

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		5	3765	24	27	Mawson
		and known as 5/86 Mawson Drive, Mawson ACT 2607				
Seller	Full name	Emma May de Kieffe				
	ACN/ABN					
	Address	5/86 Mawson Drive, Mawson ACT 2607				
Seller Solicitor	Firm	Snedden Hall & Gallop				
	Email	property@shglawyers.com.au				
	Phone	02 6285 8000	Ref	83229 Tom Lindenmayer		
	DX/Address	43-49 Geils Court, Deakin ACT 2600				
Stakeholder	Name	Hive Property (ACT) Pty Ltd Trust Account				
Seller Agent	Firm	Hive Property (ACT) Pty Ltd				
	Email	bree@hiveproperty.co				
	Phone	0450 566 150	Ref:	Bree Prince		
	DX/Address	Level 1, 4 Campion Street, Deakin ACT 2600				
Restriction on Transfer	Mark as applicable	☒ Nil ☐ section 370 ☐ section 280 ☐ section 306 ☐ section 351				
Land Rent	Mark one	☒ Non-Land Rent Lease ☐ Land Rent Lease				
Occupancy	Mark one	☒ Vacant possession ☐ Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and this Contract, if any.				
Goods	Description	Fixed floor coverings, light fittings and window treatments as inspected.				
Date for Registration of Units Plan						
Date for Completion On or before 90 days from the Date hereof						
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	0	% per annum
Interest rate if the defaulting party is the Buyer	10	% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$ 660	(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	Signature Strata	Phone	02 6185 0347
Address	17/11 National Circuit, BARTON ACT 2600		

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and Interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

- 1.3 Headings are inserted for convenience only and are not part of this Contract.
- 1.4 If the time for something to be done or to happen is not a Business Day, the time is extended to the next Business Day, except in the case of clause 2.1.
- 1.5 A reference to "this Contract" extends to the Schedule, any annexure, additional clauses and attachments forming part of this Contract.
- 1.6 If there is more than one buyer or more than one seller the obligations which they undertake bind them jointly and individually.
- 1.7 Where the Buyer consists of more than one person, as between themselves, they agree to buy the Property in the specified manner of Co-ownership or if one alternative is not marked, as joint tenants.
- 1.8 Without limiting clause 13, the parties agree that for the purposes of the *Electronic Transactions Act 2001* (ACT) and the *Electronic Transactions Act 1999* (Cth), this Contract may be signed and/or exchanged electronically.

2. Terms of payment

- 2.1 The Buyer must pay the Deposit on the Date of this Contract, to the Stakeholder or, if no Stakeholder is named, then to the Seller.
- 2.2 The Deposit becomes the Seller's property on Completion.
- 2.3 The Deposit may be paid by cheque or in cash (up to \$3,000.00) but if it is not paid on time or, if it is paid by cheque which is not honoured on first presentation, the Buyer is in default.
- 2.4 If the Buyer is in default under clause 2.3, then immediately and without the notice otherwise necessary under clause 18, clause 19 applies.
- 2.5 On Completion the Buyer must give the Seller an authority directing the Stakeholder to account to the Seller for the Deposit.
- 2.6 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price by unendorsed bank cheque, or in cash (up to \$200.00).
- 2.7 Any money payable to the Seller by the Buyer or the Stakeholder must be paid to the Seller or as the Seller Solicitor directs in writing and payment in accordance with that direction will be sufficient discharge to the person paying.
- 2.8 Completion must take place on the Date for Completion or as otherwise determined by this Contract and if not specified or determined, within a reasonable time.

3. Title to the Lease

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

4. Restrictions on transfer

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

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

5. Particulars of title and submission of transfer

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

6. Buyer rights and limitations

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

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

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

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

8. Adjustments

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

9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

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

12. Additional Seller obligations

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

13. Electronic transaction

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

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

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

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

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

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

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

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

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

13.4.1 each party must:

(a) bear equally any disbursements or fees; and

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

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

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

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

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

13.5.3 the parties must conduct the Electronic Transaction:

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

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

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

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

- the Stakeholder in trust for the Seller and the Buyer;
- (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
 - (d) the decision of the arbitrator is final and binding;
 - (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;
 - (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;
 - (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
 - (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.
- 18.3.2 be ready willing and able to complete but for some default or omission of the other party.
- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
- 18.6.1 must specify the default;
 - 18.6.2 must require the party served with the Default Notice to rectify the default within 7* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and
 - 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.
- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

18. Notice to Complete and Default Notice

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

19. Termination — Buyer default

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

* Alter as necessary

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

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

20. Termination — Seller default

- 20.1 If the Seller does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term the Buyer may by notice served on the Seller either:

- 20.1.1 terminate and seek damages; or
- 20.1.2 enforce without further notice any other rights and remedies available to the Buyer.

- 20.2 If the Buyer terminates, the Stakeholder is authorised to refund to the Buyer immediately any money paid on account of the Price.

21. Rescission

- 21.1 Unless section 15 of the Sale of Residential Property Act applies, if this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:

- 21.1.1 the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and
- 21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses.

22. Damages for delay in Completion

- 22.1 If Completion does not occur by the Date for Completion, due to the default of either party, the party who is at fault must pay the other party as liquidated damages on Completion:

- 22.1.1 if the defaulting party is the Seller, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion;
- 22.1.2 if the defaulting party is the Buyer, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and
- 22.1.3 the amount this Contract says on page 2 to be applied towards any legal costs and disbursements incurred by the party not

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

- 22.2 Whether or not percentages are inserted in clauses 22.1.1 or 22.1.2 the party at fault must pay the amount specified in clause 22.1.3 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.

- 22.3 The parties agree that:

- 22.3.1 the amount of any damages payable under clause 22.1.1 or clause 22.1.2 to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion, and
- 22.3.2 the damages must be paid on Completion.

23. Foreign Buyer

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

24. GST

- 24.1 If a party must pay the Price or provide any other consideration to another party under this Contract, GST is not to be added to the Price or amount, unless this Contract provides otherwise.

- 24.2 If the Price is stated in the Schedule to exclude GST and the sale of the Property is a taxable supply, the Buyer must pay to the Seller on Completion an amount equal to the GST payable by the Seller in relation to the supply.

- 24.3 If under this Contract a party (Relevant Party) must make an adjustment, pay an amount to another party (excluding the Price but including the Deposit if it is released or forfeited to the Seller) or pay an amount payable by or to a third party:

- 24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but
- 24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.

- 24.4 If this Contract says this sale is the supply of a going concern:

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

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

24.4.3 the Seller must carry on the enterprise until Completion;

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

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

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

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

24.5 If this Contract says the margin scheme applies:

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

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

in respect of the sale of the Property.

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

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

25. Power of attorney

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

26. Notices claims and authorities

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

26.2 To serve a notice a party must:

26.2.1 leave it at; or

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

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

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

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

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

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

27. Unit title

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

28. Definitions and interpretation

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

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

29. Title to the Unit

29.1 Clauses 3.1, 3.2 and 3.3 do not apply.

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

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

30. Buyer rights limited

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

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

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

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

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

- 33.2 For clauses 33.1.1 to 33.1.4 inclusive, a Seller is taken to have knowledge of a thing if the Seller has actual knowledge, or ought reasonably to have knowledge, of that thing.
- 33.3 The Seller warrants that at Completion to the Seller's knowledge, there are no circumstances (other than circumstances disclosed in this Contract) in relation to the affairs of the Owners Corporation likely to significantly prejudice the Buyer.
- 33.4 For the purposes of clause 7, Property includes the Common Property.
- 33.5 These warranties are in addition to those given in clause 7.

34. Damage or destruction before Completion

- 34.1 If the Unit is destroyed or substantially damaged before Completion not due to the fault of either party then either party may by notice to the other rescind and clause 21 applies.
- 34.2 For the purposes of clause 34.1, the Unit is deemed to be substantially damaged if though not destroyed is unfit for the use to which it was being put at the Date of this Contract or, if not being used at that time, for the purpose permitted by the Unit Title.

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

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

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

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

38. Rescission of Contract

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

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

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

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

- (a) lodge a purchaser payment notification form with the ATO; and
- (b) give evidence of compliance with clause 51.4.2(a) to the Seller;
 - no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

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

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

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

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

52.5 If the First Instalment of the Deposit is:

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

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

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

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

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

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

53. Residential Withholding Tax

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

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

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

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

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

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

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

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

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

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

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

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

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

* Alter as necessary

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

Unit 5 UP No. 3765
Block 24 Section 27 Mawson
5/86 Mawson Drive, Mawson ACT 2607

SPECIAL CONDITIONS

54 Inconsistency

- 54.1 If there are any inconsistencies between a Special Condition and the Standard Terms, the provisions of the Special Conditions prevail and override the Standard Terms.
- 54.2 Unless otherwise defined, terms in these Special Conditions have the same meaning as they do in the Standard Terms.

55 Definitions

In these Special Conditions, the following words have the meanings described:

- 55.1 **Special Conditions** means these special conditions set out in following pages, being clauses 54 onwards of this Contract.
- 55.2 **Standard Terms** means the printed terms of the 2024 edition of the ACT Law Society Contract for Sale (CS10-2024).

56 Inspection by Buyer

- 56.1 The Buyer has inspected the Property and acknowledges that it was not induced into entering into this Contract by or on behalf of the Seller.
- 56.2 The Buyer accepts the Property in its present condition and in particular:
 - (a) is satisfied as to the nature, quality, condition and state of affairs of the Property and ownership of the Improvements;
 - (b) accepts the Property as it is and subject to all defects (latent or patent); and
 - (c) is satisfied as to the purpose for which the Property may be used and as to all restrictions and prohibitions on its use.
- 56.3 The Buyer may not:
 - (a) make any objection or claim; or
 - (b) delay completion or attempt to rescind or terminate this Contract, because of the condition of the Property as at the date of this Contract.

57 Inability to complete

- 57.1 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party either at law or in equity had this clause not been included, if either party (and if more than one person comprises the Buyer or Seller then any one of them) prior to Completion:
 - (a) dies or becomes mentally ill, then either party may rescind this Contract by written notice to the other party's solicitor and following which this Contract will be at an end and the provisions of clause 21 will apply
 - (b) being a company, has a summons or application for its winding up presented or has a liquidator, voluntary administrator or controller appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the party will be in default under this Contract.

58 Agent introduction

- 58.1 The Buyer warrants that introduction was made to the Property by the agent referred to in the Schedule and by no other agent, and notwithstanding completion, indemnifies the Seller against all commission payable to any other agent by reason of the Buyer having been introduced to the Property by such latter agent.
- 58.2 The Seller warrants that the agent referred to in the Schedule is the only agent appointed by the Seller for the purpose of the sale of the Property.

59 Amendments to Standard Terms

- 59.1 The Standard Terms of the contract are amended as follows:

- (a) clause 2.3 is amended by adding the words "or electronic funds transfer" after "by cheque" and delete the words "or in cash (up to \$3,000)";
- (b) in clause 2.6, the words "or in cash (up to \$200.00)" are deleted;
- (c) clause 8.4 is amended by deleting the words "Buyer's Solicitor" and replacing with "Stakeholder";
- (d) a new clause 10.3 is added as follows:

"The Seller is not required to maintain any lawn or gardens on the Land after the Date of this Contract. The Buyer must not delay Completion, make any objection, requisition or claim for compensation due to any garden or lawn being unkept between the Date of this Contract and Completion."
- (e) clause 13.10 is deleted;
- (f) clause 17.1.1(a) is amended by deleting the words "5% of the Price" and replacing with "\$1,000";
- (g) clause 17.1.2(a) is amended by deleting the words "5% of the Price" and replacing with "\$1,000";
- (h) clause 22.1.2 is amended by deleting the words 'the date 7 days after';
- (i) clause 22.1.3 is amended by inserting 'if the defaulting party is the Buyer' at the beginning, and by deleting the words '7 days after';
- (j) a new clause 26.4 is added as follows:

"by sending via email to the Buyer or the Buyer's Solicitor. The email is considered to have been received at the time it was sent by the sending party. If an email is sent after 5:00pm, or if the email is sent on a day that is not a Business Day, the email is taken to have been received at 9:00am on the next Business Day."; and
- (k) clause 51.2 is deleted in its entirety and replaced with the words 'Not used'.

60 Electronic execution

- 60.1 The Parties acknowledge and agree that this Contract may be executed using:
- (a) DocuSign;
 - (b) Original wet signature; or
 - (c) An electronically scanned and transmitted version of an original signature.
- 60.2 Execution of this contract per this Special Condition shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.
- 60.3 Where execution occurs per special condition 58.1(a), a "Certificate Of Completion" or similar document issued by DocuSign must also be provided.
- 60.4 The Parties must not raise any objection, requisition, claim for compensation or damages, delay Completion or rescind or terminate this Contract in respect of any matter under this Special Condition.

61 Adjustments

- 61.1 If Completion does not occur on or before the Date for Completion due to the fault of the Buyer, the Buyer acknowledges that all Land Charges in accordance with Clause 8.1 of the Standard Terms will be adjusted from the Date for Completion.
- 61.2 The Buyer acknowledges that notwithstanding clause 59.1, the Seller will remain entitled to the Income up to the date of actual Completion.

62 Keys

- 62.1 The Seller will supply all keys in its possession to access the improvements on the Land on Completion. The Buyer must not delay Completion, make any objection, requisition or claim for compensation in relation to the availability of keys to the improvements.

63 FIRB Approval

- 63.1 The Buyer warrants to the Seller that if it is a "foreign corporation" or a "foreign person" as defined in the *Foreign Acquisition & Takeovers Act 1975* (Cth), it has obtained the consent of the Foreign Investment Review Board, in accordance with the provisions of the *Foreign Acquisition & Takeovers Act 1975* (Cth), to its purchase of the Property. The Buyer hereby indemnifies and releases the Seller against all liability, loss, damage and expenses that the Seller may suffer or incur as a direct or indirect consequence of a breach of this warranty.

64 Buyers' caveat

- 64.1 If, prior to Completion, the Buyer registers a caveat or other equitable interest against the Land and, as a result of the existence of that interest, completion cannot occur using electronic means, then the Buyer agrees to pay to the Seller as an adjustment at settlement any additional costs (including legal costs of \$330 including GST), fees or charges borne by the Seller as a result.

65 Guarantee of Buyer

- 65.1 Where the Buyer is a corporation, other than a listed public company, on entering into this Contract the Buyer acknowledges and agrees that, in accordance with its constitution and the law applicable to it, each of the directors of the Buyer have, on the date of this Contract, properly executed and delivered to the Seller the Director's Guarantee annexed to this Contract.
- 65.2 The Guarantee must be given by the Guarantors in the form of the Guarantee annexed to this Contract.
- 65.3 The Guarantee annexed to this Contract must be signed by the Guarantor and the Buyer in order to effect exchange of this Contract.
- 65.4 If the Guarantee annexed to this Contract is not executed and delivered as required by this clause, the Buyer will be in breach of a fundamental and essential condition of this Contract and the Seller will be entitled to enforce all remedies available under this Contract and at law for such breach.

ANNEXURE 'A'

Director's Guarantee

I, (Name of Director)

of (Address) _____

agree as follows:

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

Dated:

SIGNED SEALED AND DELIVERED

by the Buyer's Director(s) in the presence of:

Witness

Signature of Buyer's Director(s)

Name of Witness

Volume 2017 Folio 85 Edition 6

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Mawson Section 27 Block 24 on Deposited Plan 10769 with 17 units on Unit Plan 3765

Unit 5 (Class A) entitlement 57 of 1000, 5 subsidiaries

Lease commenced on 13/02/2012, terminating on 01/04/2066

Proprietor

EMMA MAY DE KIEFTE

9 LAFFAN STREET COOMBS, CANBERRA ACT 2611

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Easements

Easement In Units Plan: Current

Registered Date	Dealing Number	Description
17/01/2022	3133025	Mortgage to Commonwealth Bank of Australia (ACN: 123 123 124)

End of interests

ADMINISTRATIVE INTERESTS

Administrative interests information is **not** guaranteed by the Registrar-General, and the Registrar-General nor an authorised entity incurs liability for any omission, misstatement or inaccuracy in the information.

Territory Planning Authority - For further information concerning the following administrative interests, please refer to decided development application information available at <https://www.planning.act.gov.au/> or on the DA Finder App, available for download on iOS and Android mobile devices. Alternatively, please contact Access Canberra Land, Planning and Building Services at ACEPDcustomerservices@act.gov.au or 6207 1923. The Territory Planning Authority's administrative interest information has been provided to the Registrar-General since 1 February 2010.

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201017628	Development Application	10/05/2010	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	02/11/2010

Description

MULTI DWELLING - LEASE VARIATION - DEMOLITION - 19 NEW UNITS. Consolidation of blocks 11, 12 & 13 Section 27 Mawson and the variation of the consolidated lease to permit 19 residential units; Demolition of the existing 3 dwellings and the proposed construction of 19 new, one and two storey residential units.

Volume 2017 Folio 80 Edition 4

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Mawson Section 27 Block 24 on Deposited Plan 10769 with 17 units on Unit Plan 3765

Lease commenced on 13/02/2012, terminating on 01/04/2066

COMMON PROPERTY

Proprietor

The Owners-Units Plan No 3765

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

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Easements

Easement In Units Plan: Current

Registered Date	Dealing Number	Description
29/02/2012	1789299	Correction to Register - Refer Instrument
18/01/2018	2127379	Application to Note Special Resolution
10/05/2023	3241149	Application to Note Special Resolution
24/06/2025	3389548	Application to Note Special Resolution - Refer Instrument

End of interests

ADMINISTRATIVE INTERESTS

Administrative interests information is **not** guaranteed by the Registrar-General, and the Registrar-General nor an authorised entity incurs liability for any omission, misstatement or inaccuracy in the information.

Territory Planning Authority - For further information concerning the following administrative interests, please refer to decided development application information available at <https://www.planning.act.gov.au/> or on the DA Finder App, available for download on iOS and Android mobile devices. Alternatively, please contact Access Canberra Land, Planning and Building Services at ACEPDcustomerservices@act.gov.au or 6207 1923. The Territory Planning Authority's administrative interest information has been provided to the Registrar-General since 1 February 2010.

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1789299



**CORRECTION TO THE REGISTER
RECORDED AS AN ENCUMBRANCE**

Form 093 - CRE

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
O'Connor Harris	PO Box 212 Civic Square ACT 2608	62476077

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	Units Plan
2017: 80	Mawson	27	24	3765

APPLICANT/S (Provide Full Name, Surname Last)

FULL POSTAL ADDRESS (including postcode)

Strutt Pty Limited ACN 091987790

6 Strutt Place Gordon ACT 2906

CAPACITY OF APPLICANT/S (tick whichever is applicable)

☒ Registered Proprietor/s or ☐ Legal Practitioner or ☐ Mortgagee in Mortgage No
☐ Executor or ☐ Other (please state)

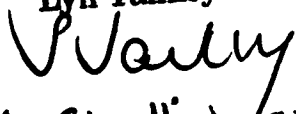
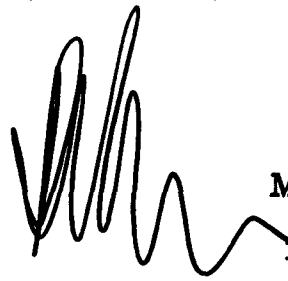
NAME AND ADDRESS OF REGISTERED PROPRIETOR/S (Complete where the Applicant is NOT a registered proprietor)

REASON FOR CORRECTION (Please provide clear instructions/details as to the proposed correction to the register)

Storage unit subsidiaries numbered (6) for Units 14, 15, 16 and 17 are noted on page 6 of the Units Plan as carparking spaces. The incorrect symbol needs to be replaced with the correct symbol indicating storage areas.

SUPPORTING DOCUMENTS (the following documents are required in support of this application)

☒ Statutory Declaration/s (from all parties affected by the correction)
☐ Contract for Sale (if required)
☐ Other (please specify)

DATE			
29/02/2012.			
CONSENT			
Print full name of person consenting and the capacity under which consenting (eg, Registered Proprietor) ANDREW SPAIN Surveyor  Signature or common seal of Consenting Party		Print full name and address of witness  TODD PORTSMOUTH Signature of witness	
CONSENT			
Print full name of person consenting and the capacity under which consenting (eg, Registered Proprietor) DULCE LANDER  Delegate of the ACT Planning and Land Authority Signature or common seal of Consenting Party		Print full name and address of witness Lyn Tankey  16 Challis Street DICKSON ACT 2602 Signature of witness	
APPLICANT'S EXECUTION			
Print full name of Applicant Strutt Pty Limited by its sole director Michael Rajic pursuant to s127 of the Corporations Act  Signature or common seal of Applicant		Print full name and address of witness  Mary Ruth Harris Solicitor 161 London Circuit Canberra ACT Signature of witness	
OFFICE USE ONLY			
Lodged by		Certificate of title lodged	2017: 20(1)
Data entered by		Certificates attached to title	
Registered by		Attachments / Annexures	Stat Deex 3
Registration date	29 FEB 2012	Production number	

Commonwealth of Australia
STATUTORY DECLARATION
Statutory Declarations Act 1959

1 Insert the name, address and occupation of person making the declaration

I, Michael Rajic of 6 Strutt Place, Gordan in the Australian Capital Territoruy in the Australian Capital Territory

make the following declaration under the *Statutory Declarations Act 1959*:

2 Set out matter declared to in numbered paragraphs

I declare

1. I am the director of Strutt Pty Limited ACN 091 987 790 the developer of Units Plan 365 and the owner of all the units in the Units Plan..
2. On page 6 of the Units Plan the unit subsidiaries numbered (6) for units 14,15,16 and 17 are denoted as car park 2.6x5.4 14m2
3. The unit subsidiaries numbered (6) for units 14,15,16 and 17 should be denoted as storage areas 2m2 with the symbol Δ .
4. I request the Registrar of Titles to correct the Register in relation to this matter.

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

3

4 Place
5 Day
6 Month and year

Declared at ⁴ CANBERRA on ⁵ 22 of ⁶ February 2012

Before me,

7 Signature of person before whom the declaration is made (see over)

7

8 Full name, qualification and address of person before whom the declaration is made (in printed letters)

8

Mary Ruth Harris, J.S. O'Connor Harris & Co, 6th Floor, 161 London Circuit, Canberra City Act 2600

Note 1 A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment for which is imprisonment for a term of 4 years — see section 11 of the *Statutory Declarations Act 1959*.

Note 2 Chapter 2 of the *Criminal Code* applies to all offences against the *Statutory Declarations Act 1959* — see section 5A of the *Statutory Declarations Act 1959*.

Commonwealth of Australia
STATUTORY DECLARATION
Statutory Declarations Act 1959

1 *Insert the name, address and occupation of person making the declaration*

I, Andrew Spain of 2/1 Fisher Square, Fisher in the Australian Capital Territory

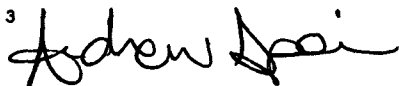
make the following declaration under the *Statutory Declarations Act 1959*:

2 *Set out matter declared to in numbered paragraphs*

I declare

1. I am the registered surveyor responsible for the preparation and certification of the Units Plan in relation to Units Plan 3765.
2. On page 6 of the Units Plan the unit subsidiaries numbered (6) for units 14,15,16 and 17 are denoted as car park 2.6x5.4 14m2
3. The unit subsidiaries numbered (6) for units 14,15,16 and 17 should be denoted as storage areas 2m2 with the symbol Δ .
4. I request the Registrar of Titles to correct the Register in relation to this matter.

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

³ 

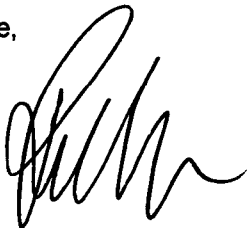
4 *Place*
5 *Day*
6 *Month and year*

Declared at ⁴ CANBERRA on ⁵ 22nd of ⁶ February 2012

Before me,

7 *Signature of person before whom the declaration is made (see over)*

7



8 *Full name, qualification and address of person before whom the declaration is made (in printed letters)*

8

Mary Ruth Harris, J.S. O'Connor Harris & Co, 6th Floor, 161 London Circuit, Canberra City Act 2600

Note 1 A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment for which is imprisonment for a term of 4 years — see section 11 of the *Statutory Declarations Act 1959*.

Note 2 Chapter 2 of the *Criminal Code* applies to all offences against the *Statutory Declarations Act 1959* — see section 5A of the *Statutory Declarations Act 1959*.

Commonwealth of Australia
STATUTORY DECLARATION
Statutory Declarations Act 1959

1 Insert the name, address and occupation of person making the declaration

I, Dulce Lander the person for the time being holding or performing the duties of the office of Manager, General Leasing Position Number 15382, Delegate of the Planning and Land Authority located at 16 Challis Street Dickson ACT make the following declaration under the *Statutory Declarations Act 1959*:

2 Set out matter declared to in numbered paragraphs

1. On page 6 of the Units Plan the unit subsidiaries numbered (6) for units 14,15,16 and 17 are denoted as car park 2.6x5.4 12m2.
2. The unit subsidiaries numbered (6) for units 14,15,16 and 17 should be denoted as storage areas 2m2 with the symbol Δ.
3. I request the Registrar of Titles to correct the Register in relation to this matter.

I/We understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I/we believe that the statements in this declaration are true in every particular.

3 Signature of persc declaration



4 Place

5 Day

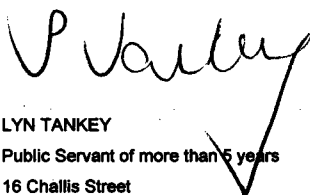
6 Month and year

Declared at Canberra on 24th of February 2012

Before me,

DULCE LANDER

7 Signature of person before whom the declaration is made (see over)



LYN TANKEY

Public Servant of more than 5 years

16 Challis Street

DICKSON ACT 2602

8 Full name, qualification and address of person before whom the declaration is made (in printed letters)

Note 1 A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment for which is imprisonment for a term of 4 years — see section 11 of the *Statutory Declarations Act 1959*.

Note 2 Chapter 2 of the *Criminal Code* applies to all offences against the *Statutory Declarations Act 1959* — see section 5A of the *Statutory Declarations Act 1959*.

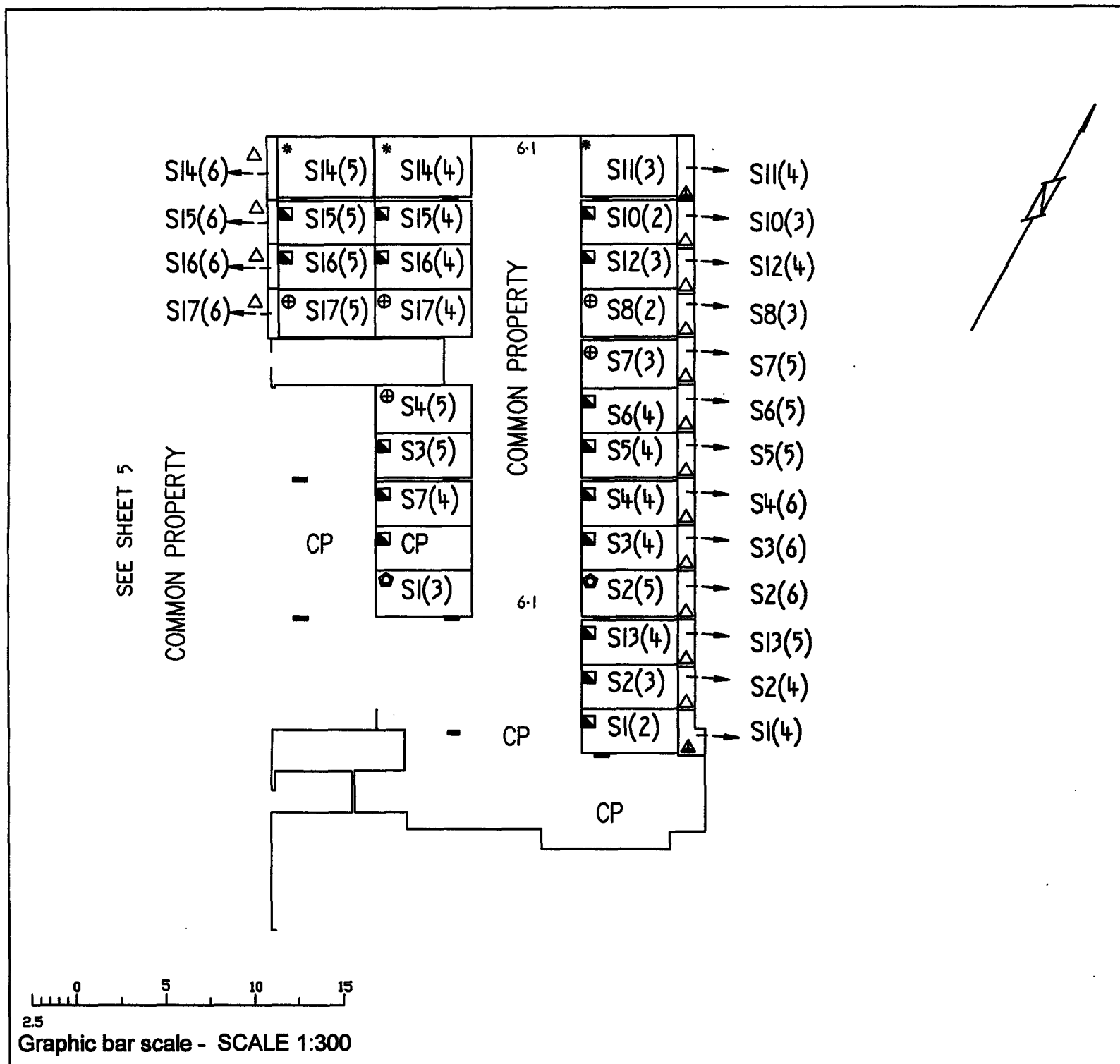
LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
MAWSON	27	24	3765

GROUND



Strutt Pty Limited
by its lawful Attorney
Mary Ruth Harris
pursuant to Power of Attorney registered
No. 127852 of which he has no notice of
revocation

Registered Proprietor

DULCE LANDER
Delegate of the
ACT Planning and Land Authority



ACT
Government

**Access
Canberra.**

Chief Min



SR\$2127379

12/12/2017 09:27:52 MOULS

2127379

LAND TITLES

ate

ON
ON

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
Lauren O'Meley CIVIUM	17-23 Townshend Street	62850344

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2017:80	Mawson	27 Lom	24	3765

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

Section 108 of the Unit Titles Management Act 2011 – House Rules

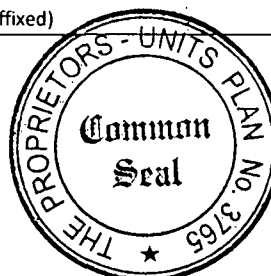
SUPPORTING DOCUMENTATION

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

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

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)



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

Signature	Signature
Full Name LAUREN O'MELEY	Full Name MARK ZEZULKA
Address 17-23 TOWNSHEND STREET, PHILLIP ACT 2606	Address 17-23 TOWNSHEND STREET, PHILLIP ACT 2606
Office Held CIVIUM strata Managers	Office Held CIVIUM strata Managers

OFFICE USE ONLY

Lodged by	SM	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by	TOJA		
Registered by		Registration Date	

17 JAN 2018

MINUTES OF SPECIAL GENERAL MEETING

OWNERS UNIT PLAN - 3765

**86 Mawson Drive
MAWSON ACT 2607**

Held on :

Monday, 06 November 2017 04:30 PM

Held at :

**Civium Strata Canberra - Namadgi Room
17-23 Townshend St
Phillip ACT 2606**



MINUTES OF THE SPECIAL GENERAL MEETING OF THE OWNERS CORPORATION OF UNIT PLAN 3765

Present Mr I D Excell (9), Mr Kevin Barry Taylor via teleconference (16), Mr Trevor Oswald Landsberger (1)

In Attendance Josh Peisley (Civium Strata), Lauren O'Meley (Civium Strata)

Proxies Ms Michelle Louise Peters (14) in favour of Chairperson, Ms Shirley Lee Browne (17) in favour of Lot 1, Rui Lucas De Sousa (8) in favour of Chairperson

Apologies None

Chairperson Mr I D Excell

Reduced Quorum Meeting

MOTION	Motion for consideration
1	House Rules(SPECIAL RESOLUTION)
	That in accordance with Section 108 of the Unit Titles (Management) Act 2011,the Owners Corporation agrees to endorse the registration of the 'House Rules" presented, with any costs associated with registration to be paid from the Administrative Fund. A copy of the proposed House Rules is attached to this agenda. <i>1. Owners Present agreed upon the proposed House Rules, including costs associated.</i> Motion Carried

There being no further business the chairperson declared the meeting closed at
Dated: 6 November 2017
Issued by Civium Property Group for and on behalf of the Owners Corporation.





NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions[†]

A1 The Owners—Units Plan No **3765**

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— **6/11/17**



Tick applicable box, or both boxes if applicable:

☒ Regularly convened

The general meeting was regularly convened (not following any adjournment under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

☐ Convened after adjournment

The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
6/11/17	Attached in the 2017 AGM Minutes Scm

A4 Owners corporation declaration

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

X
Authorised Signatory

DATE: **7/11/17**

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



NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions – adjournment following quorum trouble

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

B2 When does a reduced quorum decision take effect?

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



NOVO – Units Plan 3765

86 MAWSON DRIVE
MAWSON ACT 2607

HOUSE RULES



Table of Contents

APPEARANCE, SECURITY AND USE OF FACILITIES	3
General	3
Speed Limit.....	4
Security.....	4
Garbage.....	4
Parking	4
Garages	5
Hazardous use of unit.....	5
Gardens.....	5
Common Property.....	6
Animals and Birds	6
Signs	6
Window Treatments	6
UNIT TITLES ACT 2001	6
SERVICES	7
EMERGENCY NUMBERS	7
Other Services.....	7
INSURANCE - OWNERS CORPORATION	7
ALTERATIONS AND ADDITIONS.....	8
RESPONSIBILITIES OF OWNERS CORPORATION AND ITS COMMITTEE.....	8
What may an executive committee representative do?	8



1. For the general well-being of the residents, and to ensure that all enjoy a maximum of convenience, comfort and privacy, it is necessary to have some rules. These rules are intended to keep annoyance to a minimum and to provide guidelines for residents and their guests. They are to be included as an integral part of any leasing arrangement between a unit proprietor and the tenant.

DEFINITIONS

2. In these articles:

- The Executive Committee means a person or persons authorised by the owners to act on their behalf for all day to day management issues associated with the Novo Complex (please refer to articles 51 – 56).
- A resident of a unit in the Novo Complex includes an owner or tenant.
- The Owners Corporation is the body incorporating all the owners of units within the Novo complex. This is commonly referred to as the Body Corporate.

3. A word or expression in the Unit Titles Act 2001 and the Unit Titles Regulation 2001 has the same meaning in these articles.

4. Payment of rates and taxes by unit owners.

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

- A unit owner must ensure that the unit is in a state of good repair.
- 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 any Territory law.

APPEARANCE, SECURITY AND USE OF FACILITIES

General

6. A sense of community and general tidiness requires all residents to assist in keeping the Common Property (e.g. garbage area, driveways, lawns and landscaped gardens), clean and free from litter.

7. Residents are responsible for any damage done on the premises by their guests and for any annoyance caused by them.

8. A gardener is employed to maintain the common area. Residents shall co-operate with the gardener and any other tradesman employed by the Body Corporate whilst in the performance of their duties.

9. The Body Corporate does not accept responsibility for personal property and/or articles removed, damaged or stolen from either the common areas or from individual units. Ask your neighbour perhaps, to collect mail, papers etc. if you are going away.

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



Speed Limit

11. Vehicles should not be driven at speeds in excess of 10 kph within the Novo Complex.

Security

12. All residents must ensure that the gates and roller door to the secured garage, when entered or exited, are closed securely and correctly behind them, to avoid trespassers from entering the complex grounds.

13. Under no circumstances are residents to leave gates deliberately unsecured to allow unfettered access to the Novo Complex for themselves or by their visitors and guests. When gates are being left open for an extended period to allow a delivery or tradesman's access, residents have a responsibility to keep a close watch on that access to ensure that it doesn't create a security risk.

14. Residents are responsible for the behaviour of their visitors and guests to the complex. Visitors and guest should be accompanied by a resident when using the facilities in the complex such as the pool and gym.

15. Under no circumstance is a resident to loan or lease their secured car space to anyone but another Novo Complex resident.

16. The Chairman of the Executive Committee is to be informed of any break and enters, robberies etc as soon as a resident becomes aware of the event.

Garbage

17. All garbage should be wrapped securely and not allow for any spillage of contents. This securely wrapped rubbish should be placed wholly inside the garbage hoppers and not left in the garbage enclosure. If spillages occur from rubbish being taken to the hopper, costs could be involved for removal of these stains.

18. Large items should be taken to the tip and not dumped at the hopper area. Again, charges will be incurred for the extra removal of these items.

19. Under no circumstance is household waste to be placed into the recycle bin. This includes plastic bags, plastic wrapping, plastic bottles that are not PET certified and anything that cannot be recycled. If in doubt please place the rubbish into the household waste hopper and not the bins for recyclable material.

20. No packaging or other rubbish is to be placed in the garbage area. Recyclable packaging is to be broken down and placed in the bins.

Parking

21. Wherever possible, residents' cars shall be parked in the basement car park area in the allocated space/spaces for your unit.

22. Under no circumstances may visitors' parking be used by residents, nor visitors or guests park in other residents' spaces in the secured garage.



Garages

23. Use of the secured garage parking areas are for the use of residents' vehicles only (eg, cars, motorbikes, scooters, pushbikes, trailers, campervans, boats, kayaks). The assigned carpark for residents in the garage parking area are not to be used to store non- vehicle items; the Cages are provided for this purpose. If however residents have a necessity to store an item in an allocated parking area, the allocated parking areas should be kept as neat as possible and for a short time only (not exceeding a month), whilst residents seek an alternative arrangement for the storage items. The one month is the absolute maximum period for that item. This should not be taken as the norm but rather as an occasional requirement.

The garage area may be used to undertake 'small order' servicing of vehicles but residents are responsible for cleaning up any mess made because of this activity. Oil spills are to be cleaned immediately and any stains remaining are to be water blasted such that the floor is returned to its original condition. In the absence of any action being taken to clean stains because of this servicing, the Executive Committee will arrange to have the stains removed and invoice the resident accordingly.

Use of unit—nuisance or annoyance

24. 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.

25. This article 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.

26. Permission may be given subject to stated conditions.

Noise

27. 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.

28. This article 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.

29. Permission may be given subject to stated conditions.

30. Permission may be withdrawn by special resolution of the owner's corporation.

Hazardous use of unit

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

Gardens

31. Common areas are maintained by the Owners Corporation. However, all residents are encouraged to maintain/plant areas inside their unit area. Residents may not remove or undertake any plantings on the common property without prior written approval from the Executive Committee and where a unit owner wishes to install a pot that pot must be consistent with the quality and style of those already existing.



Common Property

32. 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 a resident in another unit. All residents have a duty to avoid damaging or littering the common property.

33. For safety reasons children are not permitted to ride tricycles, bicycles, skate boards etc., or play games on driveways, in the underground garage or in the visitors' carpark. Grass areas exist on the perimeter for their enjoyment.

Animals and Birds

34. A resident is granted permission, without prior approval from the Owners Corporation, to keep a pet at their unit provided details of the pet (breed, age, number of pets etc) are notified to the Managing Agent. The owner will be responsible for any damage caused to the common property by the pet and permission may be withdrawn by ordinary resolution of the Owners Corporation, if the pet becomes a nuisance to other residents, (eg: barking, fouling of common property areas), in accordance with any law in force in the Territory.

35. If a property is rented then the resident must first seek permission from the owner of that property, before providing details of the pet to the Managing Agent.

Signs

36. No signs/wall hangings/advertising materiel/political messaging/ or any other such materiel are to be displayed on the common property.

Window Treatments

37. Residents should ensure that window and door treatments are consistent with the 'as built' aesthetics of the Novo Complex and in a neutral tone.

38. No signs/flags/wall hangings/advertising materiel/political messaging/ or any other such materiel are to be visible to other residents of the Novo Complex from unit windows or doors.

Clothing/Washing

39. Residents are not permitted to hang clothes or articles over the unit fencing or allow them to be seen from outside the unit fencing.

40. It is recognised that washing can be hung outside within the courtyard areas on acceptable clotheslines below the level of the courtyard wall.

UNIT TITLES ACT 2001

41. The rights and responsibilities of owners and the Owners Corporation, and rules of management of the Owners Corporation, are laid down in the Unit Titles Act (available from AGPS Bookshops) and the Articles (available from the Managing Agent). All owners, occupiers and tenants should be aware of the contents of these documents.



SERVICES

42. Should an emergency arise, the Resident should immediately inform a member of the Executive Committee to have the problem repaired. If an Executive Committee member is unavailable, the Resident should call the Managing Agent at Civium on 1300 724 256. In the case of out of hours emergency please call After Hours Emergency number 0402 192 713, to have the matter resolved.
43. However, it is recognised that the best laid plans can go astray and people cannot be contacted. If this is the case, residents are requested to contact one of the following services according to the Emergency. The costs of repair will be resolved by the Executive Committee after the event.

EMERGENCY NUMBERS

- Burst Water Mains 13 11 93
- Sewer Blockages in ACTEW Pipes 13 11 93
- *ACT Fire Brigade* (Emergency calls only) 000
- *State Emergency Service (ACT)*
Emergencies in floods & storms 13 25 00

Other Services

- Plumbing
Landmark Plumbing 0423 888 899
- Electrician
GMH Electrical 0418 623 046
- Glazier
O'Brien Glass 13 16 16

INSURANCE - OWNERS CORPORATION

44. The Owners Corporation is responsible for the insurance of all buildings in "The Novo Complex". The cover is based on the replacement cost of buildings, including all fixed improvements.

45. The Owners Corporation also holds insurance for public liability (on common property only), workers' compensation insurance and office bearer's liability cover. Please contact the Managing Agent of the complex if you wish to make a claim on the Strata Insurance.

E-mail: lauren.omeley@civium.com.au

46. Tenants /landlord owners are responsible for obtaining their own cover for the following:



- home contents insurance
- private accident insurance on their property
- public risk insurance on their property.

ALTERATIONS AND ADDITIONS

47. Any proposals for improvements or additions must be submitted to the Executive Committee for approval, prior to any work commencing. These proposals are forwarded originally to the Managing Agent who then seeks the Executive Committee's decision on the requested alteration/addition. Works that require a large amount to be raised as a levy to the owner will require Special Resolution at a Special General Meeting. (\$2,000.00 and above)

48. 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 by a unanimous resolution of the Committee; or if that Committee is unable to come to a unanimous resolution, then a special resolution of the Corporation
- 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)

49. As a basic principle, the Owners Corporation has decided that proposed changes should harmonise with the current design and architectural features of the complex. This ensures the overall style of the complex is maintained, protects the privacy rights of other owners, and helps maintain values.

RESPONSIBILITIES OF OWNERS CORPORATION AND ITS COMMITTEE

50. The Owners Corporation consists of all the owners of units in 'Novo Complex'. The Owners Corporation has certain legal responsibilities under their Articles and the Unit Titles Act.

51. These include maintaining common areas, certain insurance, setting levies for common services, and holding an Annual General Meeting (AGM) each year for financial and other accounting purposes. Between AGMs, the Owners Corporation may appoint a Committee to oversee the day-to-day business. Any owner of the Owners Corporation may be elected at the AGM to be a member of the Owners Corporation Executive Committee.

What may an executive committee representative do?

52. 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 Unit Titles Act 2001 or the articles in relation to a unit—inspect the unit to investigate the breach;
- (b) carry out any maintenance required under the Act or these articles;



(c) do anything else the owners corporation is required to do under the Act or these articles.

53. An executive committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in subarticle (1).

54. An executive committee representative is not authorised to do anything in relation to a unit mentioned in subarticle (1) unless—

(a) the executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of his or her intention to do the thing; or

(b) in an emergency, it is essential that it be done without notice.

55. The executive committee may give a written authority to a person to represent the corporation under this article.





Access
Canberra.

Chief M



SR\$3241149

27/04/2023 13:14:37 Wood E

ION

ION

3241149

Land Titles Act 1925

SR

LODGING PARTY DETAILS

Name	Email Address	Contact Telephone Number
CIVIUM STRATA	ASSOCIATES@CIVIUM.COM.AU	1300 721 256

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1957:84 2017:80	Mawson	27	24	3765

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

Motion 13 - Carried

SUPPORTING DOCUMENTATION

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

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

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)



CERTIFICATION *Delete the inapplicable

Applicant

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

Signed By:

Angelina Babette Anderson
ANGELINA BABETTE ANDERSON
<Name of certifying party>
<Capacity of certifying party>
SENIOR STRATA MANAGER.

for: <Company name>

on behalf of the Registered Proprietor/Managing Agent

Witnessed by
Dayle Russell

Civium Strata.

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes ☐
Registered by	jm	Registration Date	10/05/2023

VOI Filed

MINUTES OF THE ANNUAL GENERAL MEETING 2023

OWNERS UNIT PLAN - 3765

**Novo at Mawson
86 Mawson Drive
MAWSON ACT 2607**

Held on :

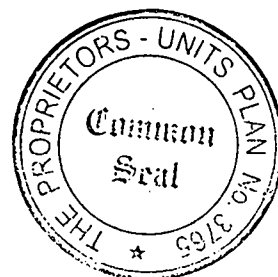
Friday, 14 April 2023 05:00 PM

Held at :

Video call link: <https://meet.google.com/hop-pdgj-gig>

Or dial: (AU) +61 3 8594 9625 PIN: 102 766 125#

More phone numbers: <https://tel.meet/hop-pdgj-gig?pin=7416565365894>



MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION OF UNIT PLAN Novo at Mawson 3765

Held Friday, 14 April 2023 5:00 PM at

Video call link: <https://meet.google.com/hop-pdgj-gig> Or dial: (AU) +61 3 8594 9625 PIN: 102 766
125# More phone numbers: <https://tel.meet/hop-pdgj-gig?pin=7416565365894>

Present	Euan Ruddick (Lot 11), Shirley Browne (Lot 17), Stephen Taylor on behalf of Integre Pty Ltd (Lot 7)
Civium Rep(s)	Laura Black (Civium Strata)
Proxies	Laura Black Strata Manager for Brendan Paul Hockey (Lot 9)
Company Nominees	None
Apologies	Emma De Kieffe (Lot 5)
Voting Papers	None
Other Attendees	None
CFM	None
Chairperson	Stephen Taylor on behalf of Integre Pty Ltd
Levy Arrears	The following lots owed a Body Corporate debt and were ineligible to vote: None
Meeting Opened	05:02pm
Reduced Quorum Meeting	



MOTION	Motion for consideration
	Proceedings of Meeting • Presentation of Proxies and Absentees - Apology Lot 5 Emma De Kieffe, Proxy Lot 9 Brendan Hockey • Declaration of reduced quorum • Unfinancial units Nil • Appointment of Chairperson - Lot 7 Stephen Taylor on behalf of Integre Pty Ltd Motion Acknowledged
1	Minutes (ORDINARY RESOLUTION) That the minutes of the previous Special General Meeting of the Owners Corporation, held on 9 January 2023, be confirmed as a true and accurate account of the proceeding at that meeting. Motion Carried



2

Insurance Renewal (ORDINARY RESOLUTION)

That the Owners Corporation RESOLVED:

That the Owners Corporation insurances, effected in December 2022, be confirmed, as follows:

Insurer: QBE

Expiry: 14 Dec 2023

Building - \$5,100,000

Common Area Contents - \$51,000

Loss of Rent - \$765,000

Public Liability - \$30,000,000

Voluntary Workers - \$200,000 / \$2,000 pw

Fidelity Guarantee - \$250,000

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

Machinery Breakdown - \$100,000

Catastrophe Insurance - \$765,000

Extended Cover - Loss of Rent - \$114,750

Escalation in Cost of Temp Accom - \$38,250

Cost of Removal, Storage, etc - \$38,250

Govt. Audit Costs - \$25,000

Appeal Expenses - \$100,000

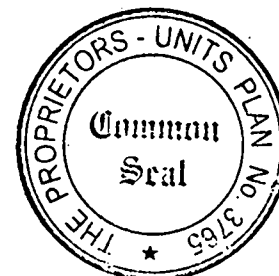
Legal defence Expenses - \$50,000

Lot Owners Fixtures (per lot) - \$250,000

Excess - \$1,000

Flood Cover Included

- That the Building Sum Insured may be varied to \$6,600,000 by an Insurance Valuation resolution;
- The Strata Manager be authorised to obtain quotations prior to the current policy expiry, after approval by the Executive Committee. Quotations to be presented to the Executive Committee for consideration and approval. If advice is not received from the Executive Committee, the Managing Agent will proceed with the Broker's recommendation.

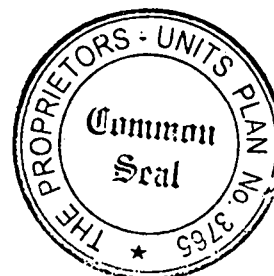


Motion Carried

3	Insurance Valuation (ORDINARY RESOLUTION) That the owners corporation RESOLVED; • notes the Insurance Valuation report 2022; • approves the immediate increase in building insurance to \$6.6m; and • requests the Strata Manager to action the approved building insurance increase. Motion Carried
4	Insurance Claims (ACKNOWLEDGEMENT) That the Owners Corporation consider any open or new Insurance Claims. <i>NOTE: There are no current open claims.</i> Motion Acknowledged
5	Maintenance Plan (ORDINARY RESOLUTION) That the Owners Corporation review the Maintenance Plan for the continued maintenance of the common property and its assets. Motion Carried
6	Maintenance Issues (ORDINARY RESOLUTION) That the Owners Corporation consider any open or new Common Property Maintenance Issues as well as any maintenance contracts that may be due for renewal. <i>NOTE: Any new common property maintenance issues are to be reported to the Strata Manager prior to the meeting. For open maintenance issues, please find enclosed Job Register.</i> Motion Carried
7	Fire Safety Review (ORDINARY RESOLUTION) That the Owners Corporation review the provision and compliance of Common Property fire safety measures in accordance with the National Construction Codes (NCC) fire safety requirements. Motion Carried
8	Common Property Safety Plan That the owners corporation RESOLVED; • approves an electrical safety check and any repairs in 2023, to be funded from the Sinking Fund; North Rock will be attending as they last attend in 2018 • authorises the Executive Committee to obtain, receive and accept quotes for non-slip and/or warning marking to stairs and sump grates, garage height safety warning signage and shared pedestrian/driveway zone signage; and • requests the Strata Manager action the above on behalf of the owners corporation. Motion Carried



9	Appointment of Auditor (ORDINARY RESOLUTION) That the Owners Corporation resolved to NOT appoint an auditor (per Treasurer recommendation) to audit the financial accounts for the closing financial period of the Owners Corporation to the Australian Auditing Standards and review the latest report, if obtained. NOTE: An audit report is not a requirement for UP 3765, due to the size and nature of the complex and budget. Motion Carried
10	Financial Statements and Accounting Records (ORDINARY RESOLUTION) That the financial statement of accounts for the financial year ending 28/02/2023 be adopted. Motion Carried
11	Review of Sinking Fund Plan (ORDINARY RESOLUTION) That the owners corporation RESOLVED: • acknowledges receipt of the QIA Sinking Fund Forecast 2022; • rejects the recommendations in the QIA Sinking Fund Forecast 2022 due to errors of substance; • requests the Strata Manager to either request a refund from QIA or preparation of an accurate Sinking Fund Forecast. In the event a refund is given a replacement report is to be sought from an alternate supplier; and • accepts and approves the Treasurer's Sinking Fund Schedule until a more accurate Sinking Fund Report is received. Motion Carried



12	Budget (ORDINARY RESOLUTION) <u>AMENDED MOTION</u> 1. Determines the following contributions are required for the financial year ended 28 February 2024 (FY 23/24): a. To the Administrative Fund in accordance with Section 75 of the Unit Titles (Management) Act 2011 for the sum of: <u>Total Expenditure</u> \$49,810 <u>Total Administrative Fund Income</u> \$45,000 b. To the Sinking Fund in accordance with Section 89 of the Unit Titles (Management) Act 2011 for the sum of: <u>Total Expenditure</u> \$28,158 <u>Total Sinking Fund Income</u> \$15,640.00 2. Determines the Administrative and Sinking Fund contributions be paid in four equal instalments on the following dates: 1st instalment 1 May 2023 2nd instalment 1 Aug 2023 3rd instalment 1 Nov 2023 4th instalment 1 Feb 2024 3. Authorises the Treasurer to issue contribution invoices, on a quarterly basis, for the Administrative and Sinking Funds: a) for the financial year ending 28 February 2025 (FY 24/25); b) for the same amount as would have been payable each quarter in FY 23/24; c) being due and payable on 1 May 2023, 1 August 2023, 1 Nov 2023 and 1 Feb 2024, until such time as the FY 24/25 contributions to each fund is determined. 4. Authorises the Strata Managing Agent to adjust future quarterly contribution invoices in FY 24/25, if the contributions determined are different than in FY 23/24. 5. Confirms the Special Purpose Fund - Fences special contributions totalling \$9,285.33 is due and payable from unit owners, in amounts previously resolved, in FY 22/23. <i>NOTE: Any questions relating to the budget should be directed to our office PRIOR to the meeting. Questions directed at the meeting may not be able to be answered.</i> Motion Carried
13	Novo Rules That the owners corporation RESOLVED: • approves the DRAFT Novo Complex Rules (v6.0); and • requests the Strata Manager ensure the rules are registered within the statutory time frame; and • requests the Strata Manager uploads the consolidated set of Rules to CHub and ensures all owners and residents are made aware of the new Rules. Motion Carried



14	Fees Determination That the owners corporation RESOLVED: - determines that fees allowed to be charged under the Unit Titles (Management) (Fees) Determination 2022 be set at the maximum established by the determination;and - determines that the fees are to be adjusted to reflect the maximum established by any successor instrument to the Unit Titles (Management)(Fees) Determination 2022 on the date the new determination comes into effect. Motion Carried
15	Election of Executive Committee (ORDINARY RESOLUTION) That the election of the Executive Committee takes place: - That the Owners Corporation resolves to appoint 3 to 7 Owners to form the Executive Committee. - That the Owners Corporation considers the adequacy of any current authorisations, delegations and appointments for the Executive Committee, any Sub-Committees and any Communication Officers. Nominations - Lot 7 Stephen Taylor - Lot 9 Brendan Hockey - Lot 11 Euan Ruddick Motion Carried
16	OFFICE BEARERS That the positions of Chairperson, Secretary and Treasurer be elected. Treasurer - Stephen Taylor Lot 7 Chairperson - Brendan Hockey Lot 9 Secretary - Euan Ruddick Lot 11  Motion Carried
	General Business
	Energy Efficiency Insulation Upgrade That Owners Corporation resolves the Energy Efficiency Insulation Upgrade requirements are currently not valid. The NOVO Complex is to be exempt and that the strata manager will lodge the exemption as to what is required.

There being no further business the chairperson declared the meeting closed at 06:08 pm
Dated: 14 April 2023
Issued by Civium Property Group for and on behalf of the Owners Corporation.

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions †

A1 The Owners—Units Plan No 3765

A2 General meeting

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

14/04/2023

A3 Reduced quorum decisions

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

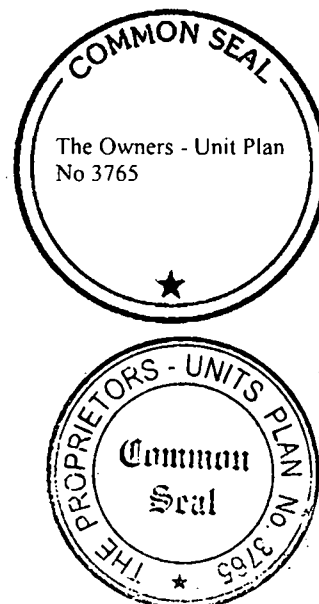
Date of decision 14/04/2023	Full text of reduced quorum decision As attached

A4 Owners corporation declaration

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

DATE: 18/04/2023

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



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

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

B2 When does a reduced quorum decision take effect?

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

B3 How may reduced quorum decisions be disallowed?

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

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



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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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



Civium Canberra
Amended Budget for Unit Title 3765

NOVO AT MAWSON, 86 Mawson Drive MAWSON

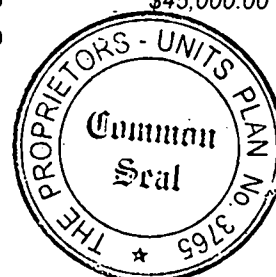
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Page 1

Administrative Fund

	Amended Budget (01/03/2023-29/02/2024)	Current Actual (01/03/2022-28/02/2023)	Current Budget (01/03/2022-28/02/2023)
Income			
Interest on Overdues	\$0.00	\$53.35	\$0.00
Levy Income	\$45,000.00	\$45,000.00	\$45,000.00
Special Levy Income	\$0.00	\$150.00	\$150.00
Total Admin Fund Income	\$45,000.00	\$45,203.35	\$45,150.00
Expense			
Accountant - Professional Fees	\$0.00	\$0.00	\$100.00
Accounting Service Provision	\$700.00	\$671.00	\$660.00
Arrears Recovery Costs	\$0.00	\$98.00	\$0.00
Banking Management	\$700.00	\$671.00	\$660.00
Building Repairs & Maintenance	\$4,000.00	\$2,540.65	\$2,000.00
Bundled Disbursements	\$3,200.00	\$1,825.10	\$2,300.00
Civium Disbursements	\$0.00	\$1,120.00	\$330.00
Cleaning	\$3,500.00	\$3,048.00	\$4,000.00
Consultant Fees	\$0.00	\$640.00	\$800.00
Contingency	\$5,000.00	\$0.00	\$3,000.00
Electrical Repairs & Maintenance	\$1,000.00	\$432.00	\$1,500.00
Electricity - Utility	\$1,500.00	\$939.85	\$2,000.00
Fire Protection - Contracted	\$0.00	\$0.00	\$500.00
Fire Protection - Repairs/Replacements	\$750.00	\$742.50	\$750.00
Gardens & Grounds	\$5,000.00	\$5,224.32	\$4,500.00
Insurance Premiums	\$13,500.00	\$10,108.87	\$10,000.00
Insurance Valuation	\$0.00	\$428.40	\$500.00
Legal expense	\$500.00	\$566.00	\$500.00
Management Fee	\$4,500.00	\$4,066.66	\$4,200.00
Online Portal Fees	\$300.00	\$286.22	\$300.00
Plumbing & Drainage	\$500.00	\$650.49	\$500.00
Sinking Fund Forecast Report	\$0.00	\$273.70	\$400.00
Sundry Expenses	\$100.00	\$54.00	\$100.00
Tax Agent Fees - Income Tax	\$120.00	\$104.50	\$110.00
Taxation Reporting (Civium)	\$140.00	\$132.00	\$140.00
Trades Compliance	\$300.00	\$300.94	\$300.00
Water - Utility	\$4,500.00	\$3,955.04	\$5,000.00
Total Admin Fund Expense	\$49,810.00	\$38,879.24	\$45,150.00
TOTAL ADMIN LEVY INCOME	\$45,000.00	\$45,000.00	\$45,000.00
TOTAL ADMIN BUDGET	\$45,000.00		\$45,000.00



Civium Canberra
Amended Budget for Unit Title 3765
NOVO AT MAWSON, 86 Mawson Drive MAWSON

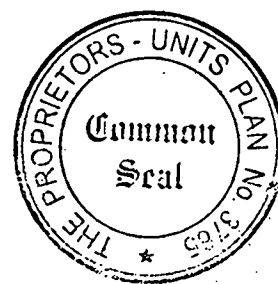
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Page 2

Sinking Fund

	Amended Budget (01/03/2023-29/02/2024)	Current Actual (01/03/2022-28/02/2023)	Current Budget (01/03/2022-28/02/2023)
Income			
Interest on Overdues	\$0.00	\$17.91	\$0.00
Levy Income	\$15,640.00	\$15,000.02	\$15,000.00
Special Levy Income	\$0.00	\$9,285.30	\$0.00
Total Sinking Fund Income	\$15,640.00	\$24,303.23	\$15,000.00
Expense			
Balcony Works	\$9,168.00	\$0.00	\$0.00
Building Improvement/Upgrade	\$18,216.00	\$0.00	\$0.00
Building Repairs & Maintenance	\$1,134.00	\$0.00	\$0.00
Capital Works Budget	\$0.00	\$6,736.90	\$15,000.00
Garage Door Replacement/Upgrade	\$0.00	\$1,360.00	\$0.00
Sinking Fund Budget	\$0.00	\$0.00	\$0.00
Total Sinking Fund Expense	\$28,518.00	\$8,096.90	\$15,000.00
TOTAL SINKING LEVY INCOME	\$15,640.00	\$15,000.02	\$15,000.00
TOTAL SINKING BUDGET	\$15,640.00		\$15,000.00



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Amended Budget for Unit Title 3765
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Page 3

Budget Summary (01/03/2023-29/02/2024)

	Amended	1st Instalment 01/05/2023	2nd Instalment 01/08/2023	3rd Instalment 01/11/2023	4th Instalment 01/02/2024	TOTAL (01/03/2023-29/02/2024)
Administrative Fund	\$45,000.00	\$11,250.00	\$11,250.00	\$11,250.00	\$11,250.00	\$45,000.00
Sinking Fund	\$15,640.00	\$3,910.00	\$3,910.00	\$3,910.00	\$3,910.00	\$15,640.00
Contribution Schedule Total	\$60,640.00	\$15,160.00	\$15,160.00	\$15,160.00	\$15,160.00	\$60,640.00
Amount to Collect	\$60,640.00	\$15,160.00	\$15,160.00	\$15,160.00	\$15,160.00	\$60,640.00



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Amended Budget for Unit Title 3765
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Page 4

Levy Adjustment Summary (01/03/2023-29/02/2024)

Contribution Schedule			Aggregate Units of Entitlement (UOE) - 1000	
Due Date	Levy Period	Admin	Sinking	Total
01/05/2023	01/03/2023 - 31/05/2023	\$11.25	\$3.91	\$15.16
01/08/2023	01/06/2023 - 31/08/2023	\$11.25	\$3.91	\$15.16
01/11/2023	01/09/2023 - 30/11/2023	\$11.25	\$3.91	\$15.16
01/02/2024	01/12/2023 - 29/02/2024	\$11.25	\$3.91	\$15.16
Financial Year Total per Units of Entitlement		\$45.00	\$15.64	\$60.64
Financial Year Aggregate		\$45,000.00	\$15,640.00	\$60,640.00
Amended Budget Amount		\$45,000.00	\$15,640.00	\$60,640.00
Next Year Pre Issue Aggregate		\$0.00	\$0.00	\$0.00



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Amended Budget for Unit Title 3765
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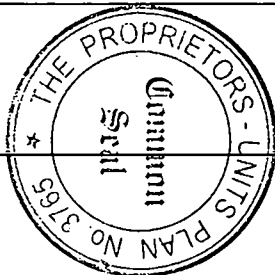
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Page 5

Owner Summary (01/03/2023-29/02/2024) - Contribution Schedule

UOE	Lot(s)		1st Instalment 01/05/2023	2nd Instalment 01/08/2023	3rd Instalment 01/11/2023	4th Instalment 01/02/2024	TOTAL (01/03/2023-29/02/2024)
61	1, 11, 12, 13, 16						
		Admin	\$686.25	\$686.25	\$686.25	\$686.25	\$2,745.00
		Sinking	\$238.51	\$238.51	\$238.51	\$238.51	\$954.04
		Owner Total	\$924.76	\$924.76	\$924.76	\$924.76	\$3,699.04
58	2, 3, 4						
		Admin	\$652.50	\$652.50	\$652.50	\$652.50	\$2,610.00
		Sinking	\$226.78	\$226.78	\$226.78	\$226.78	\$907.12
		Owner Total	\$879.28	\$879.28	\$879.28	\$879.28	\$3,517.12
57	5, 6						
		Admin	\$641.25	\$641.25	\$641.25	\$641.25	\$2,565.00
		Sinking	\$222.87	\$222.87	\$222.87	\$222.87	\$891.48
		Owner Total	\$864.12	\$864.12	\$864.12	\$864.12	\$3,456.48
50	7						
		Admin	\$562.50	\$562.50	\$562.50	\$562.50	\$2,250.00
		Sinking	\$195.50	\$195.50	\$195.50	\$195.50	\$782.00
		Owner Total	\$758.00	\$758.00	\$758.00	\$758.00	\$3,032.00
51	8, 10						
		Admin	\$573.75	\$573.75	\$573.75	\$573.75	\$2,295.00
		Sinking	\$199.41	\$199.41	\$199.41	\$199.41	\$797.64
		Owner Total	\$773.16	\$773.16	\$773.16	\$773.16	\$3,092.64
60	9						
		Admin	\$675.00	\$675.00	\$675.00	\$675.00	\$2,700.00
		Sinking	\$234.60	\$234.60	\$234.60	\$234.60	\$938.40
		Owner Total	\$909.60	\$909.60	\$909.60	\$909.60	\$3,638.40



Civium Canberra
Amended Budget for Unit Title 3765
NOVO AT MAWSON, 86 Mawson Drive MAWSON

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Page 6

Owner Summary (01/03/2023-29/02/2024) - Contribution Schedule

UOE	Lot(s)	1st Instalment 01/05/2023	2nd Instalment 01/08/2023	3rd Instalment 01/11/2023	4th Instalment 01/02/2024	TOTAL (01/03/2023-29/02/2024)
62	14, 15					
	Admin	\$697.50	\$697.50	\$697.50	\$697.50	\$2,790.00
	Sinking	\$242.42	\$242.42	\$242.42	\$242.42	\$969.68
	Owner Total	\$939.92	\$939.92	\$939.92	\$939.92	\$3,759.68
71	17					
	Admin	\$798.75	\$798.75	\$798.75	\$798.75	\$3,195.00
	Sinking	\$277.61	\$277.61	\$277.61	\$277.61	\$1,110.44
	Owner Total	\$1,076.36	\$1,076.36	\$1,076.36	\$1,076.36	\$4,305.44



Civium Canberra
Amended Budget for Unit Title 3765
NOVO AT MAWSON, 86 Mawson Drive MAWSON

Prepared by Civium Canberra (ABN 39 121 276 300)
 Locked Bag 3008 WODEN ACT 2606 Ph 1300 724 256 Fax

Printed 18/04/2023 at 09:37:35 User= Laura Black

Page 7

Contribution Summary (01/03/2023-29/02/2024)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
1, 11, 12, 13, 16	Contribution Schedule	61	\$2,745.00	\$954.04	\$0.00
	Owner Total		\$2,745.00	\$954.04	\$3,699.04
2, 3, 4	Contribution Schedule	58	\$2,610.00	\$907.12	\$0.00
	Owner Total		\$2,610.00	\$907.12	\$3,517.12
5, 6	Contribution Schedule	57	\$2,565.00	\$891.48	\$0.00
	Owner Total		\$2,565.00	\$891.48	\$3,456.48
7	Contribution Schedule	50	\$2,250.00	\$782.00	\$0.00
	Owner Total		\$2,250.00	\$782.00	\$3,032.00
8, 10	Contribution Schedule	51	\$2,295.00	\$797.64	\$0.00
	Owner Total		\$2,295.00	\$797.64	\$3,092.64
9	Contribution Schedule	60	\$2,700.00	\$938.40	\$0.00
	Owner Total		\$2,700.00	\$938.40	\$3,638.40
14, 15	Contribution Schedule	62	\$2,790.00	\$969.68	\$0.00
	Owner Total		\$2,790.00	\$969.68	\$3,759.68
17	Contribution Schedule	71	\$3,195.00	\$1,110.44	\$0.00
	Owner Total		\$3,195.00	\$1,110.44	\$4,305.44
	Overall Total		\$45,000.00	\$15,640.00	\$60,640.00



Schedule	UOE
Contribution Schedule	1000

Novo - Rules

(UP3765 - Novo @ Mawson)

Motions

RESOLVED that the owners corporation:

- ◇ **approves** the DRAFT Novo Complex Rules (v6.0); and
- ◇ **requests** the Strata Manager ensure the rules are registered within the statutory time frame; and
- ◇ **requests** the Strata Manager uploads the consolidated set of Rules to CHub and ensures all owners and residents are made aware of the new Rules.

