

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		5	3600	7	55	Lyneham
		and known as 5/16 De Burgh Street, Lyneham ACT 2602				
Seller	Full name	Christopher Robert Turnbull				
	ACN/ABN					
	Address	Townhouse 1, 28 West Street, North Sydney, NSW 2060				
Seller Solicitor	Firm	McGilvray Law				
	Email	Caitlin@mcgilvraylaw.com.au				
	Phone	02 6189 5820	Ref: Caitlin Naumann			
	DX/Address	Level 10, 197 London Circuit, Canberra, ACT 2600				
Stakeholder	Name	Hive Property (act) Pty Ltd				
Seller Agent	Firm	Hive Property ACT				
	Email	samanthal@hiveproperty.co				
	Phone	0402 507 902	Ref: Samantha Linsdell			
	DX/Address	Level 1, 4 Campion Street, Deakin, ACT 2600				
Restriction on Transfer	Mark as applicable	☒ Nil ☐ section 370 ☐ section 280 ☐ section 306 ☐ section 351				
Land Rent	Mark one	☒ Non-Land Rent Lease ☐ Land Rent Lease				
Occupancy	Mark one	☒ Vacant possession ☐ Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	Fixed floor coverings, light fittings, window treatments as inspected				
Date for Registration of Units Plan						
Date for Completion On or before 30 days from the Date of this Contract						
Electronic Transaction? ☐ No ☒ Yes, using Nominated ELN: PEXA						
Land Tax to be adjusted? ☐ No ☒ Yes						
Residential Withholding Tax	New residential premises?		☒ No ☐ Yes			
	Potential residential land?		☒ No ☐ Yes			
	Buyer required to make a withholding payment?		☒ No ☐ Yes (insert details on p.3)			
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		☐ No ☐ Yes			
		Clearance Certificates attached for all the Sellers?		☐ No ☐ Yes		

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

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

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- ☐ Proposed plan
- ☐ Inclusions list

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

- ☐ Inclusions list
- ☐ Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

Invoices

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

Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

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

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

Tenancy Summary

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

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

Name		Phone	
Address			

SPECIAL CONDITIONS

These Special Conditions apply in addition to the Printed Terms. In the event of any inconsistency between the Printed Terms and these Special Conditions, the Special Conditions prevail to the extent of the inconsistency.

1. Variations to Printed Terms

1.1 Variations

The Printed Terms are hereby varied as follows:

- (a) '**Land Charges**' is amended by inserting 'including body corporate levies' after 'Property';
- (b) clause 2.3 is replaced with the following:

'The Deposit may be paid by cheque, cash (up to \$3,000.00), Electronic Fund Transfer (EFT) or DEFT Auction Pay, but if it is not paid on time or, if the Deposit is not received as cleared funds into the trust account of the Stakeholder by 5:00pm on the second business day after the Date of this Contract, the Buyer is in default.';
- (c) clause 5.3 is amended by replacing 'no later than 14 days before' with 'on';
- (d) insert clause 10.3 as follows:

'10.3 The Seller is not required to maintain any lawn or gardens after the Date of this Contract, and the Buyer cannot make any objection or claim or cause any delay due to any deterioration of the landscaping or lawn between the Date of this Contract and Completion.';
- (e) clause 13.6 is amended by replacing 'within 7 days of the Effective Date' with 'prior to Completion';
- (f) clause 13.8 is amended by replacing 'Within 7 days of' with 'After';
- (g) clause 13.10 is deleted;
- (h) clause 33.1 is amended by replacing 'Date of this Contract' with 'Date of the Unit Title Certificate';
- (i) The definition of *Relevant Price* in Clause 51.1 is deleted;
- (j) Clause 51.2 is deleted.
- (k) clause 52.3.1 is replaced with the following:

'5% of the Price by cheque, cash (up to \$3,000.00), Electronic Fund Transfer (EFT) or DEFT Auction Pay on the Date of this Contract (**First Instalment**); and'
- (l) clause 52.5.2 is amended by adding 'or' after 'presentation';
- (m) a new clause, 52.5.3 is inserted as follows:

'52.5.3 not received as cleared funds into the trust account of the Stakeholder by 5:00pm on the second business day after the Date of this Contract,'.

2. Unit Purchase

2.1 If the Property is a Unit:

- (a) the Buyer acknowledges it was provided with a reasonable opportunity to undertake enquiries in relation to the body corporate records and inspect, review and take advice in relation to the body corporate records, including records not disclosed in the Unit Title Certificate;
- (b) any special levies raised or due after the date of the Unit Title Certificate are the Buyer's sole responsibility and liability, and the Seller will not make any adjustment or allowance in favour of the Buyer in relation to special levies raised or due after the Unit Title Certificate; and
- (c) the Buyer cannot make a claim or objection or rescind or terminate this Contract in respect of any undisclosed liabilities of the Owners Corporation, including the raising of any special levies, after the date of the Unit Title Certificate, irrespective of the Date of this Contract.

3. Agent Warranty

3.1 Warranty

- (a) The Buyer warrants that the Buyer was not introduced to the Seller or the Property by any agent (or employee of or person connected with an agency) other than the Seller's agent (if any) stated on the Schedule. This warranty does not merge on Completion.
- (b) In the event that the Buyer is in breach of the warranty in Special Condition 3.1(a), the Buyer hereby agrees to indemnify the Seller for any costs, damages, losses, liability, fees and/or expenses, arising out of such breach, including all legal costs on a full indemnity basis. This indemnity does not merge on Completion.

4. Keys

4.1 Keys

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

5. Adjustments

5.1 Adjustments

If this Contract is not completed on or before the Date for Completion due to delay or default caused by the Buyer, then:

- (a) notwithstanding clause 8, the Buyer will be liable for all Land Charges from the Date for Completion; and
- (b) the Seller will be entitled to all Income up to and including actual completion.

6. Deposit Bond

6.1 Deposit Bond

- (a) The Deposit may be paid by delivery of a Deposit Bond with the Seller's consent.
- (b) If the Deposit is to be paid by delivery of a Deposit Bond, the Printed Terms are amended as follows:
 - (i) clause 2.3 is deleted and replaced with the following:

2.3 The Deposit may be paid by delivery of a Deposit Bond in a form approved by the Seller

6.2 Payment to Seller

The Buyer must pay to the Seller the amount guaranteed under the Deposit Bond by cash, unendorsed bank cheque or by payment electronically in the Electronic Workspace on the earlier of:

- (a) Completion;
- (b) termination of this Contract by the Seller for Buyer default;
- (c) within 24 hours of the Seller serving on the Buyer a notice in writing claiming the Buyer forfeits the Deposit; and
- (d) any other date that the Deposit is due to be paid, is payable, or is forfeited to, the Seller.

6.3 Replacement of Deposit Bond

In the event that Completion has not occurred and the Deposit Bond has an expiration date that is less than 30 days, the Buyer must either:

- (a) replace the Deposit Bond with another deposit bond in a form approved in writing by the Seller before expiration of the Deposit Bond; or
- (b) pay the amount guaranteed under the Deposit Bond by unendorsed bank cheque before expiration of the Deposit Bond.

6.4 Payment to Stakeholder

- (a) In the event that:
 - (i) the Buyer fails to comply with its obligations under Special Condition 6.3;
 - (ii) in the Seller's opinion, the provider of, or insurer under, the Deposit Bond, is unable to pay the amount referred to in the Bond; or
 - (iii) the provider of, or insurer under, the Deposit Bond is placed under external administration or is insolvent;

then the Buyer must, within 24 hours of the above event occurring, pay the Deposit (or so much of it as has not already been paid by unendorsed bank cheque) to the Stakeholder, by unendorsed bank cheque.

6.5 Call Upon Deposit Bond

(a) If the Buyer fails to comply with its obligations under Special Condition 6.2, 6.3 or 6.4, then the Seller is entitled to:

- (i) immediately terminate this Contract by notice in writing (if not terminated already); and/or
 - (ii) call upon the provider of, or insurer under, the Deposit Bond for payment to the Seller of the amount guaranteed under the Deposit Bond; and/or
 - (iii) claim the Deposit from the Buyer.
- (b) It is agreed and acknowledged that the Seller is not required to call upon the provider of, or insurer under, the Deposit Bond for payment of the Deposit in the first instance, or before claiming the Deposit from the Buyer.

6.6 Timing of the Essence

Timing is of the essence for the purposes of this Special Condition 6.

7. Corporate Buyer

7.1 Director's Guarantee

If the Buyer is a corporation, all officeholders of that corporation must guarantee that corporation's performance of its obligations under this Contract by executing the annexed Directors Guarantee.

8. Miscellaneous

8.1 Death and Incapacity

If any of the parties die or is found by a court or tribunal to be incapable of administering their own affairs prior to completion, either party may rescind the contract and clause 21 will apply.

8.2 Annexures

The Seller does not warrant the accuracy or completeness of any document annexed or exhibited to this Contract, or forming part of this Contract.

8.3 Waiver

The Seller does not waive any of its rights under this Contract, at law or in equity, unless it is in writing and signed by the Seller or the Seller's solicitor. Failure to exercise a right or remedy, or delay in doing so, cannot be interpreted as a waiver of the right of the Seller to that right or remedy.

8.4 Variation

This Contract can only be varied by agreement of both parties in writing and signed by each party (or their solicitor on behalf of a relevant party).

8.5 Whole Contract

McGilvray.

This Contract comprises the entire agreement of the parties in relation to the Property. This Contract supersedes any prior draft contract, negotiation, agreement, promises or representations and conduct in relation to the Property.

8.6 Warranties

Warranties given by the Buyer under this Contract do not merge on Completion or termination but endure for the benefit of the Seller.

8.7 Counterparts

This Contract may be executed in any number of counterparts and all counterparts, taken together, constitute one instrument. A Party may execute this Deed by executing any counterpart.

8.8 Legal Advice

Each Party acknowledges that it has received legal advice about this Contract or has had the opportunity of receiving legal advice about this Deed.

DIRECTORS GUARANTEE

Background

- A. The Guarantor has agreed to provide a guarantee and indemnity, in their personal capacity, in relation to this Contract upon the terms set out in this guarantee.
- B. The Guarantor has obtained, or has had the right and opportunity to obtain, independent legal advice in relation to this guarantee.
- C. The Guarantor signs this guarantee freely and voluntarily, and without any undue pressure or influence from the Buyer or the Seller.

1. Definitions and Interpretation

1.1 Definitions

In this Contract, the following expressions have the following meanings, unless a different meaning should be applied as a result of the context:

Company means the Buyer;

Guaranteed Money means any and all amounts that:

- (a) at any time;
- (b) for any reason or circumstance are payable by the Buyer under the terms of this Contract;
- (c) whether at law or otherwise; and
- (d) whether or not of a type within the contemplation of the Parties at the date of this Deed;

Guaranteed Obligations means all express and implied obligations to be observed or performed by or on behalf of the Buyer under this Contract.

1. Guarantee and Indemnity

1.1 Consideration

The Guarantor acknowledges that the Seller is acting in reliance on the Guarantor incurring obligations and giving rights under this guarantee in their personal capacity. In consideration of the Seller entering this Contract to sell the Property to the Buyer, the Guarantor grants this Guarantee and Indemnity.

1.2 Guarantee

- (a) The Guarantor, in their personal capacity, unconditionally and irrevocably guarantees payment to the Seller of the Guaranteed Money.
- (b) If the Company does not pay the Guaranteed Money on time and in accordance with the Contract then the Guarantor agrees to pay the Guaranteed Moneys to the Seller on demand from the Seller. A demand may be made at any time, and whether or not the Seller has made demand on the Company.
- (c) The Guarantor, in their personal capacity, unconditionally and irrevocably guarantees the due observance and performance of all Guaranteed Obligations of the Company under this Contract.
- (d) If the Company does not fully observe and perform all of its Guaranteed Obligations then the Guarantor agrees to observe and perform those obligations on demand from the Seller. A

demand may be made at any time, and whether or not the Seller has made demand on the Company.

1.3 Indemnity

- (a) The Guarantor, in their personal capacity, indemnifies the Seller against any liability or loss arising, and any costs it suffers or incurs:
 - (i) if the Company does not, or is unable to, pay the Guaranteed Money;
 - (ii) if the Company does not, or is unable to, perform or observe a Guaranteed Obligation;
 - (iii) if an obligation that the Company would otherwise have to pay the Guaranteed Money is found to be void, voidable or unenforceable;
 - (iv) if a Guaranteed Obligation is found to be void, voidable or unenforceable;
 - (v) if the Seller is obliged, or agrees, to pay an amount to a trustee in bankruptcy or liquidator (of an insolvent person) in connection with a payment by the Guarantor or the Company. (For example, the Seller may have to, or may agree to, pay interest on the amount); or
 - (vi) if it defaults under this Deed; and/or
 - (vii) in connection with the Seller exercising, or not exercising, rights under this Deed.
- (b) The Guarantor agrees to pay amounts due under this indemnity on demand from the Seller.

1.4 Acknowledgement

The Guarantor acknowledges that it is responsible for making itself aware of the financial position of the Company and in relation to any payment of the Guaranteed Money and observance and performance of the Guaranteed Obligations.

Executed by:

Signature of witness

Signature of Guarantor

Name of witness (print)

Name of Guarantor

Executed by:

Signature of witness

Signature of Guarantor

Name of witness (print)

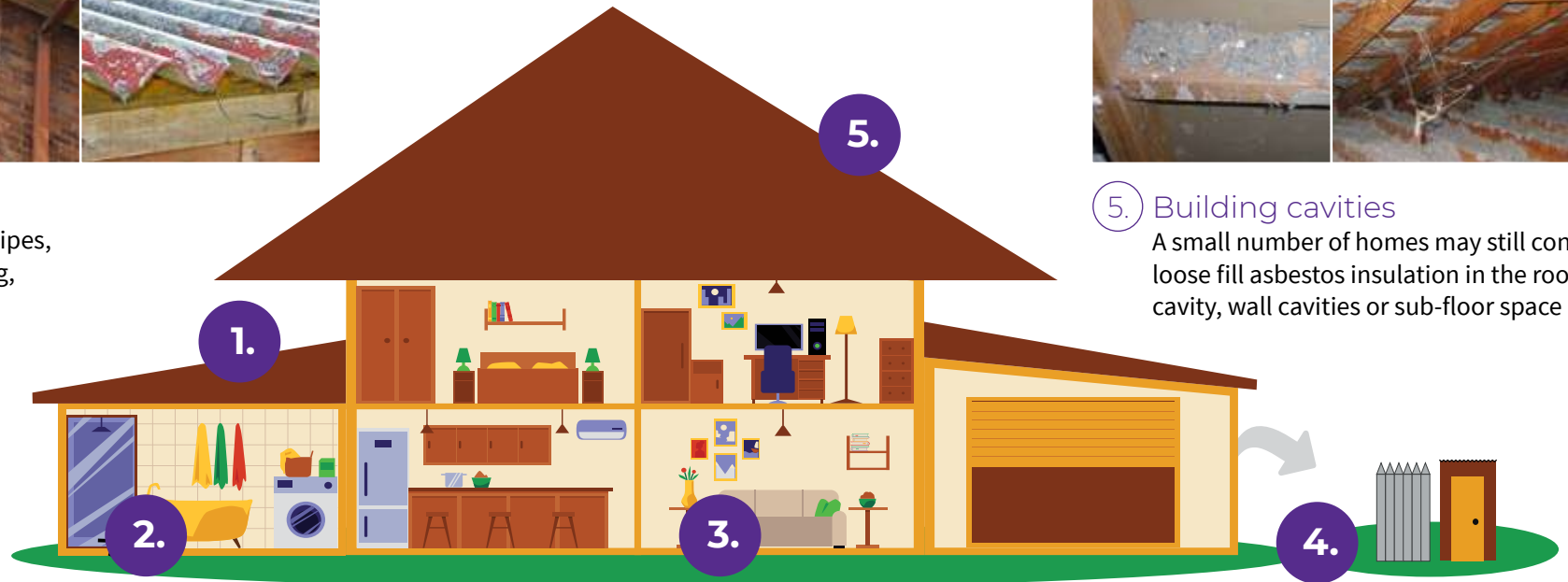
Name of Guarantor

If a home was built before 1990 it may contain dangerous asbestos material

Identify where asbestos materials might be. Five common places are:



1. Exterior
roof sheeting, gutters, downpipes,
ridge capping, eaves, cladding,
electrical switchboards



5. Building cavities
A small number of homes may still contain
loose fill asbestos insulation in the roof
cavity, wall cavities or sub-floor space



2. Wet areas - bathroom, laundry and kitchen
wall and ceiling panels, vinyl floor tiles, backing for wall tiles
and splashbacks, hot water pipe insulation



3. Internal areas
wall and ceiling panels, carpet underlay,
textured paints, insulation in domestic
heaters



4. Backyard
fences, sheds, garages, carports, dog kennels, buried or
dumped waste, letterboxes, swimming pools

If a home was built before 1990 it may contain dangerous asbestos material

Assess the risk

A licensed asbestos assessor can help identify asbestos in your home and its condition.

Asbestos materials become dangerous when:



Broken or in poor
condition



Damaged
accidentally



Disturbed during
renovation or repairs



Loose fill asbestos
insulation



Manage asbestos safely

- Monitor the condition of asbestos in your home
- Inform tradespeople of locations of asbestos in your home
- Avoid disturbing or damaging asbestos if working on your home
- Engage a licensed asbestos removalist to remove asbestos

If you suspect your home contains loose fill asbestos insulation, contact Access Canberra.

