

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		5	995	6	165	Phillip
		and known as 5/10 Tank Street, Phillip				
Seller	Full name	Danielle Lee Mako				
	ACN/ABN					
	Address	801/2 Masson Street, Turner, ACT 2612				
Seller Solicitor	Firm	Legal On London				
	Email	lola@legalonlondon.com.au				
	Phone	02 61812000	Ref Lola Payenda			
	DX/Address	Suite 601, 39 London Circuit, Canberra ACT 2601				
Stakeholder	Name	Hive Property (ACT) Pty Ltd Trust				
Seller Agent	Firm	Hive Property (ACT) Pty Ltd				
	Email	jason@hiveproperty.co				
	Phone	0431228046	Ref Jason El-Khoury			
	DX/Address	Level 1, 4 Campion Street, Deakin ACT 2600				
Restriction on Transfer	Mark as applicable	☒ Nil ☐ section 370 ☐ section 280 ☐ section 306 ☐ section 351				
Land Rent	Mark one	☒ Non-Land Rent Lease ☐ Land Rent Lease				
Occupancy	Mark one	☒ Vacant possession ☐ Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	Fixed floor coverings, window treatments, light fittings, entertainment unit and display cabinet in the living room, as inspected.				
Date for Registration of Units Plan		Not Applicable				
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)
	Balance					☐ Deposit by Instalments (clause 52 applies)
Date of this Contract						

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- ☐ Proposed plan
- ☐ Inclusions list

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

- ☐ Inclusions list
- ☐ Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

Invoices

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

Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

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

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

Tenancy Summary

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

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

Name	Whittles Canberra Pty Ltd	Phone	02 5131 2600
Address	Unit 43/2 King Street Deakin ACT 2600		

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and Interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

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

2. Terms of payment

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

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

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

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

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

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

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

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

3. Title to the Lease

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

4. Restrictions on transfer

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

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

5. Particulars of title and submission of transfer

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

6. Buyer rights and limitations

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

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

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

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

8. Adjustments

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

9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

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

12. Additional Seller obligations

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

13. Electronic transaction

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

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

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

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

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

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

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

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

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

13.4.1 each party must:

(a) bear equally any disbursements or fees; and

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

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

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

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

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

13.5.3 the parties must conduct the Electronic Transaction:

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

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

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

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

- the Stakeholder in trust for the Seller and the Buyer;
- (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
 - (d) the decision of the arbitrator is final and binding;
 - (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;
 - (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;
 - (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
 - (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.

18. Notice to Complete and Default Notice

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

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

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

19. Termination — Buyer default

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

* Alter as necessary

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

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

20. Termination — Seller default

- 20.1 If the Seller does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term the Buyer may by notice served on the Seller either:
- 20.1.1 terminate and seek damages; or
 - 20.1.2 enforce without further notice any other rights and remedies available to the Buyer.
- 20.2 If the Buyer terminates, the Stakeholder is authorised to refund to the Buyer immediately any money paid on account of the Price.

21. Rescission

- 21.1 Unless section 15 of the Sale of Residential Property Act applies, if this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:
- 21.1.1 the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and
 - 21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses.

22. Damages for delay in Completion

- 22.1 If Completion does not occur by the Date for Completion, due to the default of either party, the party who is at fault must pay the other party as liquidated damages on Completion:
- 22.1.1 if the defaulting party is the Seller, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion;
 - 22.1.2 if the defaulting party is the Buyer, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and
 - 22.1.3 the amount this Contract says on page 2 to be applied towards any legal costs and disbursements incurred by the party not

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

- 22.2 Whether or not percentages are inserted in clauses 22.1.1 or 22.1.2 the party at fault must pay the amount specified in clause 22.1.3 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.
- 22.3 The parties agree that:
- 22.3.1 the amount of any damages payable under clause 22.1.1 or clause 22.1.2 to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion, and
 - 22.3.2 the damages must be paid on Completion.

23. Foreign Buyer

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

24. GST

- 24.1 If a party must pay the Price or provide any other consideration to another party under this Contract, GST is not to be added to the Price or amount, unless this Contract provides otherwise.
- 24.2 If the Price is stated in the Schedule to exclude GST and the sale of the Property is a taxable supply, the Buyer must pay to the Seller on Completion an amount equal to the GST payable by the Seller in relation to the supply.
- 24.3 If under this Contract a party (Relevant Party) must make an adjustment, pay an amount to another party (excluding the Price but including the Deposit if it is released or forfeited to the Seller) or pay an amount payable by or to a third party:
- 24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but
 - 24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.
- 24.4 If this Contract says this sale is the supply of a going concern:

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

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

24.4.3 the Seller must carry on the enterprise until Completion;

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

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

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

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

24.5 If this Contract says the margin scheme applies:

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

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

in respect of the sale of the Property.

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

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

25. Power of attorney

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

26. Notices claims and authorities

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

26.2 To serve a notice a party must:

26.2.1 leave it at; or

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

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

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

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

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

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

27. Unit title

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

28. Definitions and interpretation

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

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

29. Title to the Unit

29.1 Clauses 3.1, 3.2 and 3.3 do not apply.

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

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

30. Buyer rights limited

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

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

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

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

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

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

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

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

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

34. Damage or destruction before Completion

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

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

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

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

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

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

38. Rescission of Contract

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

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

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

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

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

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

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

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

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

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

52.5 If the First Instalment of the Deposit is:

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

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

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

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

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

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

53. Residential Withholding Tax

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

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

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

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

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

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

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

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

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

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

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

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

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

* Alter as necessary

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

Unit 5 UP No. 995
Block 6 Section 165 Phillip
5/10 Tank Street, Phillip ACT 2606

SPECIAL CONDITIONS

Amendments to Standard Terms

The Law Society of the Australian Capital Territory ACT Contract for Sale CS09-2021 (Pages 4-21) 'the Standard Terms' are amended as follows:

- a) Clause 2.3 deleted.
- b) Clause 2.6 deleted.
- c) Clause 17.1.1 delete '5%' and replace it with \$1,000.00; and
- d) Clause 22.1.3 deleted 'the party not at fault' and replace it with 'the Seller only'.
- e) Clause 52.3.1 delete 'by cheque'.
- f) Clause 52.3.1 delete 'by cheque'.

1. Notice to Complete

Notwithstanding any rule of law or equity to the contrary, it is expressly agreed between the Seller and the Buyer that any notice to complete given by either party to the other party under this Contract shall be sufficient as to time if a period of 14 days from the date of service of the Notice is allowed for completion.

2. Required Documents

3.1 The Buyer acknowledges they have had the opportunity to make their own enquiries and obtain their own advice regarding the matters contained in the Required Documents.

3.2 The Buyer certifies they have received the Required Documents.

3.3 The Buyer agrees not to:

- (a) raise any objection or requisition;
- (b) make any claim for compensation or damages;
- (c) delay completion; or
- (d) rescind or terminate this Contract,

as a result of anything disclosed in the Required Documents except in accordance with the Buyer's rights under the Sale of Residential Property Act.

In this clause the term "Required Documents" means the documents attached to this Contract as set out on page 5 of this Contract.

3. Condition of Property

The Buyer acknowledges that they have purchased the Property as a result of their own inspection and enquiry and the Buyer accepts the Property in its condition and state of repair as at the Date of the Contract.

The Buyer acknowledges that they cannot make a claim, requisition, rescind, terminate or delay completion, in respect of the nature, quality, state of repair and condition, latent or patent defects, dilapidation or infestation of the Property.

4. Repairs

The Buyer cannot require the Seller to carry out any repairs or works to the Property unless the repairs or works required to be carried out are specified in these Special Conditions or are required by law.

5. Keys

The Seller will supply all keys in the Seller's possession or controls in respect of the Property to the Buyer on Completion. The Buyer will make no objection, requisition or claim for compensation whatsoever in relation to any keys in respect of the Property.

6. Death or Incapacity

Should either party die, become insolvent or otherwise lose their capacity then either party may by written notice to the other part rescind this Contract, provided the party giving the notice is not in default, and the provisions of Clause 21 of the Standard Terms will apply.

7. Representations and Warranty

The Buyer acknowledges that they do not rely on any representation, statement, warranty, condition or promise made by or on behalf of the Seller except as stated in this Contract or where implied by legislation, at law or in equity and cannot be excluded.

8. Asbestos

9.1 Seller Warranty

The Seller warrants that all relevant information concerning the presence of asbestos in the Property in the Seller's possession will be made available to the Buyer for the purposes of this Contract.

Despite Special Condition 9.1, the Seller does not warrant that the Property is free of any form of asbestos.

9.2 Buyer Warranty

In entering into this Contract, the Buyer warrants and acknowledges that they have made and relied on their own enquiries as to whether any form of asbestos is present in the Property and the consequences of the presence of any asbestos on the Property and will

make no claim, requisition, rescind, terminate or delay Completion, in respect of the existence or discovery of asbestos on or in the Property.

9.3 ACT Government Asbestos Website

The Buyer acknowledges that they have been referred to the website www.asbestos.act.gov.au .

9. Agency Clause

The Buyer warrants that the Buyer has not been introduced directly or indirectly to the Property or the Seller by any agent other than the Seller's agent referred to in this Contract, and indemnifies the Seller against any claim for compensation, damages and other actions which may be brought by any other agent in respect of this sale.

This Agency Clause shall survive completion, termination or rescission of this Contract.

10. Related or Associated Party Transactions

In the event where the sale of this Property is considered a Related or Associated Party Transaction, it is the Buyer's responsibility to ensure that all statutory requirements are satisfied prior to settlement.

The Buyer agrees to pay all costs arising from any Related or Associated Party Transactions and do such things as may be reasonably required to ensure settlement is finalised on or before the completion date.

In the event where the sale of this Property requires a full property valuation report by a certified practising valuer, the Buyer agrees to pay the cost of the full property valuation report and any other associated costs.

The Seller agrees to assist the Buyer in meeting the requirements arising from any Related or Associated Party Transaction.

11. Adjustments

If Completion does not occur by the Date for Completion due solely to the delay or default of the Buyer, then the adjustments of all Land Charges, excluding Income, under Clause 8 are to be effected on the Date for Completion rather than the actual date Completion occurs.

12. Special Conditions Essential and Prevailing

These special conditions are essential terms of the Contract and where an inconsistency exists between the Standard Terms of the Contract and these Special Conditions, these Special Conditions shall prevail.

Volume 1366 Folio 25 Edition 5

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Phillip Section 165 Block 6 on Deposited Plan 7960 with 11 units on Unit Plan 995

Unit 5 (Class A) entitlement 8 of 100, 2 subsidiaries

Lease commenced on 22/02/1994, terminating on 21/11/2090

Proprietor

Danielle Lee Mako

36/210 Newman-morris cct, Oxley Act 2903

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
04/08/2020	3016555	Mortgage to National Australia Bank Limited (ACN: 004 044 937)

End of interests

Volume 1366 Folio 20 Edition 1

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Phillip Section 165 Block 6 on Deposited Plan 7960 with 11 units on Unit Plan 995

Lease commenced on 22/02/1994, terminating on 21/11/2090

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 995

A.C.T. Strata Management Services, PO Box 3208,, Weston Act

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
17/03/1994	890252	Special Resolution Altering Articles
12/03/1997	1027876	Special Resolution Altering Articles
03/04/2007	1518581	Application to Note Special Resolution
30/04/2013	1855591	Application to Note Special Resolution - Refer Instrument

End of interests



ACT
Government

Justice and Community Safety

OFFICE OF R
ACT Justice and Commur



SR\$1855591

23/04/2013 10:16:17 CROWG

1855591

**SPECIAL RESOLUTION
BY OWNERS CORPORATION**

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

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

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1366:20	PHILLIP	165	6	995

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

Default Rules- Article 13- Insurance Excess

SUPPORTING DOCUMENTATION

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

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

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)

The Common Seal of the Owners Units Plan: 995
ABN: 59 747 408 717 was affixed in the presence of an
authorised person.



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

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

OFFICE USE ONLY

Lodged by	<i>[Signature]</i>	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by	<i>[Signature]</i>		
Registered by	<i>[Signature]</i>	Registration Date	30 APR 2013

The Owners of the Units Plan No 995 hereby request the Registrar of Titles to note that at the Annual General Meeting of the Owners held in Canberra on the 29 January 2013 it was resolved by Special Resolution to make the following changes.

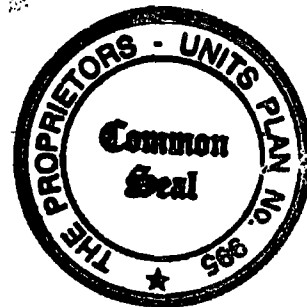
A true copy of that Special Resolution is as follows:

Article 13 Insurance Excess

Resolved to add the following Rule:

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

Carried (no dissent noted)



Unit Titles (Management) Act 2011- Form 1

NOTICE OR REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners-Units Plan No 995
A2 General Meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made- 29/1/13

Tick applicable box, or both boxes if applicable:

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

☐ Convened after
adjournment
The general meeting was convened
following an adjournment or
Adjournments (under UTMA
s3.9 (3) or (6) (a), part 3.1,
schedule 3).



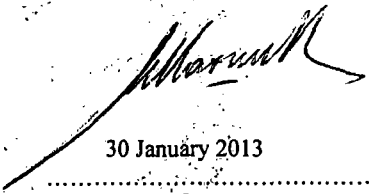
A3 Reduced quorum decisions

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

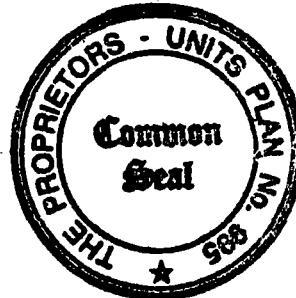
Date of Decision	Full text of reduced quorum decision
29 January 2013	See attached Minutes

A4 Owners corporation declaration

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


30 January 2013

Date



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

NOTICE OF REDUCED QUORUM DECISIONS

Part B

General Information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions-adjournment following quorum trouble

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

B2 When does a reduced quorum decision take effect?

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

B3 How many reduced quorum decisions be disallowed?

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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



**MINUTES OF THE ANNUAL GENERAL MEETING
FOR THE OWNERS UNITS PLAN NO 995
HELD TUESDAY 29 JANARY 2013
OFFICE OF ACT STRATA MANAGEMENT SERVICES
5 LYONS PLACE, LYONS ACT**

The meeting commenced at 6.00 pm.

Present

Ms S Hledik Unit 8

Stephen Maxwell - A.C.T. Strata Management Services

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

Chairperson

Resolved that Ms Hledik be Chairperson for the meeting. **Carried.**

Proxies

Resolved to accept the following proxies:

Mr P & Ms P Wild	Unit 2	F/O	Chairperson
ACT Housing	Unit 5	F/O	Chairperson



Carried.

Minutes of the previous Annual General Meeting

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

Matters Arising from the previous Annual General Meeting

All matters have been attended to.

Financial Report

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

Insurance

Motion 3a: Resolved that the existing building insurance held by the Corporation be renewed and increased as suggested by the insurance company at renewal. **Carried.**

Motion 3b: Resolved to add the following Rule:

'That any excess payable on an Owners' Corporation insurance claim is the responsibility of the relevant owner of the unit to which the claim is related, unless the Owners Corporation determines otherwise. If the insurable claim is due to the failing of the Owners' Corporation common property, then the excess is the responsibility of the Owners Corporation. **Carried by Special Resolution (no dissent noted).**

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

Expenditure

Motion 4a (Amended): Resolved that the proposed Administration Fund expenditure budget of \$24 360 for the period 1/01/13 to 31/12/13 be accepted. **Carried.**

The meeting discussed the current condition of balcony railings. The Manager advised painting was programmed for 2014 under the Sinking Fund Plan. After discussion it was agreed that it would be prudent to bring forward the balcony railings component of the painting expenditure and that the Manager makes necessary arrangements for their painting.

Motion 4b (Amended): Resolved that a Sinking Fund Expenditure budget of \$5 000 for painting of balcony railings during the period 1/01/13 to 31/12/13 be accepted. **Carried.**

Revised Budget Attached.

Levies

Motion 5a: Resolved that the Corporation strike an Administration Fund levy of \$24 000 for the period 1/07/13 to 30/06/14 and be contributed by members in accordance with their Unit Entitlements. Levies to be paid half yearly in advance. **Carried.**

Motion 5b: Resolved that the Corporation strike a Sinking Fund levy of \$5 000 for the period 1/07/13 to 30/06/14 and be contributed by members in accordance with their Unit Entitlements. Levies to be paid half yearly in advance. **Carried.**

Levy Schedule Attached.

Executive Committee

Resolved that all owners form the Executive Committee for the ensuing year. **Carried.**

General Business

General Maintenance: A numbers of general maintenance issues were raised including ensuring the caretaker keeps common property drains clear of debris, cleaning of inaccessible windows and trimming of trees. The Manager agreed to have these matters attended to and paid from the general maintenance budget allocation.

Alteration to Unit 8: The owner of Unit 8 sought Body Corporate approval to make the following alteration to her Unit:

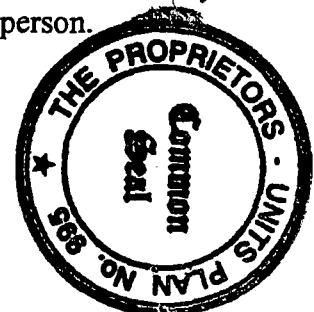
- Install a Split System Reverse Cycle Fujitsu Air-conditioning Unit model ASTG024, the outdoor sound level is within accepted EPA guidelines,
- The Unit will be located on wall right of the front door, with the outdoor unit positioned on condenser brackets near the balcony.

Resolved that approval be granted for the owner of Unit 8 to proceed with these works subject to the following conditions:

- All work being in accordance with requirements of any applicable Territory Law.
- All work to be carried out by appropriately qualified tradesperson.

Carried.

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



**A.C.T. STRATA
MANAGEMENT SERVICES**

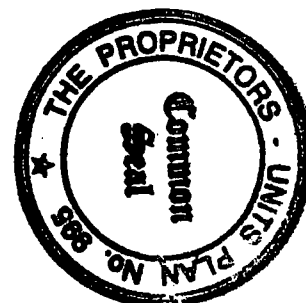
**Approved Budget
to apply from 01/01/2013**

The Owners Unit Plan No 995

The Strand, 10 Tank Street, PHILLIP ACT 2606

Administrative Fund

	Approved budget
Revenue	
Insurance Claims	1,500.00
Interest-Bank	360.00
Levies Due-Admin	24,000.00
<i>Total revenue</i>	<u>25,860.00</u>
Less expenses	
Admin-Bank Charges	35.00
Admin-Management Fees-Schedule A	2,475.00
Admin-Management Fees-Schedule B	250.00
Insurance-Premiums	6,200.00
Maint Bldg-Caretaker	4,500.00
Maint Bldg-Electrical	150.00
Maint Bldg-Electrical Lamps & Tubes	150.00
Maint Bldg-General Repairs	2,000.00
Maint Bldg-Glass	300.00
Maint Bldg-Gutters & Downpipes	1,500.00
Maint Bldg-Intercom	150.00
Maint Bldg-Plumbing & Drainage	1,000.00
Maint Bldg-Roof	1,000.00
Utility-Electricity	1,000.00
Utility-Rubbish Removal	250.00
Utility-Water Usage	3,400.00
<i>Total expenses</i>	<u>24,360.00</u>
Surplus/Deficit	<u>1,500.00</u>
Opening balance	(1,674.15)
Closing balance	<u><u>-\$174.15</u></u>
 Total units of entitlement	 100
Levy contribution per unit entitlement	\$240.00



Sinking Fund

	Approved budget
Revenue	
Levies Due—Sinking	5,000.00
<i>Total revenue</i>	<u>5,000.00</u>
Less expenses	
Maint Bldg—Painting & Surface Finishes	5,000.00
<i>Total expenses</i>	<u>5,000.00</u>
Surplus/Deficit	<u>0.00</u>
Opening balance	10,525.33
Closing balance	<u><u>\$10,525.33</u></u>
Total units of entitlement	100
Levy contribution per unit entitlement	\$50.00



				Units Plan No 995		
				Levy Contributions		
Administration Levy	\$	24,000.00				
Sinking Fund	\$	5,000.00				
Total	\$	29,000.00				
Unit No	Unit Entitlements	Admin per half	Sinking per half	Total per half	Total pa	
1	8	\$ 960.00	\$ 200.00	\$ 1,160.00	\$ 2,320.00	
2	8	\$ 960.00	\$ 200.00	\$ 1,160.00	\$ 2,320.00	
3	8	\$ 960.00	\$ 200.00	\$ 1,160.00	\$ 2,320.00	
4	8	\$ 960.00	\$ 200.00	\$ 1,160.00	\$ 2,320.00	
5	8	\$ 960.00	\$ 200.00	\$ 1,160.00	\$ 2,320.00	
6	11	\$ 1,320.00	\$ 275.00	\$ 1,595.00	\$ 3,190.00	
7	10	\$ 1,200.00	\$ 250.00	\$ 1,450.00	\$ 2,900.00	
8	8	\$ 960.00	\$ 200.00	\$ 1,160.00	\$ 2,320.00	
9	10	\$ 1,200.00	\$ 250.00	\$ 1,450.00	\$ 2,900.00	
10	10	\$ 1,200.00	\$ 250.00	\$ 1,450.00	\$ 2,900.00	
11	11	\$ 1,320.00	\$ 275.00	\$ 1,595.00	\$ 3,190.00	
Total	100	12000	2500	14500	29000	



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



SR\$1518581

29/03/2007 16:03:54 GUESL

1518581



SR

Form 094

SPECIAL RESOLUTION

Lodging Party ACT Strata
Management Services
Box Number

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

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

1. LAND

Vol:Fol	District/Division	Section	Block
1366:20	Phillip	165	6

2. UNITS PLAN NUMBER

995

3. DETAILS OF AMENDMENT

Alterations to Article 4 of Alterations + Erections A

4. SUPPORTING DOCUMENTATION

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

5. DATE

29th April 2003

6. EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL

Executed by David Edwin Bowditch
Affixed in the presence of



By being signed by:

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

Signature	
Full Name (Block Letters)	
Address	
Office Held	

7. OFFICE USE ONLY

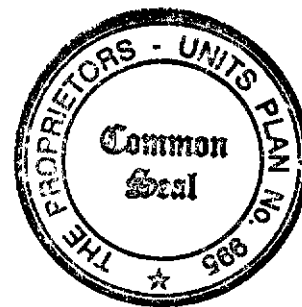
Lodged by	<i>J</i>	Certificates Lodged	
Data Entered by	<i>1</i>	Attachments Lodged	
Examined by		Certificate of Title Lodged	<i>On</i>
Registered by	<i>J</i>	Registration Date	3/4/07

ALTERATION OF DEFAULT ARTICLES.

The Owners of the Units Plan No 995 hereby request the Registrar of Titles to note that at a General meeting of the Owners held in Canberra on the 22 April 2003 it was resolved by Special Resolution was carried. A true copy of that Special Resolution is as follows:

Article 4 Erections and Alterations

- (1) (a) It was resolved to replace the word "unopposed" with the word "special".



**MINUTES OF THE ANNUAL GENERAL MEETING
FOR THE PROPRIETORS UNITS PLAN NO. 995**

Held Tuesday 22 April, 2003

**At Office of A.C.T. Strata Management Services
1st Floor Cooleman Court, WESTON ACT**

The meeting commenced at 6.30 pm.

