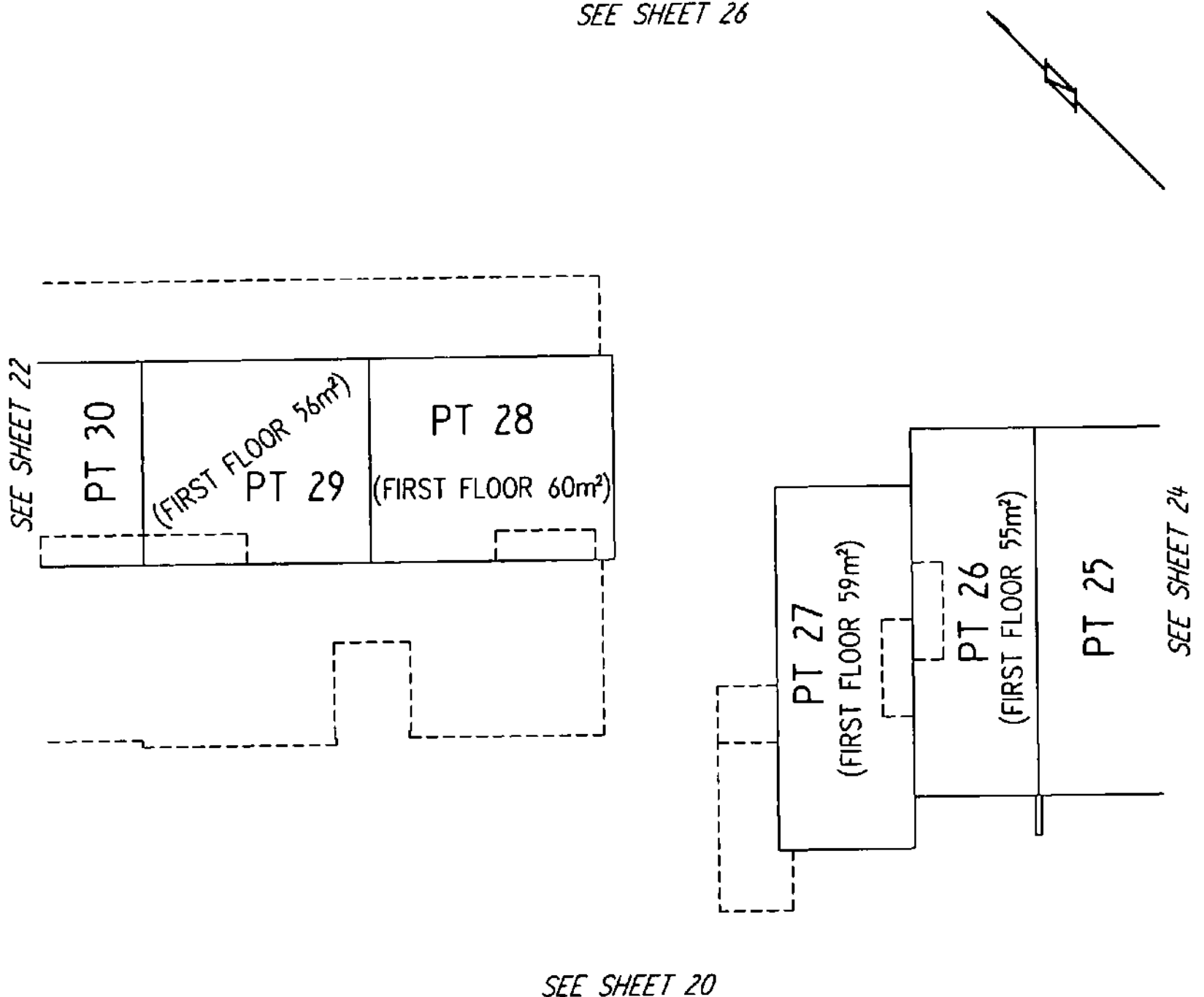
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ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	21	2	4391

FLOOR NUMBER	FIRST
--------------	-------

SEE SHEET 26



Graphic bar scale - SCALE 1:200

0 5 10 15 METRES

SEE SHEET 31 FOR NOTES

JOHN SUYA
CD BUILD ML
138 693 226
DIRECTORS

Registered Proprietor

Lyn Tankey...
Delegate of the ACT Environment and Sustainable
Development Directorate

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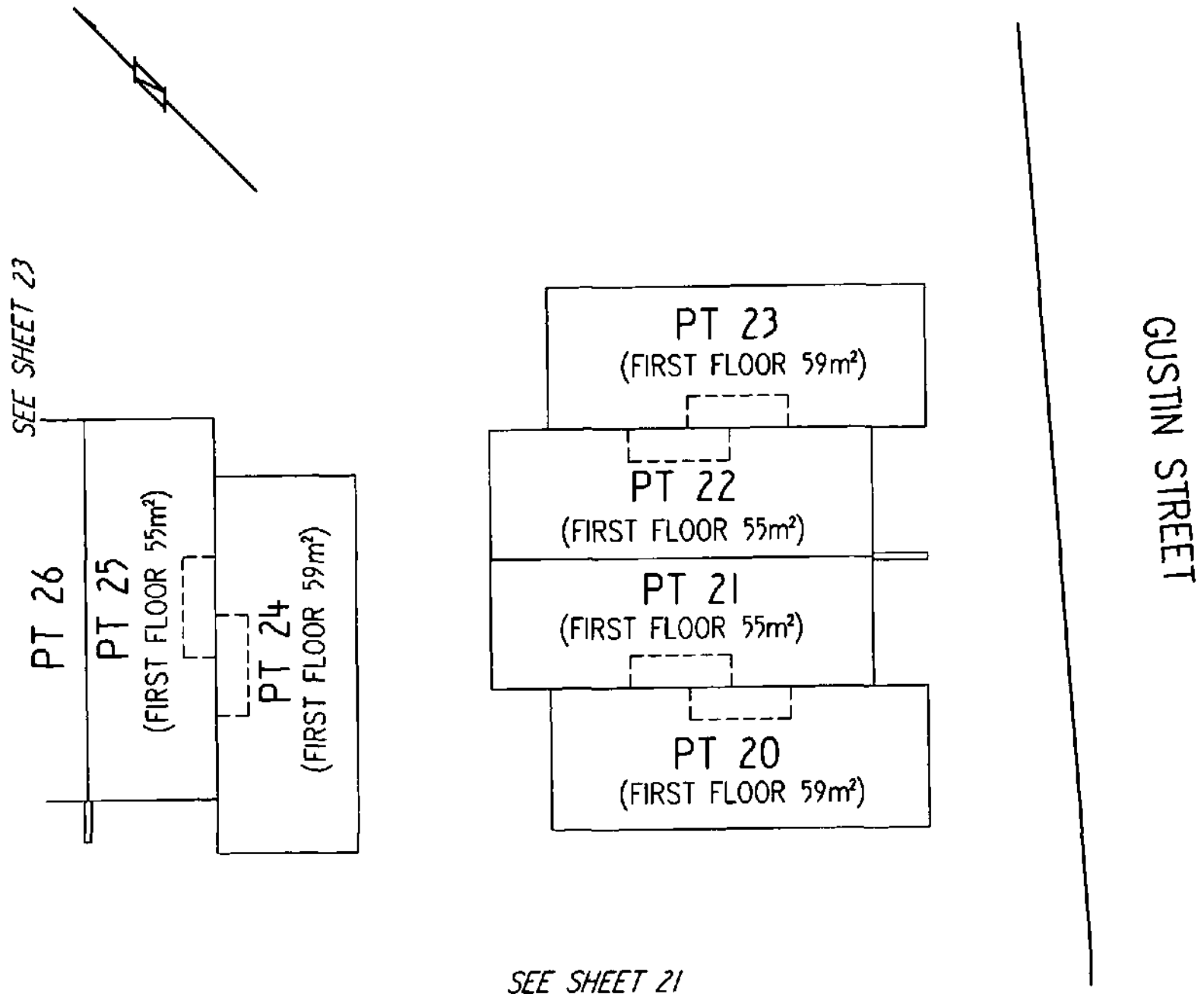
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

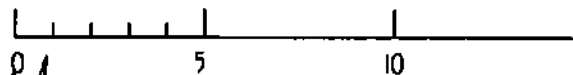
Division	Section	Block	UNITS PLAN No.
COOMBS	21	2	4391

FLOOR NUMBER	FIRST
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SEE SHEET 27



Graphic bar scale - SCALE 1:200



METRES

SEE SHEET 31 FOR NOTES

x

JOHN SUSAN
CD BUILD P/L
138 695 226
DIRECTORS

Registered Proprietor

[Signature] Lyn Tankey..
Delegate of the ACT Environment and Sustainable
Development Directorate

Form 091 - FP

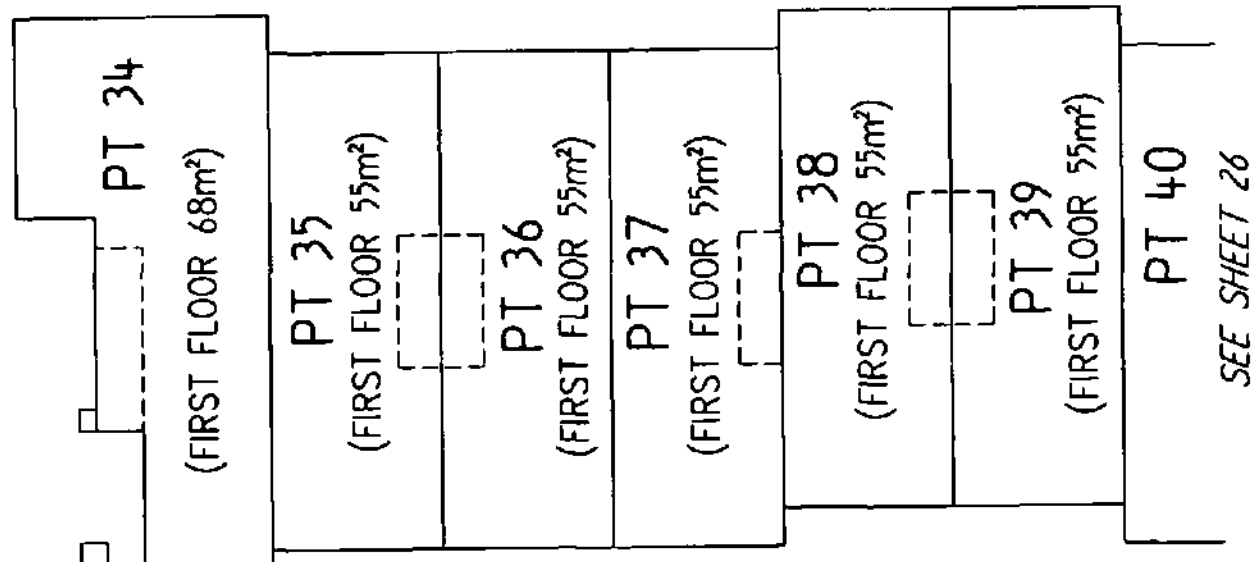
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ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	21	2	4391

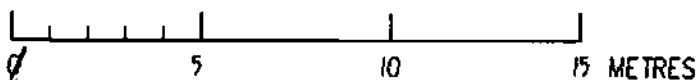
FLOOR NUMBER	FIRST
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WOODBERRY AVENUE



SEE SHEET 22

Graphic bar scale - SCALE 1:200



SEE SHEET 31 FOR NOTES

JOHN SULLIVAN
CO BUILDING
138 695 226
DIRECTOR

Registered Proprietor

Lyn Tankey
Lyn Tankey
Delegate of the ACT Environment and Sustainable
Development Directorate

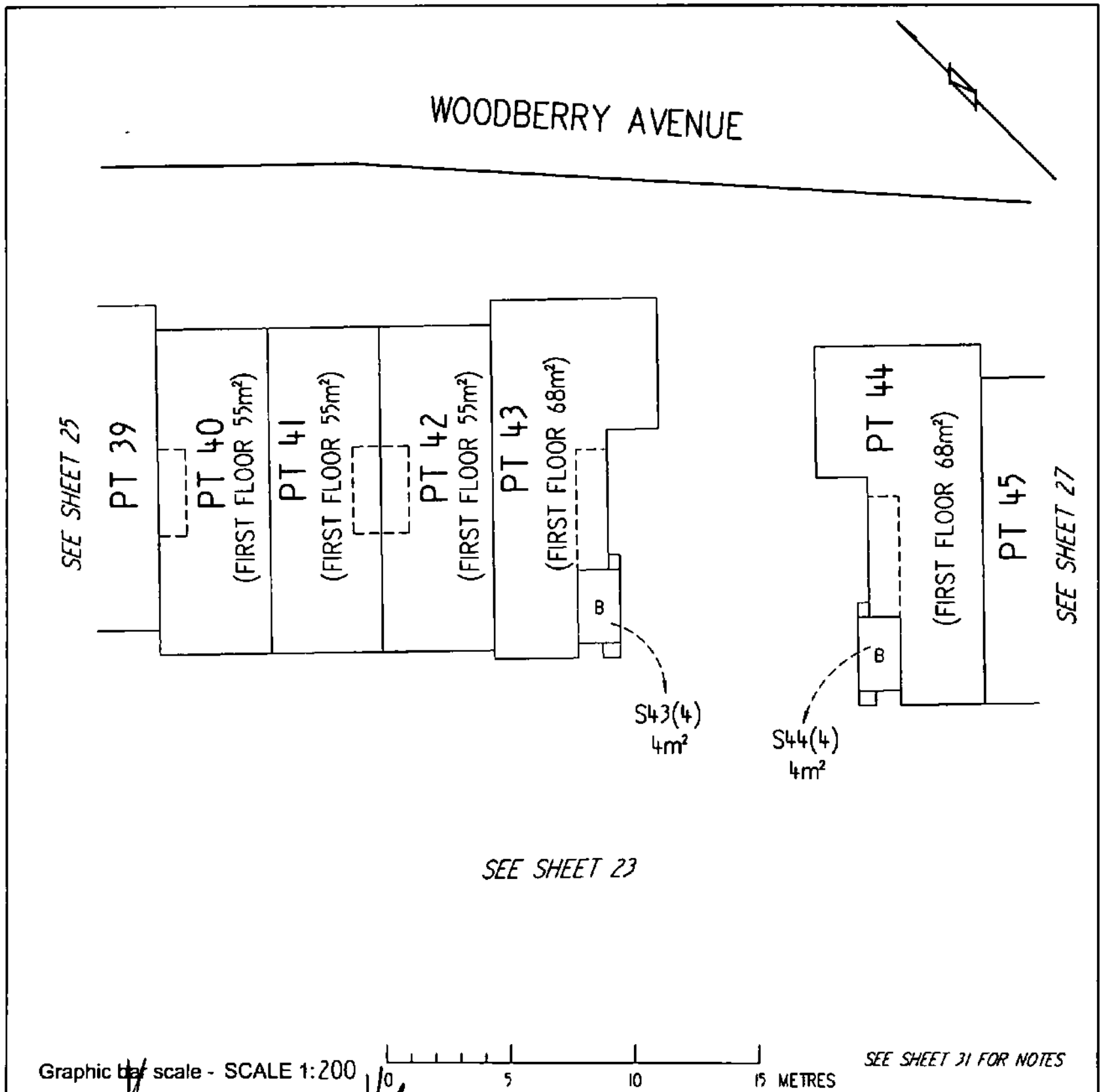
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OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	21	2	4391

FLOOR NUMBER	FIRST
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JOHN SUJA CD BUILD PL 138 695 226 DIRECTORS Registered Proprietor	Lyn Tankey.. Delegate of the ACT Environment and Sustainable Development Directorate
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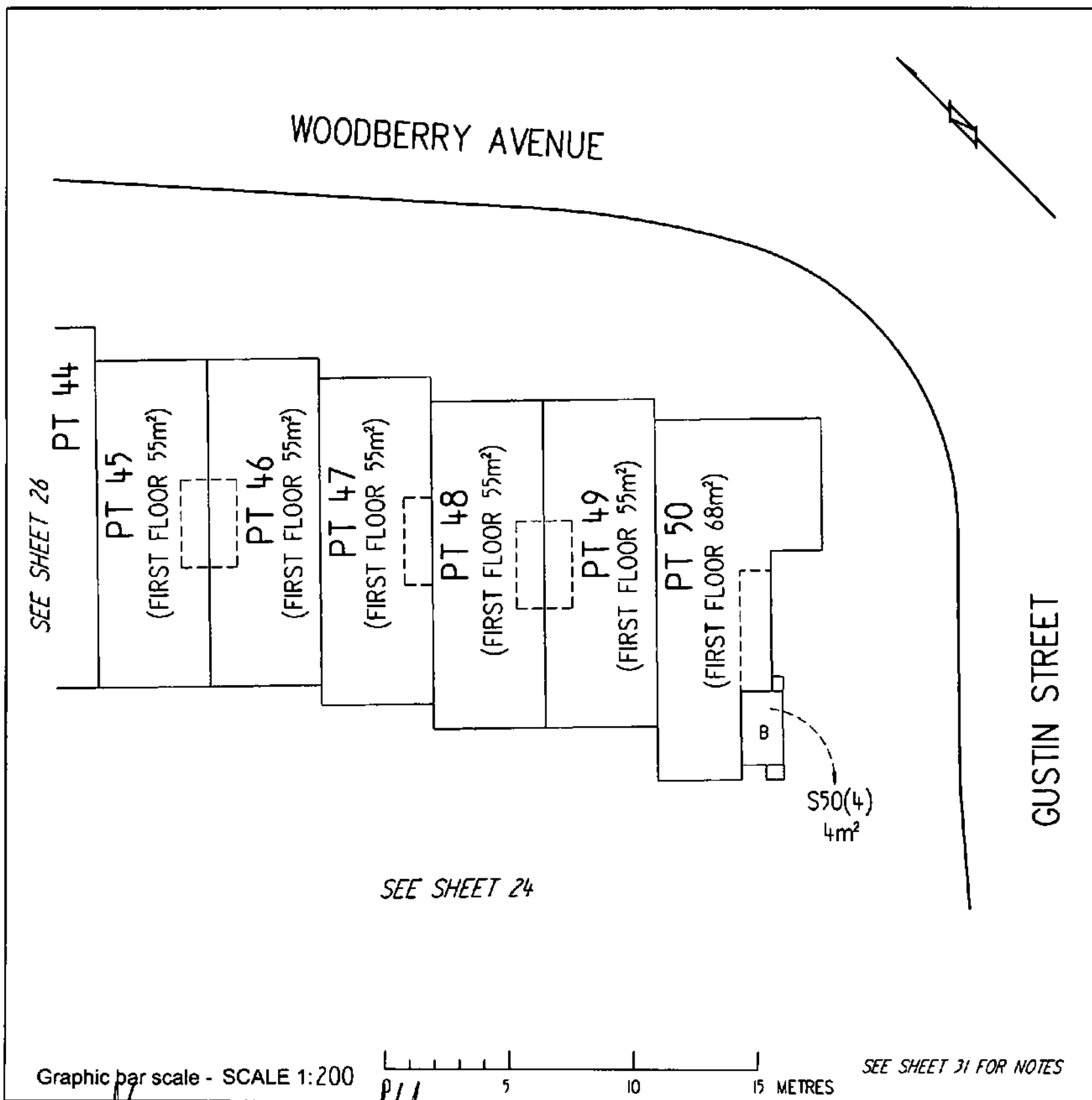
Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	21	2	4391

FLOOR NUMBER	FIRST
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× John Sush CD BUILD P/L 138 643 226 DIRECTORS	<i>[Signature]</i> Registered Proprietor	<i>[Signature]</i> Lyn Tankey Delegate of the ACT Environment and Sustainable Development Directorate
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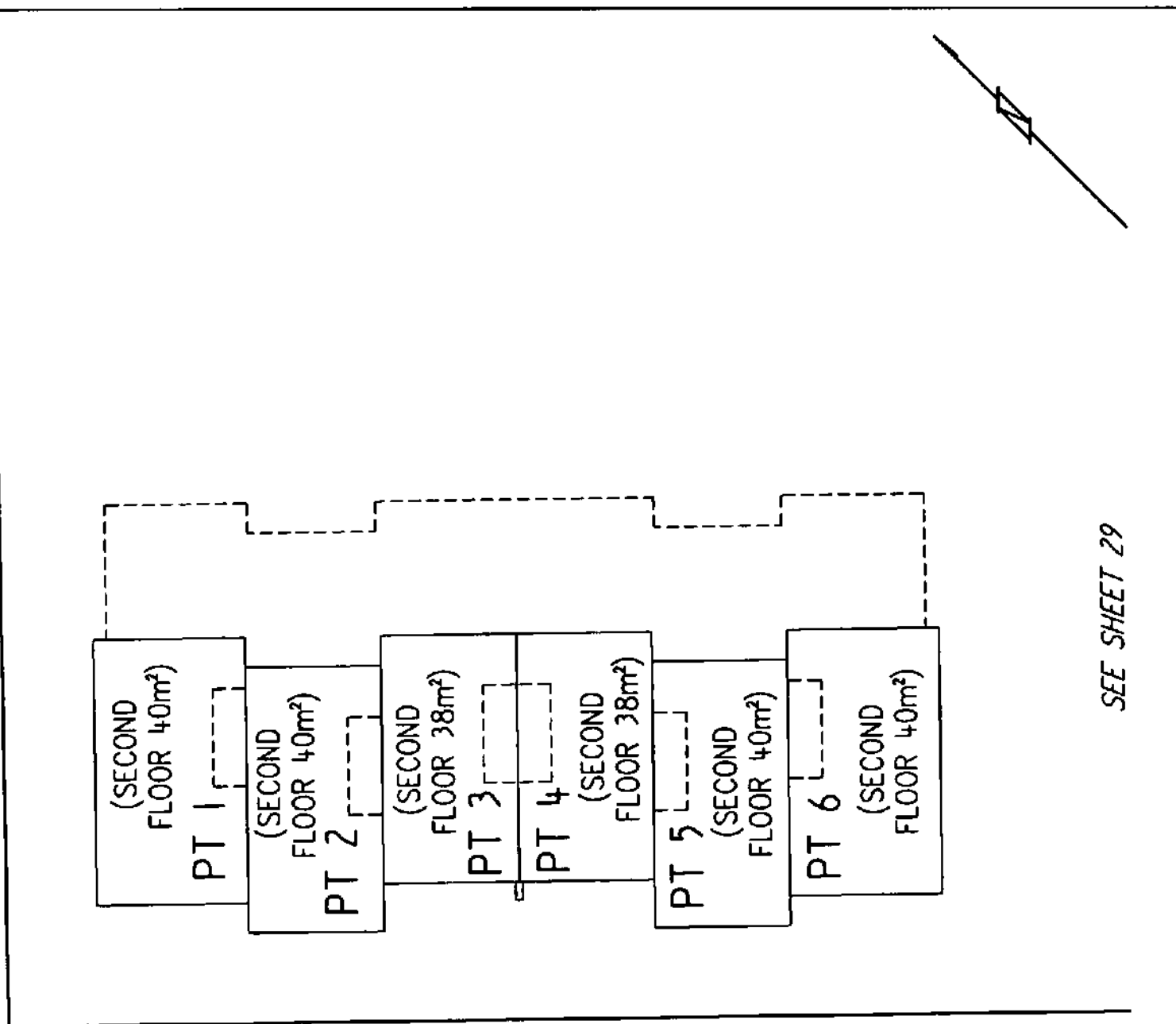
Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

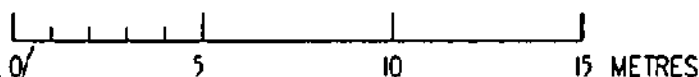
Division	Section	Block	UNITS PLAN No.
COOMBS	21	2	4391

FLOOR NUMBER	SECOND
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JOHN GORTON DRIVE

Graphic scale - SCALE 1:200



SEE SHEET 31 FOR NOTES

x

JOHN SUVA
CO BUILD P/L
138 695 226
DIRECTORS

Registered Proprietor

Lyn Tankey...