Volume 1962 Folio 45 Edition 4

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Lyneham Section 55 Block 7 on Deposited Plan 915 with 12 units on Unit Plan 3600

Unit 5 (Class A) entitlement 92 of 1000, 3 subsidiaries

Lease commenced on 31/03/2011, terminating on 11/10/2059

Proprietor

Christopher Robert Turnbull

5/16 De Burgh Street Lyneham ACT 2602

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

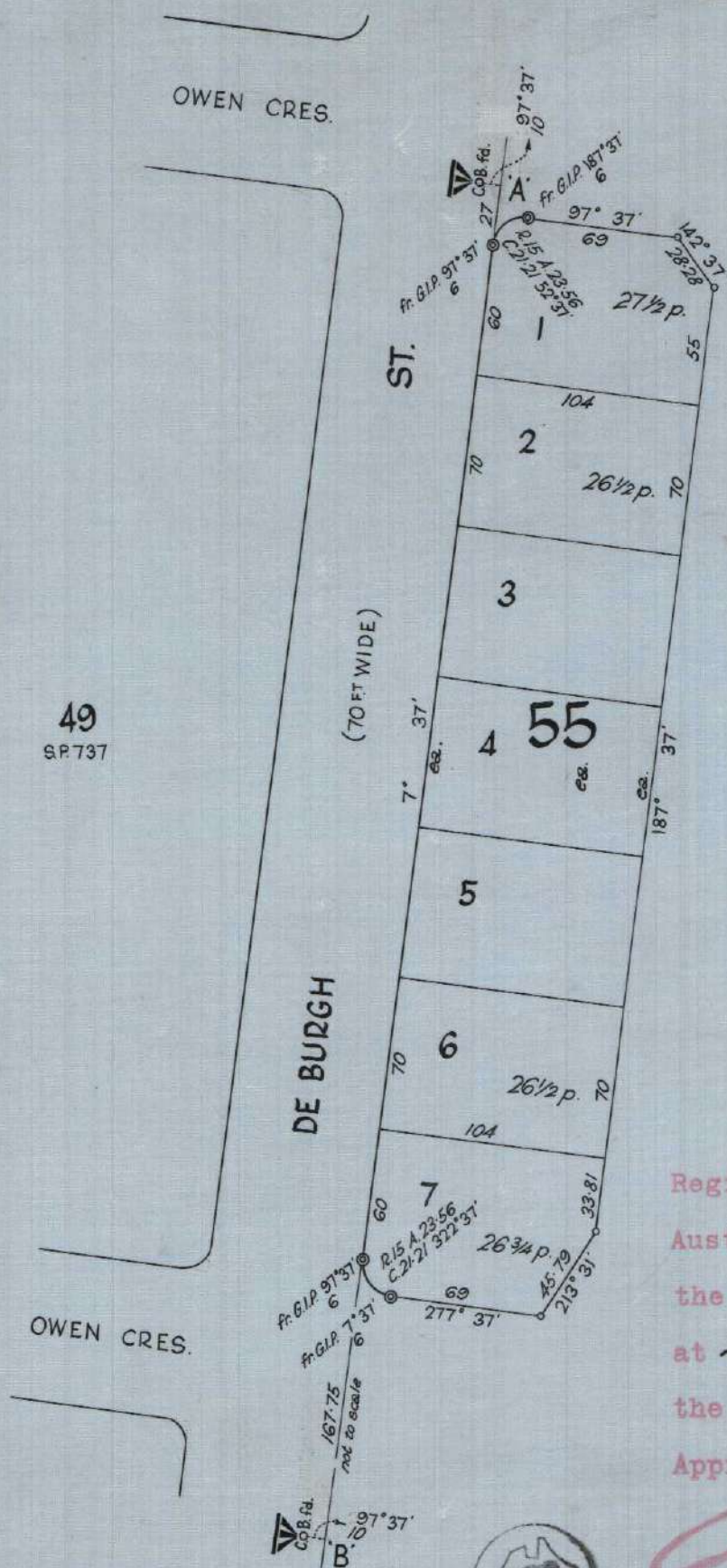
Registered Date	Dealing Number	Description
24/02/2020	2263408	Mortgage to Members Equity Bank Limited

End of interests

915

Plan of
Blocks 1-7 Section 55
DIVISION OF LYNEHAM
CANBERRA CITY DISTRICT
AUSTRALIAN CAPITAL TERRITORY

Scale
FEET 80 0 80 FEET



Deposited in the office of the
Registrar of Titles at Canberra in the
Australian Capital Territory
the 22nd day of November, 1960
at 20 minutes past three o'clock in
the afternoon

Approved *[Signature]*
Registrar of Titles

Declared at Canberra the 10th day of November 1960
before me

[Signature]
Commissioner for Declarations under
the Statutory Declarations Act 1911/1922

I certify that this plan is the plan prepared in accordance
with sub-section 1 of section nine of the Districts Ordinance 1927:49

[Signature]
Commonwealth Surveyor General

Drawn by G.B.L. Date 3.11.1960
Examined by *[Signature]* Date 7.11.1960
FIELD BOOK: K.1644



I, Harold Preston-Stanley of Canberra in the Territory for the Seat
of Government of the Commonwealth of Australia, a surveyor specially licensed by
the Commonwealth under the provisions of the Real Property Ordinance 1925-57 hereby
solemnly and sincerely declare (a) that all boundaries and measurements shown on
this plan are correct (b) that all survey marks found and relevant physical objects
on or adjacent to the boundaries are correctly represented (c) that all physical objects
indicated exist in the positions shown (d) that the whole of the material facts in relation
to the land are correctly represented (e) that the survey has been made (1) by me (2)
~~under my supervision~~, and completed on the 8th day of August 1960 and the
reference marks have been placed as shown hereon.

And I make this solemn declaration by virtue of the Statutory Declarations Act
1911/1922 conscientiously believing the statements contained therein to be true in every
particular.

Azimuth A-B

[Signature]
Licensed Surveyor



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	7	Section	55	Suburb	LYNEHAM
------	---	-------	---	---------	----	--------	---------

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:

Dated: 07-FEB-67

- | | |
|--|--------------|
| 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 :

Naumann, Caitlin

E-mail Address :

caitlin@mcgilwraylaw.com.au

Client Reference :

26413

Date: 08-MAY-26 13:22:22



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

08-MAY-2026 13:22

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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INFORMATION ABOUT THE PROPERTY

LYNEHAM Section 55/Block 7/Unit 5

Building Class: A

Area(m2): 681.9

Unimproved Value: \$1,800,000

Year: 2025

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA200916114 **Lodged** 25-NOV-09 **Type** See Subclass

-- Application Details -----

Description

MULTI RESIDENTIAL-DEMOLITION-12 UNITS. Demolition of existing structure and construction of a new 3 storey residential buildings consisting of 12 units.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Lyneham	55	7-7	

-- Involved Parties -----

Role	Name
Lessee	Shook Yee Chen
Applicant	Tomi Milin

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

08-MAY-2026 13:22

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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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>

Please Note: A section master plan exists or is being considered over this section.

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

ACT Government records indicate that asbestos (loose fill or otherwise) is not present on this land. However, the accuracy of this information is not guaranteed. If the property was built prior to 1 January 2004, you should make your own enquiries and obtain reports (from a licensed Asbestos Assessor) in relation to the presence of loose-fill asbestos insulation (and other forms of asbestos e.g. bonded asbestos) on the premises.

CAT CONTAINMENT AREAS

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

URBAN FOREST ACT 2023

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

---- END OF REPORT ----

Volume 1962 Folio 40 Edition 3

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Lyneham Section 55 Block 7 on Deposited Plan 915 with 12 units on Unit Plan 3600

Lease commenced on 31/03/2011, terminating on 11/10/2059

COMMON PROPERTY

Proprietor

The Owners-Units Plan No 3600

Signature Strata, 4/21 Napier Close Deakin ACT 2600

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
07/06/2022	3164999	Application to Note Special Resolution - Refer Instrument

End of interests



Access
Canberra.



SR\$3164999

27/05/2022 11:12:32 Gail K

Chief Minister,

3164999

**SPECIAL RESOLUTION
BY OWNERS CORPORATION**

SR

Land Titles Act 1925

LODGING PARTY DETAILS

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

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1962:40	LYNEHAM	55	7	3600

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

Register consolidated rules

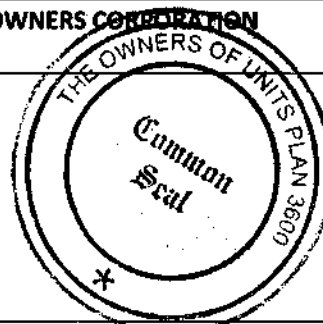
SUPPORTING DOCUMENTATION

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

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

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)



CERTIFICATION *Delete the inapplicable

Applicant

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

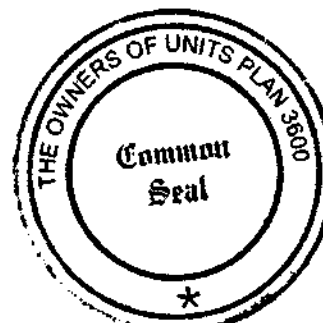
*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

Belinda Gai Denzel
Senior Administrator

Witnessed by:

Maria Pachi
Strata Manager



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

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes ☐
Registered by	EW 07/06/2022	Registration Date	

**MINUTES OF THE 2022 ANNUAL GENERAL MEETING OF THE
UNITS PLAN 3600 - "LUMINA"
16 DE BURGH ST, LYNEHAM.**

DATE HELD: Tuesday 17th May 2022 - 4.30pm

VENUE: Zoom Electronic Meeting

PRESENT: C Ung (Unit 3), A Van de Ruit (Unit 4) & M Ryder (Unit 12)
Maria Pachi & Nicole Robb representing Signature Strata

**PROXIES/APOLOGIES/
ABSENTEES:** Nil

CHAIR: A Van de Ruit noted as Chairperson

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

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

MINUTES

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

CARRIED

Matters Arising from the minutes: Nil

INSURANCE

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

Policy No:	QUSS047379
Due date:	22 nd August 2022
Premium:	\$3,844.66
Building Sum Insured:	\$3,097,000
Excesses:	\$1,000
Last insurance valuation report:	7 th July 2014

MOTION 2: *That the Owners Corporation of UP3600 authorise the Strata Manager to adjust the building insurance in consultation with the Executive Committee.*

CARRIED

Insurance Valuation

MOTION 3: *That the Owners Corporation authorise the Strata Manager to obtain an insurance valuation, and that the level of insurance be adjusted in accordance with the Valuer's conclusion and recommendation.*

CARRIED

FINANCIAL REPORT

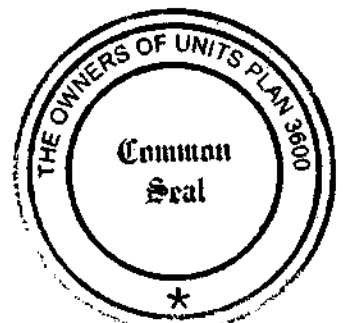
MOTION 4: *That the financial statements from 1st April 2021 to 31st March 2022 be accepted as presented.*

CARRIED

SINKING FUND PLAN

MOTION 5: *That the Owners Corporation obtain an updated Sinking Fund Forecast to be approved and accepted by the Executive Committee.*

CARRIED



PHYSICAL BUILDING STRUCTURAL DEFECTS

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

There have been zero structural defects reported to our office since commencing management, however, building rectification works are being undertaken for Unit 4.

MAINTENANCE PLAN

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

MOTION 6: *That the Owners Corporation appoint QIA group to assist in preparation of a Maintenance Plan.* **CARRIED**

FIRE SAFETY

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

All emergency and fire systems are maintained to Australia Standards 1851 by your fire control contractor, ADT Fire Monitoring

BUDGET DEBATE

Administrative Fund

MOTION 7: *That the proposed Administrative Fund budget of \$28,010.00 for the period 1st April 2022 to 31st March 2023 be adopted.* **CARRIED**

Sinking Fund

MOTION 8: *That the proposed Sinking Fund Expenditure of \$17,120.00 for the period 1st April 2022 to 31st March 2023 be adopted.* **CARRIED**

Levy Contribution

MOTION 9: *That the Owners Corporation determines an Administrative Fund Levy Contribution of \$28,010.00 for the twelve month period, commencing 1st April 2022 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1st June, 1st September, 1st December 2022 and 1st March 2023.* **CARRIED**

MOTION 10: *That the Owners Corporation determines a Sinking Fund Levy Contribution of \$17,826 for the twelve month period, commencing 1st April 2022 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1st June, 1st September, 1st December 2022 and 1st March 2023.* **CARRIED**

AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

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

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

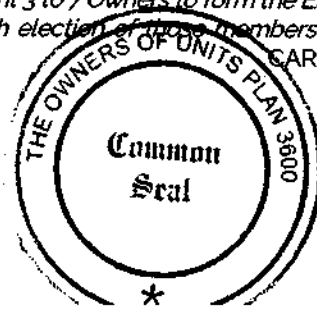
STRATA MANAGEMENT AGENCY AGREEMENT

Section 50 of the Unit Titles (Management) Act 2011 and Section 100 of the Agents Act, requires a Strata Managing Agent to have a written agreement with its client. The Owners Corporation's current management agreement was signed 28th May 2021 and expires on 27th May 2024. The contract is available through the Owners Portal.

ELECTION OF COMMITTEE

MOTION 11: *that the Owners Corporation of UP 3600 agree to appoint 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting, with election of those members to take place at this meeting.* **CARRIED**

As there were no nominations, all owners will form the committee.



CONSOLIDATED RULES

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

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

MOTION 12 (Special Resolution): *That the Owners Corporation of UP 3600 adopt the Consolidated Rules as attached, and that they be registered under the Land Titles (Unit Titles) Act 1970.* **CARRIED**

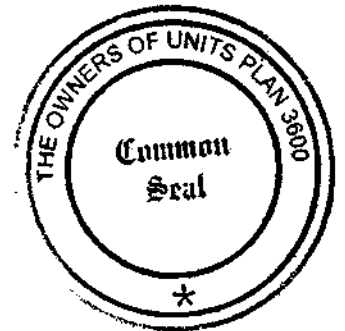
GENERAL BUSINESS

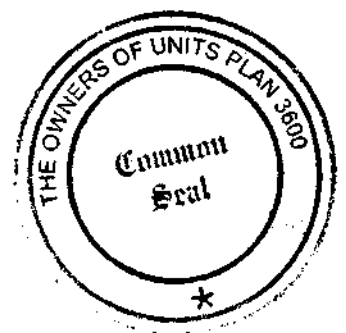
Gardening – It was noted that the two quotes provided by Habitat Landscaping were incorporated into the budget for implementation in the new financial year.

Garage Door – Some owners have reported issues with the garage door. It was noted that there is an instruction sheet next to the motor which explains how to recode the remotes.

CLOSURE

There being no further business the meeting closed at 5.15pm





CONSOLIDATED RULES OF THE OWNERS CORPORATION

UNITS PLAN 3600 "LUMINA"

16 De Burgh Street, Lyneham

1.1 Definitions—default rules

(1) In these rules:

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

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

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

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

1.4 Erections and alterations

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

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

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

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

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

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

Example—permission unreasonably withheld

external appearance of a unit or the units plan

1.5 Pets in units

(1) A unit owner or occupier (the *pet owner*) may keep an animal, or permit an animal to be kept, within the unit if the Owners Corporation gives written approval in accordance with Section 32 of the Management Act and —

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

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

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

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

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

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

(g) No pets may be permitted to roam common property.

(2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell



CONSOLIDATED RULES OF THE OWNERS CORPORATION

UNITS PLAN 3600 "LUMINA"

16 De Burgh Street, Lyneham

the owners corporation, in writing, that the animal is being kept within the unit.

1.6 Assistance animals

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

1.7 Use of common property

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

1.8 Hazardous use of unit

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

1.9 Use of unit—nuisance or annoyance

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

1.10 Noise

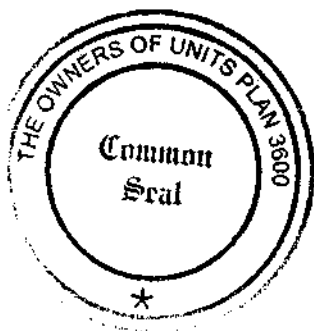
- (1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to the making of a noise if the executive committee has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

1.11 Illegal use of unit

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

1.12 What may an executive committee representative do?

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



CONSOLIDATED RULES OF THE OWNERS CORPORATION

UNITS PLAN 3600 "LUMINA"

16 De Burgh Street, Lyneham

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

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

1.13 Legal Fee Recovery

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

1.14 Seal of Owners Corporation

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

1.15 Vehicles and Parking

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

1.16 Garbage and Recycling



CONSOLIDATED RULES OF THE OWNERS CORPORATION

UNITS PLAN 3600 "LUMINA"

16 De Burgh Street, Lyneham

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

1.17 Appearance

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

1.18 Smoking

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

1.19 Vandalism and Damage

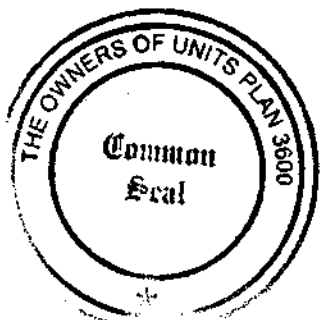
- (1) An occupant or visitors must not damage any part of the common property.
- (2) An occupant who has caused damage is liable to reimburse the owners corporation for all expenses that it incurs in rectifying the damage.