Precis

The owners, in General Meeting on 31 October 2022, requested that, after certain modifications the draft Rules for the Novo Complex be circulated to owners for comment. That comment period has now closed. The Executive Committee was then asked to present the updated DRAFT Novo Complex Rules to a meeting of owners by 31 March 2023. After having regard to the proximity of the AGM 2023 the updated DRAFT has been held aside for consideration at the AGM.

Only one comment was received proposing the addition of a Rule concerning "smoking". This has been incorporated into Rule 20 and subsequent rules have been re-numbered.

It is appropriate to note that Section B and Section C of the rules have already been approved and registered. These resolutions relating to these rules would need to be revoked to change the provisions previously made.

Attachment

- ◇ Novo Rules (v6.0)

Proposer: Stephen TAYLOR (Treasurer)

Created: 2023-03-16 18:12

Updated:





Novo @ Mawson - Rules
(UP 3765 – 86 Mawson Drive, MAWSON, ACT, 2607)

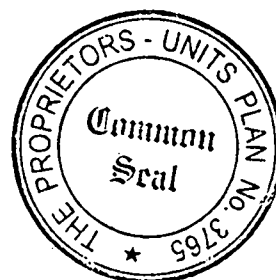
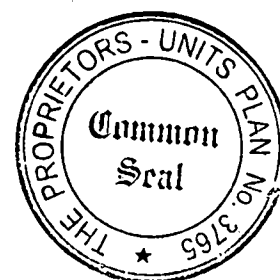
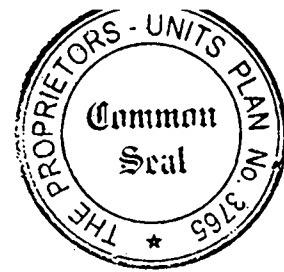


Table of Contents

SECTION A – GENERAL RULES	3
1. Rules	3
2. Definitions	3
3. Occupation of a unit or common property	4
4. Payment of rates and taxes	4
5. Repairs and maintenance	4
6. Erections and alterations	4
7. Pets in units	4
8. Assistance animals	5
9. Window and door treatments	5
10. Washing and airing	5
11. Common property	5
12. Security	6
13. Vehicles	6
14. Car-parking bays and parking	6
15. Waste management	7
16. Gardens and grounds	8
17. Hazardous use of unit	8
18. Use of unit – nuisance and annoyance	8
19. Noise	8
20. Smoking	8
21. Illegal use of unit	8
22. Emergencies	9
23. Insurance	9
24. What may an executive committee representative do?	9
25. Review	10
SECTION B – SPECIAL PRIVILEGE RULES	11
1. Special Privilege – Unit 9	11
SECTION C – CALCULATION OF CONTRIBUTIONS RULES	12
1. Calculation of Contributions	12
2. Wooden Fence Replacement Contributions	12
3. Special Privilege – Unit 9 Contribution	13
SCHEDULE 1 – EMERGENCY CONTACT LIST	14





Section A – General Rules

1. Rules

- 1.1. The objective of the rules of the Novo Complex is to ensure the general well-being of all persons while at the Novo Complex so that they can enjoy a maximum of convenience, comfort, privacy, and minimum annoyance.
- 1.2. In these rules a whole number is the Rule number. Decimalised numbers and alphabetic identifiers appearing between whole numbers are for reference purposes only.
- 1.3. The Novo Complex rules comprise three sections, being:
 - a) Section A – General Rules
 - b) Section B – Special Privilege Rules
 - c) Section C – Calculation of Contributions Rules
- 1.4. Italicised and bolded words in these rules mean they appear in the Definitions Rule.
- 1.5. Words in the singular are also taken to be in the plural, if appropriate.
- 1.6. Rules that apply to an **owner** in these rules includes, **residents** of and **visitors** to the Novo Complex, except where it is specifically stated otherwise.
- 1.7. The explanatory notes and attachments are solely to provide guidance and additional information to the reader. They are not rules of the Novo Complex.

2. Definitions

- 2.1. In these rules:
 - a) **executive committee representative** means a person authorised, in writing, by the executive committee under these rules.
 - b) **extended period** means a length of time that is greater than that normally required for an activity that uses an item on or area of common or unit property.
 - c) **general waste** means waste that is not household furniture or equipment, green waste, recyclable or hazardous material.

Explanatory Note: Hazardous materials include, but are not limited to, paint and similar products, batteries, petroleum products, chemicals, tyres, etc.
 - d) **illegal occupant** means a person occupying a unit or common property without the express permission of the unit owner or owners corporation, respectively.
 - e) **owner** of a unit is the legal owner of the unit or the owner's representative(s).
 - f) **pet owner** means a person who is responsible for the care, control and well-being of an animal.
 - g) **resident** means a person residing in a unit and if not the owner, a person residing with the permission of the owner. An **illegal occupant** is not a **resident** under this definition.

Explanatory Note: A resident may be an owner, occupier or user of a unit; however, an owner may only be a visitor if they do not normally reside in the unit.
 - h) **territory** means the Australian Capital Territory.
 - i) **unit** means an area described on the units plan (UP3765) of the Novo Complex and any subsidiaries thereto.
 - j) **unit entitlement** means the same as *s8 Unit Titles Act 2001*.

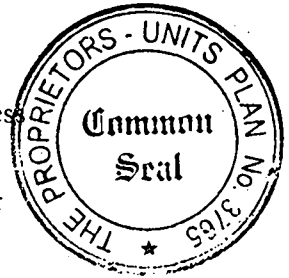
- k) **visitor** means a person entering Novo Complex common property or a unit who does not normally reside within a unit.

Explanatory Note: A visitor may include, but is not limited to, a delivery person, tradesperson, support person, government worker, family or friend or associate of the unit resident.

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

3. Occupation of a unit or common property

- 3.1. A **unit** may only be occupied by an **owner** or by another person with the express permission of the **unit owner**.
- 3.2. Common property may not be used or occupied by any person, temporarily or permanently, as a habitat.
- 3.3. A person in breach of this rule is an **illegal occupant**.
- 3.4. The owners corporation shall act, as permitted by the laws of the territory, to remove an **illegal occupant** on common property.



4. Payment of rates and taxes

- 4.1. This rule applies specifically and solely to the **unit owner**.
- 4.2. A **unit owner** must pay all rates, taxes and any other amount payable for the **unit**.

5. Repairs and maintenance

- 5.1. This rule applies specifically and solely to the **unit owner**.
- 5.2. A **unit owner** must ensure that the **unit** is in a state of good repair.
- 5.3. A **unit owner** or a person authorised by the **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 **territory** law.

6. Erections and alterations

- 6.1. This rule applies specifically and solely to a **unit owner**.
- 6.2. A **unit owner** may erect or alter any structure in or on the **unit** or the common property only –
- a) In accordance with the express permission of the owners corporation by special resolution; 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).
- 6.3. Permission may be given subject to conditions in the resolution.
- 6.4. If a structure is sustainability infrastructure, the owner corporation's permission must not be unreasonably withheld.

7. Pets in units

- 7.1. A **unit owner** may keep an animal, or permit an animal to be kept, within the **unit** if –
- 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 2; 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;
- d) the **pet owner** cleans any area of the **unit** and common property 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.

7.2. A **unit owner** may seek permission from the executive committee to keep more than two (2) animals in a **unit**.

7.3. The **pet owner**, if they are not the **unit owner**, must first seek permission from the **unit owner** to keep an animal in the **unit**.

Explanatory Note: A Tenancy Agreement with the unit owner normally includes this matter.

7.4. The **pet owner** shall, within 14 days of the day the animal is first kept within the **unit**, tell the owners corporation, in writing, that the animal is being kept within the **unit**.

7.5. The **pet owner** shall be responsible for any damage caused to common property.

7.6. The **pet owner** of an animal that causes damage to common property or becomes a nuisance to other persons may have permission to keep that animal in a **unit** withdrawn by ordinary resolution of the owners corporation, subject to any Commonwealth or **territory** laws that may prevent such action.

8. Assistance animals

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

9. Window and door treatments

9.1. **Owners** shall ensure that window and door treatments are consistent with the "as built" aesthetics of the Novo Complex and in a neutral tone.

10. Washing and airing

10.1. **Owners** or other persons are not permitted to hang clothes or other items on or over **unit** boundary fencing, gates, shrubs or common property or to allow items to be hung in a manner that they can be seen from common property, another **unit** or public land.

10.2. Notwithstanding the foregoing, **owners** are permitted to hang clothes and other items within courtyard areas of a unit on clotheslines that are no higher than courtyard fences and walls.

11. Common property

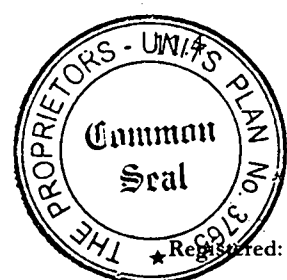
11.1. A **unit owner** shall not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an **owner** of another **unit**, other than in accordance with a special privilege rule.

11.2. Common property may not be used to undertake vehicle servicing and repairs.

11.3. A **unit owner** and any **visitor** must act in a manner so as to not cause damage to common property.

A **unit owner** and any visitor shall cooperate with tradespersons engaged by the owners corporation to maintain common property.

Explanatory Note: Co-operation may entail providing unfettered access to common property or a unit and moving vehicles or other items of property temporarily.



Novo @ Mawson - Rules

- 11.5. Children, supervised or unsupervised, are not permitted to ride tricycles, bicycles, skate-boards, etc, or play games on driveways, in the garage or in visitor car-bays.

Explanatory Note: The podium area may be used by children for supervised activities, while having regard to Noise rules.

- 11.6. **Owners**, solely, may submit, to the executive committee, proposals for alterations or additions to common property for initial consideration and discussion. All vetted proposals shall be submitted, by the executive committee to a meeting of **owners**, at a time and place agreed with the **owner** submitting the proposal.

12. Security

- 12.1. All gates and doors (including the vehicle entry garage door) to the basement garage, when opened for ingress or egress, are to be closed securely immediately after use.

Explanatory Note: The purpose of this Rule is to ensure trespassers do not enter the secured garage area.

- 12.2. Gates must not deliberately be left unsecured in a manner that would allow unfettered access to the Novo complex.

- 12.3. Gates or doors left open for an **extended period** to common property or a **unit**, to allow for deliveries, trades or similar activities (including unit inspections for lease or sale) must be supervised at all times.

- 12.4. The Secretary of the Executive Committee is to be informed of any break and enter, theft, robbery or similar illegal activity occurring on common property or to a **unit** as soon as a person becomes aware of the incident.

13. Vehicles

- 13.1. Vehicles shall not be driven at speeds in excess of 10 kph within the Novo Complex.

14. Car-parking bays and parking

- 14.1. **Unit** car-bays shall be kept tidy at all times while ensuring there is minimal fire, health and safety risks to the building and others.

- 14.2. **Unit** car-bays may only be used for the following purposes:

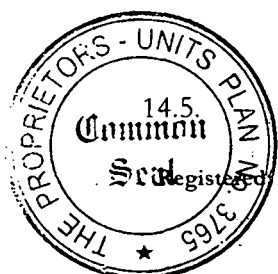
- parking motor vehicles and other forms of transport, except prams, strollers and similar methods of transport for children;
- temporarily, less than 24 hours, for prams, strollers and similar methods of transport for children;
- to undertake minor servicing and repairs to vehicles;
- storage and use of sporting equipment; and
- non-vehicle items, sporting equipment excepted, for a single period of no longer than 30 days in a twelve (12) month period.

Explanatory Note: Storage of non-vehicle items, other than sporting equipment, under this rule should not be taken as the norm but only as an occasional requirement.

- 14.3. On completion of vehicle minor servicing or repairs the car-bay is to be left clean and tidy, if necessary, by pressure washing the affected area clear of any spillage of oils, chemicals or other liquids.

- 14.4. The cost of any clean-up to a **unit** car-bay or adjacent common property areas, deemed necessary by the executive committee and undertaken by the owners corporation or a contractor shall be recoverable from the **unit owner** solely.

Vehicles may not be washed in the garage or elsewhere on common property.



Novo @ Mawson - Rules

- 14.6. A **unit** car-bay may not be leased out or loaned to another person other than another **owner** of a Novo Complex **unit**.
- 14.7. Vehicles may only be parked in marked car-bays, subject to height, width and length restrictions afforded by the car-bay.
- 14.8. The owners corporation may report any vehicles parked on the verge adjacent to the Novo Complex to the relevant **territory** authority. Residents and **visitors** are encouraged not to park on the verge.

***Explanatory Note:** In the territory vehicles or other items may not be to be parked or placed on verges, unless they have given express permission, eg. during construction works, hard-waste collection days. The territory will either fine persons who park or place items on verges or remove them to a government impound or waste disposal station.*

The owners corporation has a shared responsibility for maintenance of the verge and thus for the benefit of the Novo Complex and individual owners it is important to properly care for the verges.

- 14.9. Resident **Owners** may only park their vehicles in their **unit** car bay/s or by agreement with another **owner**, in that **owner's unit** car-bay while on the Novo Complex property.

***Explanatory Note:** This does not prevent a resident from legally parking in areas off the Novo Complex property, noting parking on the verge is not permitted by the territory.*

- 14.10. A non-resident **unit owner** may only park in their **unit** car-bay if the associated **unit** is vacant or they have the permission of the **unit resident**. Non-resident **owners** are **visitors** and may park in visitor car-bays.
- 14.11. **Visitor** car-bays may be used by **visitors** at all times and, except between the hours of 6pm and 10pm on any day by residents, unless specifically permitted, otherwise, by the executive committee. **Visitors** may, with permission, park in the car-bay of the **owner** they are visiting or, by prior agreement, another **owner's** car-bay.
- Explanatory Note:** The owners corporation, by resolution at a General Meeting held on 31 October 2022, has permitted residents to park in visitor car-bays on any day, except between the hours of 6pm and 10pm.*

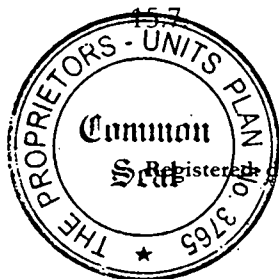
- 14.12. A permission given under this rule by the executive committee 14.10 may only be withdrawn by special resolution of the owners corporation.

15. Waste management

- 15.1. All general waste must be securely wrapped in a manner that does not allow for spillage of contents. The general waste must be placed wholly within a general waste hopper.
- 15.2. All large items of waste shall be taken to a suitable **territory** waste disposal facility.
- 15.3. Under no circumstances is general waste to be placed into a recycling bin. Where in doubt items should be placed in a general waste hopper.

***Explanatory Note:** Items that are not recyclable include, but is not limited to, plastic bags, plastic wrapping, plastic bottles that are not PET certified.*

- 15.4. No packaging or garbage is to be placed in the waste disposal area – except, as appropriate, in a general waste hopper, recycling or green waste bin.
- 15.5. **Owners** must, in the event they cause a spillage, immediately clean and treat the area.
- 15.6. All **owners** have a duty to actively remove litter and to not litter on common property.
- 15.7. The owners corporation shall recover from the **owner** (solely) of the **unit** responsible, any costs associated with the cleaning spillages or waste left on common property.



Registered - g-d-mmm-yyyy

16. Gardens and grounds

- 16.1. A **unit's** garden areas must be maintained in good order and in keeping with the general appearance, quality and style of the Novo Complex.
- 16.2. No person shall, without prior permission of the owners corporation, remove or undertake any plantings on common property.

17. Hazardous use of unit

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

18. Use of unit – nuisance and annoyance

- 18.1. A **unit owner** must not use a **unit** or common property, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an **owner** of another **unit**.
- 18.2. This rule does not apply to a use of a **unit** or common property if the executive committee has given an **owner** of the **unit** written permission for that use.
- 18.3. Permission may be given subject to stated conditions.
- 18.4. Permission may be withdrawn by special resolution of the owners corporation.

19. Noise

- 19.1. A **unit owner** or visitor must not make, or permit to be made, such a noise within the **unit** or on common property as might (in the circumstances) be reasonably likely to cause substantial annoyance to an **owner** of another **unit**.
- 19.2. 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.
- 19.3. Permission may be given subject to stated conditions.
- 19.4. Permission may be withdrawn by special resolution of the owners corporation.

20. Smoking

- 20.1. A **unit owner, resident** or **visitor** must neither smoke tobacco (including any other substance) or any vaping device on common property.
- 20.2. A **unit owner, resident** or **visitor** must ensure that smoke arising from the smoking of tobacco (including any other substance) or vapours from vaping devices while in a **unit** or within a unit's subsidiary does not penetrate or drift into another **unit** (or any of its subsidiaries) or onto common property.

Explanatory Note: This rule does not alter or impact on the operation of Rule 18.

21. Illegal use of unit

- 21.1. A **unit owner** must not use the unit, or permit it to be used, to contravene a **territory** law.



22. Emergencies

22.1. Emergencies, other than those requiring the attendance of an ambulance or medical practitioner, shall be immediately reported, in the following order of precedence, to:

- a) an executive committee member; or
- b) the managing agent; or
- c) a suitable person.

***Explanatory Note:** Schedule 1 to these Rules contains a current list of contact numbers. Schedule 1 does not form part of the registered Rules. The cost of repairs associated with an emergency call-out will be resolved by the owners corporation after the event.*

23. Insurance

23.1. The owners corporation shall maintain insurances, in accordance with **Division 5.4 of the Unit Titles (Management) Act 2011**, which includes, but is not limited to, cover for:

- a) Building replacement
- b) Public Liability
- c) Fidelity guarantee
- d) Office Bearers Legal Liability
- e) Machinery breakdown
- f) Catastrophe insurance
- g) Legal and Audit costs
- h) Unit Owners fixtures and improvements



23.2. Insurance claims, against the owners corporation insurance policy, shall be directed to the managing agent (primarily) and copied to the Secretary of the executive committee.

23.3. The owners corporation shall not be responsible for risks other than that covered by the owners corporation insurance policy. **Owners** are responsible for mitigating their own risks through insurance products such as home contents, landlords and public liability insurance.

24. What may an executive committee representative do?

24.1. 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.

24.2. An executive committee representative may enter a **unit** and remain in the **unit** for as long as is necessary to do something mentioned in this rule.

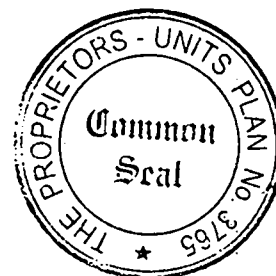
24.3. An executive committee representative is not authorised to do anything in relation to a **unit** mentioned in this rule unless—

- a) the executive committee or the representative has given the **owner** 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.

24.4. The executive committee may give a written authority to a person to represent the corporation under this rule.

25. Review

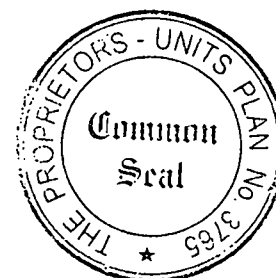
- 25.1. The rules shall be reviewed by the executive committee prior to issue of the notice of meeting for each annual general meeting of owners. Any amendments thereto shall be presented to the owners for consideration and resolution.
- 25.2. In the event that the executive committee considers no changes are required a resolution to that effect shall be put to the annual general meeting of owners.



Section B – Special Privilege Rules

1. Special Privilege – Unit 9

- 1.1. The owners corporation has by special resolution granted the **owner** of **unit 9** the following rights:
 - a) Exclusive use, for vehicle parking and/or storage, of common property (approximately 5.4m (D) by 5.0m (W) located in the eastern corner of the basement garage, adjacent to the **unit 1** subsidiaries numbered (2) and (4) on the registered Novo Complex (UP3765) units plan;
 - b) The rights granted under this special privilege rule are not transferrable to another person or party;
 - c) In consideration of the exclusive use rights the **owner** of **unit 9** shall, as determined by the special resolution granting the exclusive use, pay a special contribution to the Administrative Fund in addition to other contributions that may apply to the **unit**. The contribution calculation is stated in Section C – Calculation of Contributions Rules – Special Privilege – Unit 9.
- 1.2. The exclusive use rights conferred by this rule also requires the **owner** of **unit 9** to abide by the General Rule – Car parking bays and parking.
- 1.3. Exclusive use rights shall terminate on the earlier of:
 - a) The next annual general meeting of the owners corporation, unless renewed by special resolution at that meeting;
 - b) One day prior to the settlement of a sale of the **unit**;
 - c) By special resolution of the owners corporation; or
 - d) On a day advised in writing to the owners corporation by the **owner** of **unit 9**.
- 1.4. On termination the **owner** of **unit 9** shall within two weeks of the termination date:
 - a) Pay all contributions due to the owners corporation;
 - b) Vacate the common property area and return it to the control of the owners corporation in a clean and tidy condition.



Section C – Calculation of Contributions Rules

1. Calculation of Contributions

- 1.1. Except as otherwise stated in Section C – Calculation of Contributions Rules the owners corporation shall calculate contributions for each **unit** in accordance with **s78 (2) (a) of the Unit Titles (Management) Act 2011**.

2. Wooden Fence Replacement Contributions

- 2.1. Contributions payable for the replacement of wooden horizontal fencing on the boundaries of units 1 to 6 and 11 to 17 (inclusive) with a product described as mod-wood, shall be based on the quote received from the supplier and installer, being:

Unit 1	\$5,436.00 (GST inc)
Unit 2	\$1,359.00 (GST inc)
Unit 3	\$1,613.00 (GST inc)
Unit 4	\$1,443.00 (GST inc)
Unit 5	\$1,443.00 (GST inc)
Unit 6	\$1,613.00 (GST inc)
Unit 7	Exempt
Unit 8	Exempt
Unit 9	Exempt
Unit 10	Exempt
Unit 11	\$1,359.00 (GST inc)
Unit 12	\$1,359.00 (GST inc)
Unit 13	\$1,359.00 (GST inc)
Unit 14	\$1,359.00 (GST inc)
Unit 15	\$1,359.00 (GST inc)
Unit 16	\$1,359.00 (GST inc)
Unit 17	\$6,795.00 (GST inc)



- 2.2. Units 7 to 10 (inclusive) are specifically exempt from the special contribution (fences) as the units do not have wooden slat fences on their boundary or elsewhere.
- 2.3. The contributions shall be payable in accordance with the special resolution approving the works, being:
- a) Amounts are payable, in nine (9) equal instalments over three (3) years; and
 - b) Amounts are due and payable on the first days of June, September and December in the years 2021, 2022 and 2023.
- 2.4. Contributions shall be paid to the Special Purpose Fund – Fences of the General Fund.
- 2.5. Contributions received to the Special Purpose Fund – Fences shall be transferred to the Sinking Fund on the last day of each financial year in which they are received.
- 2.6. The Wooden Fence Replacement Contributions Rule automatically terminates on the day the final contribution has been collected from all **owners**. **Collected** means cash or equivalent has been deposited to an owners corporation bank account.

3. Special Privilege – Unit 9 Contribution

- 3.1. *Unit 9* has been granted a special privilege with respect to exclusive use of common property in the basement garage. In consideration of this special privilege the *owner of unit 9* shall pay in addition to other contributions the higher of a contribution of \$150.00 per annum or the difference between combined contribution of *unit 1* to the administrative and sinking funds (excluding any special contribution) and the contribution of *unit 9* to the same funds (excluding any special contributions).

Explanatory Note: As an example, in the FY 21-22 financial year the combined contributions to the administrative and sinking funds (excluding special contributions) for Unit 1 was \$3,409.10. The combined contributions to the administrative and sinking funds (excluding special contributions) for Unit 9 was \$3,353.21. The difference is \$55.89 thus \$150.00 is payable by Unit 9 in the FY 21-22 financial year.

- 3.2. The contribution in this rule shall be payable in equal instalments at the same time as notices are issued for normal contributions to the administrative and sinking funds.
- 3.3. This rule may be replaced by a special resolution of the owners corporation.

Explanatory Note: At each annual general meeting of the owners corporation the special privilege will be reviewed, including its continuance, contributions required, etc. This may also be done at a general meeting on which due notice of this matter has been given. Resolutions arising from any of these meetings may require the replacement or termination of this rule.

- 3.4. This rule shall terminate when:

- a) All contributions required under this rule have been paid; and
- b) The special privilege rule for *Unit 9* has terminated.



Schedule 1 – Emergency Contact List

Executive Committee Members

Name	Position	Landline	Mobile	E-mail
John Citizen	Chairperson	02 9999 9999	0499 999 999	john@novo.com.au
Jane Citizen	Secretary	02 9999 9999	0499 999 999	jane@novo.com.au
Alex Citizen	Treasurer	02 9999 9999	0499 999 999	alex@novo.com.au
Susan Citizen	Member	02 9999 9999	0499 999 999	susan@novo.com.au

Managing Agent

Business	Business Hours	After Hours
Civium	1300 724 256	0402 192 713



Suitable Persons

Name / Business	Contact	Comments
Burst water mains	13 11 93	Burst water mains not on the Novo Complex property but water may be affecting the common property or units
Sewerage blockages	13 11 93	Sewerage blockages occurring within ACTEW pipes NOT in a unit
ACT Fire Brigade	000	Emergencies only – uncontrolled fires within a unit or on common property.
State Emergency Services (ACT)	13 25 00	Emergencies in floods or storms.
Landmark Plumbing	0423 888 899	Plumbing emergencies affecting a unit or on common property
GMH Electrical	0418 623 046	Electrical emergencies affecting a unit or common property
O'Brien Glass	13 16 16	Broken glass in external windows and doors, possibly arising from a break and enter or vandalism



CONSENT TO REGISTER

Form 042 - C

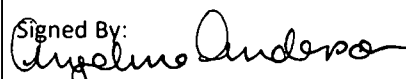
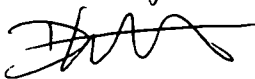
Land Titles Act 1925

NOTE – Where a Subleasee or Caveator consents to the registration of a units plan, upon registration, it will have the effect of determining the sublease pursuant to S90 of the *Land Titles Act 1925* and S25(1)(a) of the *Land Titles (Unit Titles) Act 1970*.

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
1957:84	Mawson	27	24	

FULL NAME OF CONSENTING PARTY (Surname Last) (ACN required for all companies)
THE PROPRIETORS UNITS PLAN 3765

CONSENT TO REGISTER (Please specify the purpose of this consent and all parties related to the instrument to be registered)
RULES FOR THE COMPLEX BY CIVIUM STRATA MANAGEMENT

CERTIFICATION *Delete the inapplicable
Applicant
*The Certifier has taken reasonable steps to verify the identity of the Applicant or his, her or its administrator or attorney.
*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
*The Certifier has retained the evidence to support this Registry Instrument or Document.
*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.
 Signed By:  ANGELINA RARETTE ANDERSON <Name of certifying party> <Capacity of certifying party> SENIOR STRATA MANAGER for: CIVIUM on behalf of the Lessor/Lessee/Mortgagee
Witnessed by Dayle Russell  Civium Strata




Access
Canberra



SR\$3389548

16/06/2025 14:06:43

ND TITLES
CANBERRA
Directorate

3389548

UNIT 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
2017:80	MAWSON	27	24	3765

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

Register consolidated rules

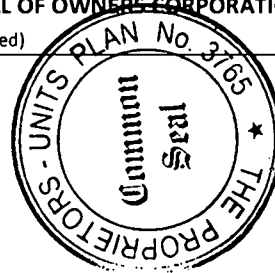
SUPPORTING DOCUMENTATION

(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:

Jaimie Budge
Strata Manager

for: Signature Strata

on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/Resolution/Motion Rules
Data entered by		Evidence Manager Appointed	Yes ☐
Registered by	LMT	Registration Date	24/06/2025



ANNEXURE

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS					
Volume & Folio	District/Division	Section	Block	Unit	Consideration (Only complete is if requesting transactions not be aggregated)
2017:80	MAWSON	27	24		

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
Register Alternate Rules	19

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
The Owners – Units Plan 3765

VOI Sighted X 1 (Filed)
Change of Name by —
Authority to Deal Authority letter
ASIC Yes
Category 1
Signed by Hue Hong Pui
Date 16/06/2025



**Signature
Strata**

Trusted Management. Unique Service. Quality Assured

MINUTES OF ANNUAL GENERAL MEETING 2025 OWNERS OF UNITS PLAN 3765 "NOVO"

DATE HELD: Friday, 28th March 2025 – 12:30pm

VENUE: Zoom | Meeting ID: 883 6766 0576

Present

Unit 5	E De Kieffe	Zoom
Unit 7	S Taylor	Zoom
Unit 9	R Hundy representing B Hockey	Zoom
Unit 17	A Catucod	Zoom
Signature Strata	E Palmer	Zoom
Signature Strata	N Robb	Zoom
Signature Strata	S Saini	Zoom
Signature Strata	V Vlachoulis	Zoom

Absentee Voting

E Ruddick (Unit 11)

Apologies

Nil

Proxies

M Peters (Unit 14) to chairperson.