Delegate of the ACT Environment and Sustainable

Development Directorate

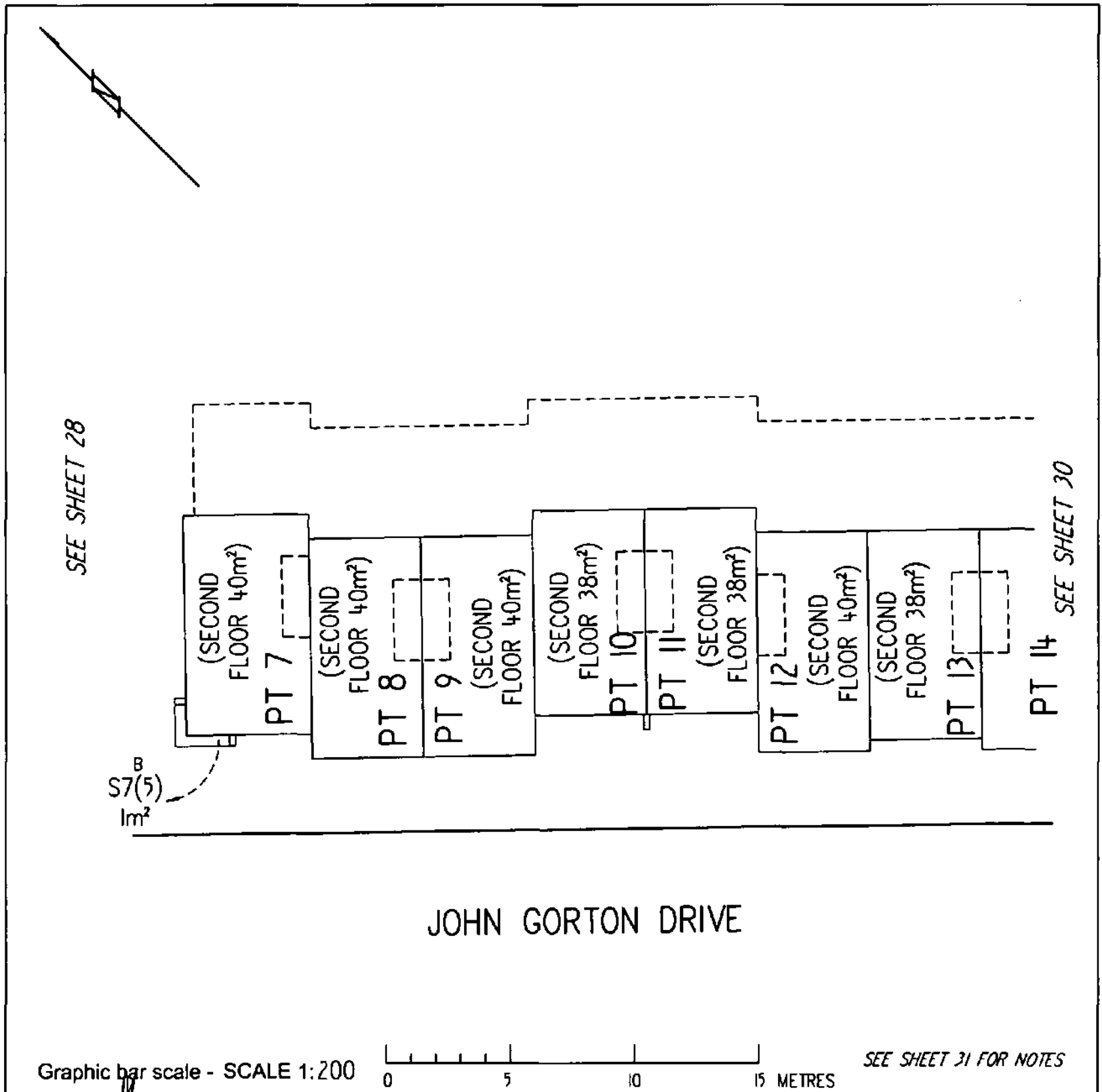
Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	21	2	4391

FLOOR NUMBER	SECOND
--------------	--------



JOHN SWAN
CO BUILDING
138 625 226
DIRECTORS

Registered Proprietor

Lyn Tankey
Delegate of the ACT Environment and Sustainable
Development Directorate

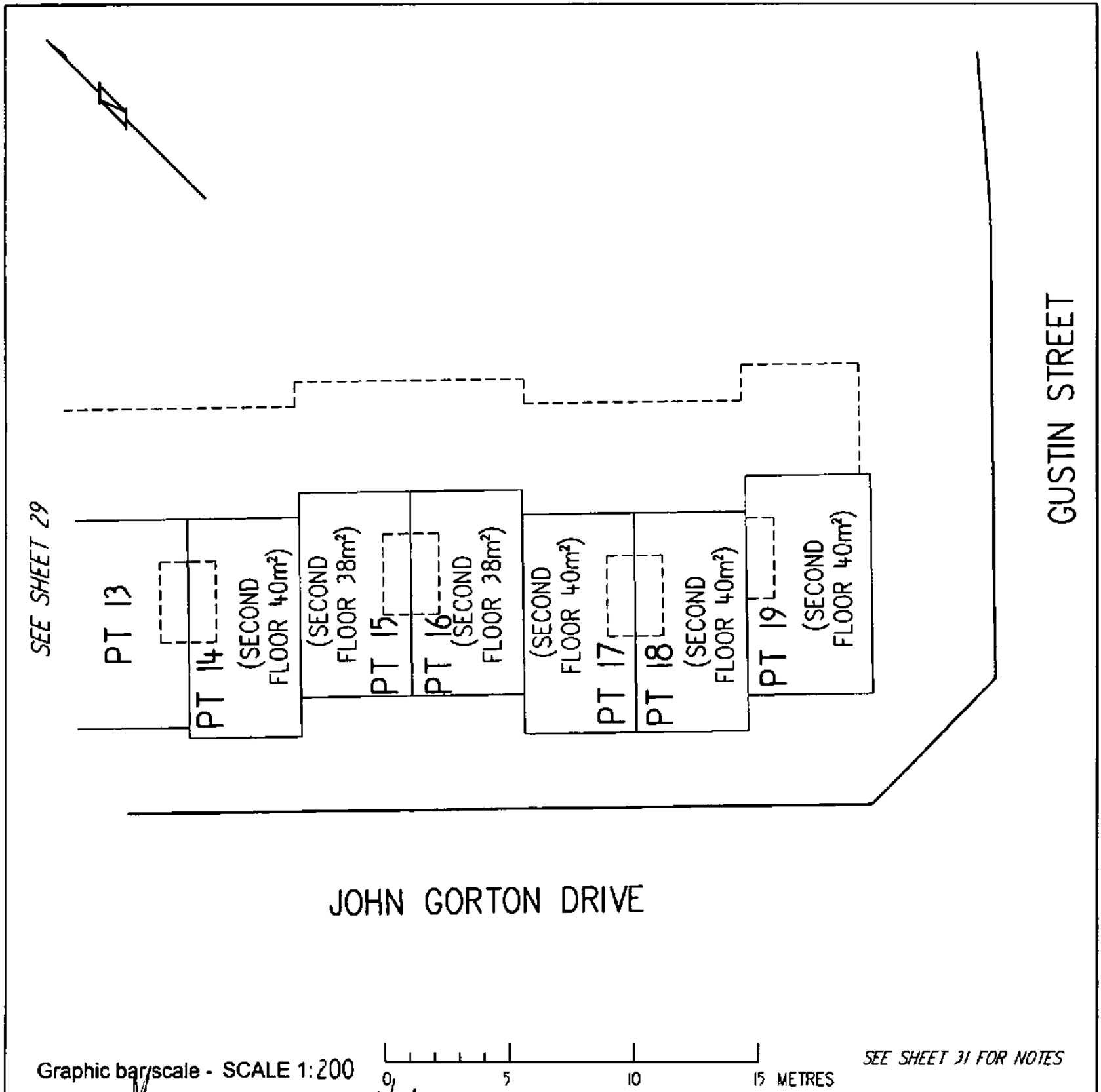
Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	21	2	4391

FLOOR NUMBER	SECOND
--------------	--------



JOHN SUSA
CD BUILD P/L
188 695 226
DIRECTORS

Registered Proprietor

Lyn Tankey
Lyn Tankey
Delegate of the ACT Environment and Sustainable
Development Directorate

Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	21	2	4391

LEGEND and SPECIFICATION SHEET

NOTES:

- CP - DENOTES COMMON PROPERTY
- PA - DENOTES CAR PARKING AREA
- * - DENOTES SUBSIDIARY BOUNDARY ALONG FACE OF WALL
- CY - DENOTES COURTYARD
- P - DENOTES PORCH
- B - DENOTES BALCONY
- LB - DENOTES BRICK LETTERBOX (COMMON PROPERTY)
- GA - DENOTES BRICK GARAGE
- GE - DENOTES WASTE ENCLOSURE (COMMON PROPERTY)
- VP - DENOTES VISITOR CARPARKING (COMMON PROPERTY)
- # - DENOTES SUBSIDIARY BOUNDARY ALONG OUTSIDE FACE OF ROCK WALL
- R - DENOTES STOREROOM (1m² UNLESS NOTED)
- C - DENOTES COLUMN (COMMON PROPERTY)
- Ø - DENOTES UNIT SUBSIDIARY BOUNDARY THROUGH CENTRELINE OF COLUMN
- WM - DENOTES WATER METER (COMMON PROPERTY)

UNITS & SUBSIDIARIES ARE SUBJECT TO THE PROVISIONS OF SECTION 34 OF THE UNIT TITLES ACT 2001, WHERE APPLICABLE

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

ALL AREAS ARE APPROXIMATE ONLY AND MAY CONTAIN COLUMNS AND SERVICE DUCTS WHICH ARE COMMON PROPERTY

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

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

FOR UNITS THAT HAVE PARTS, THE AREA FOR THE STAIRWELL PENETRATION ON THE UPPER FLOOR HAS NOT BEEN INCLUDED IN THE FLOOR AREA

X
JOHN SUSA
CO BUILD P/L
138 695 226
DIRECTORS

Registered Proprietor

Lyn Tankey
Lyn Tankey
Delegate of the ACT Environment and Sustainable
Development Directorate

Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	21	2	4391

UNIT & SUBSIDIARY INDEX

ADDRESS	UNIT IDENTIFIER				SUBSIDIARIES										
	UNIT No	SHEET No	FLOOR	DOOR No	CAR PARKING		STOREROOM		COURTYARD		BALCONY		BICYCLE STORAGE		SUBSIDIARY TOTAL
					SUB No	SHEET No	SUB No	SHEET No	SUB No	SHEET No	SUB No	SHEET No	SUB No	SHEET No	
DRIVE	1	10	GROUND	1/102	S1	5			S2	10					2
	2	10	GROUND	2/100	S1	5			S2	10	S3	19			3
	3	10	GROUND	3/98	S1	5			S2	10					2
	4	10	GROUND	4/96	S1,S3	6	S2	6	S4	10			S5	8	5
	5	10	GROUND	5/94	S1	6			S2	10	S3	19			3
	6	10	GROUND	6/92	S1	6			S2	10					2
CORTON	7	11	GROUND	7/88	S1	8	S2	8	S3	11	S4,S5	20,29	S6	8	6
	8	11	GROUND	8/86	S1,S3	6	S2	6	S4	11			S5	8	5
	9	11	GROUND	9/84	S1,S3	7	S2	7	S4	11			S5	8	5
	10	11	GROUND	10/82	S1	6	S2	6	S3	11			S4	8	4
	11	11	GROUND	11/80	S1	6	S2	6	S3	11			S4	8	4
	12	11	GROUND	12/78	S1	8	S2	8	S3	11	S4	20	S5	8	5
JOHN	13	11	GROUND	13/76	S1	8	S2	8	S3	11			S4	8	4
	14	12	GROUND	14/74	S1,S3	7	S2	7	S4	12	S5	21	S6	8	6
	15	12	GROUND	15/72	S1	6			S2	12					2
	16	12	GROUND	16/70	S1,S3	7	S2	7	S4	12			S5	8	5
	17	12	GROUND	17/68	S1,S3	7	S2	7	S4	12	S5	21	S6	8	6
	18	12	GROUND	18/66	S1,S3	7	S2	7	S4	12	S5	21	S6	8	6
	19	12	GROUND	19/64	S1	9	S2	9	S3	12			S4	8	4

JOHN SUSA
CO BUILD P/L
138 695 226
DIRECTORS

Registered Proprietor

V Vainy Lyn Pankey
Delegate of the ACT Environment and Sustainable
Development Directorate

Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
COOMBS	21	2	4391

UNIT & SUBSIDIARY INDEX

ADDRESS	UNIT IDENTIFIER				SUBSIDIARIES								SUBSIDIARY TOTAL
	UNIT No	SHEET No	FLOOR	DOOR No	CAR PARKING		STORE/ROOM/BICYCLE STORAGE		COURTYARD		BALCONY/PORCH		
					SUB No	SHEET No	SUB No	SHEET No	SUB No	SHEET No	SUB No	SHEET No	
GUSTIN STREET	20	15	GROUND	20/1	SI	8	S2,S4	8	S3	15			4
	21	15	GROUND	21/3	SI	7	S2,S4	7,8	S3	15			4
	22	15	GROUND	22/5	SI	8	S2,S4	8	S3	15			4
	23	15	GROUND	23/7	SI	9	S2,S4	9,8	S3	15			4
JOHN CORTON DRIVE	24	15	GROUND	24/90	SI	9	S2,S4	9	S3	15			4
	25	15	GROUND	25/90	SI	9	S2,S4	9	S3	15			4
	26	14	GROUND	26/90	SI	9	S2,S4	9	S3	14			4
	27	14	GROUND	27/90	SI	9	S2,S4	9	S3	14			4
	28	14	GROUND	28/90					SI	14			1
	29	14	GROUND	29/90					SI	14			1
	30	13	GROUND	30/90					SI	13			1
	31	13	GROUND	31/90					SI	13			1
	32	13	GROUND	32/90					SI	13			1
	33	13	GROUND	33/90					SI	13			1
WOODBERRY AVENUE	34	16	GROUND	34/9	SI	8			S2	16	S3	16	3
	35	16	GROUND	35/109	SI	5	S2,S5	5,9	S3	16	S4	16	5
	36	16	GROUND	36/107	SI	5	S2,S5	5,9	S3	16	S4	16	5
	37	16	GROUND	37/105	SI	5	S2,S5	5,9	S3	16	S4	16	5
	38	16	GROUND	38/103	SI	5	S2,S5	5,9	S3	16	S4	16	5
	39	16	GROUND	39/101	SI	5	S2,S5	5,9	S3	16	S4	16	5
	40	17	GROUND	40/99	SI	5	S2,S5	5,9	S3	17	S4	17	5
	41	17	GROUND	41/97	SI	5	S2,S5	5,9	S3	17	S4	17	5
WOODBERRY AVENUE	42	17	GROUND	42/95	SI	6	S2,S5	6,9	S3	17	S4	17	5
	43	17	GROUND	43/9	SI	8			S2	17	S3,S4	17,26	4
WOODBERRY AVENUE	44	17	GROUND	44/9	SI	8			S2	17	S3,S4	17,26	4
	45	18	GROUND	45/89	SI	9			S2	18	S3	18	3
	46	18	GROUND	46/87	SI	6	S2,S5	6,9	S3	18	S4	18	5
	47	18	GROUND	47/85	SI	6	S2,S5	6,9	S3	18	S4	18	5
	48	18	GROUND	48/83	SI	6	S2,S5	6,9	S3	18	S4	18	5
	49	18	GROUND	49/81	SI	9			S2	18	S3	18	3
WOODBERRY AVENUE	50	18	GROUND	50/11	SI	9			S2	18	S3,S4	18,27	4

JOHN SUJA
CD BUILD P/L
138 695 226
DIRECTORS

Registered Proprietor

Lyn Tankey..
Delegate of the ACT Environment and Sustainable
Development Directorate

Form 4

Land Titles (Units Titles) Act 1970

UNITS PLAN NO . 4391

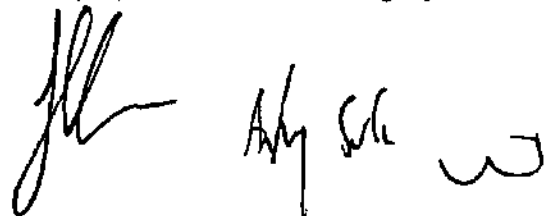
Block 2 Section 21 Division of COOMBS

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

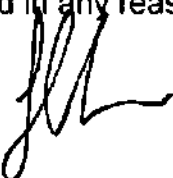
- | | | |
|---------|-----|--|
| TERM | 1. | The term of the lease of each of the units expires on the twenty second day of December Two thousand one hundred and fourteen. |
| RENT | 2. | The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded. |
| | 3. | Each Lessee of each of the Units Nos 1 - 50 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows:

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

(b) to 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> ; |
| PURPOSE | (c) | To use Units 1 to 50 for the purpose of multi-unit housing for not less than forty one (41) nor more than eighty one (81) dwellings; |

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- | | | |
|------------------------------------|-----|---|
| UNIT
SUBSIDIARY | (d) | Not to use any unit subsidiary to that unit as a habitation; |
| SOLID FUEL
HEATING | (e) | That the Lessee shall not without the prior written consent of the Authority install or use a solid fuel heating system on the premises; |
| SERVICE AREAS | (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; |
| BUILDING
SUBJECT TO
APPROVAL | (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; |
| 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; |

 A. H. S. L. W

- 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:
- (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
- (ii) to which the Tree Protection Act 2005, applies;
- 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

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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);

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;

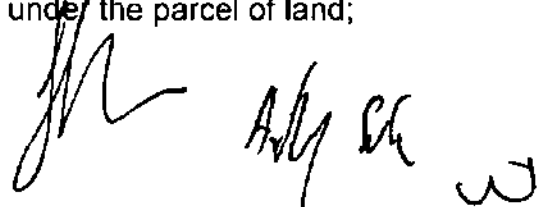
(ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or

(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:

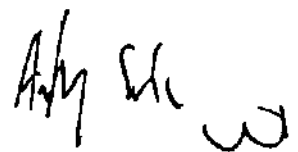
(a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;

(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;

 A large handwritten signature, possibly 'JH', followed by the initials 'ADY' and 'CK', and a small 'W' at the bottom right.

- (c) "class" for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- (d) "dual occupancy housing" means the use of the parcel of land that was originally used or leased for the purposes of single dwelling housing for two dwellings;
- (e) "dwelling":
 - (i) means a class 1 building, or a self-contained part of a class 2 building, that:
 - (A) includes the following that are accessible from within the building, or the self-contained part of the building:
 - (1) not more than 2 kitchens;
 - (2) at least 1 bath or shower;
 - (3) at least 1 toilet pan; and
 - (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and
 - (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;
- (f) "Lessee" shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;

x



- (g) "multi-unit housing" means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (h) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (i) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (j) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (k) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (l) words in the singular include the plural and vice versa;
- (m) words importing one gender include the other genders;
- (n) 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 Seventh day of November 2017.


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

LESSEE: CD BUILD PTY LIMITED A.C.N. 138 695 226


JOHN SUSS
CD BUILD P/L
138 695 226
DIRECTORS


Andy Sh

Form 5

Land Titles (Unit Titles) Act 1970

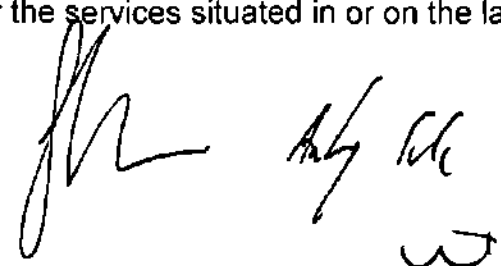
UNITS PLAN NO 4391

Block 2 Section 21 Division of COOMBS

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

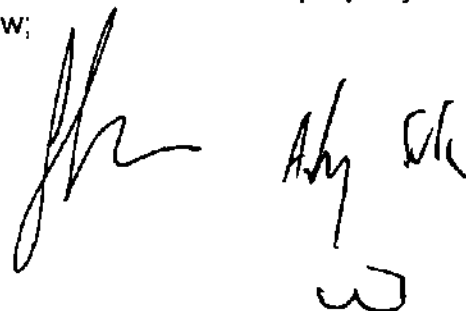
1. The term of the lease expires on the twenty second day of December Two thousand one hundred and fourteen.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Owners - Units Plan No. 4391 ("the Owners Corporation") covenants with Planning and Land 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;

✓

Handwritten signatures and initials, including a large stylized signature and the initials 'ALH' and 'W'.

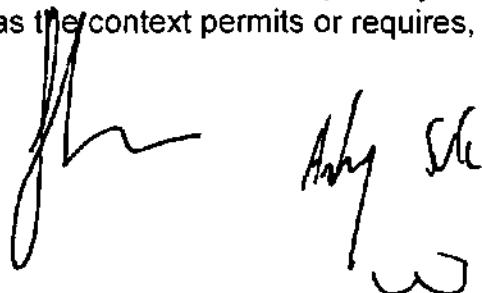
- (e) except where necessary for compliance with Clause 3(d) of this lease not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Authority;
- (f) If 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 not without the prior written consent of the Authority install or use a solid fuel heating system on the premises;
- (i) 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;

x

The block contains two handwritten signatures. The first is a large, stylized signature that appears to be 'John'. The second is a smaller signature or set of initials that appears to be 'Ashy' followed by 'Sik' and a large 'W' underneath.

- (j) That the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;
 - (k) All minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.
4. It is mutually covenanted and agreed by the Commonwealth 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;

×

Two handwritten signatures are present at the bottom right of the page. The first signature is a stylized, cursive 'J' followed by a horizontal line. The second signature is 'Andy' followed by 'Ske' and a large, stylized 'W' or '3' shape below it.

- (c) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No. 4391';
- (d) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (e) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (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 Seventh day of November 2017.



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

LESSEE: CD BUILD PTY LIMITED A.C.N. 138 695 226



John Susa
CD BUILD P/L
138 695 226
DIRECTOR





ACT
Government

**Access
Canberra.**

Chief Minister

LAND TITLES



SR\$2161655

20/06/2018 13:01:25 MOULS

2161655

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
Civium Strata	17-23 Townshend Street PHILLIP ACT 2606	02 6285 0339

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2312:20	Coombs	21	2	4391

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

House Rules

SUPPORTING DOCUMENTATION

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

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

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)



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

Signature	Signature
Full Name (Block Letters) Geri Bennett	Full Name (Block Letters) Catelyn Ward
Address 17-23 Townshend Street PHILLIP ACT 2606	Address 17-23 Townshend Street PHILLIP ACT 2606
Office Held Associates Manager	Office Held Receptionist/Client Services

OFFICE USE ONLY

Lodged by	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		
Registered by	Registration Date	06 JUL 2018

MINUTES OF FIRST ANNUAL GENERAL MEETING 2018

OWNERS UNIT PLAN - 4391

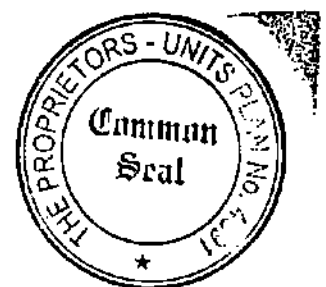
**90 John Gorton Drive
COOMBS ACT 2611**

Held on :

Thursday, 15 February 2018 05:30 PM

Held at :

**Civium Strata Canberra - Brindabella Room
17-23 Townshend Street
Phillip ACT 2606**



MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION OF UNIT PLAN 4391

Held Thursday, 15 February 2018 5:30 PM at Civium Strata Canberra - Brindabella Room 17-23 Townshend Street Phillip
ACT 2606

Present Mr A Challinor (18), Mr F Alvarez (34), Mr I Arain & Ms A Qadri (20), Mr J Pratt & Ms Sara De Lobel (14), Mr J Sonter & Ms R Rinaldi (48), Mr K Sidhu & Ms P Kour (49), Mr M Morcombe (39), Mr M Sibly (21), Mr M Walter (50), Mr S & Mrs B Jameson (13), Mr S Deguara & Ms R Conway (45), Mr W & Mrs V Selwood (2), Mrs L & Mr P Walshe (33), Mrs R & Ms Clair Dupont (30), Mrs R Mckeen (29), Mrs R Priddin (27), Mrs S Nicholson (7), Ms A Bott-Sarma (47), Ms M Thomas (23), Ms N Mallik (11), Ms V Dance (46), Ms Z Thomson (12), S Baby & S Mathew (38), Z Deng (36)

In Attendance Mr Mark Zezulka (Civium Strata), Ms Shannon Rawlings (Civium Strata)

Proxies Laila Maria Braithwaite (3) in favour of Ms Clair Dupont (Lot 30), Ryrh Lim (42) in favour of Chairperson, Hang Cheong Sio (8) in favour of Ms Xiaohui Zhou

Apologies None

Chairperson Ms C Dupont



A Quorum was reached

MOTION	Motion for consideration
1	Presentation of Inaugural Minutes (ORDINARY RESOLUTION)
	In accordance with Schedule 3 Part 4 of the <i>Unit Titles (Management) Act 2011</i> the Inaugural Minutes are now presented at the first Annual General Meeting of the Owners Corporation. Motion Carried
2	Insurance Renewal (ORDINARY RESOLUTION) That the current Owners Corporations insurances be confirmed per the attached policy information contained with the agenda, and that Civium Property Group be authorised to effect the statutory and additional insurance of the Owners Corporation. The decision upon renewal of the insurance will be undertaken by the Executive Committee. <u>2.1 Managing Agent to obtain a minimum of 3 Insurance quotations at renewal period for the</u>

	<i>Executive Committee to consider. Civium is then authorised to renew with the chosen insurer on behalf of the Owners Corporation.</i> Motion Carried
3	Election of Executive Committee (ORDINARY RESOLUTION) That the election of the Executive Committee takes place: <i>RESOLVED that the number of members elected to the Executive Committee be Seven(7):</i> - Ms Nicola Mallik (Lot 11) - Mr Scott Jameson (Lot 13) - Mr James Pratt (Lot 14) - Ms Robyn Pridden (Lot 27) - Ms Clair Dupont (Lot 30) - Ms Victoria Dance (Lot 46) - Mr Jadya Sontier (Lot 48)  Motion Carried
4	Review of the Financial Statement & Budget That the financial statement of account for the period 01/12/2017 to 22/01/2018 be reviewed along with the budget set at the Inaugural Meeting. <i>4.1 Managing Agent provided an explanation to the owners present of why a budget is set and how it affects each owners levies for the following year.</i>
5	Sinking Fund Forecast (ORDINARY RESOLUTION) That the Owners Corporation obtains a professional 10 year Sinking Fund forecast to be arranged by the Managing Agent. <i>5.1 Owners agreed to obtain an Initial Sinking Fund Forecast via QIA Group. Managing Agent to liaise with the inspector and then the Executive Committee once report is received. The Executive Committee will then check that everything required is included within the report.</i> Motion Carried
6	Adoption of Pet Policy (SPECIAL RESOLUTION) That the Owners Corporation accept to adopt the Pet Policy and Pet Registration for included with the House Rules within this Agenda. <i>6.1 Owners present agreed that the proposed Pet Policy requires some amendments that are more tailor made for Laurana Terraces. Managing Agent to work with the Executive Committee for a final draft before it is sent to all owners for final feedback and registered.</i> Motion Carried
7	Rule 4 Smoking (SPECIAL RESOLUTION) That the Owners Corporation adopt Rule 4 to read as follows; 4 Smoking:- <i>Under no circumstances is smoking permitted in any common area. This includes the stairwells, basement and common gardens. Do not throw cigarette butts from your windows or courtyards</i>



	at any time.	Motion Carried
8	Rule 9 Amendment (SPECIAL RESOLUTION)	
	That the Owners Corporation amend Rule 4 to read as follows; 9 Alterations/Additions:- (1) A Unit Owner shall not, except in accordance with the written permission given by the Executive Committee, and in accordance with the provisions of any law in force in the territory applicable in the circumstances, erect or alter any structure in or on the unit or the common property. Motion Carried	
9	Rule 9 Addition- Pergola (SPECIAL RESOLUTION)	
	That the Owners Corporation amend Rule 9, with an addition, to read as follows; 9 Alterations/Additions:- (3) Unit owners are permitted to install a pergola in their back courtyard to a 8sqm size without prior approval from the Body Corporate. Colour and detail to match residences and existing pergola details throughout the development. Any other pergola works will need body corporate approval in accordance with the House Rules for Units Plan 4391. 9.1 Owners agreed that this addition to the house rules be defeated and any future pergola alterations/additions be treated as any other alternation/addition. Motion Defeated	
10	Rule 9 Addition - Crimsafe (SPECIAL RESOLUTION)	
	That the Owners Corporation amend Rule 9, with an addition, to read as follows; 9 Alterations/Additions:- (4) Owners Corporation consent be granted to any unit owner, at their own expense, to install 'Crimsafe Style' Security mesh doors to their unit front door and/or sliding door(s) only, colour must match door frames. 10.1 Owners agreed that the rule addition as proposed should be amended to include a broader range of products; wording was amended to 'Crimsafe Style'. This means Owners are not limited to just Crimsafe Products specifically. Motion Carried	
11	Rule 9 Addition - PayTV (SPECIAL RESOLUTION)	
	That the Owners Corporation amend Rule 9, with an addition, to read as follows; 9 Alterations/Additions:- (5) Owners have approval to install PayTV, including any reasonable conduits (ie: aerial) necessary for the provision of that service, at the owners expense. However notice must be provided to the Executive Committee prior to works commencing. Motion Carried	
12	House Rules (SPECIAL RESOLUTION)	

	That in accordance with Section 108 of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to endorse the registration of the 'House Rules', with any costs associated with registration to be paid from the Administrative Fund. A copy of the proposed 'House Rules' is attached to this agenda. <i>12.1 Owners present agreed that the proposed House Rules require some amendments that are more tailor made for Laurana Terraces. Managing Agent to work with the Executive Committee for a final draft before it is sent to all owners for final feedback and registered.</i> Motion Carried
13	Contracts Approval
	That Owner Corporation consent be granted to the newly elected Executive Committee to execute appropriate preventative and on-going maintenance contracts relative to the high upkeep of Units Plan 4391. Motion Carried
14	General Business
14.1	<i>Managing Agent discussed the actions taken to date to maintain the Waste Room to a hygienic standard with the Cleaner. This will continue to be monitored now by both the Building Manager & Executive Committee.</i>
14.2	<i>Owners advised that the illuminated School Sign is very bright and continues to be alight during the entire night. Owners will try contact the School.</i>
14.3	<i>Owners noted that the lights above garages of Units 28 - 33 are very bright and shine into the bedrooms of other units. Managing Agent to investigate what could be done to minimise the brightness.</i>
14.4	<i>Owners asked whether the Body Corporate could undertake Pest Treatment to the complex. Managing Agent advised that as there is no allowance within the budget, for now it will need to be each unit owners responsibility. However can be considered by the owners and budgeted for at the next AGM where a budget is set.</i>
14.5	<i>Some Common Property issues have already been discussed with some owners prior to the meeting. Owners present asked that this be included within the First AGM Minutes:</i> <i>- Lot 48 has been allocated a temporary car space by the builder as a crack above their car space has appeared. Water does enter, but seems only during heavy rain. Builder is investigating.</i> <i>- The Planter Pots near Unit 27 have started to stain the tiles of the Common Property.</i> <i>- An extra recycling hopper may be investigated by the Executive Committee during 2018 and whether it is required.</i>

There being no further business the chairperson declared the meeting closed at 07:00 pm

Dated: 21 February 2018

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





LAURANA

TERRACES



OWNERS MANUAL

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HOUSE RULES

Owners Corporation - Units Plan 4391

90 John Gorton Drive COOMBS ACT 2611

THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE USEFUL INFORMATION TO NEW OWNERS AND RESIDENTS MOVING INTO LAURANA TERRACES.