1.20 Real Estate Signs

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

1.21 General

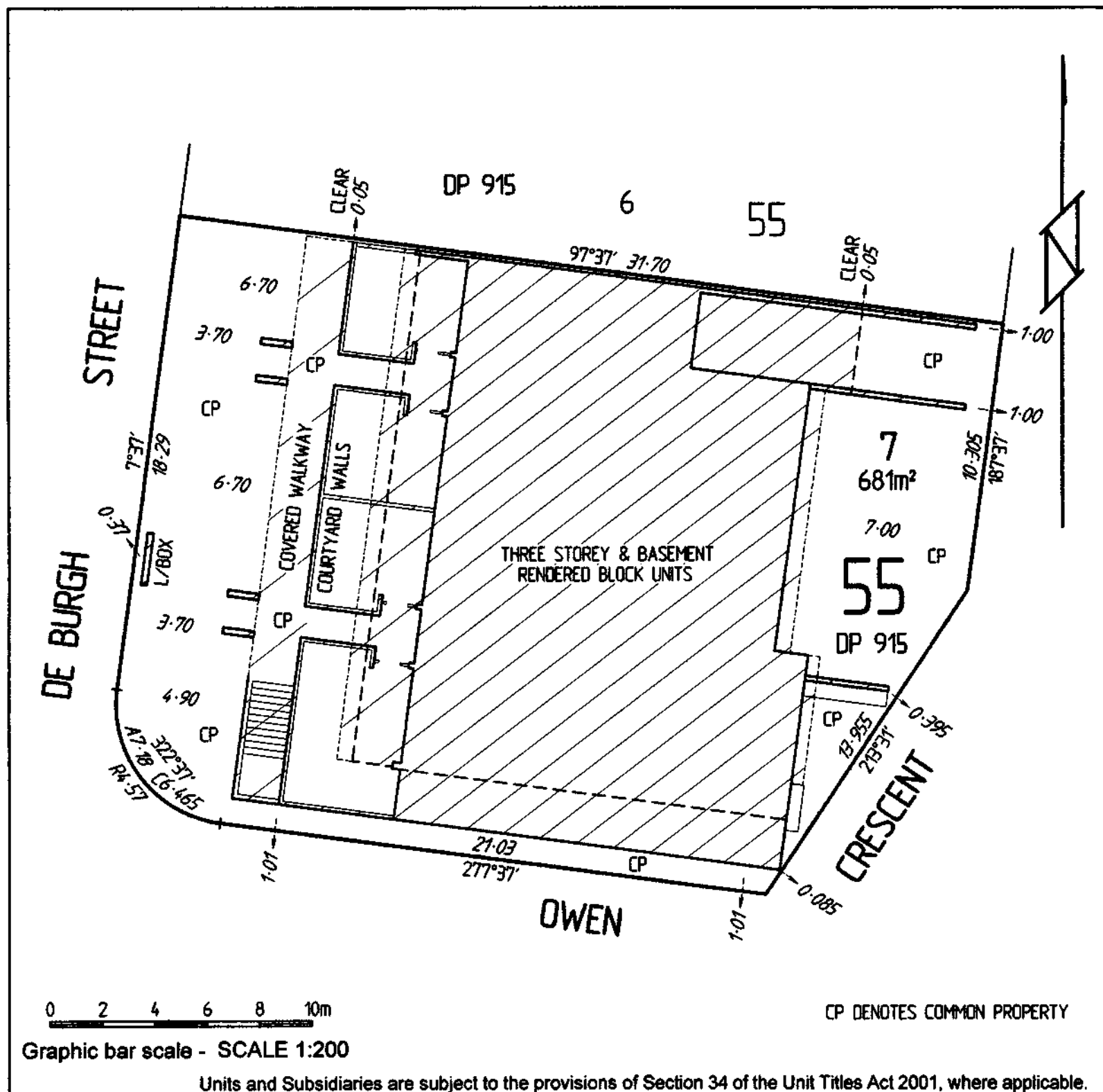
- (1) The owners corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas, the underground car park or from individual units or storage cages.
- (2) Unit front doors are 'fire rated'. Security screen doors, deadbolts and peepholes are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



OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

SITE PLAN

Division	Section	Block	Class of Units (A or B)	UNITS PLAN No.
Lyneham	55	7	A	3600



Emil Bulum, Sole Director
PRUDENTIA AVITAS PTY LTD

Registered Proprietor



Registered Surveyor

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



LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

SURVEYOR'S DECLARATION

Form 037 - SD

Land Titles Act 1925

DEPARTMENT OF
JUSTICE & COMMUNITY SAFETYOFFICE OF
REGULATORY
SERVICES

LAND DETAILS

Volume & Folio	District / Division	Section	Block	Deposited Plan Number	Units Plan Number
926:65	Lyneham	55	7	915	3600

NAME OF MANAGER / OWNERS CORPORATION

RAY WHITE STRATA

ADDRESS FOR SERVICE OF NOTICE

LOCKED BAG 3008 WODEN 2606

SURVEYOR'S DECLARATION

I, **Scott D McNiven** of **8 Shout Place, Pearce, ACT 2607**A surveyor registered under the *Surveyors Act 2007*, hereby certify that:

1. The survey represented by the diagrams on forms 1A and 3 of this plan are accurate and have been made ~~by me~~ / under my immediate supervision (delete whichever is not applicable) and was completed on (insert date) - 14th December 2010

2. The survey is in accordance with the following Acts:

- *Unit Titles Act 2001*;
- *Land Titles (Unit Titles) Act 1970*;
- *Land Titles Act 1925*; and,
- any other Regulation made under those Acts and in accordance with the *Surveyors Practice Directions*.

CROSS OUT EITHER OF ITEM 3 OR 3(a)-3(c), WHICHEVER DOES NOT APPLY - 3(a)-(c) CANNOT APPLY IF AN ENCROACHMENT OCCURS OVER A ROAD OR PUBLIC PLACE UNLESS THE ENCROACHMENT IS AN ATTACHMENT AS DEFINED BY THE UNIT TITLES ACT 2001.

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

OR

3 (a), (b), (c)

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

Signature of Registered Surveyor

14th December 2010

Dated

APPROVED UNDER THE UNIT TITLES ACT 2001,

AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND

Lyn Tankey
Delegate of the Authority / Executive

24 March 2011

Dated

OFFICE USE ONLY

LODGED BY		REGISTERED BY	
EXAMINED BY		REGISTRATION DATE	31 MAR 2011
DATA ENTERED BY			



Form 078

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

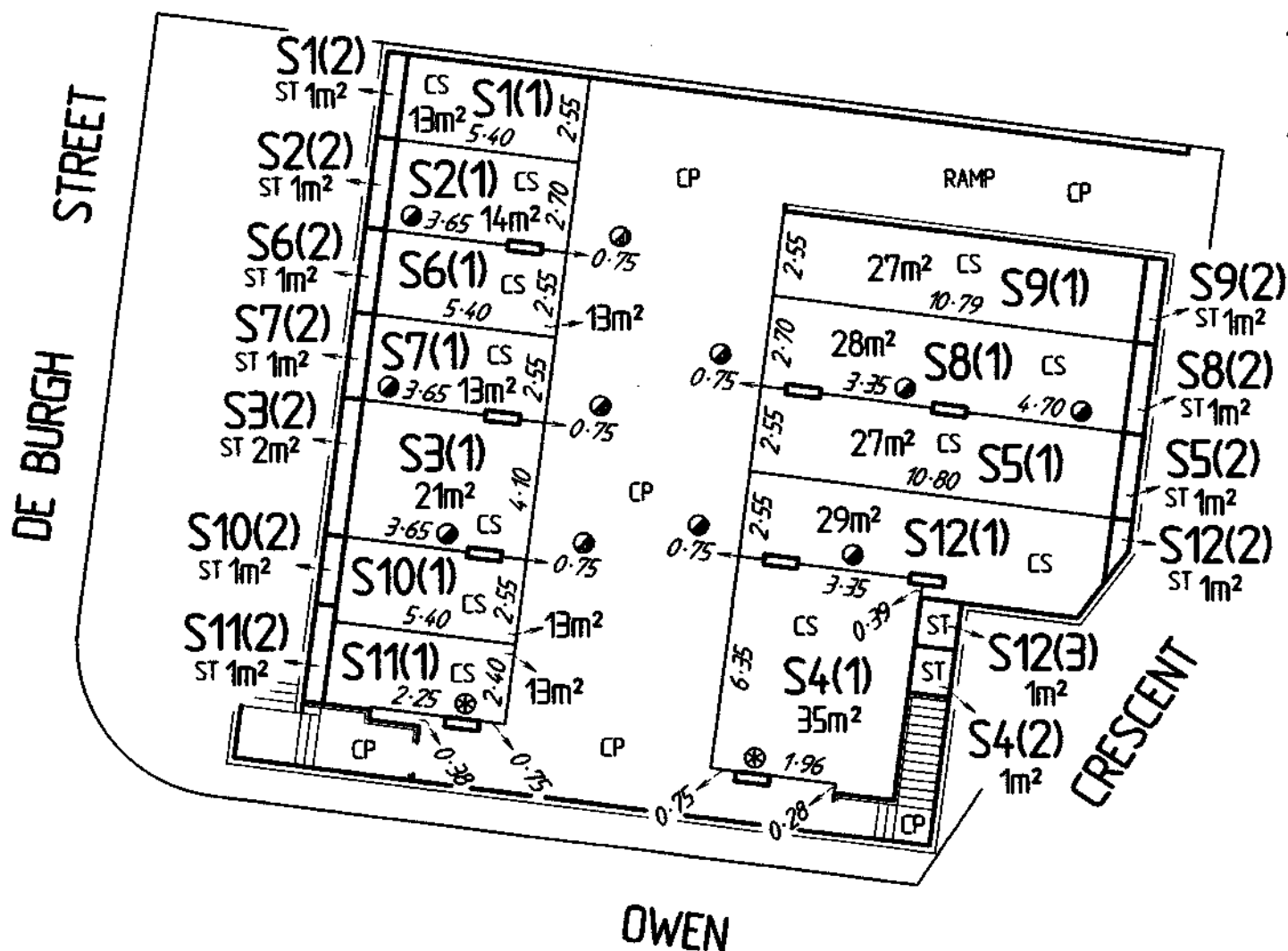
FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Lyneham	55	7	3600

FLOOR NUMBER

BASEMENT

CP DENOTES COMMON PROPERTY
 CS " CARPARKING ALLOCATION
 ST " STORAGE SPACE
 ⊕ " BOUNDARY IS FACE OF COLUMN
 ⊙ " DISTANCE FROM/TO CENTRELINE OF COLUMN



0 2 4 6 8 10m

Graphic bar scale - SCALE 1:200

Emil Bulum
 EMIL BULUM, Sole Director
 PRUDENTIA AVITAS PTY LTD

Registered Proprietor

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

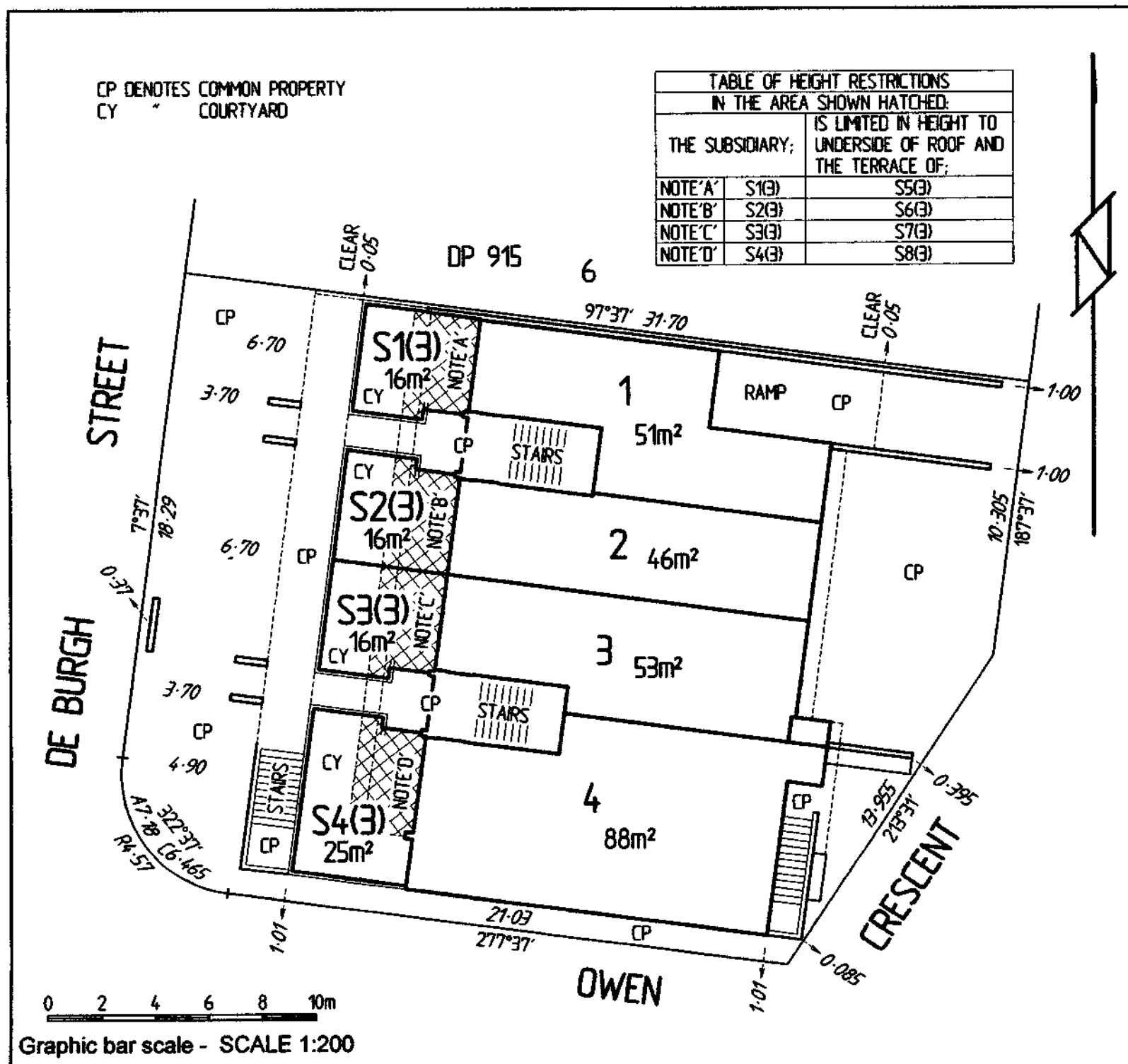
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Lyneham	55	7	3600

FLOOR NUMBER	GROUND
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Emil Bulum
EMIL BULUM, SOLE DIRECTOR
PRUDENTIA AVITAS PTY LTD

Registered Proprietor

Lyn Tankey

Lyn Tankey
Delegate of the
ACT Planning and Land Authority

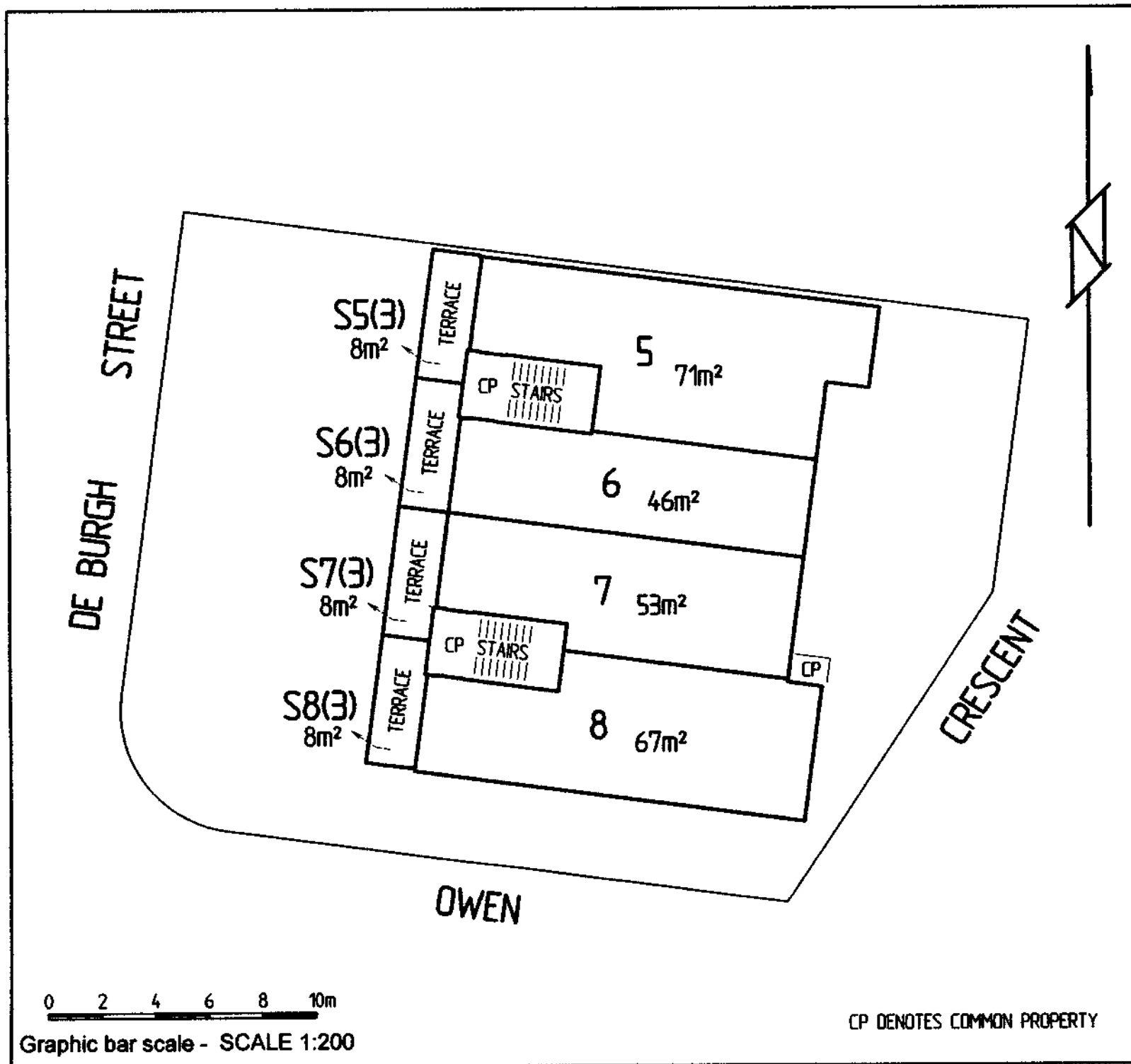
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Lyneham	55	7	3600

