

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		6	3545	12	10	Dickson
		and known as 6/105 Dooring Street, Dickson ACT 2602				
Seller	Full name	Daniel Victor Burlutsky				
	ACN/ABN					
	Address	107/22-24 Wassell Street, Matraville, NSW 2036				
Seller Solicitor	Firm	Elevated Legal Advisory				
	Email	amy@elevatedlegal.com.au				
	Phone	0478 681 058	Ref: Amy Perry			
	DX/Address	PO Box 5327, Braddon ACT 2612				
Stakeholder	Name	Hive Property (act) Pty Ltd				
Seller Agent	Firm	HIVE Property				
	Email	kathy@hiveproperty.co				
	Phone	0455 891 351	Ref: Kathy Komar			
	DX/Address	Level 1/4 Campion Street, Deakin, ACT 2600				
Restriction on Transfer	Mark as applicable	☒ Nil ☐ section 370 ☐ section 280 ☐ section 306 ☐ section 351				
Land Rent	Mark one	☒ Non-Land Rent Lease ☐ Land Rent Lease				
Occupancy	Mark one	☒ Vacant possession ☐ Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Contract				
Goods	Description	Fixed floor coverings, window treatments and light fittings as inspected				
Date for Registration of Units Plan		Not applicable				
Date for Completion		On or before 30 days from the Date of this Contract				
Electronic Transaction?		☐ No ☒ Yes, using Nominated ELN: PEXA				
Land Tax to be adjusted?		☐ No ☐ Yes				
Residential Withholding Tax	New residential premises?		☒ No		☐ Yes	
	Potential residential land?		☒ No		☐ Yes	
	Buyer required to make a withholding payment?		☒ No		☐ Yes (insert details on p.3)	
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		☐ No		☐ Yes	
	Clearance Certificates attached for all the Sellers?		☐ No		☐ Yes	

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

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

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- ☐ Proposed plan
- ☐ Inclusions list

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

- ☐ Inclusions list
- ☐ Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

Invoices

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

Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	% per annum
Interest rate if the defaulting party is the Buyer	10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$550 (GST inclusive)

Tenancy Summary

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

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

Name		Phone	
Address			

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and Interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

2. Terms of payment

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

3. Title to the Lease

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

4. Restrictions on transfer

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

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

5. Particulars of title and submission of transfer

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

6. Buyer rights and limitations

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

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

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

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

8. Adjustments

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

9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

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

12. Additional Seller obligations

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

13. Electronic transaction

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

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

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

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

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

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

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

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

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

13.4.1 each party must:

(a) bear equally any disbursements or fees; and

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

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

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

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

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

13.5.3 the parties must conduct the Electronic Transaction:

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

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

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

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

- the Stakeholder in trust for the Seller and the Buyer;
- (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
 - (d) the decision of the arbitrator is final and binding;
 - (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;
 - (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;
 - (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
 - (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.
- 18.3.2 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 6 105 Dooring Street
Block 12 Section 10 Dickson

SPECIAL CONDITIONS

54. DEFINITIONS

In this contract:

- (a) **Contract** means this Contract including the General Conditions, these Special Conditions and any Schedule, Appendix or Annexure;
- (b) **FATA** means *Foreign Acquisitions and Takeovers Act 1975* (Cth)
- (c) **Foreign Person** means:
 - i. a "foreign person" as defined in section 21A as the meaning is extended by section 4(6) of the FATA; or
 - ii. a "person to whom this section applies" within the meaning of section 26A as section 26A is affected by section 5A of the FATA.
- (d) **General Conditions** General Conditions means the ACT Law Society Contract for Sale CS09-2021 or as updated by the Law Society from time to time.
- (e) **Loss** includes any cost, liability, loss, fine, penalty, suit, claim, damage or proceeding.
- (f) **Raise Issue** means any of (and any combination of) the following:
 - i. make any claim (for damages or otherwise);
 - ii. make any requisition;
 - iii. object;
 - iv. deduct, or seek to deduct, from any monies otherwise payable to the Seller;
 - v. retain, or seek to retain, any monies otherwise payable to the Seller;
 - vi. rescind this Contract;
 - vii. terminate this Contract;
 - viii. require works to be undertaken to the Building or Land;
 - ix. require any documents, certificates, approvals or similar; or
 - x. delay Completion.

55. GENERAL

- (a) This Contract cannot be varied, except in in writing, which must be agreed to and executed by all parties.
- (b) A right created by this Contract cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or any other right of that party.

- (c) Each party must promptly execute all documents and do all things necessary or desirable to give full effect to the arrangements contained in this Contract.
- (d) The laws applicable in the Australian Capital Territory govern this Contract, and the parties submit to the non-exclusive jurisdiction of the courts of the State or Territory and any courts competent to hear appeals from those courts.
- (e) If a clause or part of a clause is unenforceable, voidable, invalid or illegal, it must be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is taken to be severed from this Contract without affecting the enforceability, validity or legality of the remaining clauses (or parts of the clauses) which will continue in full force and effect. This clause has no effect if the severance alters the basic nature of this Contract or is contrary to public policy.
- (f) A right or obligation of a party that can operate or have effect on or after the completion, expiration, termination or rescission of this Contract will not merge on the occurrence of that event but will remain in full force and effect.
- (g) This Contract is properly executed if each party executes either this document or an identical document. In the latter case, this Contract takes effect when the separately executed documents are exchanged between the parties.
- (h) To the extent that General Conditions are inconsistent with these special conditions, these special conditions override the General Conditions.

56. GENERAL CONDITION AMENDMENTS

To the extent as permitted by law the General Conditions are amended as follows:

- (a) clause 22.1.1 is amended by inserting '0' before the '%' symbol;
- (b) clause 22.1.2 is amended by inserting '10' before the '%' symbol;
- (c) clause 26.2 is deleted and replaced with the following:
 - i. 26.2 To serve a notice a party must:
 - 1. 26.2.1 leave it at; or
 - 2. 26.2.2 send it by a method of post requiring acknowledgement of receipt by the addressee; or
 - 3. 26.2.3 send it by facsimile or electronic mail; or
 - 4. 26.2.4 by delivering to an appropriate place in the facilities of a document exchange system,

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 to that party's solicitor.

- (d) insert additional clause 26.4 as follows:
- i. 26.4 A notice is given:
 - 1. 26.4.1 if hand delivered, on the date of delivery;
 - 2. 26.4.2 if sent by facsimile transmission, on the date that the sender's facsimile machine records that the facsimile has been successfully transmitted in its entirety;
 - 3. 26.4.3 if sent by electronic mail, on the date the sender's electronic mail delivery system records that the electronic mail has been successfully transmitted in its entirety;
 - 4. 26.4.4 sent by prepaid ordinary mail within Australia, on the date being 2 Business Days after the date of posting; or
 - 5. 26.4.5 sent by prepaid express post International airmail between countries, on the date that is 7 Business Days after the date of posting.

57. CONDITION OF PROPERTY

- (a) The Buyer warrants to the Seller that the Buyer is satisfied with the condition of the Property at the Date of this Contract including any legal and physical defects (latent or patent), infestations and dilapidation.
- (b) The Buyer acknowledges that the Seller has disclosed any Unapproved Structures on the Land and that, unless otherwise provided in this Contract. The Buyer must not Raise Issue or require the Seller to obtain the relevant approvals for the Unapproved Structures.
- (c) The Buyer acknowledges that the Seller makes no warranty as to the status of any contamination that may or may not be present on the Property including the soil, ground water or substrata. The Buyer relies on its own enquiries with regard to any contamination on the Property. The Buyer must not Raise Issue with regard to any contamination which may or may not be present on the Property.
- (d) The Buyer must not Raise Issue due to any matter in relation to the Seller or the Property which was disclosed to the Buyer, or was reasonably capable of being found or discovered by the Buyer had the Buyer undertaken the usual enquiries, investigations and searches about the Property as would reasonably be expected of a prudent Buyer, in a proper and diligent manner.
- (e) Notwithstanding any matter in clause 57(d) the Buyer may not Raise Issue in relation to any of the following matters:
 - i. any encroachment by or on the Property;
 - ii. any dispute regarding any dividing fence;
 - iii. requirements of an authority in relation to the Property;
 - iv. non-compliance of the Property with any law;

- v. the existence or non-existence of any services or utilities to or through the Property.

58. KEYS

The Seller will provide the Buyer with keys necessary to gain access to the dwelling on the Land, as well as any other keys in possession of the Seller on Completion. The Buyer must not Raise Issue regarding any keys provided, or not provided, by the Seller on Completion.

59. ADJUSTMENTS

- (a) If Completion does not occur on the Date for Completion due to the default of the Buyer, the Buyer acknowledges that Land Charges under General Condition 8.1 will be adjusted from the Date for Completion.
- (b) The Buyer acknowledges that notwithstanding clause 59(a), the Seller will remain entitled to the Income up to the date of Completion.

60. SELLER AGENT

- (a) The Buyer warrants that it was not introduced directly or indirectly to the Seller, or the Property, by any person other than the Seller Agent, or in circumstances that would give rise to any claim for commission or remuneration with respect to the sale of the Property by any other person.
- (b) The Buyer indemnifies the Seller against any Loss arising from a breach of the warranty in clause 60(a).

61. ENTIRE AGREEMENT

The Buyer agrees that this Contract sets out the entire understanding between the parties concerning the subject matter of this Contract and that it supersedes any prior arrangement, contract or other agreement in relation to the subject matter of this Contract.

62. RELIANCE AND REPRESENTATIONS

The Buyer warrants to the Seller that it has entered into this Contract entirely on its own investigations and enquiries and does not rely on any representation by the Seller, Seller Solicitor or Seller Agent in relation to any matter in relation to the Property or this Contract.

63. FIRB APPROVAL

- (a) The Buyer warrants to the Seller that it does not require any approvals under the Australian Government's foreign investment policy to acquire the Property ("**FIRB Approval**") and that the Treasurer cannot make an order under Part II of the FATA regarding the acquisition of the Property by the Buyer.
- (b) The Buyer indemnifies the Seller against all liability or loss suffered or incurred by the Seller which arises directly or indirectly from a breach of any of the obligations of the Buyer under this clause 63.

64. DIRECTOR GUARANTEE AND INDEMNITY

If the Buyer is a corporation that is not listed on the Australian Stock Exchange or is a company limited by guarantee under the *Corporations Act 2001* (Cth), the Buyer acknowledges and confirms the following:

- (a) each director of the Buyer must and will provide a signed personal guarantee in the form of the Guarantee and Indemnity attached as Annexure A on the Date of this Contract ('Guarantee'); and
- (b) that each director of the Buyer has, on the Date of this Contract, properly executed the Guarantee attached to this Contract and agree to guarantee that corporation's performance of its obligations under this Contract.
- (c) The Buyer acknowledges and agrees that this Clause 64 is an essential term of this Contract.

65. INSOLVENCY AND INCAPACITY

- (a) If the Buyer is a corporation and:
 - i. petition is presented for the winding up of the Buyer and is not stayed, withdrawn or discharged within 21 days or a resolution is passed by the Buyer for its winding up;
 - ii. an administrator or controller (as defined in section 9 of the *Corporations Act 2001* (Cth)) is appointed over the whole or any part of the assets or undertakings of the Buyer;
 - iii. a liquidator is appointed in respect of the undertakings of the Buyer;
 - iv. becomes insolvent (as defined in section 9 of the *Corporations Act 2001* (Cth));
 - v. the Buyer enters any arrangement with its creditors in relation to the affairs of the Buyer,

then the Buyer will be deemed to be in default of this Contract and the Seller may terminate this Contract and General Condition 19 will apply.

- (b) A notice of termination under this clause 65 will not take effect during any stay period, as the term is defined in Section 451(E)(2) of the *Corporations Act 2001* (Cth)

- (c) If the Buyer is an individual and:
 - i. dies; or
 - ii. becomes incapable to manage their affairs due to unsoundness of mind,

then either party may rescind this Contract and General Condition 21 will apply.