THE INFORMATION CONTAINED HEREIN PROVIDES BACKGROUND ON THE VARIOUS FACILITIES AVAILABLE AND WE HOPE WILL ASSIST YOU TO BECOME FAMILIAR WITH OPERATIONS OF THE BUILDING.

WE ENCOURAGE YOU TO CONTACT THE MANAGING AGENT SHOULD YOU HAVE ANY FURTHER QUESTIONS OR REQUIRE ASSISTANCE.

CIVIUM PROPERTY GROUP
LOCKED BAG 3008
WODEN ACT 2606
PH: 1300 724 256
MARK.ZEZULKA@CIVIUM.COM.AU

1. UTILITY CONNECTIONS & RATES

It will be necessary for all new residents to arrange connection of the following utilities;

- Water & Sewerage Rates (ICON Water – Ph: 6248 3111)
- Gas Consumption (ActewAGL – Ph: 13 14 93)
- Electricity Consumption (ActewAGL – Ph: 13 14 93)
- NBN/Internet (Contact Your Preferred Service Provider)

Do not flush any unsuitable material down toilets, sinks or drains.

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



2. SECURITY

Whilst the building is relatively secure, it only takes one resident to leave a door open to compromise security. We kindly request residents be mindful of security and always ensure doors are closed firmly after use. Any suspicious behaviour should be reported to ACT Police on 131 444.

A reminder for all residents; any CCTV or Security improvements to individual units are encouraged, however permission under *Rule 7* of these House Rules is required.

3. PARKING

All parking spaces should, as much as possible, be kept unstained by oil. Such oil can be picked up by car tyres, carried on to the driveways and then walked in to the Common Property. Storage within the basement is only permitted within the storage cage(s) allocated to your unit.

Any resident, owner, visitor, guest or contractor parking within Laurana Terraces does so at their own risk. The body corporate will not be held responsible for any injury, loss or damage to vehicles, equipment or contents.

Please note that only genuine visitors are permitted to park in the visitor parking spaces located beside the waste room. Long stay visitors need to find alternative arrangements for their vehicle to ensure they don't disadvantage others. We reiterate that these visitor parking spaces are for temporary use only, defined as a maximum of 24-48 hours. No parking is allowed on any part of the Common Property with the exemption of pick-up and set down of passengers or deliveries.

4. SMOKING

Under no circumstances is smoking permitted in any common area. This includes the stairwells, basement and common gardens. Do not throw cigarette butts from your windows or courtyards at any time.

5. NOISE

An occupant 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. Occupants must take all reasonable steps to keep noise to a minimum between 10:00pm to 7:00am.

6. OUTSIDE AREA

Outside Areas visible from the street or common areas should be kept to a reasonable standard.

7. PET OWNERSHIP

Pets may only be kept within units if prior approval has been obtained from the Owners Corporation. Please submit any request in writing to the Managing Agent. The pet policy and registration form is annexed to this document.

8. ALTERATIONS/ADDITIONS

1) A unit owner or occupant shall not, except in accordance with the written permission given by the *Executive Committee*, and in accordance with the provisions of any law in force in the territory applicable in the circumstances, erect or alter any structure in or on the unit or the common property. This includes installation of bamboo screening, external blinds, shade cloth, tarpaulins, fixed clotheslines and the like.

2) In addition, any planned renovations to your unit must first be communicated to the Managing Agent. We require such information as;

- a) The details of your trades
- b) The details of any planned water or electrical interruptions to other units on your level or to body corporate mains
- c) Details regarding the proposed change of the bath to a shower and planned plumbing works. We will need to see this plan prior to any of this particular work being undertaken to ensure there is no change to existing common property plumbing.

3) Owners Corporation consent be granted to any unit owner, at their own expense, to install 'Crimsafe Style' Security mesh doors to their unit front door and/or sliding doors(s) only, colour must match door frames.

4) Owners have approval to install pay TV, including any reasonable conduits (*ie: aerial*) necessary for the provision of that service, at the owners expense. However notice must be provided to the *Executive Committee* prior to works commencing.



9. 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.

10. COMMON PROPERTY

Occupants are not permitted to throw or drop anything out of windows or place or leave any rubbish on any part of the common property or otherwise to do anything which does or tends to cause an annoyance to the occupants of any other unit.

Personal belongings such as footwear, pushbikes, etc are not to be left in the stairwells, passageways or landings, as these are part of the common property and obstruction constitutes a safety hazard.

11. HOPPER BINS

Occupants should place all rubbish and refuse in the garbage hoppers belonging to the units. All household rubbish is to be wrapped and tied securely and boxes flattened. All rubbish must be taken to the hopper and not left in the common property areas, as it is a health hazard.

Any furniture, larger items or green waste must be taken to the nearest depot.

12. CARETAKER

A caretaker is employed to conduct general cleaning of the complex. Residents are required to cooperate at all times with the caretaker/cleaner, or other contractors and tradesmen employed by the Owners Corporation. Please note that any cleaning beyond existing contracts represents further cost to the Owners Corporation - so if you spill something then please clean it up!

13. DEFINITIONS

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

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





LAURANA TERRACES DISPUTE RESOLUTION POLICY

- a. This alternative dispute resolution policy (the Policy) applies to disputes and differences between the owners and tenants of Laurana Terraces (the Parties).
- b. The Policy does not apply to a dispute or difference between the Parties and the Body Corporate of Laurana Terraces.

2. Resolution of a dispute or difference

- a. In the event that any Parties have a dispute or differences in relation to, or arising out of, residing at Laurana Terraces, the Parties must attempt to resolve the dispute or difference in accordance with the Policy.
- b. To the extent that the Parties are comfortable, they should attempt to resolve the dispute or difference between themselves.
- c. If the Parties are unable to resolve the dispute or difference between themselves, the Parties may refer the dispute or difference to the Executive Committee for resolution.
- d. By majority, the Executive Committee will propose a written resolution to all referred disputes or differences.
- e. The Executive Committee will provide the Parties with the written resolution as soon as practicable.

3. Referrals to the Executive Committee

- a. When referring a matter to the Executive Committee, the Executive Committee's preference is to receive any evidence in writing.
- b. Unless approval of a majority of the Executive Committee is provided in writing.
- c. If the Parties wish to provide any oral evidence, it must be provided to the Executive Committee at the next Executive Committee meeting.
- d. It is open to the Executive Committee to seek further evidence or information about any dispute or difference, from:
 - i. any of the Parties; or
 - ii. any other person.
- e. It is open to the Executive Committee to inform itself about the dispute or difference in any manner it deems fit.

4. Referral to a relevant Tribunal or Court

- a. If the Parties are dissatisfied with the proposed resolution, where applicable, the Parties, at their own cost, may refer the matter to an appropriate Tribunal or Court.



Units Plan No 4391

90 John Gorton Drive COOMBS ACT 2611

PET POLICY

in keeping with S32 of the *Unit Titles (Management) Act 2011* (ACT) in relation to pets the owners corporation (body corporate) has established the following policy.

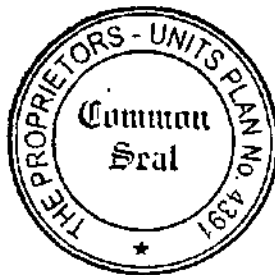
Any resident who wishes to keep a pet must obtain prior approval in writing from the owners corporation by filling out a *Pet Registration Request Form* and submitting it to the owners corporation for approval. Residents who have been keeping a pet on the premises prior to the introduction of this policy are requested to complete a *Pet Registration Request Form* for administration purposes.

This policy is limited to common household pets (cats, dogs, rodents, rabbits, fish, birds and some reptiles) and does not include livestock, wild or exotic animals, which are not permitted. Also not permitted are vicious or dangerous pets.

On receipt of the *Pet Registration Request Form*, the owners corporation will approve or not approve the registration. Requests will be considered on a case by case basis and the owners corporation's decision will be provided in writing.

In response to a request for registration, the owners corporation managing agent will forward it to the owners corporation to consider under Section 32 of the *Unit Titles (Management) Act 2011*. The owners corporation will endeavour to provide a response to requests as soon as practicable and will provide their decision to the applicant in writing.

Residents wishing to have a pet are encouraged to contact the RSPCA for advice before making their selection.



If the registration is granted residents who are or will be pet owners will agree to and abide by, the following requirements:

1. Residents who wish to keep a pet must apply in writing using a *Pet Registration Request Form* to the owners corporation prior to keeping a pet on the premises. Residents who have been keeping a pet on the premises prior to the introduction of this policy must also complete a *Pet Registration Request Form* for administration purposes.
2. Residents are not permitted to own more than 2 pets in total per unit, except in the case of fish and small birds. Any more than 2 pets will require special exemption.
3. Residents must keep the unit, including patios, balconies, lawns and yards; free of pet odours, insect infestations, litter, and pet urine and faeces.
4. Residents must make a reasonable effort to prevent pets from damaging Common Property & areas. Common areas include walkways, driveways, green space, lawns and shrubbery. Residents will be liable for damage caused by their pets.
5. Residents agree not to allow their pets to disturb the quiet enjoyment, health, safety, rights and comfort of other residents. Residents must abide by any and all legal requirements.

Units Plan No 4391

c/- Civium Property Group

Locked Bag 3008

WODEN ACT 2606

E: Mark.Zezulka@Civium.com.au

Issue Date – April 2018

PET REGISTRATION REQUEST FORM

Units Plan No 4391

90 John Gorton Drive COOMBS ACT 2611



** Required fields*

*Name(s): _____

*Address: _____

Home Phone: _____ *Mobile: _____

*E-mail: _____

*Type of pet:

☐ Cat

☐ Dog

☐ Rabbit

☐ Other (specify): _____

*☐ Pet is licenced (please attach proof)

☐ Pet(s) is spayed/neutered (please attach proof)

☐ Pet(s) is up to date on immunisations (please attach proof)

*Pet's physical description (list size, age, weight, breed, etc.):

Insert Photo

Name of pet _____

Please attach any additional information for consideration of your request.

***Emergency Contact**

Name: _____

Address: _____

Phone number (s): _____

Veterinarian

Name: _____

Clinic/Address: _____

Phone number (s): _____

Issue Date – April 2018

If the registration is granted residents who are or will be pet owners will agree to and abide by, the following requirements:



1. Residents who wish to keep a pet must apply in writing using a *Pet Registration Request Form* to the owners corporation prior to keeping a pet on the premises. Residents who have been keeping a pet on the premises prior to the introduction of this policy must also complete a *Pet Registration Request Form* for administration purposes.
2. Residents are not permitted to own more than 2 pets in total per unit, except in the case of fish and small birds. Any more than 2 pets will require special exemption.
3. Residents must keep the unit, including patios, balconies, lawns and yards; free of pet odours, insect infestations, litter, and pet urine and faeces.
4. Residents must make a reasonable effort to prevent pets from damaging Common Property & areas. Common areas include walkways, driveways, green space, lawns and shrubbery. Residents will be liable for damage caused by their pets.
5. Residents agree not to allow their pets to disturb the quiet enjoyment, health, safety, rights and comfort of other residents. Residents must abide by any and all legal requirements.

Declarations

I/we _____ (name/s) declare the above information to be correct and agree to abide by the established Units Plan No.4391 Pet Policy.

Signed (Resident 1)/Date
2)/Date

Signed (Resident

The Owners' Corporation of Units Plan No 4391 grants approval to keep the pet _____ (pet's name) described above.

Signed (Managing Agent)/Date
On behalf of Owners' Corporation

Send completed form to:

Units Plan No 4391
c/- Civium Property Group
Locked Bag 3008
WODEN ACT 2606
E: Mark.Zezulka@Civium.com.au



LAURANA
TERRACES

ALTERATION AND ADDITION APPLICATION FORM

Laurana Terraces - 90 John Gorton Drive, Coombs

UNIT PLAN 4391



I/we _____

the owner(s) of unit _____ of _____, Coombs ACT 2611, seek the approval of the Executive Committee to undertake the following modification(s)/addition(s):

I/we would like to commence the modification/addition on _____ (date)

The following documents are provided in support of the application:



Alterations/Additions

- 1) A unit owner or occupant shall not, except in accordance with the written permission given by the *Executive Committee*, and in accordance with the provisions of any law in force in the territory applicable in the circumstances, erect or alter any structure in or on the unit or the common property. This includes installation of bamboo screening, external blinds, shade cloth, tarpaulins, fixed clotheslines and the like.
- 2) In addition, any planned renovations to your unit must first be communicated to the Managing Agent. We require such information as;
 - a) The details of your trades
 - b) The details of any planned water or electrical interruptions to other units on your level or to body corporate mains
 - c) Details regarding the proposed change of the bath to a shower and planned plumbing works. We will need to see this plan prior to any of this particular work being undertaken to ensure there is no change to existing common property plumbing.
- 3) Owners Corporation consent be granted to any unit owner, at their own expense, to install 'Crimsafe Style' Security mesh doors to their unit front door and/or sliding doors(s) only, colour must match door frames.
- 4) Owners have approval to install pay TV, including any reasonable conduits (*ie: aerial*) necessary for the provision of that service, at the owners expense. However notice must be provided to the *Executive Committee* prior to works commencing.

Name: _____

Name: _____

Signature: _____

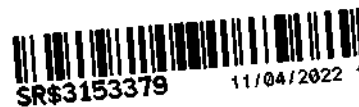
Signature: _____

Date: _____

This form is to be submitted to Civium Property Group, including any additional attachments -

A: Locked Bag 3008, Woden, ACT 2606

E: Mark.Zezulka@Civium.com.au



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11/04/2022 13:04:32 Wood E

ON
ON

3153379

1925

SR

LODGING PARTY DETAILS

Name	Email Address	Contact Telephone Number
Civium Property Group	associates@civium.com.au	1300724256

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2312:20	Coombs	21	2	4391

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

Motion 14 : Rule-Solar Panels (SPECIAL RESOLUTION)

Please refer to the attached Minutes.

MOTION CARRIED

Motion 15 : Alternative Rules (SPECIAL RESOLUTION)

Please refer to the attached Minutes.

MOTION CARRIED

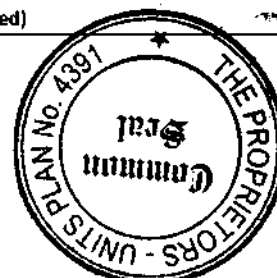
SUPPORTING DOCUMENTATION

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

- ☒ Sealed copy of Minutes of Meeting
- ☒ Sealed copy of Resolution/Motion
- ☒ Other (specify) – Default Rules and Executive Committee Roles and responsibilities.

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)



CERTIFICATION *Delete the inapplicable**Applicant**

*The Certifier has retained the evidence to support this Registry Instrument or Document.

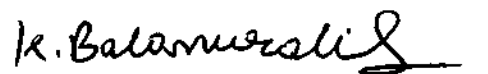
*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:



Mark Marek Zezulka
Operations Manager – ACT

Witnessed By:



Balamurali Kothandan
Community Relationship Associate

for: The Owners – Units Plan No 4391

on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes ☐
Registered by	EM	Registration Date	21/04/2022

SELF-REP PACK SIGHTED

MINUTES OF ANNUAL GENERAL MEETING 2021

OWNERS UNIT PLAN - 4391

**Laurana Terraces
90 John Gorton Drive
COOMBS ACT 2611**

Held on :

Wednesday, 23 February 2022 05:30 PM

Held at :

**Digital Meeting Only
To join via Video link:
<https://meet.google.com/oqt-stah-zjn>**

OR dial: 02 9051 3025 using PIN: 489 804 158#



MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION OF UNIT PLAN 4391

Held Wednesday, 23 February 2022 5:30 PM at

Digital Meeting Only

To join via Video link:

<https://meet.google.com/oqt-stah-zjn>

OR dial: 02 9051 3025 using PIN: 489 804 158#

Present	Mr D Bale (Lot 23), Mr J Mullaney (Lot 28), Mr P Walshe (Lot 33), Mr S Nicholson (Lot 7), Ms C Dupont (Lot 30), Ms L Billberg (Lot 3), Ms V Dance (Lot 46)
Civium Rep(s)	Mr Mark Zezulka (Civium Strata)
Proxies	None
Company Nominees	None
Apologies	None
Voting Papers	None
Chairperson	Mr P Walshe
Meeting Opened	5:35PM

Reduced Quorum Meeting



1 Minutes (ORDINARY RESOLUTION)

That the minutes of the previous General Meeting of the Owners Corporation be confirmed as a true and accurate account of the proceeding at that meeting.

1.1 Ms C Dupont asked that Civium check the final version has been circulated to all owners.

Motion Carried

2 Insurance Valuation (ORDINARY RESOLUTION)

That the property of the Owners Corporation be re-valued for insurance purposes and that the Strata Managing Agent adjust the building sum insured in accordance with the valuation and consultation with the Executive Committee.

N.B QIA Group is able to compile an Insurance Valuation report for around \$1,000.00.

2.1 It was agreed that the Managing Agent obtain two quotations for the EC to consider, noting the Managing Agent will approach the Insurance broker and query if they will provide a quote.

Motion Carried

3 Insurance Claims (ORDINARY RESOLUTION)

That the Owners Corporation consider any outstanding or new Insurance Claims.

3.1 None were noted.

Motion Carried

4 Insurance Renewal (ORDINARY RESOLUTION)

That the current Owners Corporations insurances be confirmed per the attached policy information contained with the agenda, and that Civium Property Group be authorised to effect the statutory and additional insurance of the Owners Corporation. The decision upon renewal of the insurance will be undertaken by the Executive Committee. Should advice not be received prior to the renewal date of the insurance policy, Civium will proceed as per the recommendation in the renewal report.

4.1 It was noted that up to a 20% commission may be received by Civium and paid by the insurer.

Motion Carried

5 Appointment of Auditor (ORDINARY RESOLUTION)

That the Owners Corporation resolve to appoint an auditor to audit the financial accounts for the closing financial period of the Owners Corporation to the Australian Auditor Standards and review the latest report, if obtained.



Motion Defeated

6 Financial Statements and Accounting Records (ORDINARY RESOLUTION)

That the financial statement of accounts for the financial year ending 30/11/2021 be adopted.

6.1 Owners would like to see future expenses in the Sinking Fund allocated to expense codes, for ease of reference.

Motion Carried

7 Adoption of Maintenance Plan (ORDINARY RESOLUTION)

That the Owners Corporation adopt the Maintenance Plan included with the Agenda as prepared by the Executive Committee.

7.1 Owners wished to add Gutter Cleaning to the plan and that it is to be assessed every three(3) years and cleaning conducted if required.

7.2 The Maintenance Plan will be a live document with any changes to be endorsed at a General Meeting.

Motion Carried

8 Maintenance Issues (ORDINARY RESOLUTION)

That the Owners Corporation consider any outstanding or new Common Property Maintenance Issues as well as any maintenance contracts that may be due for renewal.

8.1 Birds are entering the garage basement by the mesh located above the garage roller door. Mr Walshe and Mr Nicholson have volunteered to insert mesh to try to prevent this from happening in future.

8.2 Mr Nicholson offered to inspect some areas of the gutters and report back to the EC whether guards or cleaning is required. Owners agreed to allow Mr Nicholson to do this.

8.3 It was mentioned that residents should not drive/park on the tiles on the middle floor as they are now cracked.

Motion Carried

9 Consideration of physical building defects (ORDINARY RESOLUTION)

That the Owners Corporation considers any Common Property physical building structural defects.

N.B The Owners Corporation are reminded that the Body Corporate may only consider defects associated with the Common Property or any defect which affects the building's Defined Parts. Any unit specific defects that are not Common Property are the responsibility of the unit owner to progress through the appropriate channels.

9.1 It was noted to owners that a Common Property Defect report is pending to be received this week from the inspector. This report will be reviewed by the EC, and once accepted, made available to all owners.

10 Fire Safety Review (ORDINARY RESOLUTION)



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

10.1 *It was noted that Grosvenor Fire's agreement is due to renewal this year. The Managing Agent will approach the market for 3 ongoing maintenance quotes.*

Motion Carried

11 Special Purpose Fund (SPECIAL RESOLUTION)

That the owner's corporation considers, pursuant to section 74 of the *Unit Titles (Management) Act 2011*, raise a Special Levy of \$7,000 (ex GST) to engage *Wise Choice Projects* to compile a Common Property Defect Report and possible further consultation on behalf of the Owners Corporation.

The Special Levy shall be payable a single instalment, due on 01/04/2022 and calculated via Unit of Entitlement with the cost being \$7.00 per Unit of Entitlement.

11.1 *It was noted that;*

- *Funds can only be used for the defect report and additional consultation*
- *If more funds are needed, surplus in the admin fund can be used or an SGM can be held to raise additional funds.*
- *Any surplus from the Special Purpose Fund will be returned to owners*
- *The funds do not need to be used in first year. The funds can stay for as long as possible but only to be used for the defect report*

Motion Carried

12 Budget (ORDINARY RESOLUTION)



1. That contributions be determined:

a. To the Administrative Fund in accordance with Section 75 of the Unit Titles (Management) Act 2011 for the sum of:

Admin Fund: \$110,010.36 *ex GST*
Amount to Collect: \$110,010.36 *ex GST*

b. To the Sinking Fund in accordance with Section 89 of the Unit Titles (Management) Act 2011 for the sum of:

Sinking Fund: \$34,945.00 *ex GST*
Amount to Collect: \$34,945.00 *ex GST*

c. That the Administrative and Sinking Fund contributions be paid in bi-annual instalments with the instalments dates to be

1st instalment 25/03/2022
2nd Instalment 01/05/2022
3rd instalment 01/07/2022
4th instalment 01/09/2022

12.1 Owners agreed to add \$4,000.00 to the Administrative Fund to allow for Inaccessible Window Cleaning.

Motion Open

13 Discount to Annual Levy Payment (ORDINARY RESOLUTION)

That the Owners Corporation agrees to introduce a discount for standard quarterly levies issued for the Administrative and Sinking Fund. A discount of 10% will only apply if the full ANNUAL contribution for the unit is paid in full on or before the due date stated in the first quarterly levy notice.

13.1 Owners noted that this could result in reduced total fees being collected, which may impact the Budget.

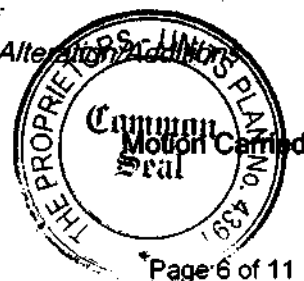
For : 1 Against : 6 Abstained : 0 Motion Defeated

14 Rule - Solar Panels (SPECIAL RESOLUTION)

In accordance with Section 108 of the Unit Titles (Management) Act 2011, the Owners Corporation agreed to endorse Alternate Rule 1.13 to form part of the current Rules. This rule is being considered for Laurana Terraces to provide permission for each unit owner to install sustainability infrastructure for their own exclusive use. The Owners Corporation approves the alternate rule attached to be registered as part of the rules for the Owners Corporation.

14.1 Owners wished to amend the rule proposed as follows:

- Notice must be provided to the EC at least 30 days prior.
- This rule should be mentioned as an annexure under Rule 8; Alteration 2 Addition
- Permission must still be sought of the Executive Committee.



15 Alternate Rules (SPECIAL RESOLUTION)

That in accordance with Section 108 of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to endorse the registration of the 'Alternate Rules', with any costs associated with registration to be paid from the Administrative Fund. A copy of the proposed Alternate Rules is attached to this agenda.

15.1 Noting the amendments in Motion 14, the rules were accepted as presented.

Motion Carried

16 Election of Executive Committee (ORDINARY RESOLUTION)

Resolved that the number of members elected to the Executive Committee be Six(6), with the following members elected:

- Ms L Billberg (Lot 3)
- Mr D Bale (Lot 23)
- Ms C Dupont (Lot 30)
- Mr P Walshe (Lot 33)
- Ms V Dance (Lot 46)
- Vacant Position

Motion Carried

17 Adequacy of Authorisations, Delegations and Appointments (ORDINARY RESOLUTION)

That the Owners Corporation considers the adequacy of any current authorisations, delegations and appointments for the Executive Committee, any Sub-Committees and any Communication Officers.

17.1 It was noted that there was a Gardening Sub-Committee but this is no longer in place as the ACT Government grant has been expended successfully. The Owners wished to thank the members of the Sub-Committee for their time and effort.

Motion Carried

18 General Business

18.1 Use of Pesticide for Weeds

The gardener has sought approval from the Owners whether a general pesticide (ie. Roundup) could be used in the gardens to tackle weeds rather than a natural alternative as he is finding himself spending a lot of time weeding in the common property gardens. The motion was lost with 3 votes for and 4 against that Roundup not be used and the owners asked that the gardener discuss further with the incoming Executive Committee and look into other alternatives rather than Roundup.

18.2 Special Thanks

The Owners wished to specially thank Mr S Nicholson and Mr P Walshe for their continued voluntary time and effort for basic repairs & maintenance at Laurana Terraces. They have assisted owners greatly and continue to help reduce unnecessary costs.

18.3 Next Committee meeting

It was noted that the next Committee meeting will be held on Thursday 31st March 2022 from 6pm at Unit 46, however non-EC members attending should provide 24 hours notice of their attendance.



There being no further business the chairperson declared the meeting closed at 06:55 pm
Dated: 23 February 2022
Issued by Civium Property Group for and on behalf of the Owners Corporation.



NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions †

A1 The Owners—Units Plan No 4391

A2 General meeting

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

23/02/2022

A3 Reduced quorum decisions

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

Date of decision
23/02/2022

Full text of reduced quorum decision
As attached

A4 Owners corporation declaration

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

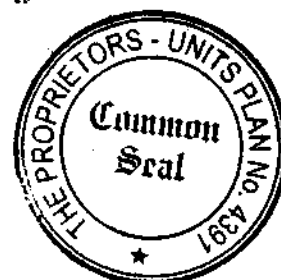
DATE: 07/03/2022

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



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

AF2012-112 made under the Unit Titles (Management) Act 2011, s 146
Unauthorised version prepared by ACT Parliamentary Counsel's Office



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).

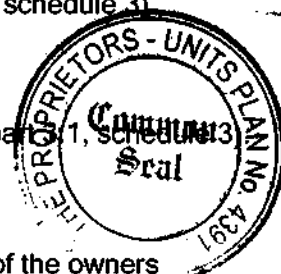
B2 When does a reduced quorum decision take effect?

- 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).





LAURANA

TERRACES

OWNERS MANUAL

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HOUSE RULES

Owners Corporation - Units Plan 4391

90 John Gorton Drive COOMBS ACT 2611

THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE USEFUL INFORMATION TO NEW OWNERS AND RESIDENTS MOVING INTO LAURANA TERRACES.

THE INFORMATION CONTAINED HEREIN PROVIDES BACKGROUND ON THE VARIOUS FACILITIES AVAILABLE AND WE HOPE WILL ASSIST YOU TO BECOME FAMILIAR WITH OPERATIONS OF THE BUILDING.

WE ENCOURAGE YOU TO CONTACT THE MANAGING AGENT SHOULD YOU HAVE ANY FURTHER QUESTIONS OR REQUIRE ASSISTANCE.

CIVIUM PROPERTY GROUP
LOCKED BAG 3008
WODEN ACT 2606
PH: 1300 724 256
MARK.ZEZULKA@CIVIUM.COM.AU

1. UTILITY CONNECTIONS & RATES

It will be necessary for all new residents to arrange connection of the following utilities;

- Water & Sewerage Rates (ICON Water – Ph: 6248 3111)
- Gas Consumption (ActewAGL – Ph: 13 14 93)
- Electricity Consumption (ActewAGL – Ph: 13 14 93)
- NBN/Internet (Contact Your Preferred Service Provider)



Do not flush any unsuitable material down toilets, sinks or drains.

