

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		4	15295	1	1	Braddon
		and known as 52A Ijong Street, Braddon				
Seller	Full name	Manasi Ahuja & Ujwal Kaushik				
	ACN/ABN					
	Address	52A Ijong Street, Braddon, ACT 2612				
Seller Solicitor	Firm	Legitimate Solutions Pty Ltd - Legitimate Solutions Legal				
	Email	mail@legitimatesolutions.com.au				
	Phone	(02) 6162 3003	Ref JSK:JM:12975			
	DX/Address	GPO Box 1232, Canberra ACT 2601				
Stakeholder	Name	Hive Property (ACT) Pty Ltd Trust Account				
Seller Agent	Firm	Hive Property (ACT) Pty Ltd				
	Email	samanthal@hiveproperty.co				
	Phone	02 6182 1802	Ref Samantha Linsdell			
	DX/Address	Level 1/4 Campion, Deakin, ACT 2600				
Restriction on Transfer	Mark as applicable	☒ Nil ☐ section 370 ☐ section 280 ☐ section 306 ☐ section 351				
Land Rent	Mark one	☒ Non-Land Rent Lease ☐ Land Rent Lease				
Occupancy	Mark one	☒ Vacant possession ☐ Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	Fixed floor coverings, light fittings, window treatments, as inspected.				
Date for Registration of Units Plan						
Date for Completion		On or before 30 days from the date of this Contract.				
Electronic Transaction?		☐ No ☒ Yes, using Nominated ELN: PEXA				
Land Tax to be adjusted?		☐ No ☒ Yes				
Residential Withholding Tax	New residential premises?		☒ No		☐ Yes	
	Potential residential land?		☒ No		☐ Yes	
	Buyer required to make a withholding payment?		☒ No		☐ Yes (insert details on p.3)	
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		☐ No		☐ Yes	
	Clearance Certificates attached for all the Sellers?		☒ No		☐ Yes	

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

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

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- ☐ Proposed plan
- ☐ Inclusions list

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

- ☐ Inclusions list
- ☐ Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

Invoices

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

Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	nil% per annum
Interest rate if the defaulting party is the Buyer	10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$ (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	Civium Strata Management	Phone	1300 724 256
Address	Locked Bag 8300, CANBERRA ACT 2601		

**Certificate under section 17 of the Civil Law
(Sale of Residential Property) Act 2003**

I,
of
certify as follows:

1. I am a lawyer as defined in the Legislation Act 2001.
2. I am giving this certificate in accordance with section 17 of the Civil Law (Sale of Residential Property) Act 2003 in respect of a contract for the sale of residential property known as 52A Ijong Street, Braddon from Manasi Ahuja & Ujwal Kaushik to so that there is no cooling off period in respect of the contract.
3. I do not act for the seller nor am I a member or employee of a firm of which the lawyer acting for the seller is a member or employee.
4. This certificate is given under Section 13 Civil Law (Sale of Residential Property) Act 2003.
5. I have explained to the buyer:
 - (a) the nature of this certificate;
 - (b) the effect of giving this certificate to the seller is that there is no cooling off period in respect of the contract .

Dated:

.....
Signature

Director's Guarantee

I/we, (name of Director/s)
of (address)
..... agree as follows:

1. I/We am/are a Director/s of the Buyer.
2. In consideration of the Seller entering into this Contract at my/our request, I/we 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 of this Contract; 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/us notwithstanding:
 - (a) my/our subsequent death, bankruptcy or liquidation or the subsequent death, bankruptcy or liquidation of any one or more of the Buyer or the Buyer's Directors;
 - (b) any indulgence, waiver or extension of time by the Seller to the Buyer or to me/us or to the Buyer's Directors; and
 - (c) Completion of this Contract.
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/us without having instituted legal proceedings against the Buyer or any other of the Buyer's Directors and without first exhausting the Seller's remedies against the Buyer.
5. I/we 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 this day of

Signed by

in the presence of:

Signature of witness

Signature

Full name of witness

Capacity

NOTE: All directors of the Buyer are to sign this guarantee. If the Buyer is a sole director company please write "Sole Director" after that director's signature.

1 SHUTDOWN PERIOD – ACT

1.1 Definitions

Unless the context indicates otherwise, each word or phrase defined in this clause 1 has the meaning given to it in this clause 1.1.

Isolate means any mandatory government requirement to self-isolate, or any mandatory medical requirement to be isolated in hospital, and **Isolation** has a corresponding meaning.

Pandemic means the COVID 19 (or a variant of it) pandemic as declared by WHO.

WHO means the World Health Organisation.

1.2 Shutdown period

In this clause 1 **Shutdown Period** means any day:

- (a) when any of the following is closed:
 - (i) the ACT Law Society settlements room;
 - (ii) the bank or financial institution of the Seller from whom the Seller must obtain a discharge of mortgage in order to complete this Contract;
 - (iii) the bank or financial institution of the Buyer from whom the Buyer is obtaining funding in order to complete this Contract;
 - (iv) the place of business of the Seller's solicitor;
 - (v) the place of business of the Buyer's solicitor;
 - (vi) the ACT Land Titles Office; or
 - (vii) the ACT Revenue Office,
- (b) when the Buyer or the Seller is not able to attend any of the places of business listed in clause 1.2(a) due to being Isolated,

in response to a Pandemic or other national health emergency, and where that closure or Isolation event would reasonably cause either party to be unable to complete this Contract during the period of the closure or Isolation.

1.3 Notice of closure

- (a) Either party to this Contract may invoke this clause 1 by notice to the other party that gives sufficient details of the event (including supporting information of any closure or Isolation) giving rise to the Shutdown Period.
- (b) Either party may notify the other party of the end of the Shutdown Period.
- (c) Each party must act promptly and in good faith to advise the other party if it becomes aware of the start or end of a Shutdown Period.

1.4 Completion extended

In the event that Completion of this Contract is to take place during the Shutdown Period, then the Date for Completion is deemed to be extended to the 3rd Business Day after the date of notification of the end of the Shutdown Period.

1.5 Extension of Notice to Complete

In the event that the period specified in any Notice to Complete issued pursuant to this Contract expires during the Shutdown Period, then the date for expiration of the notice is deemed to be extended to the 3rd Business Day after the date of notification of the end of the Shutdown Period.

1.6 Extension of other notice

If a notice (other than a Notice to Complete) is served in accordance with this Contract during the Shutdown Period then such notice is deemed to be served on the first Business Day after the date of notification of the end of the Shutdown Period.

1.7 Payment of damages

If this Contract includes any term requiring one or both of the parties to pay damages for any delay in Completion, no damages shall be payable by either party for any period during the Shutdown Period.

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.

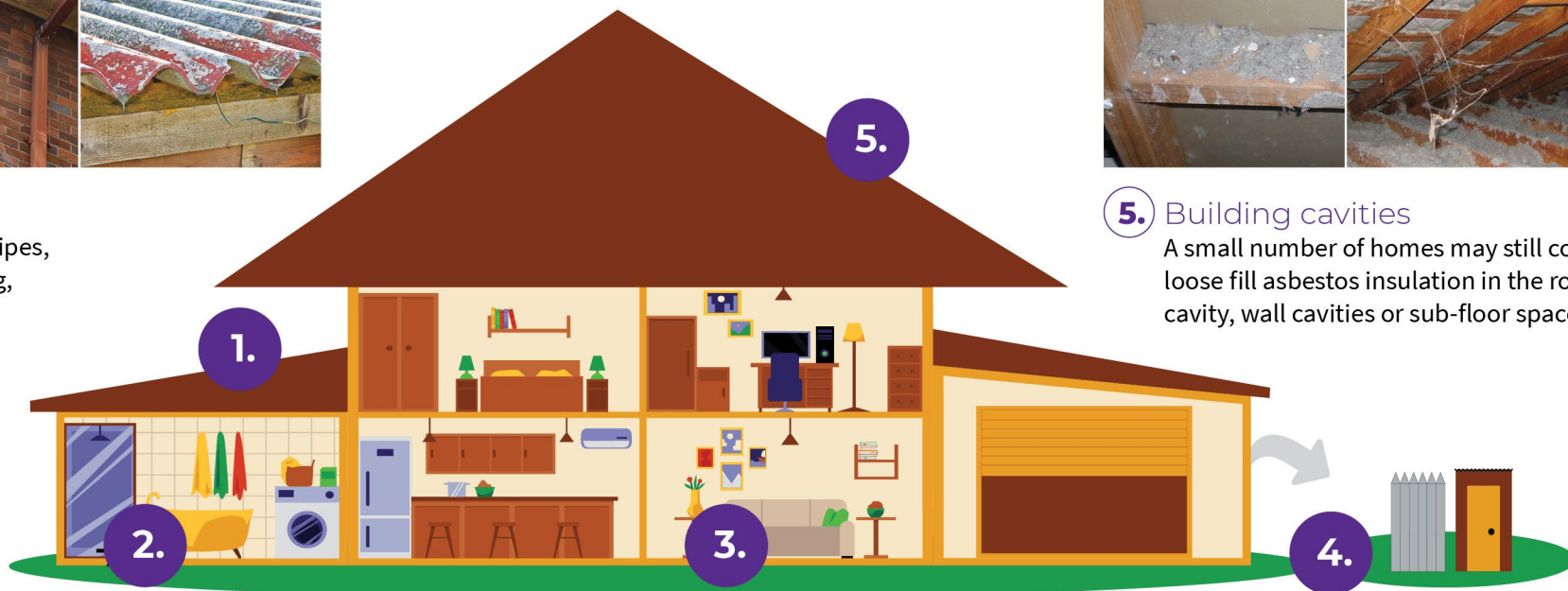
Unit 4 UP No. 15295
Block 1 Section 1 Braddon
52A Ijong Street, Braddon ACT 2612

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

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



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



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



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



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



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

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

Assess the risk

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

Asbestos materials become dangerous when:



Broken or in poor
condition



Damaged
accidentally



Disturbed during
renovation or repairs



Loose fill asbestos
insulation



Manage asbestos safely

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

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

Volume 3010 Folio 62 Edition 3

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Braddon Section 1 Block 1 on Deposited Plan 239 with 7 units on Unit Plan 15295

Unit 4 (Class A) entitlement 130 of 1000, 3 subsidiaries

Lease commenced on 21/12/2021, terminating on 26/09/2120

Proprietor

UJWAL KAUSHIK

16 ANGORA STREET, HARRISON ACT 2914

MANASI AHUJA

16 ANGORA STREET, HARRISON ACT 2914

as Joint Tenants

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Easements

Subject To Easement In Units Plan Current

Subject To Easement Created By TGE 3101540

Registered Date	Dealing Number	Description
01/03/2022	3138777	Mortgage to NATIONAL AUSTRALIA BANK LIMITED (ACN: 004 044 937)

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
201732001	Development Application	06/12/2017	MERIT TRACK - MAJOR	APPROVAL CONDITIONAL	13/02/2018

NOTIFICATION

Description

LEASE VARIATION - To specify a maximum of eight (8) dwellings

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
201733103	Development Application	11/01/2018	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	17/07/2018

Description

PROPOSAL FOR MULTI UNIT DEVELOPMENT - Demolition of the existing dwelling; Sewer and drainage easement reconfigurations; Construction of 7 new dwellings up to 3 storeys, basement car parking, landscaping and associated site works.

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
201834878	Development Application	27/11/2018	CODE TRACK - NO NOTIFICATION	APPROVAL CONDITIONAL	12/12/2018

Description

Crown Lease Variation to relocate a sewer easement.

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
202139183	Development Application	08/09/2021	CODE TRACK - NO NOTIFICATION	APPROVAL CONDITIONAL	15/10/2021

Description

LEASE VARIATION - Lease variation to vary the Crown lease to specify a maximum of 7 dwellings.

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AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Braddon Section 1 Block 1 on Deposited Plan 239 with 7 units on Unit Plan 15295

Lease commenced on 21/12/2021, terminating on 26/09/2120

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 15,295

Independent Strata, Level 2, Suite 5, 91 Northbourne Avenue Turner ACT 2601

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Easements

Subject To Easement In Units Plan Current

Subject To Easement Created By TGE 3101540

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
201732001	Development Application	06/12/2017	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	13/02/2018

Description

LEASE VARIATION - To specify a maximum of eight (8) dwellings

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Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
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Description

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Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201834878	Development Application	27/11/2018	CODE TRACK - NO NOTIFICATION	APPROVAL CONDITIONAL	12/12/2018

Description

Crown Lease Variation to relocate a sewer easement.

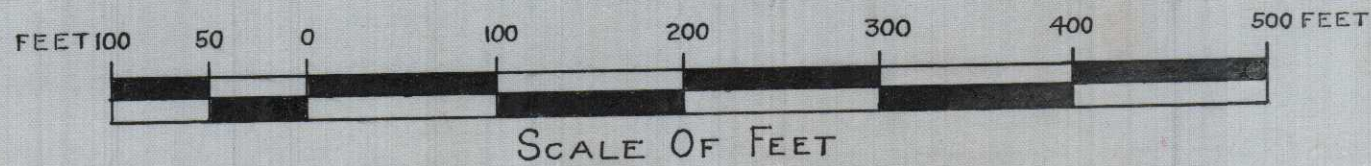
Territory Planning Authority - For further information concerning the following administrative interests, please refer to decided development application information available at <https://www.planning.act.gov.au/> or on the DA Finder App, available for download on iOS and Android mobile devices. Alternatively, 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
202139183	Development Application	08/09/2021	CODE TRACK - NO NOTIFICATION	APPROVAL CONDITIONAL	15/10/2021

Description

LEASE VARIATION - Lease variation to vary the Crown lease to specify a maximum of 7 dwellings.

DEPOSITED PLAN No S.P. 239.
PLAN OF
Sections 1, 10, 11, 15, 16, 58, & 59,
DIVISION OF BRADDON
AUSTRALIAN CAPITAL TERRITORY



Deposited in the office of the
Registrar of Titles at Canberra in the
Australian Capital Territory
the day of , 19
at minutes past o'clock in
the noon
Approved *J. B. Rogers*
Registrar of Titles

AMENDED
SEE D.P. No. 1003
AMENDED
BY D.P. No. 2339
ON 15th DEC. 1969

AMENDED
BY D.P. No. 10779
ON 24th March 2001

AMENDED
BY D.P. No. 9704
ON 3 October 2001

AMENDED
BY D.P. No. 1691
ON 7 September 2001

AMENDED
BY D.P. No. 9087
ON 15 May 1997

AMENDED
BY D.P. No. 9615
ON 22 December 2000

AMENDED
BY D.P. No. 9616
ON 22 December 2000

AMENDED
BY D.P. No. 9814
ON 2nd September 2002

AMENDED
BY D.P. No. 10061
ON 11th November 2004

AMENDED
BY D.P. No. 20068
ON 17th December 2004

NOTE:- G.I.P.s placed 2' radiately from all
tangent points

I certify that this plan is prepared in accordance
with subsection 1.1 of the Survey Ordinance
1927.

J. B. Rogers
Commonwealth Surveyor General

I, John Noble Rogers, of Canberra in the Territory for the Seat of Government of the Commonwealth of Australia, a Surveyor specially licensed by the Commonwealth under the provisions of the Real Property Ordinance 1925, do hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan are correct (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented (c) that all physical objects indicated exist in the positions shown (d) that the whole of the material facts in relation to the land are correctly represented (e) that the survey has been made by me and completed on the 15th day of May 1939, and I make this solemn declaration by virtue of the Statutory Declarations Act 1911-1922 conscientiously believing the statements contained herein to be true in every particular.

J. N. Rogers
Licensed Surveyor.

(F) AMENDED BY REQUEST OF O.C.S.
REF FOLIO No 1050 ON FILE No 00/2404
13.10.00

(121) AMENDED BY REQUEST OF L.T.O.
REF FOLIO No 452 ON FILE No 83/2417
* PROPOSED ELECTRIC SUPPLY
SERVICE EASEMENT 8' WIDE
13/5/93

Nomenclature Amended To 17.5.56

Drawn by *F* Date 25.10.40
Examined by *F.A.M.* Date 29.10.40
Date of Survey May 1939,
Field Books. B.1154, 2134, S.1466,
Strom Meridian.