Present

Mrs J Brandon	Unit 4
Mrs S Hledik	Unit 8
Mr E Hurt	Unit 10

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

Chairperson

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

Proxies

There were no proxies.

Apology

Mr Cooper

Minutes of Previous Annual General Meeting

Minutes of the previous AGM held 11 April 2002 had been circulated to all members following that meeting. It was **resolved** that these minutes as circulated were a true record of that meeting. **Carried.**

Matters Arising from Previous Annual General Meeting

All matters have received attention.

Financial Report

Copies of the Statement of Receipts & Payments for the period 01/01/02 to 31/12/02 had been circulated to all members with the notice for this meeting. This was debated.

Electricity and Water

Only accounts for three quarters were received during the period under review.

Water Usage is the cost of water which is for all water used in the complex, be it to make a cup of tea, wash or water the garden.

Maintenance Electrical \$781.71

The main part of this account was for the installation of power points in the stairwells as agreed at the previous AGM.

Sinking Fund

Balance of Sinking Fund is only \$ 608.30, where as previous budget stated \$ 1320 was to have been contributed for this fund. The other \$ 712 was included in the Administrative Fund. It was **resolved** to transfer \$712 to the Sinking Fund to keep it in line with budget. **Carried.**

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



Currently the Corporation has the following Insurance cover:-

Company:	CHU
Building:	\$ 1 809 500
Loss of Rent :	\$ 271 425
Public Liability:	\$10 000 000
Workers Compensation:	As per Act

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

Budget Expenditure

Details of proposed expenditure for the 01/01/03 to 31/12/03 had been circulated to all members with notice of this meeting. All items were debated.

It was **resolved** that up to \$13 180 be expended from the Administration Fund for the period 01/01/03 to 31/12/03. **Carried.**

Levies

It was **resolved** that levies of \$14 500 per annum (\$13 180 Administration/ \$1 320 Sinking Fund) be contributed by members in accordance with their Unit Entitlements to cover the period 01/01/03 to 31/12/03. Levies to be paid half yearly in advance. **Carried.**

Contribution Schedule:

Units	Unit Entitlements	Admin Fund 01/01/03 to 31/12/03	Sinking Fund 01/01/03 to 31/12/03	Total Contributions 01/01/03 to 31/12/03
	Total Entitlements 100	Annual/Half Yearly	Annual/Half Yearly	Annual/Half Yearly
1, 2, 3, 4, 5, 8	8	\$1054.40/\$527.20	\$105.60/\$52.80	\$1160.00/\$580.00
6, 11	11	\$1449.80/\$724.90	\$145.20/\$72.60	\$1595.00/\$797.50
7, 9, 10	10	\$1318.00/\$659.00	\$132.00/\$66.00	\$1450.00/\$725.00

Due dates: 15/01/03 15/07/03

Appointment of Managing Agent

It was **resolved** that A.C.T. Strata Management Services be appointed for a further term at a fee of \$1 000 (inclusive of GST). **Carried.**

Executive Committee

It was **resolved** the following members form the Executive Committee for the ensuing year:- Mrs Brandon, Mrs Hledik, Mr Cooper and Mr Hurt. **Carried.**

Special Resolution- Default Articles

As set out in the Unit Titles Act 2001 was a set of Default Articles which if adopted would replace the Articles of the 1970 Act. These Articles were debated.

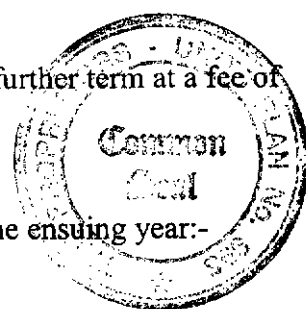
Article 4 (1) (a). It was **resolved** to replace the word "unopposed" with the word "special" **carried.** It was further **resolved** to accept the Default Articles with the one amendment **carried by all present, no member opposed the motion.** The Special Resolution was **carried.**

General Business

1. Painting

The outside of the building is in need of painting as is the stairwells. This matter was debated. It was **resolved** the painting be staged, paint the outside of one building this year with the other being painted the following year and the inside at a later date. **Carried.**

Following further debate it was **resolved**, at the appropriate time, say October /November to paint the larger building this year. **Carried.**

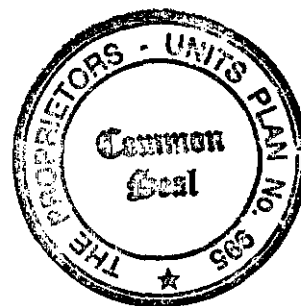


he

2. Hammering in Water System

It was reported that over recent times a "hammering sound" in the water pipes has developed. This matter was debated. Several solutions were offered. From other experiences this has been caused by worn or faulty solenoids in a washing machine. It was suggested that all residents be requested, when their washing machine is not being used, to turn the taps to their water off and turn the power off. This has been known to over come the problem. A letter to be sent to all owners requesting them to take this action and to have their tenants adhere to this practice.

There being no further business the meeting closed at 7.15 pm.



NOTICE OF REDUCED QUORUM DECISION

Unit Titles Act 2001

A1. The Owners - Units Plan No.995

A2. General Meeting

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

22 April 2003

Regularly convened

✓ The annual General Meeting was regularly convened (not following an adjournment under UTA s99 (3) or (6) (a))

Convened after adjournment

The Annual General Meeting was convened following an adjournment or adjournments (under UTA s99 (3) or (6) (a))

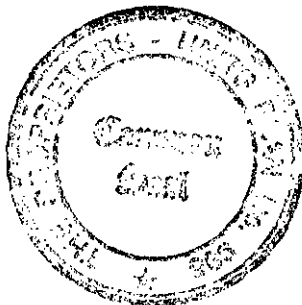
A3. Reduced quorum decisions

See attached minutes of meeting 22 April 2003

A4. Owners Corporation Declaration

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

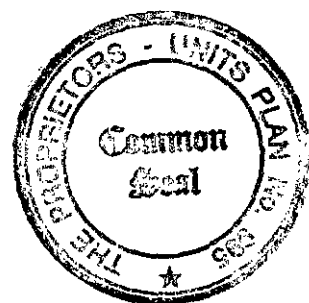
Common Seal



Handwritten signature

23/04/03

Date



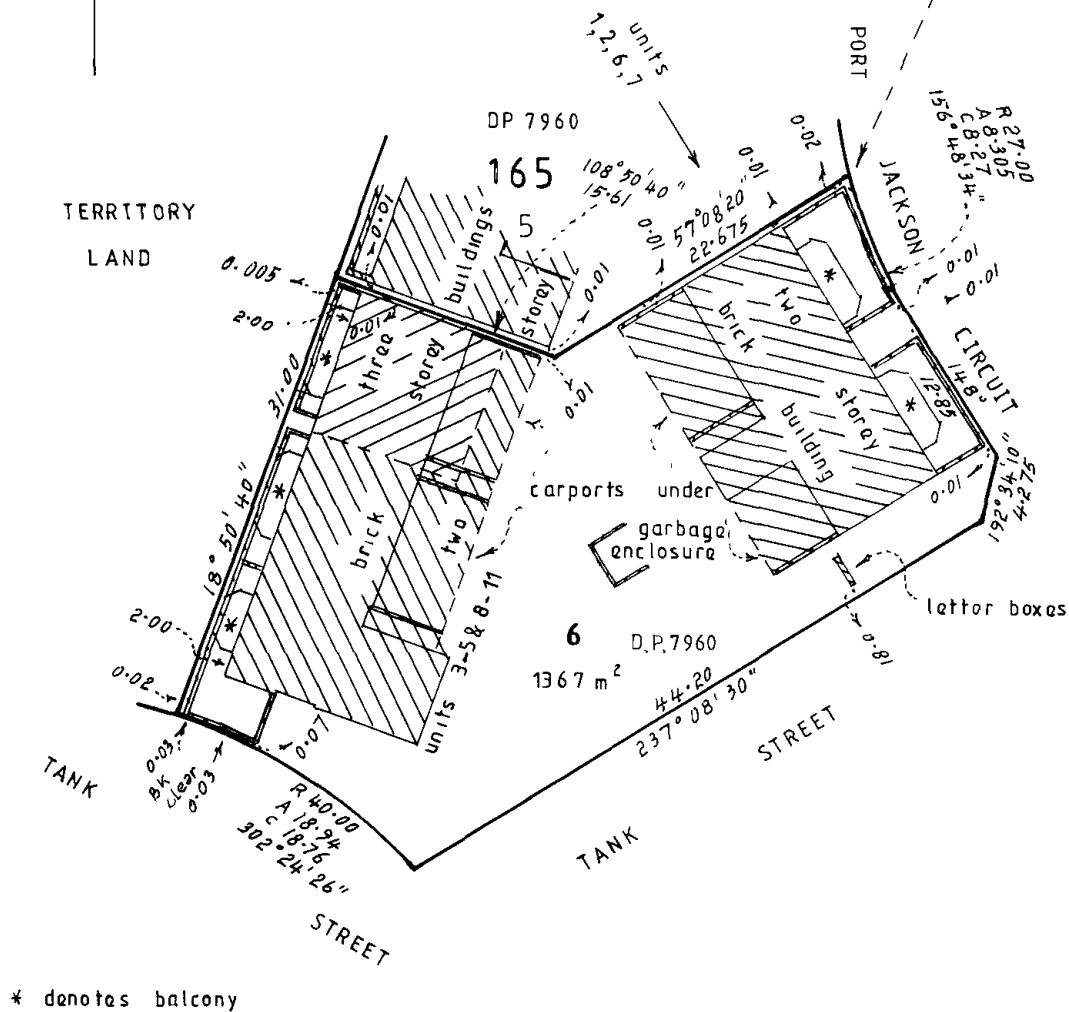
UNITS PLAN No. 995

BLOCK 6 SECTION 165 DIVISION OF PHILLIP

diagram not to scale

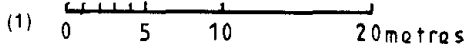
corner of
brick pillar
0.09

0.01
face of
brick wall



* denotes balcony

SCALE 1 : 400



C. R. Samundsett
Registered Surveyor

The Common Seal of ELLSMERE
HOLDINGS PTY LIMITED
was hereto affixed
by authority of the Board
of Directors in the
presence of

Applicant

Delegate of the ~~Minister~~ Minister

XUP 14820

FORM 1

Real Property (Unit Titles) ~~Ordinance~~ ^{Act} 1970UNITS PLAN NO. ⁹⁹⁵

Block 6 Section 16.5 Division of PHILLIP
 Register Book Volume 1215 Folio 25 Deposited Plan No 7360

Address of the Corporation for service of documents C/O. CAPITAL REAL ESTATE
 FRANKLIN ST. MANUKA A.C.T. 2603

1. Colin Samundsett of P.O. Box 3345 MANUKA ACT 2603

a surveyor registered under the Surveyors ~~Ordinance~~ ^{Act} 1967, hereby certify that

- 1 the survey represented on this plan is accurate and has been made by me ~~or under my immediate supervision~~ in accordance with the Survey Practice Directions 1987 and was completed on 17.12.1993
- 2 the diagram on sheet(s) 1, 4-7 shows
 - (a) the boundaries of the abovementioned parcel of land,
 - * (b) ~~the boundaries of each unit that is a Class B unit as defined in the Unit Titles Ordinance 1970 into which the parcel is to be subdivided;~~ ^{Act}
 - # (c) the boundaries at ground level, or projected to ground level, of the extremities of each building or building in the course of erection on the parcel.
- #3. each building or building in the course of erection on the parcel is wholly within the parcel
- #4. where part of a wall or part of a building or material attached to either encroaches beyond the boundaries of the parcel -
 - (a) all units and unit subsidiaries shown in the diagram are wholly within the parcel,
 - (b) the diagram clearly indicates the existence of the encroachment and its nature and extent, and
 - (c) where the encroachment is onto land, other than a public place within the meaning of the Roads and Public Places ~~Ordinance~~ 1937, that an appropriate easement has been granted and registered as an appurtenance to the parcel.

Dated this twentieth day of December 1993

C. R. Samundsett
 Surveyor, Registered under the
 Surveyors ~~Ordinance~~ ^{Act} 1967

* Delete if not applicable

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

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

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

Dated this Twenty first day of February 1994

Elaine Forsyth
 E FORSYTH
 Minister for the Arts, Sport, the
 Environment, Tourism and Territories
 Delegate of the Minister

Registered by me on the twenty-second day of February 1994
 at o'clock in the noon, the number allocated to
 the Units Plan being 995

The terms of the leases of the units and the lease of the common property expire on the twenty-first
 day of November 2090

P. A. Rowe
 P. A. ROWE
 DEPUTY REGISTRAR-GENERAL
 Registrar of Titles

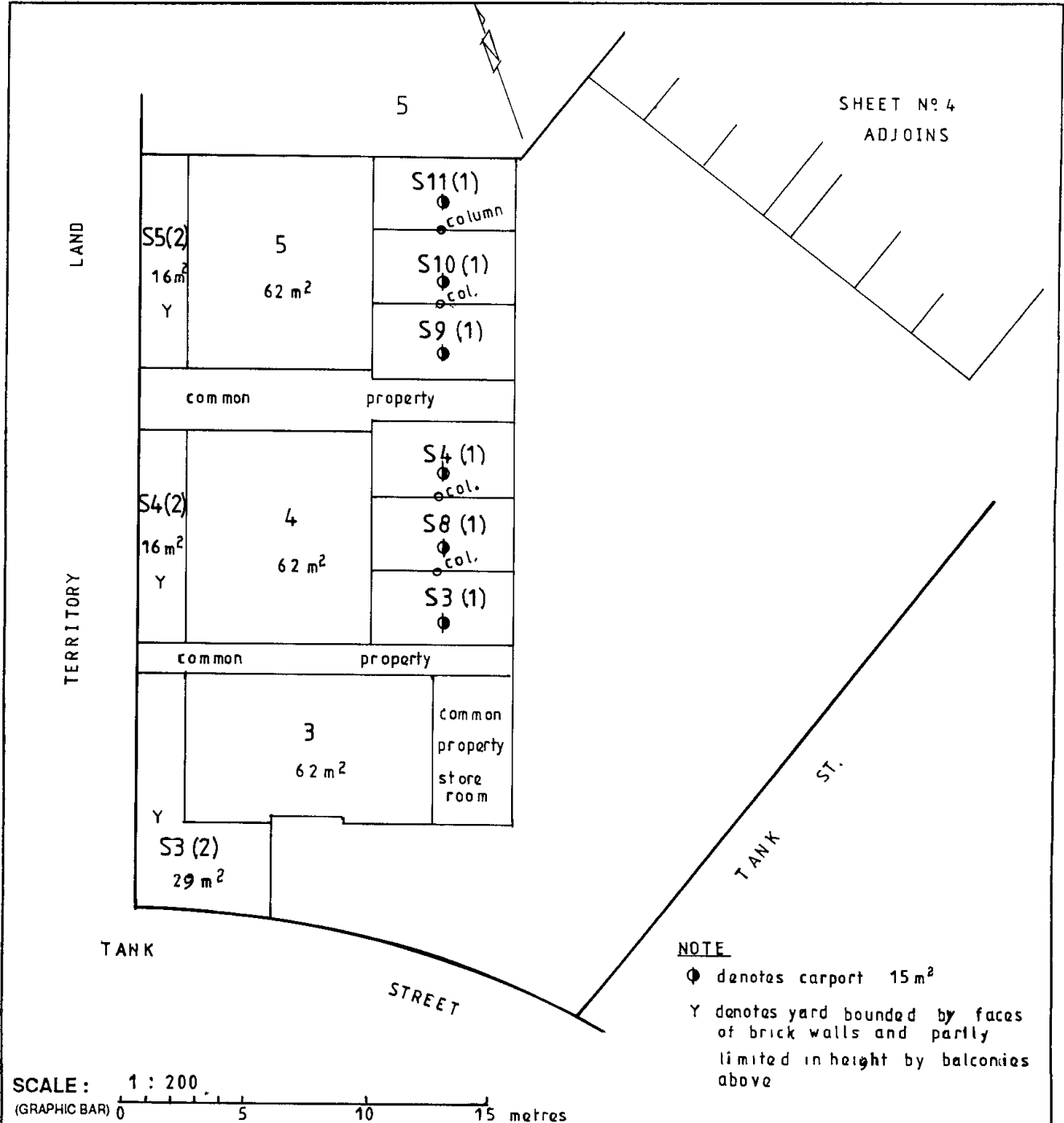


Christa Taylor
*1. **DR. CHRISTA TAYLOR**
Delegate of the Minister

UNITS PLAN No 995

1. LAND

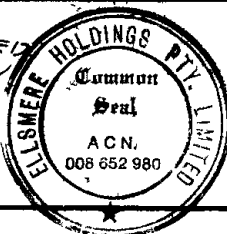
DISTRICT/DIVISION	SECTION	BLOCK
PHILLIP	165	6

2. FLOOR NUMBER - GROUND3. FLOOR PLAN (Please indicate class of Units ie. Class "A" or Class "B") CLASS A UNITS

3. EXECUTION

The Common Seal of **ELLSMERE HOLDINGS PTY. LIMITED** was hereunto affixed by authority of the Board of Directors in the presence of:

Applicant



Christine Forsyth

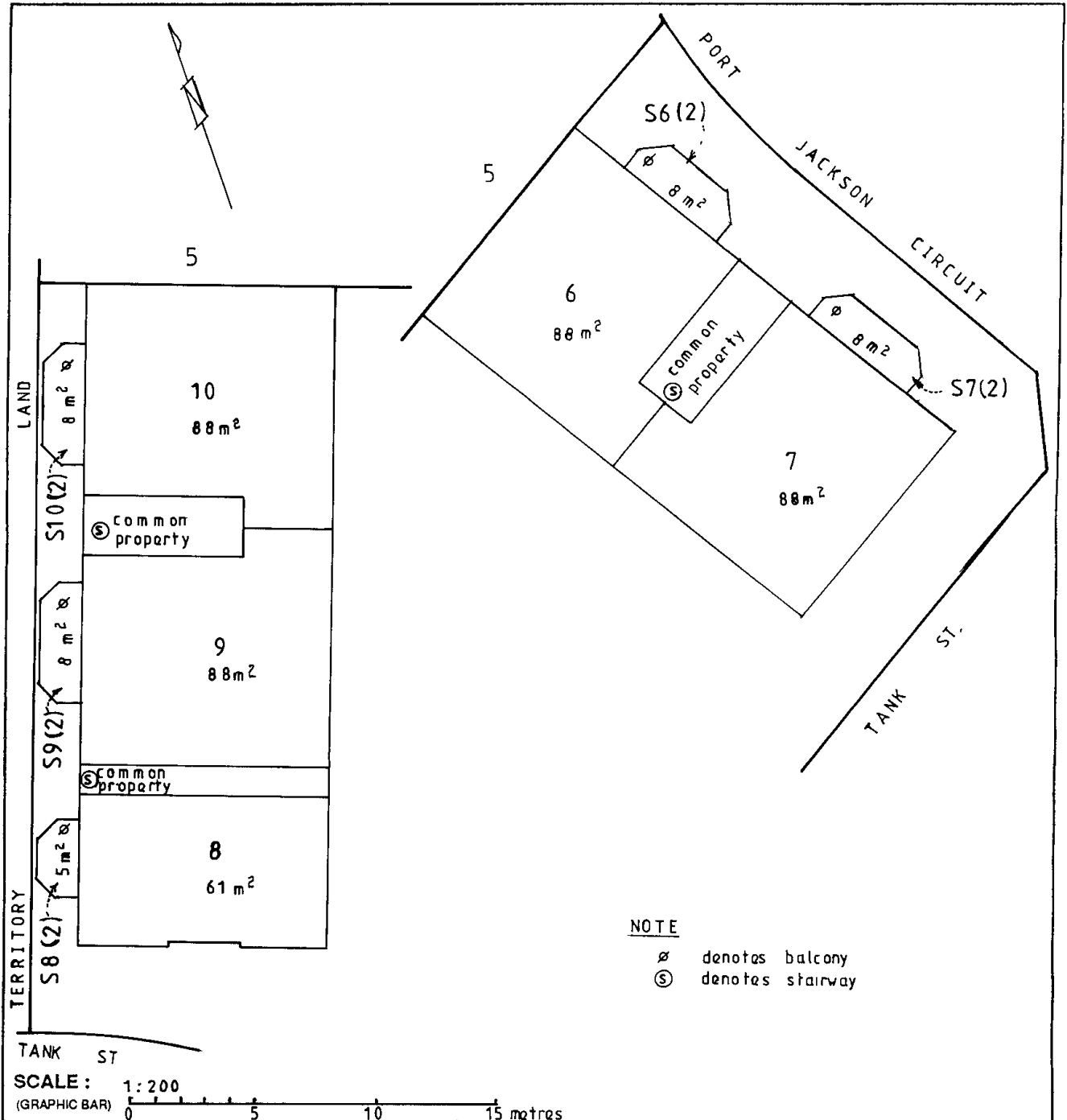
CHRISTINE FORSYTH
Delegate of the Minister

995

DISTRICT/DIVISION	SECTION	BLOCK
PHILLIP	165	6

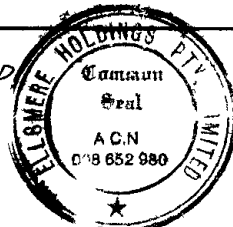
F I R S T

CLASS A UNITS



The Common Seal of ELLSMERE
HOLDINGS PTY LIMITED
was hereunto affixed by
authority of the Board
of Directors in the
presence of:

Applicant



Christa Torzky

CHRISTINE FORSYTH
Delegate of the Minister

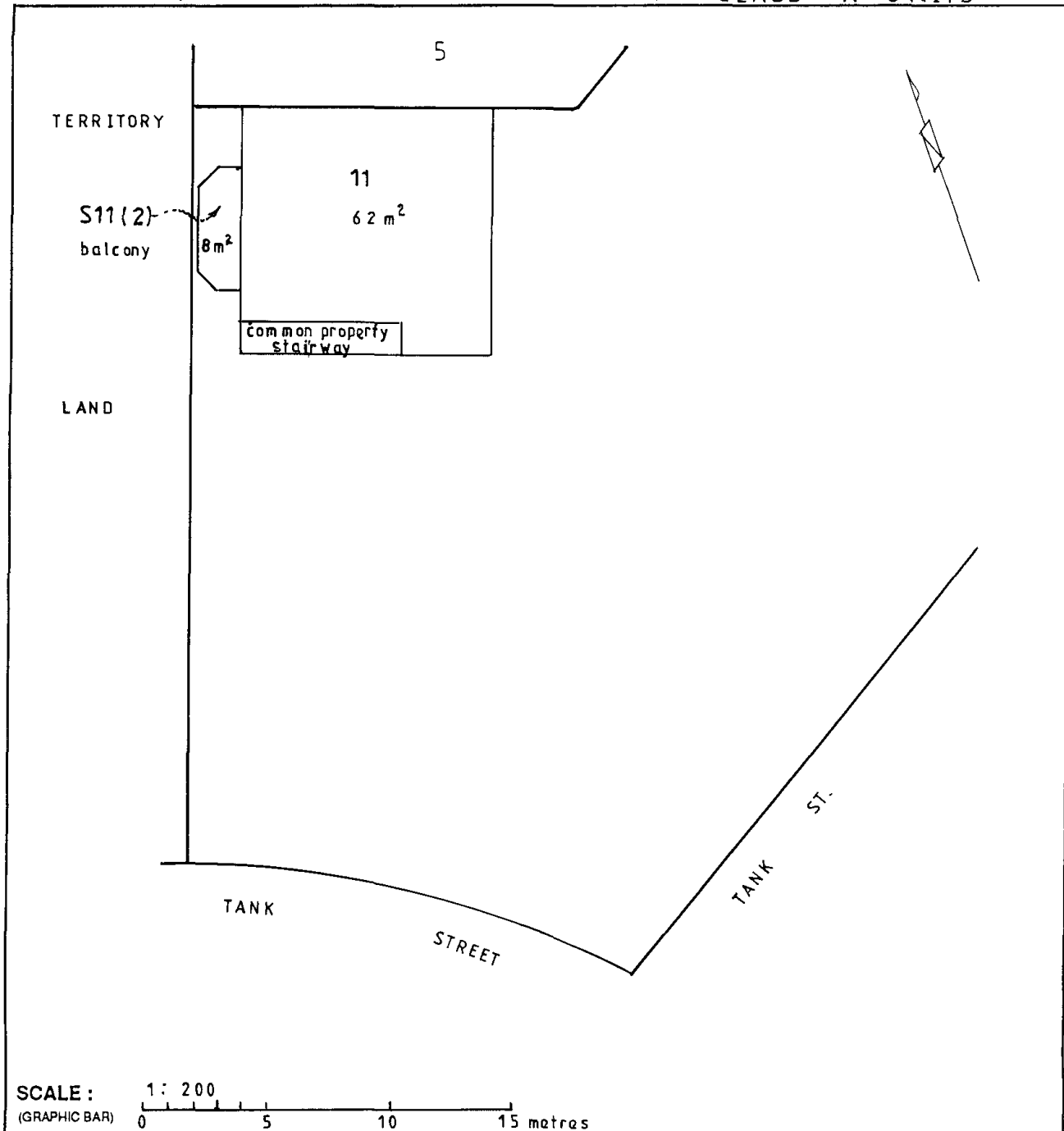
UNITS PLAN No 995

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
PHILLIP	165	6

2. FLOOR NUMBER - SECOND

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



3. EXECUTION

The Common Seal of ELLSMERE HOLDINGS PTY LIMITED was hereunto affixed by authority of the Board of Directors in the presence of:

[Signature]
Applicant



[Signature]

CLIFF FORSYTH
Delegate of the Minister

FORM 4

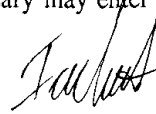
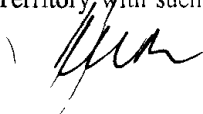
Real Property (Unit Titles) Act 1970

UNITS PLAN NO: 995

Block 6 Section 165 Division of PHILLIP

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

1. The term of the lease of each of the units expires on the twenty first day of November Two Thousand and ninety.
2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.
3. Each of the Lessees of Units Nos. 1-11 inclusive covenants with the Commonwealth of Australia (hereinafter called "the Commonwealth") in respect of his relevant unit as follows:
 - (a) to pay to the Territory at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Territory relating thereto and served on the Lessee;
 - (b) to use the unit for residential purposes only as a single unit private dwelling house;
 - (c) not to use any unit subsidiary to that unit as a habitation;
 - (d) not to make any structural alterations to the unit or any unit subsidiary thereto without the previous approval in writing of the Territory;
 - (e) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Territory the unit and any unit subsidiary to that unit;
 - (f) if and whenever the Lessee fails to maintain repair or keep in repair the unit the Territory may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or if the Territory is of the opinion that a building part of a building or other improvement is beyond reasonable repair the Territory may require the Lessee to remove a building or part of a building or other improvement and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Territory may in writing allow the Lessee has not effected the said repairs or removed the said building part of the building or other improvement any person or persons duly authorised by the Territory with such equipment as is necessary may enter the unit and effect



58

the said repairs or demolish and remove the building part of the building or other improvement and all expenses incurred by the Territory in effecting such repairs or demolition and removal shall be paid by the Lessee to the Territory on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Territory by the Lessee;

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

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

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

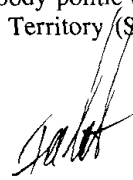
the Territory on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Territory or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;

- (c) that any extension of terms for all the leases shall be in accordance with the provisions of the Unit Titles Act 1970;



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- (d) any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Territory and delivered to or sent in a prepaid letter addressed to the Lessee at the unit or at its registered office or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the unit;
- (e) any and every right power and or remedy conferred on the Commonwealth the Territory or the respective Ministers hereunder or implied by law may be exercised on behalf of the Commonwealth, the Territory or the respective Ministers as the case may be by -
 - i) the Minister;
 - ii) an authority or person for the time being authorised by the Minister or by law to exercise those powers or functions of the Territory the Commonwealth or the respective Ministers; or
 - iii) the person to whom the Minister has delegated all his powers or functions under the said Land (Planning and Environment) Act 1991 or any Statute or Ordinance in substitution therefor;
- (f) in this schedule "Lessee" shall -
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them;
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (g) in this schedule "Territory" means
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 Commonwealth;

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- (h) in this schedule "Minister" means the Territory Minister for the time being administering the Land (Planning and Environment) Act 1991 or any Statute or Ordinance substituted therefor;
- (i) in this schedule "building" means any building or buildings on the parcel at the date of the commencement of the lease or any building or buildings constructed on the parcel in accordance with the covenants of this lease or any building or buildings replacing the same together with all fittings fixtures (including floor coverings) plant machinery and appurtenances thereof and therein contained or if the context so admits any part thereof;
- (j) in this schedule "premises" means the land building and all other improvements on the parcel;
- (k) in this schedule "unit" means the leased land and the building and other improvements including any unit subsidiaries constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit;
- (l) in this schedule "the respective Ministers" means any Minister of State of the Commonwealth or any Minister for the Territory;
- (m) in this schedule "unit subsidiaries" has the same meaning as in the Unit Titles Act 1970.

5. Each of the Lessees of Units Nos. 1-11 inclusive acknowledges that the building or buildings erected on the parcel of land defined as Block 6 Section 165 Division of PHILLIP on Deposited Plan Number 7960 in the Registrar General's Office at Canberra in the Australian Capital Territory shall contain not more than eleven (11) residential units in total.

DATED the *Twenty-first* day of *February* 1994

21/2/94
NJ

Christine Forsyth

CHRISTINE FORSYTH
Delegate of the Minister

The Common Seal of
~~ELLSMERE HOLDINGS~~
~~PTY. LIMITED~~
was hereunto affixed by
authority of the Board
of Directors in the
presence of:



Applicant: ELLSMERE HOLDINGS PTY. LIMITED A.C.N. 008 652 980

FORM 5

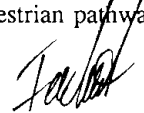
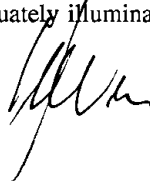
Real Property (Unit Titles) Act 1970

UNITS PLAN NO: 995

Block 6 Section 165 Division of PHILLIP

**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 first day of November Two Thousand and ninety.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Proprietors - Units Plan No 995 (hereinafter called "the Corporation") covenants with the Commonwealth of Australia (hereinafter called "the Commonwealth") as follows:
 - (a) to pay to the Territory at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Territory relating thereto and served on the Corporation;
 - (b) to use the common property for the purpose of car parking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the Corporation PROVIDED THAT:
 - (i) The Corporation shall only use the common property in performing its duties, exercising its powers and performing its functions imposed or conferred on it by the Unit Titles Act; and
 - (ii) The common property shall only be used for any of the purposes permitted by the lease of the Unit;
 - (c) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Territory;
 - (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Territory all buildings parts of buildings landscaping storage areas covered car parking hardstanding car parking adequately illuminated vehicle access roads pedestrian pathways and vehicle



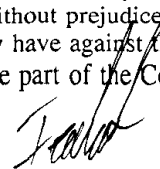
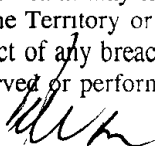
58

access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;

- (e) except where necessary for compliance with paragraph (d) of this clause not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Territory;
- (f) if and whenever the Corporation fails to maintain repair or keep in repair any building part of a building landscaping storage areas covered car parking hardstanding car parking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the land forming the common property the Territory may by notice in writing to the Corporation specifying the wants of repairs require the Corporation to effect repairs in accordance with the said notice or if the Territory is of the opinion that a building part of a building or other improvement or any part or parts of the services are beyond reasonable repair the Territory may require the Corporation to remove a building part of a building or improvement or to replace the part or parts of the services and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Territory may in writing allow the Corporation has not effected the said repairs or removed the said building part of the building or the improvement or replaced the part or parts of the services any person or persons duly authorised by the Territory with such equipment as is necessary may enter the common property and effect the said repairs or demolish and remove the building part of the building or the improvement or replace the part or parts of the service and all expenses incurred by the Territory in effecting such repairs or demolition or removal or replacement shall be paid by the Corporation to the Territory on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Territory by the Corporation;
- (g) to permit any person or persons authorised by the Territory to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the land forming the common property.

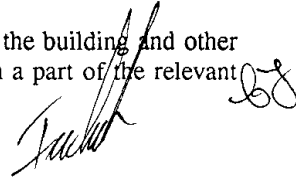
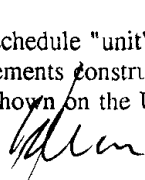
4. It is mutually covenanted and agreed by the Commonwealth and the Corporation as follows:-

- (a) that if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Territory on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Territory or the Commonwealth may have against the Corporation in respect of any breach of the covenants on the part of the Corporation to be observed or performed;



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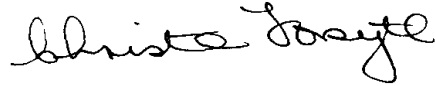
- (b) that any extension of terms for all the leases shall be in accordance with the provisions of the Unit Titles Act 1970;
- (c) any and every right power and or remedy conferred on the Commonwealth the Territory or the respective Ministers hereunder or implied by law may be exercised on behalf of the Commonwealth, the Territory or the respective Ministers as the case may be by -
 - i) the Minister;
 - ii) an authority or person for the time being authorised by the Minister or by law to exercise those powers or functions of the Territory the Commonwealth or the respective Ministers; or
 - iii) the person to whom the Minister has delegated all his powers or functions under the said Land (Planning and Environment) Act 1991 or any Statute or Ordinance in substitution therefor;
- (d) in this schedule "Territory" means
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (Commonwealth);
- (e) in this schedule "Minister" means the Territory Minister for the time being administering the Land (Planning and Environment) Act 1991 or any Statute or Ordinance substituted therefor;
- (f) in this schedule "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (g) in this schedule "the respective Ministers" means any Minister of State of the Commonwealth or any Minister for the Territory;
- (h) in this schedule "building" means any building or buildings on the parcel at the date of the commencement of the lease or any building or buildings constructed on the parcel in accordance with the covenants of this lease or any building or buildings replacing the same together with all fittings fixtures (including floor coverings) plant machinery and appurtenances thereof and therein contained or if the context so admits any part thereof;
- (i) in this schedule "premises" means the land building and all other improvements on the parcel;
- (j) in this schedule "unit" means the leased land and the building and other improvements constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit.



5. The Proprietors - Units Plan No: 995 acknowledges that the building or buildings erected on the parcel of land defined as Block 6 Section 165 Division of PHILLIP on Deposited Plan Number 7960 in the Registrar General's Office at Canberra in the Australian Capital Territory shall contain not more than eleven (11) residential units in total.

DATED the *Twenty first* day of *February* 199*4*

21/2/94
NJ



CHRISTINE FORSYTH
Delegate of the Minister

Applicant: ELLSMERE HOLDINGS PTY. LIMITED A.C.N. 008 652 980

The Common Seal of ELLSMERE
HOLDINGS PTY LIMITED
was hereunto affixed by
authority of the Board
of Directors in the
presence of:



P A Rowe
P A ROWE
DEPUTY REGISTRAR-GENERAL



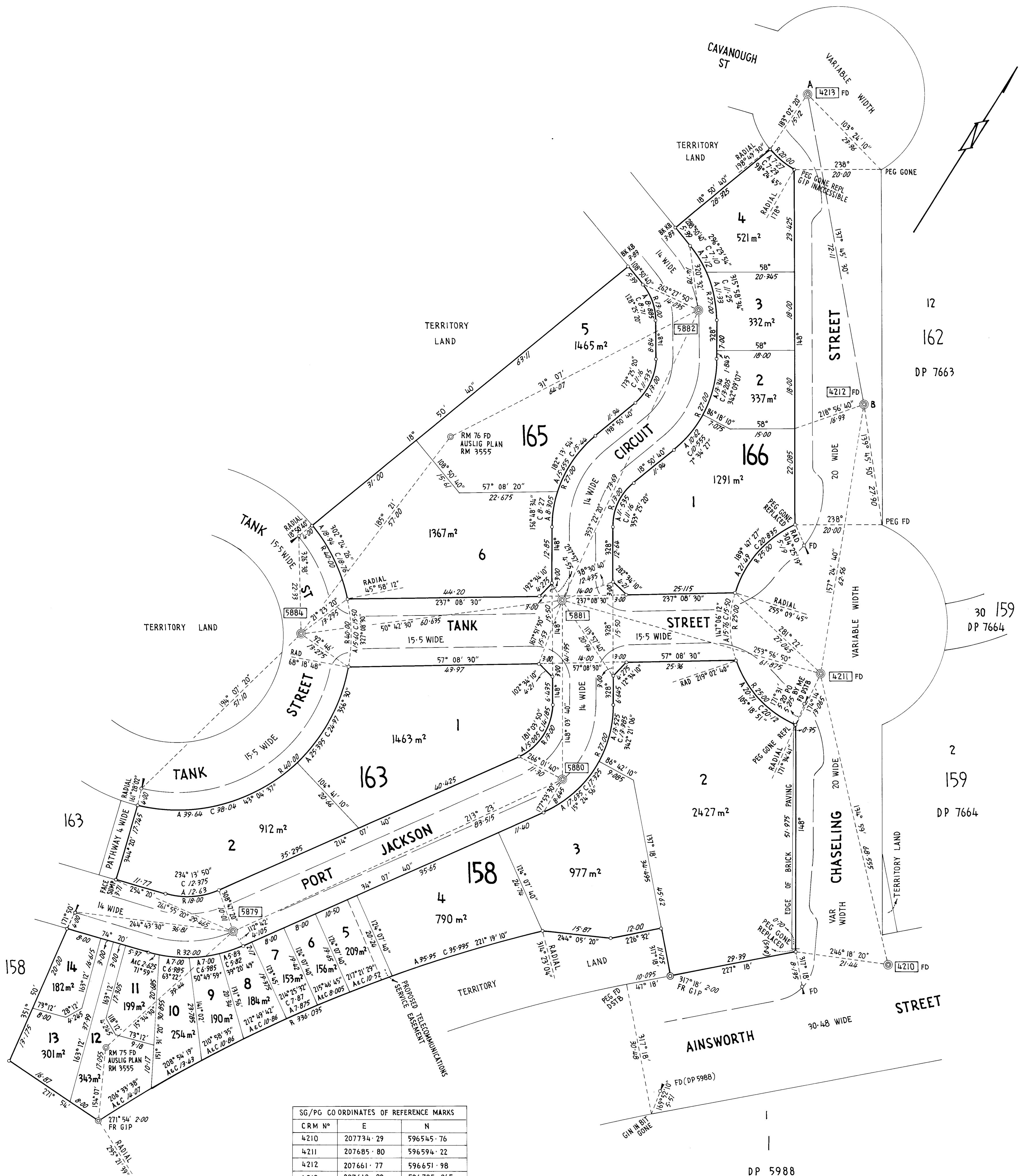
Registrar of Titles

No 890252 Certified copy of a special
resolution altering the articles of the
corporation having been produced such
special resolution is hereby registered

Entered 17 MAR 1994 at TEN o'clock in
the FORE noon

S Robertson
S ROBERTSON
DEPUTY REGISTRAR-GENERAL





NOTE: CO-ORDINATES OF BOUNDARY CORNERS
GENERATED FROM THE VALUES OF CRM'S 4210, 4211,
4212 & 4213 AND CONNECTIONS ARE NOT COMPATIBLE WITH
THOSE DETERMINED FROM INFORMATION SHOWN ON AUSLIG
PLANS CSE 2076-5964 AND CS E 2076-5967.

SG/PG CO ORDINATES OF REFERENCE MARKS		
CRM N ^o	E	N
4210	207734.29	596545.76
4211	207685.80	596594.22
4212	207661.77	596651.98
4213	207613.29	596705.365
5879	207602.175	596472.42
5880	207648.13	596542.15
5881	207626.34	596577.11
5882	207617.035	596650.31
5884	207579.41	596538.71

REFERENCE MARKS

-  Denotes GIP in road 1.03 radially from T/P
 CB 1.03 T/P
 " PLAQUE IN KERB
 " ~~DEEP DRIVEN ROD~~
 " DH&W IN KERB
 (Except as otherwise shown)

NOTE: Azimuth: A-B (Strom)

All Easements are 2.5 metres wide
(Except as otherwise shown) Field Books:

JAMES WILBUR SAWKINS
I, **OF J.R. VAUGHAN, BURTON & ASSOC. PTY LTD, CANBERRA**
a surveyor registered under the Surveyors Act 1967 hereby certify
that the survey represented on this plan is accurate and has been made (1) by
me & under my immediate supervision in accordance with Survey Practice
Directions 1987 and was completed on **26TH AUGUST 1991**

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

G. A. Hendon
30/9/91
Commonwealth Surveyor-General

PLAN OF

BLOCKS 2-14 SECTION 158	BLOCKS 1 & 2 SECTION 163	
BLOCKS 5 & 6 SECTION 165	BLOCKS 1-4 SECTION 166	
BEING A PART SUBDIVISION OF BLOCK 7, SECTION 162		
DIVISION:	PHILLIP	
DISTRICT:	WODEN VALLEY	

AUSTRALIAN CAPITAL TERRITORY

SCALE 1: 500



Deposited in the office of the Registrar of Titles at Canberra in
the Australian Capital Territory the **SIXTH**
day of **DECEMBER** 1991 at _____ minutes
past **TEN** o'clock in the **FORE** noon
Approved _____



Registrar of Titles.

DEPOSITED PLAN
7960

AMENDS DP 7668

MA

5159 X 6947

0327 / 1



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	5	Block	6	Section	165	Suburb	PHILLIP
------	---	-------	---	---------	-----	--------	---------

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: 44812 Dated: 16-FEB-94
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 : Reddy, Radhika
E-mail Address : property@onlondon.com.au
Client Reference : 266738

Date: 21-JUL-26 12:52:20



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

21-JUL-2026 12:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 4

INFORMATION ABOUT THE PROPERTY

PHILLIP Section 165/Block 6/Unit 5

Building Class: A

Area(m2): 1,367.2

Unimproved Value: \$1,650,000

Year: 2025

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

21-JUL-2026 12:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 4

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA925080 **Lodged** 06-AUG-92 **Type** Single Dwelling

-- Application Details -----

Description

LEASE VARIATION: INCREASE NUMBER OF SINGLE UNIT PRIVATE DWELLINGS FROM 7 TO 11

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Phillip	165	6-6	

-- Involved Parties -----

Role	Name
Applicant	Ellsmere Holdings P/L
Lessee	Ellsmere Holdings P/L
Contact	Bell

-- Activities -----

Activity Name	Status
Variation Of Lease Clause	Finalised

Application DA924628 **Lodged** 20-JUL-92 **Type** Single Dwelling

-- Application Details -----

Description

Lease Change

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Phillip	165	2-6	

-- Involved Parties -----

Role	Name
Applicant	Ellsmere Holdings P/L
Contact	Bell

-- Activities -----

Activity Name	Status
Variation Of Lease Clause	Withdrawn



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

21-JUL-2026 12:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 4

Application DA932651 **Lodged** 30-APR-92 **Type** Single Dwelling

-- Application Details -----

Description

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Phillip	165	6-6	

-- Involved Parties -----

Role	Name
Applicant	Adamson Ring & Rossi P/L

-- Activities -----

Activity Name	Status
Residential D&S Multi Dwelling	Approved

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

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

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

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.



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

21-JUL-2026 12:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 4 of 4

CAT CONTAINMENT AREAS

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

URBAN FOREST ACT 2023

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

---- END OF REPORT ----



Better communities.
The Whittles way.

Unit 43, 2 King Street
Deakin ACT 2600

02 5131 2600
whittles.com.au

23/07/26

Whittles Canberra Pty Ltd
ABN 39 634 756 031

LEGAL ON LONDON
SUITE 601/39 LONDON CIRCUIT
CANBERRA, ACT, 2601

Dear Sir/Madam

RE: Units Plan 995
10 TANK STREET, PHILLIP
Lot: 00005
OWNER: D L Mako

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

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

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

Yours faithfully

D. Miller

Darrell Miller acting on behalf of Giorgia Fiorenza Julian
Strata Manager
Whittles Canberra

Unit Titles (Management) Certificate Determination 2012

SECTION 119 CERTIFICATE

Unit Titles (Management) Act 2011

Date of Certificate	22/07/2026
Units Plan in respect of which certificate issue:	0000000995
Unit in respect of which certificate issued:	Lot:00005
Person requesting certificate: (owner/mortgagee/ covenant chargee/authorised person)	Legal on London SUITE 601/39 LONDON CIRCUIT, CANBERRA
If authorised person, authorised by: (owner)	D L Mako

The Owners Corporation of Units Plan 995 certifies the following with respect to the unit the subject of this Certificate:

1. Executive Committee

The Executive Committee's name and addresses are:

Member	L MAYOH UNIT 1, 10 TANK STREET PHILLIP ACT 2606
Member	P WILD 8/255 GOYDER STREET NARRABUNDAH ACT 2604
Member	S SOAMES PO BOX 3186 WESTON CREEK ACT 2611
Member	D MAKO UNIT 5, 10 TANK STREET PHILLIP ACT 2606
Member	N NIKITIN UNIT 6, 10 TANK STREET PHILLIP ACT 2606
Member	R MCCONNELL UNIT 7, 10 TANK STREET PHILLIP ACT 2606
Member	S HLEDIK 2/283 MONA VALE ROAD ST IVES NSW 2075
Member	K ANDREWS UNIT 9, 10 TANK STREET PHILLIP ACT 2606
Member	G COLLINSON UNIT 10, 10 TANK STREET PHILLIP ACT 2606
Chairperson	A HELLIWELL UNIT 4, 10 TANK STREET PHILLIP ACT 2606

2. Managing Agent (if any)

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

3. Books and Records

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

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

4. Insurance

- 4.1 Copies attached for each current insurance policy (eg. Public Liability, Building, Workers Compensation) Yes
- 4.2 Copy of Insurance Valuation attached Yes

5. Reports & Contracts

- 5.1 Copy attached of current Sinking Fund Forecast Yes
- 5.2 Current Service Contracts Whittles Canberra No

6. Contributions

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

Total Annual Contributions	\$2,724.00	Number of instalments/year	4	Period	01/07/26 - 30/06/27
----------------------------	------------	----------------------------	---	--------	---------------------

Administration Fund	Amount	Due Date	Date Paid
01/07/26 to 30/09/26	\$680.00	15/04/26	-
01/10/26 to 31/12/26	\$680.00	15/07/26	-
01/01/27 to 31/03/27	\$680.00	15/10/26	-
01/04/26 to 30/06/27	\$680.00	01/01/27	-

Amount (if any) outstanding: \$680.00

Amount (if any) in credit: N/A

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

Total Annual Contributions	\$2,160.00	Number of instalments/year	4	Period	01/07/26 - 30/06/27
----------------------------	------------	----------------------------	---	--------	---------------------

Sinking Fund	Amount	Due Date	Date Paid
01/07/26 to 30/09/26	\$540.00	15/04/26	-
01/10/26 to 31/12/26	\$540.00	15/07/26	-
01/01/27 to 31/03/27	\$540.00	15/10/26	-
01/04/26 to 30/06/27	\$540.00	01/01/27	-

Amount (if any) outstanding: \$540.00

Amount (if any) in credit: N/A

7. Balance of funds for the owners corporation

Administrative Fund \$29,376.25CR

Sinking Fund \$108,574.59CR

Special Notes

Information to all Lots: - No information

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

Has the developer control period expired? Yes

Has the Corporation borrowed money (details if applicable) No

Has the Corporation installed any sustainability infrastructure? No

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

Expires 21/11/2090.