ANNEXURE A: GUARANTEE AND INDEMNITY

In this Guarantee & Indemnity:

- (a) Guarantor means each director of the Buyer as at the Date of this Contract.
- (b) Any capitalised terms used in this Guarantee & Indemnity which are not defined have the corresponding meaning given to them in the Contract which this Guarantee & Indemnity forms an Annexure to.
- (c) In consideration of the Seller entering the Contract with the Buyer at the request of each Guarantor, each Guarantor guarantees to the Seller the payment of all money payable by the Buyer under the Contract and the performance of all other obligations imposed on the Buyer under the Contract.
- (d) Each Guarantor indemnifies the Seller against any Loss incurred by the Seller in connection with or arising from any breach or default by the Buyer of its obligations under the Contract.
- (e) Each Guarantor must pay on demand any money due to the Seller under the Guarantee & Indemnity.
- (f) Each Guarantor is jointly and severally liable with the Buyer to the Seller for the performance of the Buyer's obligations under the Contract and any damage incurred by the Seller due to the Buyer's failure to perform its obligations under the Contract.
- (g) Each and every guarantee and indemnity provided under the terms of this Guarantee & Indemnity are continuing and binds each Guarantor despite:
 - i. the death, bankruptcy or liquidation of any Guarantor;
 - ii. the resignation of any Guarantor as a director of the Buyer;
 - iii. any waiver or extension of time granted from the Seller to the Buyer;
 - iv. the Contract being held invalid or incomplete for any reason;
 - v. Completion of the Contract; or
 - vi. improper execution by the Buyer to the Contract.
- (h) Each Guarantor warrants that:
 - i. their obligations under this Guarantee & Indemnity are valid and binding;
 - ii. they are entering this Guarantee & Indemnity as an adult above the age of 18;
 - iii. are not acting in any capacity as a trustee; and

- iv. have been given an opportunity to seek independent legal and financial advice before entering this Guarantee & Indemnity.

Executed by in the presence of:

Signature

Signature of Witness

Name of Guarantor
(Please print)

Name of Witness
(Please print)

Volume 1939 Folio 56 Edition 6

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Dickson Section 10 Block 12 on Deposited Plan 742 with 6 units on Unit Plan 3545

Unit 6 (Class A) entitlement 174 of 1000, 3 subsidiaries

Lease commenced on 10/11/2010, terminating on 14/01/2058

Proprietor

DANIEL VICTOR BURLUTSKY

6/105 DOORING STREET, DICKSON ACT 2602

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
07/02/2024	3296466	Mortgage to WESTPAC BANKING CORPORATION (ACN: 007 457 141)

End of interests

Volume 1939 Folio 50 Edition 1

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Dickson Section 10 Block 12 on Deposited Plan 742 with 6 units on Unit Plan 3545

Lease commenced on 10/11/2010, terminating on 14/01/2058

COMMON PROPERTY

Proprietor

The Owners-Units Plan No 3545

c/- LMM Solutions Pty Limited Po Box 884 Gungahlin, ACT 2912

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
11/11/2010	1715323	Application to Register Units Plan - Volume and Folio of Determined Crown Lease:1903/16
12/01/2011	1722316	Application to Note Special Resolution
19/03/2013	1849678	Application to Note Special Resolution
14/03/2017	2078145	Change of Address
08/04/2021	3067552	Application to Note Special Resolution

End of interests



LAND TITLES
OFFICE OF REGULATORY
Department of Justice and Commur



UP\$1715323

10/11/2010 09:49:50 HENKJ

APPLICATION TO REGIS
UNITS

1715323

DEPARTMENT OF JUSTICE & COMMUNITY SAFETY

Form 019 - UP

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
Minter Ellison	GPO Box 369 Canberra ACT 2601	02 6225 3786

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block
1903:16	Dickson	10	12

DETAILS OF UNITS PLAN

(Please provide all information listed below)

XUP number	197718
Number of units	6
Total aggregate of unit entitlements	1000
Total aggregate of unit subsidiaries	23
Units plan expiry date	14 Jan 2058

CLASS OF UNITS

A

PRIOR INTERESTS

(List document numbers only)

1648943

UNITS PLAN NUMBER

(Land Titles to complete after registration)

3545

FULL NAME OF REGISTERED PROPRIETOR/S - OWNER/S

(Surname Last)(ACN required for all companies)

C.D.H. Developments Pty Ltd ACN 060 104 387

FULL POSTAL ADDRESS (including postcode)

Unit 8, 13 Gladstone Street HALL ACT 2618

NAME AND ADDRESS FOR SERVICE OF NOTICE OF THE BODY CORPORATE - (Found on SD form in Units Plan)

(Surname Last) (ACN required for all companies)

INDEPENDENT BODY CORPORATE
GPO BOX 1359
CANBERRA ACT 2601

CERTIFICATE OF RATES, LAND TAX AND OTHER CHARGES

☐ Please attach certificate issued by Commissioner for Revenue

PROPRIETOR/S – OWNER/S EXECUTION

Executed by **C.D.H. Developments Pty Ltd**
ACN 060 104 387 in accordance with
Section 127 of the *Corporations Act 2001*

Signature of director

CHRISTOPHER HUDINA
Name of director (print)

Signature of director/company secretary
(Please delete as applicable)

JADANKA DEANNA HUDINA
Name of director/company secretary (print)

OFFICE USE ONLY

Lodged by		Certificate of title lodged	
Data entered by		Certificates attached to title	
Registered by		Attachments / Annexures	<u>Cert of Rates Consent</u>
Registration date	<u>11 NOV 2010</u>	Production number	<u>1710141</u>



ACT Revenue Office
Department of Treasury

***** Certificate of Rates, Land Tax and Other Charges *****

Telephone: (02) 6207 0116
Facsimile: (02) 6207 0036
Our reference: 20,613
Your reference: 266109282

09-Nov-2010

Minter Ellison
Dx 5601
Canberra ACT 2600

Property Details

Dickson **Section 10** **Block 12** **Unit 0**

Property Address: 105 Dooring St, Dickson
Current Lessee: C.d.h. Developments Pty Limited
Rates A/c No: 41-1011630 Land Tax A/c No: 44-1011630 CCMIL A/c No: 47-1011630
2010 Average Unimproved Land Value: \$352,000
Rating Sector: Sector 2 *** Phone (02) 6207 0116 for any enquiries. ***

Rates Charges and Balance Details (includes Fire & Emergency Services Levy)

Rates for 01/07/2010 to 30/06/2011	\$1,603.82	
Rebate/Remission for 01/07/2010 to 30/06/2011	\$0.00	
Balance of Current Year Rates		\$0.00
Rates Arrears prior to 01/07/2010		\$0.00
Rates Interest to 15/11/2010		\$0.00
Deferred Rates		\$0.00
Deferred Rates Interest to 15/11/2010		\$0.00

Rates Total **\$0.00**

Land Tax Charges and Balance Details

Quarterly Land Tax for 01/07/2010 to 31/12/2010	\$0.00	
Balance of Current Land Tax		\$0.00
Land Tax Arrears prior to 01/07/2010		\$0.00
Land Tax Interest to 15/11/2010		\$0.00

Land Tax Total **\$0.00**

City Centre Marketing and Improvements Levy CCMIL Charges and Balance Details

CCMIL for 01/07/2010 to 30/06/2011	\$0.00	
Balance of Current CCMIL		\$0.00
CCMIL Arrears prior to 01/07/2010		\$0.00
CCMIL Interest to 15/11/2010		\$0.00

CCMIL Total **\$0.00**

TOTAL THIS CERTIFICATE **\$0.00**

This Certificate excludes payments made after 05 Nov 2010

Property Details**Dickson** **Section 10** **Block 12** **Unit 0**

Property Address: 105 Dooring St, Dickson

Important Comments

Please take note of the following comments, if any, as they may have a bearing on the amounts shown on this Certificate and may, in turn, affect the settlement calculation. It is recommended that you contact the ACT Revenue Office for further information if you are unsure of the meaning of any comments.

No Direct Debit Authority

Please Note:

Phone update will be provided on this Certificate for one month from the date of issue. Please check the balances prior to settlement.

Remittance Advice for Dickson Section 10 Block 12 Unit 0

Settlement for Rates, Land Tax and City Centre Marketing and Improvements Levy (if applicable) should be shown separately below and this advice slip must be attached with any payment forwarded to the ACT Revenue Office. This will assist in correctly processing the payment to the correct Rates, Land Tax and City Centre Marketing and Improvements Levy accounts, if applicable.

Charge	Account Number	Amount
Rates (A)	41-1011630	\$0.00
Land Tax (B)	44-1011630	\$0.00
City Centre Marketing and Improvements Levy (C)	47-1011630	\$0.00
Payment Total (A+B+C)		\$0.00



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

CONSENT TO REGISTER



Form 042 - C

Land Titles Act 1925 DEPARTMENT OF JUSTICE & COMMUNITY SAFETY

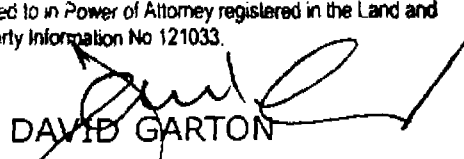
NOTE – Where a Subleasee consents to the registration of a units plan, upon registration, it will have the effect of determining the sublease pursuant to S90 of the *Land Titles Act 1925* and S25(1)(a) of the *Land Titles (Unit Titles) Act 1970*.

LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
Espreon	GPO Box 24 ACT 2600	6257 8660

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
1903:16	DICKSON	10	12	

FULL NAME OF CONSENTING PARTY
(Surname Last) (ACN required for all companies)
CBA

CONSENT TO REGISTER
(Please specify the purpose of this consent and all parties related to the instrument to be registered)
Application to register a Unit Plan.

EXECUTION	
Print full name of Consenting Party COMMONWEALTH BANK OF AUSTRALIA by its attorney who is the MANAGER POST SETTLEMENTS for the being at Sydney and who is the attorney mentioned and referred to in Power of Attorney registered in the Land and Property Information No 121033.  DAVID GARTON Signature or common seal of Consenting Party Dated 5/10/10	Print full name and address of witness  DESY RUSLI Signature of witness Dated 5/10/10

OFFICE USE ONLY			
Lodged by		Registered by	
Data entered by		Registration Date	



OFFICE OF REGULATION
Department of Justice and Community Safety



SR\$1722316

21/12/2010 11:33:36 GRECC

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SERVICES

IRY

SPECIAL RESOLUTION BY OWNERS CORPORATION

DEPARTMENT OF
JUSTICE & COMMUNITY SAFETY

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
INDEPENDENT B'c	91 NORTHBOURNE AVE TURNER	62091515

TITLE AND LAND DETAILS			
Volume & Folio	District/Division	Section	Block
1939.50	DICKSON	10	12

UNITS PLAN NUMBER
3545

DETAILS OF ARTICLE/S BEING AMENDED (Insert article number/s)
a new. AMENDED ARTICLES 1 THROUGH 15

SUPPORTING DOCUMENTATION (Please tick appropriate item - Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
☒ Sealed copy of Minutes of Meeting	
☐ Sealed copy of Resolution/Motion	
☐ Other (specify) -	

EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL (The Common Seal was affixed in the presence of)	
Signature	Signature
Full Name (Block Letters) LORRAINE HENDERSON	Full Name (Block Letters) GERALDINE JONES
Address 9-37 DERRINGTON CRESCENT BONYTHON	Address 37 HANRAHAN CRESCENT DUNLOP
Office Held BODY CORPORATE MANAGER	Office Held ADMINISTRATION OFFICER

OFFICE USE ONLY	
Lodged by	Annexures/Attachments
Data entered by	Minutes/Resolution/Motion
Registered by	Registration Date 12 JAN 2011

**MINUTES OF THE INAUGURAL MEETING OF THE
OWNERS OF UNITS PLAN 3545
"1-0-5 DOORING"
105 Dooring Street, DICKSON ACT**

HELD: Independent Body Corporate, Ground Floor, "Unisys Building", 91 Northbourne Ave, TURNER ACT.

TIME: 11th November 2010 at 12.15pm.

PRESENT: Chris Hudina representing CDH Developments Pty Ltd
Lorraine Henderson representing Independent Body Corporate.

QUORUM: A quorum was declared and the meeting proceeded.

CHAIRMAN: Chris Hudina representing CDH Developments Pty Ltd took the role of chairman.

BUSINESS:

Chris Hudina representing CDH Developments Pty Ltd advised the meeting that the development situated at Block 12 Section 10 Division DICKSON consisting of 6 lots as registered at the Land Titles Office as Units Plan 3545.

The meeting agreed it was necessary to put into effect certain requirements of the Unit Titles Act 2001.

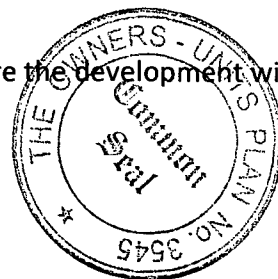
COMMON SEAL:

It was unanimously resolved that a common seal be purchased and until the first annual general meeting shall only be affixed to certificates given in pursuant to Section 75 of the Ordinance.