Amendments
(a), (b), (c), (d), (e) *Wentzel* Date 17.6.80

Declared at Canberra the twenty ninth day of October 1940,
before me.

Wentzel
Commissioner for Declarations under the
Statutory Declarations Act 1911-1922.



Form 078

1. LAND

Unit Plan No
15295

[illegible]

21

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

Folio

58

Signature of Lessee

Lyn Tanky

David Pryce
Registrar-General



Deputy Registrar-General



NOTES:

* ALL UNITS AND UNIT SUBSIDIARIES LIE WITHIN BLOCK 1 SECTION 1.

* UNITS & SUBSIDIARIES MAY CONTAIN SERVICES WHICH ARE THE PROPERTY OF THE OWNERS CORPORATION OR OTHER UNIT OWNERS.

* UNIT & SUBSIDIARY AREAS HAVE BEEN DETERMINED WITH REFERENCE TO THE CENTRELINES OF WALLS, UNLESS NOTED OTHERWISE.

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

* ALL AREAS ARE APPROXIMATE AND MAY CONTAIN COLUMNS AND SERVICE DUCTS, WHICH ARE COMMON PROPERTY.

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

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

CP - DENOTES COMMON PROPERTY

Form 3

Form 091 - FP

0 2 4 6 8 10 METRES
Graphic bar scale - SCALE 1: 150

REF: 9419

LAND TITLES

ACCESS CANBERRA
Chief Minister, Treasury and
Economic Development Directorate

Sheet No. 3 of 6

FLOOR PLAN

Block

1

Section

1

Division

BRADDON

FLOOR NUMBER

BASEMENT

NICOLAS ANTONIOBULS
SOLE DIRECTOR OF
THH DEVELOPMENTS
PTY LTD
ACN : 144 651 892

Nh
Signature of Lessee

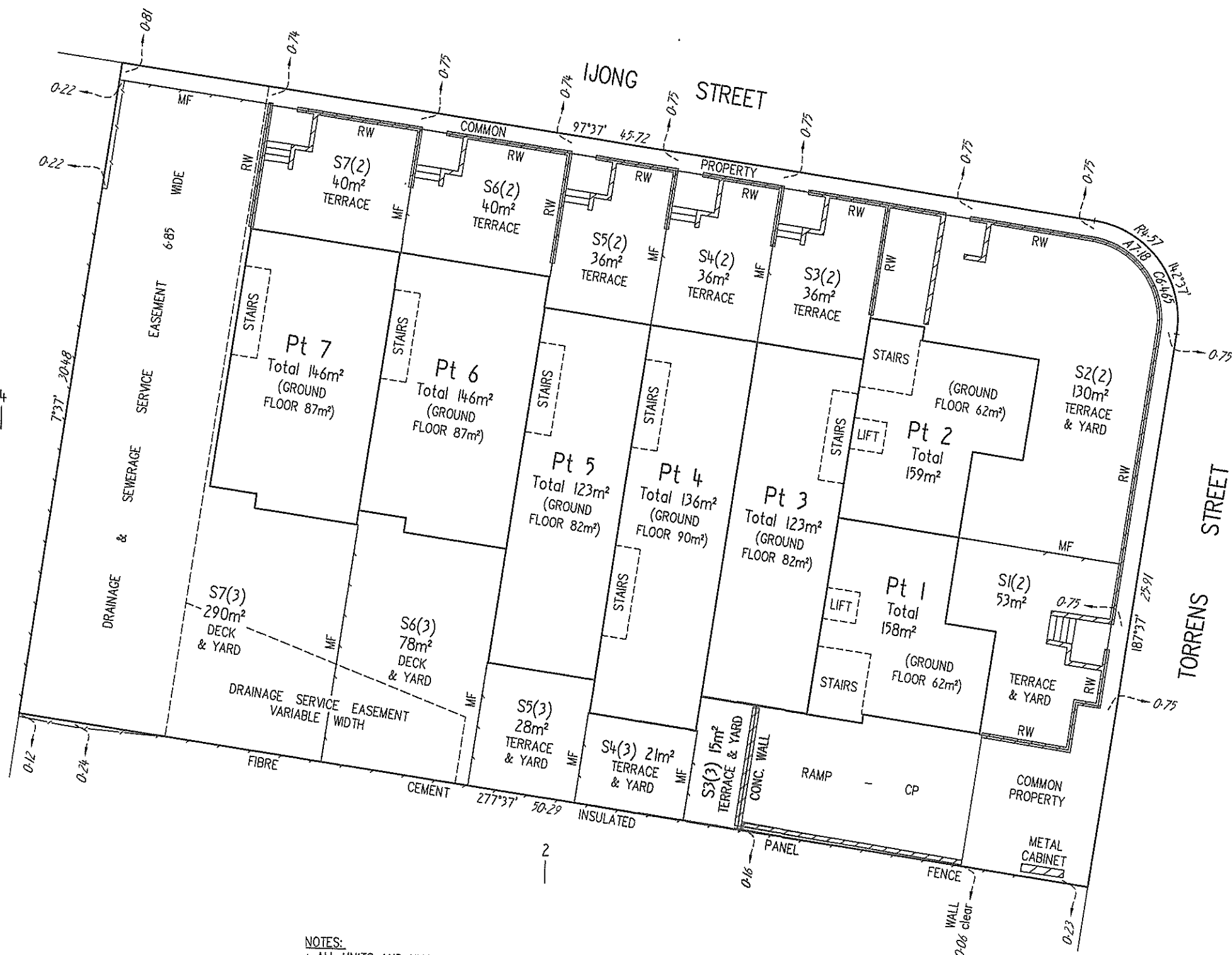
Lyn Tankey
Lyn Tankey
Delegate of the
ACT Planning and Land Authority

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

UNITS PLAN No.

15295

UNIT No.	STREET ADDRESS
1	83 TORRENS STREET
2	52C IJONG STREET
3	52B IJONG STREET
4	52A IJONG STREET
5	50C IJONG STREET
6	50B IJONG STREET
7	50A IJONG STREET



CP - DENOTES COMMON PROPERTY
MF - DENOTES METAL FENCE
RW - DENOTES RENDERED BLOCKWORK WALL

NOTES:

* ALL UNITS AND UNIT SUBSIDIARIES LIE WITHIN BLOCK 1 SECTION 1.

* TERRACE SUBSIDIARIES ARE PARTLY LIMITED IN DEPTH TO THE MEDIAN OF THE CONCRETE SLAB WHICH FORMS THEIR LOWER SURFACE, WHERE SUCH SUBSIDIARY FALLS WITHIN THE OUTLINE OF THE FLOOR BELOW.

* TERRACE & YARD SUBSIDIARIES ARE LIMITED IN HEIGHT TO THE PROJECTION OF THE UPPER BOUNDARY OF THE RESPECTIVE UNIT.

* UNITS & SUBSIDIARIES MAY CONTAIN SERVICES WHICH ARE THE PROPERTY OF THE OWNERS CORPORATION OR OTHER UNIT OWNERS.

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Form 3

Form 091 - FP

Graphic bar scale - SCALE 1: 150
0 2 4 6 8 10 METRES

REF: 9419

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

Sheet No. 4 of 6

FLOOR PLAN

Block

1

Section

1

Division

BRADDON

FLOOR NUMBER

GROUND

NICOLAS ANTONIOBULOS
SOLE DIRECTOR OF
THH DEVELOPMENTS
PTM LTD

ACN: 144 651 892

Signature of Lessee

Lyn Tankey

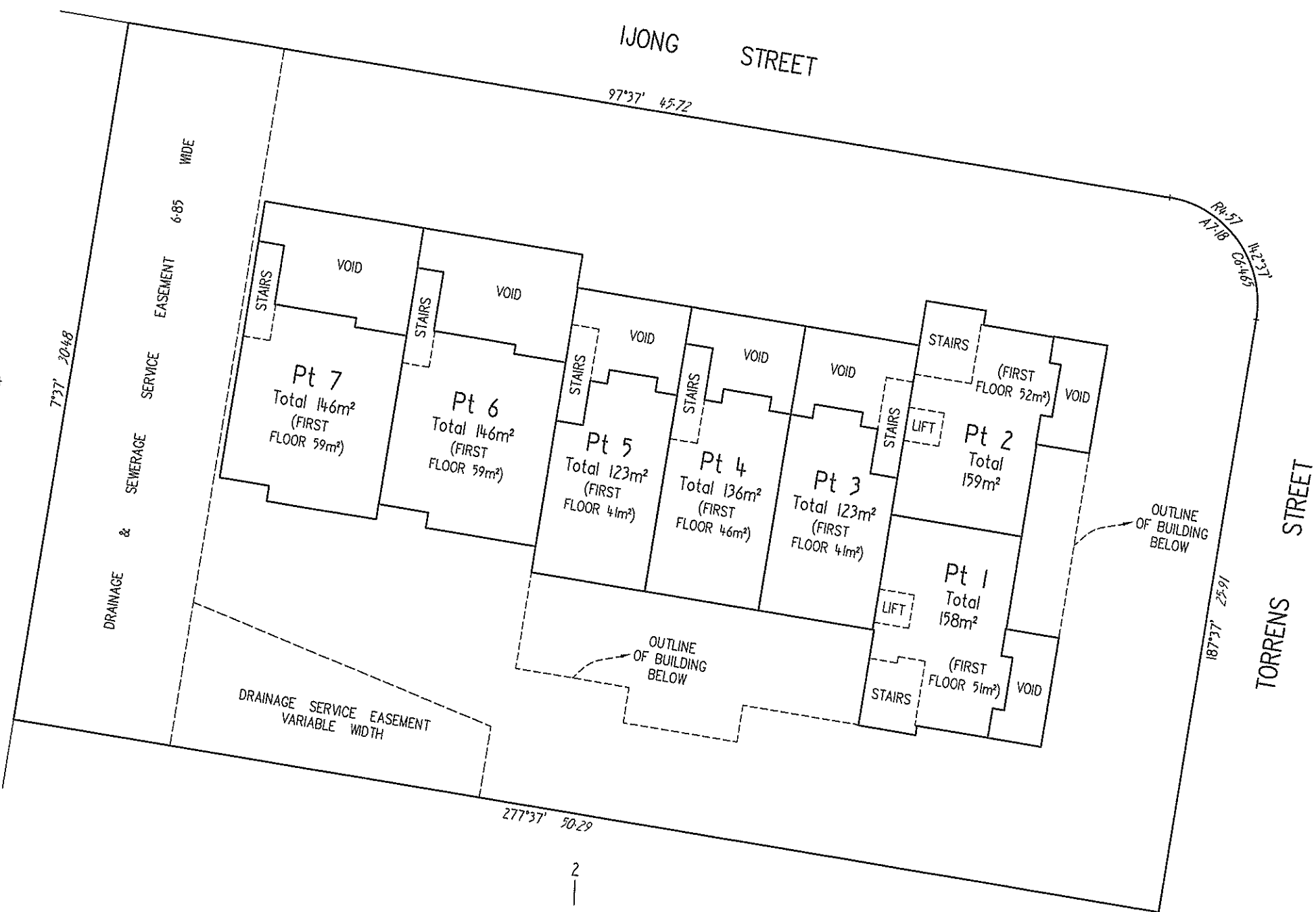
Delegate of the
ACT Planning and Land Authority

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

UNITS PLAN No.

15295

UNIT No.	STREET ADDRESS
1	83 TORRENS STREET
2	52C IJONG STREET
3	52B IJONG STREET
4	52A IJONG STREET
5	50C IJONG STREET
6	50B IJONG STREET
7	50A IJONG STREET



- NOTES:
- * ALL UNITS AND UNIT SUBSIDIARIES LIE WITHIN BLOCK 1 SECTION 1.
 - * UNITS & SUBSIDIARIES MAY CONTAIN SERVICES WHICH ARE THE PROPERTY OF THE OWNERS CORPORATION OR OTHER UNIT OWNERS.
 - * UNIT & SUBSIDIARY AREAS HAVE BEEN DETERMINED WITH REFERENCE TO THE CENTRELINES OF WALLS, UNLESS NOTED OTHERWISE.
 - * THE POSITION OF THE WALL CENTRELINES HAVE BEEN ESTIMATED (DEDUCED) TO DETERMINE UNIT AREA.

- * ALL AREAS ARE APPROXIMATE AND MAY CONTAIN COLUMNS AND SERVICE DUCTS, WHICH ARE COMMON PROPERTY.
- * AREAS ARE SHOWN FOR THE PURPOSES OF THE UNITS PLAN ONLY AND MUST NOT BE USED FOR ANY OTHER PURPOSE.
- * UNITS & SUBSIDIARIES ARE SUBJECT TO THE PROVISIONS OF SECTION 34 OF THE UNIT TITLES ACT 2001, WHERE APPLICABLE.

LAND TITLES	
ACCESS CANBERRA	
Chief Minister, Treasury and Economic Development Directorate	
Sheet No.5.....	of6.....
FLOOR PLAN	
Block	1
Section	1
Division	BRADDON
FLOOR NUMBER	FIRST

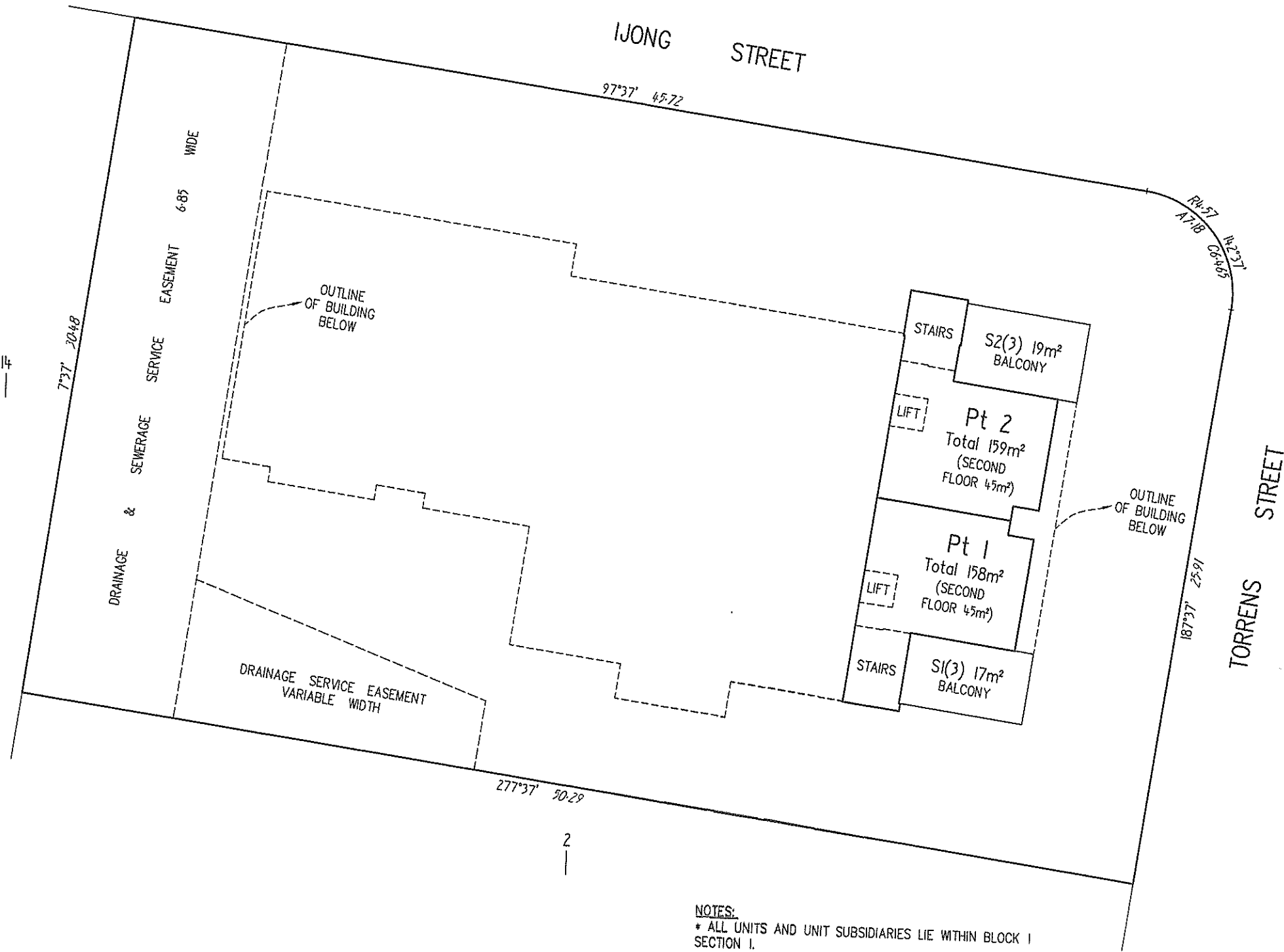
NICOLAS ANTONIOPOULOS
SOLE DIRECTOR OF
TIAM DEVELOPMENTS
PTY LTD
ACN : 144 651 892

 Signature of Lessee	
 Lyn Tankey Delegate of the ACT Planning and Land Authority	
APPROVED UNDER THE UNIT TITLES ACT 2001, AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND	

UNITS PLAN No.
15295

Form 3	0 2 4 6 8 10 METRES
Form 091 - FP	Graphic bar scale - SCALE 1: 150

UNIT No.	STREET ADDRESS
1	83 TORRENS STREET
2	52C IJONG STREET



NOTES:

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

Sheet No.6.....of6.....