FLOOR NUMBER	FIRST
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EMIL BULUM, SOLE DIRECTOR
PRUDENTIA AVITAS PTY LTD

Registered Proprietor

Lyn Tansey

Delegate of the
ACT Planning and Land Authority

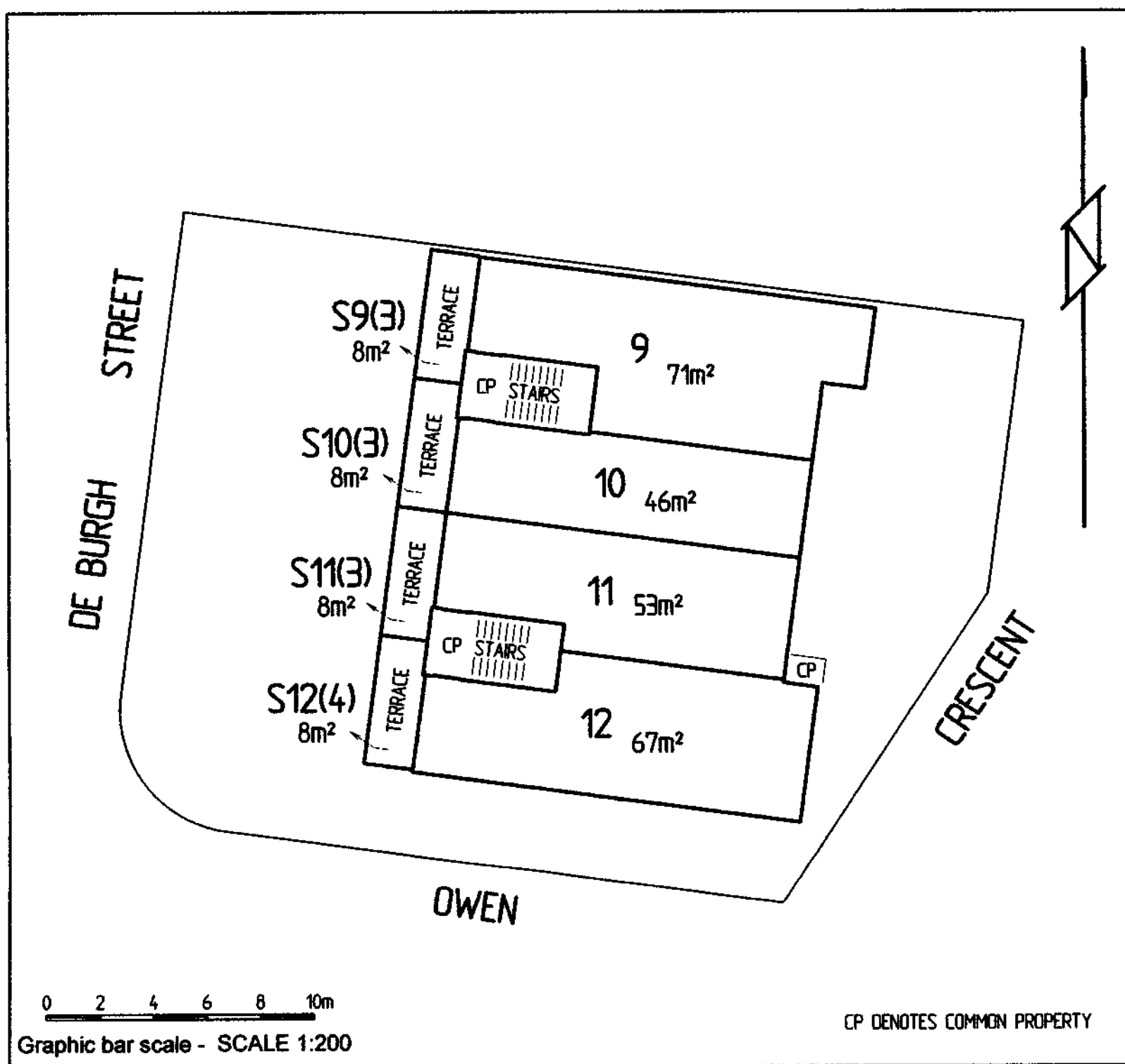
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Lyneham	55	7	3600

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



Emil Bulum
EMIL BULUM, SOLE DIRECTOR
PRUDENTIA AVITAS PTY LTD
Registered Proprietor

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

FORM 4

Revised 1/7/03

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 3600

Block 7 Section 55 Division of LYNEHAM

**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 eleventh day of October Two Thousand and fifty nine.
2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.
3. Each Lessee of each of the Units Nos. 1 – 12 inclusive covenants with Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows:
 - (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
 - (b) to 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 to that unit without the previous approval in writing of the Authority, except where exempt by law;
 - (e) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority the unit and any unit subsidiary to that unit excluding any defined parts under the provisions of the Unit Titles Act 2001;
 - (f) if and whenever the Lessee fails to maintain repair or keep in repair the unit the Authority 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 Authority is of the opinion that a building part of a building or other improvement is beyond reasonable repair the Authority 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 Authority 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 Authority with such equipment as is necessary may enter the unit and effect the said repairs or demolish and remove the building part of the building or other improvement and all expenses incurred by the Authority in effecting such repairs or demolition and removal shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

- (g) to permit any person or persons authorised by the Authority 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 Authority or any statutory authority the proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the Planning and Development Act 2007 and the Unit Titles Act 2001;
- (i) that the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- (j) that the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;
- (k) all minerals on or in the parcel are reserved to the Territory.

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

- (a) the Lessee may at any time upon payment of all rent all and other money due to the Authority under this lease surrender this lease to the Authority but subject to any law of the Territory to the contrary the Lessee shall not be entitled to receive any compensation from the Authority, the Territory or from the Commonwealth in respect of such surrender or in respect of any buildings erections or improvements comprising the unit;

WJH

(b) that if:

- (i) any rent or other moneys payable under this lease shall remain unpaid for twelve calendar months next after the date appointed for payment thereof (whether such rent or other moneys shall have been formally demanded or not); or
- (ii) the said unit is at any time not used for a period of one year for the purpose for which this lease is granted; or
- (iii) the Lessee shall commit or suffer a breach of any other covenant contained or implied in this lease

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

- (c) that acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 4(b)(i), (ii) or (iii) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;
- (d) that any extension of the term of all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
- (e) any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the unit or at its registered office or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the unit;
- (f) any and every right power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or the Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

W. A.

5. In this schedule unless the contrary intention appears:

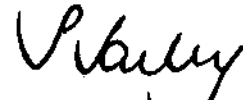
- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on or under the leased land;
- (c) "Lessee" shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (d) "premises" means the leased land and any building or other improvements on the parcel of leased land;
- (e) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (f) "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;
- (g) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (h) words in the singular include the plural and vice versa;
- (i) words importing one gender include the other genders;

Handwritten signature/initials

- (j) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

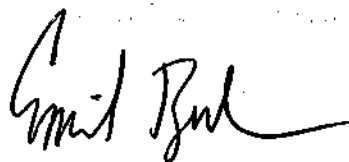
6. Each Lessee of each of the Units Nos. 1 – 12 inclusive acknowledges that the building erected on the parcel of land defined as Block 7 Section 55 Division of LYNEHAM on Deposited Plan Number 915 in the Registrar-General's Office at Canberra in the Australian Capital Territory shall contain not more than twelve (12) residential units in total.

DATED the.....Twenty fourth..... day of.....March..... 2011.



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

LESSEE: PRUDENTIA AVITAS PTY LIMITED A.C.N. 136 412 845



EMIL BULUM, SOLE DIRECTOR.

FORM 5

Revised 1/7/03

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 3600

Block 7 Section 55 Division of LYNEHAM

**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 eleventh day of October Two Thousand and fifty nine.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Owners – Units Plan No. 3600 (“the Owners Corporation”) covenants with the Planning and Land Authority (“the Authority”) on behalf of the Commonwealth of Australia (“the Commonwealth”) as follows:
 - (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
 - (b) to use the common property for some or all of the following uses; carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other use approved by the Owners Corporation **PROVIDED THAT** these uses are consistent with the permitted purposes of the units;
 - (c) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Authority;
 - (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;



- (e) except where necessary for compliance with Clause 3(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 Authority;
- (f) if and whenever the Owners Corporation fails to maintain repair or keep in repair any building part of a building landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the wants of repairs require the Owners Corporation to effect repairs in accordance with the said notice or if the Authority 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 Authority may require the Owners 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 Authority may in writing allow the Owners 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 Authority 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 Authority in effecting such repairs or demolition or removal or replacement shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
- (g) to permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the land forming the common property;
- (h) that the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- (i) that the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;
- (j) all minerals on or in the common property are reserved to the Territory.



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

- (a) the Owners Corporation may at any time upon payment of all rent and all other money due to the Authority under this lease surrender this lease to the Authority but subject to any law of the Territory to the contrary the Owners Corporation shall not be entitled to receive any compensation from the Authority, the Territory or from the Commonwealth in respect of such surrender or in respect of any buildings erections or improvements comprising the unit;
- (b) that if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;
- (c) that any extension of the term of all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
- (d) any and every right power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Land Act 2002.

5. In this schedule unless the contrary intention appears:

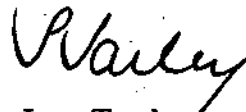
- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on or under the leased land;
- (c) "owners corporation" means the body corporate under the name of 'The Owners – Units Plan No. 3600';
- (d) "premises" means the leased land and any building or other improvements on the parcel of leased land;
- (e) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;

hy st

- (f) "Territory" means:
- (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (g) "unit" means the 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;
- (h) words in the singular include the plural and vice versa;
- (i) words importing one gender include the other genders;
- (j) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

6. The Owners – Units Plan No: 3600 acknowledges that the building erected on the parcel of land defined as Block 7 Section 55 Division of LYNEHAM on Deposited Plan Number 915 in the Registrar-General's Office at Canberra in the Australian Capital Territory shall contain not more than twelve (12) residential units in total.

DATED the Twenty fourth day of March 2011.


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

LESSEE: PRUDENTIA AVITAS PTY LIMITED A.C.N. 136 412 845


EMIL BULUM, SOLE DIRECTOR

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

The Owners - Units Plan No. 3600

Unit No: 5 Lot No: 5

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

Entitlements

Unit Entitlement: **92**
Total Building Entitlements: **1,000**

Managing Agent

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

Contact Phone Number: **0261850347**

Corporation's records can be inspected at

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

Contact Phone Number: **0261850347**

Members of Corporation's executive committee

Office	Name	Address
Chairperson		
Secretary		
Treasurer		

Committee	Christopher Turnbull	5/16 De Burgh Street LYNEHAM ACT 2602
	Cynthia Ung	3/16 De Burgh Street LYNEHAM ACT 2602
	Duncan Florean	17 Charles Street RIVERWOOD NSW 2210
	Jin Jiang	2/16 De Burg Street LYNEHAM ACT 2901
	Amy Van de Ruit	4/16 De Burgh Street LYNEHAM ACT 2602
	Kristie Broadhead	8/16 De Burgh Street LYNEHAM ACT 2602
	John Dickie	103 Jackie Howe Crescent MACARTHUR ACT 2904
	George Adamidis	219 Glengala Road SUNSHINE WEST VIC 3020

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 3600 - Unit 5

Committee	Madeleine Hodgson	7/16 de Burgh St Lyneham
	Shania Prasa	6/16 De Burgh Street Lyneham ACT 2602
	Connie Florean	17 Charles Street RIVERWOOD NSW 2210
	Luke Kario	12/16 De Burgh Street Lyneham ACT 2602

Funds Details

Contributions payable to Administration Fund:

Total amount last determined with respect of the unit **\$4,844.72**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/06/26 to 31/08/26	1,211.18	01/06/26		0.00	01/06/26
01/09/26 to 30/11/26	1,211.18	01/09/26		0.00	01/09/26
01/12/26 to 28/02/27	1,211.18	01/12/26		0.00	01/12/26
01/03/27 to 31/05/27	1,211.18	01/03/27		0.00	01/03/27

Amount (if any) outstanding (credit shown with -) **\$1,211.18**

Paid to **31/05/26**

Special contributions payable to Administration Fund:

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

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

Contributions payable to Sinking Fund:

Total amount last determined with respect of the unit **\$1,955.72**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/06/26 to 31/08/26	488.93	01/06/26		0.00	01/06/26
01/09/26 to 30/11/26	488.93	01/09/26		0.00	01/09/26
01/12/26 to 28/02/27	488.93	01/12/26		0.00	01/12/26
01/03/27 to 31/05/27	488.93	01/03/27		0.00	01/03/27

Amount (if any) outstanding (credit shown with -) **\$488.93**

Paid to **31/05/26**

Special contributions payable to Sinking Fund:

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

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

UNIT TITLE SALE CERTIFICATE**Section 119 (1) (a)****Units Plan No. 3600 - Unit 5****Other Levies**

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

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

Nil**Other amounts owing**Rate of interest payable **10.00** per cent

Interest Owing

Nil

Purpose

Fund

Amount

Due Date

Amount Due

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

Nil

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

Nil**Insurance Policies**

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Due Date	Date when last premium paid	Amount of last premium
BUILDING HUTCH UNDERWRITING	HRS11189263	4,800,000.00	22/08/26		5,576.71
LOSS OF RENT HUTCH UNDERWRITING	HRS11189263	720,000.00	22/08/26		
BUILDING CATASTROPHE HUTCH UNDERWRITING	HRS11189263	720,000.00	22/08/26		
PUBLIC LIABILITY HUTCH UNDERWRITING	HRS11189263	20,000,000.00	22/08/26		
FIDELITY GUARANTEE HUTCH UNDERWRITING	HRS11189263	100,000.00	22/08/26		
OFFICE BEARERS HUTCH UNDERWRITING	HRS11189263	1,000,000.00	22/08/26		
VOLUNTARY WORKERS HUTCH UNDERWRITING	HRS11189263	\$2,000 / \$200,000.00	22/08/26		
GOVT AUDIT COSTS HUTCH UNDERWRITING	HRS11189263	30,000.00	22/08/26		
MACHINERY BREAKDOWN HUTCH UNDERWRITING	HRS11189263	100,000.00	22/08/26		
LOT OWNERS FIXTURES HUTCH UNDERWRITING	HRS11189263	300,000.00	22/08/26		
WORKERS COMPENSATION CGU INSURANCE	O/25-785	Insured	22/08/26		455.95
COMMON AREA CONTENTS HUTCH UNDERWRITING	HRS11189263	48,000.00	22/08/26		
LEGAL DEFENSE HUTCH UNDERWRITING	HRS11189263	50,000.00	22/08/26		

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 3600 - Unit 5

Fund Balances

Balances as at: 11 May 2026

Administrative Fund	52,330.20
Sinking Fund	71,162.50

Developer Control Period

Developer Control Period Expiry Date: Yes

Borrowed Money

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

Sustainability Infrastructure

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

Crown Lease Extension Application

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

No

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 3600 - Unit 5

Ongoing Development Approval

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

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

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

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

Embedded Network

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

(i) Which utility service the embedded network applies to
Not applicable

(ii) The name of the embedded network provider
Not applicable

AMcCarthy



Dated at Canberra the **11 May 2026**

RESIDENTIAL STRATA POLICY CERTIFICATE OF CURRENCY

The Insured

Policy Number	HRS11189263
PDS and Policy Wording	Hutch Residential Strata version HRS8
The Insured	Unit Plan 3600
Situation	16 De Burgh Street, Lyneham ACT 2602
Period of Insurance:	Commencement Date 4.00pm on 22/08/2025
	Expiry Date 4.00pm on 22/08/2026

Date of Issue 12/11/2025

Policy Limits / Sums Insured

Section 1	Buildings	\$4,800,000
	Common Area Contents	\$48,000
	Temporary Accommodation & Loss of Rent	\$720,000
	Flood	Selected
	Additional Catastrophe Cover	\$720,000
	Unit Owners' Fixtures and Improvements	\$480,000
Section 2	Property Owner's Legal Liability	\$20,000,000
Section 3	Voluntary Workers Personal Accident	\$200,000 /\$2,000 weekly
Section 4	Fidelity Guarantee	\$100,000
Section 5	Office Bearers Liability	\$1,000,000
Section 6	Machinery Breakdown	\$100,000
Section 7	Part A: Government Audit Expenses	\$25,000
	Part B: Health & Safety Legal Expenses	\$100,000
	Part C: Legal Expenses	\$50,000
Section 8	Cyber	\$10,000

Insurer	Certain Underwriters at Lloyds led by Arch Managing Agency Limited, Syndicate 2012.
Insurer Participation	100%
Agreement Numbers (UMR)	B200800000STR2024

This Policy has been issued by Hutch Underwriting Pty Ltd ABN 846 552 56 134, of L6, 7-15 Macquarie Place, Sydney, NSW, 2000, Authorised Representative number 001296345 on behalf of certain underwriters at Lloyds and confirms that on the Date of Issue a policy existing for the Period of Insurance and sums insured shown herein.