INSURANCE:

It was unanimously resolved that the Corporation should insure the development with CHU Insurances Limited as follows:

Buildings:	\$ 1,250,000-00
Public Liability:	\$20,000,000-00
Workers Comp	As per Act



MANAGING AGENT:

It was resolved that Independent Body Corporate be appointed managent in accordance with the attached agreement, noted as Attachment A.

BANK ACCOUNT:

The meeting unanimously resolved that the Corporation should operate a business cheque account with the St George Bank.

PLANS & CERTIFICATES:

The unit's plan, certificate of title for the common property would be handed to the managing agent for safe keeping at the earliest opportunity.

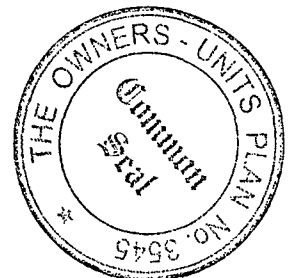
COMMITTEE:

It was noted that in accordance with the Act and until the first annual general meeting the Committee should consist of all members of the Corporation.

BUDGET:

The chairman presented a proposed budget for the period 11th November to 28th February 2011 which was unanimously confirmed and adopted as is:

Accounting	\$ 150-00
Bank Fees	\$ 12-50
Corporate Seal	\$ 26-00
Electricity	\$ 175-00
Garden Care	\$ 600-00
IBC Management	\$ 330-00
Insurance	\$ 3,500-00
Miscellaneous	\$ 250-00
Repairs & Maintenance	\$ 250-00
Set Up	\$ 750-00
Sinking Fund Forecast	\$ 125-00
Water Consumption	\$ 500-00
Total Administration Fund	\$ 6,668-50
Sinking Fund	\$ 666-85
Total Contributions	\$ 7,335-35



A cheque payable to The Owners of Unit Plan 3545 of **\$7,335.35** would be passed to the managing agents at the first opportunity.

COMMON SEAL:

It was unanimously agreed that the managing agent be authorised to attach the common seal to Section (75) Certificates and to other documents with approval of the body corporate committee.

Access of Builder and Developer:

It was unanimously resolved that the builder, CDH Developments Pty Ltd and their employees agents and contractors be granted such access rights to the common property as is necessary to finish the uncompleted building works, as a condition of such access the builder is required to make good any damage to the common property or buildings on the land and remove any rubbish or debris, and maintain appropriate public liability insurance and contract works insurance in respect of the uncompleted buildings.

Amendment to Articles:

It was unanimously resolved to amend the Articles forming part of the Unit Titles Act as per the attached "Default Articles", being Attachement B.

It was unanimously resolved that the managing agent would attend to registration of the resolutions to change the Articles of the Owners Corporation in accordance with Section 128(3) of the Unit Titles Act, as soon as practicable.

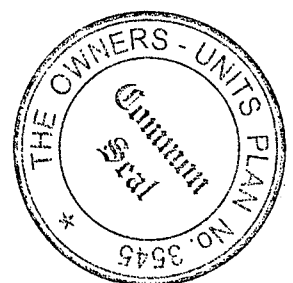
First Annual General Meeting

It was noted that the First Annual general meeting must be held within 90 days of registration of the unit plan and will be held in January 2011.

The mailing address for the body corporate would be registered as GPO Box 1539, Canberra City ACT.

CLOSURE:

There being no further business the meeting closed at 12..45pm



1-0-5 DOORING – B12 S10 DICKSON

THE OWNERS UNIT PLAN 3545

OWNERS CORPORATION ARTICLES

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these articles:

- (a) **Act** means *Unit Titles Act 2001*;
- (b) **executive committee representative** means a person authorised in writing by the executive committee under article 12.1(c);
- (c) **owner, occupier or user**, of a unit, includes an invitee or licensee of an owner, occupier or user of a unit;
- (d) **Territory** means the Australian Capital Territory; and
- (e) **unit** includes a unit subsidiary.

1.2 Interpretation

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

2 PAYMENT OF RATES AND TAXES BY UNIT OWNERS

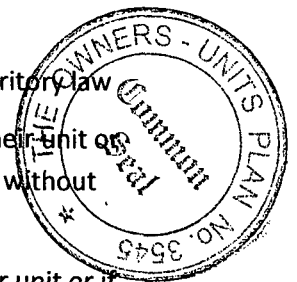
A unit owner must pay all rates, taxes and any other amount payable for the unit.

3 REPAIRS AND MAINTENANCE

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

4 ERECTIONS AND ALTERATIONS

- (a) A unit owner may erect or alter any structure in or on their unit:
 - (i) in accordance with the express written permission of the owners corporation by unopposed resolution; and
 - (ii) in accordance with the requirements of any applicable territory law
- (b) A unit owner must not make any alterations or modifications to their unit or balcony doors or windows, including the installation of deadlocks, without the prior approval of the executive committee.
- (c) If a unit owners wishes to erect or alter any structure in or on their unit or if a unit owner wishes to change the use of their unit, they must, at their own



cost and prior to the execution or alteration, obtain and provide the owners corporation with a fire consultants report in relation to the effect that the erection, alteration or change of use will have on the building's fire safety systems.

5 USE OF COMMON PROPERTY

- (a) A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit.
- (b) A unit owner must not dispose of any refuse or rubbish on the common property except in the receptacles provided for that purpose. If a unit owner soils or dirties any part of the common property, the unit owner must, at their cost and expense clean that part of the common property.

6 HAZARDOUS USE OF UNIT

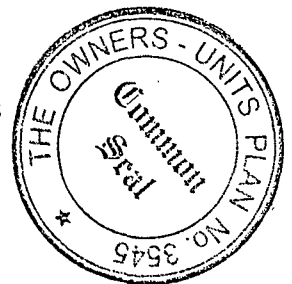
A unit owner must not use the unit, or permit it to be used, so as to cause a hazard to an owner, occupier or user of another unit.

7 USE OF UNIT – NUISANCE OR ANNOYANCE

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

8 NOISE

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



9 ANIMALS AND BIRDS

- (a) A unit owner may keep within the unit up to two medium sized and quiet pets, or as otherwise permitted by the executive committee.
- (b) The pets must be confined to the boundary of the unit unless on a leash.
- (c) Approval to keep the pet/s will be withdrawn by the owners corporation if the pet/s causes a nuisance.

10 ILLEGAL USE OF UNIT

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

11 WHAT MAY AN EXECUTIVE COMMITTEE REPRESENTATIVE DO?

- (a) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
 - (i) if the committee has reasonable grounds for suspecting that there is a breach of the Act or the articles in relation to a unit – inspect the unit to investigate the breach;
 - (ii) carry out any maintenance required under the Act or these articles;
 - (iii) do anything else the owners corporation is required to do under the Act or these articles.
- (b) An executive committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in paragraph (a).
- (c) An executive committee representative is not authorised to do anything in relation to a unit mentioned in paragraph (a) unless:
 - (i) the executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of his or her intention to do the thing; or
 - (ii) in an emergency, it is essential that it be done without notice.
- (d) The executive committee may give a written authority to a person to represent the corporation under this article.

12 SEAL OF OWNERS CORPORATION

12.1 Sealing of Documents

For the attaching of the seal of the owners corporation to a document to be effective:

- (a) the seal must be attached by decision of the executive committee; and
- (b) the seal must be attached in the presence of 2 executive members; and
- (c) the executive members witnessing the attaching of the seal must sign the document as witnesses.



12.2 Managing agent may affix seal

The common seal may be affixed to certificates under Section 75 of the Act by the managing agent of the owners corporation without following the procedure in article 12.1

13 RECOVERY OF LEGAL FEES

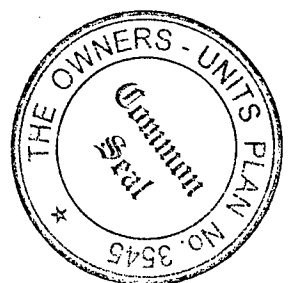
If the owners corporation incurs legal fees as a result of the conduct of a unit owner (including the recovery of a debt owed to the owners corporation) the unit owner shall be liable to pay the owners corporation the amount of the legal fees incurred by the owners corporation in undertaking legal action against the unit owner.

14 WINDOW TREATMENTS

Unit owners must ensure that window treatments used in their units (including blinds, curtains, drapes, etc), when viewed from the outside of the unit, are coloured white, cream, or black unless otherwise approved by the owners corporation.

15 OVERLOADING OF FLOORS AND BALCONY AREAS

A unit owner must not overload any floors or balcony areas and must observe the maximum load limits in their unit and any common areas.





ACT
Government

Justice and Community Safety

OFFICE OF REGULATION
ACT Justice and Community Safety



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14/03/2013 12:04:41 THOMSON

1849678

**SPECIAL RESOLUTION
BY OWNERS CORPORATION**

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
Independent Body Corporate Services Pty Limited	Ground Floor, 91 Northbourne Avenue Turner	02 62091515

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1939: 50	DICKSON	10	12	3545

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

Adopt Default Rules 2011, amend rules 4 and 11, add new rule 12

SUPPORTING DOCUMENTATION

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

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

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)



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

Signature <i>Lorraine Henderson</i>	Signature <i>Geraldine Jones</i>
Full Name LORRAINE HENDERSON	Full Name GERALDINE JONES
Address 9-37 DERRINGTON CRESCENT BONYTHON	Address 37 HANRAHAN CRESCENT DUNLOP
Office Held ADMINISTRATION MANAGER	Office Held ADMINISTRATION ASSISTANT

OFFICE USE ONLY

Lodged by <i>[Signature]</i>	Annexures/Attachments	Minutes/Resolution/Motion _____
Data entered by <i>[Signature]</i>		
Registered by <i>[Signature]</i>	Registration Date	19 MAR 2013

**MINUTES OF ANNUAL GENERAL MEETING
UNITS PLAN 3545 – "ONE-O-FIVE"
105 DOORING STREET, DICKSON**

Held: Independent Body Corporate, Ground Floor, Unisys Building,
91 Northbourne Avenue, Turner
Wednesday, 13 February 2013 at 4pm

Present: Mr M. Hartley (Unit 3), Ms M. Thompson (Unit 6) and Ms A Wormald on
behalf of Dr C Wormald (Unit 4)
Mrs A Anderson representing Independent Body Corporate Services

Chair: Mr M. Hartley (Unit 3) chaired the meeting

Apologies: Mr S. Haustead (unit 1)

Proxies: Mr S. Haustead (unit 1) nominated Mr M. Hartley (Unit 3) and voted yes
to all motions

Mrs R Calder (Unit2) appointed the chair and voted yes to all motions.

Dr C Wormald (Unit 4) appointed Ms A Wormald to vote as she sees fit

Quorum: A quorum was met and the meeting proceeded.

MINUTES OF PREVIOUS ANNUAL GENERAL MEETING –

The minutes of the Annual General Meeting dated 14 November 2012 had been distributed to all owners.

MOTION 1: *It was resolved that the Minutes of the previous Annual General Meeting be adopted.* **CARRIED**

MATTERS ARISING FROM MINUTES –

None.

INSURANCE –

The Owners Corporation holds insurance cover with CHU Underwriting Agencies Pty Ltd as follows:

Policy No: 46468
Building replacement
Public liability
Catastrophe Insurance
Workers Compensation
Excess
Premium

Due date - 07/09/2013

In accordance with



Note: Unit owners are responsible to take out their own contents (including carpet and all furnishings and fittings) and liability cover within their unit. The insurance cover held by the Owners Corporation only covers the building structure (including permanent fixtures) and common property.

MOTION 2: *It was resolved that the Owners of UP 3545 agree to retain internal paint work as an insurable item in the current policy at an additional cost as indicated by the Insurer.*

CARRIED

MOTION 3: *It was resolved that the level of insurance be increased annually upon renewal to the figure as suggested by the insurer.*

CARRIED

OFFICE BEARERS –

MOTION 4: *It was resolved that the Owners Corporation obtain Office Bearers insurance at an accepted level of coverage.*

CARRIED

FINANCIAL REPORT –

The financial report had been circulated to all owners. The financial statements showed a balance of \$13,078.90 in the Administrative Fund and a balance of \$3,870.50 in the Sinking Fund.