B Hockey to R Hundy

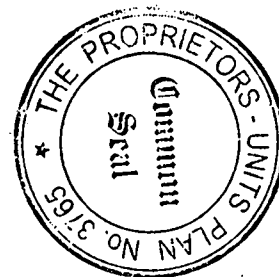
Chairperson

S Taylor

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.

EXECUTIVE COMMITTEE REPORT

Please see attached an Executive Committee Report prepared by the Executive Committee for your review.

MOTION 1: That the Executive Committee Report 2025 be noted.

MOTION CARRIED

MINUTES

MOTION 2: That the minutes of the previous annual general meeting held 30th April 2024 are confirmed.

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 Honan is summarised below

Insurer & Policy No:	Longitude / LNG-STR-20304562
Renewal Date:	14 December 2025
Building Sum Insured:	\$6,930,000.00
Excesses:	\$2,000.00
Base Premium:	\$9,573.16
GST	\$1,176.28
Underwriting Agency Fee	\$275.00
Broker Fee	\$1,914.63
Signature Strata Commission	\$1,914.63
Commission Schedule	Up to 25% of the base premium
Workers Compensation	
Renewal Date:	14 December 2025
Base Premium:	\$250.00
GST	\$30.50
Broker Fee	\$50.00
Signature Strata Commission	\$12.50
Last insurance valuation report:	24 November 2022
Please refer to attached Certificate of Currency for details of the sum insured limits	

Note - Signature Strata recommends Unit Owners seek their own advice in relation to obtaining 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, or public liability coverage on private property.

MOTION 3: *That the Owners Corporation insurance be confirmed as per the policy information provided with the meeting notice.*

MOTION CARRIED

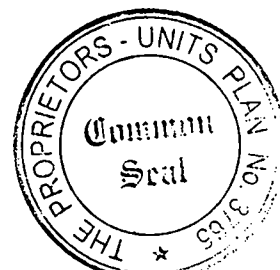
MOTION 4: *That the Owners Corporation endorse continued Brokerage services through the existing broker, Honan for the current period.*

MOTION CARRIED

MOTION 5: *That the Owners Corporation authorise the Strata Manager to effect the statutory and additional insurances of the owners corporation.*

MOTION CARRIED

Renewal terms will be provided to the Executive Committee for advice and in the event advice is not forthcoming prior to renewal, insurances will be renewed as per the recommendation provided by the nominated broker.



INSURANCE VALUATION

To ensure the Owners Corporation is protecting their building assets adequately, Signature Strata endorses the insurers recommendation to obtain an insurance valuation at a minimum, every 2 years.

MOTION 6: *That the Owners Corporation authorises the Strata Manager to obtain an insurance valuation from QS Solutions, and that the level of insurance be adjusted in accordance Valuer's conclusion and recommendation.*

MOTION CARRIED

INSURANCE CLAIMS

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

FINANCIAL REPORT

MOTION 7: *That the financial statements from 1st March 2024 to 28th February 2025 be accepted as presented.*

MOTION CARRIED

Please note: The Treasurer has reviewed the financial accounts in detail and has determined that an audit of the accounts is not required.

SINKING FUND PLAN

MOTION 8: *That the Owners Corporation gives consent for the Sinking Fund Forecast to be approved and accepted by the Executive Committee.*

MOTION CARRIED

Note - the Owners Corporation of UP3765 will obtain an updated Sinking Fund Forecast Report from QS Solutions to meet legislative requirements, Section 85 of the Unit Titles (Management) Act 2011.

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.

NOVO is outside of the Builders Warranty period. All items requiring work will be covered in Maintenance Items.

MAINTENANCE PLAN

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

MOTION 9: *That the Maintenance Plan be confirmed as adequate.*

MOTION CARRIED

MAINTENANCE ISSUES

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

Maintenance items: It was noted that there are no current maintenance items to note. The Executive Committee will monitor the podium garden beds to ensure the leaking to basement does not occur.

MOTION 10: *The Owners Corporation agree that there are no known maintenance items outside of that identified in the Maintenance Plan.*

MOTION CARRIED



②

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, Dedicated Fire Protection. The Fire compliance certificate is attached.

MOTION 11: *That the Fire Compliance Certificate 2025 be noted.*

MOTION CARRIED

ELECTRICAL SAFETY REPORT

The Owners Corporation of UP3765 has engaged GMH Electrical for preventative maintenance and the reports are attached.

MOTION 12: *That the Electrical Safety Report conducted by GMH Electrical be accepted and noted.*

MOTION CARRIED

AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

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

The following authorisations, Delegations and Appointments are in place.

- The Executive Committee are authorised to make determinations regarding investment of funds into interest bearing term deposits.

MOTION 13: *That the current authorisations and delegations are noted.*

MOTION CARRIED

UNIT TITLE RENTAL CERTIFICATE

As of 10th December 2024, new legislation came into place under Section 119 of the Unit Titles (Management) Act 2011, requiring all landlords to obtain Rental Certificates to be included in all rental agreements.

MOTION 14: *That the Owners Corporation ratify the actions taken by the Executive Committee to issue initial Unit Title Rental Certificates to all owners free of charge in December 2024.*

MOTION CARRIED

MOTION 15: *That the Owners Corporation confirms that the initial Unit Title Rental Certificates and any amendments issued prior to the date of this meeting are true and correct and have been prepared based on the best and most current information available at the time of preparation.*

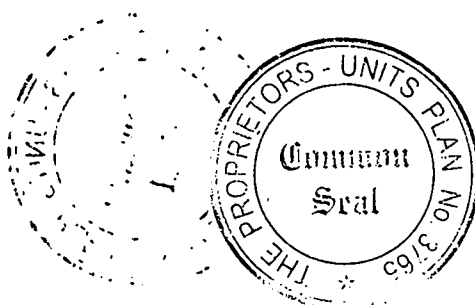
MOTION CARRIED

MOTION 16: *That Owners of all units agree to provide a copy of their Energy Efficiency Report (or an equivalent that clearly states the ceiling insulation rating), to the Executive Committee in order to provide a Unit Title Rental Certificate.*

MOTION CARRIED

MOTION 17: *That the Owners Corporation approves the engagement of a suitably licensed consultant to provide a report on ceiling insulation rating for each unit that has not provided a suitable ceiling insulation rating document by 30 April 2025.*

MOTION CARRIED



MOTION 18: *That the Owners Corporation agree to on-charge individual units the cost of obtaining an insulation report for their unit where necessary, for the purpose of issuing a Unit Title Rental Certificate.*

MOTION CARRIED

MOTION 19: *That the Owners Corporation authorises the Executive Committee to issue amended Unit Title Rental Certificates, as and when required, to owners. A copy to be provided to the Strata Manager for record keeping purposes.*

MOTION CARRIED

MOTION 20: *That the Owners Corporation reviews arrangements for the issue of Unit Title Rental Certificates at its 2029 Annual General Meeting or such earlier date, if legislative changes occur in the interim.*

MOTION CARRIED

RULES

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. Signature Strata and the committee have worked closely to develop rules specific to UP3765. These are attached for your consideration.

MOTION 21: (Special Resolution): *That the Owners Corporation adopt the Rules (as amended) and that they are registered under the Land Titles (Unit Titles) Act 1970.*

Note: Unit 9 advised that they wish to continue the special privilege use of common property, prior to the meeting. As such, it was agreed to amend the rule to reflect this.

BUDGET FY 25/26

Please see attached budget explanatory sheet prepared by the Executive Committee for details directly relating to the Proposed Budget.

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

MOTION 22: *That the proposed Administrative Fund Expenditure Budget of \$52,360.00 for the period 1st March 2025 to 28th February 2026 be adopted.*

MOTION CARRIED

MOTION 23: *That the proposed Sinking Fund Expenditure Budget of \$5,327.00 for the period 1st March 2025 to 28th February 2026 be adopted.*

MOTION CARRIED

MOTION 24: *That the Owners Corporation determines an Administrative Fund Levy Contribution of \$52,000.00 for the twelve-month period, commencing 1st March 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1st May 2025, 1st August 2025, 1st November 2025 and 1st February 2026.*

MOTION CARRIED

MOTION 25: *That the Owners Corporation determines a Sinking Fund Levy Contribution of \$13,200.00 for the twelve-month period, commencing 1st March 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1st May 2025, 1st August 2025, 1st November 2025 and 1st February 2026.*

MOTION CARRIED

**Please note the first levy due date 1st May 2025 will be extended to 8th May 2025.*

CONTRACTOR COMPLIANCE

MOTION 26: *That the services of a contractor compliance company be engaged to audit contractors to ensure compliance with insurance and licencing requirements. The cost being \$96.80.*

MOTION CARRIED



6

SERVICE CONTRACTORS

Under Section 59 of the Unit Titles (Management) Act 2011, an Ordinary Resolution is required to enter into a service contract with any person and/or organisation.

MOTION 27: *That the Executive Committee be authorised to make determinations concerning the appointment of a service contractor.*

MOTION CARRIED

ELECTION OF COMMITTEE

MOTION 28: *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.*

The following owners were elected to form the Committee:

S Taylor (Unit 7)
B Hockey (Unit 9)
E Ruddick (Unit 11)
A Catucod (Unit 17)

MOTION CARRIED

A special thank you to the Executive Committee, and especially S Taylor for their assistance and effort with the running of the complex, and the AGM preparation.

GENERAL BUSINESS

There was no general business raised or discussed.

MEETING CLOSURE

There being no further business the chairperson declared the meeting closed at 1:25PM



7



Novo @ Mawson - Rules

(UP 3765 – 86 Mawson Drive, MAWSON, ACT, 2607)

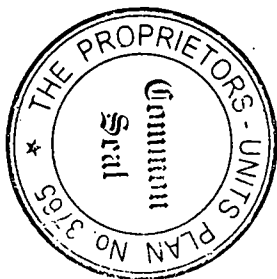
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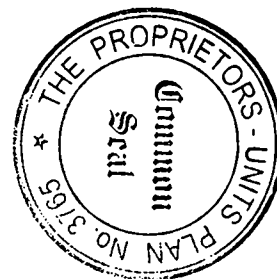
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Novo @ Mawson - Rules

Table of Contents

SECTION A – GENERAL RULES	3
1. Rules	3
2. Definitions	3
3. Occupation of a unit or common property	4
4. Payment of rates and taxes	4
5. Repairs and maintenance	4
6. Erections and alterations	4
7. Pets in units	4
8. Assistance animals	5
9. Window and door treatments	5
10. Washing and airing	5
11. Common property	5
12. Security	6
13. Vehicles	6
14. Car-parking bays and parking	6
15. Waste management	7
16. Gardens and grounds	8
17. Hazardous use of unit	8
18. Use of unit – nuisance and annoyance	8
19. Noise	8
20. Smoking	8
21. Illegal use of unit	8
22. Emergencies	9
23. Insurance	9
24. What may an executive committee representative do?	9
25. Review	10
SECTION B – SPECIAL PRIVILEGE RULES	11
1. Special Privilege – Unit 9	11
SECTION C – CALCULATION OF CONTRIBUTIONS RULES	12
1. Calculation of Contributions	12
2. Wooden Fence Replacement Contributions	12
3. Special Privilege – Unit 9 Contribution	13





Section A – General Rules

1. Rules

- 1.1. The objective of the rules of the Novo Complex (86 Mawson Drive, MAWSON, ACT – Units Plan No. 3765) is to ensure the general well-being of all persons while at the Novo Complex so that they can enjoy a maximum of convenience, comfort, privacy, and minimum annoyance.
- 1.2. In these rules a whole number is the Rule number. Decimalised numbers and alphabetic identifiers appearing between whole numbers are for reference purposes only.
- 1.3. The Novo Complex rules comprise three sections, being:
 - a) Section A – General Rules
 - b) Section B – Special Privilege Rules
 - c) Section C – Calculation of Contributions Rules
- 1.4. Italicised and bolded words in these rules mean they appear in the Definitions Rule.
- 1.5. Words in the singular are also taken to be in the plural, if appropriate.
- 1.6. Rules that apply to an **owner** in these rules includes, **residents** of and **visitors** to the Novo Complex, except where it is specifically stated otherwise.
- 1.7. The explanatory notes and attachments are solely to provide guidance and additional information to the reader. They are not rules of the Novo Complex.

2. Definitions

- 2.1. In these rules:
 - a) **executive committee representative** means a person authorised, in writing, by the executive committee under these rules.
 - b) **extended period** means a length of time that is greater than that normally required for an activity that uses an item on or area of common or unit property.
 - c) **general waste** means waste that is not household furniture or equipment, green waste, recyclable or hazardous material.
Explanatory Note: Hazardous materials include, but are not limited to, paint and similar products, batteries, petroleum products, chemicals, tyres, etc.
 - d) **illegal occupant** means a person occupying a unit or common property without the express permission of the **unit owner** or owners corporation, respectively.
 - e) **owner** of a unit is the legal owner of the unit or the owner's representative(s).
 - f) **pet owner** means a person who is responsible for the care, control and well-being of an animal.
 - g) **resident** means a person residing in a unit and if not the owner, a person residing with the permission of the owner. An **illegal occupant** is not a **resident** under this definition.
Explanatory Note: A resident may be an owner, occupier or user of a unit; however, an owner may only be a visitor if they do not normally reside in the unit.
 - h) **territory** means the Australian Capital Territory.
 - i) **unit** means an area described on the units plan (UP3765) of the Novo Complex and any subsidiaries thereto.
 - j) **unit entitlement** means the same as *s8 Unit Titles Act 2001*.

- k) **visitor** means a person entering Novo Complex common property or a unit, who does not normally reside within a **unit**.

Explanatory Note: A visitor may include, but is not limited to, a delivery person, tradesperson, support person, government worker, family or friend or associate of the unit resident.

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

3. Occupation of a unit or common property

- 3.1. A **unit** may only be occupied by an **owner** or by another person with the express permission of the **unit owner**.
- 3.2. Common property may not be used or occupied by any person, temporarily or permanently, as a habitat.
- 3.3. A person in breach of this rule is an **illegal occupant**.
- 3.4. The owners corporation shall act, as permitted by the laws of the territory, to remove an **illegal occupant** on common property.

4. Payment of rates and taxes

- 4.1. This rule applies specifically and solely to the **unit owner**.
- 4.2. A **unit owner** must pay all rates, taxes and any other amount payable for the **unit**.

5. Repairs and maintenance

- 5.1. This rule applies specifically and solely to the **unit owner**.
- 5.2. A **unit owner** must ensure that the **unit** is in a state of good repair.
- 5.3. A **unit owner** or a person authorised by the **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 **territory** law.

6. Erections and alterations

- 6.1. This rule applies specifically and solely to a **unit owner**.
- 6.2. A **unit owner** may erect or alter any structure in or on the **unit** or the common property only –
- a) In accordance with the express permission of the owners corporation by special resolution; 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).
- 6.3. Permission may be given subject to conditions in the resolution.
- 6.4. If a structure is sustainability infrastructure, the owner corporation's permission must not be unreasonably withheld.

7. Pets in units

- 7.1. A **unit owner** may keep an animal, or permit an animal to be kept, within the **unit** if –
- 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 2; and



Novo @ Mawson - Rules



- 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;
- d) the **pet owner** cleans any area of the **unit** and common property 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.

A **unit owner** may seek permission from the owner corporation to keep more than two (2) animals in a **unit**.

- 7.3. The **pet owner**, if they are not the **unit owner**, must first seek permission from the **unit owner** to keep an animal in the **unit**.

Explanatory Note: A Tenancy Agreement with the unit owner normally includes this matter.

- 7.4. The **pet owner** shall, within 14 days of the day the animal is first kept within the **unit**, tell the owners corporation, in writing, that the animal is being kept within the **unit**.
- 7.5. The **pet owner** shall be responsible for any damage caused to common property.
- 7.6. The **pet owner** of an animal that causes damage to common property or becomes a nuisance to other persons may have permission to keep that animal in a **unit** withdrawn by ordinary resolution of the owners corporation, subject to any Commonwealth or **territory** laws that may prevent such action.

8. Assistance animals

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

9. Window and door treatments

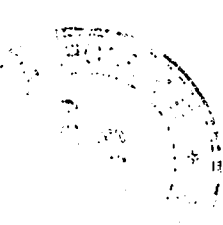
- 9.1. **Owners** shall ensure that window and door treatments are consistent with the "as built" aesthetics of the Novo Complex and in a neutral tone.

10. Washing and airing

- 10.1. **Owners** or other persons are not permitted to hang clothes or other items on or over **unit** boundary fencing, gates, shrubs or common property or to allow items to be hung in a manner that they can be seen from common property, another **unit** or public land.
- 10.2. Notwithstanding the foregoing, **owners** are permitted to hang clothes and other items within courtyard areas of a unit on clotheslines that are no higher than courtyard fences and walls.

11. Common property

- 11.1. A **unit owner** shall 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** of another **unit**, other than in accordance with a special privilege rule.
- 11.2. Common property may not be used to undertake major vehicle servicing and repairs.
- 11.3. A **unit owner** and any **visitor** must act in a manner so as to not cause damage to common property.
- 11.4. A **unit owner** and any visitor shall cooperate with tradespersons engaged by the owners corporation to maintain common property.



Novo @ Mawson - Rules

Explanatory Note: Co-operation may entail providing unfettered access to common property or a unit and moving vehicles or other items of property temporarily.

- 11.5. Children, supervised or unsupervised, are not permitted to ride tricycles, bicycles, skate-boards, etc, or play games on driveways, in the garage or in visitor car-bays.

Explanatory Note: The podium area may be used by children for supervised activities, while having regard to Noise rules.

- 11.6. **Owners**, solely, may submit, to the owners corporation, proposals for alterations or additions to common property for initial consideration and discussion. All vetted proposals shall be submitted to a meeting of **owners**, at a time and place agreed with the **owner** submitting the proposal.

12. Security

- 12.1. All gates and doors (including the vehicle entry garage door) to the basement garage, when opened for ingress or egress, are to be closed securely immediately after use.

Explanatory Note: The purpose of this Rule is to ensure trespassers do not enter the secured garage area.

- 12.2. Gates must not deliberately be left unsecured in a manner that would allow unfettered access to the Novo complex.
- 12.3. Gates or doors left open for an **extended period** to common property or a **unit**, to allow for deliveries, trades or similar activities (including unit inspections for lease or sale) must be supervised at all times.
- 12.4. The Secretary of the Owners Corporation is to be informed of any break and enter, theft, robbery or similar illegal activity occurring on common property or to a **unit** as soon as a person becomes aware of the incident.

13. Vehicles

- 13.1. Vehicles shall not be driven at speeds in excess of 10 kph within the Novo Complex.

14. Car-parking bays and parking

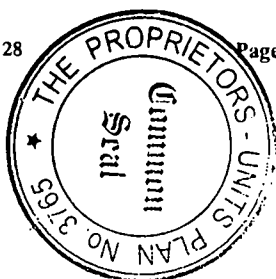
- 14.1. **Unit** car-bays shall be kept tidy at all times while ensuring there is minimal fire, health and safety risks to the building and others.

- 14.2. **Unit** car-bays may only be used for the following purposes:

- parking motor vehicles and other forms of transport, except prams, strollers and similar methods of transport for children;
- temporarily, less than 24 hours, for prams, strollers and similar methods of transport for children;
- to undertake minor servicing and repairs to vehicles;
- storage and use of sporting equipment; and
- non-vehicle items, sporting equipment excepted, for a single period of no longer than 30 days in a twelve (12) month period.

Explanatory Note: Storage of non-vehicle items, other than sporting equipment, under this rule should not be taken as the norm but only as an occasional requirement.

- 14.3. On completion of vehicle minor servicing or repairs the car-bay is to be left clean and tidy, if necessary, by pressure washing the affected area clear of any spillage of oils, chemicals or other liquids.



Novo @ Mawson - Rules

- 14.4. The cost of any clean-up to a **unit** car-bay (irrespective of the person or persons responsible) or common property areas (if caused by the **unit owner** - which includes a **resident** or **visitor** to the owners unit) deemed necessary and undertaken by the owners corporation (or a contractor) shall be recoverable from the **unit owner** solely.
- 14.5. Vehicles may not be washed in the garage or elsewhere on common property.
- 14.6. A **unit** car-bay may not be leased out or loaned to another person other than another **owner** of a Novo Complex **unit**.
- 14.7. Vehicles may only be parked in marked car-bays, subject to height, width and length restrictions afforded by the car-bay.
- 14.8. The owners corporation may report any vehicles parked on the verge adjacent to the Novo Complex to the relevant **territory** authority. Residents and **visitors** are encouraged not to park on the verge.

Explanatory Note: In the territory vehicles or other items may not be to be parked or placed on verges, unless they have given express permission, eg. during construction works, hard-waste collection days. The territory will either fine persons who park or place items on verges or remove them to a government impound or waste disposal station.

The owners corporation has a shared responsibility for maintenance of the verge and thus for the benefit of the Novo Complex and individual owners it is important to properly care for the verges.

- 14.9. Resident **Owners** may only park their vehicles in their **unit** car bay/s or by agreement with another **owner**, in that **owner's unit** car-bay while on the Novo Complex property.

Explanatory Note: This does not prevent a resident from legally parking in areas off the Novo Complex property, noting parking on the verge is not permitted by the territory.

- 14.10. A non-resident **unit owner** may only park in their **unit** car-bay if the associated **unit** is vacant or they have the permission of the **unit resident**. Non-resident **owners** are **visitors** and may park in visitor car-bays.
- 14.11. **Visitor** car-bays may be used by **visitors** at all times and, except between the hours of 6pm and 10pm on any day by **residents**, unless specifically permitted, otherwise, by the owners corporation. **Visitors** may, with permission, park in the car-bay of the **owner** they are visiting or, by prior agreement, another **owner's** car-bay.

Explanatory Note: The owners corporation, by resolution at a General Meeting held on 31 October 2022, has permitted residents to park in visitor car-bays on any day, except between the hours of 6pm and 10pm.

- 14.12. A permission given under this rule by the owners corporation may only be withdrawn by special resolution of the owners corporation.

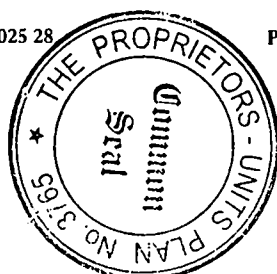
15. Waste management

- 15.1. All general waste must be securely wrapped in a manner that does not allow for spillage of contents. The general waste must be placed wholly within a general waste hopper.
- 15.2. All large items of waste shall be taken to a suitable **territory** waste disposal facility.
- 15.3. Under no circumstances is general waste to be placed into a recycling bin. Where in doubt items should be placed in a general waste hopper.

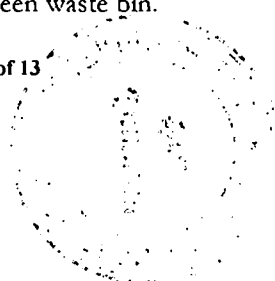
Explanatory Note: Items that are not recyclable include, but is not limited to, plastic bags, plastic wrapping, plastic bottles that are not PET certified.

- 15.4. No packaging or garbage is to be placed in the waste disposal area – except, as appropriate, in a general waste hopper, recycling or green waste bin.

Approved: 28 March 2025 28
March 2025 28 March 2025
Registered:



Page 7 of 13



Created: 18 Sep 2022

Updated: 28 Mar 2025

14

Novo @ Mawson - Rules

- 15.5. **Owners** must, in the event they cause a spillage, immediately clean and treat the area.
- 15.6. All **owners** have a duty to actively remove litter and to not litter on common property.
- 15.7. The owners corporation shall recover from the **owner** (solely) of the **unit** responsible, any costs associated with the cleaning spillages or waste left on common property.

16. Gardens and grounds

- 16.1. A **unit's** garden areas must be maintained in good order and in keeping with the general appearance, quality and style of the Novo Complex.
- 16.2. No person shall, without prior permission of the owners corporation, remove or undertake any plantings on common property.

17. Hazardous use of unit

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

18. Use of unit – nuisance and annoyance

- 18.1. A **unit owner** must not use a **unit** or common property, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an **owner** of another **unit**.
- 18.2. This rule does not apply to a use of a **unit** or common property if the owners corporation has given an **owner** of the **unit** written permission for that use.
- 18.3. Permission may be given subject to stated conditions.
- 18.4. Permission may be withdrawn by special resolution of the owners corporation.

19. Noise

- 19.1. A **unit owner** or visitor must not make, or permit to be made, such a noise within the **unit** or on common property as might (in the circumstances) be reasonably likely to cause substantial annoyance to an **owner** of another **unit**.
- 19.2. This rule does not apply to the making of a noise if the owners corporation has given the person responsible for making the noise written permission to do so.
- 19.3. Permission may be given subject to stated conditions.
- 19.4. Permission may be withdrawn by special resolution of the owners corporation.

20. Smoking

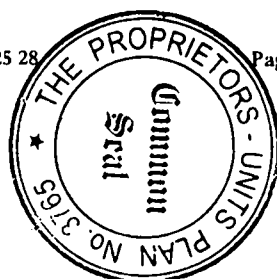
- 20.1. A **unit owner, resident** or **visitor** must neither smoke tobacco (including any other substance) or any vaping device on common property.
- 20.2. A **unit owner, resident** or **visitor** must ensure that smoke arising from the smoking of tobacco (including any other substance) or vapours from vaping devices while in a **unit** or within a unit's subsidiary does not penetrate or drift into another **unit** (or any of its subsidiaries) or onto common property.

Explanatory Note: This rule does not alter or impact on the operation of Rule 18.

21. Illegal use of unit

- 21.1. A **unit owner** must not use the unit, or permit it to be used, to contravene a **territory** law.

Approved: 28 March 2025 28
March 2025 28 March 2025
Registered:



Page 8 of 13

Created: 18 Sep 2022

Updated: 28 Mar 2025

Novo @ Mawson - Rules

22. Emergencies

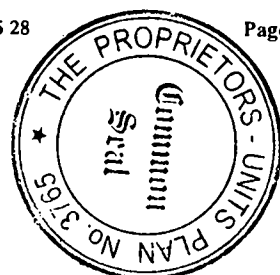
- 22.1. Emergencies, other than those requiring the attendance of an ambulance or medical practitioner, shall be immediately reported, in the following order of precedence, to:
- a) the Strata Manager (or their nominated emergency contact);
 - b) an executive committee member; or
 - c) a suitable person.

23. Insurance

- 23.1. The owners corporation shall maintain insurances, in accordance with *Division 5.4 of the Unit Titles (Management) Act 2011*, which includes, but is not limited to, cover for:
- a) Building replacement
 - b) Public Liability
 - c) Fidelity guarantee
 - d) Office Bearers Legal Liability
 - e) Machinery breakdown
 - f) Catastrophe insurance
 - g) Legal and Audit costs
 - h) Unit Owners fixtures and improvements
- 23.2. Insurance claims, against the owners corporation insurance policy, shall be directed to the managing agent (primarily) and copied to the Secretary of the owners corporation.
- 23.3. The owners corporation shall not be responsible for risks other than that covered by the owners corporation insurance policy. *Owners* are responsible for mitigating their own risks through insurance products such as home contents, landlords and public liability insurance.

24. What may an executive committee representative do?

- 24.1. 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.
- 24.2. An executive committee representative may enter a *unit* and remain in the *unit* for as long as is necessary to do something mentioned in this rule.
- 24.3. An executive committee representative is not authorised to do anything in relation to a *unit* mentioned in this rule unless—
- a) the executive committee or the representative has given the *owner* 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.
- 24.4. The executive committee may give a written authority to a person to represent the corporation under this rule.

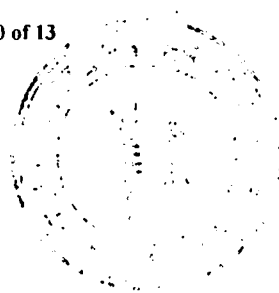
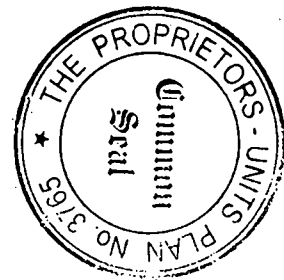


16

Novo @ Mawson - Rules

25. Review

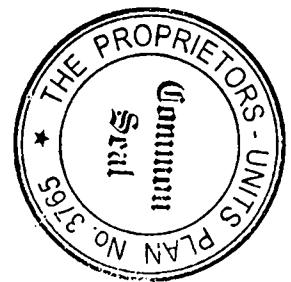
- 25.1. The rules shall be reviewed annually by the executive committee prior to issue of the notice of meeting for each annual general meeting of owners. Any amendments thereto shall be presented to the owners for consideration and resolution.
- 25.2. In the event that the executive committee considers no changes are required a resolution to that effect shall be put to the annual general meeting of owners.



Section B – Special Privilege Rules

1. Special Privilege – Unit 9

- 1.1. The owners corporation has by special resolution granted the *owner* of *unit 9* the following rights:
 - a) Exclusive use, for vehicle parking and/or storage, of common property (approximately 5.4m (D) by 5.0m (W) located in the eastern corner of the basement garage, adjacent to the *unit 1* subsidiaries numbered (2) and (4) on the registered Novo Complex (UP3765) units plan;
 - b) The rights granted under this special privilege rule are not transferrable to another person or party;
 - c) In consideration of the exclusive use rights the *owner* of *unit 9* shall, as determined by the special resolution granting the exclusive use, pay a special contribution to the Administrative Fund in addition to other contributions that may apply to the *unit*. The contribution calculation is stated in Section C – Calculation of Contributions
- 1.2. The exclusive use rights conferred by this rule also requires the *owner* of *unit 9* to abide by the General Rule – Car parking bays and parking.
- 1.3. Exclusive use rights shall terminate on the earlier of:
 - a) The next annual general meeting of the owners corporation, unless renewed by special resolution at that meeting;
 - b) One day prior to the settlement of a sale of the *unit*;
 - c) By special resolution of the owners corporation; or
 - d) On a day advised in writing to the owners corporation by the *owner* of *unit 9*.
- 1.4. On termination the *owner* of *unit 9* shall within two weeks of the termination date:
 - a) Pay all contributions due to the owners corporation;
 - b) Vacate the common property area and return it to the control of the owners corporation in a clean and tidy condition.



Section C – Calculation of Contributions Rules

1. Calculation of Contributions

- 1.1. Except as otherwise stated in Section C – Calculation of Contributions Rules the owners corporation shall calculate contributions for each *unit* in accordance with s78 (2) (a) of the *Unit Titles (Management) Act 2011*.

2. Wooden Fence Replacement Contributions

- 2.1. Contributions payable for the replacement of wooden horizontal fencing on the boundaries of units 1 to 6 and 11 to 17 (inclusive) with a product described as mod-wood, shall be based on the quote received from the supplier and installer, being:

Unit 1	\$5,436.00 (GST inc)
Unit 2	\$1,359.00 (GST inc)
Unit 3	\$1,613.00 (GST inc)
Unit 4	\$1,443.00 (GST inc)
Unit 5	\$1,443.00 (GST inc)
Unit 6	\$1,613.00 (GST inc)
Unit 7	Exempt
Unit 8	Exempt
Unit 9	Exempt
Unit 10	Exempt
Unit 11	\$1,359.00 (GST inc)
Unit 12	\$1,359.00 (GST inc)
Unit 13	\$1,359.00 (GST inc)
Unit 14	\$1,359.00 (GST inc)
Unit 15	\$1,359.00 (GST inc)
Unit 16	\$1,359.00 (GST inc)
Unit 17	\$6,795.00 (GST inc)



- 2.2. Units 7 to 10 (inclusive) are specifically exempt from the special contribution (fences) as the units do not have wooden slat fences on their boundary or elsewhere.
- 2.3. The contributions shall be payable in accordance with the special resolution approving the works, being:
- Amounts are payable, in nine (9) equal instalments over three (3) years; and
 - Amounts are due and payable on the first days of June, September and December in the years 2021, 2022 and 2023.
- 2.4. Contributions shall be paid to the Special Purpose Fund – Fences of the General Fund.
- 2.5. Contributions received to the Special Purpose Fund – Fences shall be transferred to the Sinking Fund on the last day of each financial year in which they are received.
- 2.6. The Wooden Fence Replacement Contributions Rule automatically terminates on the day the final contribution has been collected from all *owners*. *Collected* means cash or equivalent has been deposited to an owners corporation bank account.
- 2.7. This rule automatically terminates on 31 December 2023 and remains only for historical purposes.