FLOOR PLAN

Block

1

Section

1

Division

BRADDON

FLOOR NUMBER

SECOND

NICOLAS ANTONIO RUIZ
SOLE DIRECTOR OF
TIHHI DEVELOPMENTS
PTY LTD
ARN : 144 651 892

[Signature]
Signature of Lessee

Lyn Tankey
Lyn Tankey

Delegate of the
ACT Planning and Land Authority

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

UNITS PLAN No.

15295

Form 3

Form 091 - FP

0 2 4 6 8 10 METRES

Graphic bar scale - SCALE 1: 150

REF: 9419

FORM 4

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 15295

Block 1 Section 1 Division of BRADDON

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

1. The term of the lease of each of the units expires on the twenty sixth day of September Two thousand one hundred and twenty.
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 parcel of land identified as an 'easement' on the attached plan, a reservation ('Reservation') in favour of the relevant provider (referred to as the "service provider");
 - (b) the service provider may:
 - (i) provide, maintain and replace services supplied by that service provider through the parcel of land within the site of the Reservation; and
 - (ii) do anything reasonably necessary for that purpose, including without limitation:
 - (A) entering or passing through the parcel of land;
 - (B) taking anything on to the parcel of 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 parcel of land causes as little disruption, inconvenience and damage as is practicable; and
 - (ii) ensure that the parcel of 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 parcel of land to a condition that would result in:
 - (A) an interference with:
 - (1) any service on or through the parcel of land; or
 - (2) access to any service on or through the parcel of 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 parcel of land comprising the Reservation;
- (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 parcel of land comprising the Reservation UNLESS written advice from the service provider is obtained;
- (f) for the purposes of the Reservation, "services", includes, without limitation, communication services, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; 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 – 7 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows:

- (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
- (b) to 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 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 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 at all reasonable times and in any reasonable manner and inspect the unit;
- (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 unit and the right to the use, flow and control of ground water under the surface of the unit 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 may at any time upon payment of all rent and all other money due to the Authority under this lease surrender this lease to the Authority but subject to any law of the Territory to the contrary the Lessee shall not be entitled to receive any compensation from the Authority, the Territory or from the Commonwealth in respect of such surrender or in respect of any buildings erections or improvements comprising the unit;
- (b) that if:
 - (i) 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
 - (ii) 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) or (ii) 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 parcel of land;
- (c) "dwelling" has the same meaning as in the Planning and Development Regulation 2008;
- (d) "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;
- (e) "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;
- (f) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (g) "single dwelling housing" means the use of the parcel of land for residential purposes for a single dwelling only;
- (h) "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);
- (i) "unit" means the parcel of land and the building and other improvements including any unit subsidiaries constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (j) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (k) words in the singular include the plural and vice versa;
- (l) words importing one gender include the other genders;

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

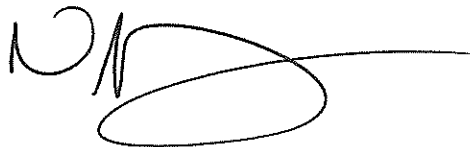
DATED the..... Sixth day of..... December 2021.

Lyn Tankey

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

NICOLAS ANTONIOPOULOS
SOLE DIRECTOR OF

LESSEE: TIHHI DEVELOPMENTS PTY LIMITED ACN 144 651 892



FORM 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 15295

Block 1 Section 1 Division of BRADDON

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

1. The term of the lease expires on the twenty sixth day of September Two thousand one hundred and twenty.
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 parcel of land identified as an 'easement' on the attached plan a reservation ('Reservation') in favour of the relevant provider (referred to as the "service provider");
 - (b) the service provider may:
 - (i) provide, maintain and replace services supplied by that service provider through the parcel of land within the site of the Reservation; and
 - (ii) do anything reasonably necessary for that purpose, including without limitation:
 - (A) entering or passing through the parcel of land;
 - (B) taking anything on to the parcel of 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 parcel of land causes as little disruption, inconvenience and damage as is practicable; and
 - (ii) ensure that the parcel of 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 parcel of land to a condition that would result in:
 - (A) an interference with:
 - (1) any service on or through the parcel of land; or
 - (2) access to any service on or through the parcel of 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 parcel of land comprising the Reservation;
- (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 parcel of land comprising the Reservation UNLESS written advice from the service provider is obtained;
- (f) for the purposes of the Reservation, “services”, includes, without limitation, communication services, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; 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. 15295 (“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 parcel of 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 parcel of 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 parcel of 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 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 affected 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 parcel of land forming the common property;
- (h) that the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the 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) that if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;
- (b) that any extension of the term of all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;

- (c) any and every right power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

6. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "owners corporation" means the body corporate under the name of 'The Owners – Units Plan No. 15295';
- (d) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (e) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (f) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (g) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (h) words in the singular include the plural and vice versa;
- (i) words importing one gender include the other genders;

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

DATED the..... Sixth day of..... December 2021.

Lyn Tankey

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

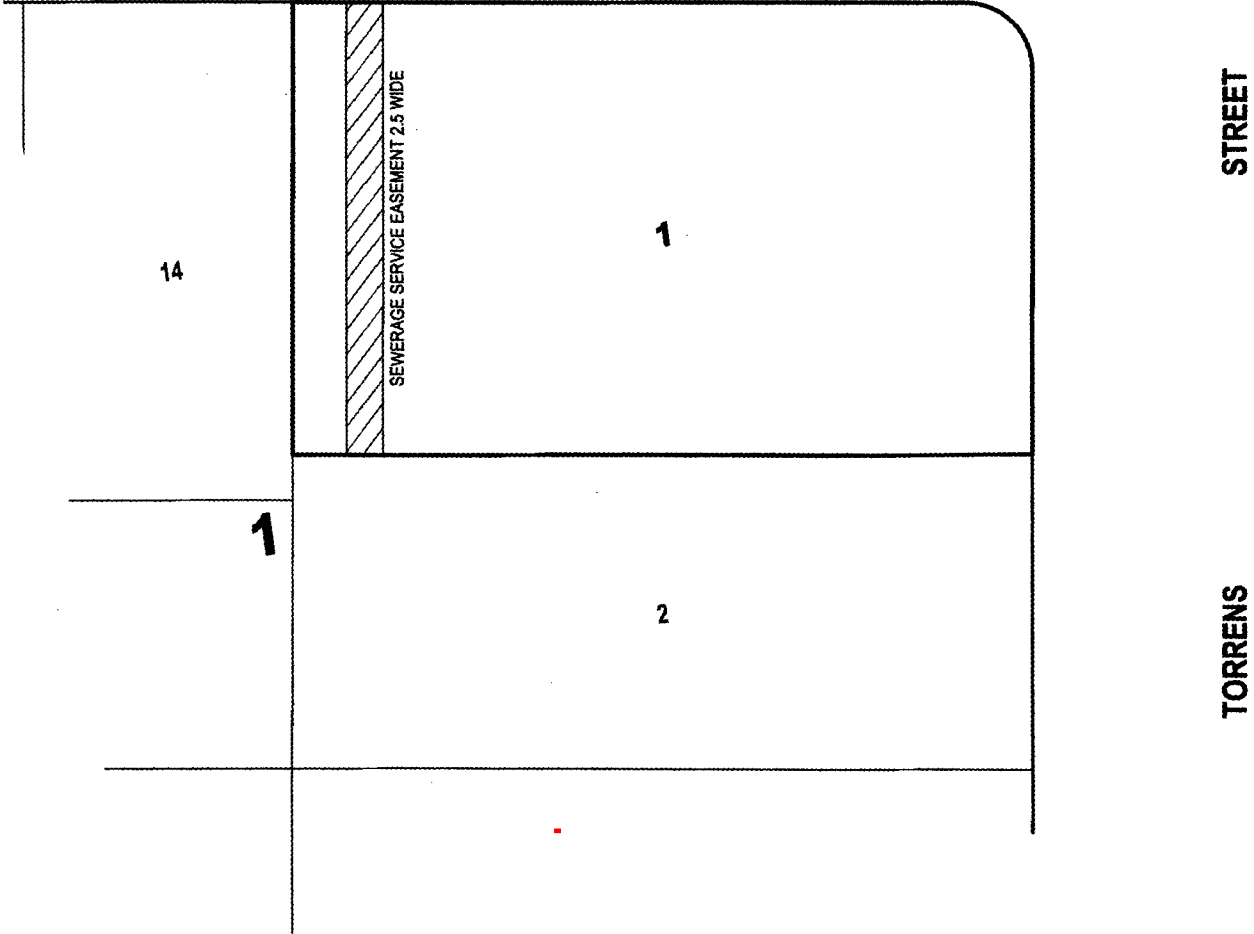
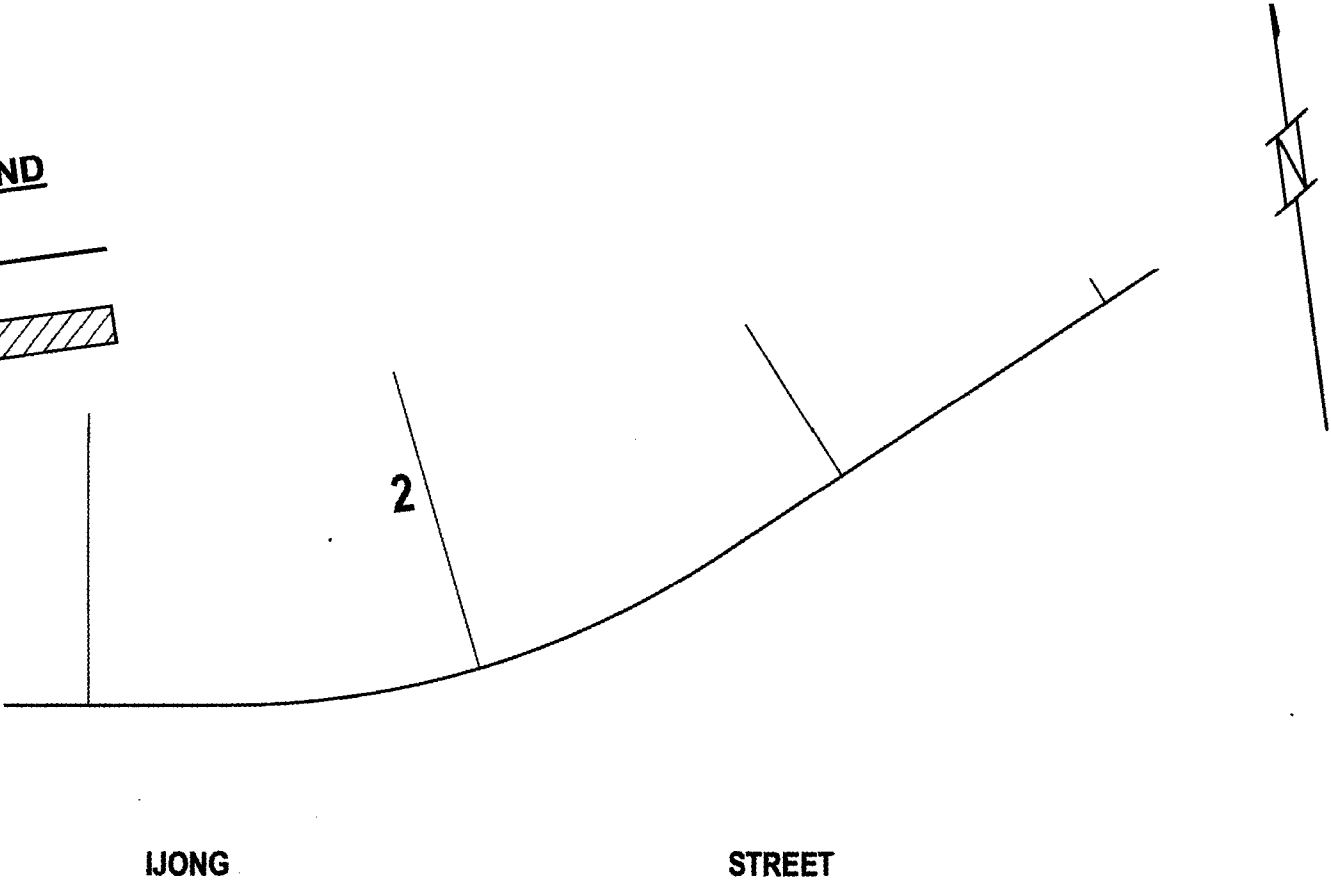
NICOLAS ANTONOPOULOS
SOLE DIRECTOR OF

LESSEE: TIHHI DEVELOPMENTS PTY LIMITED ACN 144 651 892

A handwritten signature in black ink, appearing to be 'N/A' followed by a large, sweeping loop.

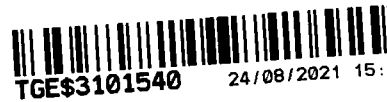
LEGEND

- A 
- B 





Chief A



TGE\$3101540

24/08/2021 15:38:45 Quin S

LAND TITLES

ERRA
orate

3101540

ENT

Form 080 - TGE

Land Titles Act 1925

LODGING PARTY DETAILS

Settlements ACT

Name	Email Address	Customer Reference Number	Contact Telephone Number
	GPO Box 2193 CANBERRA ACT 2601 Tel: (02) 6185 1912 E: settlements.act@bigpond.com	2601	

TITLE AND LAND DETAILS SERVIENT TENEMENT / GRANTOR

Volume & Folio	District/Division	Section	Block	Unit
51:5039	Braddon	1	1	

TITLE AND LAND DETAILS DOMINANT TENEMENT / GRANTEE

Volume & Folio	District/Division	Section	Block	Unit
n/a	n/a	n/a	n/a	n/a

FULL NAME AND ADDRESS OF APPLICANT / GRANTOR / SERVIENT TENEMENT (Surname Last) (ACN required for all Companies)

TIHHI DEVELOPMENTS Pty Limited - ACN 144 651 892
13 Station Street, Kogarah NSW 2217

FULL NAME AND ADDRESS OF GRANTEE / DOMINANT TENEMENT (Surname Last) (ACN required for all Companies)

Icon Water Limited ABN 86 069 381 960
Level 5, 40 Bunda Street, Canberra ACT 2600

TYPE OF APPLICATION (Please state in full the type of easement – ie, Easement for Overhang and Guttering)

Easement in gross under s 103C of the *Land Titles Act 1925* (ACT)

DETAILS OF APPLICATION (Please outline briefly and add full detail on annexure page with plan as attachment)

The applicant/s (grantor – servient tenement) hereby apply to transfer and grant an easement as described briefly below and in the attached plan – Refer to Annexure A

CONSENTING PARTY – SUPPORTING DOCUMENTATION

☐ Please complete and attach – **Form 042 – C – Consent** (One form required for each party required to consent)

RECITAL DOCUMENT

☒ Please complete and attach the recital document

DATE

19/8/21

CERTIFICATION *Delete the inapplicable**Grantor / Servient Tenement**

- *The Certifier has taken reasonable steps to verify the identity of the Grantor / Servient Tenement 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:



<Name of certifying party>
<Capacity of certifying party>

GEORGIA ANTONOPOULOS
Level 1, 121 Marcus Clarke Street Canberra
Barrister & Solicitor of the Supreme Court
Of the Australian Capital Territory

for: <Company names> MILLS OAKLEY

on behalf of the Grantor / Servient Tenement

CERTIFICATION *Delete the inapplicable**Grantee / Dominant Tenement**

- *The Certifier has taken reasonable steps to verify the identity of the Grantee / Dominant Tenement 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:



<Name of certifying party>
<Capacity of certifying party>

ALISON PRATT
GENERAL COUNSEL FOR ICON WATER

for: <Company name>

ICON WATER LIMITED

on behalf of the Grantee / Dominant Tenement

OFFICE USE ONLY			
Lodged by		Registered date / by	
Data entered by	EW	Attachments/Annexures	consent + annex



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)
51:5039	Braddon	1	1		

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
Transfer and Grant of Easement	8

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
TIHHI Developments Pty Limited ACN 144 651 892, of 13 Station Street, Kogarah NSW 2217, as Grantor Icph Water Limited ABN 86 069 381 960 Bunda Street, Canberra City ACT 2601, as Grantee

DEED OF EASEMENT IN GROSS

(Made under section 103C of the *Land Titles Act 1925* (ACT))

Date: the 19th day of August 2021.