MOTION 5: *It was resolved that the financial statements be accepted as presented.*

CARRIED

INVESTMENT OF FUNDS –

MOTION 6: *Special Resolution: It was resolved that the Executive Committee be authorised to make determinations concerning investment of surplus funds into appropriate interest bearing accounts for Units Plan 3545.*

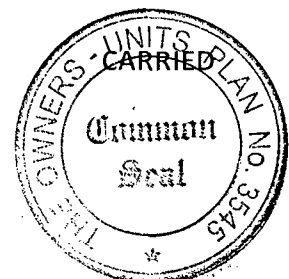
CARRIED

SINKING FUND FORECAST

MOTION 7: *It was resolved that the Owners Corporation except the 10 year Sinking Fund Forecast for Units Plan 3545.*

BUDGET DEBATE ADMINISTRATIVE FUND –

MOTION 8: *It was resolved that the proposed Administrative Fund budget of \$15,395.00 (excl. GST) be adopted.*



BUDGET DEBATE ADMINISTRATIVE FUND LEVY CONTRIBUTION -

MOTION 9: *It was resolved that the corporation determine a levy equal to the approved budget for the 12 month period, commencing 1 January 2013, and to be contributed in accordance with the unit entitlements and at quarterly intervals, being the first days of March, June, September and December 2013.*

CARRIED

BUDGET DEBATE SINKING FUND -

MOTION 10: *It was resolved that the proposed Sinking Fund budget of \$3,157.00 (excl. GST) be adopted.*

CARRIED

BUDGET DEBATE SINKING FUND LEVY CONTRIBUTION -

MOTION 11: *It was resolved that the corporation determine a levy equal to the approved budget for the 12 month period, commencing 1 January 2013, and to be contributed in accordance with the unit entitlements and at quarterly intervals, being the first days of March, June, September and December 2013.*

CARRIED

STRATA MANAGEMENT AGENCY AGREEMENT -

MOTION 12: *It was resolved that the Owners Corporation enter into an arrangement with Independent Body Corporate Services Pty Limited to act as Owners Corporation Manager, and empower two members of the Owners Corporation/Executive Committee as authorized signatories on behalf of the Owners Corporation to sign the Agency Agreement with Independent Body Corporate Services Pty Limited to act as Owners Corporation Manager until the next Annual General Meeting.*

CARRIED

ELECTION OF COMMITTEE -

MOTION 13: *It was resolved that the Owners Corporation of Units Plan 3545 agree to appoint 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting.*

CARRIED

RULE AMENDMENTS AND ADDITIONS -

MOTION 14: **Special Resolution:** *It was resolved that the Owners Corporation of Units Plan 3545 adopt the Default Rules of the Unit Titles (Management) Act 2011.*

CARRIED

MOTION 15: **Special Resolution:** *It was resolved that Rule 4 of the Default Rules be amended.*

CARRIED

MOTION 16: Special Resolution: It was resolved that Rule 11 of the Default Rules be amended to include Clause 2(a).

CARRIED

MOTION 17: Special Resolution: It was resolved that the additional Rule (Rule 12) be inserted into the Default Rules as per "Attachment A" with all costs for registering being expended from the Administrative Fund.

CARRIED

GENERAL BUSINESS –

Pump

The meeting requested additional quotes for the replacement of the pump. These will be obtained by the managing agent and pasted onto the executive committee for their consideration and decision.

Quotes

The meeting requested the managing agent obtain 3 quotes for any and all works that is required at the complex.

Tradesman

The meeting requested that any tradesman attending the complex notify the site contact on arrival and on departure.

Irrigation

The meeting requested the managing agent to obtain quotes for the repair to the irrigation system.

Side Gate

The meeting advised that for security reasons a side gate needed to be erected at the side of the complex.

It was requested that quotes be obtained for the construction of a side gate and passed onto the executive committee for their consideration and decision.

Garage Sensor Lighting

The meeting advised that the garage sensor lighting is not functioning. It was requested that this be rectified.

Cleaner

The meeting requested a scope of works from the cleaner as well as the frequency of attendance.

Gardener

The meeting requested a scope of works from the gardener.

With there being no further business the meeting closed at 5:30pm



Default Rules

[Attachment A]

1 Definitions—Default Rules

- (1) In these Rules:

Executive Committee Representative means a person authorised in writing by the Executive Committee under Rule 10 (4).

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

- (2) A word or expression in the Act has the same meaning in these Rules.

2 Payment of rates and taxes by unit Owners

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

3 Repairs and maintenance

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

4 Erections and alterations

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

(a) in accordance with the express permission of the ~~Owners Corporation~~ **Executive Committee**; and

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

Note An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see Legislation Act, s 126 and s 132).

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

5 Use of common property

A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit.

6 Hazardous use of unit

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

7 Use of unit—nuisance or annoyance

- (1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.

- (2) This rule does not apply to a use of a unit if the Executive Committee has given an owner, occupier or user of the unit written permission for that use.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the Owners Corporation.

8 Noise

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

9 Illegal use of unit

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

10 What may an Executive Committee representative do?

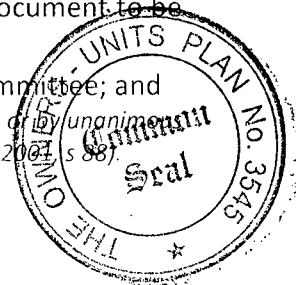
- (1) An Executive Committee representative may do any of the following in relation to a unit at all reasonable times:
 - (a) if the Committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;
 - (b) carry out any maintenance required under the Act or these rules;
 - (c) do anything else the Owners Corporation is required to do under the Act or these rules.
- (2) An Executive Committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in Subrule (1).
- (3) An Executive Committee representative is not authorised to do anything in relation to a unit mentioned in Subrule (1) unless—
 - (a) the Executive Committee or the representative has given the owner, occupier or user of the unit reasonable notice of his or her intention to do the thing; or
 - (b) in an emergency, it is essential that it be done without notice.
- (4) The Executive Committee may give a written authority to a person to represent the Corporation under this rule.

11 Seal of Owners Corporation

- (1) For the attaching of the seal of the Owners Corporation to a document to be effective—

- (a) the seal must be attached by decision of the Executive Committee; and

Note - Executive Committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the Committee (see Unit Titles Act 2007 s 88).



- (b) the seal must be attached in the presence of two (2) Executive members; and
 - (c) the Executive members witnessing the attaching of the seal must sign the document as witnesses.
- (2) Managing agent may affix seal -
- (a) The common seal may be affixed to reduced quorum meeting notices and certificates under Section 119 of the Act by the managing agent of the Owners Corporation without following the procedure in Rule 11.1

12 Recovery of Legal Fees

- (1) If an Owners Corporation incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.
- (2) The unit holder agrees that any monies which are payable pursuant to Clause 1 shall be a debt enforceable by the Owners Corporation against the unit holder.
- (3) The legal fees and other costs payable in accordance with Clause 1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with Clause 1.
- (4) The Owners Corporation shall not commence any action against any unit holder other than to recover outstanding levies, without a majority vote from a Special General Meeting.



Access
Canberra.

Chief Minister



SR\$3067552

24/03/2021 11:29:43 GMT

LAND TITLES

IRA

Rate

3067552

JN

JN

SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Email Address	Contact Telephone Number
LMM Solutions	accounts@lmm solutions.com.au	02 5110 3200

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1939/50	Dickson	10	12	3545

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

Adopt Rule 2.0 and Rule 3.0

SUPPORTING DOCUMENTATION

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

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

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)



CERTIFICATION *Delete the inapplicable

Applicant

- *The Certifier has 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:

Jane Victoria Fennell
Jane Victoria Fennell
of LMM Solutions

Grace Abbey Rose Upton
Grace Abbey Rose Upton
of LMM Solutions

for: Owners of UP3545
on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY			
Lodged by	AG	Annexures/Attachments	Minutes/ Resolution /Motion
Data entered by	83	Evidence Manager Appointed	Yes ☐
Registered by		Registration Date	15 - 8 APR 2021

VOI signed



Strata Management
For the client experience you deserve!

PO Box 884
Gungahlin ACT 2912

P 02 5110 3200
E enquiries@LMMsolutions.com.au

16 February 2021

To all Owners
UP3545 – One-O-Five
105 Dooring Street
DICKSON ACT 2602

Dear Owner

UP3545 - ONE-O-FIVE
Minutes of Annual General Meeting 2021

Further to the recent Annual General Meeting for your development, please find enclosed the Minutes of that meeting.

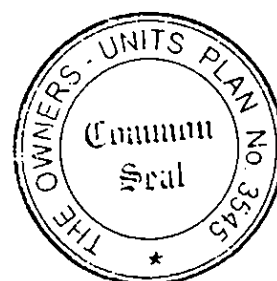
If you have any queries or require clarification of items contained in the Minutes, please feel free to contact me.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Georgina'.

Georgina Newhouse
Strata Manager
LMM Solutions Pty Ltd

P 02 5110 3200
E georgina@LMMsolutions.com.au



MINUTES OF ANNUAL GENERAL MEETING 2021

UNITS PLAN 3545 - ONE-O-FIVE
105 DOORING STREET, DICKSON



Held: On Tuesday 9th February 2021 at 5:00pm.

At: LMM Solutions office, 231/29 Braybrooke Street, Bruce.

Present: Mr O Brasier (Unit 4) and Ms M Lynch (Unit 5).
Mr M Upton and Ms G Newhouse representing LMM Solutions Pty Ltd.

Chair: Mr O Brasier was elected chairperson for the meeting.

Quorum: As a standard quorum was not present, the decisions taken at the Meeting were Reduced Quorum decisions in accordance with Schedule 3.9, Part 3.1, s.3.11 of the Unit Titles (Management) Act 2011.

MINUTES

MOTION 1: It was resolved that the Minutes of the previous Annual General Meeting be confirmed as a true and accurate record of the proceedings of the meeting.

CARRIED

Matters arising from Minutes

None.

ALTERNATIVE VOTING MECHANISM

MOTION 2: It was resolved that the Owners Corporation of UP3545 agree to accept that meetings can be held via electronic means, including phone and teleconference, and by postal vote and that votes by an entitled person are recorded as valid.

CARRIED

INSURANCE

The Owners Corporation holds insurance cover with GIO General Limited as follows:

Policy No: HGS025214749	Due date - 07/09/2021
Building replacement	\$2,205,000
Excess	\$300.00
Premium	\$2,550.22

Those present agreed that this cover appeared adequate at this time.

MOTION 3: It was resolved that the Owners Corporation of UP3545 acknowledge the Certificate of Currency and review of the insurance claims report (if any) as presented.

CARRIED

OFFICE BEARERS

MOTION 4: It was resolved that the Owners Corporation of UP3545 adjust/obtain Office Bearers insurance cover to an amount as determined and agreed.

FAILED

Secretarial Note - The owners present discussed as all owners form the Executive Committee, office bearers is not required.

ACCEPTANCE OF FINANCIAL STATEMENTS

The financial report had been circulated to all owners. The financial statements showed a balance of \$6,931.45 in the Administrative Fund and a balance of \$31,704.04 in the Sinking Fund. The balance of the Cash at Bank Account is \$38,625.80.

MOTION 5: It was resolved that the Owners Corporation of UP3545 accept the financial statements as presented. **CARRIED**

MAINTENANCE PLAN/SCHEDULE

MOTION 6: It was resolved that the Owners Corporation of UP3545 have reviewed the Maintenance Plan as presented and authorise the Executive Committee to make determinations in relation to the matters and contracts as specified. **CARRIED**

Matters arising from the Maintenance Plan and building condition.

None.

BUDGET DEBATE

Administrative Fund

MOTION 7: That the proposed Administrative Fund budget and contribution amount of \$14,300.00 be adopted. **FAILED**

MOTION 7a: It was resolved that the proposed Administrative Fund budget and contribution amount of \$13,500.00 be adopted. **CARRIED**

Sinking Fund

MOTION 8: The proposed Sinking Fund budget and contribution amount of \$9,168.00 be adopted. **FAILED**

MOTION 8a: It was resolved that the proposed Sinking Fund budget and contribution amount of \$7,971.00 be adopted. **CARRIED**

Administrative and Sinking Fund Levy Contribution

MOTION 9: It was resolved that the Owners Corporation determine a levy equal to the approved budget for the twelve-month period, commencing 1 January 2021, and to be contributed in accordance with the unit entitlements at quarterly intervals with the instalment due dates to be:

	Payment periods		Payment due dates
	FROM	TO	
Levy 1	1 January 2021	31 March 2021	1 March 2021
Levy 2	1 April 2021	30 June 2021	1 June 2021
Levy 3	1 July 2021	30 September 2021	1 September 2021
Levy 4	1 October 2021	31 December 2021	1 December 2021

CARRIED



ELECTION OF COMMITTEE

MOTION 10: It was resolved that all Owners of UP3545 are elected to form the Executive Committee until the next Annual General Meeting. **CARRIED**

RULE AMENDMENTS AND ADDITIONS (see Attachment A) - Special Resolutions

MOTION 11: That Rule 1.4 of the Default Rules be amended. **FAILED**

Secretarial Note - As all owners form the executive committee, it was deemed unnecessary to adopt this amendment.