Novo @ Mawson - Rules

3. Special Privilege – Unit 9 Contribution

- 3.1. *Unit 9* has been granted a special privilege with respect to exclusive use of common property in the basement garage. In consideration of this special privilege the *owner of unit 9* shall pay in addition to other contributions an amount equal to 4% of the total Administrative and Sinking fund *unit 9* contributions (excluding any special contribution) for a year rounded down to the nearest \$10. The amount shall constitute a normal contribution to the Administrative Fund.

Explanatory Note: As an example, in the FY 24-25 financial year the combined contributions to the administrative and sinking funds (excluding special contributions) for Unit 9 was \$3,871.20. Accordingly, the Special Privilege – Unit 9 Contribution would be $\$3,871.20 \times 4\% = \154.85 - rounded down to the nearest \$10 equals \$150.00 for FY 24-25.

- 3.2. The contribution in this rule shall be payable in equal instalments at the same time as notices are issued for normal contributions to the administrative and sinking funds.

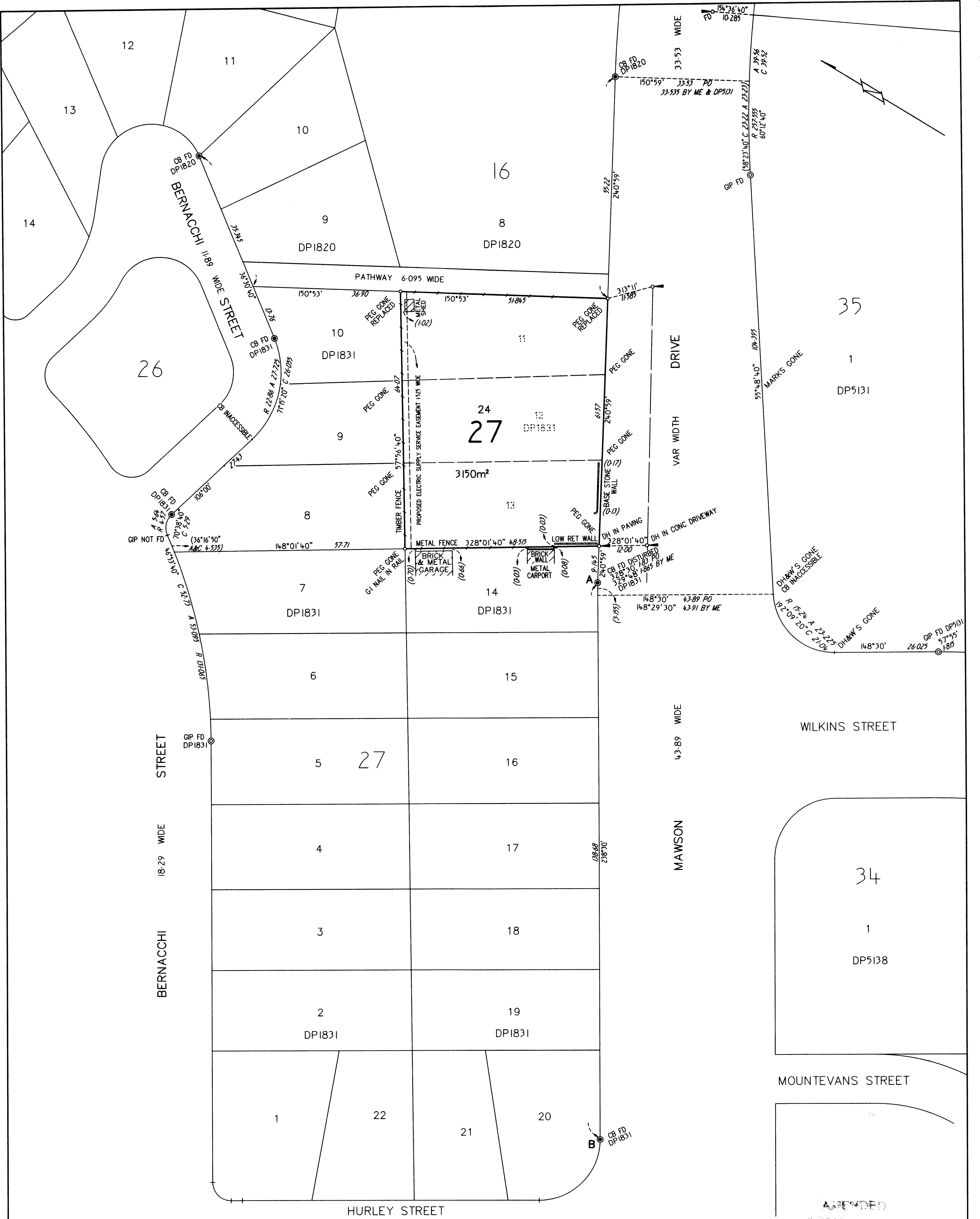
- 3.3. This rule may be replaced by a special resolution of the owners corporation.

Explanatory Note: At each annual general meeting of the owners corporation the special privilege will be reviewed, including its continuance, contributions required, etc. This may also be done at a general meeting on which due notice of this matter has been given. Resolutions arising from any of these meetings may require the replacement or termination of this rule.

- 3.4. This rule shall terminate when:

- a) All contributions required under this rule have been paid; and
- b) The special privilege rule for *Unit 9* has terminated.





REFERENCE MARKS

- ⊙ Denotes GIP in road 1.83 radially from TP
- ⊙ CB - 1.83 - TP
- ⊙ PLACED IN KERB
- ⊙ DEEP-DRAWN ROD
- ⊙ DH&W IN KERB
- (Except as otherwise shown)

Azimuth: A-B (Strom)

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

Field Books: REF : CB694

I, **ANDREW BLAIR SPAIN**
a surveyor registered under the Surveyors Act 2007 hereby certify that the
survey represented on this plan is accurate and has been made
in accordance with the Surveyors Practice Directions
and was completed on 17 January 2011

(Signature) *Andrew Spain*
8/2/11

Surveyor registered under the Surveyors Act 2007

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

R. Charman 9.2.11
for Surveyor-General of the ACT

**PLAN OF
BLOCK 24 SECTION 27
BEING A CONSOLIDATION OF BLOCKS 11, 12 & 13**

**DIVISION: MAWSON
DISTRICT: WODEN VALLEY
AUSTRALIAN CAPITAL TERRITORY**

SCALE 1:500

0 10 20 30 40 METRES

Deposited in the office of the Registrar of Titles at Canberra in
the Australian Capital Territory the *Sixteenth*
day of *February* 2011 at *—* minutes
past *four* o'clock in the *after* noon

Approved
Brett Phillips
Registrar-General

**DEPOSITED PLAN
10769**

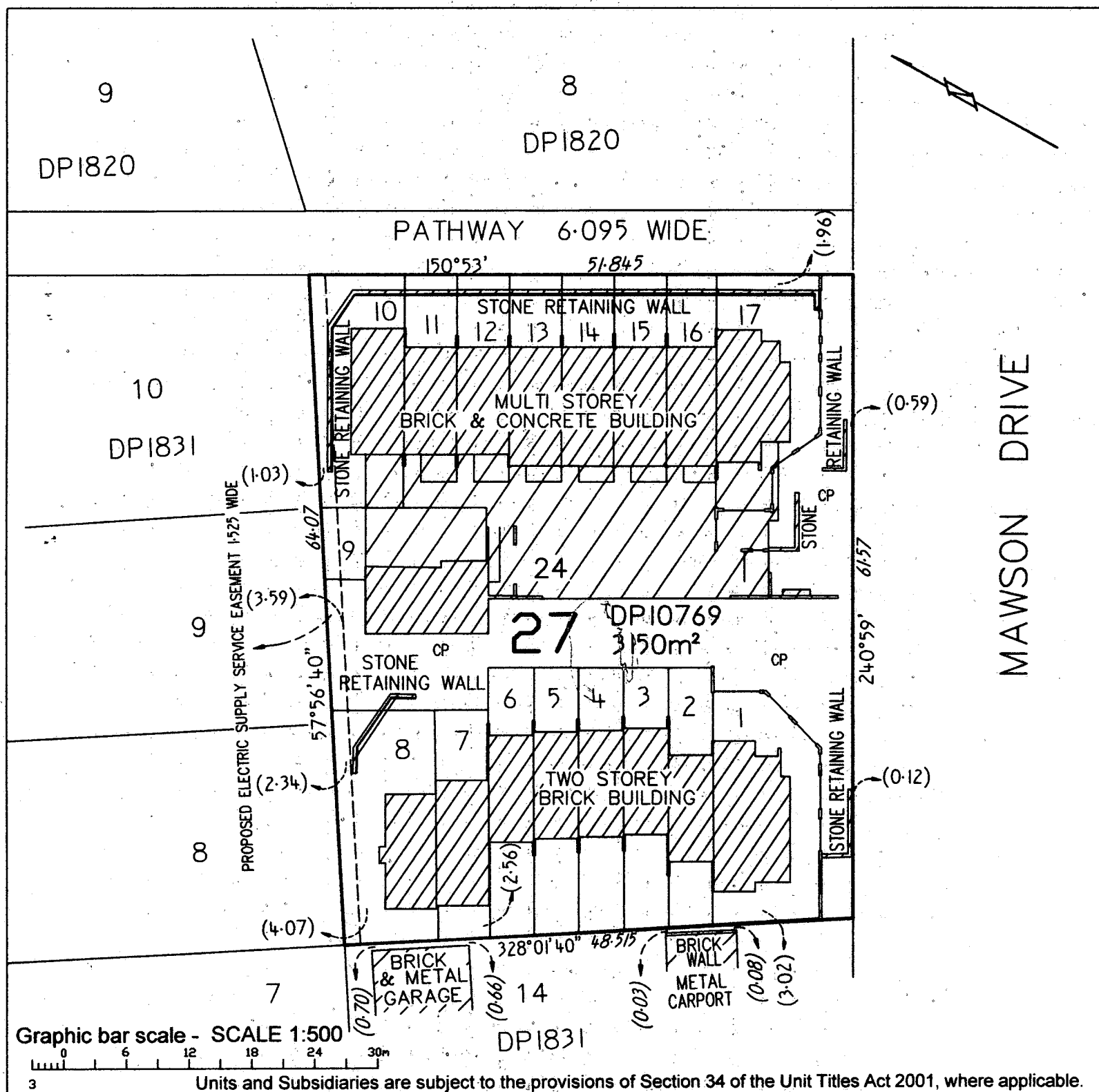
AMENDS DP 1831

Form 088 - SP

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

SITE PLAN

Division	Section	Block	Class of Units (A or B)	UNITS PLAN No.
MAWSON	27	24	A	3765



<i>Stroth Pty Limited</i> by its lawful Attorney <i>Mary Ruth Harris</i> Pursuant to Power of Attorney registered No. 127852 of which he has no notice of revocation Registered Proprietor	Andrew Blair Spain KLEVEN SPAIN Pty Ltd PO BOX 3977 WESTON CREEK ACT.2611 Ph (02) 6287 3096 Fax 02 62873590 klevenSpain@bigpond.com <i>Andrew Spain</i> 6/12/11 Registered Surveyor	<i>[Signature]</i> DULCE LANDER Delegate of the ACT Planning and Land Authority
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LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

SURVEYOR'S DECLARATION

Form 087 - SD

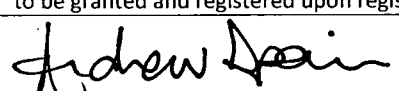
Land Titles Act 1925



LAND DETAILS					
Volume & Folio	District / Division	Section	Block	Deposited Plan Number	Units Plan Number
1957:84	MAWSON	27	24	DP10769	3765

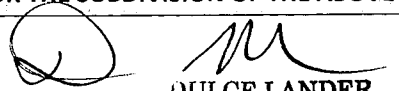
NAME OF MANAGER / OWNERS CORPORATION
RAY WHITE STRATA

ADDRESS FOR SERVICE OF NOTICE
17-21 Townshend Street, Phillip ACT 2607

SURVEYOR'S DECLARATION	
I, Andrew Blair Spain	of PO Box 3977 Weston Creek ACT 2611
A surveyor registered under the <i>Surveyors Act 2007</i> , hereby certify that:	
1. The survey represented by the diagrams on forms 1A and 3 of this plan are accurate and have been made by me under my immediate supervision (delete whichever is not applicable) and was completed on (insert date) – 6/12/2011	
2. The survey is in accordance with the following Acts:	• <i>Unit Titles Act 2001</i>; • <i>Land Titles (Unit Titles) Act 1970</i>; • <i>Land Titles Act 1925</i>; and, • any other Regulation made under those Acts and in accordance with the <i>Surveyors Practice Directions</i>.
CROSS OUT EITHER OF ITEM 3 OR 3(a)-3(c), WHICHEVER DOES NOT APPLY – 3(a)-(c) CANNOT APPLY IF AN ENCROACHMENT OCCURS OVER A ROAD OR PUBLIC PLACE UNLESS THE ENCROACHMENT IS AN ATTACHMENT AS DEFINED BY THE UNIT TITLES ACT 2001.	
3. Each building (including anything attached to it) or building in the course of erection on the parcel is wholly within the parcel.	
OR	
3 (a), (b), (c)	 a) All units and unit subsidiaries shown in the diagrams are wholly within the parcel; b) The diagram clearly indicates the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel; and, c) The diagrams clearly indicate the existence, nature and extent of any easement granted and registered, or to be granted and registered upon registration of this proposed plan, pertaining to the parcel.
 Signature of Registered Surveyor 6/12/2011 Dated	

APPROVED UNDER THE UNIT TITLES ACT 2001,

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

 DULCE LANDER Delegate of the Authority / Executive		7 February 2012 Dated	
LODGED BY		REGISTERED BY	
EXAMINED BY		REGISTRATION DATE	13 FEB 2012
DATA ENTERED BY			



Form 078

SCHEDULE OF UNIT ENTITLEMENTS

District/Division	Section	Block
MAWSON	27	24

Unit Plan No

3765

[illegible]

Approved form AF 2010 – 59 approved by Brett Phillips, Registrar-General on 12/03/2010 under s140 *Land Titles Act 1925* (approved forms) . This form revokes form AF 2009-217

OFFICE OF REGULATORY SERVICES

Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
MAWSON	27	24	3765

LEGEND SHEET

LEGENDFACE OF STORAGE CAGE IS CARPARK SUBSIDIARY BOUNDARY
WHERE ADJACENTFACE OF COLUMN IS CARPARK SUBSIDIARY BOUNDARY
WHERE ADJACENT

CP DENOTES COMMON PROPERTY

■ DENOTES CAR PARK 2.4X5.4 13m²⊙ DENOTES CAR PARK 2.6X5.4 14m²⊕ DENOTES CAR PARK 2.7X5.4 14m²* DENOTES CAR PARK 3.4X5.4 18m²

- DENOTES COLUMN

△ DENOTES STOREROOM 2m²▲ DENOTES STOREROOM 3m²

∅ DENOTES COURT YARD

● DENOTES BALCONY

⊞ DENOTES BLOCK BOUNDARY IS SUBSIDIARY BOUNDARY

≡ DENOTES CENTRE LINE OF METAL FENCE IS SUBSIDIARY BOUNDARY

◎ DENOTES INTERNAL FACE OF WOODEN FENCE
IS SUBSIDIARY BOUNDARY

Strutt Pty Limited
by its lawful Attorney
Mary Ruth Harris
pursuant to Power of Attorney registered
No. 127852 of which she has no notice of
revocation

Registered Proprietor

DULCE LANDER

Delegate of the
ACT Planning and Land Authority

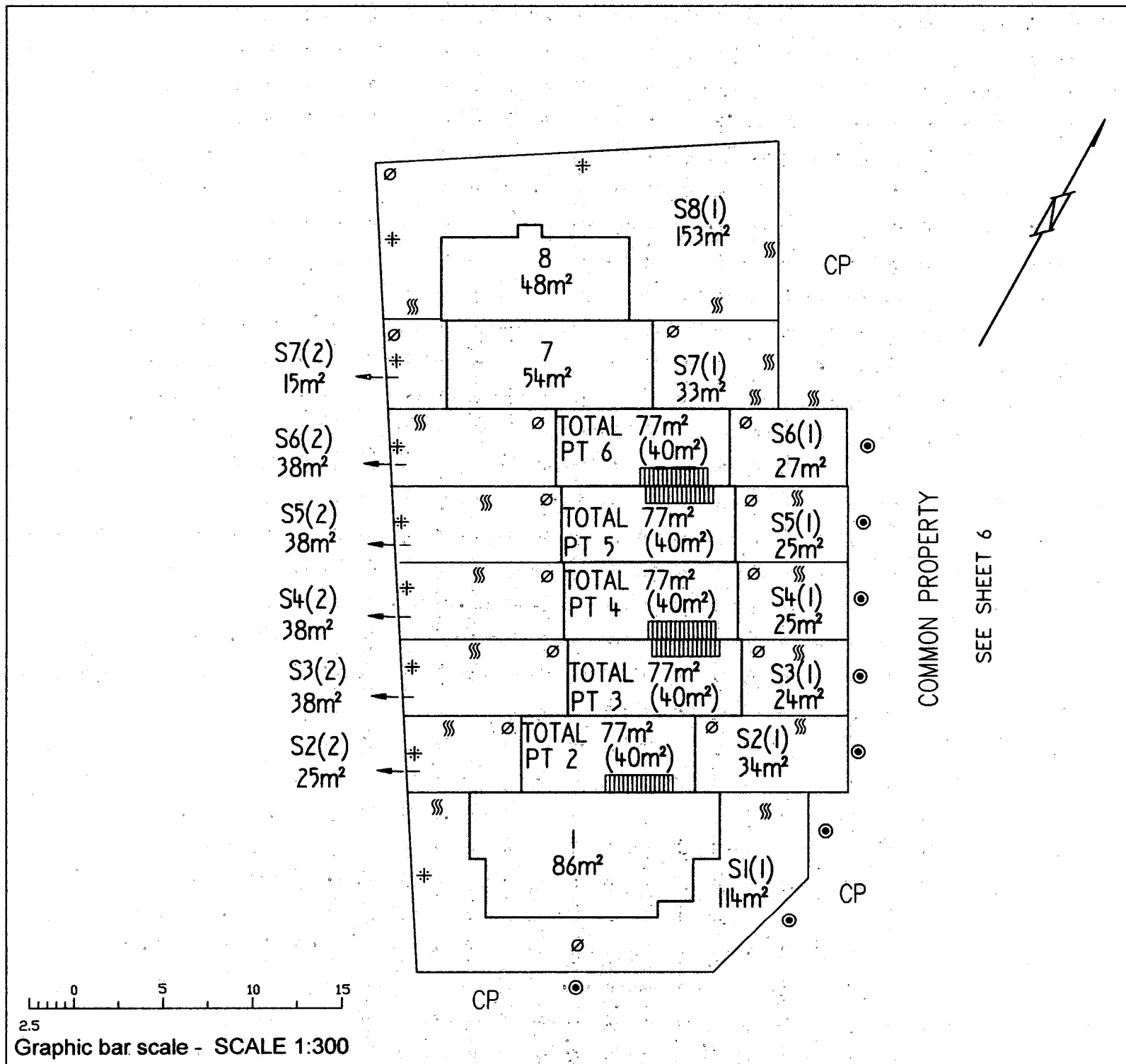
LAND TITLES
OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
MAWSON	27	24	3765

GROUND	
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Strett Pty Limited
 by its lawful Attorney
Mary Ruth Harris
 pursuant to Power of Attorney registered
 No. 127852 of which he has no notice of
 revocation

Registered Proprietor

DULCE LANDER

Delegate of the
 ACT Planning and Land Authority

LAND TITLES

OFFICE OF REGULATORY SERVICES

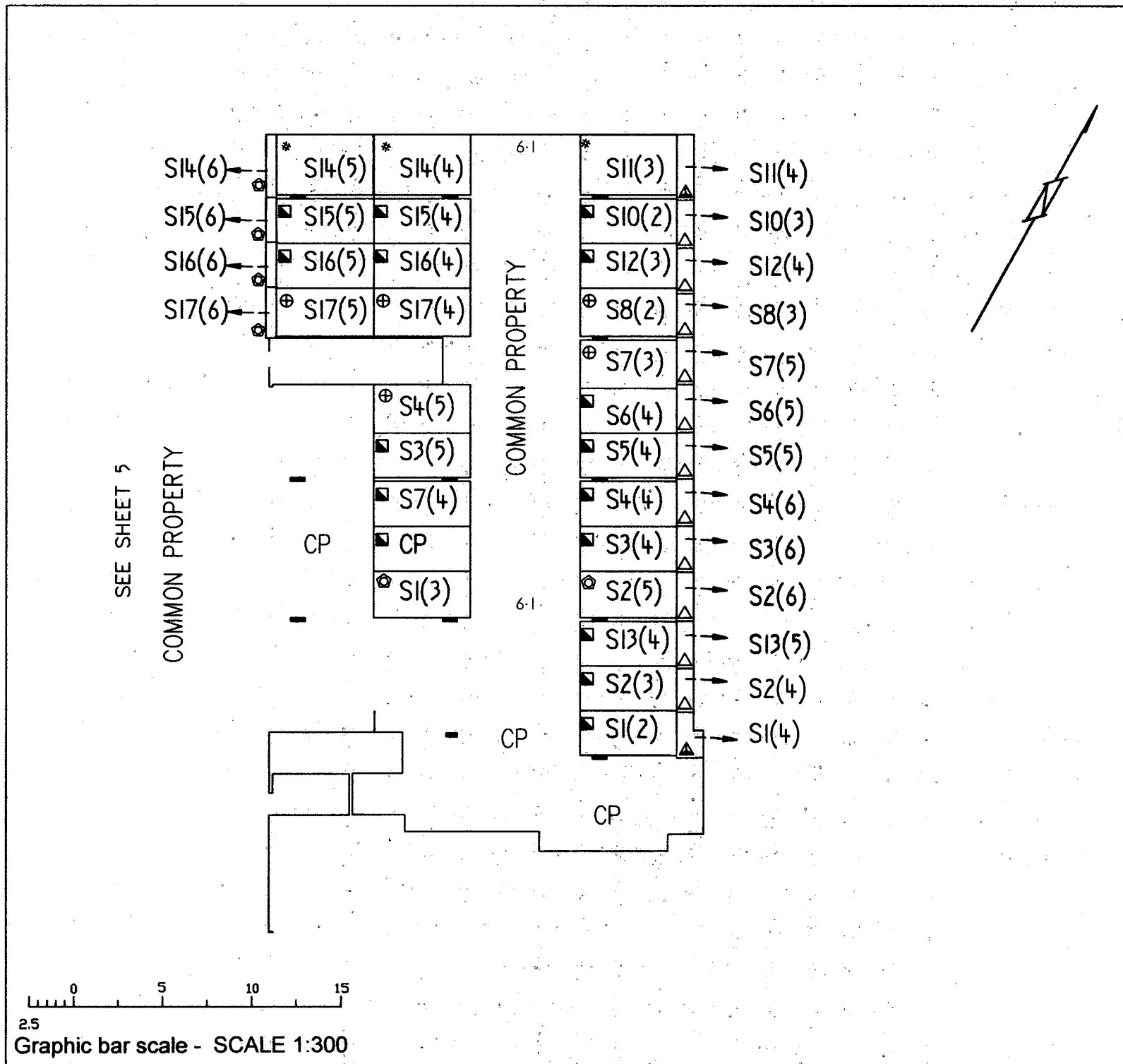
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
MAWSON	27	24	3765

GROUND	
--------	--



Strutt Pty Limited

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ACT Planning and Land Authority

OFFICE OF REGULATORY SERVICES

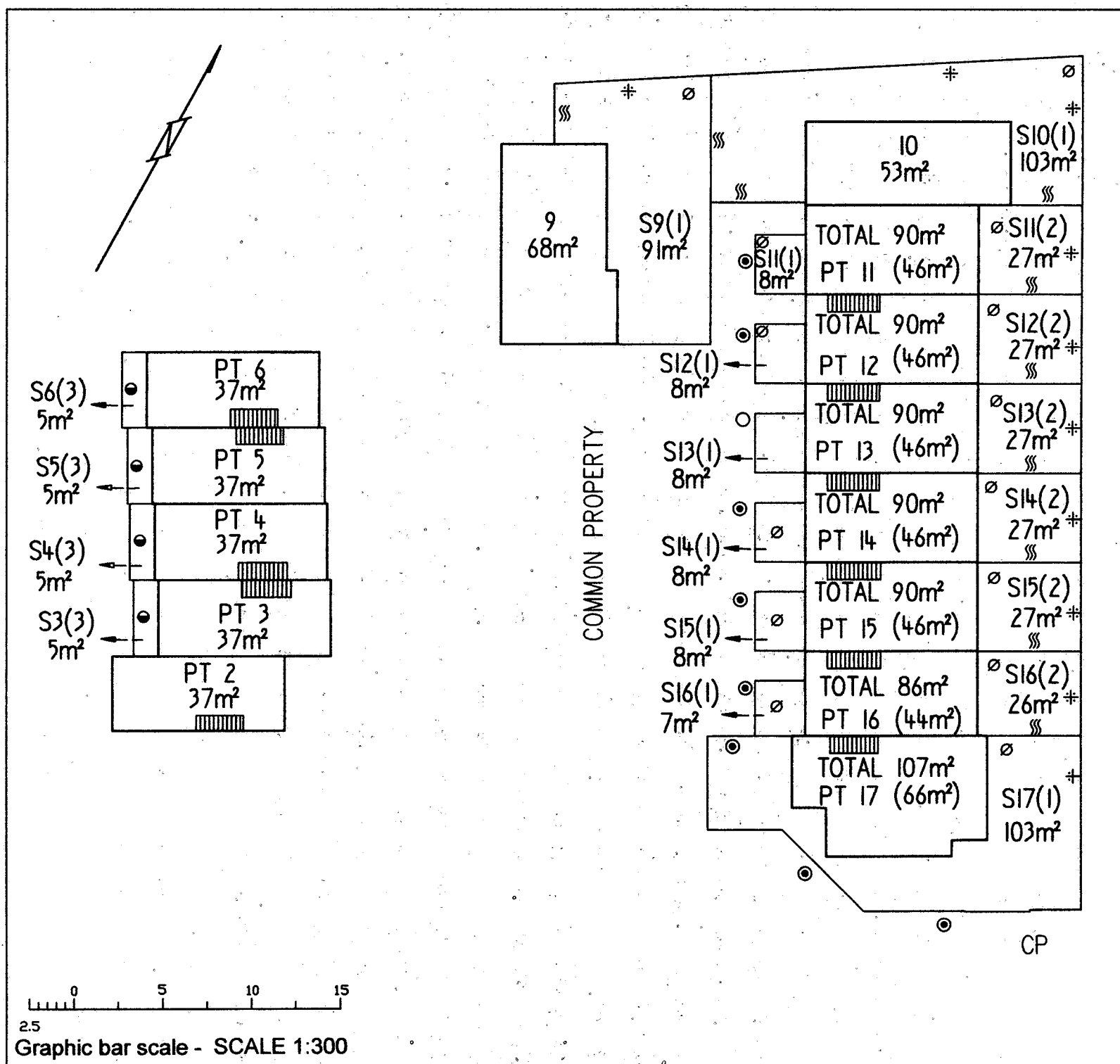
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
MAWSON	27	24	3765

FIRST FLOOR



Strutt Pty Limited

by its lawful Attorney

Mary Ruth Harris

pursuant to Power of Attorney registered

No. 127852 of which he has no notice of

revocation

Registered Proprietor

DULCE LANDER

Delegate of the
ACT Planning and Land Authority

XUP 20079

OFFICE OF REGULATORY SERVICES

Department of Justice and Community Safety

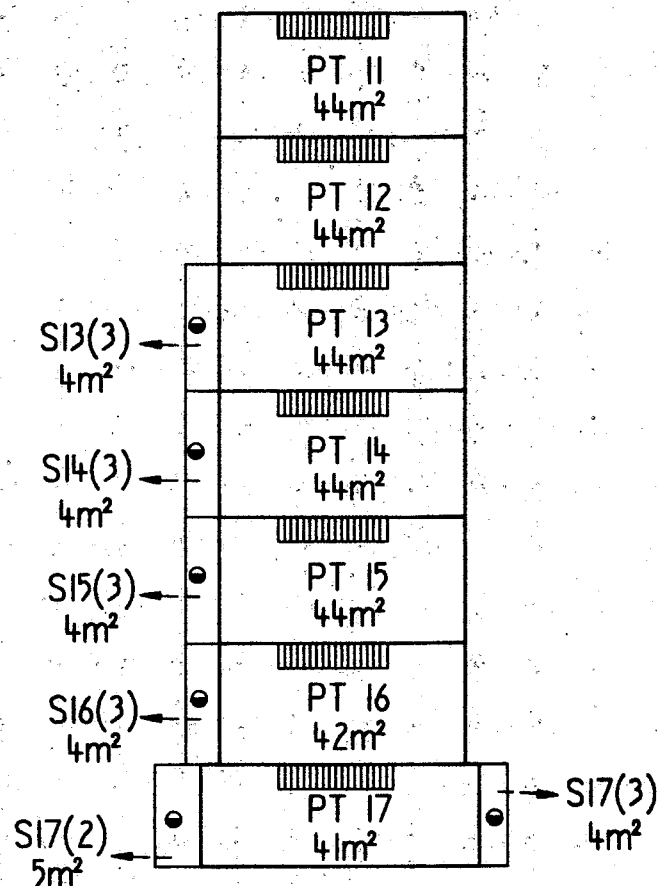
Form 091 - FP

FLOOR PLAN

Division	Section	Block
MAWSON	27	24

UNITS PLAN No.
3765

SECOND FLOOR



0 5 10 15
2.5

Graphic bar scale - SCALE 1:300

Strutt Pty Limited

by its lawful Attorney

Mary Ruth Harris

pursuant to Power of Attorney registered

No. 127852 of which he has no notice of
revocation

Registered Proprietor

DULCE LANDER

Delegate of the
ACT Planning and Land Authority

FORM 4

Revised 1/7/03

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 3765

Block 24 Section 27 Division of MAWSON

**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 first day of April Two Thousand and sixty six.
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. That:
 - (a) the Authority, on behalf of the Commonwealth, grants over that part of the land identified as a services easement on the Deposited Plan an easement ("Easement") in favour of:
 - (i) ACTEW Corporation Limited A.C.N. 069 381 960 and its successors;
(collectively or separately referred to as the "service provider");
 - (b) the service provider may:
 - (i) provide, maintain and replace services supplied by that service provider through the land within the site of the Easement; and
 - (ii) do anything reasonably necessary for that purpose, including without limitation:
 - (A) entering or passing through the land;
 - (B) taking anything on to the land; and
 - (C) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;



- (c) in exercising the powers in Clause 3(b), the service provider must take all reasonable steps to:
 - (i) ensure that the work carried out on the land causes as little disruption, inconvenience and damage as is practicable; and
 - (ii) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
- (d) Clause 3(c)(ii), does not require the service provider to restore:
 - (i) the land to a condition that would result in:
 - (A) an interference with:
 - (1) any service on or through the land; or
 - (2) access to any service on or through the land; or
 - (B) a contravention of a law of the Territory; or
 - (ii) any building or structure placed or constructed on any part of the land comprising the Easement;
- (e) the Lessee must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the land comprising the Easement;
- (f) for the purposes of the Easement, "services", includes, without limitation, the supply of electricity; and
- (g) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law.