The common seal of the Owners

Units Plan 995

Was hereunto affixed on 22/07/2026

in the presence of Whittles Canberra



D. Miller

Darrell Miller acting on behalf of Giorgia Fiorenza Julian
Strata Manager

PLEASE RETURN THIS SLIP IMMEDIATELY WHEN SETTLEMENT IS EFFECTED

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

SETTLEMENT DATE: ____/____/____

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

Purchaser 1:	Purchaser 2:
_____	_____
First & Second Names	First & Second Names
_____	_____
Surname	Surname
(All names IN FULL and title required e.g.MS/MISS/MRS/MR)	

TELEPHONE NUMBERS:

HOME: _____ WORK: _____
MOBILE: _____ EMAIL: _____

CORRESPONDENCE TO BE FORWARDED:

ACCOUNTS TO BE FORWARDED:

Solicitor/Agent:
Legal on London
SUITE 601/39 LONDON CIRCUIT, CANBERRA

Units Plan 995
10 TANK STREET, PHILLIP
Lot: 00005
OWNER: D L Mako

TAX INVOICE

22/07/2026

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

Legal on London
SUITE 601/39 LONDON CIRCUIT
CANBERRA ACT 2601

DESCRIPTION:

Searching and completing document for
provisions of
Section 119 of the *Units Plan (Management)*
Act 2011, Lot : 00005 at
10 TANK STREET, PHILLIP

Units Plan 995

FEE:	As prescribed	\$320.90	PAID
	Plus 10% GST	\$32.09	PAID

TOTAL:	\$353.00	PAID
---------------	----------	------

OWNER: D L Mako

EFT Payment:

Whittles Canberra
BSB - 185 300
A/C - 304517394

EFT Reference: Lot 5 Plan 995

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

With Compliments

Unit Titles (Management) Act 2011- Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners-Units Plan No 995

A2 Annual General Meeting

Date (or dates) of general meeting

at which the reduced quorum

decision or decisions were made 18 March 2026

Tick applicable box, or both boxes if applicable:



Regularly Convened



Convened after

The general meeting was regularly **adjournment**

convened (not following any

adjournment under UTMA s3.9(3)

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

The general meeting was convened

following an adjournment or

Adjournments (under UTMA

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

A3 Reduced quorum decisions

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

Date of Decision	Full text of reduced quorum decision
18 March 2026	See attached Minutes

A4 Owners corporation declaration

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

.....

Date: 18 March 2026

NOTICE OF REDUCED QUORUM DECISIONS

Part B

General Information

B1 *What is a reduced quorum decision?*

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions-adjournment following quorum trouble

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

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

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

B3 *How many reduced quorum decisions be disallowed?*

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

The petition must-

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

B4 *How may reduced quorum decisions be confirmed?*

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

B5 *How may reduced quorum decisions be revoked?*

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

Minutes of the Annual General Meeting

Owners Corporation for THE OWNERS UNIT PLAN NO 995

Meeting Date	Wednesday, 18 March 2026		
Meeting Location	Whittles, Deakin Boardroom		
Time	04:00 PM	Opened: 04:30 PM	Closed: 04:30 PM
Lots Represented	00004 Amanda Helliwell Electronic vote 00006 NICK NIKITIN Electronic vote 00010 Anthony Howard Maple Electronic vote		
By Proxy	Lot G G Collinson Proxy Name: Anthony Howard Maple 00010 Darrell Miller facilitated the meeting in accordance with the Notice of Annual General Meeting sent to all owners with no objections received on any motion. Manager Note: The Manager notes that no attendance from owners nor attendance at the resulting AGM. The meeting was subsequently facilitated as per the notice of meeting and agenda, to ensure the Body Corporate could function and meet its responsibilities to maintain an appropriate level of insurance cover and other liability costs for services provided to the complex. If at any time owners do not wish to continue with the services of Whittles Canberra, they are asked to contact our office.		
Chairperson	A Helliwell		
Additional Attendees	Darrell Miller representing Whittles Canberra		

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

Motion 2				
Confirmation of Minutes		Ordinary Resolution		
That the minutes of the previous Annual General Meeting held on 26/2/25 be confirmed.				
Motion CARRIED.				
VOTES	Yes: 2	No: 0	Abs: 1	Inv: 0

Motion 3				
Financial Statement		Ordinary Resolution		
That the financial statement for the period 1/1/25 to 31/12/25 be adopted.				
Motion CARRIED.				
VOTES	Yes: 3	No: 0	Abs: 0	Inv: 0

Motion 4				
Management Agreement		Ordinary Resolution		
That in accordance with the Unit Titles (Management) Act 2011, the Owners Corporation appoint Whittles Canberra Pty Ltd as per the attached Management Agreement for a 3 year term.				
Motion CARRIED.				
VOTES	Yes: 3	No: 0	Abs: 0	Inv: 0

Motion 5				
Insurance Renewal		Ordinary Resolution		
That the Owners Corporation confirms the attached Insurance Summary Document and authorises MGA Insurance Brokers to market the insurance policy, with the sum insured to be increased by 5%.				
Motion CARRIED.				
VOTES	Yes: 3	No: 0	Abs: 0	Inv: 0

Motion 6				
Fire Safety Review	Ordinary Resolution			
That the Owners Corporation reviews the compliance of the common property fire safety measures by engaging an appropriately qualified contractor to ensure the common property equipment is maintained in accordance with the relevant standards.				
Motion CARRIED.				
VOTES	Yes: 3	No: 0	Abs: 0	Inv: 0

Motion 7				
Sinking Fund Forecast Review		Ordinary Resolution		
That the corporation has reviewed the current Sinking Fund plan attached to this notice of meeting and is satisfied that the forecast expenditure for capital works and the forecast contribution levels are adequate to meet the needs of the corporation up to \$3,255.00. It is also noted that the corporation can amend the Sinking Fund Plan at any time via an ordinary resolution at a general meeting.				
Motion CARRIED.				
VOTES	Yes: 3	No: 0	Abs: 0	Inv: 0

Motion 8				
Maintenance Schedule/Plan	Ordinary Resolution			
That the Owners Corporation notes the attached Maintenance Plan, confirms it has been reviewed and discussed, and agrees that appropriate maintenance requirements have been considered and budgeted for accordingly.				
Motion CARRIED.				
VOTES	Yes: 3	No: 0	Abs: 0	Inv: 0

Motion 9				
Administration Fund Expenditure Budget	Ordinary Resolution			
That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Administration Fund expenditure budget of \$41,623.00 be accepted.				
Motion CARRIED.				
VOTES	Yes: 2	No: 0	Abs: 1	Inv: 0

Motion 10				
Sinking Fund Expenditure Budget		Ordinary Resolution		
That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Sinking Fund expenditure budget of \$3,255.00 be accepted.				
Motion CARRIED.				
VOTES	Yes: 3	No: 0	Abs: 0	Inv: 0

Motion 11				
Administration Fund Levy		Ordinary Resolution		
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike an Administration Fund levy of \$34,000.00 for the period 1/7/26 to 30/6/27 to be contributed by members in accordance with their Unit Entitlements. Levies are to be paid quarterly in advance. This is an increase from the previous levies. Levy due dates are 15/04/26, 15/7/26, 15/10/26, 1/01/27..				
Motion CARRIED.				
VOTES	Yes: 3	No: 0	Abs: 0	Inv: 0

Motion 12				
Sinking Fund Levy		Ordinary Resolution		
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike a Sinking Fund levy of \$27,000.00 for the period 1/7/26 to 30/6/27 to be contributed by members in accordance with their Unit Entitlements. Levies are to be paid quarterly in advance. This is an increase from the previous levies. Levy due dates are 15/04/26, 15/7/26, 15/10/26, 1/01/27..				
Motion CARRIED.				
VOTES	Yes: 3	No: 0	Abs: 0	Inv: 0

Motion 13				
Debt Recovery		Ordinary Resolution		
In accordance with the Unit Titles (Management) Act 2011, Whittles Canberra Pty Ltd is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of the Owners Corporation who are in arrears, to recover overdue contributions and levies, penalties and recovery costs incurred. Fees charged by third party providers will be recovered from the debtor at cost per invoice.				
Motion CARRIED.				
VOTES	Yes: 3	No: 0	Abs: 0	Inv: 0

Item 14		
General Business		
Nil.		

Election of Committee
Election of Ordinary Member
All owners have been elected to the committee.

Owners can update their personal details anytime via the **Whittles Owner Portal** at www.whittles.com.au

- Log in using your primary registered email address or mobile number.

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

Whittles operates a 24/7 emergency maintenance line. For after-hours emergencies, call 02 5131 2600.

If you have another property you'd like Whittles to manage, please let your manager know, or request a quote on our website.

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 995

A2 Annual General Meeting

Date (or dates) of general meeting

at which the reduced quorum

decision or decisions were made 26/02/2025

Tick applicable box, or both boxes if applicable:

☒ Regularly Convened ☐ Convened after

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

A3 Reduced quorum decisions

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

Date of Decision	Full text of reduced quorum decision
<u>26/02/2025</u>	See attached Minutes

A4 Owners corporation declaration

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



Date: 26/02/2025



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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General Information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions-adjournment following quorum trouble

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

B2 When does a reduced quorum decision take effect?

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

B3 How many reduced quorum decisions be disallowed?

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

The petition must-

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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

Minutes of the Annual General Meeting

Owners Corporation for THE OWNERS UNIT PLAN NO 995

Meeting Date	Wednesday, 26 February 2025		
Meeting Location	Whittles, Deakin Boardroom and via Microsoft Teams		
Time	05:00 PM	Opened: 05:00 PM	Closed: 05:40 PM
Lots Represented	00002 P & P Wild 00003 S Soames 00008 S Hledik	Owner present Owner present Owner present	
By Proxy	00004 A Helliwell 00005 D Lee Mako 00010 A Maple for G Collinson	Electronic vote Electronic vote Electronic vote	
Chairperson	S Soames		
Additional Attendees	Giorgia Fiorenza Julian representing Whittles Canberra Pty Ltd		

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

Motion 2				
Confirmation of Minutes		Ordinary Resolution		
That the minutes of the previous Annual General Meeting held on 13/3/24 be confirmed.				
Motion CARRIED.				
VOTES	Yes : 6	No: 0	Abs: 0	Inv: 0

Motion 3				
Financial Statement		Ordinary Resolution		
That the financial statement for the period 1/1/24 to 31/12/24 be adopted.				
Motion CARRIED.				
VOTES	Yes : 6	No: 0	Abs: 0	Inv: 0

Management Agreement		
The current agreement in place expires 20/4/26.		
A copy of the agreement is available for viewing at www.whittles.com.au through your owner portal.		

Motion 5				
Insurance Renewal	Ordinary Resolution			
That the existing insurance cover held by the Corporation be marketed by MGA Insurance Brokers prior to renewal. The building sum insured be increased by 5% upon renewal.				
Motion CARRIED.				
VOTES	Yes : 6	No: 0	Abs: 0	Inv: 0

Motion 6				
Fire Safety Review		Ordinary Resolution		
That the Owners Corporation reviews the compliance of the common property fire safety measures by engaging an appropriately qualified contractor to ensure the common property equipment is maintained in accordance with the relevant standards.				
Motion CARRIED.				
VOTES	Yes : 6	No: 0	Abs: 0	Inv: 0

Motion 7				
Maintenance Schedule/Plan	Ordinary Resolution			
That in accordance with the Unit Titles (Management) Act 2011, the Owners Corporation reviews the maintenance schedule and will consider the recommended maintenance requirements for the year.				
Motion CARRIED.				
VOTES	Yes : 6	No: 0	Abs: 0	Inv: 0

Motion 8				
Administration Fund Expenditure Budget	Ordinary Resolution			
That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Administration Fund expenditure budget of \$33,100.00 be accepted.				
Motion CARRIED.				
VOTES	Yes : 6	No: 0	Abs: 0	Inv: 0

Motion 9				
Sinking Fund Expenditure Budget		Ordinary Resolution		
That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Sinking Fund expenditure budget of \$734.00 be accepted.				
Motion CARRIED.				
VOTES	Yes : 6	No: 0	Abs: 0	Inv: 0

Motion 10 – AMENDED				
Administration Fund Levy	Ordinary Resolution			
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike an Administration Fund levy of \$35,096.00 \$31,050.00 for the period 1/7/25 to 30/6/26 to be contributed by members in accordance with their Unit Entitlements.				
Levies are to be paid quarterly in advance. This is no change from the previous levies.				
Levy due dates are 15/07/25, 15/10/25, 15/01/25, 1/04/26.				
Motion CARRIED.				
VOTES	Yes : 6	No: 0	Abs: 0	Inv: 0

Motion 11				
Sinking Fund Levy		Ordinary Resolution		
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike a Sinking Fund levy of \$28,517.00 for the period 1/7/25 to 30/6/26 to be contributed by members in accordance with their Unit Entitlements. Levies are to be paid quarterly in advance. This is no change from the previous levies. Levy due dates are 15/07/25, 15/10/25, 15/01/25, 1/04/26.				
Motion CARRIED.				
VOTES	Yes : 6	No: 0	Abs: 0	Inv: 0

Motion 12				
Debt Recovery		Ordinary Resolution		
In accordance with the Unit Titles (Management) Act 2011, Whittles Canberra Pty Ltd is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of the Owners Corporation who are in arrears, to recover overdue contributions and levies, penalties and recovery costs incurred. Fees charged by third party providers will be recovered from the debtor at cost per invoice.				
Motion CARRIED.				
VOTES	Yes : 6	No: 0	Abs: 0	Inv: 0

General Information		
• The meeting discussed ways to improve bin room security and agreed to defer the matter to the Executive Committee for further investigation. • It was noted that window cleaning is needed for hard-to-reach windows. Whittles will arrange a quote. • Whittles will organise a small pot of paint for internal touch-ups. • Whittles will ask the gardener to use a grass catcher when mowing. • Whittles will remind the caretaker to keep spiderwebs under control around the complex and carports.		

Election of Committee	
The following owners were elected to form part of the Executive Committee (EC):	
00002	P & P Wild
00005	D Lee Mako
00008	S Hledik

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

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

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

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

PROPOSED BUDGET

THE OWNERS UNIT PLAN NO 995
10 TANK STREET, PHILLIP

Year ending December 2025

ADMINISTRATION FUND

	Jan-Mar 25	Apr-Jun 25	Jul-Sept 25	Oct-Dec 25	Annual Total
INCOME					
Contributions	7,762.50	7,762.50	7,762.50	7,762.50	\$31,050.00
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-171.70	-0.00	-0.00	-0.00	<u>-\$171.70</u>
Total	7,590.80	7,762.50	7,762.50	7,762.50	<u>\$30,878.30</u>
EXPENDITURE					
Caretaking	1,625.00	1,625.00	1,625.00	1,625.00	\$6,500.00
Common property	1,000.00	1,000.00	1,000.00	1,000.00	\$4,000.00
Fire systems	62.50	62.50	62.50	62.50	\$250.00
Gutters & downpipes - Cleaning	875.00	875.00	875.00	875.00	\$3,500.00
Insurance - Renewal	2,375.00	2,375.00	2,375.00	2,375.00	\$9,500.00
Management - Additional services fee	62.50	62.50	62.50	62.50	\$250.00
Management - Agreed Services	1,075.00	1,075.00	1,075.00	1,075.00	\$4,300.00
Utilities - Electricity	325.00	325.00	325.00	325.00	\$1,300.00
Utilities - Water	875.00	875.00	875.00	875.00	<u>\$3,500.00</u>
Total	8,275.00	8,275.00	8,275.00	8,275.00	<u>\$33,100.00</u>

SINKING FUND

	Jan-Mar 25	Apr-Jun 25	Jul-Sept 25	Oct-Dec 25	Annual Total
INCOME					
Contributions	7,129.25	7,129.25	7,129.25	7,129.25	\$28,517.00
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-0.00	-0.00	-0.00	-0.00	<u>-\$0.00</u>
Total	7,129.25	7,129.25	7,129.25	7,129.25	<u>\$28,517.00</u>
EXPENDITURE					
Common property	183.50	183.50	183.50	183.50	<u>\$734.00</u>
Total	183.50	183.50	183.50	183.50	<u>\$734.00</u>

CASH FLOW SUMMARY

	Jan-Mar 25	Apr-Jun 25	Jul-Sept 25	Oct-Dec 25	Annual Total
<u>ADMINISTRATION FUND</u>					
Opening Balance	23,656.64	22,972.44	22,459.94	21,947.44	\$23,656.64
Add: Contributions	7,762.50	7,762.50	7,762.50	7,762.50	\$31,050.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	171.70	0.00	0.00	0.00	\$171.70
Minus: Expenditures	8,275.00	8,275.00	8,275.00	8,275.00	\$33,100.00
CLOSING BALANCE	22,972.44	22,459.94	21,947.44	21,434.94	\$21,434.94
<u>SINKING FUND</u>					
Opening Balance	61,525.69	68,471.44	75,417.19	82,362.94	\$61,525.69
Add: Contributions	7,129.25	7,129.25	7,129.25	7,129.25	\$28,517.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	183.50	183.50	183.50	183.50	\$734.00
CLOSING BALANCE	68,471.44	75,417.19	82,362.94	89,308.69	\$89,308.69

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 100
Number of Lots 11

	— Effective from 01/07/25 —		— Effective from 01/07/25 —	
Lot Number	UE	ADMIN Fund	UE	SINKING Fund
1	8	\$621	8	\$570
2	8	\$621	8	\$570
3	8	\$621	8	\$570
4	8	\$621	8	\$570
5	8	\$621	8	\$570
6	11	\$854	11	\$784
7	10	\$776	10	\$713
8	8	\$621	8	\$570
9	10	\$776	10	\$713
10	10	\$776	10	\$713
11	11	\$854	11	\$784
QUARTERLY TOTAL		<u>\$7,762.00</u>		<u>\$7,127.00</u>



Certificate of Insurance

ABN 29 008 096 277

Units Plan 995
C/ - ACT Strata Management Services
PO Box 3208
WESTON ACT 2611

Date: 06.03.2026
Invoice No: I4962335

This document certifies that the policy referred to below is currently intended to remain in force until 4:00pm on the expiry date shown and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions.

Class Residential Strata/Community Corporation

Insurer Strata Community Insurance Agencies Pty Ltd
PO Box 631
NORTH SYDNEY NSW 2059

Period 15.03.2026 to 15.03.2027

Policy No. POL11189750

Important Notice

This certificate does not reflect in detail the policy terms and conditions and merely provides a brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate. If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

Disclaimer

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

MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277
Unit 43, 2 King Street
DEAKIN
ACT 2600

Phone: 02 6132 4400
PO Box 9160
DEAKIN ACT 2600

COVERAGE SUMMARY

Units Plan 995
Residential Strata/Community Corporation

RESIDENTIAL STRATA/COMMUNITY CORPORATION

INSURED:

Units Plan 995

SITUATION:

10 Tank Street, PHILLIP ACT 2606

INTEREST INSURED:

Building Sum Insured	\$	5,181,750
Common Contents Sum Insured	\$	51,818
Loss of Rent/Temporary Accommodation	\$	777,263

Catastrophe/Emergency Cover	15%
-----------------------------	-----

Flood	Insured
Storm Surge	Not Insured

Glass	Insured
-------	---------

Theft	Insured
-------	---------

Public Liability	\$	50,000,000
------------------	----	------------

Voluntary Workers	Insured
-------------------	---------

Weekly Benefit	\$	2,000
----------------	----	-------

Capital Benefit	\$	200,000
-----------------	----	---------

Fidelity	\$	100,000
----------	----	---------

Office Bearers Liability	\$	5,000,000
--------------------------	----	-----------

Machinery Breakdown	Not Insured
---------------------	-------------

Government Audit Costs	\$	25,000
------------------------	----	--------

Appeal expenses - common property health and safety breaches	\$	100,000
--	----	---------

Legal Defence Expenses	\$	50,000
------------------------	----	--------

Lot owners fixtures and fixings	\$	300,000
---------------------------------	----	---------

Floating floors	Insured
-----------------	---------

Loss of Market Value	Not Insured
----------------------	-------------

Workers Compensation (ACT, WA & TAS ONLY)	Not Insured
---	-------------

EXCESS:

Standard Excess	\$	2,000
-----------------	----	-------

MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277
Unit 43, 2 King Street
DEAKIN
ACT 2600

Phone: 02 6132 4400
PO Box 9160
DEAKIN ACT 2600

COVERAGE SUMMARY

Units Plan 995
Residential Strata/Community Corporation

Flood Excess	\$	2,000
Storm Surge Excess		Not Applicable
Public Liability Excess		NIL
Voluntary Workers Excess		NIL
Fidelity Excess		NIL
Office Bearers Liability Excess		NIL
Machinery Breakdown Excess		Not Applicable
Government Audit Excess		NIL
Appeal Expenses Excess		NIL
Legal Defence Expenses Excess		\$1,000 + 10% contribution
Other excesses payable are shown in the Policy Wording		

ADDITIONAL POLICY BENEFITS AND CONDITIONS:

MAJOR EXCLUSIONS :Terrorism
Others As Per Policy

This Document is a Summary of Cover Only. Please refer to the Product Disclosure Statement for Full Policy Limitations and Additional Excesses

UNDERWRITING INFORMATION:

Year Built	1994
Primary Wall Construction	Rendered Brick
Secondary Wall Construction	Brick
Roof Construction	Timber
Floor Construction	Concrete

Aluminium Composite Panels	No
Heritage Listed	No

Fire Protection	
Sprinkler systems in the complex basement/carpark?	No
Sprinkler systems in the complex units?	No
Fire hose reels located throughout the complex?	Yes

Number of Units	11
Number of Levels	3
Number of Basements	0
Number of Lifts	0
Number of Pools/Spas	0
Number of Gyms	0
Number of Playgrounds	0
Number of Water Features	0
Number of Jetties/Wharfs	0
Number of Separate Buildings	1
% of EPS	0 %
% Commercial Tenants	0 %
Additional Construction Comments:	



Certificate of Insurance

ABN 29 008 096 277

Units Plan 995
C/ - ACT Strata Management Services
PO Box 3208
WESTON ACT 2611

Date: 11.02.2026
Invoice No: I4942140

This document certifies that the policy referred to below is currently intended to remain in force until 4:00pm on the expiry date shown and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions.