MOTION 12: It was resolved that Owners Corporation make an Alternative Rule 2.0 relating to the execution of documents. **CARRIED**

MOTION 13: It was resolved that the Owners Corporation make an Alternative Rule 3.0 relating to the recovery of legal fees. **CARRIED**

MOTION 14: It was resolved that the Owners Corporation of UP3545 amend the Default Rules of the Unit Titles (Management) Regulation 2011 for adoption and registration with the Land Titles Office and for the cost of registration be paid from the Administrative Fund. **CARRIED**

ALTERNATIVE RULES - Special Resolution

MOTION 15: That the Owners Corporation of UP3545 authorise the Executive Committee to derive a set of Alternative Rules for adoption and registration (with the amended Default Rules). **CARRIED**

GENERAL BUSINESS

Adjustment of Sinking Fund Report items:

Those present agreed that it would be worthwhile to obtain a new Sinking Fund Forecast Report during the 2021-2022 year and present it at next years' AGM for adoption and determination of corresponding levies.

Painting:

It was noted by owners present that the painting can be held off till next year when the new Sinking Fund Forecast is in place.

Mr M Upton and Ms G Newhouse will attend site and investigate what needs to be painted and what can wait, quotes will then be obtained to be presented at the next Annual General Meeting.

Side Gate:

It was noted by Mr M Upton that the side gate approved at the 2020 Annual General Meeting had been overlooked. Ms G Newhouse will investigate obtaining quotes and send to the owners for consideration.

With no further business, the meeting closed at 5.44 pm.



Default Rules

UP3545 – One-O-Five

Schedule 1 – Unit Titles (Management) Regulation 2011

Note – the owners corporation may only amend default rule 1.4, 1.5 and 1.6 (UTMA Reg., S.7B (1)(a)) and may make alternative rules under s.108 of the UTMA, by special resolution.

1.1 Definitions—Default Rules

- (1) In these Rules:
Owner, occupier or user, of a unit, includes an invitee or licensee of an owner, occupier or user of a unit.
- (2) A word or expression in the Act has the same meaning in these Rules.

1.2 Payment of rates and taxes by unit Owners

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

1.3 Repairs and maintenance

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

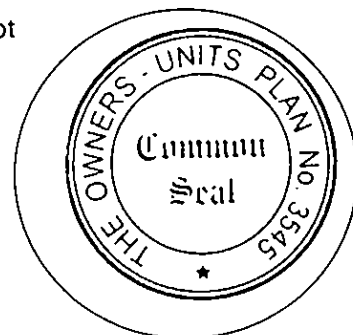
1.4 Erections and alterations

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only—
 - (a) in accordance with the express permission of the Executive Committee; and
 - (b) in accordance with the requirements of any applicable Territory Law (for example, a law requiring development approval to be obtained for the erection or alteration).

Note An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see Legislation Act, s 126 and s 132).
- (2) Permission may be given subject to conditions stated in the resolution.
- (3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

1.5 Pets in units

- (1) A unit owner or occupier (the pet owner) may keep an animal, or permit an animal to be kept, within the unit if—
 - (a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and
 - (b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and
 - (c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
 - (d) the pet owner cleans any area of the units plan that is soiled by the animal; and
 - (e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
- (2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.



1.6 Assistance animals

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

1.7 Use of common property

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

1.8 Hazardous use of unit

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

1.9 Use of unit—nuisance or annoyance

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

1.10 Noise

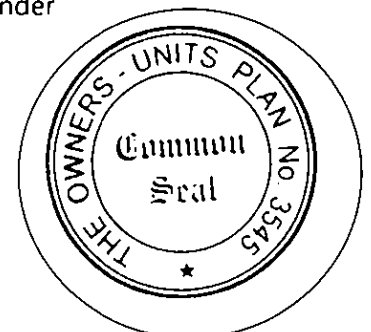
- (1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to the making of a noise if the Executive Committee has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

1.11 Illegal use of unit

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

1.12 What may an Executive Committee representative do?

- (1) An Executive Committee representative may do any of the following in relation to a unit at all reasonable times:
 - (a) if the Committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;
 - (b) carry out any maintenance required under the Act or these rules;
 - (c) do anything else the Owners Corporation is required to do under the Act or these rules.
- (2) An Executive Committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in Subrule (1).
- (3) An Executive Committee representative is not authorised to do anything in relation to a unit mentioned in Subrule (1) unless—



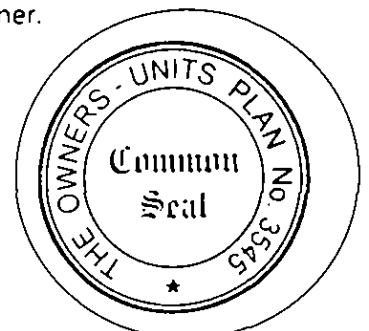
- (a) the Executive Committee or the representative has given the owner, occupier or user of the unit reasonable notice of his or her intention to do the thing; or
- (b) in an emergency, it is essential that it be done without notice.
- (4) The Executive Committee may give a written authority to a person to represent the Corporation under this rule.

2.0 Execution of documents by owners corporations (*refer UTMA, 9A*) – *added and amended*

- (1) An owners corporation must execute a document in 1 of the following ways:
 - (a) if the owners corporation has a common seal – by attaching the seal to the document:
 - (i) as authorised by a resolution of the owners corporation; and
 - (ii) with 2 executive members witnessing the attaching and signing the document as witnesses;
 - (b) without using a common seal:
 - (i) by 2 executive members, as authorised by a resolution of the owners corporation, signing the document; or
 - (ii) if a manager for the owners corporation is delegated this function – by the manager, as authorised by a resolution of the owners corporation, signing the document.
- (2) The manager may affix the common seal of the Owners Corporation to:
 - (a) reduced quorum meeting notices;
 - (b) Rules registration documents;
 - (c) Notice of Change of Address for Service of Documents for a Body Corporate at the Land Titles Office; and
 - (d) certifications under Section 119 of the Act;
 - (e) any other document requiring the common seal with the written authorisation of the executive committee;
 without following procedure outlined in Alternative Rule 2 (1)(a).
- (3) The manager may sign on behalf of the owners corporation with the written authorisation of the executive committee without following procedure outlined in Alternative Rule 2(1)(b).

3.0 Recovery of Legal Fees - added

- (1) If an Owners Corporation incurs legal fees or other costs in any legal or administrative action against a unit owner, the unit owner shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.
- (2) The unit owner agrees that any monies which are payable pursuant to *Rule 3.0 (1)* shall be a debt enforceable by the Owners Corporation against the unit owner.
- (3) The legal fees and other costs payable in accordance with *Rule 3.0 (1)* shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with *Rule 3.0 (1)*.



- (4) The Owners Corporation shall not commence any action against any unit owner other than to recover outstanding levies, without a majority vote from a General Meeting.



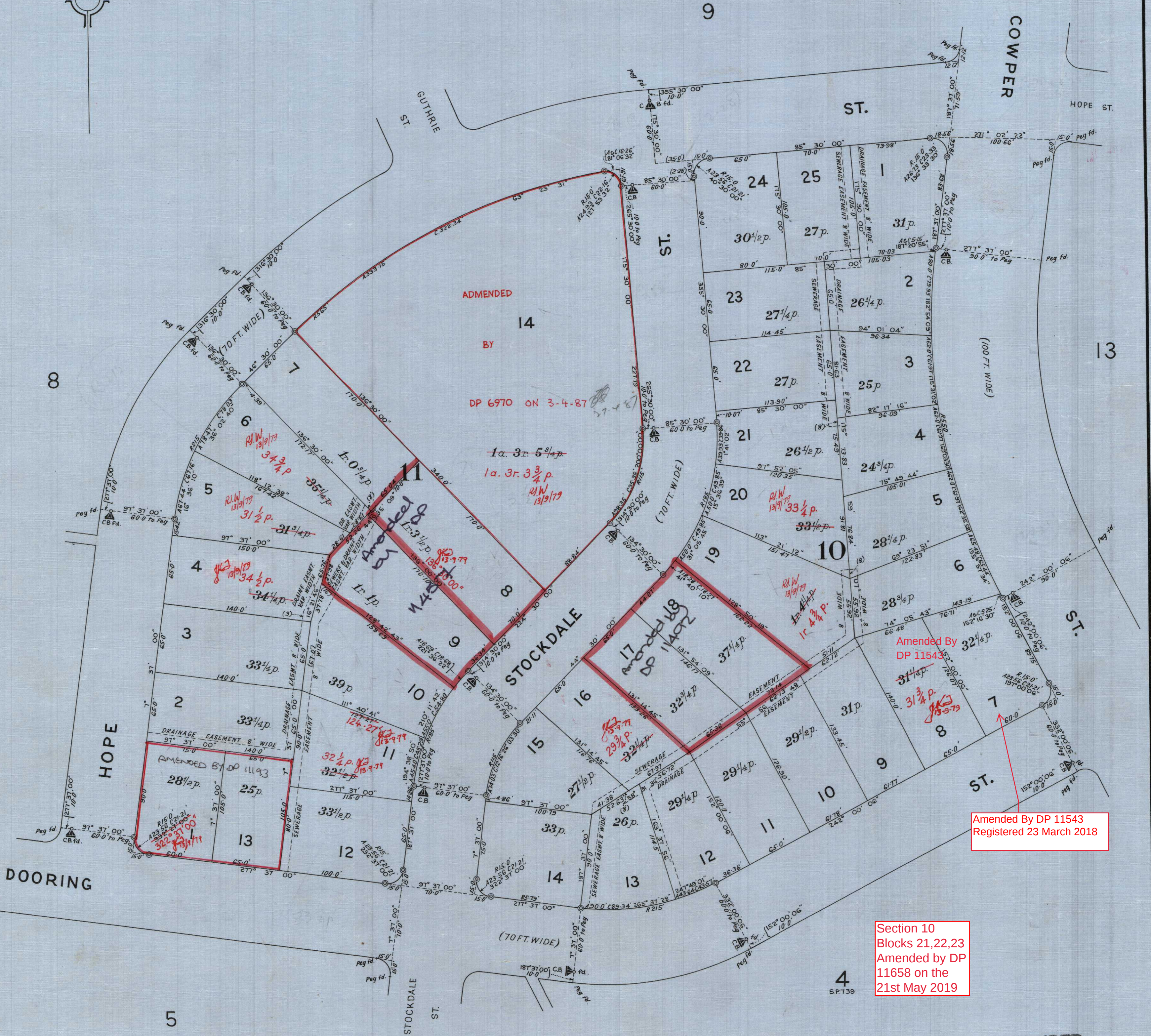
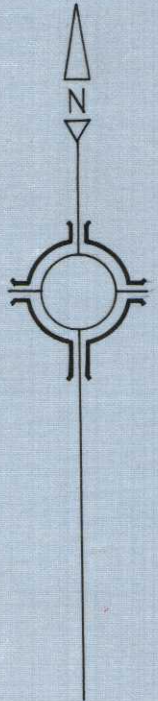
Plan of
Sections 10 & 11
DIVISION OF DICKSON
CANBERRA CITY DISTRICT
AUSTRALIAN CAPITAL TERRITORY

Scale

FEET 0 60 120 180 240 300

DEPOSITED PLAN No. 742

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 *John Keir Taylor*
Registrar of Titles



Amended By DP 11543
Registered 23 March 2018

Section 10
Blocks 21,22,23
Amended by DP
11658 on the
21st May 2019

Section 10
Blocks 2,3,4,5,6
Amended by
DP 11615
on the 30th May
2025

NOTE: G.I.P.'s are shown thus and are placed in road
6 feet radially from tangent points.

AMENDED
BY D.P. No. 11457
on 2nd Feb 2017

AMENDED
BY D.P. No. 11492
on 7th June 2017

AMENDED
BY D.P. No. 11193
on 25th March 2014

I certify that this plan is the plan prepared in accordance
with sub-section 1 of section nine of the Districts Ordinance 1927-49
J. K. Taylor
Commonwealth Surveyor-General

Drawn by C.A.G. Date 5.6.58
Examined by *J.K.T.* Date 5.6.58
Date of Survey
Strom Meridian
FIELD BOOK K873 K934
Azimuth: Northbourne Ave. Radial

Declared at Canberra the 11th day of June, 1958 before me

J. K. Taylor
Commissioner for Declarations under
the Statutory Declarations Act 1911-1922

I, *John Keir Taylor* 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 1925-55, hereby solemnly and sincerely declare (a) that all boundaries and measure-
ments 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 (2) under my supervision, and completed on the 11th day of
June, 1958, and the reference marks have been placed as shown hereon.
And I make this solemn declaration by virtue of the Statutory Declarations Act 1911-1922 conscientiously
believing the statements contained therein to be true in every particular.