4. Each Lessee of each of the Units Nos. 1 – 17 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 as a single dwelling only;
- (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 and the right to the use, flow and control of ground water under the surface of the parcel are reserved to the Territory.



5. It is mutually covenanted and agreed by the Commonwealth and each of the Lessees of all the units as follows:
- (a) the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the unit without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority;
 - (b) that if:
 - (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent 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

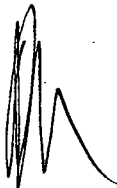
the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;
 - (c) that acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 5(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;



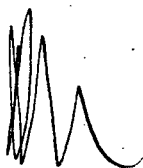
- (f) any and every right power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
- (i) the Authority;
 - (ii) an authority or person for the time being authorised by the 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.

6. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on or under the leased land;
- (c) "class" for a building or structure, means the class of building or structure under the building code (refer to the Building Act 2004);
- (d) "dual occupancy housing" means the use of the parcel of land that was originally used or leased for the purposes of single dwelling housing for two dwellings;
- (e) "dwelling":
 - (i) means a class 1 building, or a self-contained part of a class 2 building, that:
 - (A) includes the following that are accessible from within the building, or the self-contained part of the building:
 - (1) not more than 2 kitchens;
 - (2) at least 1 bath or shower;
 - (3) at least 1 toilet pan; and
 - (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and
 - (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;

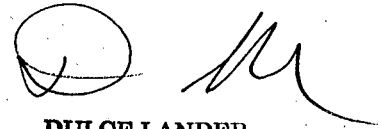


- (f) "Lessee" shall:
- (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (g) "multi-unit housing" means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing and triple occupancy housing;
- (h) "premises" means the leased land and any building or other improvements on the parcel of leased land;
- (i) "Territory" means:
- (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (j) "triple occupancy housing" means the use of the parcel of land that was originally used or leased for the purposes of single dwelling housing or dual occupancy housing for three dwellings;
- (k) "unit" means the leased land and the building and other improvements including any unit subsidiaries constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit;
- (l) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (m) words in the singular include the plural and vice versa;
- (n) words importing one gender include the other genders;
- (o) 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.



7. Each Lessee of each of the Units Nos. 1 – 17 inclusive acknowledges that the building erected on the parcel of land defined as Block 24 Section 27 Division of MAWSON on Deposited Plan Number 10769 in the Registrar-General's Office at Canberra in the Australian Capital Territory shall be used for the purpose of multi-unit housing of not less than three (3) dwellings and not more than seventeen (17) dwellings in total.

DATED the seventh day of February 2012.



DULCE LANDER

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

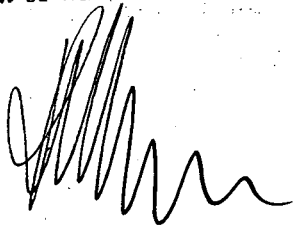
LESSEE: **STRUTT PTY LIMITED A.C.N. 091 987 790**

by its lawful Attorney

Mary Ruth Harris

pursuant to Power of Attorney registered

No. 121852 of which he has no notice of
revocation



Maria Wood
MARIA WOOD

FORM 5

Revised 1/7/03

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 3765

Block 24 Section 27 Division of MAWSON

**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 first day of April Two Thousand and sixty six.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. That:
 - (a) the Authority, on behalf of the Commonwealth, grants over that part of the land identified as a services easement on the Deposited Plan an easement ("Easement") in favour of:
 - (i) ACTEW Corporation Limited A.C.N. 069 381 960 and its successors;
(collectively or separately referred to as the "service provider");
 - (b) the service provider may:
 - (i) provide, maintain and replace services supplied by that service provider through the land within the site of the Easement; and
 - (ii) do anything reasonably necessary for that purpose, including without limitation:
 - (A) entering or passing through the land;
 - (B) taking anything on to the land; and
 - (C) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;
 - (c) in exercising the powers in Clause 3(b), the service provider must take all reasonable steps to:



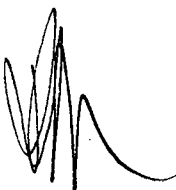
- (i) ensure that the work carried out on the land causes as little disruption, inconvenience and damage as is practicable; and
- (ii) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
- (d) Clause 3(c)(ii), does not require the service provider to restore:
 - (i) the land to a condition that would result in:
 - (A) an interference with:
 - (1) any service on or through the land; or
 - (2) access to any service on or through the land; or
 - (B) a contravention of a law of the Territory; or
 - (ii) any building or structure placed or constructed on any part of the land comprising the Easement;
- (e) the Owners Corporation must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the land comprising the Easement;
- (f) for the purposes of the Easement, "services", includes, without limitation, the supply of electricity; and
- (g) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law.

4. The Owners – Units Plan No. **3765** ("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, except where exempt by law;



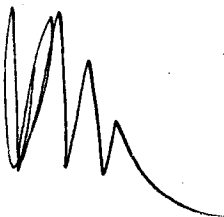
- (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle 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 4(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 and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.

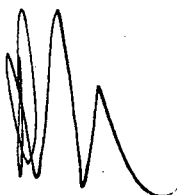
5. It is mutually covenanted and agreed by the Commonwealth and the Owners Corporation as follows:

- (a) the Owners Corporation paying the rent and all moneys due and observing and performing the covenants and stipulations on the part of the Owners Corporation to be observed and performed shall quietly enjoy the premises without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority;
- (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.



6. In this schedule unless the contrary intention appears:

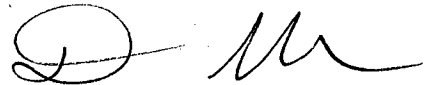
- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on or under the leased land;
- (c) "owners corporation" means the body corporate under the name of 'The Owners – Units Plan No. **3765**';
- (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;
- (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.



7.

The Owners – Units Plan No: **3765** acknowledges that the building erected on the parcel of land defined as Block 24 Section 27 Division of MAWSON on Deposited Plan Number 10769 in the Registrar-General's Office at Canberra in the Australian Capital Territory shall be used for the purpose of multi-unit housing of not less than three (3) dwellings and not more than seventeen (17) dwellings in total.

DATED the Seventh day of February 2012.

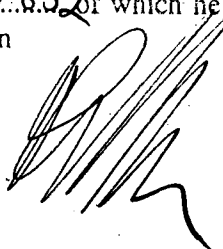


DULCE LANDER

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

LESSEE: STRUTT PTY LIMITED A.C.N. 091 987 790

by its lawful Attorney)
Mary Ruth Harris)
pursuant to Power of Attorney registered
No: 127852 of which he has no notice of
revocation



Maria Wood
MARIA WOOD



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	24	Section	27	Suburb	MAWSON
------	---	-------	----	---------	----	--------	--------

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

	No	Yes
1. Have any notices been issued relating to the Crown Lease?	(X)	()
2. Is the Lessor aware of any notice of a breach of the Crown Lease?	(X)	()
3. Has a Certificate of Compliance been issued?	()	()

(N/A ex-Government House) N/A

Certificate Number:

Dated:

Please Note: There are no development covenants within the latest Units Plan, therefore a Compliance Certificate is not applicable.

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

Applicant's Name :

Info Track

Date: 03-JUL-26 13:18:28

E-mail Address :

actenquiries@infotrack.com.au

Client Reference :

83229 - 199248329



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

03-JUL-2026 13:18

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 6

INFORMATION ABOUT THE PROPERTY

MAWSON Section 27/Block 24/Unit 5

Building Class: A

Area(m2): 3,150.1

Unimproved Value: \$2,700,000

Year: 2025

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

03-JUL-2026 13:18

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 6

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA201017628 **Lodged** 10-MAY-10 **Type** See Subclass

-- Application Details -----

Description

MULTI DWELLING - LEASE VARIATION - DEMOLITION - 19 NEW UNITS. Consolidation of blocks 11, 12 & 13 Section 27 Mawson and the variation of the consolidated lease to permit 19 residential units; Demolition of the existing 3 dwellings and the proposed construction of 19 new, one and two storey residential units.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Mawson	27	11-11	
Woden Valley	Mawson	27	12-12	
Woden Valley	Mawson	27	13-13	
Woden Valley	Mawson	27	24-24	

-- Involved Parties -----

Role	Name
Lessee	Strutt Pty Ltd
Lessee	Strutt Pty Ltd
Applicant	Bdh Projects
Representor	Monica Mcavoy
Objector	Pradeep Bhat
Representor	Mandir Society - Petition

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

03-JUL-2026 13:18

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 6

Application DA201017477 **Lodged** 27-APR-10 **Type** See Subclass

-- Application Details -----

Description

Demolition of 3 existing brick dwellings, consolidation of blocks 11, 12 & 13 Section 27 Mawson, variation of the lease to permit 19 residential units, construction of 19 residential one and two storey (walkup) units.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Mawson	27	11-11	
Woden Valley	Mawson	27	12-12	
Woden Valley	Mawson	27	13-13	
Woden Valley	Mawson	27	24-24	

-- Involved Parties -----

Role	Name
Lessee	Strutt Pty Ltd
Lessee	Strutt Pty Ltd
Applicant	Bdh Projects

-- Activities -----

Activity Name	Status
Merit Track	Withdrawn

Application DA20022749 **Lodged** 20-JUN-02 **Type** Single Dwelling

-- Application Details -----

Description

Additions & Deck, 16.57 square metres, 2 storey.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Mawson	27	12-12	
Woden Valley	Mawson	27	24-24	

-- Involved Parties -----

Role	Name
Applicant	Grunbaum

-- Activities -----

Activity Name	Status
Ba Single Hse (Neighbour Cons)	Approved



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

03-JUL-2026 13:18

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 4 of 6

Application DA999756 **Lodged** 21-DEC-99 **Type** Single Dwelling

-- Application Details -----

Description

ALTERATIONS

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Mawson	27	11-11	
Woden Valley	Mawson	27	24-24	

-- Involved Parties -----

Role	Name
Applicant	Harman

-- Activities -----

Activity Name	Status
Ba Single House	Approved

Application DA931052 **Lodged** 19-FEB-93 **Type** Single Dwelling

-- Application Details -----

Description

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Mawson	27	12-12	
Woden Valley	Mawson	27	24-24	

-- Involved Parties -----

Role	Name
Applicant	Grunbaum

-- Activities -----

Activity Name	Status
Residential Design & Siting	Approved

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

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



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LEASE CONVEYANCING ENQUIRY REPORT

Page 5 of 6

Sect	Blk	DA No.	Description	Overlay Policy	Status
16	8	202544067	PLANNING ACT 2023 - AMENDMENT TO DA202544067-S168B PROPOSAL FOR COMMUNITY ACTIVITY CENTRE AND LEASE VARIATION. Amendment to development application for Partial demolition of existing structures and tree removal, construction of a new single storey community activity centre, storage rooms, at grade parking and paving, landscaping and associated works. Lease variation to the gross floor area clause to increase from 1000 square metres to 1400 square metres which is still under consideration - the amendment is to add overhead electrical wires, 1.5m access provided along easement, removal trees marked, and removal of retaining wall, updated plans provided, amended elevation, addition and revised sections.	Approval Conditional	29-JUN-26

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.



**STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601**

03-JUL-2026 13:18

**PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT**

Page 6 of 6

URBAN FOREST ACT 2023

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

---- END OF REPORT ----

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

The Owners - Units Plan No. 3765

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: **57**
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	Euan Ruddick	7 Stops Place Chifley ACT 2606
Secretary	Abigail Catucod	17/86 Mawson Drive MAWSON ACT 2607
Treasurer	Stephen Taylor	
Committee	Brendan Hockey	9/86 Mawson Drive MAWSON ACT 2607

Funds Details

Contributions payable to Administration Fund:

Total amount last determined with respect of the unit **\$3,078.00**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/03/26 to 31/05/26	769.50	15/05/26	05/05/26	0.00	15/05/26
01/06/26 to 31/08/26	769.50	01/08/26		0.00	01/08/26
01/09/26 to 30/11/26	769.50	01/11/26		0.00	01/11/26
01/12/26 to 28/02/27	769.50	01/02/27		0.00	01/02/27

UNIT TITLE SALE CERTIFICATE**Section 119 (1) (a)****Units Plan No. 3765 - Unit 5**Amount (if any) outstanding (credit shown with -) **\$769.50**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

\$946.20

Number of instalments payable

4

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/03/26 to 31/05/26	236.55	15/05/26	05/05/26	0.00	15/05/26
01/06/26 to 31/08/26	236.55	01/08/26		0.00	01/08/26
01/09/26 to 30/11/26	236.55	01/11/26		0.00	01/11/26
01/12/26 to 28/02/27	236.55	01/02/27		0.00	01/02/27

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

\$236.55Paid 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**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

Purpose	Fund
---------	------

Interest Owing

Amount

Due Date

Amount Due

Nil

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

Nil

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

Nil

UNIT TITLE SALE CERTIFICATE**Section 119 (1) (a)****Units Plan No. 3765 - Unit 5****Insurance Policies**

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Due Date	Date when last premium paid	Amount of last premium
<i>BUILDING</i> LONGITUDE INSURANCE	LNG-STR-20304562	9,383,000.00	14/12/26		13,851.65
<i>LOSS OF RENT</i> LONGITUDE INSURANCE	LNG-STR-20304562	1,407,450.00	14/12/26		
<i>BUILDING CATASTROPHE</i> LONGITUDE INSURANCE	LNG-STR-20304562	1,407,450.00	14/12/26		
<i>PUBLIC LIABILITY</i> LONGITUDE INSURANCE	LNG-STR-20304562	50,000,000.00	14/12/26		
<i>FIDELITY GUARANTEE</i> LONGITUDE INSURANCE	LNG-STR-20304562	100,000.00	14/12/26		
<i>OFFICE BEARERS</i> LONGITUDE INSURANCE	LNG-STR-20304562	5,000,000.00	14/12/26		
<i>VOLUNTARY WORKERS</i> LONGITUDE INSURANCE	LNG-STR-20304562	\$200,000/\$2,000	14/12/26		
<i>GOVT AUDIT COSTS</i> LONGITUDE INSURANCE	LNG-STR-20304562	30,000.00	14/12/26		
<i>APPEAL EXPENSES</i> LONGITUDE INSURANCE	LNG-STR-20304562	100,000.00	14/12/26		
<i>COMMON AREA CONTENTS</i> LONGITUDE INSURANCE	LNG-STR-20304562	93,830.00	14/12/26		
<i>LEGAL DEFENSE</i> LONGITUDE INSURANCE	LNG-STR-20304562	50,000.00	14/12/26		

Fund Balances

Balances as at: 08 July 2026

Administrative Fund 52,004.11

Sinking Fund 71,462.11

Developer Control Period

Developer Control Period Expiry Date: Yes

Borrowed Money

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

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 3765 - Unit 5

Sustainability Infrastructure

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

Crown Lease Extension Application

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

No

Ongoing Development Approval

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

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

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

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

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 3765 - Unit 5

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

DMcCarthy



Dated at Canberra the **08 July 2026**



Issue date: 04 December 2025

Certificate of Insurance

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

INSURED:	The Owners of Unit Plan 3765	
INTERESTED PARTY(S):	Name	Classification
DESCRIPTION OF INSURED BUSINESS:	Residential Strata	
SITUATION OF RISK:	86 MAWSON DRIVE, MAWSON, ACT 2607	
SECTION 1:	<u>Property - Physical Loss, Destruction or Damage</u> Buildings - \$9,383,000.00 Common Contents - \$93,830.00	
SECTION 2:	<u>Voluntary Workers Personal Accident</u> Accidental Death & Disablement - Insured Weekly Benefits - Insured	
SECTION 3:	<u>Office Bearers' Liability</u> Limit of Indemnity - \$5,000,000.00 in the aggregate Period of Insurance	
SECTION 4:	<u>Fidelity Guarantee</u> Limit - \$100,000.00 in the aggregate Period of Insurance	
SECTION 6:	<u>Public Liability</u> Limit of Indemnity - \$50,000,000.00 each and every Occurrence	
SECTION 7:	<u>Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses</u> (a) Taxation and Audit Costs Limit of Indemnity - \$30,000 in the aggregate Period of Insurance (b) Workplace Health and Safety Breaches Limit of Indemnity - \$150,000 in the aggregate Period of Insurance (c) Legal Defence Expenses Limit of Indemnity - \$50,000 in the aggregate Period of Insurance	
POLICY NUMBER:	LNG-STR-20304562	
PERIOD OF INSURANCE:	14 December 2025 expiring on 14 December 2026 at 4pm Local Standard Time	
INSURER:	Chubb Insurance Australia Limited	

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

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

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

Insurance Valuation Report

For

86 Mawson Drive

86 Mawson Drive, Mawson

Scheme Number: 3765



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 182431

24 November 2022

Professional Indemnity Insurance Policy Number 96 0968886 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



REPORT CONTENTS

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

SECTION 1 – INSURANCE VALUATION SUMMARY

1.1 Purpose of Report

We have been instructed by the Body Corporate to provide a building replacement valuation report which estimates the reinstatement costs of the building/s and associated common property improvement and body corporate assets for insurance purposes situated at **86 Mawson Drive, Mawson.**

1.2 Property Address

The property is situated at **86 Mawson Drive, Mawson.**

1.3 Description of Building

The property comprises five residential apartments and twelve double storey townhouses in two separate blocks and with allocated single car spaces in a secure basement level garage. Common property includes access driveway pavings, boundary walls & fences and site landscaping. In accordance with the plans provided the date of registration is 2012.

1.4 Client

The Owners for 86 Mawson Drive.

1.5 Reinstatement Cost Assessment Value

Reinstatement Cost Assessment Value: \$6,540,000 (Inc GST)

1.6 Inspector Details

Inspector Number

1005



Signed for and on behalf of QIA Group Pty Ltd

SECTION 2 – INSURANCE VALUATION REPORT

2.1 Reinstatement Cost Assessment Value

The Reinstatement Cost Assessment Value represents the 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 Reinstatement Cost Assessment Value also estimates the professional fees associated with compilation of design documentation and drafting of plans.

2.2 Loss of Revenue

The Insurance Valuation represents reinstatement 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 including:

- Estimated Cost of constructing a similar building on the same site;
- Allowance for cost escalation during the claim settlement period and time for planning, calling tenders, and fit out;
- Professional and authority fees relating to the demolition, and the new building;
- Costs of making the damaged building safe, demolition and site clearance;
- Cost Escalation in the likely time lapse between the building insurance anniversary date and the date of the event which triggers a reinstatement event.

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: \$4,990,000

Allowance for Cost Escalation during the following:

Demolition, 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 relevant period \$450,000

Progressive Subtotal: \$5,440,000

Professional Fees: \$490,000

Progressive Subtotal: \$5,930,000

Demolition and Removal of Debris: \$250,000

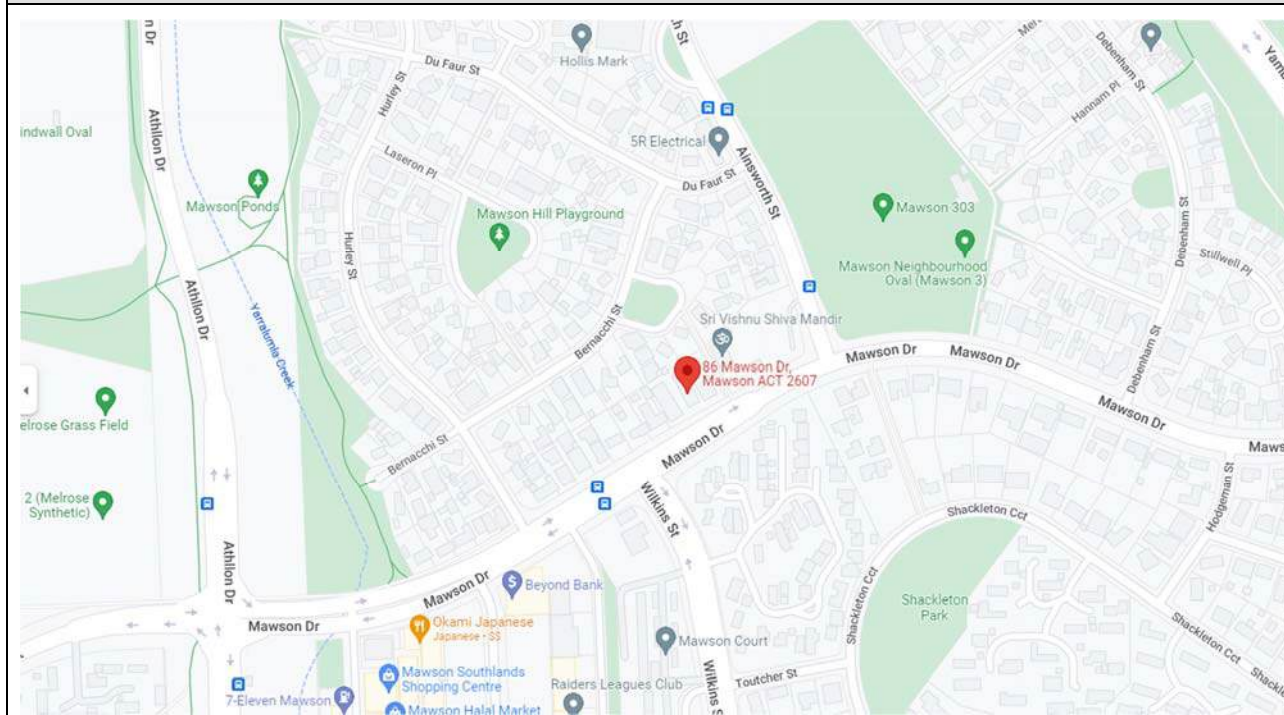
Progressive Subtotal: \$6,180,000

Cost Escalation for Insurance Policy Lapse Period: \$360,000

Progressive Subtotal: \$6,540,000

Reinstatement Cost Assessment Value: \$6,540,000 (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: Concrete.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Brick.

EXTERNAL WALL FINISHES: Face brick.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Timber/steel framed pitched.

ROOFING: Clip lock.

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';
- Any tenancy works and contents;
- 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 specialised equipment or services not visible at the time of inspection;
- 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;
- Any heritage listing that may apply; 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



Novo - Sinking Fund Forecast

(UP3765 - Novo @ Mawson)

Motions

RESOLVED that the owners corporation:

1. **not accept** the Acumentis Sinking Fund Forecast as provided on 4 March 2026;
2. **requests** that Signature Strata ask Acumentis to clarify issues raised (in this document) and provide a corrected and updated reports regarding other issues by 31 May 2026;
3. **determines** that Acumentis not be used as a supplier for Sinking Fund Forecasts or other professional reports in the future; and
4. **adopts** the modified Treasurer's Sinking Fund Forecast for the FY 26/27 financial year.

Summary

This document serves two purposes, being:

1. A business paper containing recommendations for the NOVO Sinking Fund Forecast to be considered at the AGM 2026; and
2. A record, for present and future Owners, of the issues identified in the Sinking Fund Forecast provided by Acumentis¹.

The Acumentis Sinking Fund Forecast report received in early March 2026 is considered deficient and quite probably inaccurate in a number of areas by the Treasurer.

A key recommendation is that the report in its present form NOT be accepted in its entirety by the Owners Corporation; however, elements should be used for Sinking Fund planning by the Owners Corporation.

Background

The Owners Corporation, while under the Strata Management of Civium Strata authorised a new Sinking Fund Forecast (SFF) some three (3) plus years ago. The supplier, QIA, failed to adequately make enquiry regarding the property and prepared a "desk only"² based report.

A review of the QIA report indicated serious deficiencies and errors for which Civium Strata were asked to seek a resolution. Civium failed to do so prior to the

¹ The existing Treasurer may cease to be an Owner in the FY26/27 year. The document is designed to assist present and future Owners with a detailed description of issues identified in the Acumentis report.

² "Desk only" means no visit to the property or Strata Manager was undertaken to properly determine requirements.

Novo - Sinking Fund Forecast

Strata Management being passed over to Signature Strata. The Owners Corporation, while awaiting a resolution, that was unlikely to be forthcoming, resolved to use the Treasurer's alternative SFF until such time as an alternate report had been obtained from another supplier.

Owners, at the AGM 2025, resolved to use QS Solutions to prepare a new Sinking Fund Forecast to be presented to the AGM 2026. QS Solutions, although providing quotes to Signature Strata prior to AGM 2025, were unresponsive when a Work Order was issued.

The Executive Committee determined that it was unlikely a new SFF would be provided by QS Solutions and authorised the issue of a Work Order to Acumentis. Acumentis were equally as slow responding, finally undertaking the work in late September 2025. After on-going pressure from Signature Strata, Acumentis delivered a new SFF on 4 March 2026, around nine (9) months after the original Work Order.

The report was immediately reviewed by the Treasurer and found to be deficient and erroneous in a number of areas. In simple terms the Owners received "a pretty report that is pretty useless". Specific issues identified are detailed below.

Sinking Fund Forecast - Issues

Issues identified with the Acumentis SFF are categorised as follows:

- a) General Issues
- b) Repairs and Maintenance
- c) Timing of replacements
- d) Items requiring clarification
- e) Missing items

General Issues

Who is the Client?

Acumentis' lack of professionalism is clearly identified in several places in the report where they believe their Client is Signature Strata NOT the Owners of Units Plan 3765.

Adequate and Proper Enquiry

Acumentis in Section 2.2 state they consulted with the Owner's Representative, the nominated person being the Treasurer. No contact was made and this statement should be struck from the report as it may imply to readers in the future that the Owners' Representative failed in their duty.

Other aspects of the report indicate that Acumentis did not make adequate enquiry of Signature Strata, eg. the apparent oversight that fences had been replaced in the last five years and the building painted even more recently.

Novo - Sinking Fund Forecast

The Treasurer considers these representations are both dishonest and show a lack of integrity, at best it shows a lack of professionalism.

Report Time Frame

Acumentis imply that they have gone further than required by the legislation, which is a 10 year plan, thus providing better value to the Owners. Accordingly, the SFF provided spans 15 years.

In doing so Acumentis in their methodology (for levy contributions) take the existing Sinking Fund Balance (which should be \$66,037.79 not \$54,419.33) and applies an equal proportion of the existing balance as a reduction to each year's contributions over 15 years³, instead of the legislated 10 years.

The net result of this approach (including errors) is an annual effect of requiring an additional \$2,975 plus in annual levy contributions across all units, ie. \$2.98 per unit entitlement.

This methodology is also questionable as it fails to take into account the time value of money, ie. \$2,975 in year 1 is likely to be worth less than 50% of that value at the end of 10 or 15 years.

A more appropriate approach to handle the opening balance is to:

1. Determine what the opening balance of a properly funded Sinking Fund should be at the start of the SFF.
2. Determine the shortfall or excess of funds held in the Sinking Fund.
3. Recommend a course of action to resolve the shortfall (or handle the excess).

Assuming most Sinking Funds will show a shortfall, including Novo, then generally two options would be available, being

- a) Redress the shortfall by a single Special Levy - this would be suitable for a small shortfall or where there is a known short-term requirement to draw down a fully funded Sinking Fund; or
- b) Progressively redress the balance issue over a number of years.

Option (b) is recommended in the Novo Budget FY 26/27.

Interest on Investments

In the same manner as the report allows for a 4.5% increase in costs, it is only appropriate that provision be included in the SFF for interest on funds invested. The report fails to acknowledge that the Owners have an active funds investment strategy which attracted over \$2,000 in interest earnings in FY 25/26.

³ See Cashflow Forecast in report (Page 4) - noting page numbers restart after the first instance of page 3.

Novo - Sinking Fund Forecast

Failure to allow for interest on invested funds means that Acumentis recommended annual levy contributions for FY 26/27 have been uplifted by around \$2,000 or \$2.00 per unit entitlement. As the fund balance increases in future years this disparity becomes larger.

Acumentis Sinking Fund Contribution Calculation

Acumentis in the Cash Flow Forecast recommend a "Budgeted Annual Contribution". After reading the report several times the Treasurer has neither found a logical basis nor a described methodology for calculating the amounts.

It is assumed that the Acumentis SFF model has an underlying methodology which they do not wish to share. The failure to properly explain the calculation **casts significant doubt on the veracity of the SFF as this line item is the most critical to Owners.**

Repairs & Maintenance

The Administrative Fund of an Owners Corporation is designed to meet expenditures that occur regularly on a twelve (12) month cycle (eg. insurances) or at a greater frequency (eg. gardening, cleaning).

In addition, it is common practice to charge lower value, irregular repairs and maintenance, eg. a leaking tap, broken light to the Administrative Fund.

The Sinking Fund is designed to meet major Capital Works expenditures that will occur infrequently.

In between both of the above are repairs and maintenance (which generally help defer major replacement expenditures⁴) that occur every two to five years on an irregular basis.

The Acumentis report includes these expenditures in the SFF, elevating the contribution requirements to the Sinking Fund and probably reducing some repairs & maintenance contribution requirements to the Administrative Fund. The approach taken is acceptable; however, it is inconsistent with the Owners Corporation's approach.

Novo Owners have an active annual Maintenance Plan for key items. The plan is updated periodically. Lower value expenses are charged to the Administrative Fund and the provisions made in each years budget generally cover these outlays. A sudden unexpected large outlay is paid from the Sinking Fund and, if required, levy contributions are adjusted in future years to account for the outlay.

⁴ By way of example a new car can be periodically maintained per the manufacturers service schedule and its engine may keep going throughout the life of the vehicle OR no maintenance can be undertaken and the engine requires a full replacement in say 5 years.

Novo - Sinking Fund Forecast

The Acumentis report effectively results in some double counting and certainly does for items marked as annual outlays.

In this regard, the Treasurer recommends removal of these items, with some exceptions below, from the SFF and a continuance of the existing approach. The change will result in a lower Acumentis recommended annual Sinking Fund contribution requirement of \$10,000 to \$15,000 per annum (or \$10 to \$15 per unit entitlement). **It is important to stress this does NOT mean Owners existing contribution levels will be reduced by the amount above.**

Due to their nature the following exceptions should stay in the SFF Plan:

- Driveway, Footpath & Paved Areas - Concrete - Repair; and
- Driveway, Footpath & Paved Areas - Waterproof - Reseal/Repair.

Timing of Replacements

There is a general concern about the SFF timing for some replacements. Indeed, actuaries, quantity surveyors, builders and suppliers would most probably not have an independently derived consensus on the lifetime of items.

Roof Replacement

The most significant outlay proposed in the SFF is essentially a replacement of the existing metal roof (and directly associated items) which involves a future outlay of just under \$500,000 in 2036/37 (stated in 2036/37 costs). The life expectancy of the metal roof is set at 25 years.

The Treasurer, who has been responsible for buildings with metal roofs, suggests that the Acumentis life expectancy is very low (and derived without a condition inspection). A properly maintained metal roof can comfortably provide a service life of 50 plus years. Roof replacement in 2061/62 may cost \$1.5m (in 2061/62 dollars); however, the Acumentis approach would suggest two outlays over 50 years, one of \$500,000 plus another of \$1,500,000 (\$2m in total ignoring the time value of money). Whereas a 50 year life cycle would only involve a single outlay of \$1.5m (in 2061/62 dollars). Essentially timing is important.

In 2026/27 terms the Acumentis SFF essentially requires an annual levy contribution for two roof replacement of \$26,000 (\$26 per unit entitlement), as distinct from \$13,000 (\$13 per unit entitlement) for a single 50 year replacement.

One must also ask - would the complex have been sold and redeveloped at or around 50 years?

The Treasurer recommends that with respect to this single item the life expectancy be increased to 50 years, while acknowledging that regular maintenance will be carried out to address waterproofing failures, leaks, tightening or replacement of roof screws, etc.

Painting

Our building was repainted in FY 24/25 and should have been evident to an on-site inspection or by someone making proper enquiry, yet the Acumentis report suggests it was painted at the 10 year mark and will require re-doing in six years.

Further, although the item is not clear in the SFF, repainting of the Modwood fencing is also included. The Modwood fencing replaced old wooden fencing slats some 5 years ago and does not require painting for its estimated life of 30 years.

Painting of Colorbond items is also recommended by Acumentis - these items should not require painting for their lifetime - although some touch up may be required when minor damage occurs.

Finally, the scheduling of Line Markings (paintwork) entirely ignores the recency FY 25/26) of the work on this item.

The only exception in the report is the painting of flashings - which was not done during the building repaint.

The SFF report needs adjustment for painting items.