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

2. SECURITY

Whilst the building is relatively secure, it only takes one resident to leave a door open to compromise security. We kindly request residents be mindful of security and always ensure doors are closed firmly after use. Any suspicious behaviour should be reported to ACT Police on 131 444.

A reminder for all residents; any CCTV or Security improvements to individual units are encouraged, however permission under *Rule 7* of these House Rules is required.

3. PARKING

All parking spaces should, as much as possible, be kept unstained by oil. Such oil can be picked up by car tyres, carried on to the driveways and then walked in to the Common Property. Storage within the basement is only permitted within the storage cage(s) allocated to your unit.

Any resident, owner, visitor, guest or contractor parking within Laurana Terraces does so at their own risk. The body corporate will not be held responsible for any injury, loss or damage to vehicles, equipment or contents.

Please note that only genuine visitors are permitted to park in the visitor parking spaces located beside the waste room. Long stay visitors need to find alternative arrangements for their vehicle to ensure they don't disadvantage others. We reiterate that these visitor parking spaces are for temporary use only, defined as a maximum of 24-48 hours. No parking is allowed on any part of the Common Property with the exemption of pick-up and set down of passengers or deliveries.

4. SMOKING

Under no circumstances is smoking permitted in any common area. This includes the stairwells, basement and common gardens. Do not throw cigarette butts from your windows or courtyards at any time.

5. NOISE

An occupant 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. Occupants must take all reasonable steps to keep noise to a minimum between 10:00pm to 7:00am.

6. OUTSIDE AREA

Outside Areas visible from the street or common areas should be kept to a reasonable standard.

7. PET OWNERSHIP



Pets may only be kept within units if prior approval has been obtained from the Owners Corporation. Please submit any request in writing to the Managing Agent. The pet policy and registration form is annexed to this document.

8. ALTERATIONS/ADDITIONS

- 1) Owners must not commence or install additions or make alterations before prior approval has been received from the Laurana Terraces executive committee.
- 2) Owners are to first discuss and obtain written acceptance/permission from their neighbours regarding proposed additions or alterations. Once obtained the application including the neighbours permission, plus proof to support the legality and suitability of the proposed changes is to be submitted to the Executive Committee for approval. Every attempt should be made to have new structures match the Laurana Terraces unit colours, materials and architectural form.
- 3) A unit owner or occupant shall not, except in accordance with the written permission given by the *Executive Committee*, and in accordance with the provisions of any law in force in the territory applicable in the circumstances, erect or alter any structure in or on the unit or the common property. This includes installation of bamboo screening, external blinds, shade cloth, tarpaulins, fixed clotheslines and the like.
- 4) In addition, any planned renovations to your unit must first be communicated to the Managing Agent. We require such information as:
 - a) The details of your trades
 - b) The details of any planned water or electrical interruptions to other units on your level or to body corporate mains
 - c) Details regarding the proposed change of the bath to a shower and planned plumbing works. We will need to see this plan prior to any of this particular work being undertaken to ensure there is no change to existing common property plumbing.
- 5) Owners Corporation consent be granted to any unit owner, at their own expense, to install 'Crimsafe Style' Security mesh doors to their unit front door and/or sliding doors(s) only, colour must match door frames.
- 6) Owners have approval to install pay TV, including any reasonable conduits (*ie: aerial*) necessary for the provision of that service, at the owners expense. However notice must be provided to the *Executive Committee* prior to works commencing.
- 7) Installation of Solar Panels; refer to Solar Panel policy.



9. 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.

10. COMMON PROPERTY

Occupants are not permitted to throw or drop anything out of windows or place or leave any rubbish on any part of the common property or otherwise to do anything which does or tends to cause an annoyance to the occupants of any other unit.

Personal belongings such as footwear, pushbikes, etc are not to be left in the stairwells, passageways or landings, as these are part of the common property and obstruction constitutes a safety hazard.

11. HOPPER BINS

Occupants should place all rubbish and refuse in the garbage hoppers belonging to the units. All household rubbish is to be wrapped and tied securely and boxes flattened. All rubbish must be taken to the hopper and not left in the common property areas, as it is a health hazard.

Any furniture, larger items or green waste must be taken to the nearest depot.

12. CARETAKER

A caretaker is employed to conduct general cleaning of the complex. Residents are required to cooperate at all times with the caretaker/cleaner, or other contractors and tradesmen employed by the Owners Corporation. Please note that any cleaning beyond existing contracts represents further cost to the Owners Corporation - so if you spill something then please clean it up!

13. DEFINITIONS

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

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



LAURANA TERRACES DISPUTE RESOLUTION POLICY

- a. This alternative dispute resolution policy (the **Policy**) applies to disputes and differences between the owners and tenants of Laurana Terraces (the **Parties**).
- b. The Policy does not apply to a dispute or difference between the Parties and the Body Corporate of Laurana Terraces.

2. Resolution of a dispute or difference

- a. In the event that any Parties have a dispute or differences in relation to, or arising out of, residing at Laurana Terraces, the Parties must attempt to resolve the dispute or difference in accordance with the Policy.
- b. To the extent that the Parties are comfortable, they should attempt to resolve the dispute or difference between themselves.
- c. If the Parties are unable to resolve the dispute or difference between themselves, the Parties may refer the dispute or difference to the Executive Committee for resolution.
- d. By majority, the Executive Committee will propose a written resolution to all referred disputes or differences.
- e. The Executive Committee will provide the Parties with the written resolution as soon as practicable.

3. Referrals to the Executive Committee

- a. When referring a matter to the Executive Committee, the Executive Committee's preference is to receive any evidence in writing.
- b. Unless approval of a majority of the Executive Committee is provided in writing.
- c. If the Parties wish to provide any oral evidence, it must be provided to the Executive Committee at the next Executive Committee meeting.
- d. It is open to the Executive Committee to seek further evidence or information about any dispute or difference, from:
 - i. any of the Parties; or
 - ii. any other person.
- e. It is open to the Executive Committee to inform itself about the dispute or difference in any manner it deems fit.

4. Referral to a relevant Tribunal or Court



Issue Date – February 2022

- a. If the Parties are dissatisfied with the proposed resolution, where applicable, the Parties, at their own cost, may refer the matter to an appropriate Tribunal or Court.

Units Plan No 4391

90 John Gorton Drive COOMBS ACT 2611

PET POLICY

In keeping with S32 of the *Unit Titles (Management) Act 2011* (ACT) in relation to pets the owners corporation (body corporate) has established the following policy.

Any resident who wishes to keep a pet must obtain prior approval in writing from the owners corporation by filling out a *Pet Registration Request Form* and submitting it to the owners corporation for approval. Residents who have been keeping a pet on the premises prior to the introduction of this policy are requested to complete a *Pet Registration Request Form* for administration purposes.

This policy is limited to common household pets (cats, dogs, rodents, rabbits, fish, birds and some reptiles) and does not include livestock, wild or exotic animals, which are not permitted. Also not permitted are vicious or dangerous pets.

On receipt of the *Pet Registration Request Form*, the owners corporation will approve or not approve the registration. Requests will be considered on a case by case basis and the owners corporation's decision will be provided in writing.

In response to a request for registration, the owners corporation managing agent will forward it to the owners corporation to consider under Section 32 of the *Unit Titles (Management) Act 2011*. The owners corporation will endeavour to provide a response to requests as soon as practicable and will provide their decision to the applicant in writing.

Residents wishing to have a pet are encouraged to contact the RSPCA for advice before making their selection.





If the registration is granted residents who are or will be pet owners will agree to and abide by, the following requirements:

1. Residents who wish to keep a pet must apply in writing using a *Pet Registration Request Form* to the owners corporation prior to keeping a pet on the premises. Residents who have been keeping a pet on the premises prior to the introduction of this policy must also complete a *Pet Registration Request Form* for administration purposes.
2. Residents are not permitted to own more than 2 pets in total per unit, except in the case of fish and small birds. Any more than 2 pets will require special exemption.
3. Residents must keep the unit, including patios, balconies, lawns and yards; free of pet odours, insect infestations, litter, and pet urine and faeces.
4. Residents must make a reasonable effort to prevent pets from damaging Common Property & areas. Common areas include walkways, driveways, green space, lawns and shrubbery. Residents will be liable for damage caused by their pets.
5. Residents agree not to allow their pets to disturb the quiet enjoyment, health, safety, rights and comfort of other residents. Residents must abide by any and all legal requirements.

Units Plan No 4391
c/- Civium Property Group
Locked Bag 3008
WODEN ACT 2606
E: Mark.Zezulka@Civium.com.au



PET REGISTRATION REQUEST FORM

Units Plan No 4391

90 John Gorton Drive COOMBS ACT 2611

*** Required fields**

*Name(s): _____

*Address: _____

Home Phone: _____ *Mobile: _____

*E-mail: _____

***Type of pet:**

☐ Cat

☐ Dog

☐ Rabbit

☐ Other (specify): _____

*☐ Pet is licenced (please attach proof)

☐ Pet(s) is spayed/neutered (please attach proof)

☐ Pet(s) is up to date on immunisations (please attach proof)

*Pet's physical description (list size, age, weight, breed, etc.):

Insert Photo

Name of pet _____

Please attach any additional information for consideration of your request.



Issue Date – February 2022

***Emergency Contact**

Name: _____

Address: _____

Phone number (s): _____

Veterinarian

Name: _____

Clinic/Address: _____

Phone number (s): _____

If the registration is granted residents who are or will be pet owners will agree to and abide by, the following requirements:

1. Residents who wish to keep a pet must apply in writing using a *Pet Registration Request Form* to the owners corporation prior to keeping a pet on the premises. Residents who have been keeping a pet on the premises prior to the introduction of this policy must also complete a *Pet Registration Request Form* for administration purposes.
2. Residents are not permitted to own more than 2 pets in total per unit, except in the case of fish and small birds. Any more than 2 pets will require special exemption.
3. Residents must keep the unit, including patios, balconies, lawns and yards; free of pet odours, insect infestations, litter, and pet urine and faeces.
4. Residents must make a reasonable effort to prevent pets from damaging Common Property & areas. Common areas include walkways, driveways, green space, lawns and shrubbery. Residents will be liable for damage caused by their pets.
5. Residents agree not to allow their pets to disturb the quiet enjoyment, health, safety, rights and comfort of other residents. Residents must abide by any and all legal requirements.

Declarations

I/we _____ (name/s) declare the above information to be correct and agree to abide by the established Units Plan No.4391 Pet Policy.

Signed (Resident 1)/Date
2)/Date

Signed (Resident

The Owners' Corporation of Units Plan No 4391 grants approval to keep the pet _____ (pet's name) described above.

Signed (Managing Agent)/Date



Issue Date – February 2022

On behalf of Owners' Corporation

Send completed form to:

Units Plan No 4391

c/- Civium Property Group

Locked Bag 3008

WODEN ACT 2606

E: Mark.Zezulka@Civium.com.au

ALTERATION AND ADDITION APPLICATION FORM

Laurana Terraces - 90 John Gorton Drive, Coombs

UNIT PLAN 4391

I/we _____

the owner(s) of unit _____ of _____, Coombs ACT 2611, seek the approval of the Executive Committee to undertake the following modification(s)/addition(s):

I/we would like to commence the modification/addition on _____ (date)

The following documents are provided in support of the application:

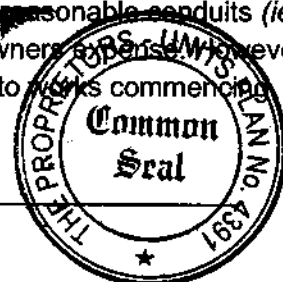


Alterations/Additions

- 1) Owners must not commence or install additions or make alterations before prior approval has been received from the Laurana Terraces executive committee.
- 2) Owners are to first discuss and obtain written acceptance/permission from their neighbours regarding proposed additions or alterations. Once obtained the application including the neighbours permission, plus proof to support the legality and suitability of the proposed changes is to be submitted to the Executive Committee for approval. Every attempt should be made to have new structures match the Laurana Terraces unit colours, materials and architectural form.
- 3) A unit owner or occupant shall not, except in accordance with the written permission given by the *Executive Committee*, and in accordance with the provisions of any law in force in the territory applicable in the circumstances, erect or alter any structure in or on the unit or the common property. This includes installation of bamboo screening, external blinds, shade cloth, tarpaulins, fixed clotheslines and the like.
- 4) In addition, any planned renovations to your unit must first be communicated to the Managing Agent. We require such information as;
 - a) The details of your trades
 - b) The details of any planned water or electrical interruptions to other units on your level or to body corporate mains
 - c) Details regarding the proposed change of the bath to a shower and planned plumbing works. We will need to see this plan prior to any of this particular work being undertaken to ensure there is no change to existing common property plumbing.
- 5) Owners Corporation consent be granted to any unit owner, at their own expense, to install 'Crimsafe Style' Security mesh doors to their unit front door and/or sliding doors(s) only, colour must match door frames.
- 6) Owners have approval to install pay TV, including any ~~reasonable conduits (ie:~~ *aerial*) necessary for the provision of that service, at the owners expense/ However notice must be provided to the *Executive Committee* prior to ~~works commencing~~
- 7) Installation of Solar Panels; refer to Solar Panel policy

Name: _____

Name: _____



Issue Date – February 2022

Signature: _____

Signature: _____

Date: _____

This form is to be submitted to Civium Property Group, including any additional attachments -

A: Locked Bag 3008, Woden, ACT 2606

E: Mark.Zezulka@Civium.com.au

Units Plan No 4391

90 John Gorton Drive COOMBS ACT 2611

INSTALLATION OF SOLAR PANELS

Reference to S23 of the *Unit Titles (Management) Act 2011* (ACT).

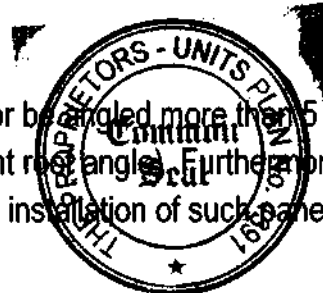
Laurana Terraces encourages the installation of sustainability and utility infrastructure. This policy allows a unit owner to install Solar Panels to the Common Property roof by way of granting an easement right for the section of roof that is part of their unit space.

(1) A unit owner may install solar panels to the Common Property roof directly within their unit vertical boundary.

(2) Maintenance, liability and responsibility of any such infrastructure installed will be the unit owners' and not the Owners Corporation. The unit owner must keep equipment neat, tidy and maintained at all times.

(3) The Executive Committee must be advised at least 30 days prior to the installation being undertaken. Installation must be completed by a licensed contractor with appropriate safety tickets and insurances. The Executive Committee provide a response to your application within 21 days.

(4) Solar panels must not be installed using scaffold framing or be angled more than 5 degrees from a horizontal direction (ie. parallel with the current roof angle). Furthermore, panels must not encroach onto another unit's roof space. The installation of such panels will



Issue Date – February 2022

be done so for the exclusive use and benefit of the unit owner and not the Common Property.





Access
Canberra.

Chief Minister



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LAND TITLES
ACCESS CANBERRA

3423575

SR

Land Titles Act 1925

LODGING PARTY DETAILS

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

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2312:20	COOMBS	21	2	4391

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

Register consolidated rules

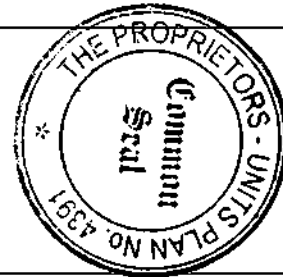
SUPPORTING DOCUMENTATION

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

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

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)



CERTIFICATION *Delete the inapplicable

Applicant

*The Certifier has retained the evidence to support this Registry Instrument or Document.

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

Signed By:

Belinda Gai Denzel
Senior Administrator

Witnessed by:

Joanni Burge
Strata Manager

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

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes ☐
Registered by	AS	Registration Date	15/12/2025



Access
Canberra.

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

ANNEXURE

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	Unit	Consideration (Only complete is if requesting transactions not be aggregated)
2312:20	COOMBS	21	2		

ANNEXURE TO (insert dealing type)

TOTAL NUMBER OF PAGES IN ANNEXURE

Register Alternate Rules

15

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)

The Owners-Units Plan No 4391

VOI Sighted X 1

Change of Name by -

Authority to Deal Letter

ASIC ✓

Category 1

Signed by [Signature]

Date - 1 DEC 2025



RULES OF THE OWNERS CORPORATION

UNITS PLAN 4391 "LAURANA TERRACES"

John Gorton Drive, Gustin Street & Woodberry Avenue Coombs



1.1 Definitions—default rules

- (1) In these rules:

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

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

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

1.4 Erections and alterations

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only—
- (a) in accordance with the express permission of the Executive Committee; and
 - (b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).
- (2) Permission may be given subject to conditions stated in the resolution.
- (3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

Example—permission unreasonably withheld

external appearance of a unit or the units plan

1.5 Pets in units

- (1) A unit owner or occupier (the *pet owner*) may keep an animal, or permit an animal to be kept, within the unit if the Owners Corporation gives written approval in accordance with Section 32 of the Management Act and —
- (a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and
 - (b) the pet owner ensures that the animal is appropriately supervised and secure when the animal is on the common property; and
 - (c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
 - (d) the pet owner cleans any area of the units plan that is soiled by the animal; and
 - (e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
 - (f) all attempts must be made to keep pets from making excessive noise;
 - (g) Coombs is a cat containment suburb so all cats MUST remain indoors at all times. Any cat spotted outside will be reported to Domestic Animal Services and owner may be issued a penalty.

RULES OF THE OWNERS CORPORATION

UNITS PLAN 4391 "LAURANA TERRACES"

John Gorton Drive, Gustin Street & Woodberry Avenue Coombs

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

1.6 Assistance animals

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

1.7 Use of common property

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

1.8 Hazardous use of unit

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

1.9 Use of unit—nuisance or annoyance

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

1.10 Noise

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

1.11 Illegal use of unit

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

1.12 What may an executive committee representative do?

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



RULES OF THE OWNERS CORPORATION

UNITS PLAN 4391 "LAURANA TERRACES"

John Gorton Drive, Gustin Street & Woodberry Avenue Coombs

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

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

1.13 Legal Fee Recovery

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

1.14 Seal of Owners Corporation

- (1) The Managing Agent may affix the seal of the Owners Corporation to —
 - (a) Reduced quorum meeting notices;
 - (b) Rules registration documents;
 - (c) Notice of Change of Address for Service of Documents at the Land Titles Office; and
 - (d) Certifications issued under Section 119 of the Act; or
 - (e) For any other purpose where delegated by the Owners Corporation in accordance with Section 9A(b)(ii)
- (2) If the Owners Corporation does not have a common seal, as per Section 9A(b)(ii) of the UTMA, the Managing Agent may sign a document as authorised by the Executive Committee.



1.15 Vehicles and Parking

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

RULES OF THE OWNERS CORPORATION

UNITS PLAN 4391 "LAURANA TERRACES"

John Gorton Drive, Gustin Street & Woodberry Avenue Coombs

1.16 Garbage and Recycling

- (1) The garbage hopper is for domestic waste only. All rubbish must be placed in the hopper.
- (2) All rubbish should be enclosed in an acceptable outer container, such as an approved garbage bin liner, and fastened securely.
- (3) Large boxes should be collapsed and freed from foam or other contaminating matter before being placed in the recycling hopper in the garbage room. Large boxes should be collapsed before being placed in the hopper.
- (4) Under no circumstances is garbage or recycling to be placed on the floor in front of the garbage hopper or on the floor of the garbage area.
- (5) Household items such as furniture, bedding etc. are not to be placed in either the garbage or recycling hoppers but should be disposed of by residents at appropriate Government collection areas.

1.17 Appearance

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

1.18 Smoking

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.
- (3) An occupant must not discard cigarette butts or ash over any balconies or outside of their own unit boundary.

1.19 Vandalism and Damage

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

1.20 Real Estate Signs

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



5

RULES OF THE OWNERS CORPORATION

UNITS PLAN 4391 "LAURANA TERRACES"

John Gorton Drive, Gustin Street & Woodberry Avenue Coombs

1.21 General

- (1) The owners corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas, the underground car park or from individual units or storage cages.
- (2) Unit front doors are 'fire rated'. Security screen doors, deadbolts and peepholes are not permitted to be installed to front doors, unless compliant with fire regulations.
- (3) Birds or possums are not to be fed from the balconies.

1.22 CCTV Policy

- (1) For the purposes of this policy:
 - (a) "Authorised Personnel" means any delegated persons of Units Plan 4391- 'Laurana Terraces' with responsibility for managing access to CCTV systems. This includes the Executive of the Owners Corporation and the Strata Manager.
 - (b) "CCTV or Closed-Circuit Television" means Defined as a television system that transmits images on a 'closed loop' basis, where images are only available to those directly connected to the transmission system. The transmission of closed-circuit television images may involve the use of coaxial cables, fiber-optic cables, telephone lines, infrared and radio transmission systems.
 - (c) "CCTV Operations" means all aspects of CCTV surveillance management, use, recording, maintenance and access to recorded material.
 - (d) "Designated Surveillance Operation Areas" means any room or record relating to CCTV Operations, CCTV hardware, control software administration and where access to recorded material may be gained or available.
 - (e) "Disclosure" means providing a third party (who is neither Units Plan 4391- 'Laurana Terraces' nor the subject individual) with access to, or a copy of, recorded CCTV footage.
- (2) Closed Circuit Television (CCTV) systems have been installed in Units Plan 4391- 'Laurana Terraces' premises. This policy sets out requirements for the management and use of CCTV systems in Units Plan 4391 - 'Laurana Terraces'.
- (3) The policy applies to all personnel accessing or amending any section of the CCTV Systems, details on how CCTV footage will be used, to whom it may be disclosed and how to handle requests for CCTV footage from third parties to ensure that Units Plan 4391 - 'Laurana Terraces' meets its obligations under the Workplace Surveillance Act 2005, the Information Protection Principles (IPPs), Privacy Act 1988 and the Health Privacy Principles (HPPs).
- (4) This policy sets out requirements for the management and use of CCTV systems in Units Plan 4391 - 'Laurana Terraces' premises. It supports all users in jointly creating a safer environment whilst balancing concerns such as privacy and access to recorded footage. The policy applies to all contractors and other providers, visitors, residents, renters, or owners.
- (5) Units Plan 4391 - 'Laurana Terraces' operate CCTV for one or more of the following purposes:
 - (a) Deter, detect, and respond to criminal offences against person or property.
 - (b) Assist the Owners Corporation in the event of any vandalism or improper use of common property by residents, owners, or renters as per the Rules
 - (c) Facilitate and support an effective response by law enforcement officers or other emergency services personnel to situations of concern.
 - (d) Protect the assets and property of Units Plan 4391 - 'Laurana Terraces' premises including employees, contractors and other providers, visitors or customers.
 - (e) Assist in the identification and prosecution (or taking of other disciplinary steps) of persons in relation to criminal matters.
 - (f) Work, health and safety reasons such as investigating accidents.





RULES OF THE OWNERS CORPORATION

UNITS PLAN 4391 "LAURANA TERRACES"

John Gorton Drive, Gustin Street & Woodberry Avenue Coombs

- (6) The Executive Committee installed the CCTV cameras in the Units Plan 4391 - 'Laurana Terraces'. The Owner's Corporation is responsible for any ongoing maintenance, and this will be incorporated in the annual budget for the Owners Corporation.
- (7) All residents will also have a responsibility to minimise any risk to the security of the complex, i.e. reporting all incidents to the ACT Police and contact the Strata Managing Agent and/or the Executive Committee to access any footage, not leaving valuable items in cars and storage cages etc.
- (8) The Executive Committee will either operate or give authority to an external contractor to operate the system.
- (9) The Units Plan 4391 - 'Laurana Terraces' has four CCTV cameras operating on the premises. These cameras are located in the following four locations.
 - (a) Entrance to the Basement Parking area
 - (b) Visitor Car Park
 - (c) Garbage Room Door
 - (d) Garbage Room
- (10) None of the cameras capture footage of units and are only found on common property. It is noted that cameras have not covered all conceivable areas; rather they have been installed in priority locations.
- (11) The CCTV System will be operated with due regard to the privacy and civil liberties of individual members of the public, including the rights to freedom of religious and political expression and assembly. Units Plan 4391 - 'Laurana Terraces' has the highest expectation of all Authorised Personnel to:
 - (a) At all times, act in an honest and ethical manner to carry out duties which reflects community values.
 - (b) Interact with Australian Federal Police in a timely, courteous, and cooperative manner.
- (12) CCTV must not be used for personal benefit or to invade individual or group privacy. Cameras should only be used in accordance with this Policy.
- (13) Units Plan 4391 - 'Laurana Terraces' expects Authorised Personnel to ensure confidentiality of information gathered by or from CCTV Operations by not disclosing or discussing any events with unauthorised persons who have no direct responsibility relating to CCTV operations. In addition, Authorised Personnel will explicitly not identify any person involved or party with family, friends, or acquaintances and will not disclose any information to third parties, including the media without prior written approval of the Executive Committee.
- (14) Images collected by CCTV may only be monitored by Authorised Personnel. Access to those systems will be controlled to ensure that only Authorised Personnel have access to CCTV footage.
- (15) Units Plan 4391 - 'Laurana Terraces' will retain CCTV footage for a period of 31 days or as allowed by the DVR Hardware in accordance with Australian Standard 4806-2006: Closed Circuit Television (CCTV) - Management and Operation. This period may be extended where an incident has occurred or where requested by Authorised Personnel.
- (16) The CCTV footage is stored in the maintenance room at the Units Plan 4391 - 'Laurana Terraces' premises. Authorised Personnel can access to real time CCTV footage from the Hik-Connect App on their smart devices. The Owners Corporation funds an internet connection to allow for this connection.
- (17) The Workplace Surveillance Act 2005 requires that CCTV footage can only be used or disclosed if it is:
 - (a) Related to the employment of employees of the employer or the legitimate business activities or functions of the employer.
 - (b) To a law enforcement agency in relation to an offence.
 - (c) Related to civil or criminal proceedings; or



RULES OF THE OWNERS CORPORATION

UNITS PLAN 4391 "LAURANA TERRACES"

John Gorton Drive, Gustin Street & Woodberry Avenue Coombs

- (d) Reasonably believed necessary to avert an imminent threat of serious violence to persons or substantial damage to property.
- (18) Any complaints in relation to any aspect of the management or operation of the CCTV program should be made in writing to the Strata Managing Agent.
- (19) If an individual believes they are recorded on CCTV footage held by Units Plan 4391 - 'Laurana Terraces', they can exercise their 'access' rights under privacy or GIPA legislation, by asking to view or have a copy of the footage.
- (20) They may exercise this right themselves, or through a legal representative. All requests for third party access, with the exception of law enforcement agencies, for CCTV footage must be made in writing to the Executive Committee at lauranateraces.bodycorporate@gmail.com and/or the Strata Managing Agent. A register will be maintained for all requests.

1.23 Dispute Resolution Policy

This alternative dispute resolution policy (the Policy) applies to disputes and differences between the owners and tenants of Laurana Terraces (the Parties). The Policy does not apply to a dispute or difference between the Parties and the Owners Corporation of Laurana Terraces.