Parties: Icon Water Limited ABN 86 069 381 960 of 40 Bunda Street,
Canberra, Australian Capital Territory, 2600 (**Icon Water**)

and:

Tihhi Developments Pty Limited ACN 144 651 892 of 13 Stations
Street, Kogarah New South Wales 2217

(**"Grantor"**)

Recitals:

- A. The Grantor is the registered proprietor of the Land known as Block 1 Section 1 division of Braddon.
- B. Part of the Sewerage Network owned by Icon Water runs through, or will run through, the Grantor's land.
- C. The Grantor grants, and Icon Water accepts, an easement on the terms contained in this Deed.

Operative provisions:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Act means the *Utilities Act 2000* (ACT).

Claim means any action, suit, proceeding or demand of any kind (including by or against Icon Water).

Easement Area means the area shown as "Drainage & Sewerage Service Easement 6.85 Wide" and "Drainage Service Easement Variable Width" on the survey plan dated a copy which is attached hereto and marked "Attachment A".

Water Network has the meaning given to it in the Act.

Grantor's Rights means the Grantor's rights and obligations set out in clause 4.

Icon Water Equipment means any and all equipment of whatever kind owned or used by Icon Water in the provision of Utility Services, including but not limited to equipment used for the purposes of supplying water or sewerage services including pipes, drains, pits, surface manholes, vents, marker posts and plates.

Icon Water Rights means Icon Water's rights and obligations set out in clause 3.

Land means the land known as Block 1 Section 1 division of Braddon and being the land held under Certificate of Title Volume 51 Folio 5039.

Law means a law, legislation, statute, ordinance, act, rule, order, regulation, by-law or code, in force from time to time.

Liability means any damage, Claim, loss, liability, cost (on a solicitor and own client basis) and expense of any kind.

Network Operations has the meaning given to it in the Act.

Sewerage Network has the meaning given to it in the Act.

Utility Service has the meaning given to it in the Act.

Water Network has the meaning given to it in the Act.

1.2 Interpretation

Unless otherwise stated:

- (a) “Icon Water” includes Icon Water’s administrators, successors, transferees, assigns, licensees, employees, officers, agents, contractors, subcontractors and any other persons authorised by Icon Water.
- (b) “Grantor” includes the Grantor’s administrators, successors, transferees, assigns, licensees, employees, agents, contractors, subcontractors and invitees and any other person to which the rights or interests under this Easement are transferred, or passed by operation of law, from time to time.
- (c) Unless the contrary intention appears, the word “person” includes a firm, a body corporate, an unincorporated association or an authority.
- (d) An agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally and an agreement, representation or warranty on the part of two or more persons binds them jointly and severally.
- (e) Reference to:
 - (i) one gender includes the other gender;
 - (ii) the singular includes the plural and the plural includes the singular;
 - (iii) a person includes a body corporate;
 - (iv) two parties means those parties jointly and severally;
 - (v) a party includes the party’s executors, administrators, successors and permitted assigns; and
 - (vi) “agent” includes financial advisers, solicitors and other advisers;
 - (vii) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

- (viii) a schedule, annexure, or attachment is to a schedule, annexure or attachment to this Deed.
- (f) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (g) Headings are for convenience only and do not form part of this Deed or affect its interpretation.
- (h) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it.
- (i) The meaning of general words is not limited by specific examples introduced by “including”, “for example” or similar expressions.

2. GRANT OF EASEMENT

- 2.1 The Grantor grants to Icon Water an easement (**Easement**) over the Easement Area on the terms contained in this Deed.
- 2.2 The Easement runs with and burdens the Land.

3. ICON WATER'S RIGHTS AND OBLIGATIONS

- 3.1 Icon Water may, at any time and without restriction for purposes connected with the provision or maintenance of a Utility Service:
 - (a) access, inspect, maintain, repair, renew, alter, remove, replace, add to or use the Icon Water Equipment;
 - (b) cause or permit water or sewage to be distributed or transmitted through the Icon Water Equipment in, on or under the Land;
 - (c) make surveys, take samples and examine the soil on the Land;
 - (d) construct, install, erect, lay or place Icon Water Equipment in, on or over the surface of the Land within the Easement Area;
 - (e) fell or lop trees, or clear, cut or remove anything, or direct the Grantor to remove anything which interferes with or may interfere with Icon Water Equipment or with the exercise of the Icon Water Rights including, without limitation, trees, plants, roots, branches, improvements, structures, fixtures, soil fill, or any other items whether temporary or permanent in nature;
 - (f) interrupt the provision of Utility Services by Icon Water to the Land;
 - (g) make cuttings or excavations in the Easement Area;
 - (h) erect fences and other structures within the Easement Area when required by law or when exercising the Icon Water Rights;
 - (i) demolish, destroy or remove any part of the Icon Water Equipment located in, on or under the surface of the Land;

- (j) put a gate or passageway in a fence or wall that prevents or hinders the work of Icon Water, or remove such a gate or passageway;
- (k) temporarily divert or stop traffic on a public road thereby affecting access to the Land;
- (l) remove and dispose of soil, vegetation and other material accumulated during an exercise of Icon Water Rights;
- (m) enter and traverse:
 - i. the Land in order to access the Easement Area; and
 - ii. the Easement Area;
- (n) bring its equipment, vehicles and machinery onto the Land and the Easement Area for the purpose of exercising the Icon Water Rights;
- (o) use those parts of the Land immediately adjacent to either side of the Easement Area which are reasonably required by Icon Water in connection with the exercise of the Icon Water Rights;
- (p) in urgent circumstances, and where it is not reasonably practicable to provide prior notice to the Grantor, Icon Water may perform any of the Icon Water Rights, without a requirement of prior notice to the Grantor;
- (q) install within the Easement Area any equipment or other infrastructure necessary to ensure the operation of the Water Network or Sewerage Network (as applicable) and compliance with all laws and applicable industry standards; and
- (r) carry out any powers given to it under the Act or any other law where the carrying out of those powers is required or desirable for a purpose connected with the Utility Services.

3.2 When exercising the Icon Water Rights, Icon Water must:

- (a) take reasonable steps to ensure that it causes as little inconvenience, detriment and damage as is practicable to the Grantor and other occupants of the Land;
- (b) take all reasonable steps to ensure that the land within the Easement Area is restored as soon as practicable to a condition that is similar to its condition before the operations began provided however that Icon Water will not be required to restore the land to a condition that would involve an interference with the Icon Water Equipment or a contravention of any law.

4. THE GRANTOR'S RIGHTS AND OBLIGATIONS

- 4.1 The Grantor must maintain the Easement Area in a way which ensures Icon Water has unobstructed and unimpeded access to the Easement Area and the Icon Water Equipment at all times.
- 4.2 The Grantor must not interfere with the Icon Water Rights.
- 4.3 The Grantor must not do or knowingly allow to be done any act or thing which may:

- (a) remove, damage, destroy or interfere with the Icon Water Equipment; or
 - (b) obstruct, prevent, or interfere with a Utility Service.
- 4.4 The Grantor must not position or erect, or permit to be positioned or erected, within the Easement Area any permanent or temporary fixture, structure or items, or plant trees or shrubs which have a potential to damage the Icon Water Equipment or obscure access to the Icon Water Equipment, without obtaining Icon Water's prior written consent and complying with all Laws.
- 4.5 The Grantor must inform any tenants and other occupants of the Land of the Icon Water Rights and ensure that any lease incorporates details of the Icon Water Rights and the Grantor's obligations under this Deed.

5. INDEMNITY AND RELEASE

- 5.1 The Grantor indemnifies Icon Water, and must keep Icon Water indemnified, against any and all Liability incurred by or awarded against Icon Water whatsoever and whenever arising, whether directly or indirectly, relating to, arising from or in connection with:
 - (a) a breach by the Grantor of its obligations under this Deed;
 - (b) interference with the exercise of the Icon Water Rights;
 - (c) damage, loss, injury, illness or death caused or contributed to by the default, act, omission or negligence of the Grantor; or
 - (d) the use or occupation of the Land by the Grantor or others authorised to exercise the rights and powers of the Grantor under this Deed to the extent that the Liability is caused or contributed to by the default, act, omission or negligence of the Grantor;
- 5.2 The indemnity in clause 5.1 is reduced proportionally to the extent that any negligent act or omission of Icon Water contributed to the Liability.
- 5.3 It is not necessary for Icon Water to incur expense or make payment before enforcing a right of indemnity conferred by this Deed.
- 5.4 The Grantor releases Icon Water from any and all Liability incurred by or awarded against the Grantor whatsoever and whenever arising, whether directly or indirectly, relating to, arising from or in connection with the exercise of the Icon Water Rights.

6. OTHER MATTERS

- 6.1 The Icon Water Equipment will remain the property of Icon Water whether or not annexed or affixed to the Land.
- 6.2 The Grantor represents and warrants that it has full power to grant this Easement and the rights and powers conferred by it.
- 6.3 The Grantor must do all things reasonably required by Icon Water from time to time in order to:
 - (a) stamp and register this Deed; and

- (b) make sure that Icon Water is given all rights and powers intended to be conferred by this Deed.

7. SURVIVAL OF DEED

- 7.1 This Deed shall survive any change in ownership of the Land and shall bind each and every subsequent owner of the Land as if the owner had executed this Deed in its own right.

8. STATUTORY RIGHTS

- 8.1 Nothing in this Deed limits Icon Water's rights under the Act or any other law.

9. GOVERNING LAW

- 9.1 This Deed is governed by the laws of the Australian Capital Territory.
- 9.2 Each party submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory and any court that may hear appeals from those courts.

10. SEVERABILITY

- 10.1 *If any provision of this Deed is held invalid, unenforceable or illegal for any reason, the Deed shall remain otherwise in full force and effect apart from that or those provisions which have been severed.*

11. ACKNOWLEDGMENTS

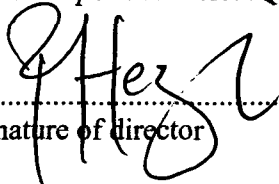
- 11.1 The Grantor acknowledges that:
 - (a) failure of, or damage caused to, the Icon Water Equipment from whatever means could result in loss and/or damage being caused to people and property;
 - (b) Icon Water will, when exercising the Icon Water Rights, cordon off all or part of the Easement Area and areas adjacent to the Easement Area; and
 - (c) any items whether of a temporary or permanent nature situated in areas where Icon Water must obtain access to the Icon Water Equipment, may need to be removed in order for Icon Water to exercise the Icon Water Rights.

12. COUNTERPARTS

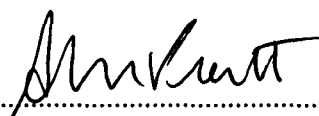
- 12.1 This Deed may be executed in counterparts, and all executed counterparts constitute the same Deed.

EXECUTED AS A DEED

EXECUTED for and on behalf of)
ICON WATER LIMITED ACN 069)
381 960 in accordance with section 127)
of the Corporations Act 2001 (Cth):)

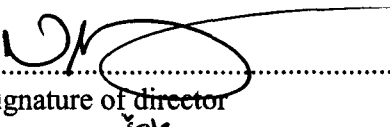

.....
Signature of director

RAYMOND HEZKIAL
.....
Name of director (print)


.....
Signature of ~~director~~/secretary

Arison Pratt
.....
Name of ~~director~~/secretary (print)

EXECUTED for and on behalf of)
TIHHI DEVELOPMENTS PTY)
LIMITED ACN 609 054 131 in)
accordance with section 127 of the)
Corporations Act 2001 (Cth):)


.....
Signature of director
Sole

NICOLAS ANTONOPOULOS
.....
Name of director (print)
Sole

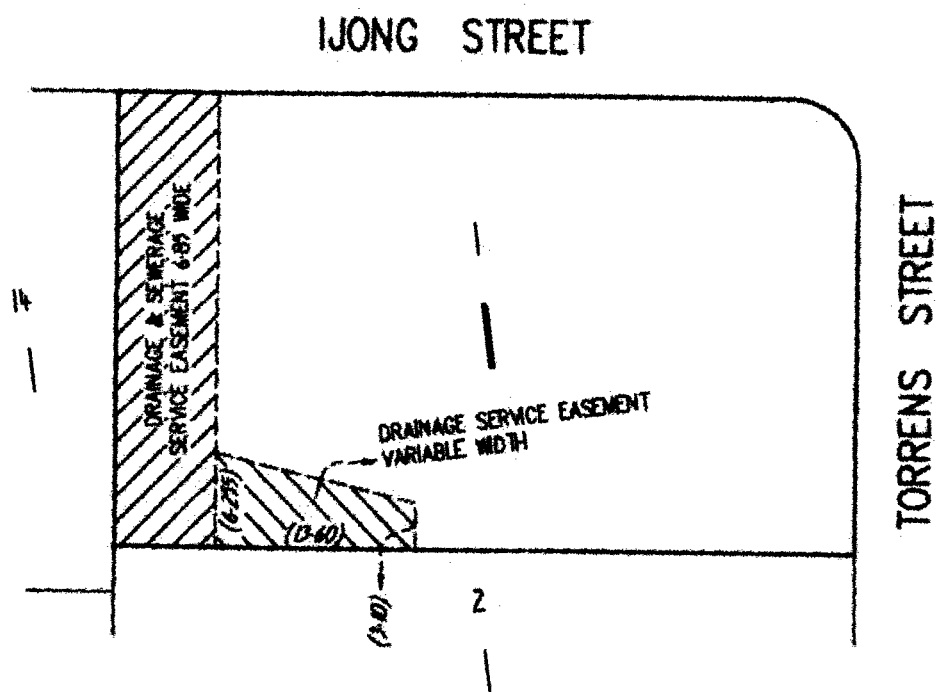
.....
Signature of director/secretary

.....
Name of director/secretary (print)

Attachment A (Easement Area)

LEGEND

-  Subject Block Boundary
-  Drainage Service Easement
-  Drainage & Sewerage Service Easement



SCALE 1:400
0 5 10 15 20 25 METRES

THIS IS THE PLAN REFERRED TO IN THE
LEASE OF BLOCK 1 SECTION 1 DIVISION OF
BRADDON GRANTED ON THE
DAY OF
THERETO. AS BEING ANNEXED

PAGE OF BLK 1 SEC 1 BRADDON



CONSENT TO REGISTER

Form 042 - C

Land Titles Act 1925

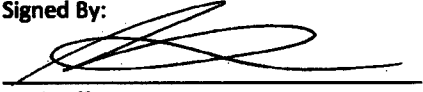
NOTE – Where a Subleasee or Caveator consents to the registration of a units plan, upon registration, it will have the effect of determining the sublease pursuant to S90 of the *Land Titles Act 1925* and S25(1)(a) of the *Land Titles (Unit Titles) Act 1970*.