Items Requiring Clarification

The following items require clarification from Acumentis.

Screen - Steel Mesh

This item is unclear - it is assumed that this is the mesh screen between the garage and visitor bays; however, it could be all flyscreens and doors to each unit. If it is the latter the provision is very low as a good flywire door now costs over \$1,000 installed, which would mean a minimum outlay of \$17,000.

For the purposes of the Sinking Fund Plan in FY 26/27 the item has been treated as the garage mesh fence.

It is noted that, the existing Sinking Fund Forecast provides for flyscreen replacements.

Given that flyscreens are directly associated with each Unit, it is probable that consideration should be given to a resolution that makes each Unit Owner responsible for their own screen repair and/or replacement. The style and finish must, however, be consistent with that used in the property. The main rationale for this is that each Owner's use/abuse of screen fittings may vary considerably, especially when under a tenancy. This action will reduce the impost on the Sinking Fund in future years.

Novo - Sinking Fund Forecast

Roof - Drainage - Grate

It is not clear what this item covers as the two driveway drainage grates are covered elsewhere in the SFF. A Google Earth check does not indicate that any roof drainage grate exists.

Fencing - Corrugated - Metal

Acumentis does not clarify what this item is specifically covering and what allowance has been made.

Specifically, Novo external boundary fencing is a 50/50 split under the Dividing Fences legislation; however, where it fronts Government land (ie. Units 11 to 17 backing onto the footpath) the Novo complex would pay for the full replacement.

Internal fences separating a Unit from Common Property is designated as a 50/50 split between Owner/Owners Corporation.

Other metal fences between individual units are, I believe, is a 50/50 split between individual unit owners.

Notwithstanding, the replacement provision seems significantly understated (\$3,603 as the current cost).

Fixtures - Entry Gate

This item is not clear, being in the singular. The closest we have to an entry gate is the garage roller door which is covered elsewhere. We do not have an entry gate BUT Units do have entry gates (plural).

Security System - CCTV - Replace

Novo's security system was fully repaired in FY 25/26. Noting that, except for the technological age of the NVR unit, the suggestion a full replacement would be required in five (5) years is a nonsense. The system wiring is unlikely to need replacing for well over 10 years and the cameras, barring damage or complete failure should keep working for more than five years.

In addition, the provision (\$6,600) is excessive – all cameras and the NVR could be replaced for less than this amount. Indeed, the most likely cost will be the swap-out of the existing NVR which can be supplied/installed today for less than \$2,000. A new NVR, including new disks, should not exceed \$1,400 from a good supplier.

Missing Items

The report is deficient with respect to a number of items, being:

- a) Matrix Panels (purple panels) – major repair/replace
- b) Storage Cage Mesh – partial replacement
- c) Heavy Duty Garage Entry doors – replacement
- d) Common Pipework – partial replacement
- e) Garage Toilet/basin replacement

Novo - Sinking Fund Forecast

- f) Tiling - replacement
- g) Traffic mirrors - replacement
- h) Height Safety System - replacement/upgrade
- i) Flywire (windows and doors) - replacement
- j) Fire extinguisher - replacement

Acumentis to clarify where these items are covered AND/OR adjust the report.

Actions

First, in light of the Acumentis SFF report and its considerable deficiencies the Treasurer has updated the existing Sinking Fund Forecast that has been used for the last few years, with respect to coverage, costings, life expectancies, etc. A resolution is proposed to adopt the Treasurer's modified SFF. Actual levy contributions arising from the Treasurer's SFF is a matter to be resolved under the Budget FY 26/27 business item.

A key outcome of the Acumentis SFF and the Treasurer's SFF is that present contribution levels to the fund will be inadequate to meet expected outlays in the long-term; however, a progressive increase in annual levy contributions can redress this without the need for Special Levies.

Second, a key action is for Signature Strata to approach Acumentis to seek clarification on matters raised and the issue of a corrected/adjusted report that addresses the matters of concern.

Attachments

- ◇ Acumentis Sinking Fund Forecast (issued 4 March 2026)
- ◇ Treasurer's 10 Year Sinking Fund Plan

Created: 2026-03-10 14:00

Updated: 2026-03-12 11:34

Novo @ Mawson

UP3765 - 86 Mawson Drive, MAWSON ACT 2607

Sinking Fund Forecast

Item	Current Cost	Next Due	Total Life	Remain Life	Accrual at 28-Feb-26	FY 26-27 Outlay	FY 27-28 Outlay	FY 28-29 Outlay	FY 29-30 Outlay	FY 30-31 Outlay	FY 31-32 Outlay	FY 32-33 Outlay
SUPERSTRUCTURE												
Repaint Building/Balcony/Ceilings/Soffits, &c	\$ 39,114	2035	10	9	\$ 3,743							
Maintain Louvers / Flyscreens (25%)	\$ 10,500	2031	10	6	\$ 4,019						\$ 13,085	
Replace balustrades/handrail fixings	\$ 25,803	2031	20	6	\$ 17,284						\$ 32,155	
Replace Planter Box Membrane/Brickwork	\$ 4,370	2031	20	6	\$ 2,927						\$ 5,446	
BASEMENT												
Repaint Line marking	\$ 2,000	2035	5	5	\$ -					\$ 2,492		
Repaint Doors / Storeroom / W/c / Bollard	\$ 3,000	2035	10	9	\$ 287							
Provision to replace garage door	\$ 6,050	2041	30	16	\$ 2,823							
Maintain garage door running gear (5 yearly)	\$ 475	2031	15	14	\$ -					\$ 592		
Replace garage door motor	\$ 5,000	2031	8	6	\$ 1,250						\$ 6,231	
DRIVEWAY												
Replace Drainage Grates x 2	\$ 3,300	2036	25	11	\$ 1,768							
Maintain pathways (50% every 20yrs)	\$ 6,995	2031	20	6	\$ 4,686						\$ 8,717	
Maintain driveway (50% every 20yrs)	\$ 15,479	2031	20	6	\$ 10,369						\$ 19,290	
Replace traffic mirrors	\$ 520	2026	15	0	\$ 485	\$ 520						
Safety Markings	\$ 485	2028	3	3	\$ -			\$ 530			\$ 605	
EXTERNAL WORKS												
Maintain common pipework	\$ 2,184	2027	8	2	\$ 1,567		\$ 2,282					
FENCING												
Replace Colorbond fencing (Part in 25 yrs)	\$ 3,603	2036	25	11	\$ 1,931							
Replace Modwood slat fencing (incl balustrade)	\$ 40,792	2051	30	26	\$ 5,205							
Replace masonry wall (Pt Every 15 yrs)	\$ 1,640	2041	15	15	\$ -							
FURNITURE & FITTINGS												
Maintain signage (incl. Novo sign)	\$ 2,600	2040	15	15	\$ -							
Provision to replace mailboxes	\$ 6,930	2041	30	16	\$ 3,094							
Install/replace sensors/exits/emergency lights	\$ 1,100	2026	5	0	\$ 842	\$ 1,100					\$ 1,371	
Replacement of external lighting	\$ 6,545	2026	15	0	\$ 5,846	\$ 6,845						
Provision to replace doors closers	\$ 500	2032	7	6	\$ 898						\$ 650	\$ 496
AMENITIES												
Repaint wall/ceiling (in Building Paint)	\$ -	2035	10	9	\$ -							
Maintain floor tiles (25% every 7 yrs)	\$ 750	2032	7	6	\$ 1,435							\$ 1,954
Replace toilet and basin	\$ 1,500	2026	15	0	\$ 1,340	\$ 1,500						

UP3765 - 86 Mawson Drive, MAWSON ACT 2607
Sinking Fund Forecast

Page 2

Novo @ Mawson

UP3765 - 86 Mawson Drive, MAWSON ACT 260
Sinking Fund Forecast

Item	FY 33-34 Outlay	FY 34-35 Outlay	FY 35-36 Outlay	FY 36-37 Outlay
SUPERSTRUCTURE				
Repaint Building/Balcony/Ceilings/Soffits, &c		\$ 58,127		
Maintain Louvres / Flyscreens (25%)				
Replace balustrades/handrail fixings				
Replace Planter Box Membrane/Brickwork				
BASEMENT				
Repaint Line marking			\$ 3,105	
Repaint Doors / Storeroom / W/c / Bollard		\$ 4,458		
Provision to replace garage door				
Maintain garage door running gear (5 yearly)			\$ 738	
Replace garage door motor				
DRIVEWAY				
Replace Drainage Grates x 2				\$ 5,125
Maintain pathways (50% every 20yrs)				
Maintain driveway (50% every 20yrs)				
Replace traffic mirrors				
Safety Markings		\$ 690		
EXTERNAL WORKS				
Maintain common pipework			\$ 3,245	
FENCING				
Replace Colorbond fencing (Part in 25 yrs)				\$ 5,595
Replace Modwood slat fencing (incl balustrade)				
Replace masonry wall (Pt Every 15 yrs)				
FURNITURE & FITTINGS				
Maintain signage (incl. Novo sign)				
Provision to replace mailboxes				
Install/replace sensors/exits/emergency lights				\$ 1,708
Replacement of external lighting				
Provision to replace doors closers				
AMENITIES				
Repaint wall/ceiling (in Building Paint)		\$ -		
Maintain floor tiles (25% every 7 yrs)				
Replace toilet and basin				

Novo @ Mawson

UP3765 - 86 Mawson Drive, MAWSON ACT 260

Sinking Fund Forecast

Item	FY 33-34 Outlay	FY 34-35 Outlay	FY 35-36 Outlay	FY 36-37 Outlay
FIRE PROTECTION SYSTEMS				
Replace fire hose reel			\$ 1,961	
Replace portable fire extinguishers				\$ 1,274
ROOF				
Replace guttering (incl barge/fascia)				\$ 41,390
Replace metal roof (incl w/proof,flashing, grate)				
Replace metal downpipes				\$ 18,636
Height Safety System				
SECURITY				
Security cameras, locks, etc			\$ 4,459	
Replace garage/visitor bay mesh fencing				
Replace storage cage fencing (25%)				
TOTAL ANNUAL ACCRUAL	\$ -	\$ 63,275	\$ 13,508	\$ 73,728
PROJECTION				
OPENING BALANCE	\$ 315,430	\$ 360,652	\$ 345,656	\$ 381,213
PLUS Required Levy Contribution	\$ 45,222	\$ 48,279	\$ 49,065	\$ 52,575
LESS Scheduled Expenditures	\$ -	\$ 63,275	\$ 13,508	\$ 73,728
CLOSING BALANCE	\$ 360,652	\$ 345,656	\$ 381,213	\$ 360,060
ACTUAL				
OPENING BALANCE	\$ 190,241	\$ 257,551	\$ 271,126	\$ 342,038
PLUS Actual Levy Contribution	\$ 61,910	\$ 69,650	\$ 76,620	\$ 82,370
PLUS Special Levy				
PLUS Other Amounts	\$ 5,400	\$ 7,200	\$ 7,800	\$ 10,200
LESS Scheduled Expenditures	\$ -	\$ 63,275	\$ 13,508	\$ 73,728
CLOSING BALANCE	\$ 257,551	\$ 271,126	\$ 342,038	\$ 360,880
SHORTFALL / EXCESS	\$(103,101)	\$(74,530)	\$(39,175)	\$ 820
TERM DEPOSIT (IBD)	\$ 180,000	\$ 240,000	\$ 260,000	\$ 340,000

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	UP3765						
A2	General Meeting: Date (or dates) of general meeting at which the reduced quorum decision or decisions were made 09/04/2026 ☒ 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 <table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 20%;">Date of decision</th> <th>Full text of reduced quorum decision</th> </tr> </thead> <tbody> <tr> <td>09/04/2026</td> <td>See attached Minutes</td> </tr> <tr> <td>___ / ___ / ____</td> <td></td> </tr> </tbody> </table>	Date of decision	Full text of reduced quorum decision	09/04/2026	See attached Minutes	___ / ___ / ____	
Date of decision	Full text of reduced quorum decision							
09/04/2026	See attached Minutes							
___ / ___ / ____								
A4	Owners Corporation declaration 13/04/2026 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 3765 "NOVO"
86 MAWSON DRIVE, MAWSON ACT 2607**

DATE HELD: Thursday 09 April 2026 - 12:00 PM

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

Present

S Taylor (unit 7), E Ruddick (unit 11), A Catucod (unit 17) K Mauro & E Palmer (Signature Strata)

Absentee Voting

Nil

Apologies

Nil

Proxy Holder

R Hundy

Representing

B Hockey (Unit 9)

Chairperson

E Ruddick (unit 11)

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 28 March 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 Honan is summarised below.

Insurer & Policy No:	LONGITUDE INSURANCE / LNG-STR- 20304562
Renewal Date:	14 December 2026
Building Sum Insured:	\$9,383,000.00
Excesses:	\$2,000.00 standard
Base Premium:	\$10,264.51
Underwriting Agency Fee	\$275.00
Broker Fee	\$2,052.90
GST	\$1,259.24
Signature Strata Commission	(Honan) Up to 25% of the base premium 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:	24 September 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 UP3765 endorse continued Brokerage services through the existing broker, Honan.*

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

MOTION 5. *That the Owners Corporation adopt the insurance valuation report obtained on 24 September 2025.*

MOTION CARRIED

INSURANCE CLAIMS

It was noted that there are no open insurance claims

FINANCIALS

MOTION 6. *That the financial statements from 1 March 2025 to 28 February 2026 be accepted as presented.*

MOTION CARRIED

SINKING FUND

The Owners Corporation of UP3765 obtained their Sinking Fund Forecast Report on 23 February 2021 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 23 February 2025. A copy of the Sinking Fund Forecast is available through the owners portal.

MOTION 7. Please refer to the attached document: Novo - Sinking Fund Forecast

That the owners corporation of UP3765:

- 1. not accept the Acumentis Sinking Fund Forecast as provided on 4 March 2026;*
- 2. requests that Signature Strata ask Acumentis to clarify issues raised (in this document) and provide a corrected and updated reports regarding other issues by 31 May 2026;*
- 3. determines that Acumentis not be used as a supplier for Sinking Fund Forecasts or*
- other professional reports in the future; and*
- 4. adopts the modified Treasurer's Sinking Fund Forecast for the FY 26/27 financial year.*

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.

Novo 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.

An owner has indicated that they would like pressure cleaning conducted to the driveways. If the Owners Corporation would like to consider this item, they may wish to adjust the Proposed Budget accordingly.

It was agreed by those present to obtain quotes for pressure washing the driveway and stairwells. The expenditure has not been included in the 2026/2027 Budget but will be used out of surplus, should the quotes be reasonable.

It was raised that the standard of the Cleaners was not acceptable. it was discussed that even though the cleaners have slightly improved, they are still not cleaning at the expected standard and approved scope of works. K Mauro will reiterate with New Generation Cleaning the agreed scope of works.

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, Dedicated 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.

The following authorisations, Delegations and Appointments are in place.

- The Executive Committee are authorised to make determinations regarding investment of funds into interest bearing term deposits.

FLYWIRE DOORS AND SCREENS

At present Flywire Doors and Screens are maintained and replaced at Owners Corporation expense. Repairs and replacements depend on appropriate use, treatment and maintenance. Tenants tend to be "harder" on these items than Owners. Accordingly, depending upon the above factors the other Owners may be paying indirectly for poorly maintained/cared for flywire doors and screens.

It was proposed that the responsibility for proper maintenance, repair and replacement be transferred to individual Unit Owners. It is understood that this process will require a Special Resolution at an EGM or AGM to change the Novo Rules and register the change.

The total cost of this change is not expected to exceed \$3,000.

It was agreed to hold off on engaging Kerin Benson Legal, until closer to the end of the financial year to ensure there is adequate surplus to fund the legal fees involved with drafting the required rules. The rule may then be adopted at the 2027 AGM.

- MOTION 9.** *That the Owners Corporation agree to:*
- 1) Engage Kerin Benson (Lawyers), to provide advice on a change to the Owners Corporation Rules to:*
 - a) pass responsibility for the maintenance, repair and replacement of each Unit's flywire doors and screens to individual Owners of each unit;*
 - b) require that maintenance and repair be undertaken in a timely manner; and*
 - c) replacements are to of the same standard, finish and colour as others in the Novo Complex*
 - 2) Request that Kerin Benson (Lawyers), if appropriate:*
 - a) draft an appropriate change to the Owners Corporation Rules; and*
 - b) draft a Motion to adopt the proposed rule change.*
 - 3) Request that the Strata Manager, on receipt of all appropriate documentation, determine in consultation with the Executive Committee, an appropriate meeting time to consider the Motion/s and Rule changes.*

MOTION CARRIED

BUDGET DEBATE

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

S Taylor noted that adjustments were made prior to the AGM to the expenditure figures to account for the difference in the insurance premium and the Strata Management Agency Agreement. This was necessary because Signature Strata made the decision to no longer accept commissions on the insurance policy.

Please refer to the attached actual budget for the 2026/2027 financial year. The amounts remain unchanged, as the differences balance out within the approved expenditure.

MOTION 10. *That the proposed Administrative Fund Expenditure Budget of \$55,400.00 for the period 1 March 2026 to 28 February 2027 be adopted.*

MOTION CARRIED

MOTION 11. *That the proposed Sinking Fund Expenditure Budget of \$10,785.00 for the period 1 March 2026 to 28 February 2027 be adopted.*

MOTION CARRIED

MOTION 12. *That the Owners Corporation determines an Administrative Fund Levy Contribution of \$54,000.00 for the twelve-month period, commencing 1 March 2026 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 01/05/2026, 01/08/2026, 01/11/2026 & 01/02/2027.*

MOTION CARRIED

MOTION 13. *That the Owners Corporation determines a Sinking Fund Levy Contribution of \$16,600.00 for the twelve-month period, commencing 1 March 2026 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 01/05/2026, 01/08/2026, 01/11/2026 & 01/02/2027.*

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 6 May 2024 and expires on 6 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 14.** That the Owners Corporation of UP3765 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

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.*

*S Taylor (unit 7)
B Hockey (Unit 9)
E Ruddick (unit 11)
A Catucod (unit 17)*

MOTION CARRIED

GENERAL BUSINESS

Bulky Waste:

An owner has raised interest in conducting a complex wide bulky waste collection once a year. *It was agreed that the OC will arrange a bulky waste collection. K Mauro to facilitate.*

Tree:

An owner has raised their concerns regarding a larger tree inside the boundary of the neighbouring block.

It was discussed that the Tree located in the neighbouring block is a potential risk. K Mauro to send a letter to the neighbours requesting that they engage an arborist to investigate if the tree is at risk of falling.

CLOSURE

There being no further business the chairperson declared the meeting closed at **12:35 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	UP3765
A2	General Meeting: Date (or dates) of general meeting at which the reduced quorum decision or decisions were made 28/03/2025 ☒ 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
	03/04/2025	See attached Minutes
	___ / ___ / ____	
A4	Owners Corporation declaration	
	03/04/2025 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 ANNUAL GENERAL MEETING 2025 OWNERS OF UNITS PLAN 3765 "NOVO"

DATE HELD: Friday, 28th March 2025 – 12:30pm

VENUE: Zoom | Meeting ID: 883 6766 0576

Present

Unit 5	E De Kieft	Zoom
Unit 7	S Taylor	Zoom
Unit 9	R Hundy representing B Hockey	Zoom
Unit 17	A Catucod	Zoom
Signature Strata	E Palmer	Zoom
Signature Strata	N Robb	Zoom
Signature Strata	S Saini	Zoom
Signature Strata	V Vlachoulis	Zoom

Absentee Voting

E Ruddick (Unit 11)

Apologies

Nil

Proxies

M Peters (Unit 14) to chairperson,
B Hockey to R Hundy

Chairperson

S Taylor

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.

EXECUTIVE COMMITTEE REPORT

Please see attached an Executive Committee Report prepared by the Executive Committee for your review.

MOTION 1: *That the Executive Committee Report 2025 be noted.*

MOTION CARRIED

MINUTES

MOTION 2: *That the minutes of the previous annual general meeting held 30th April 2024 are confirmed.*

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 Honan is summarised below

Insurer & Policy No:	Longitude / LNG-STR-20304562
Renewal Date:	14 December 2025
Building Sum Insured:	\$6,930,000.00
Excesses:	\$2,000.00
Base Premium:	\$9,573.16
GST	\$1,176.28
Underwriting Agency Fee	\$275.00
Broker Fee	\$1,914.63
Signature Strata Commission	\$1,914.63
Commission Schedule	Up to 25% of the base premium
Workers Compensation	
Renewal Date:	14 December 2025
Base Premium:	\$250.00
GST	\$30.50
Broker Fee	\$50.00
Signature Strata Commission	\$12.50
Last insurance valuation report:	24 November 2022
Please refer to attached Certificate of Currency for details of the sum insured limits	

Note - Signature Strata recommends Unit Owners seek their own advice in relation to obtaining 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, or public liability coverage on private property.

MOTION 3: *That the Owners Corporation insurance be confirmed as per the policy information provided with the meeting notice.*

MOTION CARRIED

MOTION 4: *That the Owners Corporation endorse continued Brokerage services through the existing broker, Honan for the current period.*

MOTION CARRIED

MOTION 5: *That the Owners Corporation authorise the Strata Manager to effect the statutory and additional insurances of the owners corporation.*

MOTION CARRIED

Renewal terms will be provided to the Executive Committee for advice and in the event advice is not forthcoming prior to renewal, insurances will be renewed as per the recommendation provided by the nominated broker.

INSURANCE VALUATION

To ensure the Owners Corporation is protecting their building assets adequately, Signature Strata endorses the insurers recommendation to obtain an insurance valuation at a minimum, every 2 years.

MOTION 6: *That the Owners Corporation authorises the Strata Manager to obtain an insurance valuation from QS Solutions, and that the level of insurance be adjusted in accordance Valuer's conclusion and recommendation.*

MOTION CARRIED

INSURANCE CLAIMS

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

FINANCIAL REPORT

MOTION 7: *That the financial statements from 1st March 2024 to 28th February 2025 be accepted as presented.*

MOTION CARRIED

Please note: The Treasurer has reviewed the financial accounts in detail and has determined that an audit of the accounts is not required.

SINKING FUND PLAN

MOTION 8: *That the Owners Corporation gives consent for the Sinking Fund Forecast to be approved and accepted by the Executive Committee.*

MOTION CARRIED

Note – the Owners Corporation of UP3765 will obtain an updated Sinking Fund Forecast Report from QS Solutions to meet legislative requirements, Section 85 of the Unit Titles (Management) Act 2011.

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.

NOVO is outside of the Builders Warranty period. All items requiring work will be covered in Maintenance Items.

MAINTENANCE PLAN

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

MOTION 9: *That the Maintenance Plan be confirmed as adequate.*

MOTION CARRIED

MAINTENANCE ISSUES

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

Maintenance items: It was noted that there are no current maintenance items to note. The Executive Committee will monitor the podium garden beds to ensure the leaking to basement does not occur.

MOTION 10: *The Owners Corporation agree that there are no known maintenance items outside of that identified in the Maintenance Plan.*

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, Dedicated Fire Protection. The Fire compliance certificate is attached.

MOTION 11: *That the Fire Compliance Certificate 2025 be noted.*

MOTION CARRIED

ELECTRICAL SAFETY REPORT

The Owners Corporation of UP3765 has engaged GMH Electrical for preventative maintenance and the reports are attached.

MOTION 12: *That the Electrical Safety Report conducted by GMH Electrical be accepted and noted.*

MOTION CARRIED

AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

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

The following authorisations, Delegations and Appointments are in place.

- The Executive Committee are authorised to make determinations regarding investment of funds into interest bearing term deposits.

MOTION 13: *That the current authorisations and delegations are noted.*

MOTION CARRIED

UNIT TITLE RENTAL CERTIFICATE

As of 10th December 2024, new legislation came into place under Section 119 of the Unit Titles (Management) Act 2011, requiring all landlords to obtain Rental Certificates to be included in all rental agreements.

MOTION 14: *That the Owners Corporation ratify the actions taken by the Executive Committee to issue initial Unit Title Rental Certificates to all owners free of charge in December 2024.*

MOTION CARRIED

MOTION 15: *That the Owners Corporation confirms that the initial Unit Title Rental Certificates and any amendments issued prior to the date of this meeting are true and correct and have been prepared based on the best and most current information available at the time of preparation.*

MOTION CARRIED

MOTION 16: *That Owners of all units agree to provide a copy of their Energy Efficiency Report (or an equivalent that clearly states the ceiling insulation rating), to the Executive Committee in order to provide a Unit Title Rental Certificate.*

MOTION CARRIED

MOTION 17: *That the Owners Corporation approves the engagement of a suitably licensed consultant to provide a report on ceiling insulation rating for each unit that has not provided a suitable ceiling insulation rating document by 30 April 2025.*

MOTION CARRIED

MOTION 18: *That the Owners Corporation agree to on-charge individual units the cost of obtaining an insulation report for their unit where necessary, for the purpose of issuing a Unit Title Rental Certificate.*

MOTION CARRIED

MOTION 19: *That the Owners Corporation authorises the Executive Committee to issue amended Unit Title Rental Certificates, as and when required, to owners. A copy to be provided to the Strata Manager for record keeping purposes.*

MOTION CARRIED

MOTION 20: *That the Owners Corporation reviews arrangements for the issue of Unit Title Rental Certificates at its 2029 Annual General Meeting or such earlier date, if legislative changes occur in the interim.*

MOTION CARRIED

RULES

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. Signature Strata and the committee have worked closely to develop rules specific to UP3765. These are attached for your consideration.

MOTION 21: (Special Resolution): *That the Owners Corporation adopt the Rules (as amended) and that they are registered under the Land Titles (Unit Titles) Act 1970.*

Note: Unit 9 advised that they wish to continue the special privilege use of common property, prior to the meeting. As such, it was agreed to amend the rule to reflect this.

BUDGET FY 25/26

Please see attached budget explanatory sheet prepared by the Executive Committee for details directly relating to the Proposed Budget.

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

MOTION 22: *That the proposed Administrative Fund Expenditure Budget of \$52,360.00 for the period 1st March 2025 to 28th February 2026 be adopted.*

MOTION CARRIED

MOTION 23: *That the proposed Sinking Fund Expenditure Budget of \$5,327.00 for the period 1st March 2025 to 28th February 2026 be adopted.*

MOTION CARRIED

MOTION 24: *That the Owners Corporation determines an Administrative Fund Levy Contribution of \$52,000.00 for the twelve-month period, commencing 1st March 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1st May 2025, 1st August 2025, 1st November 2025 and 1st February 2026.*

MOTION CARRIED

MOTION 25: *That the Owners Corporation determines a Sinking Fund Levy Contribution of \$13,200.00 for the twelve-month period, commencing 1st March 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1st May 2025, 1st August 2025, 1st November 2025 and 1st February 2026.*

MOTION CARRIED

**Please note the first levy due date 1st May 2025 will be extended to 8th May 2025.*

CONTRACTOR COMPLIANCE

MOTION 26: *That the services of a contractor compliance company be engaged to audit contractors to ensure compliance with insurance and licencing requirements. The cost being \$96.80.*

MOTION CARRIED

SERVICE CONTRACTORS

Under Section 59 of the Unit Titles (Management) Act 2011, an Ordinary Resolution is required to enter into a service contract with any person and/or organisation.

MOTION 27: *That the Executive Committee be authorised to make determinations concerning the appointment of a service contractor.*

MOTION CARRIED

ELECTION OF COMMITTEE

MOTION 28: *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.*

The following owners were elected to form the Committee:

S Taylor (Unit 7)
B Hockey (Unit 9)
E Ruddick (Unit 11)
A Catucod (Unit 17)

MOTION CARRIED

A special thank you to the Executive Committee, and especially S Taylor for their assistance and effort with the running of the complex, and the AGM preparation.

GENERAL BUSINESS

There was no general business raised or discussed.

MEETING CLOSURE

There being no further business the chairperson declared the meeting closed at 1:25PM



Novo @ Mawson - Rules
(UP 3765 – 86 Mawson Drive, MAWSON, ACT, 2607)
(Version 7.2)

Table of Contents

SECTION A – GENERAL RULES	3
1. Rules	3
2. Definitions	3
3. Occupation of a unit or common property	4
4. Payment of rates and taxes	4
5. Repairs and maintenance	4
6. Erections and alterations	4
7. Pets in units	4
8. Assistance animals	5
9. Window and door treatments	5
10. Washing and airing	5
11. Common property	5
12. Security	6
13. Vehicles	6
14. Car-parking bays and parking	6
15. Waste management	7
16. Gardens and grounds	8
17. Hazardous use of unit	8
18. Use of unit – nuisance and annoyance	8
19. Noise	8
20. Smoking	8
21. Illegal use of unit	8
22. Emergencies	9
23. Insurance	9
24. What may an executive committee representative do?	9
25. Review	10
SECTION B – SPECIAL PRIVILEGE RULES	11
1. Special Privilege – Unit 9	11
SECTION C – CALCULATION OF CONTRIBUTIONS RULES	12
1. Calculation of Contributions	12
2. Wooden Fence Replacement Contributions	12
3. Special Privilege – Unit 9 Contribution	13

Section A – General Rules

1. Rules

- 1.1. The objective of the rules of the Novo Complex (86 Mawson Drive, MAWSON, ACT – Units Plan No. 3765) is to ensure the general well-being of all persons while at the Novo Complex so that they can enjoy a maximum of convenience, comfort, privacy, and minimum annoyance.
- 1.2. In these rules a whole number is the Rule number. Decimalised numbers and alphabetic identifiers appearing between whole numbers are for reference purposes only.
- 1.3. The Novo Complex rules comprise three sections, being:
 - a) Section A – General Rules
 - b) Section B – Special Privilege Rules
 - c) Section C – Calculation of Contributions Rules
- 1.4. Italicised and bolded words in these rules mean they appear in the Definitions Rule.
- 1.5. Words in the singular are also taken to be in the plural, if appropriate.
- 1.6. Rules that apply to an **owner** in these rules includes, **residents** of and **visitors** to the Novo Complex, except where it is specifically stated otherwise.
- 1.7. The explanatory notes and attachments are solely to provide guidance and additional information to the reader. They are not rules of the Novo Complex.

2. Definitions

- 2.1. In these rules:
 - a) **executive committee representative** means a person authorised, in writing, by the executive committee under these rules.
 - b) **extended period** means a length of time that is greater than that normally required for an activity that uses an item on or area of common or unit property.
 - c) **general waste** means waste that is not household furniture or equipment, green waste, recyclable or hazardous material.

Explanatory Note: Hazardous materials include, but are not limited to, paint and similar products, batteries, petroleum products, chemicals, tyres, etc.
 - d) **illegal occupant** means a person occupying a unit or common property without the express permission of the **unit owner** or owners corporation, respectively.
 - e) **owner** of a unit is the legal owner of the unit or the owner's representative(s).
 - f) **pet owner** means a person who is responsible for the care, control and well-being of an animal.
 - g) **resident** means a person residing in a unit and if not the owner, a person residing with the permission of the owner. An **illegal occupant** is not a **resident** under this definition.

Explanatory Note: A resident may be an owner, occupier or user of a unit; however, an owner may only be a visitor if they do not normally reside in the unit.
 - h) **territory** means the Australian Capital Territory.
 - i) **unit** means an area described on the units plan (UP3765) of the Novo Complex and any subsidiaries thereto.
 - j) **unit entitlement** means the same as **s8 Unit Titles Act 2001**.

- k) **visitor** means a person entering Novo Complex common property or a unit, who does not normally reside within a **unit**.

Explanatory Note: A visitor may include, but is not limited to, a delivery person, tradesperson, support person, government worker, family or friend or associate of the unit resident.

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

3. Occupation of a unit or common property

- 3.1. A **unit** may only be occupied by an **owner** or by another person with the express permission of the **unit owner**.
- 3.2. Common property may not be used or occupied by any person, temporarily or permanently, as a habitat.
- 3.3. A person in breach of this rule is an **illegal occupant**.
- 3.4. The owners corporation shall act, as permitted by the laws of the territory, to remove an **illegal occupant** on common property.

4. Payment of rates and taxes

- 4.1. This rule applies specifically and solely to the **unit owner**.
- 4.2. A **unit owner** must pay all rates, taxes and any other amount payable for the **unit**.