Class Workers Compensation - EDI

Insurer CGU Australia Pty Ltd
GPO Box 1574
CANBERRA CITY ACT 2601

Period 15.03.2026 to 15.03.2027

Policy No. O/24-5031

Important Notice

This certificate does not reflect in detail the policy terms and conditions and merely provides a brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate. If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

Disclaimer

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

MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277
Unit 43, 2 King Street
DEAKIN
ACT 2600

Phone: 02 6132 4400
PO Box 9160
DEAKIN ACT 2600

COVERAGE SUMMARY

Units Plan 995
Workers Compensation - EDI

EMPLOYERS' INDEMNITY INSURANCE

INSURED: Units Plan 995
TRADING AS: Units Plan 995
LOCATION: "The Strand" Port Jackson Circuit PHILLIP ACT
2606
REGISTERED FOR GST: NO

DETAILS FOR: Units Plan 995
RATE: 1.02

ANZSIC BUSINESS ITEM	DESCRIPTION	CATEGORY OF WORKERS	EST WAGES
67110	Residential Property	G/Employees	1
			=====
TOTAL			1
			=====

Please check your Policy document for full details of the
cover provided and the payment schedule.

NB: Premium includes any applicable levies.

Insurance Valuation Report

For

The Strand

10 Tank Street, Phillip ACT 2606

Scheme Number: 995



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 205083

24 April 2024

Professional Indemnity Insurance Policy Number 1411189338PLP

PO Box 1280,
Beenleigh QLD 4207

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

QIA Group Pty Ltd
ABN 27 116 106 453
setting the standard...

Queensland • New South Wales • Victoria • South Australia • Western Australia • Northern Territory • ACT • Tasmania

QIA Group Pty Ltd

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SECTION 1 – INSURANCE VALUATION SUMMARY**1.1 Purpose of Report**

We have been instructed by the Body Corporate to provide a building replacement valuation report that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at **10 Tank Street, Phillip ACT 2606**.

1.2 Property Address

The property is situated at **10 Tank Street, Phillip ACT 2606**.

1.3 Description of Building

The property comprises total eleven residential apartments in one block of double storey and one block of three storey building with allocated carports attached to the building. Access to upper floor is by internal staircases and landings. Common property includes communal area, storerooms, waste storage, access driveways, boundary walls & fences and site landscaping. In accordance with the plans provided the date of registration is 1978.

1.4 Client

The Proprietors The Strand.

1.5 Replacement Value

Recommended Insured Value: \$4,700,000 (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: \$3,570,000

Allowance for Cost Escalation:

Design and Documentation:	6 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	12 Months

Calculated at 6% over the period \$270,000

Progressive Subtotal: \$3,840,000

Professional Fees: \$425,000

Progressive Subtotal: \$4,265,000

Removal of Debris: \$180,000

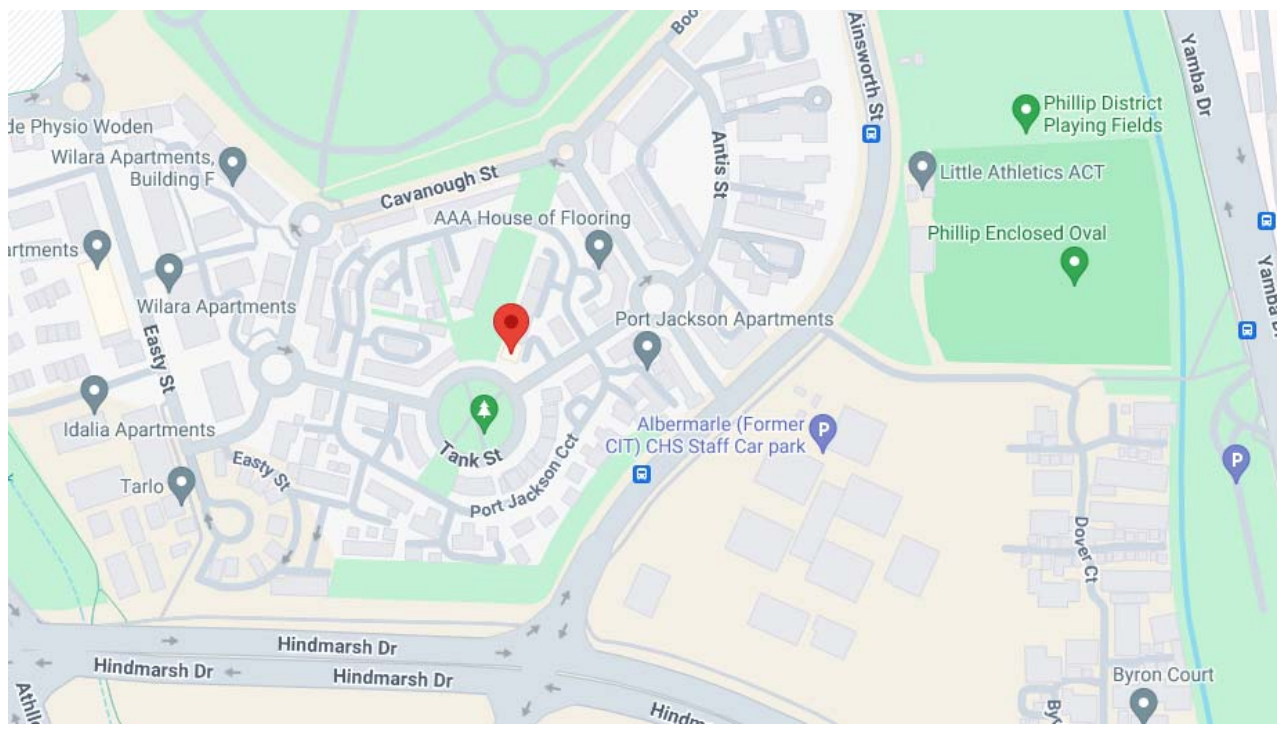
Progressive Subtotal: \$4,445,000

Cost Escalation for Insurance Policy Lapse Period: \$255,000

Progressive Subtotal: \$4,700,000

Recommended Insured Value: \$4,700,000 (Inc GST)

2.7 Site Location Map



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 SITE FACTORS

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

3.2 ADDITIONS & IMPROVEMENTS

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

3.3 MAINTENANCE

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

3.4 SUMMARY OF CONSTRUCTION

3.4.1 Primary Method of Construction

3.4.1.1 FLOOR STRUCTURE

FLOOR CONSTRUCTION: Reinforced concrete ground floor and upper floors.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Double brick.

EXTERNAL WALL FINISHES: Rendered & painted brick.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Steel/Timber framed low-pitched roof.

ROOFING: Concrete tile and 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

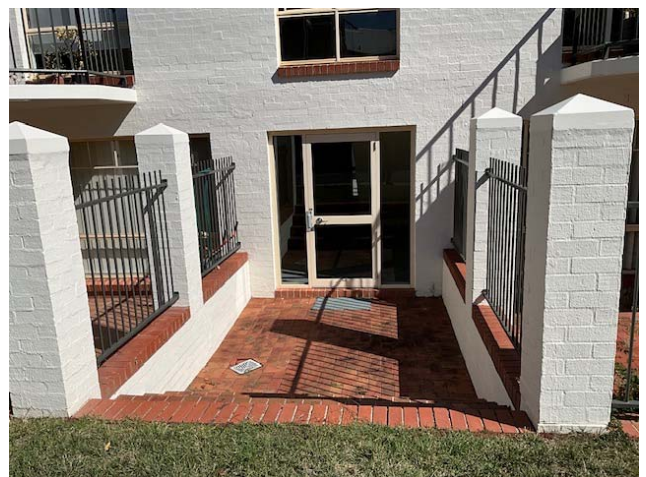
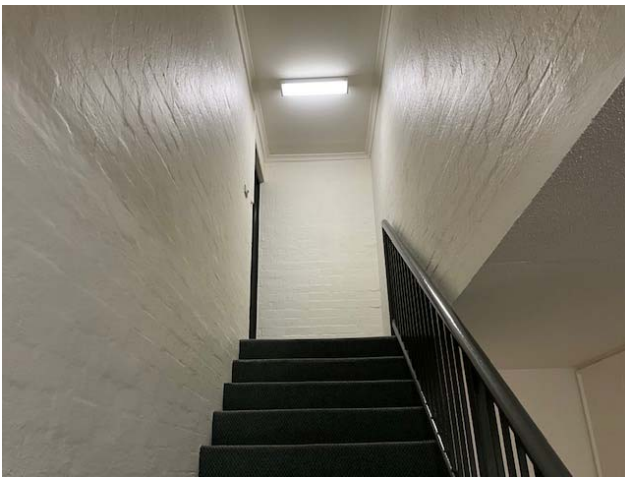
- This Inspection Report does not include the inspection and assessment of items or matters outside the stated purpose of the requested inspection and report. Other items or matters may be the subject of an Inspection Report which is adequately specified.
- The inspection only covered the Readily Accessible 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 services including building, engineering (electronic), fire and smoke detection or mechanical;
- A review of occupational, health or safety issues such as asbestos content, or the provision of safety glass or swimming pool fencing;
- Whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws; and
- Whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip, earthquakes or tidal inundation, or if it is flood prone.

SECTION 4 – SITE PHOTOGRAPHS



ACT Maintenance Plan

The Strand

10 Tank Street Phillip ACT 2606

Scheme Number: 995



COMPILED BY CHANG HU

**On 1 August 2022 for the
Period Commencing 1 January 2022
QIA Job Reference Number: 177176**
Professional Indemnity Insurance Policy Number 96 0968886 PLP
© QIA Group Pty Ltd

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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QIA Group Pty Ltd

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INTRODUCTION

This Maintenance Plan has been compiled to assist the Property to meet their obligations with respect to the:

- Unit Titles (Management) Act 2011 (s24);
- Unit Titles (Management) Regulation 2011 (s4A)
both as amended 1 November 2020.

PROPERTY LOCATION

10 Tank Street Phillip ACT 2606

INSPECTION & DOCUMENTATION SUMMARY

The property was inspected on July 2022

The following items were supplied as part of the Developer's Maintenance Schedule:

- Not applicable

The following manuals, warranties, or other maintenance statements were supplied at the time of inspection or with the report request:

- Not applicable

BACKGROUND

The Unit Titles (Management) Act 2011 and associated regulations require the management of multi-unit residential properties. The unit title system provides the framework for the separate ownership and collective management of a building.

The common property of a Units Plan are the areas that exist outside of a lot and are used by, and belong jointly to, all the owners of the units within the Units Plan. The registered Units Plan documents will indicate what areas of the Units Plan are deemed common property. Each subdivision involves a number of individual property owners sharing in the decision making about management, maintenance and operation of common property and shared services. Units are generally broken into two categories of plans – Class A and Class B. Depending on which subdivision (A or B) your property belongs to may mean different responsibilities.

In a typical Class A Units Plans, the unit owner owns the inside of the unit but not the main structure of the building. Usually, the individual owner owns from the inside of their lot to halfway out through the boundary walls, ceiling, and the floor. In general, the owners corporation owns the walls, ceiling and floor from outside of the lot to halfway in. The internal walls within the unit (e.g. the wall between the kitchen and lounge room), floor coverings, light fittings and curtains are all the property of the unit owner.

In a typical Class B Units Plan the individual owner owns the main structure of their building - inside and out - and often owns land inside their front and backyard.

The owners corporation manages the common property on behalf of all unit owners and is responsible for the control, maintenance, management, and administration of the common property. Within multi-unit residential buildings, major assets components can vary widely and can include the building superstructure and its facade, hallway and shared spaces, lighting, pools/spas, gyms, gardens, shared water heating and car parking areas.

Ongoing building maintenance is the most cost-effective way to maintain the value of an asset and ensure the health and safety of the building's occupants. Neglecting building maintenance may result in extensive and avoidable damage. Neglect can also increase fire and safety hazards that could result in property owners being found legally liable for any injuries. A risk management strategy is a fundamental part of any maintenance program and it is a major determining factor in deciding whether preventative, scheduled or reactive maintenance programs are required to properly maintain common property facilities.

REPORT INFORMATION

This Maintenance Plan provides a schedule for the maintenance and inspection of plant, equipment and other capital items on the common property where the maintenance and inspection is reasonably required to avoid future damage to, or failure of, those items. It is predominantly designed to:

- Identify the items of plant & equipment, facilities and structures that require ongoing maintenance.
- Prioritise required maintenance and ensure, where applicable, that maintenance is carried out as required by any regulation, standard or warranty in the required timeframe
- Assist with the scheduling of General, Special and Sinking Fund Budget Items.

An on-site visual inspection by a suitably qualified professional was carried out and any maintenance schedules, warranties, manufacturer's recommendations, and specific product information that was provided to us has been referenced in our findings. Where further detailed information was not available or made available to us, the Spreadsheet that forms part of the report can be updated by Owners or Managers as this information becomes available or is produced over time. It is in fact an important component of the Maintenance Plan that the plan is updated on an ongoing basis in order to provide a current status of maintenance of the property at all times.

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

The report does not and cannot make comment upon the specific condition of specialist items and equipment such as gas fittings and supply systems, heritage listing conditions or requirements, fire protection fittings and systems, HVAC fittings and systems site drainage, electrical or data systems or wiring, building plumbing systems including sewerage, potable and stormwater pipe work and fittings, security concerns, detection and identification of illegal building work, and the durability of exposed finishes.

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

Items that have a long lifespan will require ongoing and regular inspections to ensure there is no evident deterioration and damage and may require intermittent repair, replacement to achieve their full life expectancy

AREAS NOT INSPECTED (Typical)

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





ACT MAINTENANCE PLAN

The Strand - 995 (Class A)

10 Tank Street Phillip ACT 2606

Date of preparation of Initial Maintenance Plan - 1 August 2022



ITEMS					Anticipated Inspection / Maintenance Requirements					Anticipated Capital Expenditure (Repair, Upgrade, Replacement)																								
Location and Item Description	Item Detail	Identifier	Install Date	Inspection Type	Relevant Standard	Inspection Frequency	Date last Inspected/Maintained	Inspector	Estimated Overall life (years)	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036										
General Description of Asset or Item to be maintained (NB Longterm assets may require regular inspection for deterioration even though replacement may be outside period of plan)					Manufacturer name, model or Capacity where known	Serial number or ID where known	Where known or assumed	Prestat, installation, or ongoing - inspect only or inspect & Maintain	Applicable Australian Standard, Regulation or Code where applicable	Required, likely, or anticipated frequency of inspection or maintenance	Date which last inspection, testing or repair was carried out		Company or person responsible for inspection, testing or maintenance		Based on manufacturer recommendations or anticipated/deprecated life (where applicable)										Forecast date where major refurbishment or replacement may be required for each particular asset or capital item. Where a Sinking Fund has been prepared, table may represent forecast expenditure where appropriate									
SUPERSTRUCTURE																																		
Repair buildings				Routine		Annually		OC	10		X										X													
Repair balcony/patio underside				Routine		Annually		OC	10		X										X													
Repair balcony/patio floor				Routine		Annually		OC	10		X										X													
Repair/maintain balustrade & handrail fixings				Routine/Safety		Annually		OC	35			X									X													
Repaints gutters/downpipes/fascias				Routine		Annually		OC	10		X										X													
Repair door faces				Routine		Annually		OC	10		X										X													
Repair gables				Routine		Annually		OC	10		X										X													
Repair balustrades/handrails				Routine		Annually		OC	10		X										X													
DRIVEWAYS, PATHWAYS & PARKING																																		
Repair/replace paved pathways				Routine/Safety		Annually		OC	30			X							X															
Maintain concrete driveway				Routine/Safety		Annually		OC	50				X								X													
Repaint Linemarking				Routine/Safety		Annually		OC	10					X									X											
Pressure wash Driveway, remove residue				Routine/Safety		Annually		OC	As required																									
EXTERNAL WORKS INCL BIN ROOM																																		
Maintain common pipework						Annually		Licenced Pumber	Ad Hoc																									
Service/repair bin enclosure roller shutter door				Inspect/Service		Annually		Licenced Contractor	30						X																			
Maintain/replace bin room metal roof				Routine		5 yearly		Licenced Contractor	50														X											
Repair bin room incl vent				Routine		Annually		OC	10		X										X													
Repaint carport incl columns				Routine		Annually		OC	10				X										X											
FENCING																																		
Repair/replace Powdercoated Baluster fencing				Routine		Annually		OC	35						X																			
Maintain/replace pedestrian gates				Routine		Annually		OC	35						X																			
Repaint masonry fence				Routine		Annually		OC	10		X										X													
FURNITURE & FITTINGS																																		
Repair/replace signage				Routine		Annually		OC	15					X							X													
Provision to replace mail boxes				Routine		Annually		OC	20														X											
Repair/upgrade security headend equipment				Inspect/Service		Annually		Licenced Contractor	15					X																				
Provision to upgrade intercom systems	FERMAX			Inspect/Service		Annually		Licenced Contractor	15					X																				
Maintain/replace door closers				Routine		Annually		OC	20					X																				
Inspect/Maintain Electrical Switchboard/RCDs				Compliance	AS/NZS 3000:2018	Biannually		Licenced Electrician	As required																									
FIRE PROTECTION SYSTEMS & EVACUATION																																		
Maintain/replace portable fire extinguishers				Compliance	AS1851-2012	6 monthly		Licenced Contractor	5					X					X				X											
LANDSCAPING																																		
Replace/refurbish garden mulch				Routine		Annually		OC	As required																									
Remove/trim large trees				Routine		Annually		OC	As required																									
Repair/replace timber garden edge				Routine		Annually		OC	25					X																				

ACT MAINTENANCE PLAN

The Strand - 995 (Class A)

10 Tank Street Phillip ACT 2606

Date of preparation of Initial Maintenance Plan - 1 August 2022

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Multi-unit residential Building maintenance guide

September 2018



This document has been developed in collaboration between Access Canberra, the Owners Corporation Network of the ACT (OCN), Housing Industry Association and Master Builders ACT.

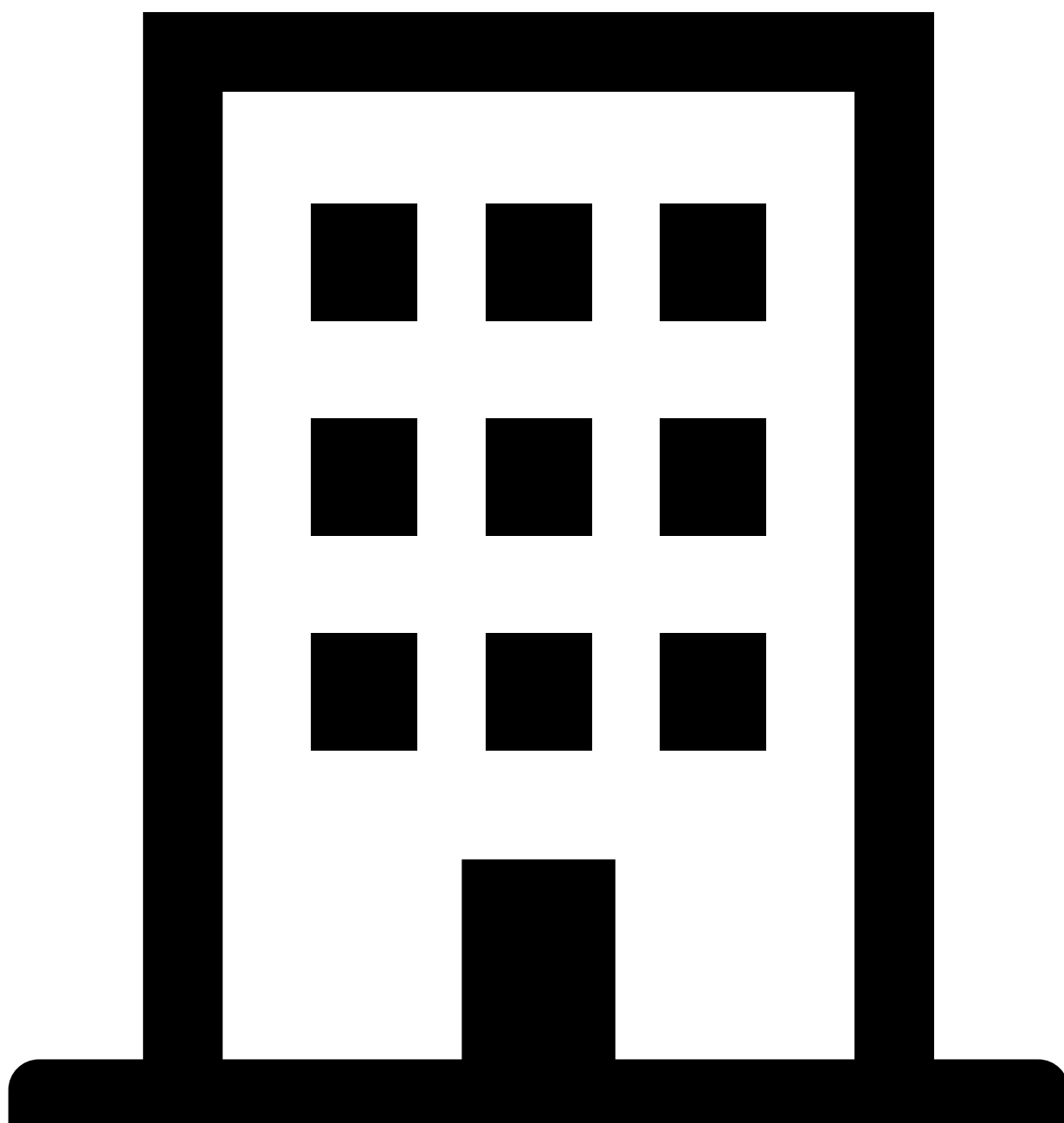
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Introduction

Why Read this Guide?

Unit living is a great way to be close to city centres and suits a wide range of buyers – from those looking to break into the market, to upsize (or downsize), and those seeking to enjoy the benefits of common facilities.

Buying or living in a Units Plan can, however, be very different to that of a stand-alone property and often there is confusion if something breaks, degrades or is found faulty. It is important to be aware of who is responsible for unit repairs or other maintenance so disputes can be avoided.

Simple and timely maintenance can prevent longer term issues. This guide will assist in furthering understanding on where responsibility for maintenance sits as well as where to get further advice or assistance.

Who should read this guide?

The Building Maintenance Guide is a useful resource for unit owners, owners corporations and unit managers to understand their maintenance obligations. It does not replace independent legal advice and should be used as a guide only.

It is also a useful resource for architects, designers and builders to use when completing design and construction projects in unit plans.

For unit owners and owners corporations, the guide should be read in conjunction with the *Unit Titles Management in the ACT* guide which provides additional information on unit living.

How to use this guide – which section covers what?

Section 1 outlines maintenance responsibilities of unit owners, owners corporations and builders, including Access Canberra's role in investigating complaints and enforcing compliance.

Section 2 explains financial management, particularly the general fund (sometimes known as the administrative fund) and sinking fund.

Section 3 explains how to plan your maintenance program.

Section 4 provides maintenance requirements. It is intended that architects and designers will fill out this section at the design phase incorporating building specifications, and that builders will update and complete during construction.

Section 5 provides useful information to assist unit owners and owners corporations.

Building Types – knowing your A's from your B's

The *Unit Titles (Management) Act 2011* and associated regulations require the management of multi-unit residential properties. The unit title system provides the framework for the separate ownership and collective management of a building.



Did you know?

In other states 'unit title' may be known as 'strata title'. Unit title will be used in this guide.