LODGING PARTY DETAILS			
Settlements ACT			
GPO Box 2198			
Name		Customer Reference Number	Contact Telephone Number
CANBERRA ACT 2601			
Tel: (02) 6185 1912			
E: settlements.act@bigpond.com			

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
51:5039	BRADDON	1	1	

FULL NAME OF CONSENTING PARTY
(Surname Last) (ACN required for all companies)
National Australia Bank Limited ABN 12 004 044 937

CONSENT TO REGISTER
(Please specify the purpose of this consent and all parties related to the instrument to be registered)
Transfer and Grant of Easement between Tihhi Developments Pty Limited (Grantor) and Icon Water Limited (Grantee)

CERTIFICATION <i>*Delete the inapplicable</i>
Mortgagee
*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:

Bank Officer Signature
Joe Zheng
Bank Officer Name
Bank Officer
For: National Australia Bank Limited ABN 12 004 044 937
on behalf of the Mortgagee



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	4	Block	1	Section	1	Suburb	BRADDON
------	---	-------	---	---------	---	--------	---------

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)	()	()

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: 17-JUN-26 15:18:41

E-mail Address :

actenquiries@infotrack.com.au

Client Reference :

12975 - 197699214



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

17-JUN-2026 15:18

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 5

INFORMATION ABOUT THE PROPERTY

BRADDON Section 1/Block 1/Unit 4

Building Class: A

Area(m2): 1,528.4

Unimproved Value: \$2,030,000

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

17-JUN-2026 15:18

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 5

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA202139183 **Lodged** 08-SEP-21 **Type** See Subclass

-- Application Details -----

Description

LEASE VARIATION - Lease variation to vary the Crown lease to specify a maximum of 7 dwellings.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	1	1-1	

-- Involved Parties -----

Role	Name
Lessee	Tihhi Developments Pty Ltd
Lessee	Tihhi Developments Pty Ltd
Applicant	Purdon Planning Pty Ltd

-- Activities -----

Activity Name	Status
Code Track	Approval Conditional

Application DA201834878 **Lodged** 27-NOV-18 **Type** See Subclass

-- Application Details -----

Description

Crown Lease Variation to relocate a sewer easement.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	1	1-1	

-- Involved Parties -----

Role	Name
Lessee	Tihhi Developments Pty Limited
Applicant	Purdon Planning Pty Ltd

-- Activities -----

Activity Name	Status
Code Track	Approval Conditional



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

17-JUN-2026 15:18

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 5

Application DA201733103 **Lodged** 11-JAN-18 **Type** See Subclass

-- Application Details -----

Description

AMENDMENT TO APPROVED DA201733103 (S197D). Amendment to the development application for proposal for multi unit development - the amendment proposes: amendments to the internal courtyard, rear courtyard fencing, location of electrical board, basement access and internal layout, visitor parking layout, kitchen layout, wall materials and landscape locations and quantities; minor amendments to ground floor, first floor and roof; removal of easement access fence and gate; relocation of sewer tie and clothes line; addition of skylights and associated works.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	1	1-1	

-- Involved Parties -----

Role	Name
Representor	Gerlinde Sullivan
Lessee	Tihhi Developments
Applicant	Architects Ring & Associates
Representor	Geoff Davidson
Representor	Denise Taunton
Representor	Morgan Gaynor
Representor	Kerry-Anne Walsh
Representor	Gregory Duffy

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

17-JUN-2026 15:18

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 4 of 5

Application DA201732001 **Lodged** 06-DEC-17 **Type** See Subclass

-- Application Details -----

Description

LEASE VARIATION - To specify a maximum of eight (8) dwellings

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	1	1-1	

-- Involved Parties -----

Role	Name
Representor	Gerlinde Sullivan
Representor	Greg Duffy
Lessee	Tihhi Developments Pty Ltd
Applicant	Spacelab
Representor	Geoff Davidson
Representor	Kerry-Anne Walsh
Representor	Gaynor Morgan
Representor	Denise Taunton

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

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

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

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

LAND USE POLICIES

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



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

17-JUN-2026 15:18

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 5 of 5

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

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

URBAN FOREST ACT 2023

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

---- END OF REPORT ----

**UNIT TITLE CERTIFICATE
SECTION 119**

Units Plan No. **15295** Lot No. **4** Unit Number.

Unit Owner/Eligible Person: **Ahuja & Kaushik (sale)**

InfoTrack
actenquiries@infotrack.com.au

1. Committee Details

Manasi Ahuja & Ujwal Kaushik
Andrew Benjamin Cheng and
Sophie Vourlos
Vanessa May Crimmins and Peter
Aloysius Crimmins
Denise Joy Taunton
Nina Bianca Weiss
c/- Civium Strata
ABN: 39 121 276 300
Locked Bag 8300
CANBERRA ACT 2601
1300 724 256

2. Corporations Manager

The name and contact details of the corporations manager:

Civium Strata
ABN: 39 121 276 300
Locked Bag 8300
CANBERRA ACT 2601

3. Records

The place where the corporation's records can be inspected and contact details:

Andrew Jones
Civium Strata
ABN: 39 121 276 300
Locked Bag 8300
CANBERRA ACT 2601
e: certificates@civium.com.au

Unit Titles (Management) Act 2011

UNIT TITLE CERTIFICATE SECTION 119

Units Plan No. **15295** Lot No. **4** Unit Number.

4. Insurance Policy Details

Type	Insurer	Policy No.	Coverage	Renewal Date	Premium/Excess
Building/Common Property	Strata Unit Underwriters	06S8599298	\$6,546,467.00	21/12/2026	\$7,021.02
Common Area Contents			\$61,730.00		
Loss of Rent/Temp Accommodation			\$981,970.00		
Public Liability			\$20,000,000.00		
Voluntary Workers			\$200,000.00		
Fidelity			\$100,000.00		
Office Bearers			\$5,000,000.00		

5. Contributions

5.1 The period the contributions for the unit are for: **01/04/2025 - 31/03/2026**

5.2

Due Date	Details	Admin Fund	Sinking Fund	Amount Paid
01/09/2025	Standard Levy Contribution Schedule	\$892.04	\$209.92	\$1,101.96
30/12/2025	Standard Levy Contribution Schedule	\$892.04	\$209.92	\$1,101.96
28/02/2026	Standard Levy Contribution Schedule	\$640.01	\$274.27	\$820.24
01/05/2026	Standard Levy Contribution Schedule	\$640.01	\$274.27	\$0.00
Admin Fund Contributions				\$3,064.10
Sinking Fund Contributions				\$968.38
Total Contributions				\$4,032.48
Amount (if any) outstanding				\$1,008.32
Interest (if any) on outstanding amount				\$14.86
Amount (if any) in credit				\$0.00

	BPAY DETAILS FOR SETTLEMENT Biller Code: 96503 Ref: 21866660062701436629	
	Total amount overdue	\$1,008.32 + Interest

Amounts overdue are calculated as at 18/06/2026.

Amounts due at any proposed settlement may vary as a result of additional contributions becoming due, interest penalties and other amounts charged to the lot which may include legal costs and utility or other charges. Please contact us for an update prior to settlement.

**UNIT TITLE CERTIFICATE
SECTION 119**

Units Plan No. **15295** Lot No. **4** Unit Number.

5.3 The balance of the fund for the Owners Corporation as at the date of this certificate:

Admin Fund \$21,075.21

Sinking Fund \$20,815.85

Total \$41,891.06

6. Additional Information

6.1. Developer Control Period

Developer control period expiry date: **N/A**

6.2. Details of any borrowings:

See Annexure

6.3. Details of installed sustainability infrastructure:

See Annexure

6.4. Summary of current service contracts:

Civium Holdings Pty Ltd - Managing Agent Agreement - 01/12/2023 - 30/11/2026

6.5. Application for Crown Lease extension:

Nil

6.6. Details of any ongoing Development Approval Conditions:

Nil

6.7. Details of any embedded network:

Is there an embedded network for water*?

Is there an embedded network for electricity*?

Is there an embedded network for telecommunications*?

6.8. Details of any pool or insulation compliance:

Is there a regulated swimming pool*?

*if these are left blank, the answer is 'no'

All the information in this unit title certificate has been recorded on the following date from details shown in the books, records and other documents of the Owners Corporation:

Date: **18/06/2026**

The Common Seal of

The Owners – Units Plan No 15295

Was hereunto affixed in

The presence of



Signature:





Civium Strata
ABN: 39 121 276 300
Locked Bag 8300
CANBERRA ACT 2601
Ph: 1300 724 256
levies@civium.com.au
Principal: Doug O'Mara

TAX INVOICE

Date: 18/06/2026

UP **15295** - Lot No. **4** Unit Number.

Preparation of S119 Certificate & Attachments	
UP 15295 Lot No. 4 Unit Number.	\$342.00
Invoice Total	\$342.00
	(Includes \$31.09 GST)

PAID

Civium Strata

Locked Bag 8300 CANBERRA ACT 2601 ABN: 39 121 276 300
Ph: 1300 724 256 Email: levies@civium.com.au
Printed: 18/06/2026 12:35 pm User: Ashleigh Mason

Asset Register
15295 Maple 83 Torrens Street

Description	Type	Acquisition Method	Date Acquired	Acquired From	Original Cost	Cost to Date	Market Value
Nil							

Civium Strata

Locked Bag 8300 CANBERRA ACT 2601 ABN: 39 121 276 300
Ph: 1300 724 256 Email: levies@civium.com.au
Printed: 18/06/2026 12:35 pm User: Ashleigh Mason

Fund Proposals
15295 Maple 83 Torrens Street

Date Determined	Title	Particulars
Nil		

CERTIFICATE OF CURRENCY



To whom it may concern,

Strata Unit Underwriting Pty Ltd ABN 30 089 201 534 is a Corporate Authorised Representative (No. 1315935) of Austagencies Pty Ltd ABN 76 006 090 464 AFSL 244584
Level 14/141 Walker Street, North Sydney, New South Wales 2060
info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

Date: 19/12/2025
Reference No: DOC0001277738

This policy referred to is current at the date of issue of this certificate and whilst a due date has been indicated, it should be noted that the policy may be cancelled in the future. Accordingly, reliance should not be placed on the expiry date. This is to certify cover has been granted in terms of the Insurers Standard Policy, a copy of which is available on request. This certificate is not a substitute for the Policy of Insurance issued to you. The Policy, not this certificate, details your rights and obligations and the extents of your insurance cover.

Insured: Unit Plan 15295
Type of Insurance: Residential Strata

Policy Number: 06S8599298
Period of Insurance: From 4:00PM 21/12/2025
To 4:00PM 21/12/2026

OVERVIEW

Insured:	Unit Plan 15295	
Situation:	83 TORRENS STREET, BRADDON ACT 2612	
Section 1:	Building including common contents	\$6,546,467
	Loss of Rent/Temporary Accommodation (15%)	\$981,970
	Catastrophe or Emergency (15%)	\$981,970
	Additional Loss of Rent/Temporary Accommodation	Not included
	Additional Catastrophe or Emergency	Not included
	Floating Floors	Included
	Flood	Not included
Section 2:	Glass	Automatically Included
Section 3:	Theft	Automatically Included
Section 4:	Liability	\$ 20,000,000
Section 5:	Fidelity Guarantee	\$100,000
Section 6:	Office Bearers Liability	\$ 5,000,000
Section 7:	Voluntary Workers (Weekly/Capital Benefit)	\$2,000/\$200,000
Section 8:	Government Audit Costs	\$25,000
Section 9:	Legal Expenses	\$50,000
Section 10:	Workplace, Health and Safety Breaches	\$100,000
Section 11:	Machinery Breakdown	Not Insured
Section 12:	Lot Owners Improvements (Per Lot)	\$250,000

CERTIFICATE OF CURRENCY



Policy Number: 06S8599298

Insured: Unit Plan 15295

EXCESSES

Section 1 - Building including Common Contents

\$2,000.00 all claims + as per policy wording

Section 2 - Glass

\$2,000.00 all claims

Section 3 - Theft

\$2,000.00 all claims

CERTIFICATE OF CURRENCY



IMPORTANT NOTICES

It is important to read and consider the Product Disclosure Statement when deciding whether to purchase this insurance. You should consider whether this product is appropriate for your financial circumstances, objectives and needs. After reading this notice if any matter relating to your policy is unclear to you or you have any questions at all in relation to the insurance, please contact us for an answer or explanation as soon as possible.

This policy is issued by Strata Unit Underwriting Pty Ltd (ABN 30 089 201 534) (SUU) as an Authorised Representative (AR 1315935) of Austagencies Pty Ltd (ABN 76 006 090 464, AFSL 244584) (Austagencies). SUU have binding authority from CGU Australia Pty Ltd trading as CGU Insurance (ABN 62 004 478 960, AFSL 700014) and is an agent of the Insurer and not the Insured.

Clients who are not fully satisfied with our services should contact our Internal Disputes Resolution Officer. Austagencies also subscribes to the Australian Financial Complaints Authority, a free customer service. Further information is available within the Product Disclosure Statement (PDS) or via our website.

Please review the sums insured as noted on your Quotation or Policy Schedule to ensure they are up-to-date and take into account your objectives, financial situation, needs and requirements of any relevant legislation.

When answering our questions you must be honest, as the answers will form the basis of our decision to insure you. Your answers apply to you and to anyone else that may be insured under the policy. If you have not answered our questions in this way, we may reduce or refuse to pay a claim, or cancel the policy.

GENERAL ADVICE WARNING

The general advice provided has not taken into account your objectives, financial situation or needs. You must therefore assess whether it is appropriate, in the light of your own individual objectives, financial situation or needs, to act upon this advice.

Insurance Valuation Report

For
Maple

83 Torrens Street Braddon ACT 2612

Scheme Number: 15295



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 174525

30 May 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
setting the standard...

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

QIA Group Pty Ltd

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SECTION 1 – INSURANCE VALUATION SUMMARY

1.1 Purpose of Report

We have been instructed by the Body Corporate to provide a building replacement valuation report that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at **83 Torrens Street Braddon ACT 2612**.

1.2 Property Address

The property is situated at **83 Torrens Street Braddon ACT 2612**

1.3 Description of Building

The property consists of seven townhouses with car port, yard, terrace and two units have private lift and balcony. Common property includes driveway, basement, paving, boundary walls & fences. The plans provided by the Client indicate that the Property was Registered in 2021.

1.4 Client

The Proprietors Maple

1.5 Replacement Value

Recommended Insured Value: \$ 6,173,000 (Inc GST)

1.6 Inspector Details

Inspector Number

101



Signed for and on behalf of QIA Group Pty Ltd

SECTION 2 – INSURANCE VALUATION REPORT

2.1 Recommended Insured Value

The Recommended Insured Value represents the replacement/reinstatement costs associated with the reconstruction of building/s having regard for the functional use and useable area of the original building/s, common areas and body corporate assets. The Recommended Insured Value also estimates the costs associated with conformance to regulations and bylaws in force at the time of reconstruction.

2.2 Loss of Revenue

The Insurance Valuation represents building costs only and excludes loss of revenue.

2.3 Current Trends

Recent inflationary trends in the cost of building have shown building cost indices rising at a rate substantially in excess of official CPI figures. It is expected that this increase will continue in the short term on the back of construction activity following COVID-19.

2.4 Periodic Reviews

It is recommended that periodic reviews of the insurance valuation are undertaken to ensure inflationary and legislative factors and any improvements to common property or assets purchases are taken up in the Insurance Valuation, particularly in times of rapidly increasing prices.