J. K. Taylor
Licensed Surveyor

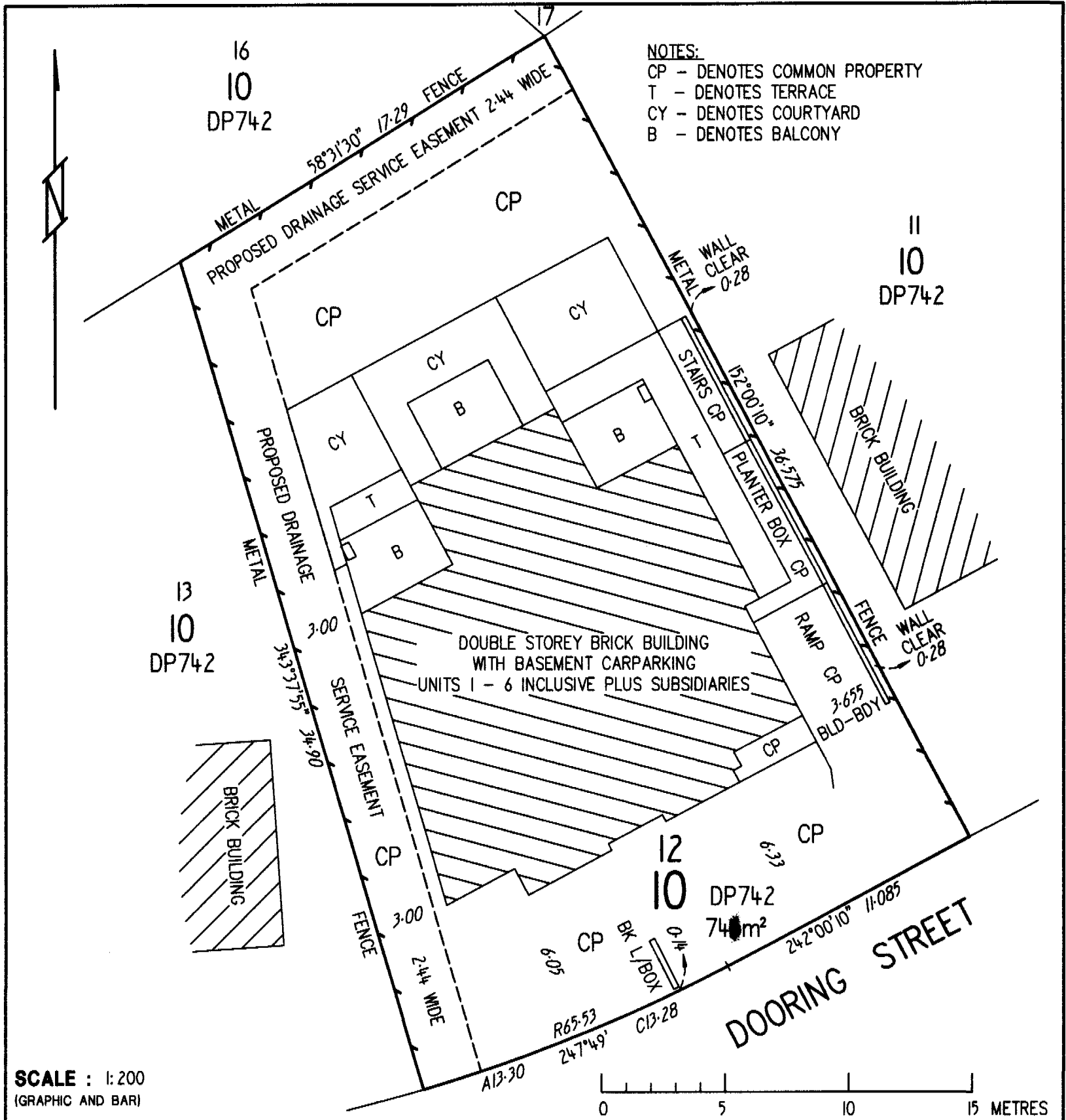
UNITS PLAN No

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
DICKSON	10	12

2. ☒ SITE PLAN ☐ FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER 4. CLASS OF UNITS (A or B)..... A



5. EXECUTION

Signed by C.D.H. Developments Pty Ltd Act 066 104 387 in accordance with s127 of the Corporations Act x <i>Christine</i> DIRECTOR Applicant	<i>P. Sel</i> 30/8/2010 Registered Surveyor (please sign for site plan only)	<i>Lyn Tankey</i> Lyn Tankey a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister
--	---	---

XUP: 19718



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

SURVEYOR'S DECLARATION



Form 087 - SD

Land Titles Act 1925

DEPARTMENT OF
JUSTICE & COMMUNITY SAFETY

LAND DETAILS					
Volume & Folio	District / Division	Section	Block	Deposited Plan Number	Units Plan Number
67:6651	DICKSON	10	12	742	3545

NAME OF MANAGER / OWNERS CORPORATION
Independent Body Corporate

ADDRESS FOR SERVICE OF NOTICE
PO Box 1539, Canberra City. ACT 2601

SURVEYOR'S DECLARATION	
I, Peter John Selfe of M & S Surveys Pty Ltd	
A surveyor registered under the <i>Surveyors Act 2007</i> , hereby certify that:	
1. The survey represented by the diagrams on forms 1A and 3 of this plan are accurate and have been made by me / under my immediate supervision (delete whichever is not applicable) and was completed on (insert date) – 27 th August 2010	
2. The survey is in accordance with the following Acts:	• <i>Unit Titles Act 2001</i>; • <i>Land Titles (Unit Titles) Act 1970</i>; • <i>Land Titles Act 1925</i>; and, • any other Regulation made under those Acts and in accordance with the <i>Surveyors Practice Directions</i>.
CROSS OUT EITHER OF ITEM 3 OR 3(a)-3(c), WHICHEVER DOES NOT APPLY – 3(a)-(c) CANNOT APPLY IF AN ENCROACHMENT OCCURS OVER A ROAD OR PUBLIC PLACE UNLESS THE ENCROACHMENT IS AN ATTACHMENT AS DEFINED BY THE UNIT TITLES ACT 2001.	
3. Each building (including anything attached to it) or building in the course of erection on the parcel is wholly within the parcel.	
OR	
3 (a), (b), (c)	a) All units and unit subsidiaries shown in the diagrams are wholly within the parcel; b) The diagram clearly indicates the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel; and, c) The diagrams clearly indicate the existence, nature and extent of any easement granted and registered, or to be granted and registered upon registration of this proposed plan, pertaining to the parcel.

Signature of Registered Surveyor

30th August 2010

Dated

APPROVED UNDER THE *UNIT TITLES ACT 2001*,

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

	3 November 2010
Lyn Tankey Delegate of the Authority / Executive	Dated

OFFICE USE ONLY			
LODGED BY		REGISTERED BY	
EXAMINED BY		REGISTRATION DATE	11 NOV 2010
DATA ENTERED BY			



SUE

Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
DICKSON	10	12

Unit Plan No
3545

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

[illegible]

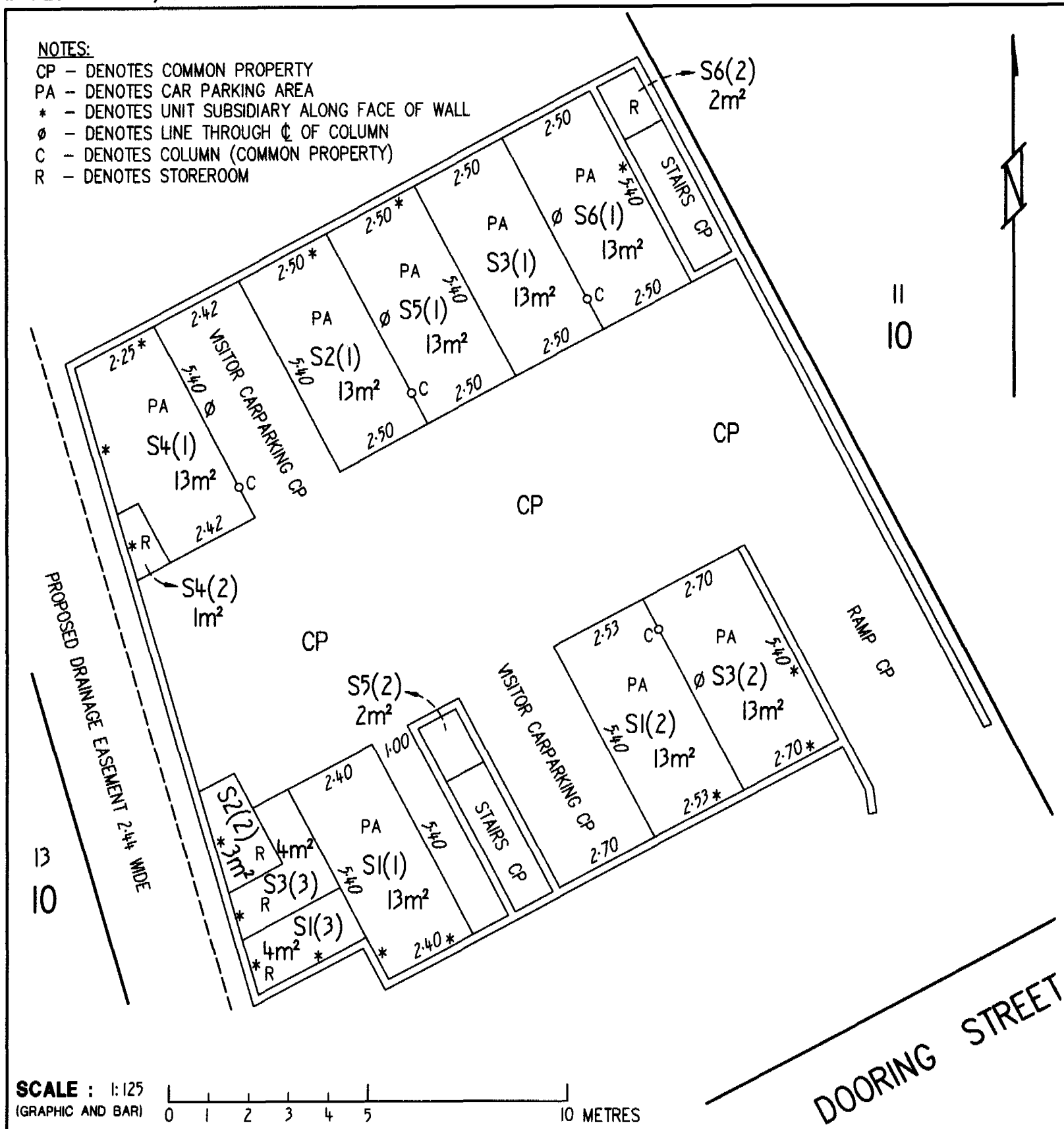
UNITS PLAN No 3545

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
DICKSON	10	12

2. ☐ SITE PLAN☒ FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 4. CLASS OF UNITS (A or B) A



5. EXECUTION

Signed by C.D.H. Developments Pty
 Ltd ACN 060 104 387 in accordance
 with s 127 of the Corporations Act

Christophe
 x

Applicant

DIRECTOR

Hudon

DIRECTOR

Registered Surveyor (please sign for site plan only)

Lyn Tanky

Lyn Tanky
 a delegate of the Planning and Land
 Authority in exercising its functions
 Delegate of the Minister