Hutch is an authorised representative of CoverRadar Group Pty Ltd ABN 146 412 25 809 AFS Licence number 523647 of L6, 7-15 Macquarie Place, Sydney NSW 2000.

The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this certificate without further notice to the holder of this certificate.

It is issued as a matter of information only and does not confer any rights on the holder or any noted interested parties. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.



Insurance Valuation Report

For

"Lumina"

16 De Burgh Street, Lyneham

Scheme Number: UP3600



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 141229

19 October 2022

Professional Indemnity Insurance Policy Number 1411189338 PLP

PO Box 1280,
Beenleigh QLD 4207

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

QIA Group Pty Ltd
ABN 27 116 106 453
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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 **16 De Burgh Street, Lyneham.**

1.2 Property Address

The property is situated at **16 De Burgh Street, Lyneham.**

1.3 Description of Building

The property comprises twelve self-contained residential apartments in a single three storey building with vehicular accommodation provided by allocated car spaces in a shared secure basement level garage area. Access to the upper floors is by internal stairs & landings. Common property includes driveway pavings, boundary walls and fences and site landscaping. In accordance with the plans provided the date of registration of the scheme is 2011.

1.4 Client

The Owners Corporation "Lumina" .

1.5 Replacement Value

Recommended Insured Value: \$4,100,000 (Inc GST)

1.6 Inspector Details

Inspector Number

101

R. T. Haughy

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.

NB

No allowance has been made for short term price escalations that may eventuate due to a declared catastrophe. Insurers will provide cover for these circumstances upon request, based on the sum insured recommended in this report.

2.6 Valuation

Replacement Building and Improvements Cost: \$3,050,000

Allowance for Cost Escalation:

Design and Documentation:	9 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	12 Months

Calculated at 6% per annum over the period \$275,000

Progressive Subtotal: \$3,325,000

Professional Fees: \$335,000

Progressive Subtotal: \$3,660,000

Removal of Debris: \$215,000

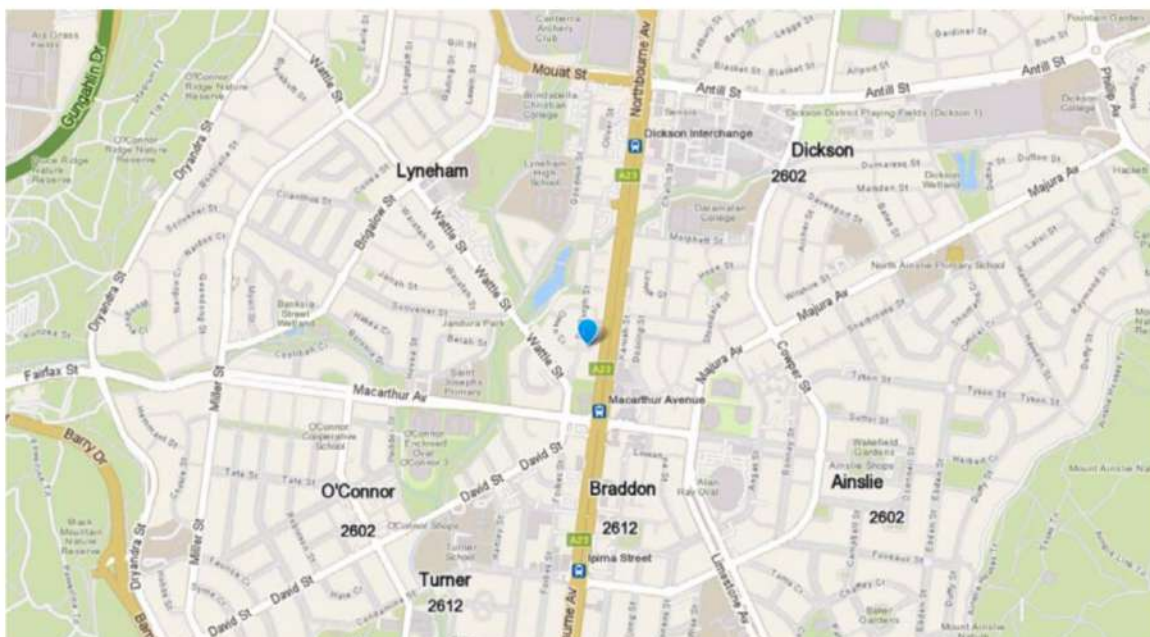
Progressive Subtotal: \$3,875,000

Cost Escalation: \$225,000

Progressive Subtotal: \$4,100,000

Recommended Insured Value: \$4,100,000 (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 and upper floors.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Masonry.

EXTERNAL WALL FINISHES: Rendered & painted.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Timber/steel framed low pitched.

ROOFING: Profiled steel sheet linings.

3.4.1.4 DRIVEWAY STRUCTURE

DRIVEWAY CONSTRUCTION: Concrete.

3.5 AREAS NOT INSPECTED - TYPICAL

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

3.6 SCOPE

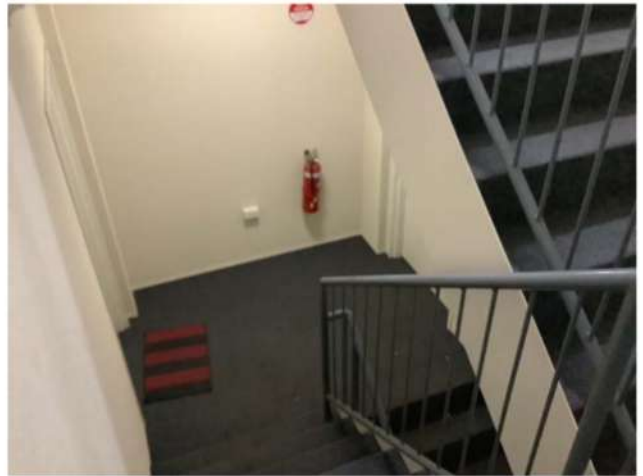
- This Inspection Report does not include the inspection and assessment of items or matters outside the stated purpose of the requested inspection and report. Other items or matters may be the subject of an Inspection Report which is adequately specified.
- The inspection only covered the Readily Accessible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

3.7 EXCLUSIONS

An Insurance Valuation Report does not cover or deal with:

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

SECTION 4 – SITE PHOTOGRAPHS



Sinking Fund Plan

Lumina Version 5

16 De Burgh Street, Lyneham, ACT 2602

Scheme Number: 3600



COMPILED BY CHANG HU

**On 4 July 2025 for the
15 Years Commencing: 1 April 2022
QIA Job Reference Number: 117896**

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

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INTRODUCTION

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

LOCATION

16 De Burgh Street, Lyneham, ACT 2602

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:	\$17.83
Number of Lot/Unit Entitlements:	1000
Opening Balance:	\$87,919.00
The proposed Sinking Fund Levy per entitlement is:	\$18.63

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.

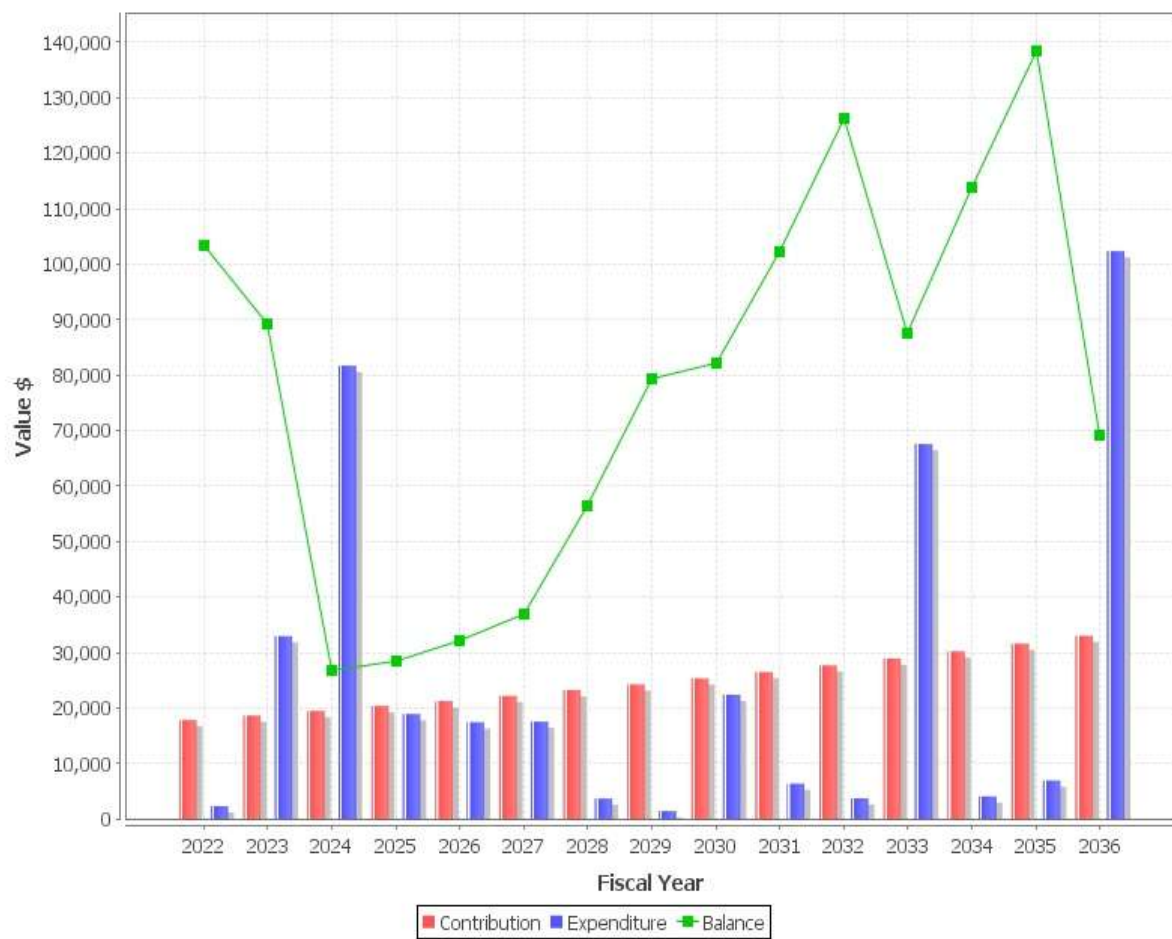
If the amounts provided for are not expended in any one year they will be accumulated to meet expenditures in future years although it has been our experience that some form of capital expenditure occurs every year and not all of it is accounted for via the specific line items in our report.

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	01/04/2022	\$87,919	\$17,826	\$17.83	\$2,287	\$103,458
2	01/04/2023	\$103,458	\$18,628	\$18.63	\$32,949	\$89,138
3	01/04/2024	\$89,138	\$19,466	\$19.47	\$81,708	\$26,896
4	01/04/2025	\$26,896	\$20,342	\$20.34	\$18,906	\$28,332
5	01/04/2026	\$28,332	\$21,258	\$21.26	\$17,414	\$32,176
6	01/04/2027	\$32,176	\$22,214	\$22.21	\$17,530	\$36,861
7	01/04/2028	\$36,861	\$23,214	\$23.21	\$3,680	\$56,395
8	01/04/2029	\$56,395	\$24,259	\$24.26	\$1,416	\$79,238
9	01/04/2030	\$79,238	\$25,350	\$25.35	\$22,380	\$82,208
10	01/04/2031	\$82,208	\$26,491	\$26.49	\$6,371	\$102,328
11	01/04/2032	\$102,328	\$27,683	\$27.68	\$3,725	\$126,286
12	01/04/2033	\$126,286	\$28,929	\$28.93	\$67,591	\$87,624
13	01/04/2034	\$87,624	\$30,231	\$30.23	\$4,057	\$113,798
14	01/04/2035	\$113,798	\$31,591	\$31.59	\$6,941	\$138,448
15	01/04/2036	\$138,448	\$33,013	\$33.01	\$102,361	\$69,099

SINKING FUND FORECAST MOVEMENT

SUMMARY OF ANNUAL FORECAST EXPENDITURE

April 2022		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$762
BASEMENT		
- Replace garage door motor		\$1,525
<u>Total Forecast Expenditure for year - April 2022 (Inc GST):</u>		<u>\$2,287</u>
Includes GST amount of :		\$208
April 2023		Expense Inc GST
BUDGETED EXPENDITURE		
- Provision for opening balance correction figure		-\$19,219
- Repair roof as per quote		\$20,515
SUPERSTRUCTURE		
- Repaint buildings		\$17,294
- Repaint balcony/patio ceilings		\$2,343
- Repaint vent/downpipes		\$2,852
- Repaint soffits		\$614
- Scaffold/access equip allowance		\$6,670
- Repaint door faces		\$218
- Capital Replacement - General		\$800
DRIVEWAYS, PATHWAYS & PARKING		
- Repaint line marking		\$182
FENCING		
- Repaint/re stain timber gates		\$679
<u>Total Forecast Expenditure for year - April 2023 (Inc GST):</u>		<u>\$32,949</u>
Includes GST amount of :		\$2,995

April 2024	Expense Inc GST
------------	--------------------

BUDGETED EXPENDITURE

- Waterproofing repairs to Unit 1 Courtyard	\$25,000
- Waterproofing repairs to Unit 1 Courtyard	\$25,000

SUPERSTRUCTURE

- Maintain balcony/patio waterproofing	\$9,780
- Capital Replacement - General	\$840

BASEMENT

- Replace stormwater pumps over 4 years	\$3,515
---	---------

FIRE PROTECTION SYSTEMS

- Provision to upgrade Fire Panel & associated detection equipment	\$8,404
--	---------

STAIRWELL

- Replace carpet	\$9,168
------------------	---------

<u>Total Forecast Expenditure for year - April 2024 (Inc GST):</u>	<u>\$81,708</u>
--	-----------------

Includes GST amount of :	\$7,428
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April 2025	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$882
---------------------------------	-------

BASEMENT

- Replace exhaust fan	\$3,209
- Replace stormwater pumps over 4 years	\$3,690

FURNITURE & FITTINGS

- Provision to replace intercom handsets	\$4,252
- Provision to upgrade intercom systems	\$3,877

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$2,995
--	---------

<u>Total Forecast Expenditure for year - April 2025 (Inc GST):</u>	<u>\$18,906</u>
--	-----------------

Includes GST amount of :	\$1,719
--------------------------	---------

April 2026

Expense Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$927
---------------------------------	-------

BASEMENT

- Replace traffic mirror	\$491
--------------------------	-------

- Repaint line marking	\$396
------------------------	-------

- Repaint door faces	\$379
----------------------	-------

FURNITURE & FITTINGS

- Install/Replace sensors/exits/emergency lighting/speaker 33% of total	\$4,065
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- Provision to replace door closers	\$983
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LANDSCAPING

- Replace irrigation controller	\$702
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STAIRWELL

- Repaint walls	\$4,843
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- Repaint ceiling	\$1,937
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- Repaint handrails	\$1,174
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- Repaint door faces	\$1,516
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<u>Total Forecast Expenditure for year - April 2026 (Inc GST):</u>	<u>\$17,414</u>
--	-----------------

Includes GST amount of :	\$1,583
--------------------------	---------

April 2027	Expense Inc GST
-------------------	--------------------

SUPERSTRUCTURE

- Maintain louvres	\$265
- Maintain balcony/patio waterproofing	\$11,321
- Capital Replacement - General	\$973

BASEMENT

- Maintain/repair main garage door running gear	\$642
---	-------

DRIVEWAYS, PATHWAYS & PARKING

- Maintain paver/concrete/tile pathways 10% of total	\$1,994
--	---------

EXTERNAL WORKS

- Maintain common pipework	\$1,910
----------------------------	---------

FURNITURE & FITTINGS

- Ongoing partial replacement of common area lighting	\$423
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<u>Total Forecast Expenditure for year - April 2027 (Inc GST):</u>	<u>\$17,530</u>
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Includes GST amount of :	\$1,594
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April 2028	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$1,022
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DRIVEWAYS, PATHWAYS & PARKING