When a parcel of land is subdivided, it is divided into lots and common property. The common property of a Units Plan are the areas that exist outside of a lot and are used by, and belong jointly to, all of the owners of the units within the Units Plan.

The registered Units Plan documents will indicate what areas of the Units Plan are deemed common property. Each subdivision involves a number of individual property owners sharing in the decision making about management, maintenance and operation of common property and shared services.

Units are generally broken into two categories of plans – Class A and Class B. Depending on which subdivision (A or B) your property belongs to may mean different responsibilities.

Below is an indicative snapshot of which types of properties fall into which category. However, you can double check which class yours is by checking the title of the unit on the ‘Certificate of Title’, or by asking your agent or conveyance solicitor, or for those already purchased, your Contract for Sale.

Type	Style	Typical subdivision	General responsibilities
Villa, Townhouses, Semi Detached and Detached Houses	One to two storeys with multiple dwellings on the same parcel of land or around central amenities such as pools or courtyards.	Usually part of a plan of subdivision called “Class B”, in which the individual owner owns the entire dwelling inside and out.	The individual owner in a Class B will be responsible for the maintenance of their lot and the buildings upon it.
Low rise	Two to three storey ‘walk ups’ comprising of small blocks of units.	Usually form part of a plan of subdivision called “Class A”.	Items that are the sole use/benefit of one owner (this includes own water and sewerage pipes) is the responsibility of individual owners not OC.
Medium rise	Four to eight storey developments, often comprising a mix of dwelling sizes. Can be ‘walk up’ or vertically integrated with lift access.		
High rise	Nine or more storeys of vertically integrated accommodation, with lift access.		



TOP TIPS

Still unsure if your Unit Plan is an A or B? You can do a title search through Access Canberra for a small fee. More information is available at <https://actlis.act.gov.au>

1. Who is Responsible for Repairs and Maintenance?

Unit Owners

In Class A Units Plans, the unit owner owns the inside of the unit but not the main structure of the building. Usually the individual owner owns from the inside of their lot to halfway out through the boundary walls, ceiling, and the floor.

In general, the owners corporation owns the walls, ceiling and floor from outside of the lot to halfway in. The internal walls within the unit (e.g. the wall between the kitchen and lounge room), floor coverings, light fittings and curtains are all the property of the unit owner.

Owners in a Class A plan can elect to have either the owners corporation or the owner maintain certain parts of the complex by agreement at a general meeting of owners. In doing so, the sinking fund can be impacted.

An example of key items may look like:

Class A Maintenance Responsibility*			
Building element	Unit owner	Owners Corporation (OC)	Other (ie. any caveats)
<i>Inside unit:</i>			
Flooring	X		
Windows and fly screens	X		Can be a shared responsibility with OC, usually 50/50 split depending on maintenance required e.g. locks are often responsibility of owners, but flyscreens OC. Some OCs will split maintenance with owners if window replacement is required.
Ceiling lining and cornices	X		
Walls lining/painting	X		
Doors	X		
Heating and cooling	X		Individual heating cooling units are the responsibility of owners, unless it is a shared system in which in would be OC or a 50/50 split.
Balconies	X	X	Unit owner's responsibility is to ensure it's kept clean. The OC may only have responsibility for repairs and structural maintenance.
Appliances and fittings	X		
Benches, cabinets and joinery	X		
Shower screens	X		
Toilet and shower	X		
Lighting	X		
<i>Common property:</i>			
Pool/gym/sauna		X	
Gardens, landscaping		X	
Paths and driveways		X	

Class A Maintenance Responsibility*

Building element	Unit owner	Owners Corporation (OC)	Other (ie. any caveats)
Doors/windows outside unit		X	
Intercoms/ security systems		X	
Parking/garage areas		X	
Roof		X	
Other:			
Pest control of complex		X	
Lifts/stairwells/corridors		X	
Fire control and safety of common areas		X	

*Indicative only

Insurance matters can be complicated depending on the complex. It's best to check with the broker, insurance or strata manager before making arrangements.

In a Class B the individual owner owns the main structure of their building - inside and out - and often owns land inside their front and backyard.

Owners in a Class B complex can also elect to have the owners corporation maintain certain parts of their lot, such as the roof or painted surfaces, via a General Meeting of Owners.

Class B Maintenance Responsibility*

Building element	Unit owner	Owners Corporation	Other
Inside unit:			
Flooring	X		
Windows and fly screens	X		
Ceiling lining and cornices	X		
Walls lining	X		
Doors	X		
Heating and cooling	X		
Balconies	X		
Appliances and fittings	X		
Benches, cabinets and joinery	X		
Shower screens	X		
Toilet and shower	X		
Lighting	X		
Common property:			
Pool/gym/sauna		X	
Gardens, landscaping		X	Common property gardening and landscaping is responsibility of OC. Owners are responsible only for that within their own property.

Class B Maintenance Responsibility*			
Building element	Unit owner	Owners Corporation	Other
Paths and driveways		X	If they are on common property. Note some driveways or paths may be a part of a unit in which the owner would be responsible.
Doors/windows outside unit		X	If in common areas
Intercoms/ security systems	X		Generally, intercoms/security systems are the unit owners responsibility but there are secure complexes where OC may have responsibility to maintain parts of the security system.
Parking areas		X	OC has responsibility for common parking areas (eg visitor) but not personal garages.
Roof	X		
Other:			
Pest control of common areas of complex	X	X	OC responsible for pest control in common areas and unit owners responsible for pest control in their unit. Stairwells within units and fire alarms within units are the unit owners responsibility. External stairwells are OC responsibility. Note: Some Class Bs may have pest control undertaken collectively by the OC for everyone's benefit.
Lifts/stairwells		X	
Fire control and safety of common areas		X	

Owners Corporations

The owners corporation manages the common property on behalf of all unit owners and is responsible for the control, maintenance, management and administration of the common property.

Within multi-unit residential buildings, major assets components can vary widely and can include the building superstructure and its facade, hallway and shared spaces, lighting, pools/spas, gyms, gardens, shared water heating and car parking areas.

For mixed use strata complexes (residential and commercial) the owners corporation should consider many additional issues such as responsibility for facilities such as public toilets, waste removal and areas used, ventilation for restaurants, parking and freezer room locations.

Owners corporations are established to manage and maintain the common or shared property created when properties are unit-titled or subdivided.

All unit owners automatically become a member of the owners corporation. An Executive Committee is also established when the owners corporation is established. Until the first annual general meeting of the owners corporation, the Executive Committee comprises all the members of the owners corporation, that is, each unit owner.

The owners corporation manages the common property on behalf of all the unit owners and is responsible for the control, maintenance, management and administration of the common property.

Key obligations of an owners corporation are:

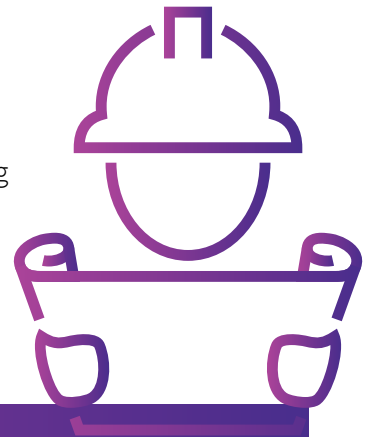
- establishing funds for property management and maintenance, including a rolling 10 year sinking fund plan for future repairs and replacements
- setting owners corporation levies each year
- engaging qualified, licensed and insured service contractors to carry out work, maintenance or repairs on the building(s) and common property

- adding to, amending and enforcing the articles or rules of the owners corporation
- taking out building insurance against defined events (such as storms and fire) and taking out other insurances required by law, for instance public liability insurance for the common property
- maintaining the common property in Class A complexes
- holding annual general or special meetings of owners
- keeping minutes of meetings
- paying bills and reconciling owners corporation expenditure and income
- preparing financial statements of accounts
- recording details of the ownership and occupancy of units in a corporate register
- keeping records of maintenance for essential items of plant and equipment – such as firefighting appliances and lifts
- providing information to owners and mortgagees about the unit scheme, including issuing a unit title certificate (also referred to as Section 119 Certificate) to unit owners who wish to sell their property
- the engagement of a units manager (if agreed)
- if necessary, commencing legal proceedings to recover damages for any harm caused to the building(s) or common property.

Builders

In the ACT, the first three months after completion of a property is generally regarded as the ‘minor defects liability period’ or ‘maintenance period’. During this time the builder should remedy and/or reinstate any items that become defective due to building movement or settling in, taking into account any warranties by manufacturers.

Important: builders are not required to rectify damage caused by the owner’s actions or those of other people engaged by the owner.



TOP TIPS

Details of defect liability periods are contained in individual building contracts – ensure you read these carefully, seek independent legal advice and ask questions to ensure you understand.

A good idea is to mark the liability period for your unit on your calendar and thoroughly check your property for any defects in this period.

If you identify an issue with the work of the builder, seek to resolve the issues directly with your builder in the first instance. Defects typically can relate to incomplete work, faulty fixtures or appliances, or issues of general workmanship. When considering workmanship, it is important that any issues are viewed in conjunction with one of the range of guides to standards and workmanship, which are produced by both industry and governments. These provide limits as to what is a defect and what is otherwise acceptable.

If you have a written contract with the developer, you should be aware of your contractual rights.

There are also limited timeframes associated with responsibility. The *Building Act 2004* provides a statutory warranty period of six years for structural elements of a building and two years for non-structural elements for all residential buildings. All buildings (including those greater than three storeys) are also covered by insurance for this purpose.

Important: for the purpose of statutory warranty a building does not generally include paving or a structure that is a fence, retaining wall, outdoor swimming pool, outdoor ornamental pond, mast, antenna, aerial, advertising device, notice or sign.

Construction Complaints

Sometimes things go wrong and cannot be resolved between the parties.

Access Canberra is responsible for investigating complaints about breaches of the *Construction Occupations (Licensing) Act 2004* (COLA) and associated operational acts including the *Building Act 2004*. Access Canberra's power to take action in relation to building disputes or complaints are generally limited to these acts.

The *Building Act 2004* and the *Building Regulation 2008* define and govern the performance of building work in the ACT.

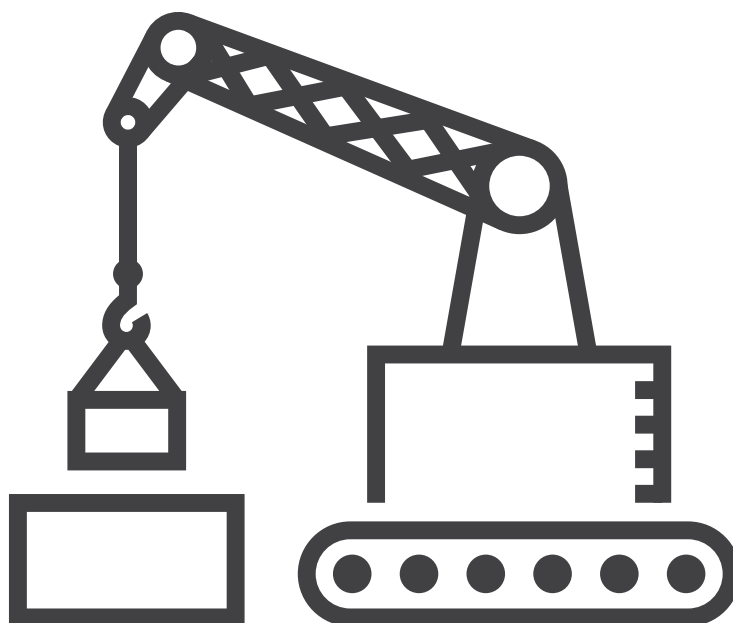
Complaints can be made to Access Canberra. You should provide any information that is relevant to the alleged breach.

Examples of Complaints

Examples of complaints that can be investigated by the Registrar include:

Did you know?

COLA is the principal legislation that governs the responsibilities of construction occupations licences including builders, plumbers, electricians and building certifiers.



- failing to comply with the Building Code of Australia
- whether building work has been carried out using appropriate materials and in a proper and skilful manner
- unacceptable standards of building work (refer to the Victorian Building Commission's Guide to Standards & Tolerances 2007) http://www.vba.vic.gov.au/_data/assets/pdf_file/0019/18127/Guide-to-Standards-and-Tolerances-2007.pdf

Some examples of issues the Registrar will not be able to investigate:

- contractual disputes – as this is a legal matter
- fit and finish issues – unless they are required for building code compliance.



TOP TIPS

Always seek to resolve issues firstly with the builder and seek independent legal advice if you have questions, concerns or issues.

2. Show Me the Money – Financial Management

Differences in Class A and B Subdivision Expenses

Generally, an owners corporation will organise a far greater range of maintenance activities in Class A plan of subdivision than in Class B. This is because in a Class A complex, the owners corporation will need to do such things as repaint the buildings, maintain the roof, gutters, downpipes, clean the stairwells, replace fences and maintain the common areas and facilities.

In a Class B complex, owners generally need to maintain a limited number of common facilities, which often consist only of driveways, letterboxes and common area lighting. Therefore the level of expenditure individual owners will be required to budget for will be generally higher in a Class A as opposed to a Class B.

General Fund (sometimes known as the Administrative Fund)

The owners corporation must establish an administrative fund for general administration purposes, and may also establish funds for special purposes by special resolution at a general meeting. At each annual general meeting the owners corporation must approve a general fund budget by ordinary resolution for the administrative fund and any special purpose funds. For the financial year the annual general meeting is being held, the general fund budget must detail:

- an estimate of the total contributions (sometimes referred to as body corporate fees or levies) to be paid into the general fund by the owners corporation members
- any estimate of any other amounts to be paid into the general fund such as proceeds of the sale of owners corporation property or 'fees to inspect' records
- an estimate of payments to be made out of the general fund such as insurance premiums, any recurrent expenses, utility costs for common property water, electricity and gas or day to day maintenance of the common property (for example, common area cleaning, lawn mowing and minor common property repairs or maintenance)
- fees for the Strata Manager (if engaged).



Did you know?

Examples of day to day maintenance expenses for the common property: common area cleaning, lawn mowing and minor common property repairs or maintenance.

Sinking Fund

If there are four or more units in a Units Plan, the owners corporation must establish and maintain an adequately funded sinking fund to provide for the future maintenance and upkeep of the common property and any other property the owners corporation holds. Unit Plans with less than four units may opt not to have a sinking fund but must still maintain the common property.

The sinking fund must be separate and distinguishable from all other money and funds of the owners corporation.

An inadequate sinking fund may lead to maintenance not being carried out which, in turn, can lead to problems with the amenity of the property and potentially more serious issues, such as those that might impact on the structural integrity of the building.

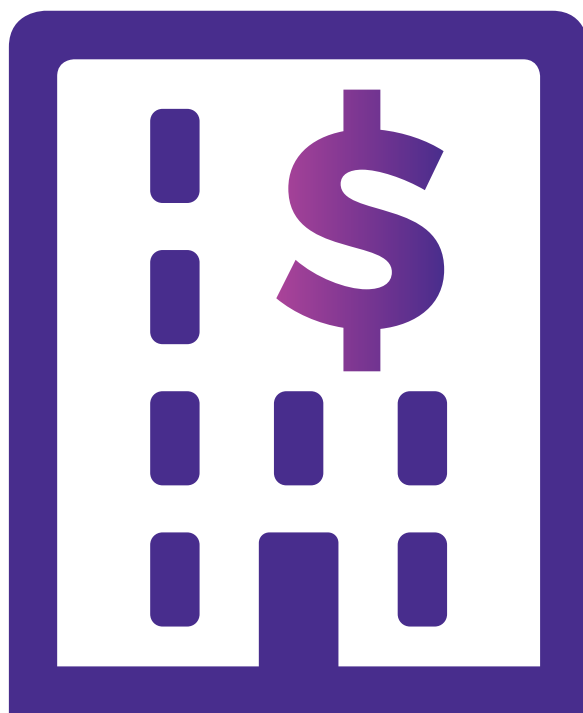
The owners corporation must approve a sinking fund plan by ordinary resolution within 12 months of the first annual general meeting for a ten year period beginning on the first day of the financial year following approval.

The plan must include:

- the expected sinking fund expenditure for at least the ten year period of the plan
- each financial year's total contributions required from members to meet the expected sinking fund expenditure for the financial year
- reserve an amount necessary to be accumulated to meet the expected expenditure over at least the remaining years of the plan.

Major expenditure to manage maintenance risks needs to be included in the plan. Major expenditure is generally on major assets which can include the building superstructure and its facade, hallway and shared spaces, lighting, pools/spas, gyms, gardens, shared water heating, and car parking areas. The adoption of the correct maintenance regime will ensure that financial expenditure is planned for within the sinking fund budget.

A sinking fund plan should also take into consideration eventual replacement of items beyond the ten year timeframe to ensure all costs are equitably distributed. An owners corporation may require the assistance of a professional to help create a comprehensive sinking fund plan. This advice may include the expected life of each of the components of the common property including components to provide water, sewerage and electricity and the potential refurbishment and replacement costs for each component. It may also include advice as to whether items of plant and equipment should be replaced or overhauled.



Did you know?

The sinking fund plan must be reviewed within four years of the plan being initially approved and then no later than every five years after each review. The owners corporation must approve, by ordinary resolution, a plan for the sinking fund (a sinking fund plan) for the 10 year period beginning on the first day of the financial year following the approval.

3. Maintenance Program

Ongoing building maintenance is the most cost-effective way to maintain the value of an asset and ensure the health and safety of the building's occupants. This means:

- the property is managed systematically
- building services can be monitored to assist their efficient use and reduce costs
- the standard and presentation of the property can be maintained.

Neglecting building maintenance may result in extensive and avoidable damage. Neglect can also increase fire and safety hazards that could result in property owners being found legally liable for any injuries.

A risk management strategy is a fundamental part of any maintenance program and it is a major determining factor in deciding whether preventative, scheduled or reactive maintenance programs are required to properly maintain common property facilities.

The following categories of maintenance will assist owners in planning and undertaking maintenance programs.

Cleaning

Cleaning is the simplest and often cheapest form of maintenance. Besides giving a bright appearance, cleaning can prevent build-up of moulds, overgrown plants or weeds and can prevent the build up of moisture becoming trapped, which can cause rust or rot.

Preventative Maintenance

Regular maintenance activities - such as repainting timber, sealing joints and keeping vents and pipes clear - can prevent damage occurring and often extends the life of the items.



TOP TIPS

An often neglected routine preventative maintenance is the cleaning of gutters which will help prevent blockages and internal water damage to dwellings and help prevent damage to gutters and downpipes.

Fire Safety Measures

Fire safety measures such as fire extinguishers and fire rated apartment or unit doors should, with some required by law, undergo routine maintenance to ensure that they operate correctly in the event of an emergency.

Corrective Maintenance

Repairing any faulty items can prevent more serious damage. For example, a noisy fan or basement garage door may be an indicator that a minor part needs to be replaced – if this is not done the fan or garage door motor may quickly fail and need to be replaced at far greater expense. Lifts are commonly maintained under a comprehensive lift maintenance agreement which limits the costs of lift related maintenance expenditure to a fixed price per annum and ensures prompt and efficient service in the event of a breakdown. Some unit titled complexes are locked into maintenance agreements by the developer. Unit purchasers need to check what agreements and contracts are in place for their building.

Emergency Corrective Maintenance

In some instances, unscheduled repairs will be required immediately for health, safety, security reasons. For example, roof repairs after storm damage, graffiti removal or replacing broken glass.

Rehabilitation or Replacement

When an item has reached the end of its useable or economic lifespan, it must be replaced. This covers items such as light bulbs, filters, pumps, door closers and termite protection. Within multi-unit properties there are critical building elements that require scheduled maintenance to ensure the safety, comfort and continued smooth operation of facilities for residents. Identifying the key common property assets, plant, equipment and facilities will allow for the owners to understand what needs to be maintained, to what standard and what type of maintenance regime is best suited to these common property components.

Specialist Help

For some issues, specialist help is useful. For example, if there are concerns about the structural integrity of a part of a building, it would be prudent to engage a structural engineer to identify the issue, its cause and its remedy to facilitate an acceptable outcome. Significant issues such as these may also require engagement of a legal professional to ensure that the correct documentation and legal determination of the relevant remedy is provided within the required timeframe.



Did you know?

Access Canberra can also assist with any questions about fair trading and building standards. Visit www.act.gov.au/accessCBR or phone 13 22 81.



4. Unit Owners Maintenance Requirements – Builder to Complete

To assist unit owners, a builder should complete the following table, or something similar, throughout the construction phase and should provide this information to unit owners at the time of completion. The table details the building and products, and specific recommended maintenance requirements.

Note: most companies will provide their own maintenance requirement form and in these instances the form below will not be required.

Owner:

Unit No:

Building Name:

Location/Address:

Building element	Maintenance Requirements <i>(include type of professional to undertake required maintenance)</i>	Product and Manufacturer <i>(including Alternative Building Solutions)</i>	Frequency	Warranty details	Tick if required for this building
Routine Maintenance					
Appliances and fittings					
Condensation minimising	Use of exhaust fans and opening of windows will assist with condensation minimising.				
Glazing					
Internal Plasterboard					
Wall & ceiling linings					
Cornices					
Joinery					
Windows					
Doors					
Door handles, hinges, locks and latches					
Fly screens					
Shower screens					
Benches, wall cabinets & vanities					
Internal Flooring					
Ceramic tiles					
Timber floorboards					
Carpet					

Building element	Maintenance Requirements <i>(include type of professional to undertake required maintenance)</i>	Product and Manufacturer <i>(including Alternative Building Solutions)</i>	Frequency	Warranty details	Tick if required for this building
Plumbing & Draining					
Tapware					
Pipes, drains and traps					
Balcony floor wastes					
Toilet Cistern					
Shower trays					
Electrical					
Interior lighting					
Smoke alarms					
Oven and stove tops					
Hot water service					
Gas Appliances					
Hot water service					
Heating					
Painting					
General					
Door-frames					
Balustrades					
Heating, Ventilation & Air Conditioning					
Air conditioning units					
Air vents, exhaust fans					
Balconies and Terraces					
Tiling and grouting					
Paving	(E.g. Removal of weeds and plant material and ensuring drains are not blocked)				
Parking					
Garage doors					
Door openers					

Note: The unit owner is responsible for the maintenance of any additional structural alterations or additions to the unit approved by the owners corporation e.g. installing of external air conditioning units or pergolas.

For additional maintenance requirements not contained in the table above, use the blank form at the back of this document.

Owners Corporation Maintenance Requirements – Builder to Complete

To assist the owners corporation, a builder should complete the following table, or something similar, throughout the construction phase and should provide this information to unit owners at the time of completion. The table details the building and products, and specific recommended maintenance requirements.

Note: most companies will provide their own maintenance requirement form and in these instances the form below will not be required.