UNITS PLAN No 3545

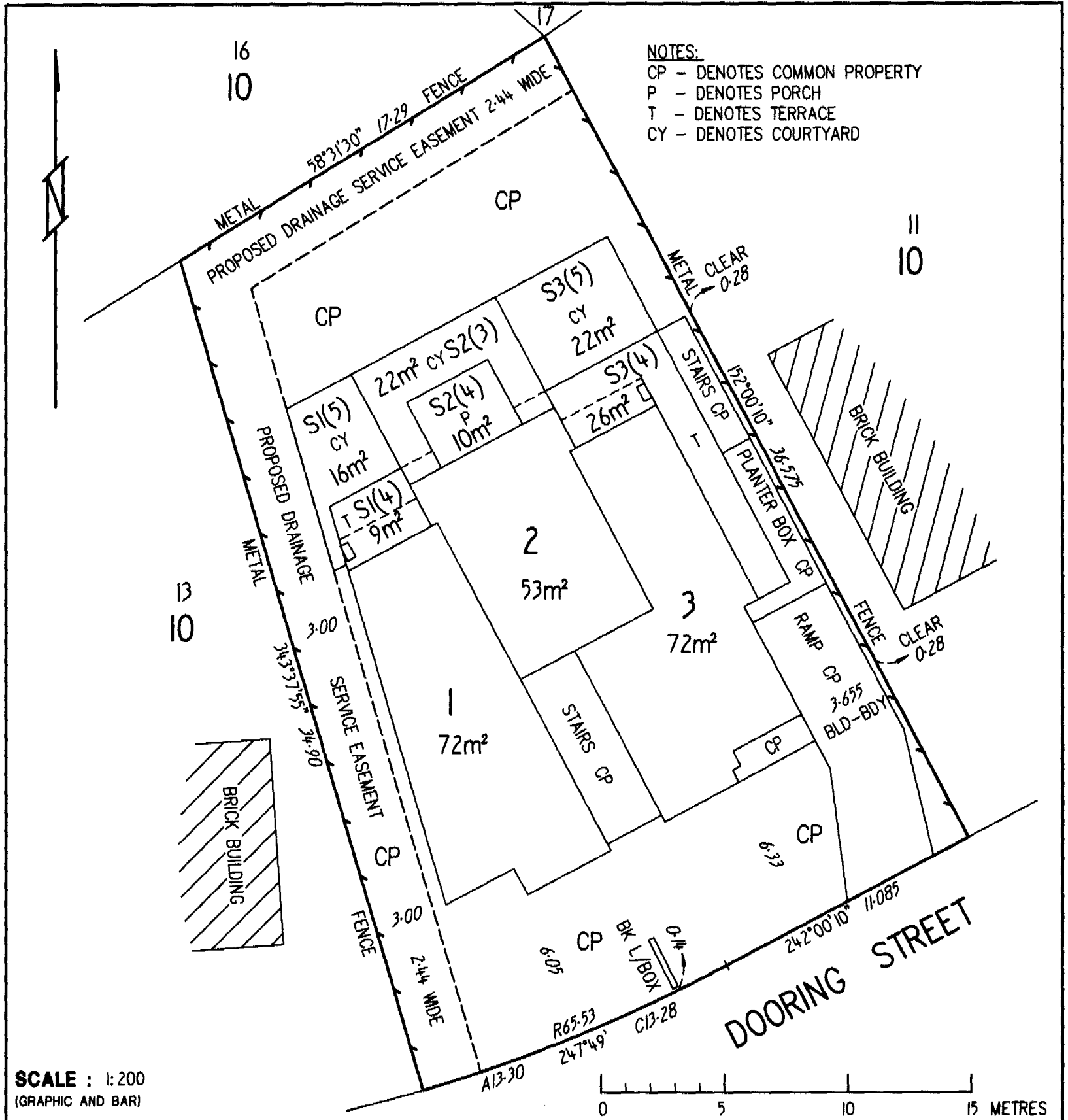
1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
DICKSON	10	12

2. ☐ SITE PLAN☒ FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER GROUND

4. CLASS OF UNITS (A or B) A



5. EXECUTION

Signed by C.D.H. Developments Pty Ltd ACN 060104387 in accordance with Stat of Corporations Act		Registered Surveyor (please sign for site plan only)
Applicant	Lyn Tankey a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister	

DIRECTOR

DIRECTOR

DIRECTOR

FORM 4

Revised 1/7/03

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 3545

Block 12 Section 10 Division of DICKSON

**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 fourteenth day of January Two Thousand and fifty eight.
2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.
3. Each Lessee of each of the Units Nos. 1 – 6 inclusive covenants with Planning and Land Authority (“the Authority”) on behalf of the Commonwealth of Australia (“the Commonwealth”) in respect of each Lessee’s relevant unit as follows:
 - (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
 - (b) to use the unit as a single dwelling only;
 - (c) not to use any unit subsidiary to that unit as a habitation;
 - (d) not to make any structural alterations to the unit or any unit subsidiary to that unit without the previous approval in writing of the Authority;
 - (e) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority the unit and any unit subsidiary to that unit excluding any defined parts under the provisions of the Unit Titles Act 2001;
 - (f) if and whenever the Lessee fails to maintain repair or keep in repair the unit the Authority may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement is beyond reasonable repair the Authority may require the Lessee to remove a building or part of a building or other improvement and if after the expiration of one month from the date of receipt of the said notice or such



longer time as the Authority may in writing allow the Lessee has not effected the said repairs or removed the said building part of the building or other improvement any person or persons duly authorised by the Authority with such equipment as is necessary may enter the unit and effect the said repairs or demolish and remove the building part of the building or other improvement and all expenses incurred by the Authority in effecting such repairs or demolition and removal shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

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

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

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

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(b) that if:

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

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

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

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5. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on or under the leased land;
- (c) "dwelling" means a building or part of a building used as a self contained residence which must include:
 - (i) food preparation facilities;
 - (ii) a bath or shower; and
 - (iii) a closet pan and wash basin
 and includes outbuildings and works normal to a dwelling;
- (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;
 - (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 for more than one dwelling and includes but is not limited to dual occupancy housing and triple occupancy housing;
- (f) "outbuilding" means a shed, garage or similar structure which is ancillary to the permitted use of the parcel as specified in Clause 3(b) of this lease;
- (g) "premises" means the leased land and any building or other improvements on the parcel of leased land;
- (h) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and

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(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 leased land and the building and other improvements including any unit subsidiaries constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit;
- (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.

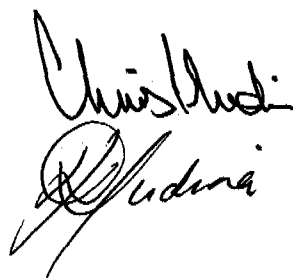
6. Each Lessee of each of the Units Nos. 1 – 6 inclusive acknowledges that the building erected on the parcel of land defined as Block 12 Section 10 Division of DICKSON on Deposited Plan Number 742 in the Registrar-General's Office at Canberra in the Australian Capital Territory shall be used for the purpose of a single dwelling or multi-unit housing of not more than six (6) dwellings in total.

DATED the.....Third..... day of.....November..... 2010.



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

LESSEE: C.D.H. DEVELOPMENTS PTY LIMITED A.C.N. 060 104 387



DIRECTOR OF CDH DEVELOPMENTS
DIRECTOR

FORM 5

Revised 1/7/03

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 3545

Block 12 Section 10 Division of DICKSON

**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 fourteenth day of January Two Thousand and fifty eight.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Owners – Units Plan No. 3545 (“the Owners Corporation”) covenants with the Planning and Land Authority (“the Authority”) on behalf of the Commonwealth of Australia (“the Commonwealth”) as follows:
 - (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
 - (b) to use the common property for some or all of the following uses; carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other use approved by the Owners Corporation **PROVIDED THAT** these uses are consistent with the permitted purposes of the units;
 - (c) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Authority;
 - (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;

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



(j) all minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory;

(k) that:

(i) the Authority, on behalf of the Commonwealth, grants over that part of the land identified as a drainage easement on the Deposited Plan an easement ("Easement") in favour of the Territory and its successors;

(collectively or separately referred to as the "service provider")

(ii) the service provider may:

(A) provide, maintain and replace services supplied by that service provider through the land within the site of the Easement; and

(B) do anything reasonably necessary for that purpose, including without limitation:

(1) entering or passing through the land;

(2) taking anything on to the land; and

(3) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;

(iii) in exercising the powers in Clause 3(k)(ii), the service provider must take all reasonable steps to:

(A) ensure that the work carried out on the land causes as little disruption, inconvenience and damage as is practicable; and

(B) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;

(iv) Clause 3(k)(iii)(B), does not require the service provider to restore:

(A) the land to a condition that would result in:

(1) an interference with:

(i) any service on or through the land; or

(ii) access to any service on or through the land;
or

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(2) a contravention of a law of the Territory; or

(B) any building or structure placed or constructed on any part of the land comprising the Easement;

- (v) the Owners Corporation must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the land comprising the Easement;
- (vi) for the purposes of the Easement, "services" includes, without limitation, drainage of water and stormwater; and
- (vii) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law;

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

- (a) the Owners Corporation paying the rent and all moneys due and observing and performing the covenants and stipulations on the part of the Owners Corporation to be observed and performed shall quietly enjoy the premises without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority;
- (b) that if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;
- (c) that any extension of the term of all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
- (d) any and every right power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Land Act 2002.

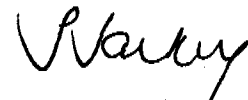
5. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on or under the leased land;
- (c) "owners corporation" means the body corporate under the name of 'The Owners – Units Plan No. 3545';
- (d) "premises" means the leased land and any building or other improvements on the parcel of leased land;
- (e) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (f) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (g) "unit" means the leased land and the building and other improvements constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit;
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- (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.

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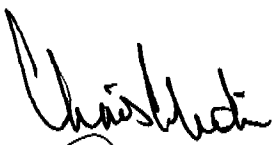
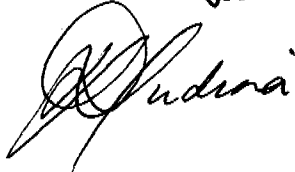
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DATED the.....Third..... day of.....November..... 2010.



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

LESSEE: C.D.H. DEVELOPMENTS PTY LIMITED A.C.N. 060 104 387

 DIRECTOR OF CDH DEVELOPMENTS.
 DIRECTOR



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	6	Block	12	Section	10	Suburb	DICKSON
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Leased by the Australian Capital Territory on behalf of the Commonwealth under the Land (Planning and Environment) Act 1991, Planning & Development Act 2007 and Planning Act 2023.

No **Yes**

1. Have any notices been issued relating to the Crown Lease? (X) ()
2. Is the Lessor aware of any notice of a breach of the Crown Lease? (X) ()
3. Has a Certificate of Compliance been issued? (N/A ex-Government House) ☐ () (X)
Certificate Number: 68005 Dated: 29-OCT-10
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 : InfoTrack, InfoTrack
E-mail Address : actenquiries@infotrack.com.au
Client Reference : 20260458 - 199586903

Date: 06-JUL-26 09:22:19



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

06-JUL-2026 09:22

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 3

INFORMATION ABOUT THE PROPERTY

DICKSON Section 10/Block 12/Unit 6

Building Class: A

Area(m2): 746.0
Unimproved Value: \$1,350,000
Year: 2025
Subdivision Status: Application received under the Unit Titles Act.
Heritage Status: Nil.

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

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA200813394 **Lodged** 24-NOV-08 **Type** See Subclass

-- Application Details -----

Description

MULTI DWELLING-LEASE VARIATION-DEMOLITION-6 UNITS. Demolition of existing dwelling and construction of 6 two-storey residential units including basement carparking. Vary the Crown lease to specify 6 dwellings.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	10	12-12	

-- Involved Parties -----

Role	Name
Representor	Gerlinde Sullivan
Applicant	David Shearer
Lessee	Devpro Nominees
Representor	Raelene Woods
Representor	Renzo Gobbin
Representor	Kam Lai
Representor	Beverley Crawford
Representor	Terry Smith
Representor	K & G Mcleod
Representor	Hamish Cameron
Representor	Steve Tamvakis

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

06-JUL-2026 09:22

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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

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

Sect	Blk	DA No.	Description	Overlay Policy	Status
4	19	202544824	PLANNING ACT 2023 - PROPOSAL FOApproval Conditional MULTI-UNIT DEVELOPMENT AND LEASE VARIATION - Demolition of the existing dwelling and structures, tree removal, construction of a two-storey building comprising of 6 dwellings, basement car parking, new driveway verge crossing, landscaping, services and associated works. Lease Variation to remove dwelling restriction.		26-MAR-26

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

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

ACT Government records indicate that a form of asbestos is or has been present on this land. For further information please refer to the Building Conveyancing Report, or contact a licensed Asbestos Assessor for an independent report in relation to the presence of loose-fill asbestos insulation (and other forms of asbestos e.g. bonded asbestos).