- Maintain driveway 10% of total	\$1,977
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FURNITURE & FITTINGS

- Maintain signage	\$681
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<u>Total Forecast Expenditure for year - April 2028 (Inc GST):</u>	<u>\$3,680</u>
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Includes GST amount of :	\$335
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April 2029	Expense Inc GST
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SUPERSTRUCTURE

- Provision to replace balustrade fixings	\$344
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- Capital Replacement - General	\$1,073
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<u>Total Forecast Expenditure for year - April 2029 (Inc GST):</u>	<u>\$1,416</u>
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Includes GST amount of :	\$129
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April 2030	Expense Inc GST
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SUPERSTRUCTURE

- Maintain balcony/patio waterproofing	\$13,106
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- Capital Replacement - General	\$1,126
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FURNITURE & FITTINGS

- Provision to replace mail boxes	\$4,326
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FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$3,822
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<u>Total Forecast Expenditure for year - April 2030 (Inc GST):</u>	<u>\$22,380</u>
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Includes GST amount of :	\$2,035
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April 2031	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$1,183
---------------------------------	---------

FURNITURE & FITTINGS

- Install/Replace sensors/exits/emergency lighting/speaker 33% of total	\$5,189
--	---------

<u>Total Forecast Expenditure for year - April 2031 (Inc GST):</u>	<u>\$6,371</u>
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Includes GST amount of :	\$579
--------------------------	-------

April 2032	Expense Inc GST
-------------------	--------------------

SUPERSTRUCTURE

- Capital Replacement - General	\$1,242
---------------------------------	---------

BASEMENT

- Replace garage door motor	\$2,483
-----------------------------	---------

<u>Total Forecast Expenditure for year - April 2032 (Inc GST):</u>	<u>\$3,725</u>
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Includes GST amount of :	\$339
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April 2033	Expense Inc GST
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SUPERSTRUCTURE

- Repaint buildings	\$28,170
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- Repaint balcony/patio ceilings	\$3,817
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- Repaint vent/downpipes	\$4,646
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- Repaint soffits	\$1,000
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- Scaffold/access equip allowance	\$10,865
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- Repaint door faces	\$356
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- Maintain balcony/patio waterproofing	\$15,171
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- Capital Replacement - General	\$1,304
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BASEMENT

- Maintain/repair main garage door running gear	\$861
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DRIVEWAYS, PATHWAYS & PARKING

- Repaint line marking	\$296
------------------------	-------

FENCING

- Repaint/re stain timber gates	\$1,106
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<u>Total Forecast Expenditure for year - April 2033 (Inc GST):</u>	<u>\$67,591</u>
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Includes GST amount of :	\$6,145
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April 2034	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$1,369
EXTERNAL WORKS	
- Maintain common pipework	\$2,688
<u>Total Forecast Expenditure for year - April 2034 (Inc GST):</u>	<u>\$4,057</u>
Includes GST amount of :	\$369
April 2035	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$1,437
FURNITURE & FITTINGS	
- Ongoing partial replacement of common area lighting	\$625
FIRE PROTECTION SYSTEMS	
- Provision to replace portable fire extinguishers	\$4,879
<u>Total Forecast Expenditure for year - April 2035 (Inc GST):</u>	<u>\$6,941</u>
Includes GST amount of :	\$631
April 2036	Expense Inc GST
SUPERSTRUCTURE	
- Maintain louvres	\$412
- Maintain balcony/patio waterproofing	\$17,563
- Capital Replacement - General	\$1,509
BASEMENT	
- Repaint line marking	\$645
- Repaint door faces	\$617
- Provision to replace main garage door in 25 years partial accrual	\$1,818

FENCING

- Replace timber slat fencing/gates in 15 years	\$1,990
- Replace timber gates in 20 years partial accrual	\$4,002

FURNITURE & FITTINGS

- Maintain signage	\$1,006
- Install/Replace sensors/exits/emergency lighting/speaker 33% of total	\$6,622

ROOF

- Provision to replace metal roof in 30 years partial accrual	\$22,325
- Provision to replace down pipes in 20 years partial accrual	\$6,243

STAIRWELL

- Repaint walls	\$7,890
- Repaint ceiling	\$3,156
- Repaint handrails	\$1,912
- Replace carpet	\$16,465
- Repaint door faces	\$2,470

PLANT & EQUIPMENT

- Allowance for mechanical upgrade of lift in 20 years partial accrual	\$5,717
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<u>Total Forecast Expenditure for year - April 2036 (Inc GST):</u>	<u>\$102,361</u>
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Includes GST amount of :	\$9,306
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ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
BUDGETED EXPENDITURE																		
- Waterproofing repairs to Unit 1 Courtyard	\$19,633	2024	0			25000												
- Waterproofing repairs to Unit 1 Courtyard	\$19,633	2024	0			25000												
- Provision for opening balance correction figure	-\$15,848	2023	0		-													
- Repair roof as per quote	\$16,916	2023	0		19219 20515													
SUPERSTRUCTURE																		
- Repaint buildings	\$14,260	2023	10		17294										28170			
- Repaint balcony/patio ceilings	\$1,932	2023	10		2343										3817			
- Repaint vent/downpipes	\$2,352	2023	10		2852										4646			
- Repaint soffits	\$506	2023	10		614										1000			
- Scaffold/access equip allowance	\$5,500	2023	10		6670										10865			
- Repaint door faces	\$180	2023	10		218										356			
- Maintain louvres	\$180	2027	9						265									412
- Provision to replace balustrade fixings	\$212	2029	8								344							
- Maintain balcony/patio waterproofing	\$7,680	2024	3			9780			11321			13106			15171			17563
- Capital Replacement - General	\$660	2022	1	762	800	840	882	927	973	1022	1073	1126	1183	1242	1304	1369	1437	1509
BASEMENT																		
- Replace traffic mirror	\$350	2026	15					491										
- Replace exhaust fan	\$2,400	2025	15				3209											
- Repaint line marking	\$282	2026	10					396										645
- Repaint door faces	\$270	2026	10					379										617
- Provision to replace main garage door in 25 years partial accrual	\$795	2036	10															1818

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
BASEMENT																		
- Maintain/repair main garage door running gear	\$436	2027	6						642						861			
- Replace garage door motor	\$1,320	2022	10	1525										2483				
- Replace stormwater pumps over 4 years	\$2,760	2024	1			3515	3690											
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain paver/concrete/tile pathways 10% of total	\$1,353	2027	11						1994									
- Maintain driveway 10% of total	\$1,278	2028	12							1977								
- Repaint line marking	\$150	2023	10		182										296			
EXTERNAL WORKS																		
- Maintain common pipework	\$1,296	2027	7						1910							2688		
FENCING																		
- Repaint/re stain timber gates	\$560	2023	10		679										1106			
- Replace timber slat fencing/gates in 15 years	\$870	2036	25															1990
- Replace timber gates in 20 years partial accrual	\$1,750	2036	5															4002
FURNITURE & FITTINGS																		
- Maintain signage	\$440	2028	8							681								1006
- Provision to replace mail boxes	\$2,535	2030	20									4326						
- Install/Replace sensors/exits/emergency lighting/speaker 33% of total	\$2,896	2026	5					4065					5189					6622
- Ongoing partial replacement of common area lighting	\$287	2027	8						423								625	
- Provision to replace intercom handsets	\$3,180	2025	15				4252											

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
- Provision to upgrade intercom systems	\$2,900	2025	15				3877											
- Provision to replace door closers	\$700	2026	15					983										
LANDSCAPING																		
- Replace Irrigation controller	\$500	2026	12					702										
FIRE PROTECTION SYSTEMS																		
- Provision to upgrade Fire Panel & associated detection equipment	\$6,600	2024	14			8404												
- Provision to replace portable fire extinguishers	\$2,240	2025	5				2995					3822					4879	
ROOF																		
- Provision to replace metal roof in 30 years partial accrual	\$9,762	2036	15															22325
- Provision to replace down pipes in 20 years partial accrual	\$2,730	2036	5															6243
STAIRWELL																		
- Repaint walls	\$3,450	2026	10					4843										7890
- Repaint ceiling	\$1,380	2026	10					1937										3156
- Repaint handrails	\$836	2026	10					1174										1912
- Replace carpet	\$7,200	2024	12			9168												16465
- Repaint door faces	\$1,080	2026	10					1516										2470
PLANT & EQUIPMENT																		
- Allowance for mechanical upgrade of lift in 20 years partial accrual	\$2,500	2036	5															5717
Total				2287	32949	81708	18906	17414	17530	3680	1416	22380	6371	3725	67591	4057	6941	102361
Includes GST amount of				208	2995	7428	1719	1583	1594	335	129	2035	579	339	6145	369	631	9306

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
BUDGETED EXPENDITURE																		
- Waterproofing repairs to Unit 1 Courtyard	\$19,633	2024	0	7930	16257	25000	0	0	0	0	0	0	0	0	0	0	0	0
- Waterproofing repairs to Unit 1 Courtyard	\$19,633	2024	0	7930	16257	25000	0	0	0	0	0	0	0	0	0	0	0	0
- Provision for opening balance correction figure	-\$15,848	2023	0	-9375	-	0	0	0	0	0	0	0	0	0	0	0	0	0
					19219													
- Repair roof as per quote	\$16,916	2023	0	10007	20515	0	0	0	0	0	0	0	0	0	0	0	0	0
SUPERSTRUCTURE																		
- Repaint buildings	\$14,260	2023	10	8436	17294	2240	4591	7060	9653	12375	15234	18235	21387	24696	28170	3648	7479	11501
- Repaint balcony/patio ceilings	\$1,932	2023	10	1143	2343	303	622	957	1308	1677	2064	2471	2898	3346	3817	494	1013	1558
- Repaint vent/downpipes	\$2,352	2023	10	1391	2852	369	757	1164	1592	2041	2512	3007	3527	4073	4646	602	1233	1897
- Repaint soffits	\$506	2023	10	300	614	80	163	251	343	439	541	647	759	877	1000	129	265	408
- Scaffold/access equip allowance	\$5,500	2023	10	3254	6670	864	1771	2723	3723	4773	5876	7033	8249	9525	10865	1407	2884	4436
- Repaint door faces	\$180	2023	10	106	218	28	58	89	122	156	193	230	270	312	356	46	94	145
- Maintain louvres	\$180	2027	9	39	80	123	168	215	265	37	77	118	161	206	254	304	357	412
- Provision to replace balustrade fixings	\$212	2029	8	36	74	114	155	199	245	293	344	53	109	168	229	294	362	433
- Maintain balcony/patio waterproofing	\$7,680	2024	3	3102	6360	9780	3591	7362	11321	4157	8523	13106	4812	9865	15171	5571	11421	17563
- Capital Replacement - General	\$660	2022	1	762	800	840	882	927	973	1022	1073	1126	1183	1242	1304	1369	1437	1509
BASEMENT																		
- Replace traffic mirror	\$350	2026	15	89	182	280	383	491	47	97	149	204	261	322	385	451	521	595
- Replace exhaust fan	\$2,400	2025	15	745	1526	2347	3209	309	634	975	1332	1708	2103	2517	2952	3409	3888	4392

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
BASEMENT																		
- Repaint line marking	\$282	2026	10	72	147	226	309	396	51	105	162	221	283	349	418	490	565	645
- Repaint door faces	\$270	2026	10	69	141	216	296	379	49	101	155	211	271	334	399	468	541	617
- Provision to replace main garage door in 25 years partial accrual	\$795	2036	10	84	173	266	363	466	573	686	805	929	1060	1197	1341	1492	1651	1818
- Maintain/repair main garage door running gear	\$436	2027	6	94	193	298	407	522	642	127	259	399	546	699	861	170	347	534
- Replace garage door motor	\$1,320	2022	10	1525	197	405	622	851	1091	1343	1607	1885	2177	2483	322	659	1014	1386
- Replace stormwater pumps over 4 years	\$2,760	2024	1	1115	2286	3515	3690	0	0	0	0	0	0	0	0	0	0	0
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain paver/concrete/tile pathways 10% of total	\$1,353	2027	11	293	601	924	1264	1620	1994	240	492	757	1035	1326	1633	1954	2292	2647
- Maintain driveway 10% of total	\$1,278	2028	12	243	498	765	1047	1342	1652	1977	223	457	703	961	1232	1517	1816	2130
- Repaint line marking	\$150	2023	10	89	182	24	48	74	101	130	160	192	225	259	296	38	79	121
EXTERNAL WORKS																		
- Maintain common pipework	\$1,296	2027	7	281	576	885	1210	1552	1910	330	677	1041	1423	1824	2246	2688	465	952
FENCING																		
- Repaint/re stain timber gates	\$560	2023	10	331	679	88	180	277	379	486	598	716	840	970	1106	143	294	451
- Replace timber slat fencing/gates in 15 years	\$870	2036	25	92	189	291	397	510	627	751	881	1017	1160	1310	1468	1634	1807	1990
- Replace timber gates in 20 years partial accrual	\$1,750	2036	5	185	380	585	799	1025	1261	1510	1771	2045	2333	2635	2952	3285	3635	4002

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
FURNITURE & FITTINGS																		
- Maintain signage	\$440	2028	8	84	171	264	361	462	569	681	105	216	332	454	582	717	858	1006
- Provision to replace mail boxes	\$2,535	2030	20	392	804	1237	1691	2168	2669	3194	3746	4326	347	712	1094	1496	1918	2361
- Install/Replace sensors/exits/emergency lighting/speaker 33% of total	\$2,896	2026	5	736	1508	2319	3171	4065	939	1925	2960	4048	5189	1198	2457	3778	5165	6622
- Ongoing partial replacement of common area lighting	\$287	2027	8	62	127	196	268	344	423	65	134	206	282	362	445	533	625	97
- Provision to replace intercom handsets	\$3,180	2025	15	987	2022	3110	4252	410	840	1291	1766	2263	2786	3335	3912	4517	5152	5819
- Provision to upgrade intercom systems	\$2,900	2025	15	900	1844	2836	3877	374	766	1178	1610	2064	2541	3041	3567	4119	4698	5307
- Provision to replace door closers	\$700	2026	15	178	365	561	767	983	95	194	298	408	523	644	771	904	1044	1191
LANDSCAPING																		
- Replace irrigation controller	\$500	2026	12	127	260	401	548	702	79	162	250	341	437	538	645	756	873	996
FIRE PROTECTION SYSTEMS																		
- Provision to upgrade Fire Panel & associated detection equipment	\$6,600	2024	14	2666	5465	8404	849	1740	2676	3659	4691	5775	6912	8107	9361	10678	12061	13513
- Provision to replace portable fire extinguishers	\$2,240	2025	5	695	1424	2191	2995	692	1418	2181	2981	3822	883	1810	2784	3806	4879	1127
ROOF																		
- Provision to replace guttering in 25 years	\$2,100	2046	35	164	336	517	706	906	1115	1334	1565	1807	2061	2328	2609	2903	3212	3537
- Provision to replace metal roof in 30 years partial accrual	\$9,762	2036	15	1035	2121	3262	4459	5717	7037	8424	9879	11408	13013	14698	16468	18326	20277	22325
- Provision to replace down pipes in 20 years partial accrual	\$2,730	2036	5	289	593	912	1247	1599	1968	2356	2763	3190	3639	4110	4605	5125	5670	6243

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
STAIRWELL																		
- Repaint walls	\$3,450	2026	10	876	1797	2763	3778	4843	627	1286	1978	2704	3466	4267	5107	5990	6917	7890
- Repaint ceiling	\$1,380	2026	10	351	719	1105	1511	1937	251	514	791	1081	1386	1707	2043	2396	2767	3156
- Repaint handrails	\$836	2026	10	212	436	670	916	1174	152	312	479	655	840	1034	1238	1452	1676	1912
- Replace carpet	\$7,200	2024	12	2908	5962	9168	1034	2121	3261	4458	5716	7036	8422	9878	11406	13011	14696	16465
- Repaint door faces	\$1,080	2026	10	274	562	865	1183	1516	196	403	619	846	1085	1336	1599	1875	2165	2470
PLANT & EQUIPMENT																		
- Allowance for mechanical upgrade of lift in 20 years partial accrual	\$2,500	2036	5	265	543	835	1142	1464	1802	2157	2530	2921	3332	3764	4217	4693	5192	5717
TOTAL ACCRUALS				51282	73176	35765	42832	46565	49911	67922	89152	90545	108879	131094	90741	115280	138364	67534