2.5 Elements used in the Calculated Value of the Building Replacement

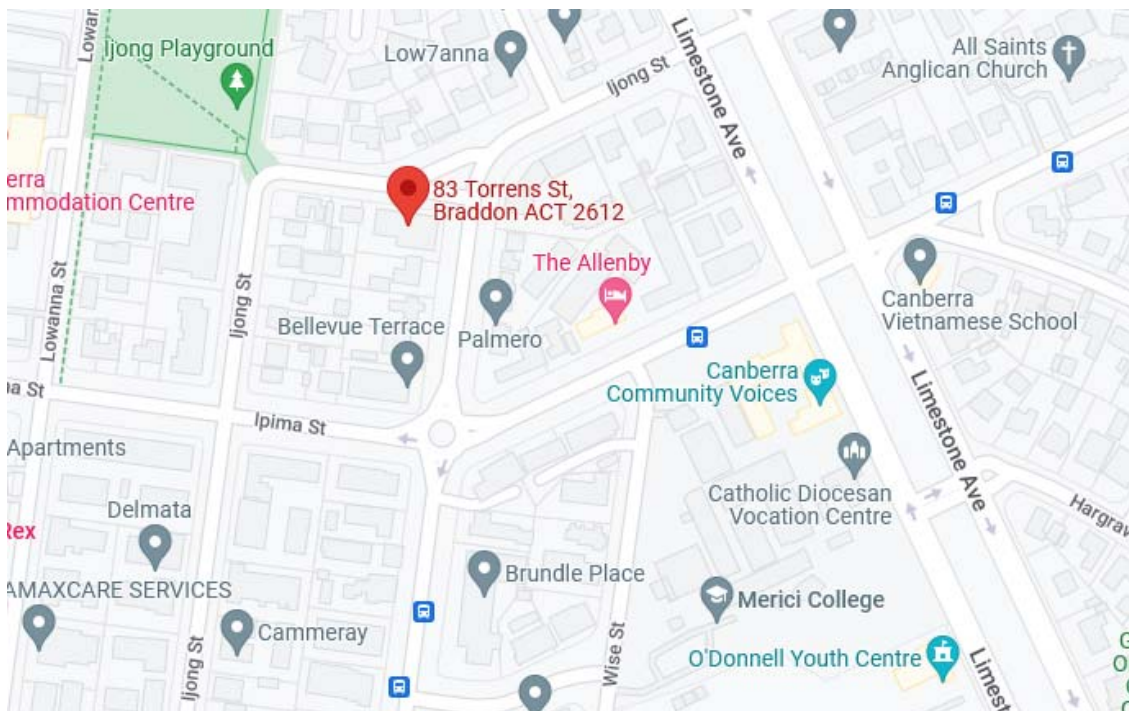
The calculated value of the building comprises of several elements:

- Present Building Costs.
- Allowance for Cost Escalation during the lead time of planning, calling tenders, and fitout.
- Professional Fees.
- Removal of Debris.
- Cost Escalation in the likely time lapse between the anniversary date and the date of any happening.

2.6 Valuation

Replacement Building and Improvements Cost:	\$ 4,632,000
Allowance for Cost Escalation:	
Design and Documentation:	9 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	12 Months
Calculated at 6% over the period	\$ 417,000
Progressive Subtotal:	\$ 5,049,000
Professional Fees:	\$ 555,000
Progressive Subtotal:	\$ 5,604,000
Removal of Debris:	\$ 232,000
Progressive Subtotal:	\$ 5,836,000
Cost Escalation:	\$ 337,000
Progressive Subtotal:	\$ 6,173,000
Recommended Insured Value:	\$ 6,173,000 (Inc GST)

2.7 Site Location Map



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 *SITE FACTORS*

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

3.2 *ADDITIONS & IMPROVEMENTS*

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

3.3 *MAINTENANCE*

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

3.4 *SUMMARY OF CONSTRUCTION*

3.4.1 *Primary Method of Construction*

3.4.1.1 *FLOOR STRUCTURE*

FLOOR CONSTRUCTION: Reinforced concrete slab floor.

3.4.1.2 *WALL STRUCTURE*

EXTERNAL WALL CONSTRUCTION: Precast Concrete Panel.

EXTERNAL WALL FINISHES: Colorbond and FC Panel.

3.4.1.3 *ROOF STRUCTURE*

ROOF CONSTRUCTION: Timber framed low pitched.

ROOFING: Colorbond

3.4.1.4 *DRIVEWAY STRUCTURE*

DRIVEWAY CONSTRUCTION: Concrete.

3.5 *AREAS NOT INSPECTED - TYPICAL*

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

3.6 *SCOPE*

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

3.7 EXCLUSIONS

An Insurance Valuation Report does not cover or deal with:

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

SECTION 4 – SITE PHOTOGRAPHS



Civium Strata

Statement of Financial Affairs

Prepared for Owners of Unit Title 15295

"Maple"

83 Torrens Street BRADDON ACT 2612

For the Financial Period 01/04/25 to 18/06/26

Balance Sheet - U/Plan 15295

"MAPLE"

83 TORRENS STREET, BRADDON, ACT 2612

For the Financial Period 01/04/2025 to 18/06/2026

	Administrative	Sinking	TOTAL THIS YEAR
Assets			
Cash At Bank			
The Owners Unit Plan 15295	\$19,949.79	\$20,115.22	\$40,065.01
Macquarie Bank BSB: 182-266 Acc No: 218666600			
Levies Receivable	\$1,413.30	\$700.63	\$2,113.93
Total Assets	\$21,363.09	\$20,815.85	\$42,178.94
Liabilities			
Paid in Advance	\$287.88	\$0.00	\$287.88
Total Liabilities	\$287.88	\$0.00	\$287.88
Net Assets	\$21,075.21	\$20,815.85	\$41,891.06
Owners Funds			
Opening Balance	\$25,240.32	\$13,345.13	\$38,585.45
Net Income For The Period	\$(4,165.11)	\$7,470.72	\$3,305.61
Total Owners Funds	\$21,075.21	\$20,815.85	\$41,891.06

**Income and Expenditure Statement - U/Plan 15295
"MAPLE"****83 TORRENS STREET, BRADDON, ACT 2612**

For the Financial Period 01/04/2025 to 18/06/2026

Administrative Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Interest on Overdues	\$71.39	\$0.00	\$77.35
Levy Income	\$23,569.98	\$23,570.00	\$33,455.52
Total Administrative Fund Income	\$23,641.37	\$23,570.00	\$33,532.87
Expenses			
Arrears Recovery Costs	\$(5.00)	\$0.00	\$2.20
Building Manager	\$185.00	\$0.00	\$0.00
Building Repairs & Maintenance	\$909.02	\$0.00	\$0.00
Civium Disbursements	\$189.00	\$0.00	\$2.00
Common Prop & Maintenance Mgmt	\$3,740.00	\$650.00	\$627.01
Electricity - Utility	\$1,561.26	\$2,024.00	\$1,625.85
Fire Protection - Repairs/Replacements	\$789.80	\$0.00	\$0.00
Gardens & Grounds	\$3,575.00	\$3,500.00	\$3,190.00
Insurance Premiums	\$8,484.18	\$11,000.00	\$9,949.07
Management Fee	\$5,238.18	\$4,147.00	\$2,740.00
Sundry Expenses	\$150.00	\$0.00	\$0.00
Tax Agent Fees - Income Tax	\$137.50	\$139.00	\$132.00
Taxation Reporting (Civium)	\$138.60	\$110.00	\$132.00
Water - Utility	\$2,713.94	\$2,000.00	\$1,731.96
Total Administrative Fund Expenses	\$27,806.48	\$23,570.00	\$20,132.09
Administrative Fund Surplus/Deficit	\$(4,165.11)	\$0.00	\$13,400.78
Opening Balance for the period	\$25,240.32	\$0.00	\$11,839.54
Closing Balance for the period	\$21,075.21	\$0.00	\$25,240.32

Income and Expenditure Statement - U/Plan 15295

"MAPLE"

83 TORRENS STREET, BRADDON, ACT 2612

For the Financial Period 01/04/2025 to 18/06/2026

Sinking Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Interest on Overdues	\$21.72	\$0.00	\$24.62
Levy Income	\$7,449.00	\$7,449.00	\$7,449.25
Total Sinking Fund Income	\$7,470.72	\$7,449.00	\$7,473.87
Expenses			
Total Sinking Fund Expenses	\$0.00	\$0.00	\$0.00
Sinking Fund Surplus/Deficit	\$7,470.72	\$7,449.00	\$7,473.87
Opening Balance for the period	\$13,345.13	\$0.00	\$5,871.26
Closing Balance for the period	\$20,815.85	\$7,449.00	\$13,345.13

Sinking Fund Plan

Maple

83 Torrens Street, Braddon, ACT 2612

Scheme Number: 15295



COMPILED BY CHANG HU

**On 6 April 2022 for the
15 Years Commencing: 1 April 2022
QIA Job Reference Number: 174526**

Professional Indemnity Insurance Policy Number 96 0968886 PLP
© QIA Group Pty Ltd

PO Box 1280,
Beenleigh QLD 4207

P 1300 309 201

F 1300 369 190

E info@qiagroup.com.au

W www.qiagroup.com.au

QIA Group Pty Ltd
ABN 27 116 106 453

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QIA Group Pty Ltd

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INTRODUCTION

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

LOCATION

83 Torrens Street, Braddon, ACT 2612

REPORT SUMMARY

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

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

The Sinking Fund Levy per entitlement already set is:	\$1.58
Number of Lot/Unit Entitlements:	1000
Opening Balance:	\$0.00
The proposed Sinking Fund Levy per entitlement is:	\$3.96

METHODOLOGY

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

The report will generally categorise costs as follows:

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

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

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

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

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

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

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

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

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

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/04/2022	\$0	\$1,582	\$1.58	\$445	\$1,137
2	01/04/2023	\$1,137	\$3,961	\$3.96	\$467	\$4,631
3	01/04/2024	\$4,631	\$6,459	\$6.46	\$490	\$10,600
4	01/04/2025	\$10,600	\$6,782	\$6.78	\$515	\$16,867
5	01/04/2026	\$16,867	\$7,121	\$7.12	\$2,230	\$21,758
6	01/04/2027	\$21,758	\$7,477	\$7.48	\$3,041	\$26,194
7	01/04/2028	\$26,194	\$7,851	\$7.85	\$1,515	\$32,530
8	01/04/2029	\$32,530	\$8,244	\$8.24	\$933	\$39,841
9	01/04/2030	\$39,841	\$8,656	\$8.66	\$25,271	\$23,225
10	01/04/2031	\$23,225	\$9,088	\$9.09	\$3,473	\$28,841
11	01/04/2032	\$28,841	\$9,543	\$9.54	\$724	\$37,659
12	01/04/2033	\$37,659	\$10,020	\$10.02	\$14,187	\$33,492
13	01/04/2034	\$33,492	\$10,521	\$10.52	\$2,889	\$41,123
14	01/04/2035	\$41,123	\$11,047	\$11.05	\$2,132	\$50,038
15	01/04/2036	\$50,038	\$11,599	\$11.60	\$25,106	\$36,532

SINKING FUND FORECAST MOVEMENT

SUMMARY OF ANNUAL FORECAST EXPENDITURE

April 2022	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$445
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<u>Total Forecast Expenditure for year - April 2022 (Inc GST):</u>	<u>\$445</u>
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Includes GST amount of :	\$40
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April 2023	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$467
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<u>Total Forecast Expenditure for year - April 2023 (Inc GST):</u>	<u>\$467</u>
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Includes GST amount of :	\$42
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April 2024	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$490
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<u>Total Forecast Expenditure for year - April 2024 (Inc GST):</u>	<u>\$490</u>
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Includes GST amount of :	\$45
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April 2025	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$515
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<u>Total Forecast Expenditure for year - April 2025 (Inc GST):</u>	<u>\$515</u>
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Includes GST amount of :	\$47
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April 2026	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement – General	\$541
FURNITURE & FITTINGS	
- Install/Replace sensors/exits/emergency lighting	\$903
FIRE PROTECTION SYSTEMS	
- Provision to replace portable fire extinguishers	\$786
<u>Total Forecast Expenditure for year – April 2026 (Inc GST):</u>	<u>\$2,230</u>
Includes GST amount of :	\$203
April 2027	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement – General	\$568
EXTERNAL WORKS	
- Maintain common pipework	\$1,486
FURNITURE & FITTINGS	
- Ongoing partial replacement of common area lighting	\$988
<u>Total Forecast Expenditure for year – April 2027 (Inc GST):</u>	<u>\$3,041</u>
Includes GST amount of :	\$276
April 2028	Expense Inc GST
SUPERSTRUCTURE	
- Maintain balcony/patio floor tiles	\$919
- Capital Replacement – General	\$596
<u>Total Forecast Expenditure for year – April 2028 (Inc GST):</u>	<u>\$1,515</u>
Includes GST amount of :	\$138

April 2029	Expense Inc GST
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SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings	\$307
- Capital Replacement – General	\$626
<u>Total Forecast Expenditure for year – April 2029 (Inc GST):</u>	<u>\$933</u>
Includes GST amount of :	\$85

April 2030	Expense Inc GST
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SUPERSTRUCTURE

- Repaint buildings incl posts/columns	\$5,613
- Repaint balcony/patio ceilings	\$746
- Repaint soffits	\$1,413
- Scaffold/access equip allowance	\$7,508
- Repaint door faces	\$1,075
- Capital Replacement – General	\$657

BASEMENT

- Repaint line marking	\$256
- Repaint bollards	\$427

FENCING

- Repaint boundary walls/fencing	\$4,514
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PLANT & EQUIPMENT

- Replace irrigation pump/controller	\$3,063
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<u>Total Forecast Expenditure for year – April 2030 (Inc GST):</u>	<u>\$25,271</u>
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Includes GST amount of :	\$2,297
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April 2031	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$690
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BASEMENT

- Replace traffic mirror	\$627
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FURNITURE & FITTINGS

- Install/Replace sensors/exits/emergency lighting	\$1,153
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FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$1,003
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<u>Total Forecast Expenditure for year - April 2031 (Inc GST):</u>	<u>\$3,473</u>
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Includes GST amount of :	\$316
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April 2032	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$724
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<u>Total Forecast Expenditure for year - April 2032 (Inc GST):</u>	<u>\$724</u>
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Includes GST amount of :	\$66
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April 2033	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$761
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BASEMENT

- Replace sump pump	\$5,452
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DRIVEWAY & PATHWAY

- Maintain driveway/pathway 3% of total	\$1,120
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FURNITURE & FITTINGS

- Maintain signage	\$1,679
- Ongoing partial replacement of common area lighting	\$1,323

FIRE PROTECTION SYSTEMS

- Provision to replace fire hose reels	\$889
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ROOF

- Provision to maintain roof fixtures and flashings	\$2,963
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Total Forecast Expenditure for year - April 2033 (Inc GST): \$14,187

Includes GST amount of : \$1,290

April 2034	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$799
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EXTERNAL WORKS

- Maintain common pipework	\$2,091
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Total Forecast Expenditure for year - April 2034 (Inc GST): \$2,889

Includes GST amount of : \$263

April 2035	Expense Inc GST
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SUPERSTRUCTURE

- Maintain balcony/patio floor tiles	\$1,294
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- Capital Replacement - General	\$839
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Total Forecast Expenditure for year - April 2035 (Inc GST): \$2,132

Includes GST amount of : \$194

April 2036	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$880
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BASEMENT

- Replace exhaust/supply fans over 20 years 50% of total	\$5,488
- Provision for CO sensor replacement	\$1,258
- Replace/maintain double garage doors in 35 years partial accrual	\$6,243

FENCING

- Replace pedestrian gates in 35 years partial accrual	\$2,390
- Replace/maintain boundry fencing/walls in 35 years partial accrual	\$3,419

FURNITURE & FITTINGS

- Install/Replace sensors/exits/emergency lighting	\$1,472
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FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$1,281
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ROOF

- Provision to replace guttering in 35 years partial accrual	\$2,676
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<u>Total Forecast Expenditure for year - April 2036 (Inc GST):</u>	<u>\$25,106</u>
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Includes GST amount of :	\$2,282
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ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
SUPERSTRUCTURE																		
- Repaint buildings incl posts/columns	\$3,289	2030	10									5613						
- Repaint balcony/patio ceilings	\$437	2030	10									746						
- Repaint soffits	\$828	2030	10									1413						
- Scaffold/access equip allowance	\$4,400	2030	10									7508						
- Repaint door faces	\$630	2030	10									1075						
- Provision to replace balustrade/handrail fixings	\$189	2029	8								307							
- Maintain balcony/patio floor tiles	\$594	2028	7							919							1294	
- Capital Replacement - General	\$385	2022	1	445	467	490	515	541	568	596	626	657	690	724	761	799	839	880
BASEMENT																		
- Replace traffic mirror	\$350	2031	10										627					
- Replace exhaust/supply fans over 20 years 50% of total	\$2,400	2036	5															5488
- Repaint line marking	\$150	2030	10									256						
- Provision for CO sensor replacement	\$550	2036	15															1258
- Replace sump pump	\$2,760	2033	12												5452			
- Replace/maintain double garage doors in 35 years partial accrual	\$2,730	2036	20															6243
- Repaint bollards	\$250	2030	10									427						
DRIVEWAY & PATHWAY																		
- Maintain driveway/pathway 3% of total	\$567	2033	12												1120			