- (1) Resolution of a dispute or difference
 - (a) In the event that any Parties have a dispute or differences in relation to, or arising out of, residing at Laurana Terraces, the Parties must attempt to resolve the dispute or difference in accordance with the Policy.
 - (b) To the extent that the Parties are comfortable, they should attempt to resolve the dispute or difference between themselves.
 - (c) If the Parties are unable to resolve the dispute or difference between themselves, the Parties may refer the dispute or difference to the Executive Committee for resolution.
 - (d) By majority, the Executive Committee will propose a written resolution to all referred disputes or differences.
 - (e) The Executive Committee will provide the Parties with the written resolution as soon as practicable.
- (2) Referrals to the Executive Committee
 - (a) When referring a matter to the Executive Committee, the Executive Committee's preference is to receive any evidence in writing.
 - (b) Unless approval of a majority of the Executive Committee is provided in writing.
 - (c) If the Parties wish to provide any oral evidence, it must be provided to the Executive Committee at the next Executive Committee meeting.
 - (d) It is open to the Executive Committee to seek further evidence or information about any dispute or difference, from:
 - any of the Parties; or
 - ii. any other person.
 - (e) It is open to the Executive Committee to inform itself about the dispute or difference in any manner it deems fit.
- (3) Referral to a relevant Tribunal or Court
 - (a) If the Parties are dissatisfied with the proposed resolution, where applicable, the Parties, at their own cost, may refer the matter to an appropriate Tribunal or Court.



1.24 Special Privilege Rule - Exclusive Use of Roof for Solar Panels

- (1) For the purposes of this Special Privilege Rule:
 - (a) "Act" means the Unit Titles (Management) Act 2011 (ACT) as amended from time to time.
 - (b) "Building" means the building and improvements on the land located at Block 2.

RULES OF THE OWNERS CORPORATION

UNITS PLAN 4391 "LAURANA TERRACES"

John Gorton Drive, Gustin Street & Woodberry Avenue Coombs

Section 21. Coombs.

- (c) "Common Property" means the common property of Units Plan 4391.
- (d) "Costs" means all professional and trade costs/fees/disbursements incurred or associated with this Special Privilege Rule and the use of the Exclusive Use Area.
- (e) "Direction" means a written direction from the Owners Corporation to the Owner relating to the Maintenance Requirement.
- (f) "Exclusive Use Area" means the roof area immediately above the relevant unit, restricted to within the boundary of the dividing line for adjoining units.
- (g) "Maintenance Requirement" means the obligation to undertake the repair and maintenance of the Exclusive Use Area.
- (h) "Manufacturer's Maintenance Material" means the maintenance material provided to the Owner by the manufacturer of the Solar Equipment.
- (i) "Owner" means the holder of the crown lease of a Unit from time to time.
- (j) "Owners Corporation" means the owners corporation known as The Owners - Units Plan 4391.
- (k) "Rules" means the rules of the Owners Corporation pursuant to s 106 of the Act as amended from time to time.
- (l) "Solar Equipment" means the solar unit to be installed in the Exclusive Use Area.
- (m) "Strata Manager" means a strata managing agent engaged by the Owners Corporation from time to time.
- (n) "Unit" means one of the lots 1 - 50 in the Units Plan.
- (o) "Units Plan" means Units Plan 4391.
- (2) Where any terms in this Special Privilege Rule are not defined, they will have the same meaning those words are attributed under the Act.
- (3) If this Special Privilege Rule empowers the Owners Corporation to take action, it may or may not take such action in its reasonable discretion.
- (4) Subject to the provisions of this Special Privilege Rule, the Owners Corporation grants the Owner of a Unit the right of exclusive use and enjoyment of the Exclusive Use Area. The Owner is only granted the right of exclusive use and enjoyment of the Exclusive Use Area as allocated.
- (5) The use of the Exclusive Use Area is conditional upon the following:
- (a) the Owner using the Exclusive Use Area solely for the purpose of housing the Solar Equipment;
- (b) the Owner not, otherwise than in accordance with clause 5(a), storing hazardous or dangerous materials within the Exclusive Use Area;
- (c) the Owner not causing or permitting damage to be caused to the Exclusive Use Area;
- (d) the use of the Exclusive Use Area not prejudicing the Owners Corporation's insurance or voiding any warranties to which the Owners Corporation is otherwise entitled;
- (e) the Owner immediately notifying the Owners Corporation of any loss or damage involving the Common Property within the Exclusive Use Area; and (f) the Owner complying with the Rules at all times.
- (f) the Owner will ensure the installation of solar panels does not cause additional glare on surrounding units.
- (g) the Owner will ensure that the installation of solar panels does not obstruct sunlight to surrounding units, thereby limiting their ability to benefit from solar panel installation. Solar panels must not be installed using scaffold framing or



RULES OF THE OWNERS CORPORATION

UNITS PLAN 4391 "LAURANA TERRACES"

John Gorton Drive, Gustin Street & Woodberry Avenue Coombs

be angled more than 5 degrees from the horizontal (ie parallel with the current roof angle). Furthermore, the panels must not encroach onto another unit's roof space.

- (h) the Owner not permitting any external cable or conduit on the building façade
- (i) the Owner providing plans to the Executive Committee for approval of panel location and installation method, prior to installation taking place.
- (6) Maintenance Requirement is the responsibility of the Owner. The Owner will be taken to have carried out the Maintenance Requirement if they:
 - (a) arrange for the installation of electrical wiring in the Exclusive Use Area required for the Solar Equipment;
 - (b) comply with the type and frequency of maintenance of the Exclusive Use Area as recommended by the Manufacturer's Maintenance Material; and
 - (c) comply with all Directions given by the Owners Corporation
- (7) Maintenance Requirements must be carried out and completed:
 - (a) in a proper workmanlike manner and where necessary, by licensed and/or accredited persons where recommended by the Manufacturer's Maintenance Material;
 - (b) with due skill and care using proper materials;
 - (c) in compliance with all reasonable requirements of the Owners Corporation;
 - (d) in compliance with the Building Code of Australia and any other Australian standards, as applicable;
 - (e) in keeping with the appearance of the Building in its style, colour, materials and overall design;
 - (f) in a way so as to not unreasonably interfere with the enjoyment of other Common Property areas by other persons;
 - (g) in a way so as to not create a fire hazard;
 - (h) in a way so as to not interfere with any emergency exits;
 - (i) in a way which minimises the disturbance of other owners including but not limited to vibration, noise, dust and dirt;
 - (j) in a way so as to not impact all fire safety sprinkler systems and overhead pipes (if any);
 - (k) ensuring that the security of the Building is maintained throughout the performance of the Maintenance Requirement;
 - (l) promptly and completely removing all rubbish from the Building resulting from Maintenance Requirement;
 - (m) in a clean and tidy manner; and
 - (n) promptly repairing any damage to any part of the Building caused by the Maintenance Requirement
- (8) The Owner is responsible for and will bear all Costs.
- (9) The Owners Corporation may issue a Direction to the Owner.
- (10) If the Owner fails to comply with a Direction within 3 months of the date of the Direction, then the Owners Corporation may:
 - (a) instruct a person or persons to enter upon any part of the Exclusive Use Area to carry out the work the subject of the Direction; and
 - (b) recover from the Owner any Costs relating to the carrying out of that work.
- (11) The Owner will sign all documents and do all things necessary to facilitate the matters the subject of this Special Privilege Rule.
- (12) The Owner will not claim upon the Owners Corporation's insurance in respect of



RULES OF THE OWNERS CORPORATION

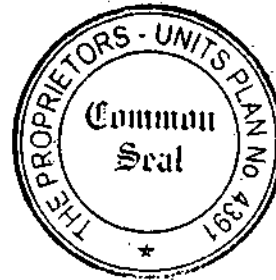
UNITS PLAN 4391 "LAURANA TERRACES"

John Gorton Drive, Gustin Street & Woodberry Avenue Coombs

anything arising out of the Solar Equipment or the Maintenance Requirement.

- (13) The Owner will indemnify and will keep indemnified the Owners Corporation in respect of the Owner's exclusive use and enjoyment of the Exclusive Use Area and/or Maintenance Requirement or anything arising from Exclusive Use Area and/or Maintenance Requirement, including, but not limited to the following:
- (a) all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;
 - (b) any sum payable by way of increased premiums; and
 - (c) any costs or damages which the Owners Corporation is or becomes liable

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



(11)

**MINUTES OF THE 2025 ANNUAL GENERAL MEETING OF THE
OWNERS OF UNITS PLAN 4391 - "LAURANA TERRACES"
JOHN GORTON DR, GUSTIN ST & WOODBERRY AVE COOMBS**

DATE HELD: Monday 15th September 2025 at 5:30pm

VENUE: Zoom Online Meeting

PRESENT: Lot 23 - D Bale
Lot 30 - C Dupont
Lot 48 - C Smith
Signature Strata - J Burge

PROXY VOTES: Lot 33 - L & P Walshe appointing Lot 23 - D Bale

ABSENTEE VOTES: Nil.

APOLOGIES: Lot 3 - L Billberg

CHAIRPERSON: Lot 23 - D Bale



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

MINUTES

MOTION 1: *That the minutes of the previous general meeting held on 28th May 2025 are accepted.*

MOTION CARRIED

Matters arising from those minutes - Nil.

INSURANCE

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

Insurance cover held by the Owners Corporation through Honan is summarised below

Insurer & Policy No:	Longitude / LNG-STR-201961186
Renewal Date:	18 th October 2025
Building Sum Insured:	\$15,000,000.00
Excesses:	\$2,000.00
Base Premium:	\$17,653.56
Underwriting Agency Fee	\$350.00
Broker Fee	\$3,530.71
GST	\$2,153.43
Signature Strata Commission	N/A as the policy was placed with previous strata management firm.
Commission Schedule	(Honan) Up to 25% of the base premium - with a policy placed with Signature Strata
Last insurance valuation report:	11 th June 2025

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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 Executive Committee be granted authority to determine the appointed Broker from the panel of Brokers nominated by the Strata Managing Agent and provide informed consent to payment of commission under the policy.*

MOTION CARRIED

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

MOTION CARRIED

INSURANCE CLAIMS

It was noted the policy has one open claim relating to impact damage for the garage door, which has been accepted by the insurer. The garage door was replaced on 9th September, and the invoice had been provided to the insurer to finalise the claim.

AUDIT OBLIGATIONS AND FINANCIAL REPORT

Schedule 2 Part 2.1 1(g) of the Unit Titles (Management) Act 2011 states that an Executive Committee must arrange for the financial records of the Units Plan to be audited before the Annual General Meeting if either (i) units number greater than 100, or (ii) the annual budget is greater than \$250,000.00. This includes the bank balance at the start of the financial year, including any investment accounts, all expected Administrative & Sinking Fund income, and any additional income such as special purpose fund contributions and insurance recoveries.

Financial reports for the period ending 31st July 2025 were audited by Kelly & Partners, with their report dated 29th August 2025 finding the financial reports to present fairly in all material aspects.

MOTION 5: *That the independent audit report prepared by Kelly Partners for the period ending 31st July 2025 be accepted.*

MOTION CARRIED

INVESTMENT OF FUNDS

MOTION 6: *That the Owners Corporation agrees to open an investment account, hence authorising the Executive Committee to make determinations concerning the investment of surplus funds into such accounts.*

MOTION CARRIED

Secretarial Note - Signature Strata would send the interest rates to the incoming Executive Committee following this meeting to arrange investment as soon as possible.

SINKING FUND PLAN

The Owners Corporation of UP4391 obtained their Sinking Fund Forecast Report on 17th June 2025 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 June 2029.

MOTION 7: *That the Owners Corporation adopt the Sinking Fund Forecast dated 17th June 2025.*

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 are aware of defects, and negotiations with the developer are ongoing. Defects to be addressed listed below:

- Stair movement in expansion joint sealant to be applied regularly (inspect on condition) add to Maintenance plan;
- Deterioration of exterior paint, the builder to contribute toward painting earlier and the builder to confirm the current exterior colours and brand of paint used originally;
- Brickwork capping to be repaired where needed mainly units facing John Gorton Drive;
- Builder agreed to reseal all tile angles and replace associated drummy tiles. Unit 31 damaged balcony tiles to be replaced. As well as damaged tiles at top of stairs. Builder is sourcing suitable

replacement tiles Stephen Wise highlighted the exact size is critical to match, accepted there could be a slight change in colour:

- Basement car park ceiling to have cracks injected with sealant and drip trays inspected also drains should be fitted to the trays stainless steel was a better option to the zinc that is currently used. Watergate holdings was recommended to the builder as a reliable company;
- Basement stairwells water entry to walls/ceilings. builder to rectify with cleaning and introduce a turn up on the outside wall with driveway;
- Basement exit door opens in wrong direction if it is a fire exit. Builder to confirm with the building certifier;
- Builder to repair reseal leakage around down pipes penetration into basement ceiling;
- Builder proposed to tap into the existing 300mm pipe in the garbage room to aid in heavy storm situations and to add an overflow pipe to the outside.

Secretarial Note - The meeting agreed this was a complete list of defects and Signature Strata would reach out to Access Canberra to discuss rectification.

MAINTENANCE ISSUES

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

NEW MAINTENANCE ISSUES:

Bin Room and Basement Cleaning - these items would be reviewed once funds were available.

ONGOING MAINTENANCE ISSUES:

Lock for Bin Room - quotes have been sourced and will be reviewed by the incoming Executive committee once funds were available.

Painting of Mailboxes/Entrances - quotes were being sourced and would be discussed with the incoming Executive Committee once received.

Gutter Guard - A quote had been accepted, the current start date was predicted for late September.

MAINTENANCE CONTRACT RENEWALS:

Caretaking - this contract was being quoted and would be reviewed by the incoming Executive Committee.

Garage Door Maintenance Contract - this was being implemented with ACT Doorland.

MAINTENANCE PLAN

The Unit Titles (Management) (Meeting Agenda) Guidelines 2023 requires that the Maintenance Plan be reviewed at each Annual General Meeting.

Section 24 (2) of the Unit Titles (Management) Act 2011 states that an Owners Corporation must prepare a maintenance plan containing matters prescribed by regulation (4A).

MOTION 8: *That the Maintenance Plan be confirmed as adequate.*

MOTION CARRIED

FIRE SAFETY

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners Corporation to review provisions and compliance with the national construction code for fire safety, and at each Annual General Meeting.

All emergency and fire systems are maintained to Australia Standards 1851 by your fire control contractor, Grosvenor Engineering Group.

The compliance certificate provided by Grosvenor Engineering Group was noted.

AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

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

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



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BUDGET DEBATE

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

Administrative Fund

MOTION 9: *That the proposed Administrative Fund budget of \$142,673.00 (plus GST) for the period 1st August 2025 to 31st July 2026 be adopted.*

MOTION CARRIED

Sinking Fund

MOTION 10: *That the proposed Sinking Fund Expenditure Budget of \$4,488.00 (plus GST) for the period 1st August 2025 to 31st July 2026 be adopted.*

MOTION CARRIED

Levy Contribution

MOTION 11: *That the Owners Corporation determines an Administrative Fund Levy Contribution of \$142,673.00 (plus GST) for the twelve-month period, commencing 1st August 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1st October 2025, 1st January 2026, 1st April 2026 and 1st July 2026.*

MOTION CARRIED

MOTION 12: *That the Owners Corporation determines a Sinking Fund Levy Contribution of \$36,950.00 (plus GST) for the twelve-month period, commencing 1st August 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1st October 2025, 1st January 2026, 1st April 2026 and 1st July 2026.*

MOTION CARRIED

Secretarial Note - The levy contributions due 1st October 2025 will be extended to 15th October 2025

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 21st March 2025 and expires on 21st March 2028.

CONTRACTOR COMPLIANCE

MOTION 13: *That the services of a contractor compliance company be engaged to audit contractors to ensure compliance with insurance and licencing requirements.*

MOTION CARRIED

SERVICE CONTRACTORS

MOTION 14: *That the Executive Committee be authorised to make determinations concerning the appointment of a service contractor.*

MOTION CARRIED

ELECTION OF COMMITTEE

MOTION 15: *That the Owners Corporation determine the number of members to form the Executive Committee until the next Annual General Meeting, with the appointment of those members to take place at this meeting.*

MOTION CARRIED

It was agreed that five (5) positions would form the executive committee with three (3) nominations and two (2) casual vacancies to allow other owners to join the committee prior to the next annual general meeting with the 3 nominations comprising as follows:

Lot 3 - L Billberg. Lot 23 - D Bale. Lot 30 - C Dupont.

RULES

MOTION 16: (Special Resolution): *That the Owners Corporation adopt the Rules as attached and that they are registered under the Land Titles (Unit Titles) Act 1970.*

MOTION CARRIED

Secretarial Note - Those present agreed to update rule 1.24 "Special Privilege Rule" - Exclusive Use of Roof for Solar Panels (5) (g) to include - "Solar panels must not be installed using scaffold framing or be angled more than 5 degrees from the horizontal (ie parallel with the current roof angle). Furthermore, the panels must not encroach onto another unit's roof space."



GENERAL BUSINESS

Front Gardens on John Gorton Drive – It was requested that the front gardens on the John Gorton side of the complex be confirmed as to whether these were common property or owners property. Signature Strata following the meeting has reviewed ACTMapi, a government mapping tool, which has confirmed the front gardens as common property. Owners must ensure they do not make changes without first seeking approval.

CLOSURE

As there was no further business, the meeting closed at 6:16pm.



UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

The Owners - Units Plan No. 4391

Unit No: 44/9

Lot No: 44

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: **21**

Total Building Entitlements: **1,000**

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	Clair Dupont	30/90 John Gorton Drive Coombs ACT 2611
	Dennis Bale	7 Gustin Street Coombs ACT 2611
	Laila Billberg	98 John Gorton Drive Coombs ACT 2611
	Laurana Terraces	

UNIT TITLE SALE CERTIFICATE**Section 119 (1) (a)****Units Plan No. 4391 - Unit 44/9****Funds Details****Contributions payable to Administration Fund:**Total amount last determined with respect of the unit **\$3,295.76**Number of instalments payable **4****Instalment Details:-**

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/08/25 to 31/10/25	823.94	15/10/25	04/11/25	0.00	15/10/25
01/11/25 to 31/01/26	823.94	01/01/26	16/02/26	0.00	01/01/26
01/02/26 to 30/04/26	823.94	01/04/26		0.00	01/04/26
01/05/26 to 31/07/26	823.94	01/07/26		0.00	01/07/26

Amount (if any) outstanding (credit shown with -) **\$823.94**Paid to **31/01/26****Special contributions payable to Administration Fund:**

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By
Insurance	346.50	15/01/26	16/02/26	0.00	15/01/26

Amount (if any) outstanding (credit shown with -) **Nil****Contributions payable to Sinking Fund:**Total amount last determined with respect of the unit **\$853.56**Number of instalments payable **4****Instalment Details:-**

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/08/25 to 31/10/25	213.39	15/10/25	04/11/25	0.00	15/10/25
01/11/25 to 31/01/26	213.39	01/01/26	16/02/26	0.00	01/01/26
01/02/26 to 30/04/26	213.39	01/04/26		0.00	01/04/26
01/05/26 to 31/07/26	213.39	01/07/26		0.00	01/07/26

Amount (if any) outstanding (credit shown with -) **\$213.39**Paid to **31/01/26****Special contributions payable to Sinking Fund:**

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By
---------	--------	----------	-----------	----------	------------

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

Purpose	Period	Amount	Due Date	Date Paid	Discount	If Paid By
---------	--------	--------	----------	-----------	----------	------------

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

UNIT TITLE SALE CERTIFICATE**Section 119 (1) (a)****Units Plan No. 4391 - Unit 44/9**

Other amounts owing

Rate of interest payable	10.00	per cent	Interest Owing	\$16.49
Purpose		Fund	Amount	Due Date
			Amount Due	

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

Nil

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

\$16.49**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> LONGITUDE INSURANCE	LNG-STR-20196186	32,210,000.00	18/10/26		46,712.73
<i>LOSS OF RENT</i> LONGITUDE INSURANCE	LNG-STR-20196186	4,831,500.00	18/10/26		
<i>BUILDING CATASTROPHE</i> LONGITUDE INSURANCE	LNG-STR-20196186	4,831,500.00	18/10/26		
<i>PUBLIC LIABILITY</i> LONGITUDE INSURANCE	LNG-STR-20196186	20,000,000.00	18/10/26		
<i>FIDELITY GUARANTEE</i> LONGITUDE INSURANCE	LNG-STR-20196186	100,000.00	18/10/26		
<i>OFFICE BEARERS</i> LONGITUDE INSURANCE	LNG-STR-20196186	1,000,000.00	18/10/26		
<i>VOLUNTARY WORKERS</i> LONGITUDE INSURANCE	LNG-STR-20196186	\$200,000/\$2,000	18/10/26		
<i>GOVT AUDIT COSTS</i> LONGITUDE INSURANCE	LNG-STR-20196186	30,000.00	18/10/26		
<i>WORKPLACE H&S</i> LONGITUDE INSURANCE	LNG-STR-20196186	150,000.00	18/10/26		
<i>LOT OWNERS FIXTURES</i> LONGITUDE INSURANCE	LNG-STR-20196186	300,000.00	18/10/26		
<i>COMMON AREA CONTENTS</i> LONGITUDE INSURANCE	LNG-STR-20196186	322,100.00	18/10/26		
<i>LEGAL DEFENSE</i> LONGITUDE INSURANCE	LNG-STR-20196186	50,000.00	18/10/26		

Fund Balances

Balances as at: 16 March 2026

Administrative Fund	34,047.22
Sinking Fund	237,461.77

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 4391 - Unit 44/9

Developer Control Period

Developer Control Period Expiry Date: Yes

Borrowed Money

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

No

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. 4391 - Unit 44/9

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 **16 March 2026**





Issue date: 24 October 2025

Certificate of Insurance

This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown in the Period of Insurance below and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the "Insurance Contracts Act, 1984".

INSURED:	The Owners of Unit Plan 4391	
INTERESTED PARTY(S):	Name	Classification
DESCRIPTION OF INSURED BUSINESS:	Residential Strata	
SITUATION OF RISK:	90 JOHN GORTON DRIVE, COOMBS, ACT 2611	
SECTION 1:	<u>Property - Physical Loss, Destruction or Damage</u> Buildings - \$32,210,000.00 Common Contents - \$322,100.00	
SECTION 2:	<u>Voluntary Workers Personal Accident</u> Accidental Death & Disablement - Insured Weekly Benefits - Insured	
SECTION 3:	<u>Office Bearers' Liability</u> Limit of Indemnity - \$1,000,000.00 in the aggregate Period of Insurance	
SECTION 4:	<u>Fidelity Guarantee</u> Limit - \$100,000.00 in the aggregate Period of Insurance	
SECTION 6:	<u>Public Liability</u> Limit of Indemnity - \$20,000,000.00 each and every Occurrence	
SECTION 7:	<u>Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses</u> (a) Taxation and Audit Costs Limit of Indemnity - \$30,000 in the aggregate Period of Insurance (b) Workplace Health and Safety Breaches Limit of Indemnity - \$150,000 in the aggregate Period of Insurance (c) Legal Defence Expenses Limit of Indemnity - \$50,000 in the aggregate Period of Insurance	
POLICY NUMBER:	LNG-STR-20196186	
PERIOD OF INSURANCE:	18 October 2025 expiring on 18 October 2026 at 4pm Local Standard Time	
INSURER:	Chubb Insurance Australia Limited	

This certificate has been arranged by Us in our capacity as agents for the insurer/s named above. It does not reflect in detail the policy terms or conditions and merely provides a very brief summary of the insurance that is in existence at the date we have issued this certificate. If you wish to review the details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy wording, schedule and any other associated policy document.

DISCLAIMER - In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy or in accordance with the terms of the Insurance Contracts Act 1984. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration or cancellation to the policy of insurance.

This policy is issued by Longitude Insurance Pty Ltd (ABN 86 152 337 267) as an Authorised Representative (AR 424867) of Austagencies Pty Ltd (ABN 76 006 09 464) (Austagencies). Austagencies have binding authority from Chubb Insurance Australia Limited (ABN 23 001 642 020, AFSL 239687).

Insurance Valuation Report

For

Laurana Terraces

**John Gorton Dr, Gustin St & Woodberry
Ave Coombs ACT 2611**

Scheme Number: 4391



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 224229

11 June 2025

Professional Indemnity Insurance Policy Number 1411189338 PLP

PO Box 1280,
Beenleigh QLD 4207

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

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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 **John Gorton Dr, Gustin St & Woodberry Ave Coombs ACT 2611**.

1.2 Property Address

The property is situated at **John Gorton Dr, Gustin St & Woodberry Ave Coombs ACT 2611**.

1.3 Description of Building

The property comprises fifty lots of two and three storey townhouses with garage or under cover carport space. Common property includes driveway, paving, waste room, boundary walls & fences and site landscaping. The plans provided by the client indicate that the property was registered in 2017.

1.4 Client

The Proprietors Laurana Terraces .

1.5 Replacement Value

Recommended Insured Value: \$ 32,210,000 (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

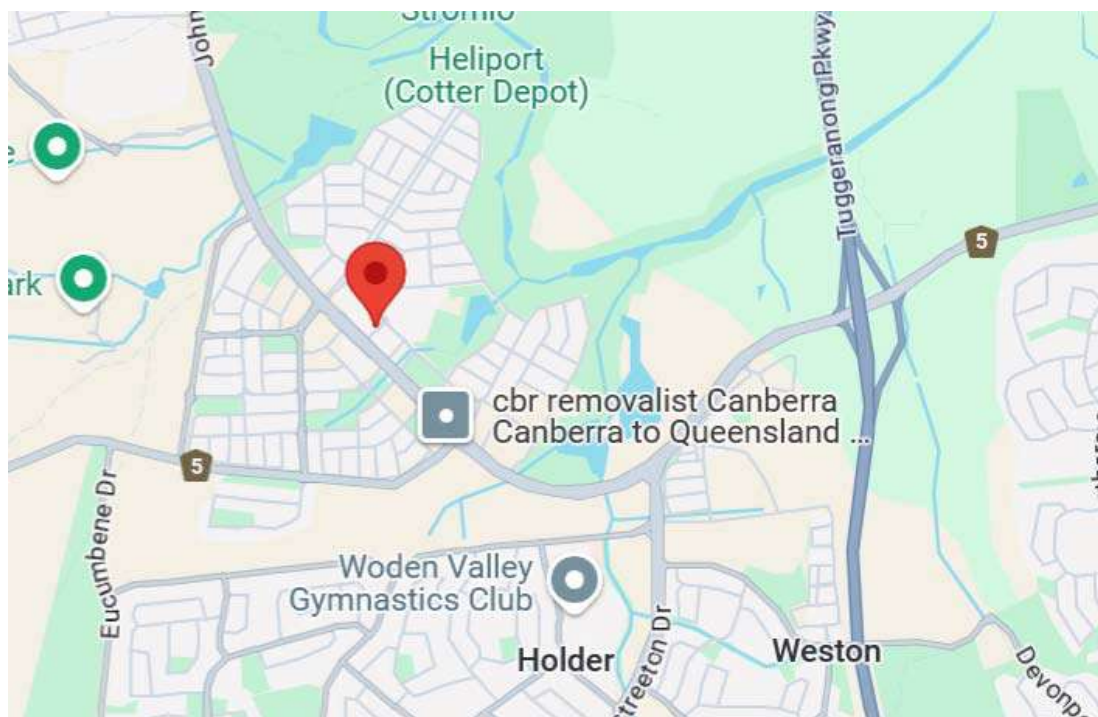
The calculated value of the building comprises of several elements:

- 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:	\$ 25,930,000
Allowance for Cost Escalation:	
Design and Documentation:	6 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	18 Months
Calculated at 6% over the period	\$ 1,945,000
Progressive Subtotal:	\$ 27,875,000
Professional Fees:	\$ 2,230,000
Progressive Subtotal:	\$ 30,105,000
Removal of Debris:	\$ 1,300,000
Progressive Subtotal:	\$ 31,405,000
Cost Escalation for Insurance Policy lapse Period:	\$ 1,810,000
Progressive Subtotal:	\$ 33,210,000
Recommended Insured Value:	\$ 33,210,000 (Inc GST)

2.7 Site Location Map



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 *SITE FACTORS*

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

3.2 *ADDITIONS & IMPROVEMENTS*

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

3.3 *MAINTENANCE*

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

3.4 *SUMMARY OF CONSTRUCTION*

3.4.1 *Primary Method of Construction*

3.4.1.1 *FLOOR STRUCTURE*

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

3.4.1.2 *WALL STRUCTURE*

EXTERNAL WALL CONSTRUCTION: Timber/Steel framed, masonry.