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

REPORT INFORMATION

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

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

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

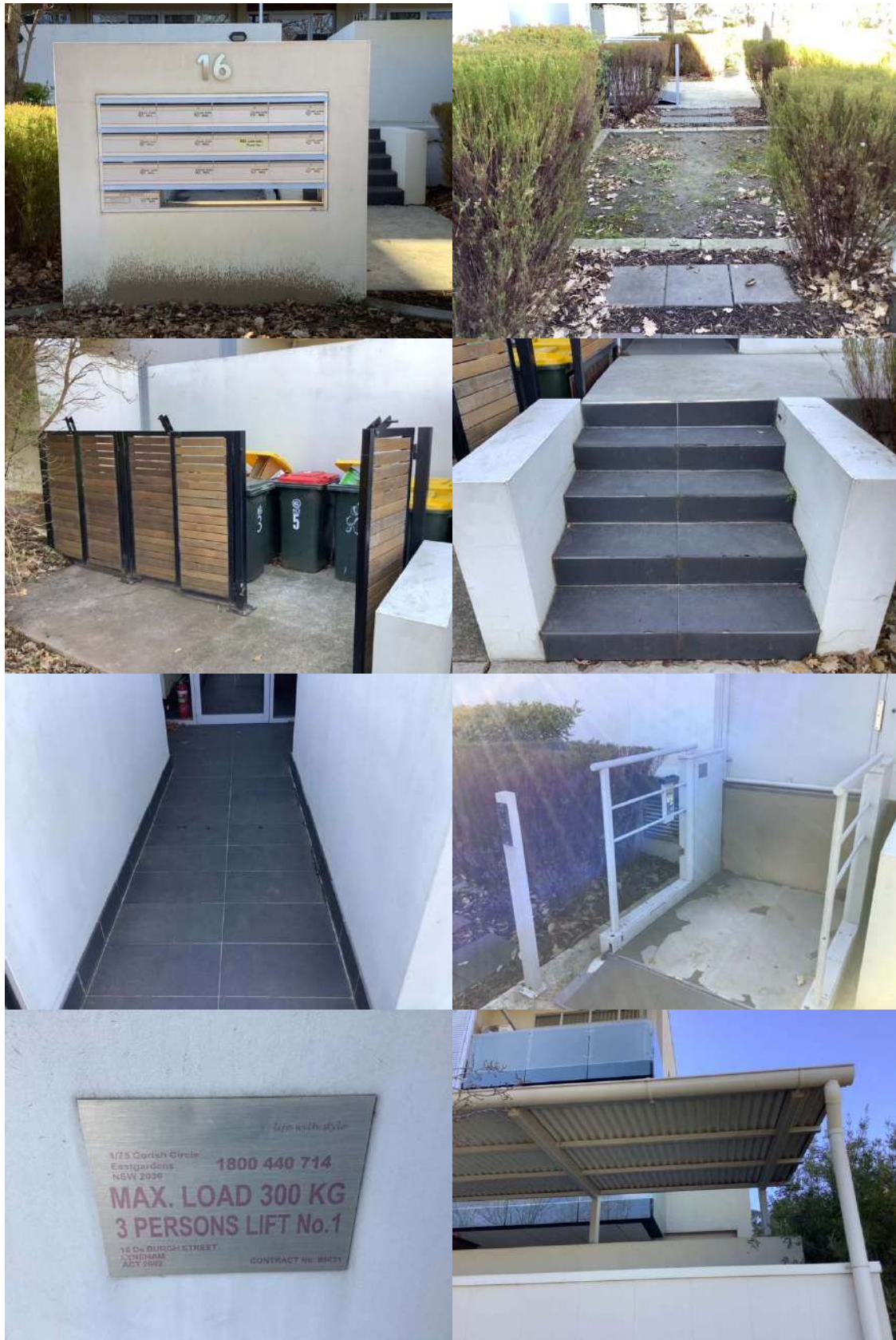
This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report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

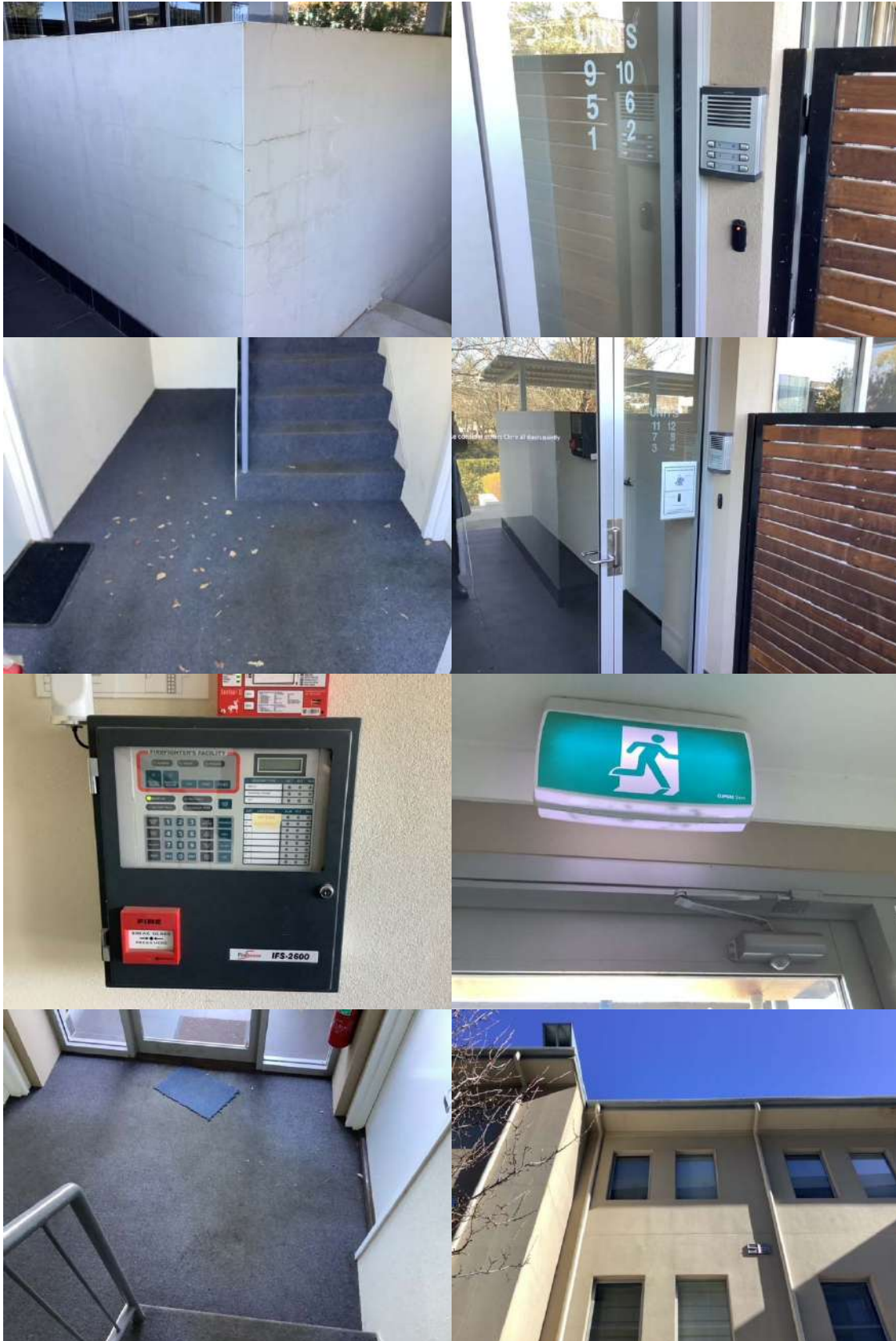
The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific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

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

AREAS NOT INSPECTED

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



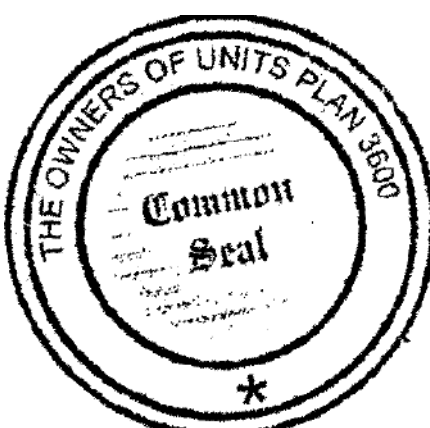




Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A. Details of reduced quorum decisions

A1	The Owners - Units Plan No	UP3600
A2	General Meeting: Date (or dates) of general meeting at which the reduced quorum decision or decisions were made 14/04/2026 ☒ Regularly convened The general meeting was regularly convened (not following any adjournment under UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3). ☐ Convened after adjournment The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).	
A3	Reduced quorum decisions	If there is insufficient space below, tick ☒ and attach details to the notice
	Date of decision	Full text of reduced quorum decision
	14/04/2026	See attached Minutes
	___ / ___ / ____	
A4	Owners Corporation declaration	
	17/04/2026 Date of affixing of seal Signature:  Designation: Strata Manager	

Part B. Details of reduced quorum decisions

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a standard quorum for the motion (see above) is not present a reduced quorum decision may be made if a reduced quorum (see next point) is then present for consideration of the motion (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).
- At a regularly-convened general meeting, a reduced quorum means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

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

B2 When does a reduced quorum decision take effect?

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

B3 How may reduce quorum decisions be disallowed?

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

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

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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





**MINUTES OF THE 2026 ANNUAL GENERAL MEETING OF THE
OWNERS OF UNITS PLAN 3600 "LUMINA"
16 DE BURGH STREET, LYNEHAM ACT 2602**

DATE HELD: Tuesday 14 April 2026 - 3:00 PM

VENUE: 17/11 National Circuit, Barton ACT, Australia
Signature Strata Office + Via Zoom

Present

A Van De Ruit (unit 4), M Hodgson (unit 7), & K Mauro Signature Strata

Absentee Voting

Nil

Apologies

Nil

Proxy Holder

Nil

Representing

Chairperson

A Van de Ruit (unit 4)

Quorum

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

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

MEETING FORMALITIES

Noting of chairperson, acceptance of proxies and absentee votes and apologies.

MINUTES

MOTION 1. *That the minutes of the previous annual general meeting held on 30 April 2025 are accepted.*

MOTION CARRIED

INSURANCE

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

Insurance cover held by the Owners Corporation through Allinsure is summarised below.

Insurer & Policy No:	HUTCH UNDERWRITING / HRS11189263
Renewal Date:	22 August 2026
Building Sum Insured:	\$4,800,000.00
Excesses:	\$2,000.00 standard
Base Premium:	\$4,301.74
GST	\$506.97
Underwriting Agency Fee	\$210.00
Broker Fee	\$495.00
Workers Compensation	
Admin Fee:	\$60.00
Broker Fee:	\$100.00
Fire Levy	\$4.50
GST	\$41.45
Signature Strata Commission	(A1) 30% of the brokers commission Signature Strata no longer take any commissions on insurance. Commission paid is based on the current policy, with renewal prior to transition away from nett policies.
Last insurance valuation report:	11 November 2025

MOTION 2. *That the Owners Corporation insurance be confirmed as per the policy information provided with the meeting notice.*

MOTION CARRIED

MOTION 3. *That the Owners Corporation of UP3600 endorse continued Brokerage services through the existing broker, Allinsure.*

MOTION CARRIED

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

MOTION CARRIED

INSURANCE DISCLAIMER

Insurance disclaimer

Insurance services are provided through locally represented insurance broking firms, AllInsure, Arthur J Gallagher or Honan. Utilising the services of an independent broker ensures Owners Corporations have access to competitive premium offerings, receive expert advice and claims handling, leading to better coverage and claim outcomes.

Signature Strata is qualified to give general advice and information about insurance, which does not take into consideration the needs, objectives or particular financial circumstances of the Owners Corporation. If the Owners Corporation require specialist insurance advice, Signature Strata will refer the Owners Corporation to your nominated Broker. The Owners Corporation should read the Product Disclosure Statement and policy wording before making a decision to purchase the insurance.

All insurance policies arranged under this Agreement will be offered on a nett basis and will not be subject to the payment of any commissions to Signature Strata. Management fees have been adjusted to reflect the removal of commissions, which had previously subsidised the management fees.

MOTION 5. *That the Owners Corporation adopt the insurance valuations recieved on the 11 November 2025.*

MOTION CARRIED

INSURANCE CLAIMS

It was noted that there are no open insurance claims.

FINANCIALS

MOTION 6. *That the financial statements from 1 April 2025 to 31 March 2026 be accepted as presented.*

MOTION CARRIED

SINKING FUND

Note – the Owners Corporation of UP3600 obtained their Sinking Fund Forecast Report on 1 April 2022 to meet legislative requirements, and, pursuant to Section 85 of the Unit Titles (Management) Act 2011, the Sinking Fund Forecast will be renewed and updated prior to 1 April 2027. A copy of the Sinking Fund Forecast is available through the owners portal.

MOTION 7. *That the Owners Corporation gives consent for the Sinking Fund Forecast to be approved and accepted by the Executive Committee.*

MOTION CARRIED

PHYSICAL BUILDING STRUCTURAL DEFECTS

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners Corporation to consider physical building structural defects at each Annual General Meeting. The Owners Corporation can only consider defects affecting common property or the Defined parts of the building specified in the Act.

Lumina is outside of the Builders Warranty period and does not need to record building defects. All items will be covered in Maintenance Items.

MAINTENANCE ISSUES

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

Stairwell near the letter box - quote was apporved by Mane Property to fix the loose tiles. Mane property will also be providing a more extensive quote to completely rectify this area.

It was agreed to accept the quote provide from Mane Property Services for \$1,896.00 to rectify the stairwell near the letter boxes.

Parcel box - The parcel box at the back of the compex has not been claimed by any residents, to be discussed.

It was agreed that the parcel box will be removed. K. Mauro will issue a notice for A. Van De Ruit to place on the parcel box advising the owner of its removal..

Garderns - Concerns were raised regarding the standard of garden maintenance. K. Mauro will contact the gardener to raise the owners' concerns and will obtain comparative quotes should the current contractor be unable to improve their service.

Smoke Alarm - It was noted that the smoke alarms near Units 11 and 12 continue to chirp. K. Mauro will contact Infinity Fire to arrange rectification.

Maintenance Contract Renewals:

Venture Plumbing - July 2025 - July 2028

MAINTENANCE PLAN

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

MOTION CARRIED

FIRE SAFETY

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

All emergency and fire systems are maintained to Australia Standards 1851 by your fire control contractor, Infinity Fire Protection

AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

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

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

BUDGET DEBATE

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

MOTION 9. *That the proposed Administrative Fund Expenditure Budget of \$52,660.00 for the period 1 April 2026 to 31 March 2027 be adopted.*

MOTION CARRIED

MOTION 10. *That the proposed Sinking Fund Expenditure Budget of \$17,413.00 for the period 1 April 2026 to 31 March 2027 be adopted.*

MOTION CARRIED

MOTION 11. *That the Owners Corporation determines an Administrative Fund Levy Contribution of \$52,660.00 for the twelve-month period, commencing 1 April 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 01/06/2026, 01/09/2026, 01/12/2026, and 01/03/2027.*

MOTION CARRIED

MOTION 12. *That the Owners Corporation determines a Sinking Fund Levy Contribution of \$21,258.00 for the twelve-month period, commencing 1 April 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 01/06/2026, 01/09/2026, 01/12/2026, and 01/03/2027.*

MOTION CARRIED

STRATA MANAGEMENT AGENCY AGREEMENT

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

The Owners Corporation's current management agreement was signed on 29 May 2024 and expires on 29 May 2027. The contract is available through the owners portal.

Signature Strata have made a business decision to transition away from receiving insurance commissions. As a result, our Management Fee structure has been adjusted.

- MOTION 13.** That the Owners Corporation of UP3600 agrees in accordance with Section 50 of the Unit Titles (Management) Act 2011, to the following:
- a. *That Signature Strata Pty Ltd be appointed as Managing Agent, for a period of three (3) years;*
 - b. *That the Owners Corporation delegate to the Managing Agent all functions of the Owners Corporation (other than those prohibited by the Act) necessary to enable the agent to carry out the agreed services and additional services if required;*
 - c. *That the Owners Corporation execute a written agreement to give effect to this appointment and delegation;*
 - d. *That the delegation to the agent is subject to the conditions and limitations listed in the agreement;*
 - e. *That authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting (where applicable).*
 - f. *That two members of the Owners Corporation/Executive Committee be authorised as signatories on behalf of the Owners Corporation to sign the Agency Agreement with Signature Strata.*
 - g. *If the contract is not signed within 28 days of the meeting date, the Agreement will be taken as being binding.*

MOTION CARRIED

CONTRACTOR COMPLIANCE

- MOTION 14.** *That the services of a contractor compliance company be engaged to audit contractors to ensure compliance with insurance and licencing requirements.*

MOTION CARRIED

EXECUTIVE COMMITTEE

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

It was agreed that A. Van De Duit and M. Hodgson would form the Executive Committee, on the condition that K. Mauro issues an expression of interest to all owners inviting additional members to join the Committee.

If no volunteers come forward, the Committee will be dissolved and its responsibilities will revert to all owners collectively.

MOTION CARRIED

GENERAL BUSINESS

There was no general business raised

CLOSURE

There being no further business the chairperson declared the meeting closed at 4:35 PM

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A. Details of reduced quorum decisions

A1	The Owners - Units Plan No	UP3600
A2	General Meeting: Date (or dates) of general meeting at which the reduced quorum decision or decisions were made 30/04/2025 ☒ Regularly convened ☐ Convened after adjournment The general meeting was regularly convened (not following any adjournment under UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3). The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).	
A3	Reduced quorum decisions	If there is insufficient space below, tick ☒ and attach details to the notice
	Date of decision	Full text of reduced quorum decision
	12/05/2025	See attached Minutes
	___ / ___ / ____	
A4	Owners Corporation declaration	
	12/05/2025 Date of affixing of seal Signature:  Designation: Strata Manager	

Part B. Details of reduced quorum decisions

B1 What is a reduced quorum decision?