Owners Corporation:

Unit Plan No:

Building Name:

Location/Address:

Building element	Maintenance Requirements (include type of professional to undertake required maintenance)	Product and Manufacturer (including Alternative Building Solutions)	Frequency	Warranty details	Tick if required for this building
Routine Maintenance					
Pest control					
Condensation minimising	Use of exhaust fans and opening of windows will assist with condensation minimising.				
Foundation Footings & Slab					
Footings & foundations					
Slab					
Timber Construction					
Eaves					
Decks					
Balustrades					
External Surfaces					
Render					
Brickwork					
Mouldings					
Structural Steel & Metal Work					
Protective coating					
Glazing					
Windows and doors					
Glass balustrades					

Building element	Maintenance Requirements (include type of professional to undertake required maintenance)	Product and Manufacturer (including Alternative Building Solutions)	Frequency	Warranty details	Tick if required for this building
Roofing					
Iron/battens					
Flashing					
Roofing					
Bird-proofing					
Internal Flooring (main foyer and hallways)					
Ceramic tiles					
Carpet					
Plumbing & Draining					
External taps					
Pipes, drains and traps					
Membranes on balconies					
Gutters (including box gutters)					
Downpipes					
Rain water tanks					
Stormwater					
Basement inspection outlets					
Plumbing under roads, paths, tiles					
Intelligent Building Systems & Controls					
Waterproofing Systems					
Electrical					
External lighting					
Switchboard & meter box					
Solar panels					
Painting					
Common areas					
External walls on balconies					
Balustrades on balconies					
Heating, Ventilation & Air Conditioning					
Boilers and heater controllers					
Cooling water towers					

Building element	Maintenance Requirements (include type of professional to undertake required maintenance)	Product and Manufacturer (including Alternative Building Solutions)	Frequency	Warranty details	Tick if required for this building
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Security Systems

Intercoms					
Surveillance cameras					
Security doors, gates & controllers					

Lifts

Lift cars					
Lift motors					
Lift controllers					

Pools, Spas and Gymnasiums

Pool fence					
Pool or sauna heater					
Thermostats, heating and ventilation control devices					
Water pumps and filters					

Parking

Garage doors					
Door openers					
Bike storage facilities					

Landscaping & External Works

Timber fence					
Steel fence					
Concrete					
Paving					
Plants					
Trees					



5. Essential Services Maintained by the Owners Corporation

The table below details the Schedule of Essential Safety Measures in accordance with the Australian Standards required for multi-unit residential properties. If defects or faults are observed they should be immediately inspected by a suitably qualified industry professional. The timeframes are recommendations only and may vary depending on products used.

Building Fire Systems

Essential safety measure <i>(including Alternative Building Solutions)</i>	Nature and/or frequency of test or inspection	Tick if required for this building
Wall-wetting sprinklers (including doors and windows required in conjunction with wall-wetting sprinklers)	As per AS 1851 - Section 2 if sprinkler system installed or every six months to ensure compliance, no damage or deterioration and water supply availability	
Fire doors (including sliding fire doors and their associated warning systems), fire-rated apartment doors and associated self-closing, automatic closing and latching mechanisms	Every three to 12 months as per AS 1851 - Section 17 check operation of handles closers and electronic strikes	
Fire windows (including windows that are automatic or permanently fixed in the closed position)	Every three months as per AS 1851 - Section 17 for damage, deterioration or unauthorised alteration, BCA	
Fire wall penetrations (including fire dampers and fire stopping of service penetrations)		
Solid core doors and associated self-closing and latching mechanisms	Annual inspection for damage, deterioration and check operation of closers, handles and electronic strikes	
Smoke doors and associated self-closing, automatic closing and latching mechanisms	Every three months as per AS 1851 - Check operation of closers, handles and electronic strikes	
Building occupant warning system	Monthly as prescribed AS 1851 Section 9	
Fire hydrant system (including on-site pump set and fire service booster connection)	Weekly to AS 1851 Section 4 where pumps are installed or six monthly to AS1851 Section 4. Annual inspection to ensure compliance of construction and contents with BCA	
Fire hose reel system	Every six months to AS 1851 Section 14	
Sprinkler system	Weekly to AS 1851 Section 21	
Portable fire extinguishers	Every six months to AS 1851 Section 15.4	
Fire control centres (or rooms) including location coding	Annual inspection to ensure compliance of construction and contents with BCA	

Access, Exits and Lifts

Essential safety measure	Nature and/or frequency of test or inspection	Tick if required for this building
Paths of travel to exits	Inspection every three months to ensure there are no obstructions and no alterations	
Exits (including fire-isolated stairways and ramps, non-fire isolated stairways and ramps, stair treads, balustrades and handrails associated with exits, and fire isolated passageways)	Inspection every three months to ensure there are no obstructions and alterations	
Signs, intercommunication systems, or alarm systems on doors of fire isolated exits stating that re-entry to storey is available	Annual inspection to ensure the warning sign is in place and legible	
Doors (other than fire or smoke doors) in a required exit, forming part of a required exit or in a path of travel to a required exit, and associated self-closing, automatic closing and latching mechanisms	Inspection every three months to ensure doors are intact, operational and fitted with conforming hardware	

Signage

Essential safety measure	Nature and/or frequency of test or inspection	Tick if required for this building
Exit signs (including direction signs)	Every 6 months to AS 2293.2	
Signs warning against the use of lifts in the event of fire	Annual inspection to ensure the warning sign is in place and legible	
Signs, intercommunication systems, or alarm systems on doors of fire isolated exits stating that re-entry to storey is available	Annual inspection to ensure the warning sign is in place and legible	
Signs alerting persons that the operation of doors must not be impaired	Annual inspection to ensure the warning sign is in place and legible	

Lighting

Essential safety measure	Nature and/or frequency of test or inspection	Tick if required for this building
Emergency lighting	Every 6 months to AS/NZS 2293.2	

Air Handling and Ventilation Systems

Essential safety measure	Nature and/or frequency of test or inspection	Tick if required for this building
Smoke hazard management systems: • automatic air pressurisation systems for fire-isolated exits • zone smoke control system automatic • smoke exhaust system automatic smoke and heat vents (including automatic vents for atriums) • air handling systems that do not form part of a smoke hazard management system and which may unduly contribute to the spread of smoke • miscellaneous air handling systems covered by Section 5 and 11 of AS/NZS 1668.1	Quarterly and as prescribed in AS 1851 Section 18. Documentation covering maintenance records required to implement the maintenance program shall be provided by the builder and retained by the units manager to record the maintenance carried out in accordance with 18.2.4.1 and 18.2.4.2.	
Carpark mechanical ventilation system	Frequency as nominated by manufacturer on label attached to equipment in accordance with AS 1851 Section 18	

6. Useful Information

External and Interior Surfaces Colours and Types

The tables below details the products, including types and colours for external and internal surfaces, used throughout the construction of your unit and the common property. This is intended to assist with colour matching paint, tiles and roof tiles etc.

Common Areas

Surface	Manufacturer	Type	Colour
Brick			
Roof tiles/sheeting			
Pavers			
Floor Tiles			
Wall Tiles			
Carpet			
Glazing			

Paint

Internal			
Architraves			
Doors			
Ceilings			
External			

Units

Surface	Manufacturer	Type	Colour
Floor Tiles			
Wall Tiles			
Carpet			

Paint

Internal			
Architraves			
Doors			
Ceilings			

Important Telephone Numbers

Contact	Name	Phone number
Emergency Services		000
Builder		
Units Manager		
Executive Committee		
Plumber		
Electrician		
Pest Control		
Gas (faults & emergencies)		
Electricity (faults & emergencies)		
Water (faults & emergencies)		
Maintenance Person		
Access Canberra		13 22 81

Useful Links

Building Technology Files (BTF) for Home-owners and Professionals

www.publish.csiro.au/books/series/42

Guide to Standards & Tolerances 2007

www.vba.vic.gov.au/_data/assets/pdf_file/0019/18127/Guide-to-Standards-and-Tolerances-2007.pdf

Guide to the Obligations of Owners Corporation Managers

www.act.gov.au/accessCBR

Unit Titles Dispute Resolution Guide

www.act.gov.au/accessCBR

Unit Titles (Management) Act 2011

www.legislation.act.gov.au/a/2011-41

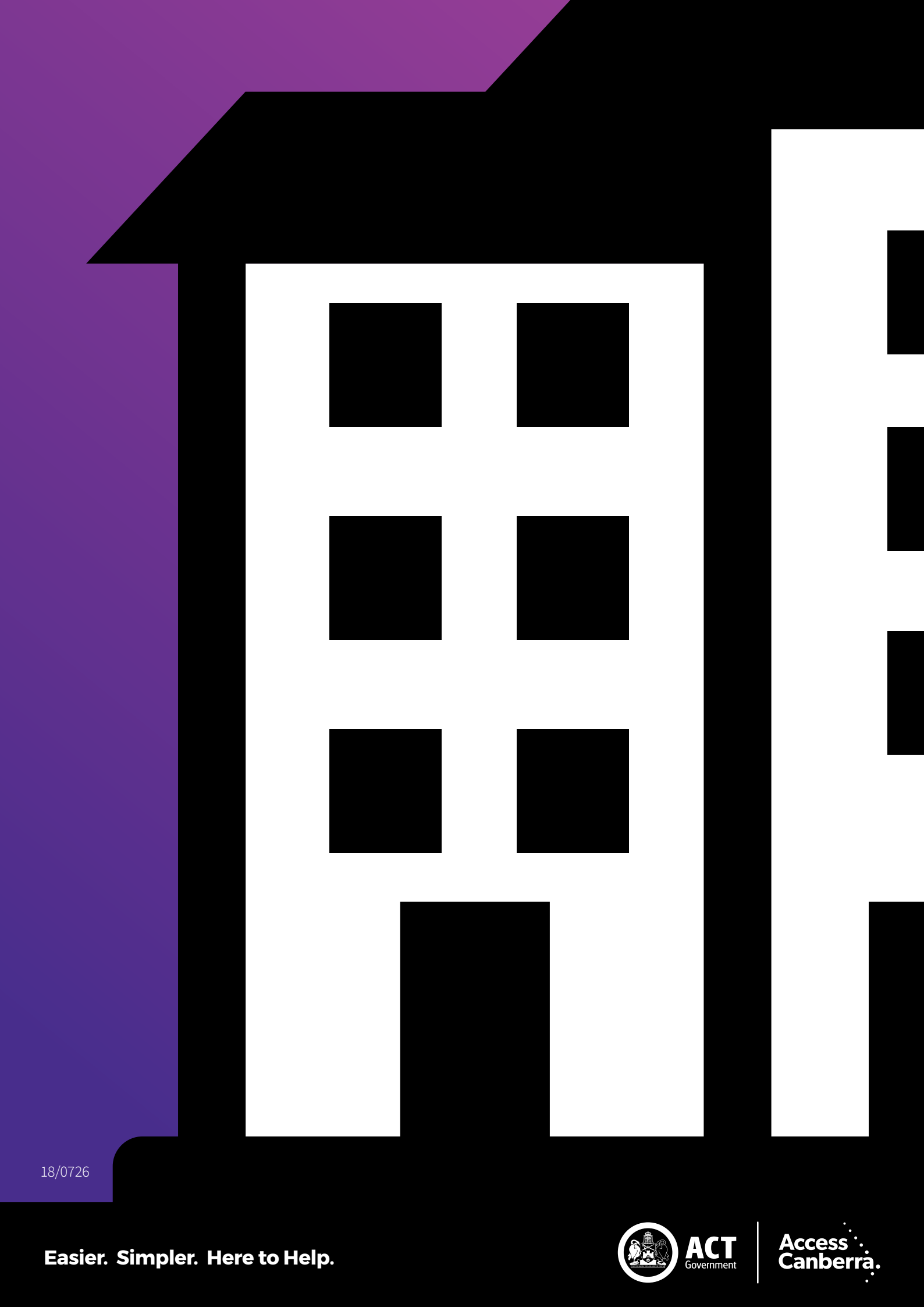
Owners Corporation Network of the ACT (OCN)

www.ocnact.org.au

Additional Requirements

This annexure is to be used to document building elements unique to individual buildings.

[illegible]



Sinking Fund Plan

The Strand
10 Tank Street, Phillip, ACT 2606
Scheme Number: 995



COMPILED BY MEHRDAD MOHSENI

**On 16 April 2024 for the
15 Years Commencing: 1 January 2024
QIA Job Reference Number: 150201**

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

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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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

10 Tank Street, Phillip, ACT 2606

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:	\$252.40
Number of Lot/Unit Entitlements:	100
Opening Balance:	\$39,166.00
The proposed Sinking Fund Levy per entitlement is:	\$235.02

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	01/01/2024	\$39,166	\$25,240	\$252.40	\$699	\$63,707
2	01/01/2025	\$63,707	\$23,502	\$235.02	\$734	\$86,476
3	01/01/2026	\$86,476	\$21,677	\$216.77	\$2,833	\$105,319
4	01/01/2027	\$105,319	\$19,761	\$197.61	\$1,932	\$123,148
5	01/01/2028	\$123,148	\$19,449	\$194.49	\$1,832	\$140,765
6	01/01/2029	\$140,765	\$20,421	\$204.21	\$26,983	\$134,203
7	01/01/2030	\$134,203	\$21,443	\$214.43	\$16,082	\$139,564
8	01/01/2031	\$139,564	\$22,515	\$225.15	\$1,349	\$160,730
9	01/01/2032	\$160,730	\$23,640	\$236.40	\$5,612	\$178,758
10	01/01/2033	\$178,758	\$24,822	\$248.22	\$126,016	\$77,564
11	01/01/2034	\$77,564	\$26,064	\$260.64	\$3,678	\$99,950
12	01/01/2035	\$99,950	\$27,367	\$273.67	\$7,200	\$120,116
13	01/01/2036	\$120,116	\$28,735	\$287.35	\$4,263	\$144,589
14	01/01/2037	\$144,589	\$30,172	\$301.72	\$3,147	\$171,613
15	01/01/2038	\$171,613	\$31,680	\$316.80	\$56,655	\$146,639

SINKING FUND FORECAST MOVEMENT

SUMMARY OF ANNUAL FORECAST EXPENDITURE

January 2024		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$699
<u>Total Forecast Expenditure for year - January 2024 (Inc GST):</u>		<u>\$699</u>
Includes GST amount of :		\$64
January 2025		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$734
<u>Total Forecast Expenditure for year - January 2025 (Inc GST):</u>		<u>\$734</u>
Includes GST amount of :		\$67
January 2026		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$770
EXTERNAL WORKS		
- Maintain common pipework		\$2,063
<u>Total Forecast Expenditure for year - January 2026 (Inc GST):</u>		<u>\$2,833</u>
Includes GST amount of :		\$258
January 2027		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$809
FIRE PROTECTION SYSTEMS		
- Provision to replace portable fire extinguishers		\$1,123
<u>Total Forecast Expenditure for year - January 2027 (Inc GST):</u>		<u>\$1,932</u>
Includes GST amount of :		\$176

January 2028	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$849
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FURNITURE & FITTINGS

- Provision to replace door closers	\$983
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<u>Total Forecast Expenditure for year - January 2028 (Inc GST):</u>	<u>\$1,832</u>
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Includes GST amount of :	\$167
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January 2029	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$892
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ROOF

- Maintain roof ridge capping/tiles	\$1,327
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STAIRWELL

- Replace carpet	\$24,765
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<u>Total Forecast Expenditure for year - January 2029 (Inc GST):</u>	<u>\$26,983</u>
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Includes GST amount of :	\$2,453
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January 2030	Expense Inc GST
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SUPERSTRUCTURE

- Replace window fixtures and fittings	\$1,073
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- Capital Replacement - General	\$936
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DRIVEWAYS, PATHWAYS & PARKING

- Maintain driveway 3% of total	\$2,828
---------------------------------	---------

FURNITURE & FITTINGS

- Provision to replace intercom handsets	\$4,512
- Provision to upgrade intercom systems & associated equipment	\$6,733
<u>Total Forecast Expenditure for year - January 2030 (Inc GST):</u>	<u>\$16,082</u>
Includes GST amount of :	\$1,462

January 2031Expense
Inc GST**SUPERSTRUCTURE**

- Provision to replace balustrade/handrail fixings	\$366
- Capital Replacement - General	\$983
<u>Total Forecast Expenditure for year - January 2031 (Inc GST):</u>	<u>\$1,349</u>
Includes GST amount of :	\$123

January 2032Expense
Inc GST**SUPERSTRUCTURE**

- Capital Replacement - General	\$1,032
---------------------------------	---------

DRIVEWAYS, PATHWAYS & PARKING

- Maintain pathways 10% of total	\$1,098
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EXTERNAL WORKS

- Maintain bin enclosure	\$2,048
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FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$1,433
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<u>Total Forecast Expenditure for year - January 2032 (Inc GST):</u>	<u>\$5,612</u>
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Includes GST amount of :	\$510
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January 2033	Expense Inc GST
SUPERSTRUCTURE	
- Repaint buildings	\$60,473
- Repaint balcony/patio ceilings	\$2,016
- Repaint fascia	\$2,102
- Repaint vent/downpipes	\$3,612
- Scaffold/access equip allowance	\$7,884
- Repaint door face	\$323
- Repaint balustrade	\$3,548
- Repaint handrails	\$4,902
- Repaint gables	\$3,297
- Repaint posts/columns	\$1,405
- Repaint gutters	\$1,978
- Capital Replacement - General	\$1,084
DRIVEWAYS, PATHWAYS & PARKING	
- Repaint line marking	\$269
EXTERNAL WORKS	
- Maintain common pipework	\$2,903
FENCING	
- Repaint boundary walls/fencing	\$1,548
ROOF	
- Provision to replace guttering in 10 years	\$14,110

STAIRWELL

- Repaint walls	\$8,654
- Repaint ceiling	\$2,638
- Repaint handrails	\$1,498
- Repaint door face	\$1,774
<u>Total Forecast Expenditure for year - January 2033 (Inc GST):</u>	<u>\$126,016</u>
Includes GST amount of :	\$11,456

January 2034Expense
Inc GST**SUPERSTRUCTURE**

- Capital Replacement - General	\$1,138
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FENCING

- Maintain masonry fencing	\$2,540
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<u>Total Forecast Expenditure for year - January 2034 (Inc GST):</u>	<u>\$3,678</u>
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Includes GST amount of :	\$334
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January 2035Expense
Inc GST**SUPERSTRUCTURE**

- Capital Replacement - General	\$1,195
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FURNITURE & FITTINGS

- Provision to replace mail boxes	\$4,623
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- Provision to replace door closers	\$1,383
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<u>Total Forecast Expenditure for year - January 2035 (Inc GST):</u>	<u>\$7,200</u>
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Includes GST amount of :	\$655
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January 2036Expense
Inc GST**SUPERSTRUCTURE**

- Capital Replacement - General	\$1,255
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EXTERNAL WORKS

- Provision to replace bin enclosure roller door	\$3,008
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<u>Total Forecast Expenditure for year - January 2036 (Inc GST):</u>	<u>\$4,263</u>
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Includes GST amount of :	\$388
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January 2037

Expense Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$1,318
---------------------------------	---------

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$1,829
--	---------

<u>Total Forecast Expenditure for year - January 2037 (Inc GST):</u>	<u>\$3,147</u>
--	----------------

Includes GST amount of :	\$286
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January 2038

Expense Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$1,384
---------------------------------	---------

FENCING

- Replace powder coated baluster fencing in 15 years	\$14,270
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ROOF

- Provision to replace metal roof in 25 years	\$30,299
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- Provision to replace down pipes in 15 years	\$10,702
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<u>Total Forecast Expenditure for year - January 2038 (Inc GST):</u>	<u>\$56,655</u>
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Includes GST amount of :	\$5,150
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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
SUPERSTRUCTURE																		
- Repaint buildings	\$33,750	2033	10										60473					
- Repaint balcony/patio ceilings	\$1,125	2033	10										2016					
- Repaint fascia	\$1,173	2033	10										2102					
- Replace window fixtures and fittings	\$693	2030	9							1073								
- Repaint vent/downpipes	\$2,016	2033	10										3612					
- Scaffold/access equip allowance	\$4,400	2033	10										7884					
- Repaint door face	\$180	2033	10										323					
- Provision to replace balustrade/handrail fixings	\$225	2031	8								366							
- Repaint balustrade	\$1,980	2033	10										3548					
- Repaint handrails	\$2,736	2033	10										4902					
- Repaint gables	\$1,840	2033	10										3297					
- Repaint posts/columns	\$784	2033	10										1405					
- Repaint gutters	\$1,104	2033	10										1978					
- Capital Replacement - General	\$605	2024	1	699	734	770	809	849	892	936	983	1032	1084	1138	1195	1255	1318	1384
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain pathways 10% of total	\$644	2032	11									1098						
- Maintain driveway 3% of total	\$1,827	2030	12							2828								
- Repaint line marking	\$150	2033	12										269					

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
EXTERNAL WORKS																		
- Maintain bin enclosure	\$1,200	2032	9									2048						
- Maintain common pipework	\$1,620	2026	7			2063						2903						
- Provision to replace bin enclosure roller door	\$1,450	2036	14													3008		
FENCING																		
- Replace powder coated baluster fencing in 15 years	\$6,240	2038	30															14270
- Repaint boundary walls/fencing	\$864	2033	10										1548					
- Maintain masonry fencing	\$1,350	2034	12											2540				
FURNITURE & FITTINGS																		
- Provision to replace mail boxes	\$2,340	2035	25															
- Provision to replace intercom handsets	\$2,915	2030	15							4512					4623			
- Provision to upgrade intercom systems & associated equipment	\$4,350	2030	15							6733								
- Provision to replace door closers	\$700	2028	7					983								1383		
FIRE PROTECTION SYSTEMS																		
- Provision to replace portable fire extinguishers	\$840	2027	5				1123					1433					1829	
ROOF																		
- Maintain roof ridge capping/tiles	\$900	2029	12						1327									
- Provision to replace guttering in 10 years	\$7,875	2033	30										14110					
- Provision to replace metal roof in 25 years	\$13,250	2038	5														30299	
- Provision to replace down pipes in 15 years	\$4,680	2038	30															10702

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
STAIRWELL																		
- Repaint walls	\$4,830	2033	10										8654					
- Repaint ceiling	\$1,472	2033	10										2638					
- Repaint handrails	\$836	2033	10										1498					
- Replace carpet	\$16,800	2029	12						24765									
- Repaint door face	\$990	2033	10										1774					
Total				699	734	2833	1932	1832	26983	16082	1349	5612	126016	3678	7200	4263	3147	56655
Includes GST amount of				64	67	258	176	167	2453	1462	123	510	11456	334	655	388	286	5150

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
SUPERSTRUCTURE																		
- Repaint buildings	\$33,750	2033	10	4808	9856	15157	20723	26567	32703	39146	45911	53014	60473	7832	16055	24689	33755	43274
- Repaint balcony/patio ceilings	\$1,125	2033	10	160	329	505	691	886	1090	1305	1531	1767	2016	261	535	823	1125	1442
- Repaint fascia	\$1,173	2033	10	167	343	527	720	923	1137	1361	1596	1843	2102	272	558	858	1173	1504
- Replace window fixtures and fittings	\$693	2030	9	132	270	415	568	728	896	1073	151	309	476	650	834	1026	1229	1441
- Repaint vent/downpipes	\$2,016	2033	10	287	589	905	1238	1587	1953	2338	2742	3167	3612	468	959	1475	2016	2584
- Scaffold/access equip allowance	\$4,400	2033	10	627	1285	1976	2702	3464	4264	5104	5986	6912	7884	1021	2093	3219	4401	5642
- Repaint door face	\$180	2033	10	26	53	81	111	142	175	209	245	283	323	42	86	132	180	231
- Provision to replace balustrade/handrail fixings	\$225	2031	8	38	79	121	165	212	261	312	366	57	116	178	244	312	385	460
- Repaint balustrade	\$1,980	2033	10	282	578	889	1216	1559	1919	2297	2694	3110	3548	459	942	1448	1980	2539
- Repaint handrails	\$2,736	2033	10	390	799	1229	1680	2154	2651	3173	3722	4297	4902	635	1301	2001	2736	3507
- Repaint gables	\$1,840	2033	10	262	537	826	1130	1448	1783	2134	2503	2890	3297	427	875	1346	1840	2359
- Repaint posts/columns	\$784	2033	10	112	229	352	481	617	760	909	1067	1232	1405	182	373	573	784	1005
- Repaint gutters	\$1,104	2033	10	157	322	496	678	869	1070	1280	1502	1734	1978	256	525	807	1104	1415
- Capital Replacement - General	\$605	2024	1	699	734	770	809	849	892	936	983	1032	1084	1138	1195	1255	1318	1384
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain pathways 10% of total	\$644	2032	11	100	204	314	429	550	677	811	951	1098	132	271	417	569	730	899
- Maintain driveway 3% of total	\$1,827	2030	12	347	712	1095	1497	1919	2363	2828	319	654	1006	1375	1763	2170	2598	3046
- Repaint line marking	\$150	2033	12	21	44	67	92	118	145	174	204	236	269	30	62	96	131	168