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
EXTERNAL WORKS																		
- Maintain common pipework	\$1,008	2027	7						1486							2091		
FENCING																		
- Repaint boundary walls/fencing	\$2,645	2030	10									4514						
- Replace pedestrian gates in 35 years partial accrual	\$1,045	2036	20															2390
- Replace/maintain boundary fencing/walls in 35 years partial accrual	\$1,495	2036	20															3419
FURNITURE & FITTINGS																		
- Maintain signage	\$850	2033	12												1679			
- Install/Replace sensors/exits/emergency lighting	\$644	2026	5					903					1153					1472
- Ongoing partial replacement of common area lighting	\$670	2027	6						988						1323			
FIRE PROTECTION SYSTEMS																		
- Provision to replace fire hose reel	\$450	2033	12												889			
- Provision to replace portable fire extinguishers	\$560	2026	5					786					1003					1281
ROOF																		
- Provision to replace guttering in 35 years partial accrual	\$1,170	2036	20															2676
- Provision to maintain roof fixtures and flashings	\$1,500	2033	12												2963			
PLANT & EQUIPMENT																		
- Replace irrigation pump/controller	\$1,795	2030	9									3063						
Total				445	467	490	515	2230	3041	1515	933	25271	3473	724	14187	2889	2132	25106
Includes GST amount of				40	42	45	47	203	276	138	85	2297	316	66	1290	263	194	2282

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
SUPERSTRUCTURE																		
- Repaint buildings incl posts/columns	\$3,289	2030	10	509	1044	1605	2194	2813	3462	4145	4861	5613	727	1490	2291	3133	4016	4944
- Repaint balcony/patio ceilings	\$437	2030	10	68	139	213	292	374	460	551	646	746	97	198	305	416	534	657
- Repaint soffits	\$828	2030	10	128	263	404	552	708	872	1043	1224	1413	183	375	577	788	1011	1244
- Scaffold/access equip allowance	\$4,400	2030	10	681	1396	2147	2935	3762	4631	5544	6502	7508	972	1993	3065	4191	5372	6613
- Repaint door faces	\$630	2030	10	97	200	307	420	539	663	794	931	1075	139	285	439	600	769	947
- Provision to replace balustrade/handrail fixings	\$189	2029	8	32	66	101	139	178	219	262	307	47	97	150	204	262	323	386
- Maintain balcony/patio floor tiles	\$594	2028	7	113	231	356	486	624	768	919	159	326	501	685	878	1081	1294	224
- Capital Replacement - General	\$385	2022	1	445	467	490	515	541	568	596	626	657	690	724	761	799	839	880
BASEMENT																		
- Replace traffic mirror	\$350	2031	10	50	102	157	215	275	339	406	476	550	627	81	166	256	350	449
- Replace exhaust/supply fans over 20 years 50% of total	\$2,400	2036	5	254	521	802	1096	1405	1730	2071	2429	2804	3199	3613	4048	4505	4984	5488
- Repaint line marking	\$150	2030	10	23	48	73	100	128	158	189	222	256	33	68	104	143	183	225
- Provision for CO sensor replacement	\$550	2036	15	58	120	184	251	322	397	475	557	643	733	828	928	1033	1143	1258
- Replace sump pump	\$2,760	2033	12	343	702	1080	1476	1893	2330	2789	3271	3777	4308	4866	5452	615	1261	1939
- Replace/maintain double garage doors in 35 years partial accrual	\$2,730	2036	20	289	593	912	1247	1599	1968	2356	2763	3190	3639	4110	4605	5125	5670	6243
- Repaint bollards	\$250	2030	10	39	79	122	167	214	263	315	370	427	55	113	174	238	305	376
DRIVEWAY & PATHWAY																		
- Maintain driveway/pathway 3% of total	\$567	2033	12	70	144	222	303	389	479	573	672	776	885	1000	1120	126	259	398

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
EXTERNAL WORKS																		
- Maintain common pipework	\$1,008	2027	7	218	448	689	942	1207	1486	257	526	810	1107	1419	1747	2091	361	741
FENCING																		
- Repaint boundary walls/fencing	\$2,645	2030	10	409	839	1291	1764	2262	2785	3333	3909	4514	585	1198	1843	2519	3230	3976
- Replace pedestrian gates in 35 years partial accrual	\$1,045	2036	20	111	227	349	477	612	753	902	1058	1221	1393	1574	1763	1962	2171	2390
- Replace/maintain boundary fencing/walls in 35 years partial accrual	\$1,495	2036	20	158	325	499	683	876	1078	1290	1513	1747	1993	2251	2522	2807	3105	3419
FURNITURE & FITTINGS																		
- Maintain signage	\$850	2033	12	105	216	333	455	583	717	859	1007	1163	1327	1499	1679	189	388	597
- Provision to replace mail boxes	\$840	2041	20	74	152	234	319	410	504	604	708	817	932	1053	1180	1313	1453	1600
- Install/Replace sensors/exits/emergency lighting	\$644	2026	5	163	335	515	704	903	209	428	658	899	1153	266	546	840	1148	1472
- Ongoing partial replacement of common area lighting	\$670	2027	6	145	298	458	626	803	988	195	399	613	838	1075	1323	261	534	821
FIRE PROTECTION SYSTEMS																		
- Provision to replace fire hose reels	\$450	2033	12	56	114	176	241	309	380	455	533	616	702	793	889	100	206	316
- Provision to replace portable fire extinguishers	\$560	2026	5	142	292	448	613	786	182	372	572	782	1003	232	475	731	999	1281
ROOF																		
- Provision to replace guttering in 35 years partial accrual	\$1,170	2036	20	124	254	391	535	685	844	1010	1184	1367	1560	1762	1974	2197	2430	2676
- Provision to replace down pipes in 30 years	\$2,730	2051	30	195	400	616	842	1079	1329	1590	1865	2154	2457	2775	3109	3460	3828	4215
- Provision to maintain roof fixtures and flashings	\$1,500	2033	12	186	382	587	802	1029	1266	1516	1778	2053	2341	2645	2963	334	685	1054

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
PLANT & EQUIPMENT																		
- Replace irrigation pump/controller	\$1,795	2030	9	278	569	876	1197	1535	1889	2262	2653	3063	431	883	1358	1857	2381	2931
TOTAL ACCRUALS				5118	10499	16147	22073	26613	30675	36586	43446	26355	31234	39280	34301	41082	49099	34653

* **Blue items listed above are expense items that occur in that year.**

REPORT INFORMATION

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

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

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

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

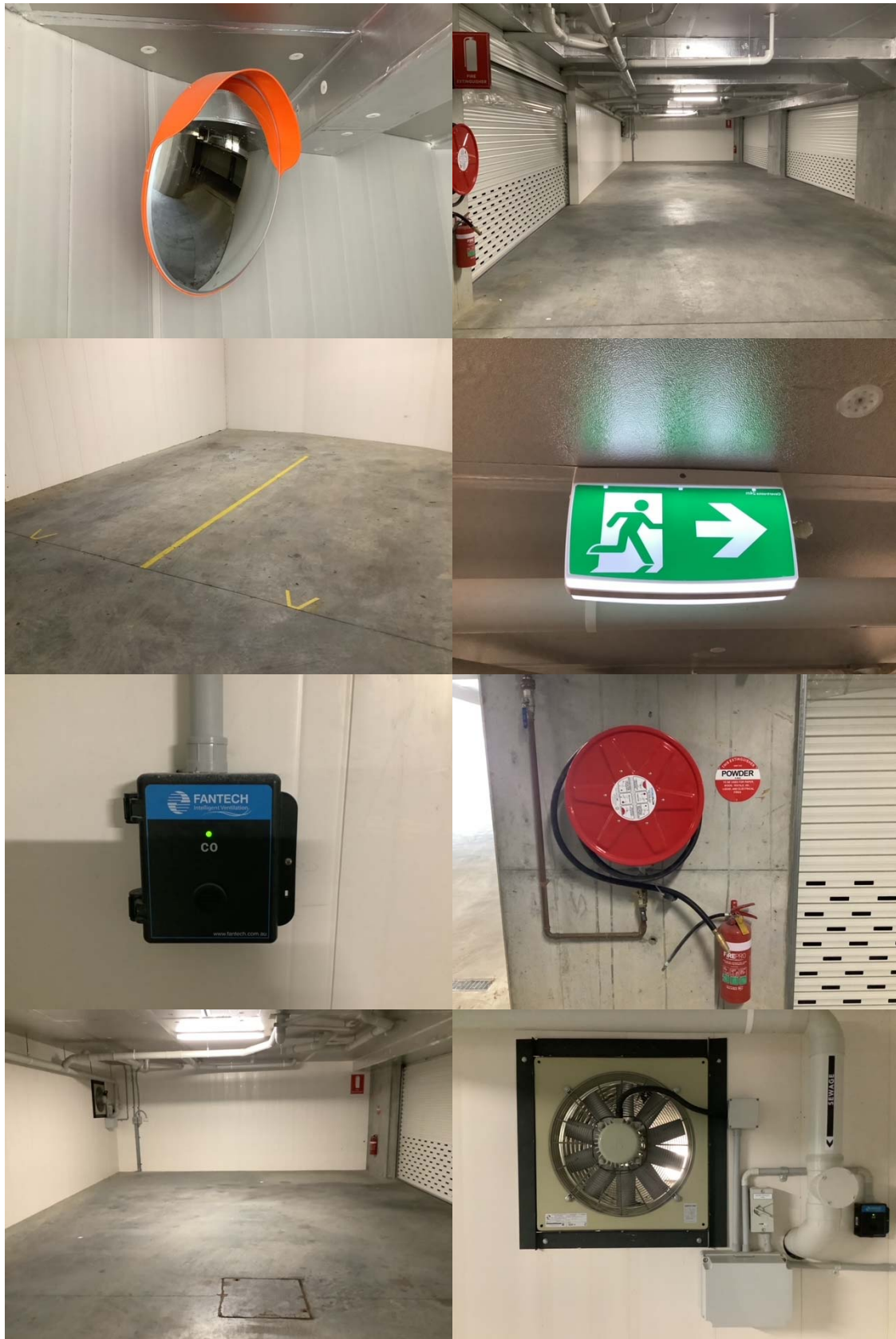
The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific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

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

AREAS NOT INSPECTED

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





MINUTES OF THE ANNUAL GENERAL MEETING 2023

OWNERS CORPORATION - 15295

**Maple
83 Torrens Street
BRADDON ACT 2612**

Held on :

Monday, 29 April 2024 03:00 PM

Held at :

Online

Google Meet joining info

Video call link: <https://meet.google.com/yrq-mckr-tde>

Or dial: (AU) +61 3 8594 9009 PIN: 932 471 193#

More phone numbers: <https://tel.meet/yrq-mckr-tde?pin=6455481814733>

MINUTES OF THE ANNUAL GENERAL MEETING OF OWNERS CORPORATION Maple 15295

Held Monday, 29 April 2024 3:00 PM at
Online

Google Meet joining info

Video call link: <https://meet.google.com/yrq-mckr-tde>

Or dial: (AU) +61 3 8594 9009 PIN: 932 471 193#

More phone numbers: <https://tel.meet/yrq-mckr-tde?pin=6455481814733>

Present	M Ahuja (Lot 4)
Civium Rep(s)	M Armour (Civium Strata)
Proxies	None
Company Nominees	None
Apologies	None
Voting Papers	None
Other Attendees	None

Reduced Quorum Meeting

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions †

A1 The Owners—Units Plan No 15295

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made **29/04/2024**

A3 Reduced quorum decisions

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

Date of decision 29/04/2024	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: 29/04/2024

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

B3 How may reduced quorum decisions be disallowed?

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

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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

MINUTES OF THE ANNUAL GENERAL MEETING 2023

OWNERS CORPORATION - 15295

**Maple
83 Torrens Street
BRADDON ACT 2612**

Held on :

Tuesday, 07 May 2024 03:00 PM

Held at :

Online

Google Meet joining info

Video call link: <https://meet.google.com/yrq-mckr-tde>

Or dial: (AU) +61 3 8594 9009 PIN: 932 471 193#

More phone numbers: <https://tel.meet/yrq-mckr-tde?pin=6455481814733>

MINUTES OF THE ANNUAL GENERAL MEETING OF OWNERS CORPORATION Maple 15295

Held Tuesday, 07 May 2024 3:00 PM at
Online

Google Meet joining info

Video call link: <https://meet.google.com/yrq-mckr-tde>

Or dial: (AU) +61 3 8594 9009 PIN: 932 471 193#

More phone numbers: <https://tel.meet/yrq-mckr-tde?pin=6455481814733>

Present	N Antos (Lot 7)
Civium Rep(s)	M Armour (Civium Strata)
Proxies	None
Company Nominees	None
Apologies	D Taunton (Lot 1)
Voting Papers	None
Other Attendees	None
CFM	None
Chairperson	

Meeting Opened 3:00PM

Reduced Quorum Meeting

MOTION	Motion for consideration
1	Minutes (ORDINARY RESOLUTION) That the minutes of the previous Annual General Meeting of the Owners Corporation, held on 26/09/2023, 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 resolves: a) that the Owners Corporation's insurances be confirmed, as per the attached policy contained within the agenda; and b) the Strata Managing Agent be authorised to obtain quotations prior to the current insurance policy expiry and presented to the Executive Committee for consideration. If advice from the Executive Committee is not received, the Managing Agent will proceed with the brokers recommendation. <i>Current Policy:</i> <i>Insurer: Axis Underwriting Services Pty Ltd</i> <i>Building Sum Insured (BSI): \$5,512,500.00</i> <i>Excess: \$2,000 Each & Every Claim</i> <i>Personal Accident 7 days waiting period</i> <i>Fire Excess \$ 3,500 Each and Every Claim for loss or damage as a result of fire</i> <i>Water Damage Excess \$2,500 Each and Every Claim for water damage/burst pipes/exploratory costs</i> <i>Legal Defence Expenses \$ 1,000</i> <i>Policy Expiry: 21/12/2024</i> Motion Carried
3	Insurance Valuation (ORDINARY RESOLUTION) That the property of the Owners Corporation be re-valued for insurance purposes and that the Strata Managing Agent adjust the building sum insured in accordance with the valuation. <i>Note: It was agreed that the Strata Managing Agent will adjust the building sum insured in accordance with the valuation obtained in 2022 at a value of \$6,173,000.</i> Motion Defeated
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 Carried

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: It was agreed that the Strata Manager will obtain quotes for the below items outlined in the Maintenance Plan which will be circulated to all owners for decision.</i> <i>Plumbing PPM Annually - This is to ensure the Common Line is in working order as well as the sump pumps.</i> <i>Gutter Cleaning Annually - This is to clean out the gutters and ensure the gutters are in good condition. The works will ideally commence in Autumn.</i> <i>Fire PPM Annually- This is to ensure the Common Fire Equipment is in working condition and compliant.</i> Motion Carried
7	Fire Safety Review (ORDINARY RESOLUTION) That the Owners Corporation obtain a Fire Safety Review for the provision and compliance of Common Property fire safety measures in accordance with the National Construction Codes (NCC) fire safety requirements. Motion Carried
8	Consideration of Physical Building Defects (ORDINARY RESOLUTION) That the Owners Corporation considers any Common Property physical building structural defects. <i>Note: The Owners Present and the Strata Manager aren't aware of any defects.</i> Motion Carried
9	Financial Statements and Accounting Records (ORDINARY RESOLUTION) That the financial statement of accounts for the financial year ending 30/03/2024 be adopted. <i>Note: There are no recorded Utility bills for the complex for multiple periods/quarters. The Strata Manager has confirmed with Actew AGL that there are some outstanding bills on their end and they are sending them over to the Strata Manager to action. ICON water confirmed there is nothing outstanding.</i> Motion Carried