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

Reduced quorum decisions made at regularly-convened general meetings

- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a standard quorum for the motion (see above) is not present a reduced quorum decision may be made if a reduced quorum (see next point) is then present for consideration of the motion (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).
- At a regularly-convened general meeting, a reduced quorum means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

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

B2 When does a reduced quorum decision take effect?

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

B3 How may reduce quorum decisions be disallowed?

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

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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



**MINUTES OF THE ANNUAL GENERAL MEETING OF THE
OWNERS OF UNITS PLAN 3600 "LUMINA"
16 DE BURGH STREET, LYNEHAM ACT 2602**

DATE HELD: Wednesday 30 April 2025 - 4:00 PM
VENUE: Unit 17/11 National Circuit, Barton ACT 2913

Present

Unit 4	A Ruit
Unit 10	S Adamidis
Signature Strata	R Benton
Signature Strata	S Saini

Absentee Voting

Nil

Apologies

Unit 3	C Ung
Unit 7	M Hodgson

Proxy Holder **Representing**
Nil

Chairperson

Unit 10	S Adamidis
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Quorum

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

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

MINUTES

MOTION 1. *That the minutes of the previous annual general meeting held on 24th April 2024 are accepted.*

MOTION CARRIED

INSURANCE

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

Insurance cover held by the Owners Corporation through Allinsure is summarised below.

Insurer & Policy No:	Longitude / LNG-STR-20110583
Renewal Date:	22 nd August 2025
Building Sum Insured:	\$4,305,000.00
Excesses:	\$2,000.00
Base Premium:	\$7,462.47
Underwriting Agency Fee	\$250.00
Broker Fee	\$365.00
Administration Fee	\$60.00
GST	\$813.75
Signature Strata Commission	\$447.74
Workers Compensation	
Renewal Date	22 th August 2025
Base Premium	\$250.00
Broker Fee	\$100.00
Fire Levy	\$5.00
GST	\$41.50
Signature Strata Commission	\$33.75
Commission Schedule	30% of the brokers commission
Last insurance valuation report:	19 th October 2022
Please refer to attached Certificate of Currency for details of the sum insured limits	

Note – Signature Strata recommends that Unit Owners seek their own contents and liability insurance for their unit, as the insurance cover held by the Owners Corporation only covers the building structure (including permanent fixtures) and public liability claims that occur on common property. It does not include contents (i.e. carpet, furnishings and personal effects) within each individual unit.

MOTION 2. *That the Owners Corporation insurance be confirmed as per the policy information provided with the meeting notice.*

MOTION CARRIED

MOTION 3. *That the Owners Corporation of UP3600 endorse continued Brokerage services through the existing broker, Allinsure.*

MOTION CARRIED

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

MOTION CARRIED

MOTION 5. *That the Owners Corporation authorises the Strata Manager to obtain an insurance valuation, and that the level of insurance be adjusted in accordance with Valuer's conclusion and recommendation.*

MOTION DEFEATED

Note: it was agreed that the Owners Corporation will obtain an insurance valuation report next year, in 2026. Once the report is obtained, it will be provided at the next Annual General Meeting (AGM).

INSURANCE CLAIMS

It was noted that there no open claims at this time.

FINANCIALS

MOTION 6. *That the financial statements from 1st April 2024 to 31st March 2025 be accepted as presented.*

MOTION CARRIED

SINKING FUND

The Owners Corporation of UP3600 obtained their Sinking Fund Forecast Report on 10th May 2024 to meet legislative requirements, and, pursuant to Section 85 of the Unit Titles (Management) Act 2011, the Sinking Fund Forecast will be renewed and updated prior to 10th May 2028. A copy of the Sinking Fund Forecast is available through the owners portal.

PHYSICAL BUILDING STRUCTURAL DEFECTS

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners Corporation to consider physical building structural defects at each Annual General Meeting. The Owners Corporation can only consider defects affecting common property or the Defined parts of the building specified in the Act.

The Owners Corporation of Lumina are aware of the following building defects.

MAINTENANCE ISSUES

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

Main Door of Garage – Handle Tightening: It was noted that the pedestrian garage door handle requires tightening. Signature Strata will arrange for this work to be carried out.

Pest Control: It was noted that the Owners Corporation will monitor the need for bird-related pest control and arrange treatment if required, as the previous pest bird management contract was not renewed.

Loose Tile at Front of Property: It was reported by one of the owners that a tile is loose in the stairwell at the front of the property. Signature Strata will arrange for a contractor to attend and carry out the necessary repair.

MAINTENANCE PLAN

MOTION 7. *That the Maintenance Plan be confirmed as adequate.*

MOTION CARRIED

FIRE SAFETY

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

All emergency and fire systems are maintained to Australia Standards 1851 by your fire control contractor, Infinity Fire.

AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

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

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

BUDGET DEBATE

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

MOTION 8. *That the proposed Administrative Fund budget of \$52,324.35 for the period 1st April 2025 to 31st March 2026 be adopted.*

MOTION CARRIED

MOTION 9. *That the proposed Sinking Fund Expenditure Budget of \$18,905.00 for the period 1st April 2025 to 31st March 2026 be adopted.*

MOTION CARRIED

MOTION 10. *That the Owners Corporation determines an Administrative Fund Levy Contribution of \$54,324.35 for the twelve-month period, commencing 1st April 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 01 June, 01 September, 01 December and 01 March.*

MOTION CARRIED

MOTION 11. *That the Owners Corporation determines a Sinking Fund Levy Contribution of \$16,180.00 for the twelve-month period, commencing 1st April 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 01 June, 01 September, 01 December and 01 March.*

MOTION CARRIED

STRATA MANAGEMENT AGENCY AGREEMENT

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

The Owners Corporation's current management agreement was signed on 29th May 2024 and expires on 28th May 2027. The contract is available through the owners portal.

EXECUTIVE COMMITTEE

MOTION 12. *That the Owners Corporation determine the number of members to form the Executive Committee until the next Annual General Meeting, with the appointment of those members to take place at this meeting.*

Note: It was noted that the Owners Corporation was previously unable to form an Executive Committee due to a lack of nominations. The owners present at the AGM agreed that, until further nominations are received, all owners will form the Executive Committee.

MOTION CARRIED

GENERAL BUSINESS

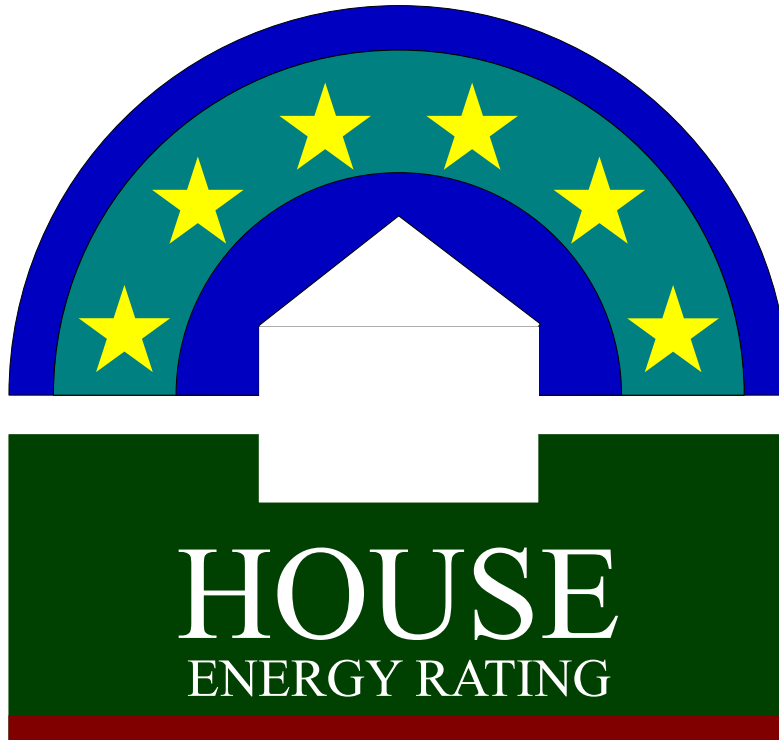
Rekeying of Common Property Doors - It was noted that a recent break-in resulted in stolen keys for common property doors. The Owners Corporation will consider rekeying the common property access doors (excluding the garage roller door) for safety and security.

Notice to Form Executive Committee - It was noted that a follow-up notice will be sent to all owners inviting nominations to form an Executive Committee.

CLOSURE

There being no further business the chairperson declared the meeting closed at 4:30 PM

FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★ ★ ★ ★ ★ ★ **6 STARS**
in Climate: 24 **SCORE: 44 POINTS**

Name:	Christopher Turnbull	Ref No:	46929
House Title:	Unit 5, Block 7, Section 55	Date:	20-05-2026
Address:	Unit 5 of 16 De Burgh Street Lyneham		2602
Reference:	C:\USERS\...\DE BURGH STREET LYNEHAM 5 OF 16		

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	44											
Potential	55											

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

Design options	Additional points
Change curtain to	Heavy Drapes & Pelmets 11

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	44	★★★★★★
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Largest windows in the dwelling;

Direction : East

Area : 8 m²

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. East	44	★★★★★★
2. South East	44	★★★★★★
3. South	46	★★★★★★
4. South West	48	★★★★★★
5. West	49	★★★★★★
6. North West	55	★★★★★★
7. North	58	★★★★★★
8. North East	52	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 5, Block 7, Section 55, Unit 5 of 16 De Burgh Street, Lyneham

Assessor's Name: Lindsay Collison

Feature				Points		
				Winter	Summer	Total
CEILING				15	0	15
Surface Area:	116	Insulation:	-102			
WALL				6	-2	4
Surface Area:	3	Insulation:	2			
		Mass:	-1			
FLOOR				21	-5	16
Surface Area:	17	Insulation:	-4			
		Mass:	3			
AIR LEAKAGE (Percentage of score shown for each element)				7	0	7
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	34 %			
Exhaust Fans	53 %	Doors	0 %			
Down Lights	0 %	Gaps (around frames)	13 %			
DESIGN FEATURES				0	1	1
Cross Ventilation	1					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				-13	-10	-23
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
E	8	11%	-13	16	-5	-2
S	2	3%	-5	2	-1	-3
W	8	11%	-24	10	-4	-18
Total	17	26%	-41	28	-10	-23

* 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	35	-16	44*

* includes 25 points from Area Adjustment

Detailed House Data

House Details

ClientName	Christopher Turnbull
HouseTitle	Unit 5, Block 7, Section 55
StreetAddress	Unit 5 of 16 De Burgh Street
Suburb	Lyneham
Postcode	2602
AssessorName	Lindsay Collison
FileCreated	20-05-2026
Comments	Class A Building Assessor Lic No. 2011331

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	Enclosed	No	Yes	No	Float Timb	R0.0	33.7m²
2	Suspended Slab	Enclosed	No	Yes	No	Carp	R0.0	24.1m²
3	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	12.1m²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R1.0	8.8m	2.6m
2	Weatherboard	Yes	R1.0	23.2m	2.6m
3	Weatherboard	No	R1.5	7.4m	2.6m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Suspended Slab	Yes	No	R0.0	69.9m²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	W	2.4m	3.2m	No	SG	ALIMPR	HB	No	2.0m	2.0m	0.1m
2	E	2.4m	3.2m	No	DG2	ALIMPR	CP	No	0.0m	0.0m	0.0m
3	S	1.4m	1.2m	No	SG	ALIMPR	CP	No	0.0m	0.0m	0.0m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	W	2.4m	3.2m	0.0m	0.0m	0.0m	0.0m	2.0m	0.4m	2.0m	0.2m
2	E	2.4m	3.2m	0.0m	0.0m	0.0m	0.0m	1.8m	0.2m	0.0m	0.0m

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

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	4	0
Downlights	0	0
Skylights	0	0
Utility Doors	1	0
External Doors	0	0
Unflued Gas Heaters		0
Percentage of Windows Sealed		98%
Windows - Average Gap		Small
External Doors - Average Gap		Small
Gaps & Cracks Sealed		Yes

Energy Efficiency Rating **FACT** Sheet

QUICK FACTS

- Sellers of residential properties are required to provide an Energy Efficiency Rating (EER) to potential buyers. (*This is known as mandatory energy efficiency disclosure.*)
- The EER forms part of the Sale Contract and must be published in all advertising material
- The EER rating system uses computer simulations to assess the potential thermal comfort of your home. The more stars, the less likely the occupants need cooling or heating to stay comfortable.
- The ACT Government has two systems in place for Energy Ratings:
 - one is for new homes - (2nd Generation Software) and
 - one is for established homes – (1st Generation Software)

Residential Reports (and all other companies preparing reports for the sale of a property) uses 1st Generation Software.

- The consumption of energy in the home for heating, cooling, hot water or lighting and other appliances **IS NOT** considered when calculating the EER rating.
- Many aspects of solar passive designs are also not able to be accounted for in 1st Generation Software.

WHAT IS RATED?

The rating is dependent on:

- Layout of the home
- Construction of its roof, walls, windows and floor
- Wall, floor and ceiling insulations
- Orientation of windows and shading of the sun's path and local breezes
- Influence of the local climate

WHY IS THERE A DISCREPANCY BETWEEN MY OLD EER AND MY NEW EER?

- Increasingly, in a number of circumstances particularly where new homes have been rated using 2nd generation software and are being offered for sale where the rating must be conducted using 1st generation software, there can be a significant variation between the two ratings:
 - 1st generation software rates to 6 stars
 - 2nd generation software may rate up to 10 stars
- ACT Legislation currently **PROHIBITS** Inspectors from assuming insulation values which may have been the case previously. Documented proof or access for a visual sighting is now required to verify the existence and rating of insulation.

When you engage Residential Reports to complete your EER you have the peace of mind of knowing the Inspector undertaking your assessment is licensed in the ACT as a Class A Energy Assessor and your Energy Rating is calculated using software approved by the ACT Government.

Further information is available via the Environment, Planning and Sustainable Development Directorate
http://www.planning.act.gov.au/topics/design_build/design-and-siting/energy_ratings



Certificate of Currency

Policy Number BP20200022

Item 1 **The Insured:** Residential Reports Pty Ltd

Item 2 **Address:** 35 Poynton Street
HUGHES ACT 2605

Item 3 **Professional Services covered by this policy:**
Pre Purchase Building Inspections (AS4349.1)
Special Purpose Building Inspections
Energy Rating Reports
Urban Pest Management
Termite Management including inspections - existing buildings and structures (AS3660.2)
Timber Pest Inspections (AS4349.3)

Item 4 **Description of the Policy:** Professional Indemnity & Broadform Liability (CGU PIB 03-17)

Item 5 **Period of Insurance:** From 20/07/2025 To 4.00 pm on 20/07/2026

Item 6 **Particulars of Risk:**
Civil Liability Professional Indemnity

6.1 The Policy Limit is	\$5,000,000	which includes all policy sections
6.2 The Policy Excess is	\$20,000	
6.3 The Retroactive Date is	20/07/2020	

Public Liability

6.4 Sum Insured	\$20,000,000
6.5 Excess	\$2,500

Date and Place of Issue 21/07/2025 Melbourne, Victoria

Signed for and on behalf of Insurance Australia Limited ABN 11 000 016 722



Najibi Bisso, Manager

This Certificate of Currency indicates policy cover effective as at the date of issue only

PAYMENT PENDING

As per terms and conditions in the Residential
Reports Client Guarantee

Tax Invoice



Inspection Number 46929

Please ensure this number is used when making payment

8 May 2026

Christopher Turnbull

For the Property at: 5/16 De Burgh Street Lyneham ACT 2602

NO PAY UPFRONT FIRST RATE ENERGY EFFICIENCY RATING PACKAGE	
First Rate Energy Efficiency Inspection & Report	372.73
Access Canberra EER Lodgement Fee (no GST)	41.00
Subtotal	413.73
Total GST	37.27
TOTAL INC GST	\$451.00

Thank you for your business

We offer comprehensive Pest Management Solutions!

Call now to book your regular Pest Control Service

No Pay Package Conditions: The Residential Reports invoice must be paid on settlement or within 180 days of the date of inspection, whichever comes first. We must be notified immediately if the property is not marketed within 3 months or is withdrawn from the market and the invoice must be settled within 14 days. Failure to adhere to these terms will result in associated legal and collection fees being applied to amount due.

PAYMENT OPTIONS	
	To avoid unallocated payments please use reference number: 46929
Credit Card	Please call 6288 0402 to provide card details. Your account is not debited until the day reports are released. Providing these details as soon as possible will ensure there is no delay when reports are ready.
Direct Deposit	Account Name: Residential Reports BSB: 012-997 Account Number: 2269 05945 Reference: 46929 IMPORTANT: PLEASE ensure this unique ID is used



A PERCENTAGE OF EVERY JOB IS DONATED TO OUR WITHOUT A ROOF PROGRAM

Every year we step into hundreds of homes, yet in our region there are still so many people living without acceptable, permanent or safe shelter. A percentage from each inspection we conduct is contributed to our in-house program 'Without a Roof' and periodically donated to make small changes to this big issue. To find out more visit residentialreports.com.au

Residential Reports Pty Limited **ABN** 38 609 880 122

35 Poynton Street Hughes ACT 2605 **p** 6288 0402 info@residentialreports.com.au

Member- Master Builders Association & The Australian Environmental Pest Managers Association

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.

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