EXTERNAL WALL FINISHES: Rendered and painted, FC sheet and Villa Board.

3.4.1.3 *ROOF STRUCTURE*

ROOF CONSTRUCTION: Timber/Steel framed pitched.

ROOFING: Powder coated metal sheeting.

3.4.1.4 *DRIVEWAY STRUCTURE*

DRIVEWAY CONSTRUCTION: Concrete.

3.5 *AREAS NOT INSPECTED - TYPICAL*

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

3.6 *SCOPE*

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

3.7 EXCLUSIONS

An Insurance Valuation Report does not cover or deal with:

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

SECTION 4 – SITE PHOTOGRAPHS



Sinking Fund Plan

Laurana Terraces v3

**John Gorton Dr, Gustin St & Woodberry Ave,
Coombs, ACT 2611
Scheme Number: 4391**



COMPILED BY VON HARAMINA

**On 17 June 2025 for the
15 Years Commencing: 1 December 2024
QIA Job Reference Number: 223541**

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ABN 27 116 106 453
setting the standard...

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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

John Gorton Dr, Gustin St & Woodberry Ave, Coombs, ACT 2611

REPORT SUMMARY

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

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

The Sinking Fund Levy per entitlement already set is:	\$38.19
Number of Lot/Unit Entitlements:	1000
Opening Balance:	\$192,446.00
The proposed Sinking Fund Levy per entitlement is:	\$40.65

METHODOLOGY

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

The report will generally categorise costs as follows:

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

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

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

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

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

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

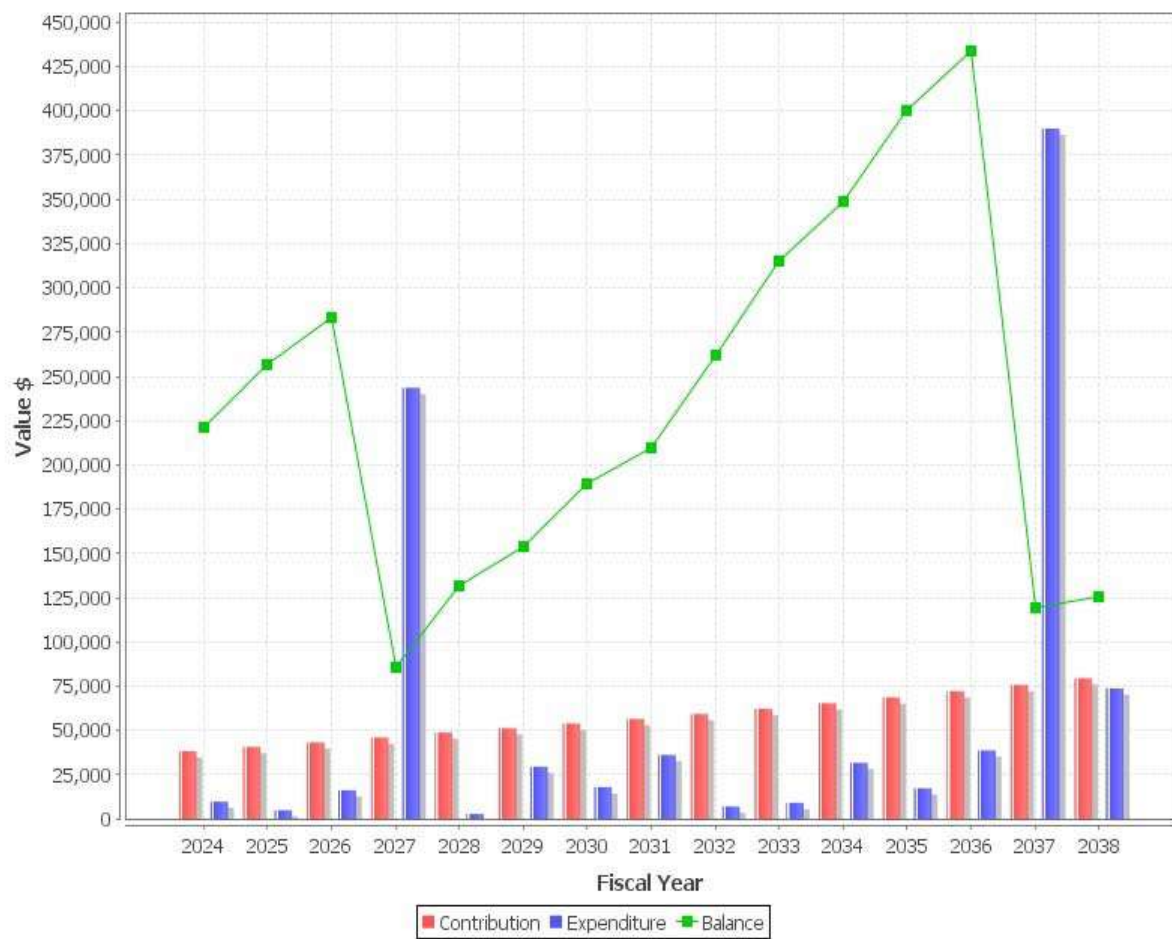
If the amounts provided for are not expended in any one year they will be accumulated to meet expenditures in future years although it has been our experience that some form of capital expenditure occurs every year and not all of it is accounted for via the specific line items in our report.

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

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

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/12/2024	\$192,446	\$38,186	\$38.19	\$9,761	\$220,871
2	01/12/2025	\$220,871	\$40,645	\$40.65	\$4,893	\$256,622
3	01/12/2026	\$256,622	\$43,227	\$43.23	\$16,179	\$283,670
4	01/12/2027	\$283,670	\$45,938	\$45.94	\$243,597	\$86,011
5	01/12/2028	\$86,011	\$48,784	\$48.78	\$2,775	\$132,020
6	01/12/2029	\$132,020	\$51,223	\$51.22	\$29,521	\$153,722
7	01/12/2030	\$153,722	\$53,784	\$53.78	\$17,904	\$189,602
8	01/12/2031	\$189,602	\$56,474	\$56.47	\$36,144	\$209,932
9	01/12/2032	\$209,932	\$59,297	\$59.30	\$6,971	\$262,258
10	01/12/2033	\$262,258	\$62,262	\$62.26	\$9,040	\$315,481
11	01/12/2034	\$315,481	\$65,375	\$65.38	\$31,659	\$349,197
12	01/12/2035	\$349,197	\$68,644	\$68.64	\$17,311	\$400,530
13	01/12/2036	\$400,530	\$72,076	\$72.08	\$38,718	\$433,888
14	01/12/2037	\$433,888	\$75,680	\$75.68	\$390,017	\$119,550
15	01/12/2038	\$119,550	\$79,464	\$79.46	\$73,700	\$125,315

SINKING FUND FORECAST MOVEMENT

SUMMARY OF ANNUAL FORECAST EXPENDITURE

December 2024		Expense Inc GST
PLANNED/BUDGETED EXPENDITURE		
- Provision to replace main garage door in 15 years as per ACT Doorland quote dated 01/05/25		\$8,508
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,253
<u>Total Forecast Expenditure for year - December 2024 (Inc GST):</u>		<u>\$9,761</u>
Includes GST amount of :		\$887
December 2025		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,316
FURNITURE & FITTINGS		
- Provision to maintain/replace bike racks		\$2,801
FIRE PROTECTION SYSTEMS		
- Provision to replace portable fire extinguishers		\$776
<u>Total Forecast Expenditure for year - December 2025 (Inc GST):</u>		<u>\$4,893</u>
Includes GST amount of :		\$445
December 2026		Expense Inc GST
SUPERSTRUCTURE		
- Provision to replace balustrade/handrail fixings		\$670
- Capital Replacement - General		\$1,382
BASEMENT		
- Replace bin room extraction fans		\$3,616

FURNITURE & FITTINGS

- Provision to maintain/replace outdoor furniture	\$764
- Ongoing partial replacement of exterior lighting	\$1,329
- Provision to upgrade security cameras & associated equipment	\$1,146

ROOF

- Provision to maintain roof fixtures and flashings	\$2,674
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BIN CHUTES

- Maintenance, repairs to bin chutes	\$4,597
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Total Forecast Expenditure for year - December 2026 (Inc GST): **\$16,179**

Includes GST amount of : **\$1,471**

December 2027	Expense Inc GST
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SUPERSTRUCTURE

- Repaint buildings	\$181,806
- Repaint balcony/verandah ceilings	\$685
- Repaint soffits	\$11,793
- Scaffold/access equip allowance	\$26,400
- Repaint door face	\$7,020
- Capital Replacement - General	\$1,451

BASEMENT

- Repaint line marking	\$4,302
- Repaint door face	\$1,123

DRIVEWAYS, PATHWAYS & PARKING

- Maintain pathways 10% of total	\$2,239
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ROOF

- Provision partial balcony membrane replacement over 20 years	\$5,712
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STAIRWELL

- Repaint walls/ceiling	\$1,067
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<u>Total Forecast Expenditure for year - December 2027 (Inc GST):</u>	<u>\$243,597</u>
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Includes GST amount of :	\$22,145
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December 2028

Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$1,523
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BASEMENT

- Maintain/repair main garage door running gear	\$612
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FURNITURE & FITTINGS

- Provision to replace door closers/door hardware	\$640
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<u>Total Forecast Expenditure for year - December 2028 (Inc GST):</u>	<u>\$2,775</u>
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Includes GST amount of :	\$252
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December 2029

Expense
Inc GST

SUPERSTRUCTURE

- Maintain balcony/verandah floor tiles	\$1,946
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- Capital Replacement - General	\$1,599
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BASEMENT

- Maintain ventilation ducting	\$4,179
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EXTERNAL WORKS

- Maintain common pipework	\$3,330
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FURNITURE & FITTINGS

- Maintain signage	\$1,238
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- Install/Replace sensors/exits/emergency lighting	\$1,677
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FIRE PROTECTION SYSTEMS

- Provision to upgrade Fire Panel & associated detection equipment	\$13,378
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- Replace sprinkler pump	\$2,174
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<u>Total Forecast Expenditure for year - December 2029 (Inc GST):</u>	<u>\$29,521</u>
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Includes GST amount of :	\$2,684
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December 2030

Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$1,679
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DRIVEWAYS, PATHWAYS & PARKING

- Maintain driveway 3% of total	\$7,015
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FURNITURE & FITTINGS

- Provision to upgrade security cameras & associated equipment	\$1,393
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- Provision to maintain/replace bike racks	\$3,575
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FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$991
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ROOF

- Provision to maintain roof fixtures and flashings	\$3,250
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<u>Total Forecast Expenditure for year - December 2030 (Inc GST):</u>	<u>\$17,904</u>
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Includes GST amount of :	\$1,628
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December 2031	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace balustrade/handrail fixings	\$856
- Replace podium slab membrane	\$20,009
- Capital Replacement - General	\$1,763
BASEMENT	
- Replace exhaust/supply fan	\$3,900
FURNITURE & FITTINGS	
- Provision to maintain/replace outdoor furniture	\$975
- Ongoing partial replacement of exterior lighting	\$1,697
ROOF	
- Provision partial balcony membrane replacement over 20 years	\$6,943
<u>Total Forecast Expenditure for year - December 2031 (Inc GST):</u>	<u>\$36,144</u>
Includes GST amount of :	\$3,286
December 2032	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$1,852
BASEMENT	
- Replace main garage door motor	\$2,457
FIRE PROTECTION SYSTEMS	
- Provision to replace fire hose reels	\$2,662
<u>Total Forecast Expenditure for year - December 2032 (Inc GST):</u>	<u>\$6,971</u>
Includes GST amount of :	\$634

December 2033		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,944
DRIVEWAYS, PATHWAYS & PARKING		
- Replace traffic mirror		\$627
BIN CHUTES		
- Maintenance, repairs to bin chutes		\$6,468
<u>Total Forecast Expenditure for year - December 2033 (Inc GST):</u>		<u>\$9,040</u>
Includes GST amount of :		\$822
December 2034		Expense Inc GST
SUPERSTRUCTURE		
- Replace external door/frame		\$790
- Capital Replacement - General		\$2,041
BASEMENT		
- Maintain/repair main garage door running gear		\$820
DRIVEWAYS, PATHWAYS & PARKING		
- Maintain pathways 10% of total		\$3,151
FURNITURE & FITTINGS		
- Install/Replace sensors/exits/emergency lighting		\$2,140
- Provision to upgrade security cameras & associated equipment		\$1,693
FIRE PROTECTION SYSTEMS		
- Provision to upgrade Fire Panel & associated detection equipment		\$17,073

ROOF

- Provision to maintain roof fixtures and flashings	\$3,951
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<u>Total Forecast Expenditure for year - December 2034 (Inc GST):</u>	<u>\$31,659</u>
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Includes GST amount of :	\$2,878
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December 2035

Expense Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$2,143
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FURNITURE & FITTINGS

- Provision to replace door closers/door hardware	\$901
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- Provision to maintain/replace bike racks	\$4,563
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FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$1,264
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ROOF

- Provision partial balcony membrane replacement over 20 years	\$8,439
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<u>Total Forecast Expenditure for year - December 2035 (Inc GST):</u>	<u>\$17,311</u>
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Includes GST amount of :	\$1,574
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December 2036

Expense Inc GST

SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings	\$1,092
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- Replace podium slab membrane	\$25,538
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- Capital Replacement - General	\$2,251
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EXTERNAL WORKS

- Maintain common pipework	\$4,686
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FURNITURE & FITTINGS

- Provision to maintain/replace outdoor furniture	\$1,245
- Maintain signage	\$1,742
- Ongoing partial replacement of exterior lighting	\$2,165
<u>Total Forecast Expenditure for year - December 2036 (Inc GST):</u>	<u>\$38,718</u>
Includes GST amount of :	\$3,520

December 2037	Expense Inc GST
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SUPERSTRUCTURE

- Repaint buildings	\$296,143
- Repaint balcony/verandah ceilings	\$1,115
- Repaint soffits	\$19,209
- Scaffold/access equip allowance	\$43,003
- Repaint door face	\$11,434
- Capital Replacement - General	\$2,363

BASEMENT

- Repaint line marking	\$7,007
- Maintain ventilation ducting	\$6,174
- Repaint door face	\$1,829

STAIRWELL

- Repaint walls/ceiling	\$1,738
<u>Total Forecast Expenditure for year - December 2037 (Inc GST):</u>	<u>\$390,017</u>
Includes GST amount of :	\$35,456

December 2038	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace bin room roller door in 15 years	\$2,916
- Maintain balcony/verandah floor tiles	\$3,019
- Capital Replacement - General	\$2,481
BASEMENT	
- Replace bin room extraction fans	\$6,495
FENCING	
- Replace colorbond fencing in 30 years (partial accrual) 25%	\$3,334
- Replace powder coated fencing slat fencing/gates in 23 years (partial accrual) 20%	\$9,330
FURNITURE & FITTINGS	
- Provision to replace mail boxes	\$12,246
- Provision to upgrade security cameras & associated equipment	\$2,058
ROOF	
- Provision to replace guttering in 27 years (partial accrual) 20%	\$13,892
- Provision to replace down pipes in 27 years (partial accrual) 20%	\$13,126
- Provision to maintain roof fixtures and flashings	\$4,802
<u>Total Forecast Expenditure for year - December 2038 (Inc GST):</u>	<u>\$73,700</u>
Includes GST amount of :	\$6,700

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
PLANNED/BUDGETED EXPENDITURE																		
- Provision to replace main garage door in 15 years as per ACT Doorland quote dated 01/05/25	\$7,366	2024	0	8508														
SUPERSTRUCTURE																		
- Repaint buildings	\$135,975	2027	10				181806										296143	
- Repaint balcony/verandah ceilings	\$512	2027	10				685										1115	
- Repaint soffits	\$8,820	2027	10				11793										19209	
- Scaffold/access equip allowance	\$19,745	2027	10				26400										43003	
- Repaint door face	\$5,250	2027	10				7020										11434	
- Replace external door/frame	\$420	2034	5								856			790		1092		
- Provision to replace balustrade/handrail fixings	\$526	2026	5			670												
- Replace podium slab membrane	\$12,312	2031	5								20009					25538		
- Provision to replace bin room roller door in 15 years	\$1,275	2038	30															2916
- Maintain balcony/verandah floor tiles	\$1,320	2029	9						1946									3019
- Capital Replacement - General	\$1,085	2024	1	1253	1316	1382	1451	1523	1599	1679	1763	1852	1944	2041	2143	2251	2363	2481
BASEMENT																		
- Replace exhaust/supply fan	\$2,400	2031	15								3900							
- Repaint line marking	\$3,218	2027	10				4302										7007	
- Maintain ventilation ducting	\$2,835	2029	8						4179								6174	
- Repaint door face	\$840	2027	10				1123										1829	
- Maintain/repair main garage door running gear	\$436	2028	6					612						820				
- Replace main garage door motor	\$1,440	2032	10									2457						
- Replace bin room extraction fans	\$2,840	2026	12			3616												6495

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain pathways 10% of total	\$1,675	2027	7				2239							3151				
- Maintain driveway 3% of total	\$4,532	2030	12							7015								
- Replace traffic mirror	\$350	2033	20										627					
EXTERNAL WORKS																		
- Maintain common pipework	\$2,259	2029	7						3330							4686		
FENCING																		
- Replace colorbond fencing in 30 years (partial accrual) 25%	\$1,458	2038	5															3334
- Replace powder coated fencing slat fencing/gates in 23 years (partial accrual) 20%	\$4,080	2038	2															9330
FURNITURE & FITTINGS																		
- Provision to maintain/replace outdoor furniture	\$600	2026	5			764					975					1245		
- Maintain signage	\$840	2029	7						1238							1742		
- Provision to replace mail boxes	\$5,355	2038	25															12246
- Install/Replace sensors/exits/emergency lighting	\$1,138	2029	5						1677					2140				
- Ongoing partial replacement of exterior lighting	\$1,044	2026	5			1329					1697					2165		
- Provision to upgrade security cameras & associated equipment	\$900	2026	4			1146				1393				1693				2058
- Provision to replace door closers/door hardware	\$456	2028	7					640							901			
- Provision to maintain/replace bike racks	\$2,310	2025	5		2801					3575					4563			

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
FIRE PROTECTION SYSTEMS																		
- Provision to upgrade Fire Panel & associated detection equipment	\$9,075	2029	5						13378					17073				
- Provision to replace fire hose reels	\$1,560	2032	20									2662						
- Provision to replace portable fire extinguishers	\$640	2025	5		776					991					1264			
- Replace sprinkler pump	\$1,475	2029	15						2174									
ROOF																		
- Provision to replace guttering in 27 years (partial accrual) 20%	\$6,075	2038	3															13892
- Provision to replace down pipes in 27 years (partial accrual) 20%	\$5,740	2038	3															13126
- Provision partial balcony membrane replacement over 20 years	\$4,272	2027	4				5712				6943				8439			
- Provision to maintain roof fixtures and flashings	\$2,100	2026	4			2674				3250				3951				4802
STAIRWELL																		
- Repaint walls/ceiling	\$798	2027	10				1067										1738	
BIN CHUTES																		
- Maintenance, repairs to bin chutes	\$3,610	2026	7			4597							6468					
Total				9761	4893	16179	243597	2775	29521	17904	36144	6971	9040	31659	17311	38718	390017	73700
Includes GST amount of				887	445	1471	22145	252	2684	1628	3286	634	822	2878	1574	3520	35456	6700

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
PLANNED/BUDGETED EXPENDITURE																		
- Provision to replace main garage door in 15 years as per ACT Doorland quote dated 01/05/25	\$7,366	2024	0	8508	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SUPERSTRUCTURE																		
- Repaint buildings	\$135,975	2027	10	42181	86471	132976	181806	23545	48267	74225	101481	130099	160149	191701	224831	259617	296143	38352
- Repaint balcony/verandah ceilings	\$512	2027	10	159	326	501	685	89	182	279	382	490	603	722	847	977	1115	144
- Repaint soffits	\$8,820	2027	10	2736	5609	8626	11793	1527	3131	4815	6582	8439	10388	12435	14583	16840	19209	2488
- Scaffold/access equip allowance	\$19,745	2027	10	6125	12556	19309	26400	3419	7009	10778	14736	18892	23255	27837	32648	37699	43003	5569
- Repaint door face	\$5,250	2027	10	1629	3339	5135	7020	909	1864	2866	3918	5023	6183	7402	8681	10024	11434	1481
- Replace external door/frame	\$420	2034	5	56	114	175	240	307	378	453	531	613	699	790	882	974	1066	1158
- Provision to replace balustrade/handrail fixings	\$526	2026	5	213	436	670	903	11578	14253	17061	20009	23255	26503	29751	33000	36248	39497	42745
- Replace podium slab membrane	\$12,312	2031	5	2095	4296	6606	9031	11578	14253	17061	20009	23255	26503	29751	33000	36248	39497	42745
- Provision to replace bin room roller door in 15 years	\$1,275	2038	30	135	277	426	582	747	919	1100	1290	1490	1700	1920	2151	2394	2648	2916
- Maintain balcony/verandah floor tiles	\$1,320	2029	9	286	586	902	1233	1581	1946	2274	2611	2942	3267	3587	3902	4212	4517	4817
- Capital Replacement - General	\$1,085	2024	1	1253	1316	1382	1451	1523	1599	1679	1763	1852	1944	2041	2143	2251	2363	2481
BASEMENT																		
- Replace exhaust/supply fan	\$2,400	2031	15	408	837	1288	1760	2257	2778	3325	3900	4500	5125	5775	6450	7150	7875	8625
- Repaint line marking	\$3,218	2027	10	998	2046	3147	4302	557	1142	1756	2401	3078	3789	4536	5320	6143	7007	907
- Maintain ventilation ducting	\$2,835	2029	8	614	1259	1937	2648	3395	4179	4974	5789	6624	7479	8354	9259	10194	11159	12154
- Repaint door face	\$840	2027	10	261	534	821	1123	145	298	458	627	804	989	1184	1389	1603	1829	237
- Maintain/repair main garage door running gear	\$436	2028	6	111	227	349	477	612	751	894	1041	1192	1347	1506	1669	1836	2007	2182
- Replace main garage door motor	\$1,440	2032	10	223	457	702	960	1231	1516	1814	2128	2457	2799	3154	3523	3906	4303	4714
- Replace bin room extraction fans	\$2,840	2026	12	1147	2351	3616	408	837	1286	1759	2255	2776	3322	3897	4499	5132	5797	6495

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain pathways 10% of total	\$1,675	2027	7	519	1065	1638	2239	387	793	1220	1668	2138	2632	3151	544	1116	1716	2347
- Maintain driveway 3% of total	\$4,532	2030	12	862	1766	2716	3714	4761	5860	7015	791	1622	2495	3411	4373	5383	6444	7557
- Replace traffic mirror	\$350	2033	20	50	102	157	215	275	339	406	476	550	627	50	103	159	217	278
EXTERNAL WORKS																		
- Maintain common pipework	\$2,259	2029	7	490	1004	1543	2110	2705	3330	576	1180	1814	2481	3180	3915	4686	810	1660
FENCING																		
- Replace colorbond fencing in 30 years (partial accrual) 25%	\$1,458	2038	5	155	317	487	666	854	1051	1258	1475	1704	1943	2195	2459	2737	3028	3334
- Replace powder coated fencing slat fencing/gates in 23 years (partial accrual) 20%	\$4,080	2038	2	432	886	1363	1864	2389	2941	3520	4129	4768	5438	6143	6882	7659	8474	9330
FURNITURE & FITTINGS																		
- Provision to maintain/replace outdoor furniture	\$600	2026	5	242	497	764	176	362	556	761	975	225	462	710	971	1245	287	589
- Maintain signage	\$840	2029	7	182	373	574	784	1006	1238	214	439	674	922	1182	1455	1742	301	617
- Provision to replace mail boxes	\$5,355	2038	25	568	1163	1789	2446	3136	3860	4621	5419	6258	7138	8062	9033	10052	11122	12246
- Install/Replace sensors/exits/emergency lighting	\$1,138	2029	5	247	505	777	1063	1362	1677	387	794	1221	1669	2140	494	1013	1558	2130
- Ongoing partial replacement of exterior lighting	\$1,044	2026	5	422	864	1329	307	630	968	1324	1697	392	803	1235	1689	2165	500	1025
- Provision to upgrade security cameras & associated equipment	\$900	2026	4	364	745	1146	323	663	1019	1393	393	805	1238	1693	477	979	1505	2058
- Provision to replace door closers/door hardware	\$456	2028	7	116	237	365	499	640	111	227	349	477	611	753	901	156	319	491
- Provision to maintain/replace bike racks	\$2,310	2025	5	1366	2801	647	1326	2040	2789	3575	826	1693	2603	3559	4563	1054	2160	3322

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
FIRE PROTECTION SYSTEMS																		
- Provision to upgrade Fire Panel & associated detection equipment	\$9,075	2029	5	1967	4032	6200	8477	10868	13378	3090	6334	9741	13317	17073	3943	8084	12431	16996
- Provision to replace fire hose reels	\$1,560	2032	20	241	495	761	1041	1334	1642	1966	2305	2662	214	438	673	921	1180	1453
- Provision to replace portable fire extinguishers	\$640	2025	5	379	776	179	368	565	773	991	229	469	721	986	1264	292	598	920
- Replace sprinkler pump	\$1,475	2029	15	320	655	1008	1378	1766	2174	209	429	660	903	1157	1424	1705	2000	2309
ROOF																		
- Provision to replace guttering in 27 years (partial accrual) 20%	\$6,075	2038	3	644	1320	2030	2775	3557	4379	5242	6148	7099	8097	9146	10247	11403	12617	13892
- Provision to replace down pipes in 27 years (partial accrual) 20%	\$5,740	2038	3	608	1247	1918	2622	3361	4138	4953	5809	6707	7651	8642	9682	10775	11922	13126
- Provision partial balcony membrane replacement over 20 years	\$4,272	2027	4	1325	2717	4178	5712	1611	3302	5078	6943	1958	4014	6172	8439	2380	4878	7502
- Provision to maintain roof fixtures and flashings	\$2,100	2026	4	848	1739	2674	754	1546	2377	3250	917	1879	2890	3951	1114	2284	3512	4802
STAIRWELL																		
- Repaint walls/ceiling	\$798	2027	10	248	507	780	1067	138	283	436	596	764	940	1125	1319	1524	1738	225
BIN CHUTES																		
- Maintenance, repairs to bin chutes	\$3,610	2026	7	1458	2989	4597	794	1629	2504	3424	4390	5403	6468	1118	2291	3524	4818	6176
TOTAL ACCRUALS				73430	146946	212010	51196	99387	123317	161437	183693	239342	295860	333013	388034	425274	115004	125044

* Bold blue items listed above are expense items that occur in that year.

REPORT INFORMATION

The values included in the report are for budgeting purposes and have been obtained from a number of sources including building cost information guides, painting contractors, plant and equipment suppliers, manufactures and installers and working knowledge of each buildings configuration at the time of inspection.

Every endeavour has been undertaken to accurately compile a budget for the maintenance, repair, renewal or replacement of the items of a non-routine nature that have been identified in this report. However as there is no definitive scope of works for maintenance, repair, renewal or replacement of the items contained in this report it is expected that if said items were put to tender, the quotations received would vary significantly dependent upon the timing and scope of works to that will be undertaken. For this reason it is recommended that several quotations are sourced as far in advance of any anticipated work as possible.

The installation date, present condition and estimated life of each item is determined at the time of the site inspection from a visual inspection, the age of the building (where this information is provided) and any other relevant information provided by the Owners at the time of inspection. This information is then communicated in the report by way of nominated total life cycle in comparison with expected remaining life. The life cycles of each of the items will vary depending upon where the building is located, for example buildings near a salt environment tend to have a lesser life cycle and a higher maintenance requirement.