10	Budget (ORDINARY RESOLUTION) 1. That contributions be determined: a. To the Administrative Fund in accordance with Section 75 of the Unit Titles (Management) Act 2011 for the sum of: <u>Total Expenditure</u> \$27,447.50 <u>Total Administrative Fund Income</u> \$27,447.50 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> \$490.00 <u>Total Sinking Fund Income</u> \$6,459.00 c. That the Administrative and Sinking Fund contributions be paid in equal quarterly instalments with the instalments dates to be 1st instalment 01/06/2024 2nd instalment 01/09/2024 3rd instalment 01/12/2024 4th instalment 01/03/2025 <i>d. That in accordance with Section 78 and 89 of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to determine additional quarterly contributions at the agreed administrative and sinking fund rate, for the next financial year should they be deemed necessary prior to the next AGM being held.</i> Motion Open
11	Appointment of Auditor (ORDINARY RESOLUTION) That the Owners Corporation resolve to appoint an auditor to audit the financial accounts for the closing financial period of the Owners Corporation to the Australian Auditor Standards and review the latest report, if obtained. Note: <i>An audit report is not a requirement for UP15295, due to the size and nature of the complex and budget.</i> Motion Carried
12	Review of Sinking Fund Plan (ORDINARY RESOLUTION) That the Owners Corporation resolves to review the 10-year Sinking Fund Plan and decide whether to revise the plan or replace the plan. Note: <i>The last Sinking Fund Plan was reviewed in 2022. The cost to have a new report provided by QIA Group will be approximately \$297.</i> Motion Defeated

13	Appointment of Managing Agent (ORDINARY RESOLUTION) That in accordance with Section 50 of the Unit Titles (Management) Act 2011 ("Act") that: 1. Civium Holdings Pty Ltd t/as Civium Property Group ("Agent") be appointed as strata managing agent of Units Plan No. 15295; 2. The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act); 3. The Owners Corporation execute a written agreement, ("Agreement"), to give effect to this appointment and delegation; 4. The delegation is to the subject to the conditions and limitations set out in the Agreement; and 5. Authority is given for the common seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting <i>Note: Two representatives from the Executive Committee will be required to execute the Agency Agreement digitally, noting the agreement will be enacted after 21 days should the Agreement not be signed.</i> Motion Carried
14	Election of Executive Committee (ORDINARY RESOLUTION) That the election of the Executive Committee takes place: 1. That the Owners Corporation resolves to appoint All Owners to form the Executive Committee. 2. 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. This includes nominating one or several invoice approvers on behalf of the Owners Corporation. Motion Carried

	General Business
	General Reminder The driveway is a shared space, so we kindly request that all owners show respect for the area and the others using it. Additionally, please remember that visitor parking is intended solely for visitors and not for regular use by residents.

There being no further business the chairperson declared the meeting closed at 03:27 pm
Dated: 7 May 2024
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 15295

A2 General meeting

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

07/05/2024

A3 Reduced quorum decisions

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

Date of decision 07/05/2024	Full text of reduced quorum decision As attached

A4 Owners corporation declaration

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

DATE: 07/05/2024

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



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

B3 How may reduced quorum decisions be disallowed?

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

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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



MINUTES OF THE ANNUAL GENERAL MEETING 2024

OWNERS CORPORATION - 15295

**Maple
83 Torrens Street
BRADDON ACT 2612**

Held on :

Tuesday, 09 September 2025 04:00 PM

Virtually via Microsoft Teams

<https://my.civiumstrata.com.au/meetings?z=34132>

**MINUTES OF THE ANNUAL GENERAL MEETING OF
OWNERS CORPORATION Maple 15295**

Held Tuesday, 09 September 2025 4:00 PM at

Present	None
Civium Rep(s)	Andrew Jones (Civium Strata)
Proxies	None
Company Nominees	None
Apologies	None
Voting Papers	None
Other Attendees	None

Reduced Quorum Meeting

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions †

A1 The Owners—Units Plan No 15295

A2 General meeting

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

09/09/2025

A3 Reduced quorum decisions

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

Date of decision 09/09/2025	Full text of reduced quorum decision As attached

A4 Owners corporation declaration

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

DATE: 09/09/2025

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



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

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

B2 When does a reduced quorum decision take effect?

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

B3 How may reduced quorum decisions be disallowed?

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

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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

MINUTES OF THE ANNUAL GENERAL MEETING 2024

OWNERS CORPORATION - 15295

**Maple
83 Torrens Street
BRADDON ACT 2612**

Held on :

Wednesday, 01 October 2025 04:00 PM

Virtually via Microsoft Teams

<https://my.civiumstrata.com.au/meetings?z=34132>

MINUTES OF THE ANNUAL GENERAL MEETING OF OWNERS CORPORATION Maple 15295

Held Wednesday, 01 October 2025 4:00 PM at

Present	None
Civium Rep(s)	Andrew Jones (Civium Strata)
Proxies	None
Company Nominees	None
Apologies	None
Voting Papers	None
Other Attendees	None
CFM	None
Chairperson	

Meeting Opened 4:00pm

Reduced Quorum Meeting

MOTION	Motion for consideration
1	Minutes (ORDINARY RESOLUTION) It was resolved that the minutes of the previous General Meeting of the Owners Corporation, held on 07/05/2024, be confirmed as a true and accurate account of the proceeding at that meeting. Motion Carried

2	Insurance Valuation (ORDINARY RESOLUTION) It was resolved that the property of the Owners Corporation be re-valued for insurance purposes and that the Strata Managing Agent adjust the building sum insured in accordance with the valuation. <i>NOTE: The latest Insurance Valuation was provided in May 2022.</i> Motion Defeated
3	Insurance Renewal (SPECIAL RESOLUTION) It was resolved that The Owners Corporation resolves: a) To confirm the Owners Corporation's current insurance cover as detailed in the attached policy within the agenda. b) To delegate authority to the Executive Committee to select the appropriate insurance policy and, if necessary, arrange premium funding for the policy. c) To authorise the Strata Managing Agent to obtain quotations for insurance cover prior to the expiry of the current policy. These quotations are to be presented to the Executive Committee for consideration. In the event that no advice or decision is provided by the Executive Committee, the Managing Agent is authorised to proceed with the recommendation provided by the insurance broker and, if necessary, arrange for premium funding of the policy. Current Policy Details: Insurer: AXIS Underwriting Building Sum Insured (BSI): \$6,173,000.00 Excess: \$2000 Policy Expiry: 21/12/2025 Motion Carried
4	Insurance Claims (ACKNOWLEDGEMENT) It was resolved 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) It was resolved 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) It was resolved 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. Motion Carried

7	Fire Safety Review (ORDINARY RESOLUTION) It was resolved 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. NOTE: A fire safety review is not applicable to UP15295. Motion Acknowledged
8	Consideration of Physical Building Defects (ORDINARY RESOLUTION) It was resolved that the Owners Corporation considers any Common Property physical building structural defects. NOTE: The Owners Corporation are reminded that the Owners Corporation may only consider defects associated with the Common Property or any defect which affects the building's Defined Parts. Any unit specific defects that are not Common Property is the responsibility of the unit owner to progress through the appropriate channels. Motion Carried
9	Appointment of Auditor (ORDINARY RESOLUTION) That the Owners Corporation resolve to appoint an auditor to audit the financial accounts for the closing financial period of the Owners Corporation to the Australian Auditor Standards and review the latest report, if obtained. NOTE: An audit report is not a requirement for UP15295, due to the size and nature of the complex and budget. Motion Acknowledged
10	Financial Statements and Accounting Records (ORDINARY RESOLUTION) It was resolved that the financial statement of accounts for the financial year ending 31/03/2025 be adopted. NOTE: Any questions relating to the financial statements should be directed to our office PRIOR to the meeting. Questions directed at the meeting may not be able to be answered. Motion Carried
11	Review of Sinking Fund Plan (ORDINARY RESOLUTION) It was resolved that the Owners Corporation resolves to review the 10-year Sinking Fund Plan and decide whether to revise the plan or replace the plan. NOTE: The last Sinking Fund Plan was reviewed in April 2022. Motion Carried

12	Budget (ORDINARY RESOLUTION) It was resolved 1. That contributions be determined: a. To the Administrative Fund in accordance with Section 75 of the Unit Titles (Management) Act 2011 for the sum of: Total Expenditure \$23,570.00 Total Administrative Fund Income \$23,570.00 b. To the Sinking Fund in accordance with Section 89 of the Unit Titles (Management) Act 2011 for the sum of: Total Expenditure \$0.00 Total Sinking Fund Income \$7,449.00 It was resolved c. That the Administrative and Sinking Fund contributions be paid in equal quarterly instalments with the instalments dates to be 1st instalment 08/06/2025 - issued 2nd instalment 01/09/2025 - issued 3rd instalment 28/02/2026 4th instalment 01/05/2026 It was resolved <i>d. That in accordance with Section 78 and 89 of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to determine additional quarterly contributions at the agreed administrative and sinking fund rate, for the next financial year should they be deemed necessary prior to the next AGM being held.</i> <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	Election of Executive Committee (ORDINARY RESOLUTION) It was resolved that the election of the Executive Committee takes place: All owners are elected as committee members Motion Carried

There being no further business the chairperson declared the meeting closed at 04:40 pm
Dated: 1 October 2025
Issued by Civium Property Group for and on behalf of the Owners Corporation.

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions †

A1 The Owners—Units Plan No 15295

A2 General meeting

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

01/10/2025

A3 Reduced quorum decisions

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

Date of decision 01/10/2025	Full text of reduced quorum decision As attached

A4 Owners corporation declaration

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

DATE: 15/01/2026

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



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Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

B2 When does a reduced quorum decision take effect?

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

B3 How may reduced quorum decisions be disallowed?

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

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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

FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★ ★ ★ ★ ★ ★ **6 STARS**
in Climate: 24 **SCORE: 40 POINTS**

Name: Ujwal Kaushik & Manasi Ahuja

Ref No: 47253

House Title: Unit 4, Block 1, Section 1

Date: 29-06-2026

Address: 52a Ijong Street

Braddon

2612

Reference: M:\WORK\...\KAYLA EER\IJONG STREET BRADDON 52A

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	40											
Potential	47											

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

Design options	Additional points
Change curtain to	Heavy Drapes & Pelmets 8

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 4, Block 1, Section 1, 52a Ijong Street, Braddon

Assessor's Name: Kelly Hill

				Points		
Feature				Winter	Summer	Total
CEILING				10	0	11
Surface Area:	3	Insulation:	8			
WALL				11	-1	9
Surface Area:	4	Insulation:	5	Mass:	0	
FLOOR				9	1	9
Surface Area:	2	Insulation:	-4	Mass:	11	
AIR LEAKAGE (Percentage of score shown for each element)				3	0	3
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	31 %			
Exhaust Fans	33 %	Doors	21 %			
Down Lights	0 %	Gaps (around frames)	15 %			
DESIGN FEATURES				0	1	1
Cross Ventilation	1					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				6	-9	-4
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
NNE	18	15%	-17	27	-6	4
SSW	9	8%	-9	6	-4	-8
Total	27	22%	-26	32	-9	-4

* 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 3 points

				Winter	Summer	Total
RATING	★ ★ ★ ★ ★ ★			39	-9	40*

* includes 10 points from Area Adjustment

Detailed House Data

House Details

ClientName	Ujwal Kaushik & Manasi Ahuja
HouseTitle	Unit 4, Block 1, Section 1 Unit
StreetAddress	52a Ijong Street Braddon
Suburb	2612
Postcode	Kelly Hill
AssessorName	29-06-2026
FileCreated	Class A Building Assessor Lic
Comments	No. 2022178

Climate Details

State	Canberra
Town	2600
Postcode	24
Zone	

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Concrete Slab on ground	No Subfloor	No	No	No	Float Timb	R0.0	50.5m ²
5	Timber	NA	Yes	No	No	Tiles	R0.0	5.5m ²
2	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.0	13.6m ²
3	Concrete Slab on ground	No Subfloor	No	No	No	Carp	R0.0	19.0m ²
4	Timber	NA	Yes	No	No	Carp	R0.0	34.5m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Framed: Metal Clad	No	R2.0	4.7m	5.3m
2	Framed: FC Sheet Clad	Yes	R0.0	8.6m	5.3m
3	Framed: Metal Clad	No	R2.0	4.7m	2.4m
4	Framed: FC Sheet Clad	Yes	R0.0	15.9m	2.4m
5	Concrete 150mm Ext	No	R2.0	5.2m	2.5m
6	Framed: FC Sheet Clad	Yes	R0.0	29.8m	2.5m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Standard	No	Yes	R5.0	83.1m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	NNE	2.5m	3.6m	No	DG2	ALIMPR	HB	No	1.7m	1.7m	2.2m
2	NNE	1.8m	4.9m	No	DG2	ALIMPR	HB	No	1.7m	1.7m	2.2m
3	SSW	2.5m	3.0m	No	DG2	ALIMPR	HB	No	0.0m	0.0m	0.0m
4	SSW	0.6m	2.8m	No	DG2	ALIMPR	HB	No	0.2m	0.2m	0.3m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	NNE	2.5m	3.6m	0.0m	0.0m	0.0m	0.0m	2.0m	1.3m	2.0m	0.0m
2	NNE	1.8m	4.9m	0.0m	0.0m	0.0m	0.0m	2.0m	0.0m	2.0m	0.0m

Zoning Details

Is there Cross Flow Ventilation ?	Good
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Air Leakage Details

Location	Suburban
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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	5	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	1
External Doors	1	0

Unflued Gas Heaters	0
Percentage of Windows Sealed	98%
Windows - Average Gap	Small
External Doors - Average Gap	Small
Gaps & Cracks Sealed	Yes

Rater Comments

House Details

ClientName	Ujwal Kaushik & Manasi Ahuja
HouseTitle	Unit 4, Block 1, Section 1
StreetAddress	52a Ijong Street Braddon
Suburb	2612
Postcode	Kelly Hill
AssessorName	29-06-2026
FileCreated	

Rater Comments

MEASUREMENTS USED IN THIS ASSESSMENT

The Energy Rating recorded in this assessment is determined by assessing many elements of the structure and interior treatments including window and floor coverings. The area of external walls and windows, ceiling and floors are part of the assessment.

Some measurements used in this assessment may be nominal. Every effort is made by the assessor to accurately calculate the dimensions of property. However, often accurate and comprehensive plans indicating all dimensions of an existing property, particularly following alterations and extensions are not always available. The reader of this report should not rely on the accuracy of any dimensions used when making critical decisions relating to those dimensions. The assessor will not accept any liability should any discrepancy be revealed.

DESIGN OPTIONS

The design option suggestions to improve this energy rating may be additional to elements already in place. For example, the option to install 'Heavy Drapes and Pelmet' will take into account windows that already have Heavy Drapes and Pelmet installed. Insulation recommendations will take into account existing insulation values.

Some recommendations for improvement will not be practical in all circumstances. For example, if the dwelling is built on a concrete slab, it will be possible to install floor insulation.

DOOR SEALS AND WEATHER STRIPS

A wooden framed door is only considered to be sealed when a draft extruding device is fitted to the bottom of the door AND sealing tape or felt is fitting to the timber frame around the door opening.

WINDOW GLAZING RATIOS

Glazing areas in one direction greater than 25% of the nett conditioned floor area will reduce the Energy Efficiency Rating.

Energy Efficiency Rating **FACT** Sheet

QUICK FACTS

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

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

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

WHAT IS RATED?

The rating is dependent on:

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

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

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

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

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



Certificate of Currency

Policy Number BP20200022

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

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

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

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

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

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

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

Public Liability

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

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

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



Najibi Bisso, Manager

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

PAYMENT PENDING

As per terms and conditions in the Residential
Reports Client Guarantee



Tax Invoice

Inspection Number 47253

Please ensure this number is used when making payment

15 June 2026

Ujwal Kaushik & Manasi Ahuja

For the Property at: 52A Ijong Street Braddon
ACT

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

Thank you for your business

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

PAYMENT OPTIONS	
	To avoid unallocated payments please use reference number: 47253
Credit Card	Please call 6288 0402 to provide card details. Your account is not debited until the day reports are released. Providing these details as soon as possible will ensure there is no delay when reports are ready.
Direct Deposit	Account Name: Residential Reports BSB: 012-997 Account Number: 2269 05945 Reference: 47253 IMPORTANT: PLEASE ensure this unique ID is used



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

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