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
EXTERNAL WORKS																		
- Maintain bin enclosure	\$1,200	2032	9	186	381	586	801	1026	1263	1512	1774	2048	288	591	908	1242	1592	1960
- Maintain common pipework	\$1,620	2026	7	654	1342	2063	357	731	1124	1537	1970	2425	2903	502	1028	1581	2162	2772
- Provision to replace bin enclosure roller door	\$1,450	2036	14	170	348	535	732	938	1155	1383	1622	1873	2136	2413	2703	3008	304	623
FENCING																		
- Replace powder coated baluster fencing in 15 years	\$6,240	2038	30	661	1356	2085	2850	3654	4498	5384	6315	7292	8318	9395	10526	11714	12961	14270
- Repaint boundary walls/fencing	\$864	2033	10	123	252	388	530	680	837	1002	1175	1357	1548	200	411	632	864	1108
- Maintain masonry Fencing	\$1,350	2034	12	179	367	564	771	988	1216	1456	1707	1971	2249	2540	287	587	903	1235
FURNITURE & FITTINGS																		
- Provision to replace mail boxes	\$2,340	2035	25	290	595	916	1252	1605	1976	2365	2773	3203	3653	4126	4623	328	672	1034
- Provision to replace intercom handsets	\$2,915	2030	15	554	1136	1747	2389	3062	3769	4512	435	891	1370	1874	2402	2957	3539	4151
- Provision to upgrade intercom systems & associated equipment	\$4,350	2030	15	827	1695	2607	3564	4569	5625	6733	649	1330	2045	2796	3584	4412	5281	6194
- Provision to replace door closers	\$700	2028	7	178	365	561	767	983	170	348	535	732	939	1155	1383	239	490	753
FIRE PROTECTION SYSTEMS																		
- Provision to replace portable fire extinguishers	\$840	2027	5	261	534	821	1123	259	532	818	1118	1433	331	679	1043	1427	1829	422

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
ROOF																		
- Maintain roof ridge capping/tiles	\$900	2029	12	195	400	615	841	1078	1327	150	307	472	645	827	1018	1219	1430	1651
- Provision to replace guttering in 10 years	\$7,875	2033	30	1122	2300	3537	4835	6199	7630	9134	10712	12370	14110	918	1882	2894	3956	5072
- Provision to replace metal roof in 25 years	\$13,250	2038	5	1404	2878	4427	6052	7759	9551	11432	13408	15483	17661	19948	22350	24871	27519	30299
- Provision to replace down pipes in 15 years	\$4,680	2038	30	496	1017	1563	2138	2740	3373	4038	4736	5469	6238	7046	7894	8785	9720	10702
STAIRWELL																		
- Repaint walls	\$4,830	2033	10	688	1410	2169	2966	3802	4680	5602	6570	7587	8654	1121	2297	3533	4830	6193
- Repaint ceiling	\$1,472	2033	10	210	430	661	904	1159	1427	1708	2003	2313	2638	342	700	1077	1472	1888
- Repaint handrails	\$836	2033	10	119	244	375	513	658	810	970	1137	1313	1498	194	398	612	836	1072
- Replace carpet	\$16,800	2029	12	3641	7464	11478	15693	20118	24765	2794	5728	8808	12043	15439	19005	22750	26681	30809
- Repaint door face	\$990	2033	10	141	289	445	608	779	959	1148	1347	1555	1774	230	471	724	990	1269
TOTAL ACCRUALS				20015	41032	61035	82684	105547	104442	113334	137145	157949	59646	84155	106529	133128	162369	139722

* 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.

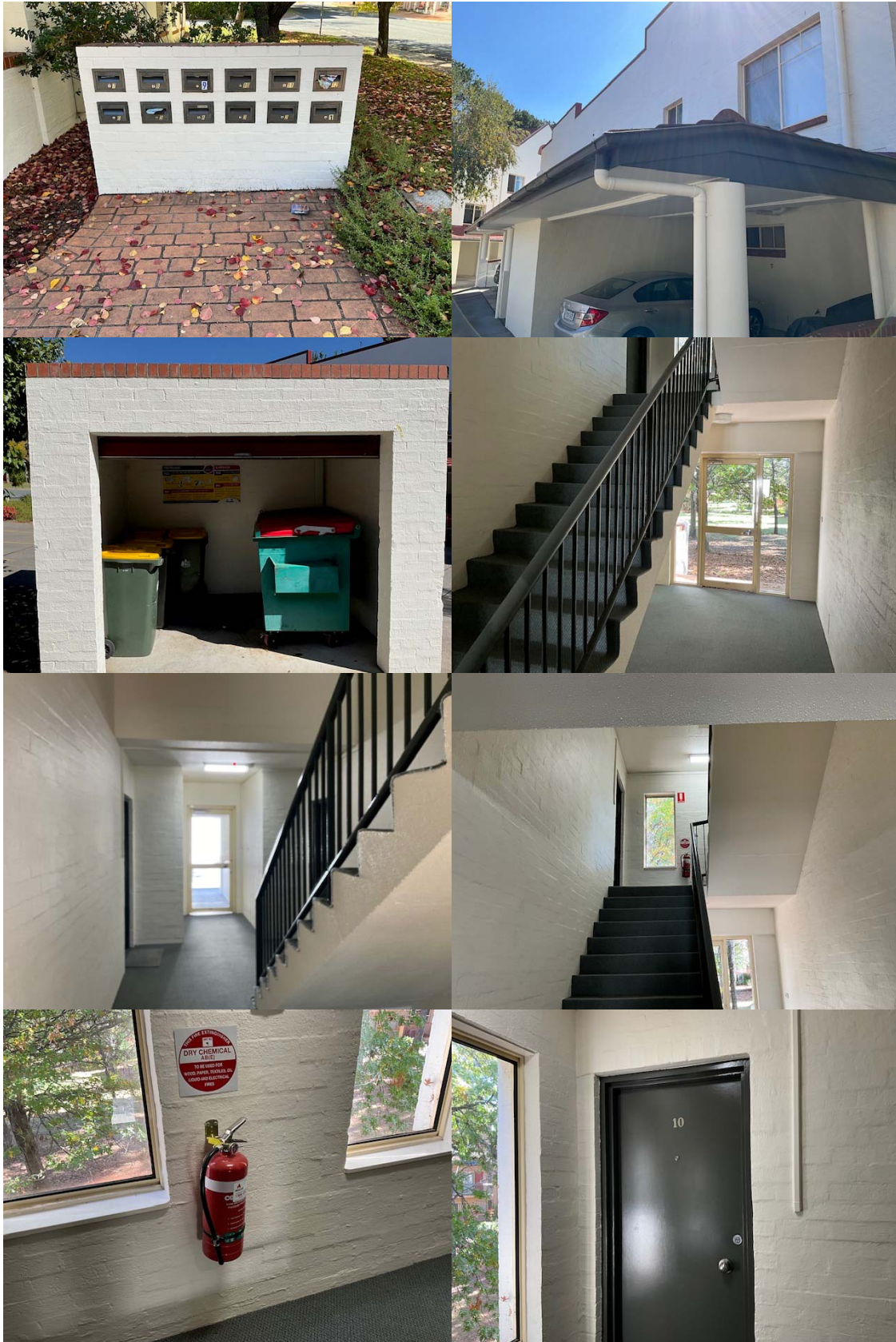
This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report 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.

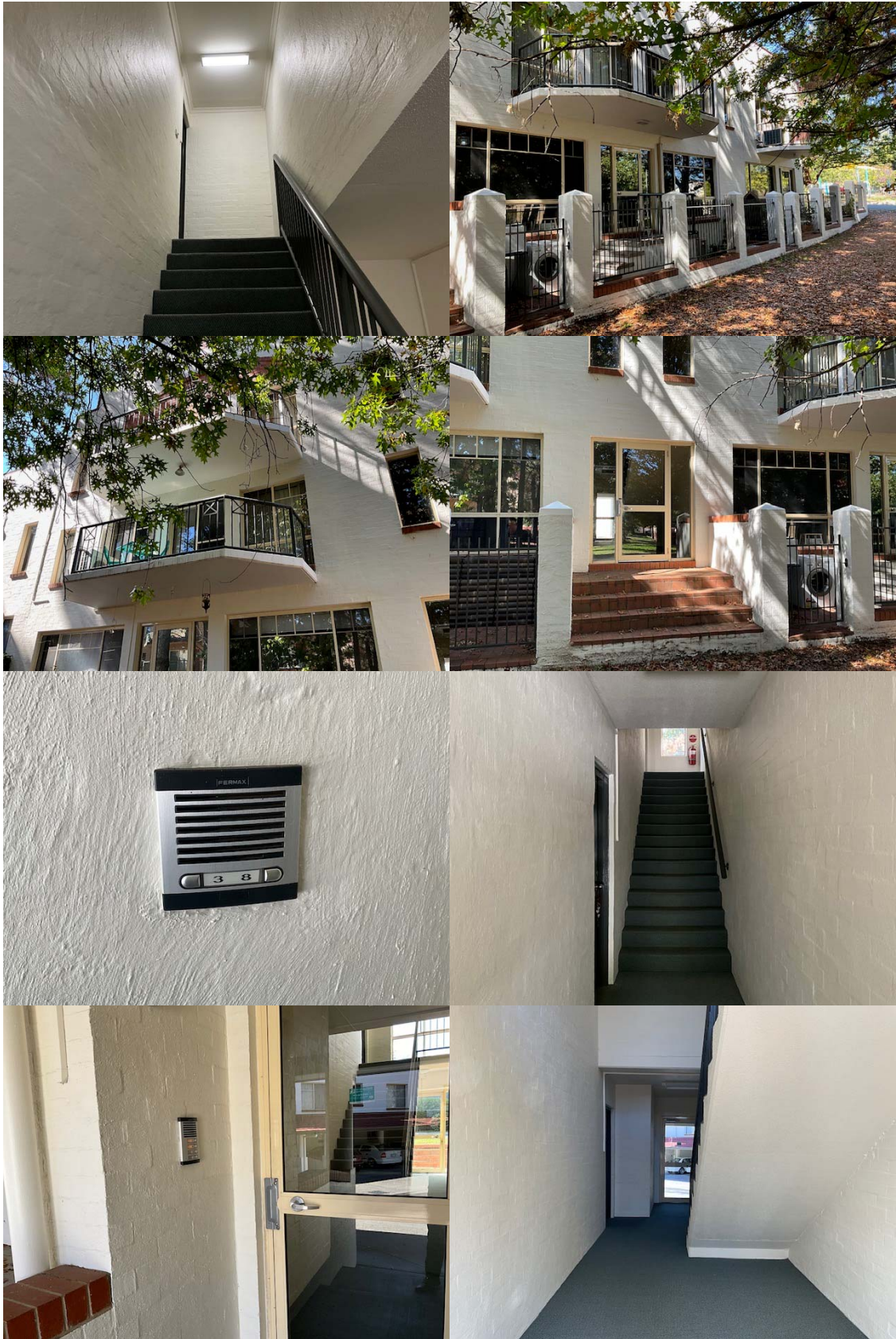
The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific 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.

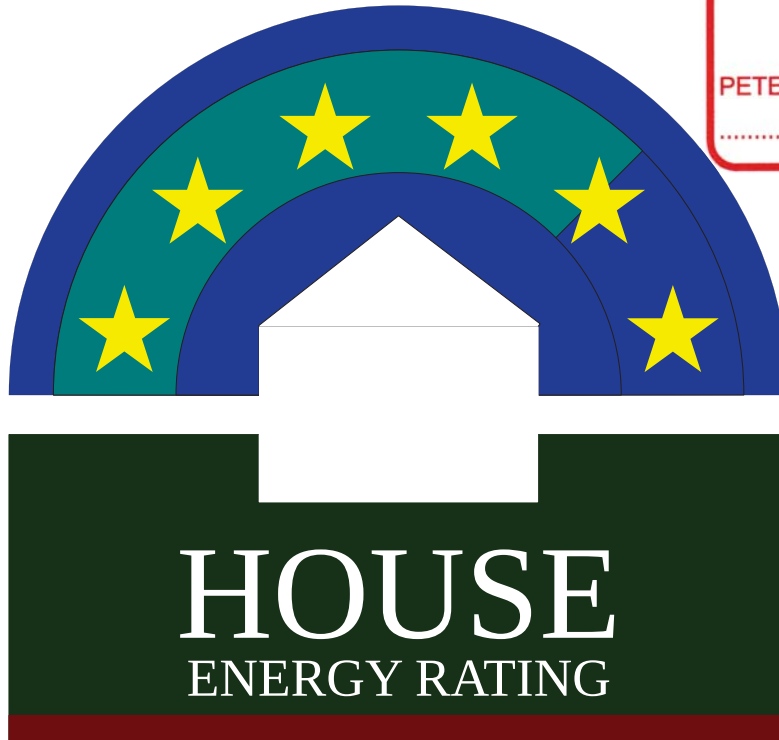
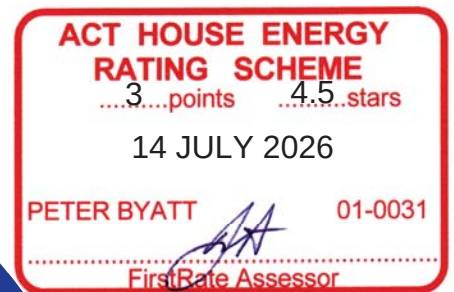
AREAS NOT INSPECTED

- 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.





FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★★☆☆☆ **4.5 STARS**
in Climate: 24 **SCORE: 3 POINTS**

Name: Dani Mako

Ref No: PH165006U5

House Title: Section: 165 Block: 6 Unit: 5

Date: 14-07-2026

Address: 5/10 Tank Street

PHILLIP 2606

Reference: C:\PROGRAM FILES\...\202627 SOP\PH165006 0 00 00 005

This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.

Appliance Ratings

Heating: Unknown Heater / Unknown Rating

Cooling: Unknown Cooling / Unknown Rating

HotWater: Unknown Hot Water System / Unknown Rating

The appliance ratings above are based on information provided by the applicant and are included for information purposes only. They do not affect the House Energy Rating of the dwelling.

IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

Star Rating	POOR			AVERAGE				GOOD				V. GOOD
	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★	★★★★★★★★★★	★★★★★★★★★★★
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	3											
Potential	3											

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
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ORIENTATION

Orientation is one of the key factors which influences energy efficiency. This dwelling will achieve different scores and star ratings for different orientations.

Current Rating	3	★★★★☆
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Largest windows in the dwelling;

Direction : West

Area : 13 m²

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. West	3	★★★★☆
2. North West	9	★★★★★
3. North	18	★★★★★★
4. North East	16	★★★★★☆☆
5. East	10	★★★★★
6. South East	6	★★★★★
7. South	8	★★★★★
8. South West	3	★★★★☆

FirstRate Mode
Climate: 24

RATING SUMMARY for: **Section: 165 Block: 6 Unit: 5, 5/10 Tank Street, PHILLIP 2606**

Assessor's Name: **Peter Byatt**

Net Conditioned Floor Area: **57.5 m²**

Net Conditioned Floor Area: 57.5 m²				Points		
Feature				Winter	Summer	Total
CEILING				15	0	15
Surface Area: 112		Insulation: -98				
WALL				-9	4	-6
Surface Area: 6		Insulation: -23		Mass: 11		
FLOOR				12	0	12
Surface Area: 0		Insulation: -1		Mass: 13		
AIR LEAKAGE (Percentage of score shown for each element)				9	0	9
Fire Place 0 %		Vented Skylights 0 %				
Fixed Vents 0 %		Windows 45 %				
Exhaust Fans 21 %		Doors 0 %				
Down Lights 0 %		Gaps (around frames) 34 %				
DESIGN FEATURES				0	1	1
Cross Ventilation 1						
ROOF GLAZING				0	0	0
Winter Gain 0		Winter Loss 0				
WINDOWS				-33	-23	-56
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
E	2	3%	-6	5	-1	-2
W	13	23%	-60	28	-22	-54
Total	15	26%	-66	33	-23	-56

* 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 4 points

			Winter	Summer	Total
RATING	★ ★ ★ ★ ☆	SCORE	-6	-19	3*

* includes 28 points from Area Adjustment

Detailed House Data

House Details

ClientName	Dani Mako
HouseTitle	Section: 165 Block: 6 Unit: 5
StreetAddress	5/10 Tank Street
Suburb	PHILLIP 2606
AssessorName	Peter Byatt
FileCreated	14-07-2026
Comments	Area Approx: 62 Sq M

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Concrete Slab on ground	No Subfloor	No	No	No	Carp	R0.0	54.2m²
2	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.0	7.8m²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Cavity	Yes	R0.0	14.6m	2.5m
2	Brick Cavity	No	R0.0	16.8m	2.5m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Suspended Slab	Yes	No	R0.0	62.0m²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	E	0.6m	0.9m	Yes	SG	ALSTD	NC	No	0.0m	0.0m	0.0m
2	E	0.6m	1.8m	No	SG	ALSTD	HB	No	0.0m	0.0m	0.0m
3	W	1.8m	2.7m	No	SG	ALSTD	CW	No	0.0m	0.0m	0.0m
4	W	2.1m	1.7m	No	SG	ALSTD	HB	No	1.8m	1.8m	0.4m
5	W	1.8m	2.7m	No	SG	ALSTD	HB	No	1.8m	1.8m	0.4m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
No shaded windows											

Zoning Details

Is there Cross Flow Ventilation ?	Good
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Air Leakage Details

Location	Suburban
Is there More than One Storey ?	No
Is the Entry open to the Living Area ?	No
Area of Heavyweight Mass	0m²
Area of Lightweight Mass	0m²

	Sealed	UnSealed
Chimneys	0	0
Vents	0	0
Fans	1	0
Downlights	0	0

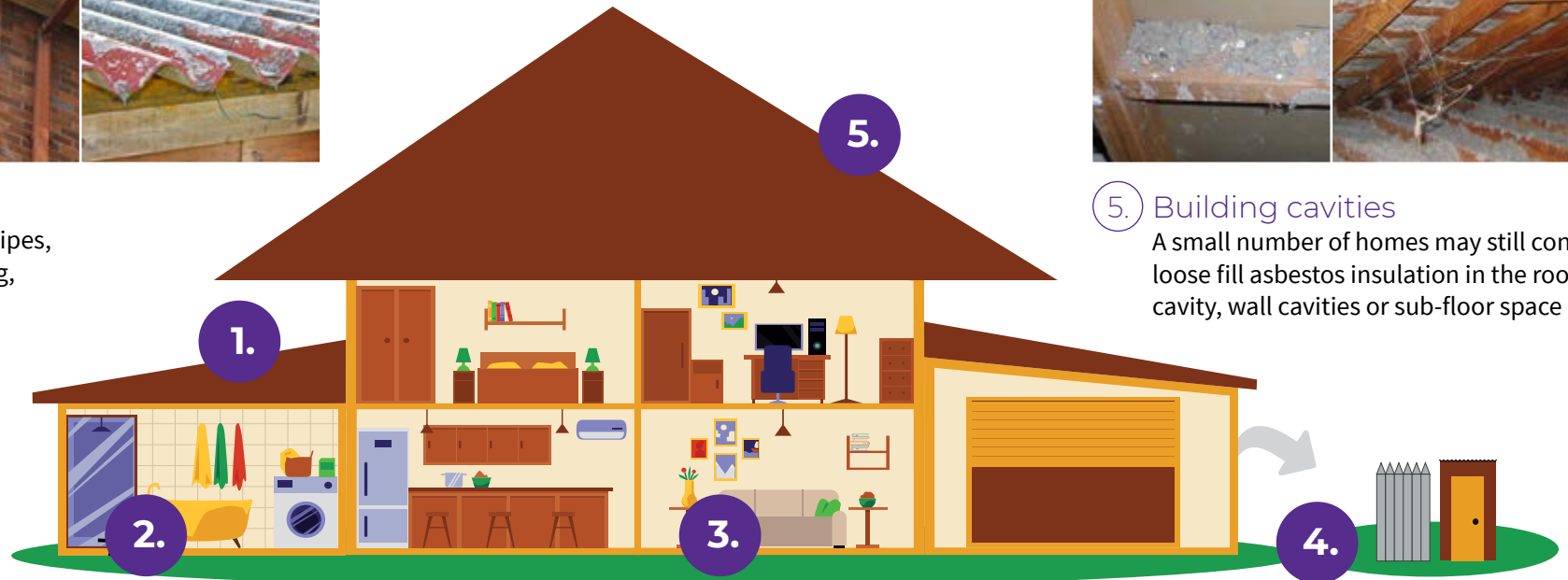
Skylights	0	0
Utility Doors	0	0
External Doors	0	0
Unflued Gas Heaters		0
Percentage of Windows Sealed		100%
Windows - Average Gap		Small
External Doors - Average Gap		Small
Gaps & Cracks Sealed		Yes

If a home was built before 1990 it may contain dangerous asbestos material

Identify where asbestos materials might be. Five common places are:



1. Exterior
roof sheeting, gutters, downpipes,
ridge capping, eaves, cladding,
electrical switchboards



5. Building cavities
A small number of homes may still contain
loose fill asbestos insulation in the roof
cavity, wall cavities or sub-floor space



2. Wet areas - bathroom, laundry and kitchen
wall and ceiling panels, vinyl floor tiles, backing for wall tiles
and splashbacks, hot water pipe insulation



3. Internal areas
wall and ceiling panels, carpet underlay,
textured paints, insulation in domestic
heaters



4. Backyard
fences, sheds, garages, carports, dog kennels, buried or
dumped waste, letterboxes, swimming pools

If a home was built before 1990 it may contain dangerous asbestos material

Assess the risk

A licensed asbestos assessor can help identify asbestos in your home and its condition.

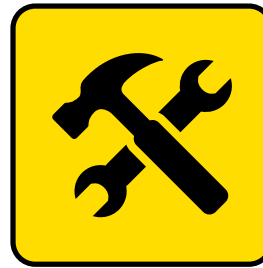
Asbestos materials become dangerous when:



Broken or in poor
condition



Damaged
accidentally



Disturbed during
renovation or repairs



Loose fill asbestos
insulation



Manage asbestos safely

- Monitor the condition of asbestos in your home
- Inform tradespeople of locations of asbestos in your home
- Avoid disturbing or damaging asbestos if working on your home
- Engage a licensed asbestos removalist to remove asbestos

If you suspect your home contains loose fill asbestos insulation, contact Access Canberra.