This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report wherever possible. We recommend that a periodic survey be carried out by qualified building contractors to assess the building condition, if required. The inspection of the common property of the scheme is a cursory visual inspection only limited to those areas of the common property that are fully accessible and visible to the inspector from floor or ground level at the time of inspection. The primary purpose of the inspection is to determine the materials used in the construction of the building that need to be maintained, estimate the quantities of same, identify the plant and equipment in the common areas of the building and make a recommendation as to the timing of the repairs and replacements identified for restorative purposes only. The inspection did not include breaking apart, dismantling, removing or moving any element of the building and items located on the common property.

The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific condition of specialist items and equipment such as gas fittings and supply systems; heritage listing conditions or requirements; fire protection fittings and systems; HVAC fittings and systems site drainage; electrical or data systems or wiring, building plumbing systems including sewerage, potable and stormwater pipe work and fittings; security concerns; detection and identification of illegal building work; and the durability of exposed finishes.

The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety report and no assessment was made as to the compliance or otherwise of any pool barrier or common property windows.

AREAS NOT INSPECTED

- Part or parts of the common property building interior that were not readily accessible
- Part or parts of the building exterior were not readily accessible
- Part or parts of the roof exterior that were not readily visible from ground or floor level or obstructed at the time of inspection because of exceeding height, vegetation or neighbouring buildings.
- Part or parts of the Common Property plant and equipment where specialised knowledge or equipment is required to carry out the inspection, particularly in respect of its' operation.
- Part or parts of the retaining walls, fencing where not readily accessible or inaccessible or obstructed at the time of inspection because of on alignment, vegetation.







Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A. Details of reduced quorum decisions

A1	The Owners - Units Plan No	UP4391
A2	General Meeting: Date (or dates) of general meeting at which the reduced quorum decision or decisions were made 15 / 09 / 2025 ☒ 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 below, tick ☒ and attach details to the notice
	Date of decision	Full text of reduced quorum decision
	15 / 09 / 2025	See attached Minutes
	___ / ___ / ____	
A4	Owners Corporation declaration 16 / 09 / 2025 Date of affixing of seal Signature:  Designation: Strata Manager 	

Part B. Details of reduced quorum decisions

B1 What is a reduced quorum decision?

- A reduced quorum decision is a decision of a general meeting of the Owners Corporation made while a quorum (a reduced quorum) smaller than a standard quorum was present.
- A standard quorum is those people entitled to vote (on the motion) in relation to not less than $\frac{1}{2}$ the total number of units (see UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

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

Reduced quorum decisions made at regularly-convened general meetings

- If, within $\frac{1}{2}$ 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 (3) or (6) (a), part 3.1, Schedule 3).
- At a regularly-convened general meeting, a reduced quorum means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within $\frac{1}{2}$ 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) or (6) (a), part 3.1, Schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within $\frac{1}{2}$ 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 (3) or (6) (a), part 3.1, Schedule 3).
- Such a reduced quorum (of anyone present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

B2 When does a reduced quorum decision take effect?

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

B3 How may reduce quorum decisions be disallowed?

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

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

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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



**MINUTES OF THE 2025 ANNUAL GENERAL MEETING OF THE
OWNERS OF UNITS PLAN 4391 – “LAURANA TERRACES”
JOHN GORTON DR, GUSTIN ST & WOODBERRY AVE COOMBS**

DATE HELD: Monday 15th September 2025 at 5:30pm

VENUE: Zoom Online Meeting

PRESENT: Lot 23 – D Bale
Lot 30 – C Dupont
Lot 48 – C Smith
Signature Strata – J Burge

PROXY VOTES: Lot 33 – L & P Walshe appointing Lot 23 – D Bale

ABSENTEE VOTES: Nil.

APOLOGIES: Lot 3 – L Billberg

CHAIRPERSON: Lot 23 – D Bale

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

MINUTES

MOTION 1: *That the minutes of the previous general meeting held on 28th May 2025 are accepted.*

MOTION CARRIED

Matters arising from those minutes – Nil.

INSURANCE

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

Insurance cover held by the Owners Corporation through Honan is summarised below

Insurer & Policy No:	Longitude / LNG-STR-201961186
Renewal Date:	18 th October 2025
Building Sum Insured:	\$15,000,000.00
Excesses:	\$2,000.00
Base Premium:	\$17,653.56
Underwriting Agency Fee	\$350.00
Broker Fee	\$3,530.71
GST	\$2,153.43
Signature Strata Commission	N/A as the policy was placed with previous strata management firm.
Commission Schedule	(Honan) Up to 25% of the base premium – with a policy placed with Signature Strata
Last insurance valuation report:	11 th June 2025

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 Executive Committee be granted authority to determine the appointed Broker from the panel of Brokers nominated by the Strata Managing Agent and provide informed consent to payment of commission under the policy.*

MOTION CARRIED

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

MOTION CARRIED

INSURANCE CLAIMS

It was noted the policy has one open claim relating to impact damage for the garage door, which has been accepted by the insurer. The garage door was replaced on 9th September, and the invoice had been provided to the insurer to finalise the claim.

AUDIT OBLIGATIONS AND FINANCIAL REPORT

Schedule 2 Part 2.1 1(g) of the Unit Titles (Management) Act 2011 states that an Executive Committee must arrange for the financial records of the Units Plan to be audited before the Annual General Meeting if either (i) units number greater than 100, or (ii) the annual budget is greater than \$250,000.00. This includes the bank balance at the start of the financial year, including any investment accounts, all expected Administrative & Sinking Fund income, and any additional income such as special purpose fund contributions and insurance recoveries.

Financial reports for the period ending 31st July 2025 were audited by Kelly & Partners, with their report dated 29th August 2025 finding the financial reports to present fairly in all material aspects.

MOTION 5: *That the independent audit report prepared by Kelly Partners for the period ending 31st July 2025 be accepted.*

MOTION CARRIED

INVESTMENT OF FUNDS

MOTION 6: *That the Owners Corporation agrees to open an investment account, hence authorising the Executive Committee to make determinations concerning the investment of surplus funds into such accounts.*

MOTION CARRIED

Secretarial Note – Signature Strata would send the interest rates to the incoming Executive Committee following this meeting to arrange investment as soon as possible.

SINKING FUND PLAN

The Owners Corporation of UP4391 obtained their Sinking Fund Forecast Report on 17th June 2025 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 June 2029.

MOTION 7: *That the Owners Corporation adopt the Sinking Fund Forecast dated 17th June 2025.*

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 are aware of defects, and negotiations with the developer are ongoing. Defects to be addressed listed below:

- *Stair movement in expansion joint sealant to be applied regularly (inspect on condition) add to Maintenance plan;*
- *Deterioration of exterior paint, the builder to contribute toward painting earlier and the builder to confirm the current exterior colours and brand of paint used originally;*
- *Brickwork capping to be repaired where needed mainly units facing John Gorton Drive;*
- *Builder agreed to reseal all tile angles and replace associated drummy tiles. Unit 31 damaged balcony tiles to be replaced. As well as damaged tiles at top of stairs. Builder is sourcing suitable*

replacement tiles Stephen Wise highlighted the exact size is critical to match, accepted there could be a slight change in colour;

- *Basement car park ceiling to have cracks injected with sealant and drip trays inspected also drains should be fitted to the trays stainless steel was a better option to the zinc that is currently used. Watergate holdings was recommended to the builder as a reliable company;*
- *Basement stairwells water entry to walls/ceilings, builder to rectify with cleaning and introduce a turn up on the outside wall with driveway;*
- *Basement exit door opens in wrong direction if it is a fire exit. Builder to confirm with the building certifier;*
- *Builder to repair reseal leakage around down pipes penetration into basement ceiling;*
- *Builder proposed to tap into the existing 300mm pipe in the garbage room to aid in heavy storm situations and to add an overflow pipe to the outside.*

Secretarial Note – The meeting agreed this was a complete list of defects and Signature Strata would reach out to Access Canberra to discuss rectification.

MAINTENANCE ISSUES

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

NEW MAINTENANCE ISSUES:

Bin Room and Basement Cleaning – these items would be reviewed once funds were available.

ONGOING MAINTENANCE ISSUES:

Lock for Bin Room – quotes have been sourced and will be reviewed by the incoming Executive committee once funds were available.

Painting of Mailboxes/Entrances - quotes were being sourced and would be discussed with the incoming Executive Committee once received.

Gutter Guard – A quote had been accepted, the current start date was predicted for late September.

MAINTENANCE CONTRACT RENEWALS:

Caretaking – this contract was being quoted and would be reviewed by the incoming Executive Committee.

Garage Door Maintenance Contract – this was being implemented with ACT Doorland.

MAINTENANCE PLAN

The Unit Titles (Management) (Meeting Agenda) Guidelines 2023 requires that the Maintenance Plan be reviewed at each Annual General Meeting.

Section 24 (2) of the Unit Titles (Management) Act 2011 states that an Owners Corporation must prepare a maintenance plan containing matters prescribed by regulation (4A).

MOTION 8: *That the Maintenance Plan be confirmed as adequate.*

MOTION CARRIED

FIRE SAFETY

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners Corporation to review provisions and compliance with the national construction code for fire safety, and at each Annual General Meeting.

All emergency and fire systems are maintained to Australia Standards 1851 by your fire control contractor, Grosvenor Engineering Group.

The compliance certificate provided by Grosvenor Engineering Group was noted.

AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

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

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

BUDGET DEBATE

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

Administrative Fund

MOTION 9: *That the proposed Administrative Fund budget of \$142,673.00 (plus GST) for the period 1st August 2025 to 31st July 2026 be adopted.*

MOTION CARRIED

Sinking Fund

MOTION 10: *That the proposed Sinking Fund Expenditure Budget of \$4,488.00 (plus GST) for the period 1st August 2025 to 31st July 2026 be adopted.*

MOTION CARRIED

Levy Contribution

MOTION 11: *That the Owners Corporation determines an Administrative Fund Levy Contribution of \$142,673.00 (plus GST) for the twelve-month period, commencing 1st August 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1st October 2025, 1st January 2026, 1st April 2026 and 1st July 2026.*

MOTION CARRIED

MOTION 12: *That the Owners Corporation determines a Sinking Fund Levy Contribution of \$36,950.00 (plus GST) for the twelve-month period, commencing 1st August 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1st October 2025, 1st January 2026, 1st April 2026 and 1st July 2026.*

MOTION CARRIED

Secretarial Note - The levy contributions due 1st October 2025 will be extended to 15th October 2025.

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 21st March 2025 and expires on 21st March 2028.

CONTRACTOR COMPLIANCE

MOTION 13: *That the services of a contractor compliance company be engaged to audit contractors to ensure compliance with insurance and licencing requirements.*

MOTION CARRIED

SERVICE CONTRACTORS

MOTION 14: *That the Executive Committee be authorised to make determinations concerning the appointment of a service contractor.*

MOTION CARRIED

ELECTION OF COMMITTEE

MOTION 15: *That the Owners Corporation determine the number of members to form the Executive Committee until the next Annual General Meeting, with the appointment of those members to take place at this meeting.*

MOTION CARRIED

It was agreed that five (5) positions would form the executive committee with three (3) nominations and two (2) casual vacancies to allow other owners to join the committee prior to the next annual general meeting with the 3 nominations comprising as follows;

Lot 3 – L Billberg, Lot 23 – D Bale, Lot 30 – C Dupont.

RULES

MOTION 16: (Special Resolution): *That the Owners Corporation adopt the Rules as attached and that they are registered under the Land Titles (Unit Titles) Act 1970.*

MOTION CARRIED

Secretarial Note – Those present agreed to update rule 1.24 "Special Privilege Rule" - Exclusive Use of Roof for Solar Panels) (5) (g) to include – "Solar panels must not be installed using scaffold framing or be angled more than 5 degrees from the horizontal (ie parallel with the current roof angle). Furthermore, the panels must not encroach onto another unit's roof space."

GENERAL BUSINESS

Front Gardens on John Gorton Drive – It was requested that the front gardens on the John Gorton side of the complex be confirmed as to whether these were common property or owners property. Signature Strata following the meeting has reviewed ACTMapi, a government mapping tool, which has confirmed the front gardens as common property. Owners must ensure they do not make changes without first seeking approval.

CLOSURE

As there was no further business, the meeting closed at 6:16pm.

MINUTES OF THE ANNUAL GENERAL MEETING 2024

OWNERS UNIT PLAN - 4391

Laurana Terraces
90 John Gorton Drive
COOMBS ACT 2611

Held on :

Monday, 03 March 2025 05:30 PM

Held at :

Civium Strata Canberra - Brindabella Room
3 Lonsdale St
Braddon ACT 2612

Or Online UP4391 AGM

Monday, March 3 · 5:30 - 6:30pm

Time zone: Australia/Sydney

Google Meet joining info

Video call link: <https://meet.google.com/hyr-pxjr-pas>

Or dial: (AU) +61 2 9051 7368 PIN: 298 037 871#

More phone numbers: <https://tel.meet/hyr-pxjr-pas?pin=8719092982554>

MINUTES OF THE ANNUAL GENERAL MEETING OF UNIT PLAN Laurana Terraces 4391

Held Monday, 03 March 2025 5:30 PM at
Civium Strata Canberra - Brindabella Room
3 Lonsdale St
Braddon ACT 2612

Or Online UP4391 AGM
Monday, March 3 · 5:30 - 6:30pm
Time zone: Australia/Sydney
Google Meet joining info
Video call link: <https://meet.google.com/hyr-pxjr-pas>
Or dial: (AU) +61 2 9051 7368 PIN: 298 037 871#
More phone numbers: <https://tel.meet/hyr-pxjr-pas?pin=8719092982554>

Present	Cameron Rhett Smith (Lot 48), Daniel Thevarul Carson (Lot 20), Dennis J Bale (Lot 23), Laila Maria Billberg (Lot 3), Lisa Walshe (Lot 33), Phillip Walshe, Scott Nicholson (Lot 7)
Civium Rep(s)	None
Proxies	Chairperson for Michael Charles Jackson (Lot 1), Chairperson for Genevieve Hye Yeong Ko & Bongho Ko (Lot 22), Chairperson for Md Sazzad Hossen & Miratun Naher (Lot 28), Chairperson for Rosemary & Clair Dupont (Lot 30), Chairperson for Michelle Anne Presneill (Lot 32), Chairperson for Francisco Javier Maganto Alvarez (Lot 34), Chairperson for Kit Laing Chang & Kon Moy Choy (Lot 4), Chairperson for Asha Nayantara Bott-Sarma (Lot 47), Chairperson for Kim Leung & Vincci Kwok (Lot 50), Chairperson for Shaun James Lyon & Han Na Lee (Lot 6)
Company Nominees	None
Apologies	None
Voting Papers	None
Other Attendees	None
CFM	None
Chairperson	Phillip Walshe

Reduced Quorum Meeting

MOTION	Motion for consideration
1	Minutes (ORDINARY RESOLUTION) It was resolved that the minutes of the previous General Meeting of the Owners Corporation, held on 19/02/2024, be confirmed as a true and accurate account of the proceeding at that meeting. Motion Carried
2	Insurance Renewal (ORDINARY RESOLUTION) It was resolved that the Owners Corporation defeat this motion and deferr it to the incumbent Strata manager a) that the Owners Corporation's insurances be confirmed, as per the attached policy contained within the agenda; and b) the Strata Managing Agent be authorised to obtain quotations prior to the current insurance policy expiry and presented to the Executive Committee for consideration. If advice from the Executive Committee is not received, the Managing Agent will proceed with the brokers recommendation. <i>Current Policy:</i> <i>Insurer: Longitude</i> <i>Building Sum Insured (BSI): \$15,000,000.00</i> <i>Excess: \$2000</i> <i>Policy Expiry: 18/10/2025</i> Motion Defeated
3	Insurance Claims (ACKNOWLEDGEMENT) It was acknowledged that the Owners Corporation does not have any open or new Insurance Claims. Motion Acknowledged
4	Appointment of Auditor (ORDINARY RESOLUTION) It was resolved that the Owners Corporation defeat this motion to appoint an auditor to audit the financial accounts for the closing financial period of the Owners Corporation to the Australian Auditor Standards and review the latest report, if obtained. NOTE: An audit report is not a requirement for UP4391, due to the size and nature of the complex and budget. Motion Defeated

5	Maintenance Issues (ORDINARY RESOLUTION) It was resolved that the Owners Corporation has no open or new Common Property Maintenance Issues as well as any maintenance contracts that may be due for renewal. <i>Note- The Chair queried if contractors stay with the building the managing agent confirmed the contracts are with the building not civium and all info would go across to the incumbent strata team.</i> Motion Carried
6	Fire Safety Review (ORDINARY RESOLUTION) It was resolved that the Owners Corporation reviewed the provision and compliance of Common Property fire safety measures in accordance with the National Construction Codes (NCC) fire safety requirements. Motion Carried
7	Consideration of Physical Building Defects (ORDINARY RESOLUTION) It was Acknowledged that the Owners Corporation current Common Property physical building structural defects had been partial addressed. The Executive Committee has sent correspondence to the builder to address the outstanding items and painting deposit to the building. Should a sufficient response not be received the Committee will escalate through Access Canberra. Motion Acknowledged
8	Financial Statements and Accounting Records (ORDINARY RESOLUTION) It was resolved that the financial statement of accounts for the financial year ending 29/11/2024 be adopted. Motion Carried

Budget (ORDINARY RESOLUTION)

It was resolved that the budget be deferred to the incumbent strata manager.

That contributions be determined:

a. To the Administrative Fund in accordance with Section 75 of the Unit Titles (Management) Act 2011 for the sum of:

Total Expenditure \$112,374.00

Total Administrative Fund Income \$112,374.00

b. To the Sinking Fund in accordance with Section 89 of the Unit Titles (Management) Act 2011 for the sum of:

Total Expenditure \$18,137.00

Total Sinking Fund Income \$39,351.00

c. That the Administrative and Sinking Fund contributions be paid in equal quarterly instalments with the instalments dates to be

1st instalment 01/03/2025

2nd instalment 01/06/2025

3rd instalment 01/09/2025

4th instalment 01/12/2025

d. That in accordance with Section 78 and 89 of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to determine additional quarterly contributions at the agreed administrative and sinking fund rate, for the next financial year should they be deemed necessary prior to the next AGM being held.

NOTE: Any questions relating to the budget should be directed to our office PRIOR to the meeting. Questions directed at the meeting may not be able to be answered.

Motion Deferred

10	Appointment of Managing Agent (ORDINARY RESOLUTION) It was resolved that the Owners Corporation of Units Plan 4391 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. Motion Carried
11	CCTY Policy (SPECIAL RESOLUTION) It was resolved that in accordance with Section 108 of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to endorse the registration of the 'Alternate Rules', with any costs associated with registration to be paid from the Administrative Fund. A copy of the proposed Alternate Rules is attached to this agenda. Motion Carried
12	Election of Executive Committee (ORDINARY RESOLUTION) It was resolved the number of seats be determined at 7 and the following members form the Executive Committee Mr P Walsh Ms C Dupont Mr D Bale Ms L Braithwaite Mr S Lyon Mr MD Sazzad Mr S Nicholson Motion Open

	General Business
	Gutter guard Quotes Two gutter guard quotes have been supplied to the Executive Committee

There being no further business the chairperson declared the meeting closed at 05:53 pm

Dated: 3 March 2025

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

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions †

A1 The Owners—Units Plan No 4391

A2 General meeting

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

03/03/2025

A3 Reduced quorum decisions

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

Date of decision 03/03/2025	Full text of reduced quorum decision As attached

A4 Owners corporation declaration

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

DATE: 06/03/2025

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



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

AF2012-112 made under the Unit Titles (Management) Act 2011, s 146
Unauthorised version prepared by ACT Parliamentary Counsel's Office

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).

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	UP4391
A2	General Meeting: Date (or dates) of general meeting at which the reduced quorum decision or decisions were made 10 / 12 / 2025 ☒ 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 below, tick ☒ and attach details to the notice
	Date of decision	Full text of reduced quorum decision
	10 / 12 / 2025	See attached Minutes
	___ / ___ / ____	
A4	Owners Corporation declaration 11 / 12 / 2025 Date of affixing of seal Signature:  Designation: Strata Manager 	

Part B. Details of reduced quorum decisions

B1 What is a reduced quorum decision?

- A reduced quorum decision is a decision of a general meeting of the Owners Corporation made while a quorum (a reduced quorum) smaller than a standard quorum was present.
- A standard quorum is those people entitled to vote (on the motion) in relation to not less than $\frac{1}{2}$ the total number of units (see UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

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

Reduced quorum decisions made at regularly-convened general meetings

- If, within $\frac{1}{2}$ 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 (3) or (6) (a), part 3.1, Schedule 3).
- At a regularly-convened general meeting, a reduced quorum means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within $\frac{1}{2}$ 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) or (6) (a), part 3.1, Schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within $\frac{1}{2}$ 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 (3) or (6) (a), part 3.1, Schedule 3).
- Such a reduced quorum (of anyone present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

B2 When does a reduced quorum decision take effect?

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

B3 How may reduce quorum decisions be disallowed?

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

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

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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



**MINUTES OF THE 2025 GENERAL MEETING OF THE
OWNERS CORPORATION OF UNITS PLAN 4391 – "LAURANA TERRACES"
JOHN GORTON DR, GUSTIN ST & WOODBERRY AVE**

DATE HELD: Wednesday 10th December 2025 at 12:30pm

VENUE: Zoom Online Meeting

PRESENT: Lot 3 – L Billberg
Lot 23 – D Bale
Lot 28 – S Hossen
Lot 33 – P Walshe
Signature Strata – J Burge

ABSENTEE VOTES: Nil.

PROXY VOTES: Lot 30 – C Dupont appointing Lot 3 – L Billberg

APOLOGIES: Lot 30 – C Dupont

CHAIRPERSON: Lot 3 – L Billberg

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

MINUTES

MOTION 1: *That the minutes of the previous annual general meeting held on 9th September 2025 are accepted.*

MOTION CARRIED

Matters arising from those minutes – Nil

INSURANCE

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

Insurance cover held by the Owners Corporation through Honan is summarised below

Insurer & Policy No:	Longitude / LNG-STR-20196186
Renewal Date:	18 th October 2026
Building Sum Insured:	\$32,210,000.00
Excesses:	\$2,000.00
Base Premium:	\$38,287.38
Underwriting Agency Fee	\$350.00
Broker Fee	\$3,828.74
GST	\$4,246.61
Signature Strata Commission	(Honan) Up to 25% of the base premium Please note Signature Strata no longer takes any commissions on insurance. Commission paid is based on the current policy, with renewal prior to transition away from nett policies.
Last insurance valuation report:	11 th June 2025

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

MOTION CARRIED

MOTION 3: *Special Resolution: That the Owners Corporation endorse the Executive Committee decision to premium fund the insurance policy for the period 18th October 2025 to 18th October 2026.*

MOTION CARRIED

INSURANCE CLAIMS

It was noted that there is one open claim on the insurance policy, relating to resultant water damage.

MAINTENANCE ISSUES

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

NEW MAINTENANCE ISSUES:

Bin rooms – It was noted that there was a large number of items being improperly disposed of in the bin rooms onsite. Signature Strata would issue a reminder notice to owners of their obligations under the rules. It was agreed that property managers would be emailed separately so that tenants could be reminded that when moving in/out anyone caught dumping would be on-charged costs for removal.

Irrigation – It was raised that the irrigation system was experiencing issues, Signature Strata to issue a work order to resolve the issues.

Extractor Fan Filters – It was noted the smell in the bin room was quite strong, the Executive Committee would confirm when the filters were last replaced and instruction Signature Strata on next steps.

Tree removal – ACT Fire and Rescue has requested a tree be removed as it was blocking access to fire assets, the Executive Committee have approved a job for this to be undertaken.

ONGOING MAINTENANCE ISSUES:

Ongoing Matters: The Executive Committee were continuing to review/action the following matters - the defects affecting common property, bin room/basement cleaning and the garden verge project

MAINTENANCE CONTRACT RENEWALS:

Caretaking contract is currently under review with the Executive Committee.

GENERAL FUND CONTRIBUTION

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

MOTION 4: *That in accordance with Section 78 (1) of the UTMA, the proposed Administrative Fund supplementary contribution of \$15,000.00 (plus GST) for the period 1st August 2025 to 31st July 2026 be accepted, and to be contributed in accordance with the unit entitlements as a once off payment being due 15th January 2026.*

MOTION CARRIED

GENERAL BUSINESS

Nil.

CLOSURE

As there was no further business, the meeting closed at 1:01pm.

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	UP4391
A2	General Meeting: Date (or dates) of general meeting at which the reduced quorum decision or decisions were made 28/05/2025 ☒ 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 below, tick ☒ and attach details to the notice
	Date of decision	Full text of reduced quorum decision
	04/06/2025	See attached Minutes
	___ / ___ / ____	
A4	Owners Corporation declaration	
	04/06/2025 Date of affixing of seal  Signature: Designation: Strata Manager	

Part B. Details of reduced quorum decisions

B1 What is a reduced quorum decision?

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

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Reduced quorum decisions—adjournment following quorum trouble

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B2 When does a reduced quorum decision take effect?

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- 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—

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- 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).

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- 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 2025 GENERAL MEETING OF THE
OWNERS OF UNITS PLAN 4391 – "LAURANA TERRACES"
JOHN GORTON DR, GUSTIN ST & WOODBERRY AVE, COOMBS**

DATE: Wednesday 28th May 2025 at 5:30pm

VENUE: 17/11 National Circuit, Barton, ACT, Australia & Via Zoom

PRESENT: Lot 3 – L Billberg
Lot 7 – D Bale
Lot 28 – S Hossen
Lot 30 – C Dunport
Lot 48 – C Smith
Signature Strata – C Fenwick, S Saini & J Burge

PROXY VOTES: Lot 33 - L & P Walshe appointing Lot 30 – C Dunport

ABSENTEE VOTES: Nil.

APOLOGIES: Lot 33 - L & P Walshe

CHAIRPERSON: Lot 3 – L Billberg

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

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

MINUTES

MOTION 1: *That the minutes of the previous annual general meeting held on 3rd March 2025 are accepted.*

MOTION CARRIED

Matters arising from those minutes - It was noted that two typos needed to be corrected, the financial year reflected as 30/11/2024 against item 8 and CCTV against item 11. Additionally, the CCTV policy motion would be considered at the 2025 AGM as the rules required re-addressing as a whole document.

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 Honan is summarised below

Insurer & Policy No:	LNG-STR 20196166
Renewal Date:	18 th October 2025
Building Sum Insured:	\$15,000,000.00
Excesses:	\$2,000.00
Base Premium:	\$17,653.56
Underwriting Agency Fee	\$350.00
Broker Fee	\$3,530.71
GST	\$2,153.43
Signature Strata Commission	Nil
Commission Schedule	Current policy placed via previous Strata Agency
Last insurance valuation report:	No valuation has been obtained since registration

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 Executive Committee be granted authority to determine the appointed Broker from the panel of Brokers nominated by the Strata Managing Agent.*

MOTION CARRIED

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

MOTION CARRIED

INSURANCE VALUATION

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

MOTION CARRIED

INSURANCE CLAIMS

It was noted that there was an open claim for the recent garage roller door incident which was with the insurer for review. The Owners Corporation will be updated of any further updates as they become available.

SINKING FUND PLAN

The Owners Corporation obtained their Sinking Fund Forecast Report on 20th February 2019 and, pursuant to Section 85 of the Unit Titles (Management) Act 2011, the Sinking Fund Forecast was required to be updated in 2023. As such, an updated report would be arranged to enable proper budgeting ahead of the AGM.

MOTION 6: *That the Owners Corporation gives consent for the Sinking Fund Forecast to be approved and accepted by the Executive Committee.*

MOTION CARRIED

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.