5. Repairs and maintenance

- 5.1. This rule applies specifically and solely to the **unit owner**.
- 5.2. A **unit owner** must ensure that the **unit** is in a state of good repair.
- 5.3. A **unit owner** or a person authorised by the **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 **territory** law.

6. Erections and alterations

- 6.1. This rule applies specifically and solely to a **unit owner**.
- 6.2. A **unit owner** may erect or alter any structure in or on the **unit** or the common property only –
- a) In accordance with the express permission of the owners corporation by special resolution; 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).
- 6.3. Permission may be given subject to conditions in the resolution.
- 6.4. If a structure is sustainability infrastructure, the owner corporation's permission must not be unreasonably withheld.

7. Pets in units

- 7.1. A **unit owner** may keep an animal, or permit an animal to be kept, within the **unit** if –
- 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 2; and

Novo @ Mawson - Rules

- 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;
- d) the **pet owner** cleans any area of the **unit** and common property 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.

7.2. A **unit owner** may seek permission from the owners corporation to keep more than two (2) animals in a **unit**.

7.3. The **pet owner**, if they are not the **unit owner**, must first seek permission from the **unit owner** to keep an animal in the **unit**.

Explanatory Note: A Tenancy Agreement with the unit owner normally includes this matter.

7.4. The **pet owner** shall, within 14 days of the day the animal is first kept within the **unit**, tell the owners corporation, in writing, that the animal is being kept within the **unit**.

7.5. The **pet owner** shall be responsible for any damage caused to common property.

7.6. The **pet owner** of an animal that causes damage to common property or becomes a nuisance to other persons may have permission to keep that animal in a **unit** withdrawn by ordinary resolution of the owners corporation, subject to any Commonwealth or **territory** laws that may prevent such action.

8. Assistance animals

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

9. Window and door treatments

9.1. **Owners** shall ensure that window and door treatments are consistent with the “as built” aesthetics of the Novo Complex and in a neutral tone.

10. Washing and airing

10.1. **Owners** or other persons are not permitted to hang clothes or other items on or over **unit** boundary fencing, gates, shrubs or common property or to allow items to be hung in a manner that they can be seen from common property, another **unit** or public land.

10.2. Notwithstanding the foregoing, **owners** are permitted to hang clothes and other items within courtyard areas of a unit on clotheslines that are no higher than courtyard fences and walls.

11. Common property

11.1. A **unit owner** shall 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** of another **unit**, other than in accordance with a special privilege rule.

11.2. Common property may not be used to undertake major vehicle servicing and repairs.

11.3. A **unit owner** and any **visitor** must act in a manner so as to not cause damage to common property.

11.4. A **unit owner** and any visitor shall cooperate with tradespersons engaged by the owners corporation to maintain common property.

Explanatory Note: Co-operation may entail providing unfettered access to common property or a unit and moving vehicles or other items of property temporarily.

- 11.5. Children, supervised or unsupervised, are not permitted to ride tricycles, bicycles, skate-boards, etc, or play games on driveways, in the garage or in visitor car-bays.

Explanatory Note: The podium area may be used by children for supervised activities, while having regard to Noise rules.

- 11.6. **Owners**, solely, may submit, to the owners corporation, proposals for alterations or additions to common property for initial consideration and discussion. All vetted proposals shall be submitted to a meeting of **owners**, at a time and place agreed with the **owner** submitting the proposal.

12. Security

- 12.1. All gates and doors (including the vehicle entry garage door) to the basement garage, when opened for ingress or egress, are to be closed securely immediately after use.

Explanatory Note: The purpose of this Rule is to ensure trespassers do not enter the secured garage area.

- 12.2. Gates must not deliberately be left unsecured in a manner that would allow unfettered access to the Novo complex.
- 12.3. Gates or doors left open for an **extended period** to common property or a **unit**, to allow for deliveries, trades or similar activities (including unit inspections for lease or sale) must be supervised at all times.
- 12.4. The Secretary of the Owners Corporation is to be informed of any break and enter, theft, robbery or similar illegal activity occurring on common property or to a **unit** as soon as a person becomes aware of the incident.

13. Vehicles

- 13.1. Vehicles shall not be driven at speeds in excess of 10 kph within the Novo Complex.

14. Car-parking bays and parking

- 14.1. **Unit** car-bays shall be kept tidy at all times while ensuring there is minimal fire, health and safety risks to the building and others.
- 14.2. **Unit** car-bays may only be used for the following purposes:

- parking motor vehicles and other forms of transport, except prams, strollers and similar methods of transport for children;
- temporarily, less than 24 hours, for prams, strollers and similar methods of transport for children;
- to undertake minor servicing and repairs to vehicles;
- storage and use of sporting equipment; and
- non-vehicle items, sporting equipment excepted, for a single period of no longer than 30 days in a twelve (12) month period.

Explanatory Note: Storage of non-vehicle items, other than sporting equipment, under this rule should not be taken as the norm but only as an occasional requirement.

- 14.3. On completion of vehicle minor servicing or repairs the car-bay is to be left clean and tidy, if necessary, by pressure washing the affected area clear of any spillage of oils, chemicals or other liquids.

Novo @ Mawson - Rules

- 14.4. The cost of any clean-up to a **unit** car-bay (irrespective of the person or persons responsible) or common property areas (if caused by the **unit owner** - which includes a **resident** or **visitor** to the owners unit) deemed necessary and undertaken by the owners corporation (or a contractor) shall be recoverable from the **unit owner** solely.
- 14.5. Vehicles may not be washed in the garage or elsewhere on common property.
- 14.6. A **unit** car-bay may not be leased out or loaned to another person other than another **owner** of a Novo Complex **unit**.
- 14.7. Vehicles may only be parked in marked car-bays, subject to height, width and length restrictions afforded by the car-bay.
- 14.8. The owners corporation may report any vehicles parked on the verge adjacent to the Novo Complex to the relevant **territory** authority. Residents and **visitors** are encouraged not to park on the verge.

Explanatory Note: In the territory vehicles or other items may not be to be parked or placed on verges, unless they have given express permission, eg. during construction works, hard-waste collection days. The territory will either fine persons who park or place items on verges or remove them to a government impound or waste disposal station.

The owners corporation has a shared responsibility for maintenance of the verge and thus for the benefit of the Novo Complex and individual owners it is important to properly care for the verges.

- 14.9. Resident **Owners** may only park their vehicles in their **unit** car bay/s or by agreement with another **owner**, in that **owner's unit** car-bay while on the Novo Complex property.
- Explanatory Note: This does not prevent a resident from legally parking in areas off the Novo Complex property, noting parking on the verge is not permitted by the territory.*
- 14.10. A non-resident **unit owner** may only park in their **unit** car-bay if the associated **unit** is vacant or they have the permission of the **unit resident**. Non-resident **owners** are **visitors** and may park in visitor car-bays.
- 14.11. **Visitor** car-bays may be used by **visitors** at all times and, except between the hours of 6pm and 10pm on any day by **residents**, unless specifically permitted, otherwise, by the owners corporation. **Visitors** may, with permission, park in the car-bay of the **owner** they are visiting or, by prior agreement, another **owner's** car-bay.

Explanatory Note: The owners corporation, by resolution at a General Meeting held on 31 October 2022, has permitted residents to park in visitor car-bays on any day, except between the hours of 6pm and 10pm.

- 14.12. A permission given under this rule by the owners corporation may only be withdrawn by special resolution of the owners corporation.

15. Waste management

- 15.1. All general waste must be securely wrapped in a manner that does not allow for spillage of contents. The general waste must be placed wholly within a general waste hopper.
- 15.2. All large items of waste shall be taken to a suitable **territory** waste disposal facility.
- 15.3. Under no circumstances is general waste to be placed into a recycling bin. Where in doubt items should be placed in a general waste hopper.
- Explanatory Note: Items that are not recyclable include, but is not limited to, plastic bags, plastic wrapping, plastic bottles that are not PET certified.*
- 15.4. No packaging or garbage is to be placed in the waste disposal area – except, as appropriate, in a general waste hopper, recycling or green waste bin.

- 15.5. **Owners** must, in the event they cause a spillage, immediately clean and treat the area.
- 15.6. All **owners** have a duty to actively remove litter and to not litter on common property.
- 15.7. The owners corporation shall recover from the **owner** (solely) of the **unit** responsible, any costs associated with the cleaning spillages or waste left on common property.

16. Gardens and grounds

- 16.1. A **unit's** garden areas must be maintained in good order and in keeping with the general appearance, quality and style of the Novo Complex.
- 16.2. No person shall, without prior permission of the owners corporation, remove or undertake any plantings on common property.

17. Hazardous use of unit

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

18. Use of unit – nuisance and annoyance

- 18.1. A **unit owner** must not use a **unit** or common property, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an **owner** of another **unit**.
- 18.2. This rule does not apply to a use of a **unit** or common property if the owners corporation has given an **owner** of the **unit** written permission for that use.
- 18.3. Permission may be given subject to stated conditions.
- 18.4. Permission may be withdrawn by special resolution of the owners corporation.

19. Noise

- 19.1. A **unit owner** or visitor must not make, or permit to be made, such a noise within the **unit** or on common property as might (in the circumstances) be reasonably likely to cause substantial annoyance to an **owner** of another **unit**.
- 19.2. This rule does not apply to the making of a noise if the owners corporation has given the person responsible for making the noise written permission to do so.
- 19.3. Permission may be given subject to stated conditions.
- 19.4. Permission may be withdrawn by special resolution of the owners corporation.

20. Smoking

- 20.1. A **unit owner, resident** or **visitor** must neither smoke tobacco (including any other substance) or any vaping device on common property.
- 20.2. A **unit owner, resident** or **visitor** must ensure that smoke arising from the smoking of tobacco (including any other substance) or vapours from vaping devices while in a **unit** or within a unit's subsidiary does not penetrate or drift into another **unit** (or any of its subsidiaries) or onto common property.

Explanatory Note: This rule does not alter or impact on the operation of Rule 18.

21. Illegal use of unit

- 21.1. A **unit owner** must not use the unit, or permit it to be used, to contravene a **territory** law.

22. Emergencies

22.1. Emergencies, other than those requiring the attendance of an ambulance or medical practitioner, shall be immediately reported, in the following order of precedence, to:

- a) the Strata Manager (or their nominated emergency contact);
- b) an executive committee member; or
- c) a suitable person.

23. Insurance

23.1. The owners corporation shall maintain insurances, in accordance with *Division 5.4 of the Unit Titles (Management) Act 2011*, which includes, but is not limited to, cover for:

- a) Building replacement
- b) Public Liability
- c) Fidelity guarantee
- d) Office Bearers Legal Liability
- e) Machinery breakdown
- f) Catastrophe insurance
- g) Legal and Audit costs
- h) Unit Owners fixtures and improvements

23.2. Insurance claims, against the owners corporation insurance policy, shall be directed to the managing agent (primarily) and copied to the Secretary of the owners corporation.

23.3. The owners corporation shall not be responsible for risks other than that covered by the owners corporation insurance policy. **Owners** are responsible for mitigating their own risks through insurance products such as home contents, landlords and public liability insurance.

24. What may an executive committee representative do?

24.1. 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.

24.2. An executive committee representative may enter a **unit** and remain in the **unit** for as long as is necessary to do something mentioned in this rule.

24.3. An executive committee representative is not authorised to do anything in relation to a **unit** mentioned in this rule unless—

- a) the executive committee or the representative has given the **owner** 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.

24.4. The executive committee may give a written authority to a person to represent the corporation under this rule.

25. Review

- 25.1. The rules shall be reviewed annually by the executive committee prior to issue of the notice of meeting for each annual general meeting of owners. Any amendments thereto shall be presented to the owners for consideration and resolution.
- 25.2. In the event that the executive committee considers no changes are required a resolution to that effect shall be put to the annual general meeting of owners.

Section B – Special Privilege Rules

1. Special Privilege – Unit 9

- 1.1. The owners corporation has by special resolution granted the *owner* of *unit 9* the following rights:
 - a) Exclusive use, for vehicle parking and/or storage, of common property (approximately 5.4m (D) by 5.0m (W) located in the eastern corner of the basement garage, adjacent to the *unit 1* subsidiaries numbered (2) and (4) on the registered Novo Complex (UP3765) units plan;
 - b) The rights granted under this special privilege rule are not transferrable to another person or party;
 - c) In consideration of the exclusive use rights the *owner* of *unit 9* shall, as determined by the special resolution granting the exclusive use, pay a special contribution to the Administrative Fund in addition to other contributions that may apply to the *unit*. The contribution calculation is stated in Section C – Calculation of Contributions Rules – Special Privilege – Unit 9.
- 1.2. The exclusive use rights conferred by this rule also requires the *owner* of *unit 9* to abide by the General Rule – Car parking bays and parking.
- 1.3. Exclusive use rights shall terminate on the earlier of:
 - a) The next annual general meeting of the owners corporation, unless renewed by special resolution at that meeting;
 - b) One day prior to the settlement of a sale of the *unit*;
 - c) By special resolution of the owners corporation; or
 - d) On a day advised in writing to the owners corporation by the *owner* of *unit 9*.
- 1.4. On termination the *owner* of *unit 9* shall within two weeks of the termination date:
 - a) Pay all contributions due to the owners corporation;
 - b) Vacate the common property area and return it to the control of the owners corporation in a clean and tidy condition.

Section C – Calculation of Contributions Rules

1. Calculation of Contributions

- 1.1. Except as otherwise stated in Section C – Calculation of Contributions Rules the owners corporation shall calculate contributions for each *unit* in accordance with *s78 (2) (a) of the Unit Titles (Management) Act 2011*.

2. Wooden Fence Replacement Contributions

- 2.1. Contributions payable for the replacement of wooden horizontal fencing on the boundaries of units 1 to 6 and 11 to 17 (inclusive) with a product described as mod-wood, shall be based on the quote received from the supplier and installer, being:
- | | |
|---------|----------------------|
| Unit 1 | \$5,436.00 (GST inc) |
| Unit 2 | \$1,359.00 (GST inc) |
| Unit 3 | \$1,613.00 (GST inc) |
| Unit 4 | \$1,443.00 (GST inc) |
| Unit 5 | \$1,443.00 (GST inc) |
| Unit 6 | \$1,613.00 (GST inc) |
| Unit 7 | Exempt |
| Unit 8 | Exempt |
| Unit 9 | Exempt |
| Unit 10 | Exempt |
| Unit 11 | \$1,359.00 (GST inc) |
| Unit 12 | \$1,359.00 (GST inc) |
| Unit 13 | \$1,359.00 (GST inc) |
| Unit 14 | \$1,359.00 (GST inc) |
| Unit 15 | \$1,359.00 (GST inc) |
| Unit 16 | \$1,359.00 (GST inc) |
| Unit 17 | \$6,795.00 (GST inc) |
- 2.2. Units 7 to 10 (inclusive) are specifically exempt from the special contribution (fences) as the units do not have wooden slat fences on their boundary or elsewhere.
- 2.3. The contributions shall be payable in accordance with the special resolution approving the works, being:
- Amounts are payable, in nine (9) equal instalments over three (3) years; and
 - Amounts are due and payable on the first days of June, September and December in the years 2021, 2022 and 2023.
- 2.4. Contributions shall be paid to the Special Purpose Fund – Fences of the General Fund.
- 2.5. Contributions received to the Special Purpose Fund – Fences shall be transferred to the Sinking Fund on the last day of each financial year in which they are received.
- 2.6. The Wooden Fence Replacement Contributions Rule automatically terminates on the day the final contribution has been collected from all *owners*. **Collected** means cash or equivalent has been deposited to an owners corporation bank account.
- 2.7. This rule automatically terminates on 31 December 2023 and remains only for historical purposes.

3. Special Privilege – Unit 9 Contribution

- 3.1. **Unit** 9 has been granted a special privilege with respect to exclusive use of common property in the basement garage. In consideration of this special privilege the **owner of unit** 9 shall pay in addition to other contributions an amount equal to 4% of the total Administrative and Sinking fund **unit** 9 contributions (excluding any special contribution) for a year rounded down to the nearest \$10. The amount shall constitute a normal contribution to the Administrative Fund.

***Explanatory Note:** As an example, in the FY 24-25 financial year the combined contributions to the administrative and sinking funds (excluding special contributions) for Unit 9 was \$3,871.20. Accordingly, the Special Privilege – Unit 9 Contribution would be $\$3871.20 \times 4\% = \154.85 - rounded down to the nearest \$10 equals \$150.00 for FY 24-25.*

- 3.2. The contribution in this rule shall be payable in equal instalments at the same time as notices are issued for normal contributions to the administrative and sinking funds.

- 3.3. This rule may be replaced by a special resolution of the owners corporation.

***Explanatory Note:** At each annual general meeting of the owners corporation the special privilege will be reviewed, including its continuance, contributions required, etc. This may also be done at a general meeting on which due notice of this matter has been given. Resolutions arising from any of these meetings may require the replacement or termination of this rule.*

- 3.4. This rule shall terminate when:

- a) All contributions required under this rule have been paid; and
- b) The special privilege rule for **Unit** 9 has terminated.



MINUTES OF EXECUTIVE COMMITTEE MEETING UP3765

Date: To be held upon closure of the Annual General Meeting

AGENDA:

- 1. ACCEPTANCE OF EXECUTIVE COMMITTEE MEETING MINUTES HELD ON THE 23 JUNE 2025**
CARRIED
- 2. CONFLICTS OF INTEREST TO DECLARE**
There was no conflicts of interest declared.
- 3. APPOINTMENT OF OFFICE BEARERS -**
 - a. Chairperson – E Ruddick
 - b. Secretary – A Catucod
 - c. Treasurer – S Taylor
- 4. GENERAL BUSINESS**
No general business was raised

Meeting Closed – 12:40

Next meeting date:



MINUTES OF EXECUTIVE COMMITTEE MEETING

**Units Plan 3765
"NOVO"
86 Mawson Drive,
MAWSON ACT 2607**

Date: Monday, 23rd June 2025 at 4:30pm.

Place: Zoom

<https://us02web.zoom.us/j/86242760325?pwd=jTJTj2zRGGqer77CNcRaEv3z7620bb.1>

Meeting ID: 862 4276 0325

Passcode: 680803

Attendees: S Taylor, E Ruddick, R Hundy (on behalf of B Hockey), A Catucod & E Palmer (Signature Strata)

Agenda:

1. Acceptance of previous EC Minutes of 17 June 2024

Accepted – no matters arising

2. Appointment of Office Bearers

- Chairperson – E Ruddick
- Secretary – A Catucod
- Treasurer – S Taylor

3. Arc-Site Engagement for Ceiling Insulation

It was agreed to proceed with the Arc-Site engagement for the ceiling insulation inspection that will form part of the Rental Certificates. S Taylor to initiate the inspection. Report to be sent to Signature Strata for record keeping. This will need to be ratified at the next General Meeting.

4. General Business

- a. Basement Cleaning – quote from New Gen Cleaning has been received. The works will take place just before the line marking works.
- b. Line marking – received 1 quote to date from Locktons Traffic. Signature Strata to follow-up other 2 companies
- c. Sinking Fund + Insurance Valuation with QS Solutions – still no update or response received by QS Solutions. Signature Strata to follow-up.

There being no further business the meeting closed 4:45pm



ACT
PROPERTY
INSPECTIONS

5/86 Mawson Drive,
Mawson ACT 2607

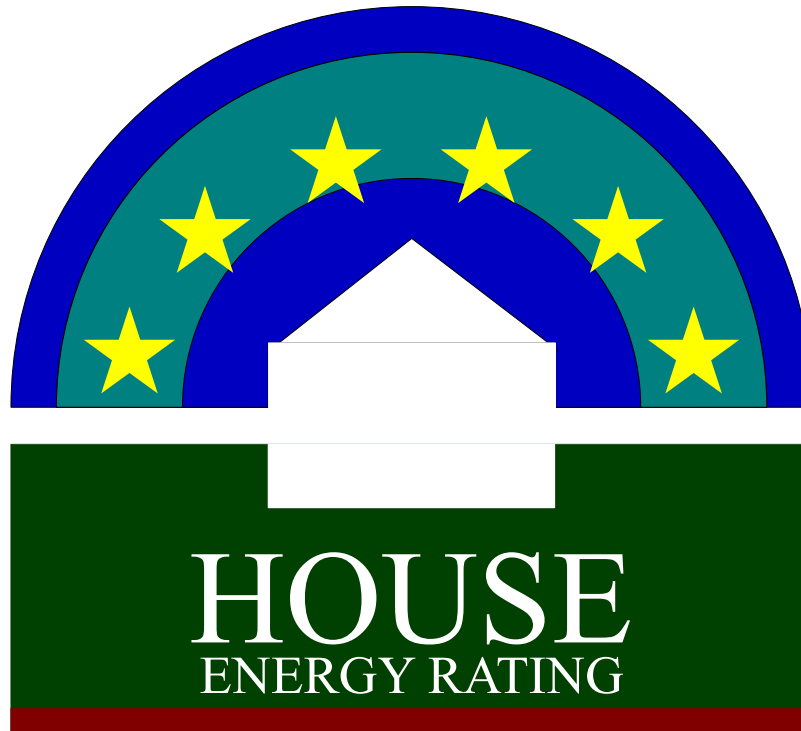
Report prepared: Friday, July 3rd 2026

Energy Efficiency Rating
Insurance Certificates
Tax Invoice

Energy Efficiency Report



FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★ ★ ★ ★ ★ ★ **6 STARS**
in Climate: 24 **SCORE: 28 POINTS**

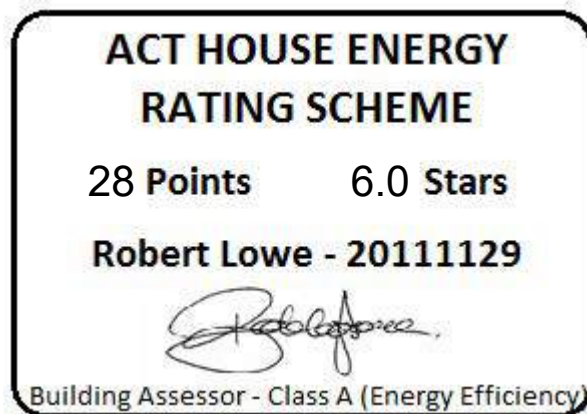
Name: de Kieft

Ref No: 70842

House Title: Unit 5 Block 24 Section 27 MAWSON

Date: 03-07-2026

Address: 5/86 Mawson Drive, Mawson ACT 2607



This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.

IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

Star Rating	POOR			AVERAGE				GOOD				V. GOOD
	0 Star	★		★★	★★★	★★★★	★★★★★	★★★★★	★★★★★	★★★★★	★★★★★	★★★★★
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	28											
Potential	48											

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 glass to Double Glazing	100 %	9
Change curtain to	Heavy Drapes & Pelmet	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	28	★★★★★★
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Largest windows in the dwelling;

Direction : WSW

Area : 11 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. South West	31	★★★★★★
2. West	28	★★★★★★
3. North West	32	★★★★★★
4. North	41	★★★★★★
5. North East	38	★★★★★★
6. East	32	★★★★★★
7. South East	29	★★★★★★
8. South	33	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 5 Block 24 Section 27 MAWSON, 5/86 Mawson Drive, Mawson ACT 2607

Assessor's Name:

Net Conditioned Floor Area: 75.5 m²

				Points		
Feature				Winter	Summer	Total
CEILING				13	0	14
Surface Area:	4	Insulation:	11			
WALL				9	-1	8
Surface Area:	2	Insulation:	6	Mass:	0	
FLOOR				10	2	11
Surface Area:	6	Insulation:	-6	Mass:	11	
AIR LEAKAGE (Percentage of score shown for each element)				4	0	4
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	36 %			
Exhaust Fans	37 %	Doors	13 %			
Down Lights	0 %	Gaps (around frames)	14 %			
DESIGN FEATURES				0	1	1
Cross Ventilation	1					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				-15	-16	-32
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
ENE	5	7%	-13	14	-4	-4
WSW	11	14%	-28	12	-12	-28
Total	16	22%	-41	26	-16	-32

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

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

				Winter	Summer	Total
RATING	★ ★ ★ ★ ★ ★	SCORE		21	-15	28*

* includes 22 points from Area Adjustment

Detailed House Data

House Details

ClientName	de Kieft
HouseTitle	Unit 5 Block 24 Section 27 MAWSON
StreetAddress	5/86 Mawson Drive, Mawson ACT 2607
FileCreated	03-07-2026

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.0	1.6m ²
2	Concrete Slab on ground	No Subfloor	No	No	No	Float Timb	R0.0	38.4m ²
3	Timber	NA	Yes	No	No	Tiles	R0.0	5.4m ²
4	Timber	NA	Yes	No	No	Float Timb	R0.0	34.6m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R2.0	8.9m	2.6m
2	Framed: FC Sheet Clad	Yes	R0.0	19.3m	2.6m
3	Brick Veneer	No	R2.0	9.1m	2.6m
4	Framed: FC Sheet Clad	Yes	R0.0	19.3m	2.6m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Low Ventilation	No	Yes	R6.0	40.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	ENE	1.8m	1.8m	No	SG	ALIMPR	HB	No	1.2m	1.2m	0.2m
2	WSW	2.1m	2.7m	No	SG	ALIMPR	HB	No	1.2m	1.2m	0.2m
3	ENE	1.2m	1.8m	No	SG	ALIMPR	HB	No	0.4m	0.4m	1.2m
4	WSW	2.1m	2.5m	No	SG	ALIMPR	HB	No	0.7m	0.7m	0.4m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
2	WSW	2.1m	2.7m	0.0m	0.0m	0.0m	0.0m	1.2m	0.6m	1.2m	0.8m
4	WSW	2.1m	2.5m	0.0m	0.0m	0.0m	0.0m	1.2m	0.8m	1.2m	0.8m

Zoning Details

Is there Cross Flow Ventilation ?	Good
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Air Leakage Details

Location	Suburban
Is there More than One Storey ?	Yes

Is the Stairwell Separated by Doors ?	No
Is the Entry open to the Living Area ?	Yes
Is the Entry Door Weather Stripped ?	Yes
Area of Heavyweight Mass	0m ²
Area of Lightweight Mass	0m ²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	3	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	0
External Doors	0	0

Unflued Gas Heaters	0
Percentage of Windows Sealed	98%
Windows - Average Gap	Small
External Doors - Average Gap	Small
Gaps & Cracks Sealed	Yes

Insurance Certificates & Tax Invoice



TO WHOM THIS MAY CONCERN

9th March 2026

Certificate of Currency

Dear Sir or Madam,

We, the undersigned Insurance Brokers acting on behalf of the Insured, hereby certify that the following described insurance is in force at this date.

TYPE OF INSURANCE: Professional Indemnity Insurance

INSURED: ACT Property Inspections Pty Ltd.

ADDRESS OF INSURED: Unit 1/33 Aintree Court, Phillip ACT 2606, Australia.

POLICY NUMBER: B0507OE2600060

PERIOD: From: 30th March 2026 to: 30th March 2027
At 4pm Local Standard Time at the Principal Address of the Insured.

LIMIT OF LIABILITY: AUD 5,000,000 in the annual aggregate inclusive of costs and expenses plus one reinstatement.

INSURERS: 100% Lloyd's of London

This letter is provided as a matter of information only and confers no rights on the holder. Our duties in relation to this insurance are to our client and we accept no duty of care or responsibility to you or any other third party and any liability to you or a third party is excluded. This letter does not amend, extend, or alter the coverage afforded by the policy, nor does it purport to set out all of the policy terms, conditions and exclusions. The policy terms, conditions, limits, and exclusions may alter after the date of this document or the insurance may terminate or be cancelled, and the limits shown may be reduced to pay claims. We have no obligation to advise you of any changes which may be made to the policy or to advise you of their cancellation or termination.

Issued on behalf of Price Forbes & Partners



Adam Power
Executive Director



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

Emma May de Kieft
5/86 Mawson Dr
MAWSON ACT 2607
AUSTRALIA

Invoice Date
26 Jun 2026

Invoice Number
INV-70842

ABN
33 600 397 466

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

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

Due Date: 10 Jul 2026

Payment Terms: 7 Day Account

Please pay within the payment terms to avoid an admin fee. Note: all bank/legal fees incurred in obtaining payment will be the customer's responsibility

Direct Deposit

BSB: 012084

Account Number: 194679655

Account Name: ACT Property Inspections Pty Ltd

Please reference your name and invoice number

Cheques - please make payable to ACT Property Inspections Pty Ltd

[View and pay online now](#)



**ACT
PROPERTY
INSPECTIONS**

RECEIPT

Emma May de Kieft
5/86 Mawson Dr
MAWSON ACT 2607
AUSTRALIA

Payment Date
28 Jun 2026

Sent Date
30 Jun 2026

ABN:
33 600 397 466

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

Total AUD paid	425.00
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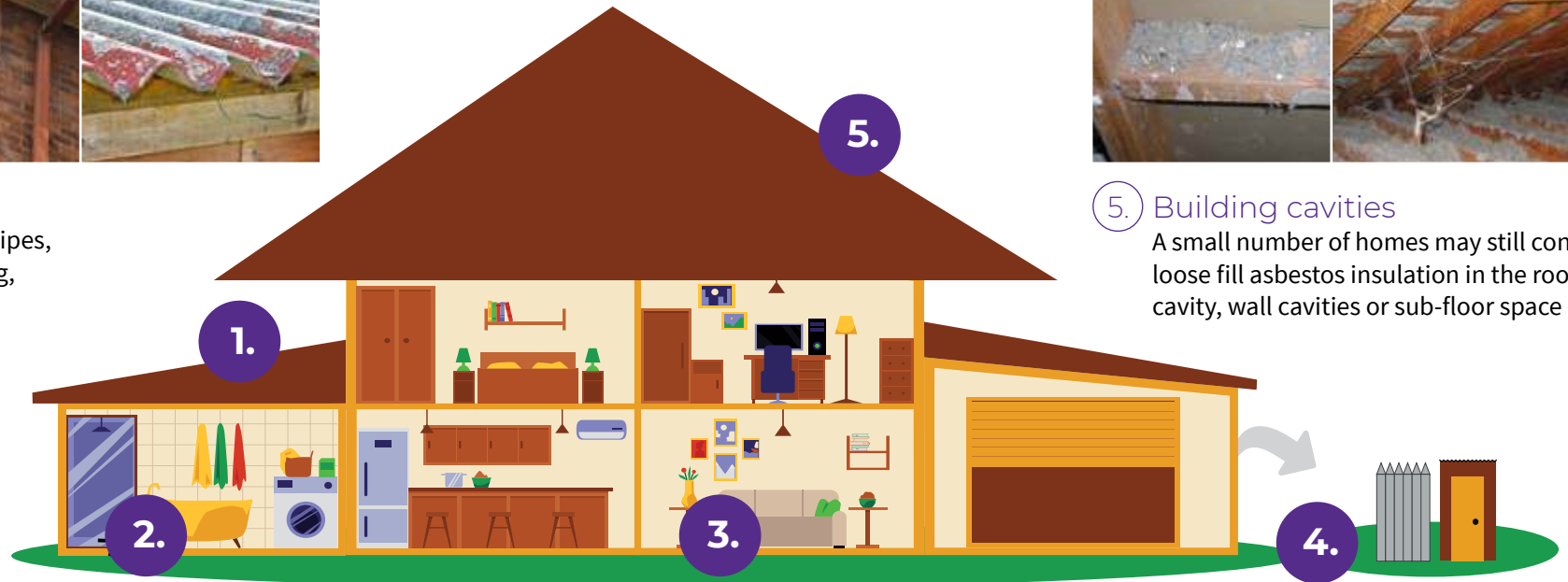
Invoice Date	Reference	Payment Reference	Invoice Total	Amount Paid	Still Owing
26 Jun 2026	INV-70842	Payment - INV-70842 Payment created via eWAY PayThis.	425.00	425.00	0.00
			Total AUD	425.00	0.00

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

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



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



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



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



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



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

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

Assess the risk

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

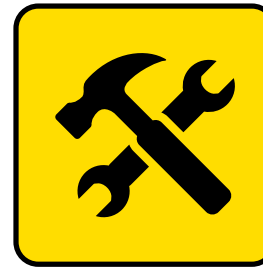
Asbestos materials become dangerous when:



Broken or in poor
condition



Damaged
accidentally



Disturbed during
renovation or repairs



Loose fill asbestos
insulation



Manage asbestos safely

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

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