Damaged Turf – It was noted wild pigs have damaged the turf outside several units. Protective barriers have been installed by the gardeners whilst the affected area await repairs. The Executive Committee is exploring rejuvenation options and will contact the ACT Government to enquire about possible contribution.

Garden Verge Project - Measures to prevent cars from parking on the garden verge facing the Community Centre to preserve the landscaping and maintain amenity were discussed, with the meeting agreeing the Executive Committee would give further consideration to solutions in due course. Signature Strata will seek quotes when needed.

Gardening Tender– It was agreed to undertake a gardening tender to ensure the complex was receiving the best value for money, with the Executive Committee providing the current scope of works, Signature Strata will seek quotes and overall recommendations from gardeners, including the current gardener in the tender process.

Basement roller door repair/Maintenance contract – It was agreed that a maintenance contract for the basement roller door would be implemented and budgeted for next financial year.

Basement Cleaning – This item was raised ahead of the meeting for discussion, with Signature Strata advising the meeting there was no allowance in the current financial year, and allocation would be included in the proposed budget next FY.

Bin Room Clean – This item was raised ahead of the meeting for discussion, with Signature Strata advising there were funds to clean the bin room should they wish. Owners present agreed it was not necessary at this time, and would be reconsidered by the committee as needed.

Water Leaks- It was noted that water was leaking from common areas into unit's garages for the block of lots 28-33. The initial concern was related to drummy tiles at the front entrance area however, over the past year heavy rainfall has caused flooding events. This matter was raised with the builder through the former strata manager and whilst some repairs were carried out, the previous strata manager advised owners to take individual action due to the builder's lack of response. Owners are requested to forward any email communication regarding to this matter to Signature Strata for further review. Signature Strata will contact the development seeking confirmation of their position in terms of repair.

Gutter Guard Installation - It was noted that several units have been affected by birds nesting in the gutters, if left unresolved, these blockages may lead to water entry. The previous strata manager had obtained quotes for gutter guard installation however, the quotes were not comparable. The Executive Committee would send the quotes to Signature Strata for further review ahead of obtaining revised quotes for EC consideration. The impacted units include 16, 17, 18, 19, 20, 21, 22, 23, and 50

BUDGET DEBATE

Owing to the Owners Corporation deferring approval of a Budget at the March AGM, the purpose of this meeting is to determine a budget and levy contribution as required by legislation.

Due to the delay in holding your AGM following financial year end, owners would be required to contribute levies on a monthly basis to catch up. To combat this, it was proposed to adopt an 8-month financial year from 1st December 2024 – 31st July 2025, with a single levy being due on 1st July 2025, reducing the impact on owners whilst maintaining sufficient cash flow to meet your financial obligations.

This sees the Owners Corporation adopt a new financial year of 1 August – 31st July moving forward and allows subsequent AGM's to be held in August or September rather than being due over holiday periods. This also allows more evenly split levy contributions. Levies are payable by the agreed due date. Interest of 10% accrues on unpaid levies.

Financial Year

MOTION 7: *That the Owners Corporation agrees to adopt an 8-month financial year of 1 December 2024 to 31st July 2025.*

MOTION CARRIED

MOTION 8: *That the Owners Corporation agrees to adopt an ongoing financial year of 1 August to 31st July to start from 1 August 2025.*

MOTION CARRIED

Administrative Fund

MOTION 9: *That the proposed Administrative Fund Expenditure budget of \$25,140.00 for the period of 1st December 2024 to 31st July 2025 be adopted.*

MOTION CARRIED

Sinking Fund

MOTION 10: *That the proposed Sinking Fund Expenditure Budget of \$8,500.00 for the period 1st December 2024 to 31st July 2025 be adopted.*

MOTION CARRIED

Levy Contribution

MOTION 11: *That the Owners Corporation determines an Administrative Fund Levy Contribution of \$21,000.00 for the eight-month period, commencing 1st December 2024, to be contributed in accordance with the unit entitlements in a single sum, being due 1 July 2025.*

MOTION CARRIED

MOTION 12: *That the Owners Corporation determines a Sinking Fund Levy Contribution of \$38,186.00 for the eight-month period, commencing 1st December and to be contributed in accordance with the unit entitlements in a single sum, being due 1 July 2025.*

MOTION CARRIED

Secretarial Note - Owners presents asked that a notice be provided to all owners to explain the above, with Signature Strata confirming minutes provide such, and any questions to our office are certainly welcome and expected, but that we were also happy to provide further correspondence at the committees direction.

GENERAL BUSINESS

Bulky Waste – The meeting requested a Signature Strata to arrange a bulky waste collection. With the next available date being in late July. Signature Strata will make arrangements and issue communication to all owners.

Fire Regulations – It was noted that several units have been contravening fire regulations in the basement areas. Signature Strata will issue letters to the relevant units once identified.

Visitor Parking – It was noted visitor parking was an ongoing issue as residents were occupying the spaces on a permanent basis. This will continue to be monitored with Signature Strata sending out notices to residents as identified. Alternative options for managing visitor parking will be reviewed amongst the Executive Committee & Signature Strata.

Residents are reminded that visitor parking is not for long term use, and is available for bona fide visitors only. Additional vehicles should be parked elsewhere.

CLOSURE

As there was no further business, the meeting closed at 6:36pm.



**MINUTES OF EXECUTIVE COMMITTEE MEETING
UNITS PLAN 4391 – “LAURANA TERRACES”**

DATE & TIME: Wednesday 25th February 2025 at 5:30pm to 6:30pm
LOCATION: Zoom Online Meeting
PRESENT: L Billberg, D Bale, C Dupont
J Burge representing Signature Strata
QUORUM: A quorum was declared present, and the meeting proceeded.

MINUTES:

1. **CONFLICT OF INTEREST DECLARATION** – No conflicts to declare
2. **ACCEPTANCE OF PREVIOUS EC MINUTES** – 5th November 2025 – accepted.
3. **FINANCIAL REVIEW**
 - **Available Administrative Fund** - \$43,216.13
 - **Available Sinking Fund** - \$239,113.79
 - **Arrears** - \$3,585.65

Note – D Bale queried two matters, the Maritex invoice for replacement of electrical meter handle and the insurance recovery. It was noted the electrical meter handle had been flagged by a resident following an energy provider being unable to access the meter and it was agreed that the insurance recovery amount would be moved to the sinking fund.

4. **ONGOING ACTION ITEMS**

- **Defects** – The formal complaint with Access Canberra had been lodged however Signature Strata were yet to receive anything back on the matter's progression, this had been followed up ahead of this meeting.
- **Caretaking Tender** – The meeting agreed to progress with the quote from P&P Gardening however, agreed an onsite meeting with the contractor ahead of commencement would be beneficial to ensure the scope/expectations were accurate. Signature Strata to arrange a meeting of the EC with P&P Gardening.
- **Electricity Contract** – At the time of this meeting there was no further update on this item, D Bale would continue the review and Signature Strata would confirm if the Strata Energy Services quote was still valid. It was also noted no electricity bill had been received recently, Signature Strata to follow up.
- **Garden Verge Project** – It was agreed to discuss this with P&P Gardening during the onsite walkaround.

5. **ANY OTHER BUSINESS**

- **Bin Room Cleaning** – It was agreed to discuss this further with P&P Gardening as "bin room cleaning" was noted in their quote however it was not clear if that was the room only or if the bins were included.
- **Basement Cleaning** – It was agreed to start sourcing quotes for the basement clean.
- **Parking** – Issues with parking remained an ongoing matter, the EC agreed one unit who continued breaching the parking rules would be sent their next letter and Signature Strata would issue out a visitor parking notice as well.
- **Irrigation** – It was noted that the irrigation could now be turned back on as repairs had occurring in December. EC to organise.
- **Recycling Bin** – It was noted the improper use of the recycling bin was posing a risk to resident's health and safety, Signature to arrange notice of bin etiquette to be distributed and placed within the bin room.
- **Leak in Garage** – It was noted that investigation works had been undertaken for the unit experiencing a leak within their garage believed to be from the above courtyard. The plumber who flood tested the courtyard was unable to replicate the leak which was advice from the previous plumber who had investigated as well. Two quotes had been sourced for a drip tray to assist the owner and the meeting agreed to accept the lesser quote should the owner agree to these works.

- **Common Property Light** – It was noted a light on the common property had blown, Signature Strata to arrange Maritex to attend and rectify and complete a lighting run whilst onsite.
- **FAQ Document** – It was queried what Signature Strata send to new owners, whilst new owners receive a welcome letter and the complex rules, it was noted that providing a FAQ document to new owners might assist with communal living. Signature Strata to provide some examples to the EC for review.

Jaimii Burge
Executive Strata Manager – Signature Strata



**MINUTES OF THE EXECUTIVE COMMITTEE MEETING
UNITS PLAN 4391 – “LAURANA TERRACES”**

DATE & TIME	Wednesday 5 th November 2025 at 5:30pm
LOCATION	Zoom Online Meeting
PRESENT	L Billberg, D Bale, C Dupont J Burge representing Signature Strata
QUORUM	A quorum was declared present, and the meeting proceeded.

MINUTES:

- 1. CONFLICT OF INTEREST DECLARATION** - No conflicts of interest to declare.
- 2. ACKNOWLEDGMENT OF EC CODE OF CONDUCT** – acknowledged.
- 3. ACCEPTANCE OF PREVIOUS EC MINUTES** – 22nd July 2025 – accepted.
- 4. APPOINTMENT OF OFFICE BEARERS**
 - **Chairperson** – L Billberg
 - **Secretary** – C Dupont
 - **Treasurer** – D Bale
- 5. FINANCIAL REVIEW**
 - **Available Administrative Fund** - \$23,008.56
 - **Available Sinking Fund** - \$230,808.30
 - **Arrears** - \$3,558.14
- 6. ONGOING ACTION ITEMS**
 - **Defects** – Following agreeance from the previous EC meeting and at the AGM to proceed with lodging a formal complaint against the builder to rectify known defects, Signature Strata would reach out to ACT Government to start the process. Separate to this, an owner had raised a possible defect within their garage from the balcony above, the meeting agreed to engage with a plumber to review the matter and determine if this was a defect or maintenance related.
 - **Gardening Tender** – Three quotes had been received for the gardening tenders however, the fourth tender (being the current gardener) had still not been received. The three available quotes were discussed and agreed that two were not fit for purpose, however the third would be reviewed further offline.
 - **Lock for Garbage Room** – The quotes received for installation of a pin pad lock on the bin room were discussed and it was agreed that neither quote would proceed at this time.
 - **Electricity Contract** – It was agreed that D Bale would review the contract with the current electricity provider to confirm if they were willing to negotiate the rates in line with the rates obtained by the electricity broker Signature Strata engage (being Strata Energy Services).
 - **Painting of Mailboxes/Entrances** – It was noted the painting was now complete.
 - **Bin Room Clean** – It was agreed to put this action item on hold for the time being, the committee would provide further instructions to take this item off hold.
 - **Basement Clean** – Whilst quotes were still being sourced, it was agreed to put this action item on hold until the new year.
 - **Garden Verge Project** – It was agreed to source a quote for verge upgrades following completion of the gardening tender.
 - **Insurance Renewal** – Following the insurance renewal being received over the budgeted amount, the Executive Committee had agreed to a premium funding option to ensure the insurance did not lapse. As premium funding is considered a contract, this will require OC retrospective approval, Signature Strata will call a general meeting for December.

7. ANY OTHER BUSINESS

- **Bulky Waste** – The next available date for the complex was December 18th, the meeting agreed to book in the collection.
- **Tree Quote** – Two quotes had been obtained for removal of a tree on common property, the meeting agreed to the quote from ACT Tree Felling.
- **Parking** – Following on from the previous meeting, parking remained an ongoing issue. Signature would send the committee notices for "visitor parking only" and "no parking zone" to display on vehicles who continued to breach the OC rules.
- **Communication to Residents** – Rather than the committee keeping a contact list for residents, it was agreed that Signature would issue out all communications prepared by the committee.
- **Resident Portal** – The committee raised some concerns with the Signature Strata app, these would be reviewed offline.

As there was no further business the meeting closed at 6:55pm.

Jaimii Burge

Executive Strata Manager – Signature Strata



MINUTES OF THE EXECUTIVE COMMITTEE MEETING UNITS PLAN 4391 – “LAURANA TERRACES”

DATE & TIME	Tuesday 22 nd July 2025 at 5:30pm
LOCATION	Zoom Online Meeting
PRESENT	L Billberg, S Nicholson, D Bale, C Dupont, P Walshe J Burge representing Signature Strata
QUORUM	A quorum was declared present, and the meeting proceeded.

MINUTES:

1. CONFLICT OF INTEREST DECLARATION - No conflicts of interest to declare.

2. APPOINTMENT OF OFFICE BEARERS

- **Chairperson** – L Billberg (as P Walshe is stepping down.)
- **Secretary** – C Dupont
- **Treasurer** – D Bale

3. FINANCIAL REVIEW

- **Available Administrative Fund** - \$11,058.37
- **Available Sinking Fund** - \$227,112.02
- **Arrears** - \$6,576.20

4. ONGOING ACTION ITEMS

- **Defects** – The meeting discussed the ongoing defect issues and the rejected deed of settlement and agreed that Signature Strata would contact the ACT Government to lodge a formal complaint against the builder to rectify known defects.
- **Damaged Turf** – C Dupont had provided two options ahead of the meeting, option 1 being the gardener undertake the repair works during their scheduled hours with the only additional costs being soil/seeds and option 2 being an external contractor be appointed which would be an additional cost. The meeting agreed on option 1.
- **Gardening Tender** – Three quotes have been received for the gardening tenders however, the fourth tender (being the current gardener) had not received. This matter would be discussed offline once the fourth quote was received.
- **Basement Roller Door Repairs/Contract** – The insurance claim for the roller door had been accepted and the door was on order; residents would be notified once an install date was confirmed. The contract price would be included in the new budget.
- **Fire Regulations – Items in Car Spaces in the Basement** – All owners had been contacted regarding their items. This would be monitored, and additional communication would be sent if required.
- **Visitor Parking/Car Registration** – This matter remained an ongoing issue, however; due to other priorities would not be progressed to further at this time.
- **Lock for Garbage Room** – Quote requests had been issued for installation of a lock on the bin room, once received this would be discussed offline.
- **Infringement Notice Process** – Signature Strata spoke to the infringement process, should a unit be in breach of the rules, the unit would receive 3 warnings prior to issuing an infringement notice which would incur a \$220.00 fee to the offending unit.
- **Electricity Contract** – S Nicholson would contact the current electricity provider to confirm if they were willing to negotiate the rates in line with the rates obtained by the electricity broker Signature Strata engage (being Strata Energy Services).
- **Keys for Exhaust Fan Room & Garbage Chutes** – Signature Strata had been provided keys at handover from Civium however it was unclear if all keys were provided/had been held, Signature would attend site to confirm on the handover keys. It was also noted that the EC set held by P Walshe is now in the possession of S Nicholson.
- **Painting of Mailboxes/Entrances** – Quotes would be obtained for repainting of the mailboxes/entrances which would be discussed offline once received.
- **Gutter Guard Installation** – The quote had been accepted for the gutter guard install, residents would be notified once an install date was confirmed
- **Continued Tracking of Items** – The meeting agreed that Signature Strata could track items via their preferred method of tracking (being an excel spreadsheet).

5. OTHER ITEMS DISCUSSED AT GM

- **Garden Verge Project** – This matter remained ongoing with the Executive Committee.
- **Basement Clean** - This matter would be included in the new budget, quotes were being sourced.
- **Bin Room Clean** - This matter would be included in the new budget, quotes were being sourced.

6. AGM PREPARATION

As the General Meeting had approved changing of the financial year, the complex was almost due for an Annual General Meeting. This AGM would require the complex to undertake an audit, revise the complex rules and approve the new Sinking Fund forecast. All draft documents will be provided to the committee via email for a mid-September meeting.

7. ANY OTHER BUSINESS

Signature Communications – C Dupont raised that communications from Signature Strata were vague in their subject description. J Burge would review if any amendments could be made to be more descriptive.

As there was no further business the meeting closed at 6:31pm.

Jaimii Burge

Executive Strata Manager – Signature Strata

FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★★☆☆☆ **5.5 STARS**
in Climate: 24

SCORE: 16 POINTS

Name: Tanvi Singh Sodhi

Ref No: 46199

House Title: Unit 44, Block 2, Section 21

Date: 10-03-2026

Address: Unit 44 of 9 Gustin Street

Coombs

2611

Reference: C:\REPORTS\...\GUSTIN STREET COOMBS 44 OF 9

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	16											
Potential	31											

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

Design options	Additional points
Change curtain to	Heavy Drapes & Pelmets 15

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 44, Block 2, Section 21, Unit 44 of 9 Gustin Street, Coombs

Assessor's Name: Lindsay Collison

				Points		
Feature				Winter	Summer	Total
CEILING				12	0	12
Surface Area:	5	Insulation:	8			
WALL				0	0	0
Surface Area:	-4	Insulation:	5			
		Mass:	-2			
FLOOR				10	1	11
Surface Area:	7	Insulation:	-6			
		Mass:	10			
AIR LEAKAGE (Percentage of score shown for each element)				5	0	5
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	39 %			
Exhaust Fans	29 %	Doors	17 %			
Down Lights	0 %	Gaps (around frames)	15 %			
DESIGN FEATURES				0	1	1
Cross Ventilation	1					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				-4	-21	-25
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
NNE	13	12%	-22	27	-9	-4
SSW	2	2%	-4	2	-1	-3
WNW	12	11%	-22	15	-11	-18
Total	27	25%	-47	43	-21	-25

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

The contribution of heavyweight materials to the window score is 1 point

				Winter	Summer	Total
RATING	★★★★★☆☆			22	-19	16*

* includes 13 points from Area Adjustment

Detailed House Data

House Details

ClientName	Tanvi Singh Sodhi
HouseTitle	Unit 44, Block 2, Section 21
StreetAddress	Unit 44 of 9 Gustin Street
Suburb	Coombs
Postcode	2611
AssessorName	Lindsay Collison
FileCreated	10-03-2026
Comments	

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	Concrete Slab on ground	No Subfloor	No	No	No	Float Timb	R0.0	57.2m ²
2	Timber	NA	Yes	No	No	Float Timb	R0.0	47.3m ²
3	Timber	NA	Yes	No	No	Tiles	R0.0	13.2m ²

Wall Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Ins RValue</u>	<u>Length</u>	<u>Height</u>
1	Brick Veneer	No	R2.0	37.9m	2.4m
2	Framed: FC Sheet Clad	Yes	R2.0	26.8m	2.4m
3	Framed: FC Sheet Clad	No	R2.0	15.8m	2.4m

Ceiling Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Foil</u>	<u>Ins RValue</u>	<u>Area</u>
1	Attic - Standard	No	No	R5.0	65.8m 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	NNE	2.1m	3.2m	No	SG	ALIMPR	CW	No	0.7m	0.7m	0.0m
2	WNW	1.8m	1.2m	No	SG	ALIMPR	CW	No	0.7m	0.7m	0.0m
3	WNW	0.6m	0.6m	No	SG	ALIMPR	HB	No	0.0m	0.0m	0.0m
4	WNW	0.6m	0.6m	No	SG	ALIMPR	HB	No	0.0m	0.0m	0.0m
5	WNW	0.6m	0.6m	No	SG	ALIMPR	HB	No	0.0m	0.0m	0.0m
6	WNW	3.0m	0.6m	No	SG	ALIMPR	HB	No	0.0m	0.0m	0.0m
7	SSW	1.2m	0.9m	No	SG	ALIMPR	HB	No	0.0m	0.0m	0.0m
8	WNW	1.5m	0.9m	No	SG	ALIMPR	HB	No	1.7m	1.7m	0.6m
9	NNE	2.1m	1.8m	No	SG	ALIMPR	HB	No	0.0m	0.0m	0.0m
10	NNE	1.2m	1.8m	No	SG	ALIMPR	HB	No	0.6m	0.6m	0.0m
11	WNW	1.2m	0.9m	No	SG	ALIMPR	HB	No	0.6m	0.6m	0.0m
12	WNW	2.1m	2.1m	No	SG	ALIMPR	CW	No	1.8m	1.8m	0.3m
13	SSW	1.2m	0.9m	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>
1	NNE	2.1m	3.2m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	0.7m	0.6m
3	WNW	0.6m	0.6m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	1.5m	2.0m
4	WNW	0.6m	0.6m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	2.0m	1.5m
5	WNW	0.6m	0.6m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	2.0m	3.0m

6	WNW	3.0m	0.6m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	2.0m	4.2m
8	WNW	1.5m	0.9m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	1.7m	1.3m
12	WNW	2.1m	2.1m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	1.8m	0.6m

Zoning Details

Is there Cross Flow Ventilation ? Good

Air Leakage Details

Location Suburban
Is there More than One Storey ? Yes
Is the Stairwell Separated by Doors ? No
Is the Entry open to the Living Area ? Yes
Is the Entry Door Weather Stripped ? Yes
Area of Heavyweight Mass 0m²
Area of Lightweight Mass 0m²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	3	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	0
External Doors	1	0

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

Rater Comments

House Details

ClientName	Tanvi Singh Sodhi
HouseTitle	Unit 44, Block 2, Section 21
StreetAddress	Unit 44 of 9 Gustin Street
Suburb	Coombs
Postcode	2611
AssessorName	Lindsay Collison
FileCreated	10-03-2026

Rater Comments

MEASUREMENTS USED IN THIS ASSESSMENT

The Energy Rating recorded in this assessment is determined by assessing many elements of the structure and interior treatments including window and floor coverings. The area of external walls and windows, ceiling and floors are part of the assessment.

Some measurements used in this assessment may be nominal. Every effort is made by the assessor to accurately calculate the dimensions of property. However, often accurate and comprehensive plans indicating all dimensions of an existing property, particularly following alterations and extensions are not always available. The reader of this report should not rely on the accuracy of any dimensions used when making critical decisions relating to those dimensions. The assessor will not accept any liability should any discrepancy be revealed.

DESIGN OPTIONS

The design option suggestions to improve this energy rating may be additional to elements already in place. For example, the option to install 'Heavy Drapes and Pelmet' will take into account windows that already have Heavy Drapes and Pelmet installed. Insulation recommendations will take into account existing insulation values.

Some recommendations for improvement will not be practical in all circumstances. For example, if the dwelling is built on a concrete slab, it will be possible to install floor insulation.

DOOR SEALS AND WEATHER STRIPS

A wooden framed door is only considered to be sealed when a draft extruding device is fitted to the bottom of the door AND sealing tape or felt is fitting to the timber frame around the door opening.

WINDOW GLAZING RATIOS

Glazing areas in one direction greater than 25% of the nett conditioned floor area will reduce the Energy Efficiency Rating.

Energy Efficiency Rating **FACT** Sheet

QUICK FACTS

- Sellers of residential properties are required to provide an Energy Efficiency Rating (EER) to potential buyers. (*This is known as mandatory energy efficiency disclosure.*)
- The EER forms part of the Sale Contract and must be published in all advertising material
- The EER rating system uses computer simulations to assess the potential thermal comfort of your home. The more stars, the less likely the occupants need cooling or heating to stay comfortable.
- The ACT Government has two systems in place for Energy Ratings:
 - one is for new homes - (2nd Generation Software) and
 - one is for established homes – (1st Generation Software)

Residential Reports (and all other companies preparing reports for the sale of a property) uses 1st Generation Software.

- The consumption of energy in the home for heating, cooling, hot water or lighting and other appliances **IS NOT** considered when calculating the EER rating.
- Many aspects of solar passive designs are also not able to be accounted for in 1st Generation Software.

WHAT IS RATED?

The rating is dependent on:

- Layout of the home
- Construction of its roof, walls, windows and floor
- Wall, floor and ceiling insulations
- Orientation of windows and shading of the sun's path and local breezes
- Influence of the local climate

WHY IS THERE A DISCREPANCY BETWEEN MY OLD EER AND MY NEW EER?

- Increasingly, in a number of circumstances particularly where new homes have been rated using 2nd generation software and are being offered for sale where the rating must be conducted using 1st generation software, there can be a significant variation between the two ratings:
 - 1st generation software rates to 6 stars
 - 2nd generation software may rate up to 10 stars
- ACT Legislation currently **PROHIBITS** Inspectors from assuming insulation values which may have been the case previously. Documented proof or access for a visual sighting is now required to verify the existence and rating of insulation.

When you engage Residential Reports to complete your EER you have the peace of mind of knowing the Inspector undertaking your assessment is licensed in the ACT as a Class A Energy Assessor and your Energy Rating is calculated using software approved by the ACT Government.

Further information is available via the Environment, Planning and Sustainable Development Directorate
http://www.planning.act.gov.au/topics/design_build/design-and-siting/energy_ratings



Certificate of Currency

Policy Number BP20200022

Item 1 **The Insured:** Residential Reports Pty Ltd

Item 2 **Address:** 35 Poynton Street
HUGHES ACT 2605

Item 3 **Professional Services covered by this policy:**
Pre Purchase Building Inspections (AS4349.1)
Special Purpose Building Inspections
Energy Rating Reports
Urban Pest Management
Termite Management including inspections - existing buildings and structures (AS3660.2)
Timber Pest Inspections (AS4349.3)

Item 4 **Description of the Policy:** Professional Indemnity & Broadform Liability (CGU PIB 03-17)

Item 5 **Period of Insurance:** From 20/07/2025 To 4.00 pm on 20/07/2026

Item 6 **Particulars of Risk:**
Civil Liability Professional Indemnity

6.1 The Policy Limit is	\$5,000,000	which includes all policy sections
6.2 The Policy Excess is	\$20,000	
6.3 The Retroactive Date is	20/07/2020	

Public Liability

6.4 Sum Insured	\$20,000,000
6.5 Excess	\$2,500

Date and Place of Issue 21/07/2025 Melbourne, Victoria

Signed for and on behalf of Insurance Australia Limited ABN 11 000 016 722



Najibi Bisso, Manager

This Certificate of Currency indicates policy cover effective as at the date of issue only

PAYMENT PENDING

As per terms and conditions in the Residential
Reports Client Guarantee



Tax Invoice

Inspection Number 46199

Please ensure this number is used when making payment

5 March 2026

Tanvi Singh Sodhi

For the Property at: 44/9 Gustin Street Coombs ACT 2611

NO PAY UPFRONT FIRST RATE ENERGY EFFICIENCY RATING PACKAGE	
First Rate Energy Efficiency Inspection & Report	372.73
Access Canberra EER Lodgement Fee (no GST)	41.00
Subtotal	413.73
Total GST	37.27
TOTAL INC GST	\$451.00

Thank you for your business

We offer comprehensive Pest Management Solutions!
Call now to book your regular Pest Control Service

No Pay Package Conditions: The Residential Reports invoice must be paid on settlement or within 180 days of the date of inspection, whichever comes first. We must be notified immediately if the property is not marketed within 3 months or is withdrawn from the market and the invoice must be settled within 14 days. Failure to adhere to these terms will result in associated legal and collection fees being applied to amount due.

PAYMENT OPTIONS	
	To avoid unallocated payments please use reference number: 46199
Credit Card	Please call 6288 0402 to provide card details. Your account is not debited until the day reports are released. Providing these details as soon as possible will ensure there is no delay when reports are ready.
Direct Deposit	Account Name: Residential Reports BSB: 012-997 Account Number: 2269 05945 Reference: 46199 IMPORTANT: PLEASE ensure this unique ID is used



A PERCENTAGE OF EVERY JOB IS DONATED TO OUR WITHOUT A ROOF PROGRAM

Every year we step into hundreds of homes, yet in our region there are still so many people living without acceptable, permanent or safe shelter. A percentage from each inspection we conduct is contributed to our in-house program 'Without a Roof' and periodically donated to make small changes to this big issue. To find out more visit residentialreports.com.au

Residential Reports Pty Limited ABN 38 609 880 122

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