CAT CONTAINMENT AREAS



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

06-JUL-2026 09:22

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 3

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 SALE CERTIFICATE

Section 119 (1) (a)

The Owners - Units Plan No. 3545

Unit No: 6 Lot No: 6

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

Entitlements

Unit Entitlement: **174**
Total Building Entitlements: **1,000**

Managing Agent

Name and address of manager (if any) appointed under Section 50 is: **LMM Solutions Pty Ltd
12/92 Hoskins Street
MITCHELL ACT 2911**

Contact Phone Number: **02 5110 3200**

Corporation's records can be inspected at

Address: **LMM Solutions Pty Ltd
12/92 Hoskins Street
MITCHELL ACT 2911**

Contact Phone Number: **02 5110 3200**

Members of Corporation's executive committee

Office	Name	Address
Chairperson	Tia Veronique Rappel	4/105 Dooring Street DICKSON ACT 2602
Secretary	Matilda Elizabeth Mary Stevenson	1/105 Dooring Street DICKSON ACT 2602
Treasurer	Ms Caitrin Louise Ryan	70 Wondella Boulevard SALE VIC 3850
Committee	Joanna Michelle Kolodziej	2/105 Dooring Street DICKSON ACT 2602
	Ms Marion Lynch	PO Box 1511 GOULBURN NSW 2580
	Mr Daniel Burlutsky	6/105 Dooring Street DICKSON ACT 2602
	Alexander James Aird	4/105 Dooring Street DICKSON ACT 2602

UNIT TITLE SALE CERTIFICATE**Section 119 (1) (a)****Units Plan No. 3545 - Unit 6****Funds Details****Contributions payable to Administration Fund:**Total amount last determined with respect of the unit **\$4,263.00**Number of instalments payable **4****Instalment Details:-**

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/01/26 to 31/03/26	1,065.75	15/03/26	08/04/26	0.00	15/03/26
01/04/26 to 30/06/26	1,065.75	01/06/26	01/07/26	0.00	01/06/26
01/07/26 to 30/09/26	1,065.75	01/09/26		0.00	01/09/26
01/10/26 to 31/12/26	1,065.75	01/12/26		0.00	01/12/26

Amount (if any) outstanding (credit shown with -) **Nil**Paid to **30/06/26****Special contributions payable to Administration Fund:**

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By
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Amount (if any) outstanding (credit shown with -) **Nil****Contributions payable to Sinking Fund:**Total amount last determined with respect of the unit **\$1,786.64**Number of instalments payable **4****Instalment Details:-**

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/01/26 to 31/03/26	446.66	15/03/26	08/04/26	0.00	15/03/26
01/04/26 to 30/06/26	446.66	01/06/26	01/07/26	0.00	01/06/26
01/07/26 to 30/09/26	446.66	01/09/26		0.00	01/09/26
01/10/26 to 31/12/26	446.66	01/12/26		0.00	01/12/26

Amount (if any) outstanding (credit shown with -) **Nil**Paid to **30/06/26****Special contributions payable to Sinking Fund:**

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By
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Amount (if any) outstanding (credit shown with -) **Nil****Other Levies**

Purpose	Period	Amount	Due Date	Date Paid	Discount	If Paid By
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Amount (if any) outstanding (credit shown with -) **Nil**

UNIT TITLE SALE CERTIFICATE**Section 119 (1) (a)****Units Plan No. 3545 - Unit 6**

Other amounts owing

Rate of interest payable **10.00** per cent
Purpose FundInterest Owing **\$12.84**
Due Date Amount Due

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

Nil

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

\$12.84**Insurance Policies**

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Due Date	Date when last premium paid	Amount of last premium
BUILDING GIO	HGS025214749	2,814,300.00	07/09/26	29/08/25	4,821.20
LOSS OF RENT GIO	HGS025214749		07/09/26	29/08/25	
CATASTROPHE GIO	HGS025214749		07/09/26	29/08/25	
PUBLIC LIABILITY GIO	HGS025214749	20,000,000.00	07/09/26	29/08/25	4,821.20
FIDELITY GUARANTEE GIO	HGS025214749		07/09/26	29/08/25	
OFFICE BEARERS GIO	HGS025214749		07/09/26	29/08/25	
VOLUNTARY WORKERS GIO	HGS025214749		07/09/26	29/08/25	
GOVT AUDIT COSTS GIO	HGS025214749		07/09/26	29/08/25	
LEGAL EXPENSES GIO	HGS025214749		07/09/26	29/08/25	
WORKPLACE H&S GIO	HGS025214749		07/09/26	29/08/25	
MACHINERY BREAKDOWN GIO	HGS025214749		07/09/26	29/08/25	
LOT OWNERS IMPROVE GIO	HGS025214749		07/09/26	29/08/25	
WORKERS COMPENSATION GIO	HGS025214749		07/09/26	29/08/25	

Fund Balances

Balances as at: 06 July 2026

Administrative Fund 6,615.01

Sinking Fund 55,303.33

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 3545 - Unit 6

Developer Control Period

Developer Control Period Expiry Date: 11 November 2010

Borrowed Money

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

NIL

Sustainability Infrastructure

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

NONE

Crown Lease Extension Application

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

NOT APPLICABLE

Ongoing Development Approval

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

NONE

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 3545 - Unit 6

Embedded Network

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

(i) Which utility service the embedded network applies to

None

(ii) The name of the embedded network provider

Not Applicable

This certificate has been prepared by LMM Solutions pursuant to delegated management authority granted by the Owners Corporation. The information contained herein is accurate and complete to the best of our knowledge as at the date specified below.

Dated at Canberra the **06 July 2026**

CONTRACTS REGISTER

Units Plan No. 3545

Contractor Name & Address	Details of Duties	Delegated Powers	Basis of Remuneration	Commencement Date	Term of Contract	Options	Copy of Agreement on File	Workers Comp No	Termination Date	Name of Financier	Date of Advice from Financier	Withdrawal
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LMM Solutions

Monthly in Advance01/02/2536 MonthsY

O'Neill & Brown Fire Services

Half-Yearly10/12/2536 Months



Enquiries: 13 10 10
Claims: 13 14 46 (24/7 for new claims)
gio.com.au

Certificate of Insurance

Please read the information on your Certificate of Insurance carefully.

Please also check the amount of cover meets your needs.

If any of the information below is incorrect or incomplete, please contact us on 13 10 10.

Insured: Owners Corporation Plan 3545

Type of cover: Strata Insurance



Policy number

HGS025214749

Insured address

1-6 105 DOORING ST, DICKSON ACT 2602

Building sum insured

\$2,814,300

Legal Liability

up to \$20 million

Period of insurance

From 7 September 2025 until 11:59pm 7 September 2026

Excess details

You may be able to reduce your premium if you choose a higher standard excess.

Building standard excess

\$1,000

You will have to pay the following excesses in addition if they apply in the circumstances of your claim

Water damage excess	\$200
Theft or burglary by lot occupiers or their guests excess	\$500
Malicious acts and vandalism by lot occupiers or their guests excess	\$500
Unoccupied excess	\$1,000



What you have told us

This document sets out the information that we have relied on to decide if we can insure you and on what terms. We may give you a copy of the information you have previously told us. If any of this information has changed, or is incorrect, please contact us.

You have told us the following about the insured address

- It is a unit block
- It has a mix of owner occupied & tenanted units
- There is no business activity operating at or from the insured address
- The insured address is well maintained and in good condition. This includes, but is not limited to, there are: no leaks, holes, damage, rust, or wood rot in the roof, gutters, windows, walls, floors, fences, or anywhere else; no damage to foundations, walls, steps, flooring, ceilings, gates, and fences and is structurally sound; no damage from or infestation of termites, ants, vermin, or other pests; no broken, missing glass or boarded-up windows. Refer to the PDS for further details.
- It is not undergoing any renovations

You have told us the following about the construction of the building

- It is a double level with 6 units, concrete walls, steel/colorbond roof, cement floors, built in 2010
- The building does not have a lift and does not have a swimming pool/spa
- The building does not have recreational areas
- The building has balconies

You have told us the following about the security of the insured address

- There is no additional door or building security
- It has no monitored smoke detectors

Insurance history

You have told us that in the past 3 years:

- You or anyone to be insured under this policy have NOT had an insurer decline or cancel a policy, impose specific conditions on a policy, or refuse a claim
 - You and anyone to be insured have had the following claim/s or losses:
 - 2014 - impact (e.g. falling tree, space debris or vehicle)
- You or anyone to be insured under this policy have had no other insurance claims for loss or damage relating to strata insurance

If any of the above information is incorrect, please contact us.

When you must contact us

It is important that you check the information provided on your Certificate of Insurance. If any details are incorrect or have changed, you should contact us to update your details.

Also, when you hold a policy with us, there are other circumstances you need to tell us about during the period of insurance. These circumstances are set out in the 'When you must contact us' section of your PDS. If you don't contact us when you should, we may either refuse or reduce payment of a claim. It may also lead us to cancel your policy.

Privacy

We appreciate privacy is important to you. GIO is committed to protecting your personal information. For further information, please refer to our customer privacy statement by visiting www.gio.com.au/privacy or call us on 13 10 10.



Enquiries: 13 10 10
Claims: 13 14 46 (24/7 for new claims)
gio.com.au

For complaints concerning GIO products or services, you can phone us on 1300 264 094; write to us at: GIO Customer Relations Team, PO Box 14180, Melbourne City Mail Centre VIC 8001; or email us on idr@gio.com.au. You may have spoken about your policy with a Distributor providing financial services appointed under AFSL 230859 and representing AAI Limited ABN 48 005 297 807 trading as GIO (AAI). Distributors include EXL Service Philippines Inc. and/or WNS Global Services Philippines Inc. and their staff. AAI remunerates corporate distributors on a fee for service basis while their staff receive a salary comprising commission where they meet sales, risk, quality and behavioural targets.



Strata Management

For the client experience you deserve!

PO Box 884
Gungahlin ACT 2912

P 02 5110 3200
E enquiries@LMMsolutions.com.au

11 February 2025

To all Owners
UP3545 – One-O-Five
105 Dooring Street
DICKSON ACT 2602

Dear Owner

UP3545 - ONE-O-FIVE
Minutes of Annual General Meeting 2025

Further to the recent Annual General Meeting for your development, please find enclosed the Minutes of that meeting.

If you have any queries or require clarification of items contained in the Minutes, please feel free to contact me.

Yours faithfully

Michael Cassidy
Strata Manager

LMM Solutions Pty Ltd

P 02 5110 3200
E MichaelC@LMMsolutions.com.au

MINUTES OF ANNUAL GENERAL MEETING 2025

UNITS PLAN 3545 - ONE-O-FIVE

105 DOORING STREET, DICKSON

Held: Tuesday, 28 January 2025 at 5.30 pm.

Location: Teleconference.

Present online: Ms M Stevenson (Unit 1), Ms C L Ryan & Mr T M Stephens (Unit 3), Mr A Aird & Ms T Rappel (Unit 4), Ms M Lynch (Unit 5), Mr D Burlutsky and Mr M Cassidy representing LMM Solutions Pty Ltd.

Chair: Ms M Lynch was elected chairperson for the meeting.

Quorum: A standard quorum was present and the meeting proceeded.

OVERVIEW OF REQUIRED AGENDA ITEMS

MOTION 1: It was resolved that the Owners Corporation of UP3545 confirm that they have reviewed each of the tabled items (as per Notice). **CARRIED**

MINUTES

MOTION 2: It was resolved that the Minutes of the previous Annual General Meeting be confirmed as a true and accurate record of the proceedings of the meeting. **CARRIED**

Matters arising from Minutes

None.

INSURANCE

Those present agreed that the current cover appeared adequate at this time.

Secretarial Note: Ms M Lynch, who is the elected member of the Owners Corporation who provides the renewal information for the insurance policy to all Owners stated that she has no affiliation to GIO Insurance but, does work in the insurance industry.

ACCEPTANCE OF FINANCIAL STATEMENTS

MOTION 3: It was resolved that the Owners Corporation of UP3545 accept the financial statements as presented. **CARRIED**

Secretarial Note: Owners queried the presented financials as part of the cleaning account code, LMM brought this to the attention of the routine contractor, Superior Sparkles Cleaning – who confirmed they had over-invoiced and would need to have the amount refunded to the Owners Corporation account, no periods of invoicing were confirmed to have been missed.

BUDGET DEBATE

Administrative Fund

MOTION 4: It was resolved that the proposed Administrative Fund contribution of \$22,600.00 and expenditure amount of \$22,570.00 be adopted. **CARRIED**

Sinking Fund

MOTION 5a: That the proposed Sinking Fund contribution of \$8,951.00 and expenditure amount of \$16,910.00 be adopted. **LAPSED**

Sinking Fund

MOTION 5b: That the proposed Sinking Fund contribution of \$7,000.00 and expenditure amount of \$16,910.00 be adopted. **CARRIED**

Secretarial Note: Owners present agreed to amend the sinking fund contribution to the same as the previous financial year to alleviate the rise in the fees as much as possible.

Administrative and Sinking Fund Levy Contribution

MOTION 6: It was resolved that the Owners Corporation determine a levy equal to the approved budget for the twelve-month period, commencing 1 January 2025, and to be contributed in accordance with the unit entitlements with the instalment due dates to be:

	Payment periods		Payment due dates
	FROM	TO	
Levy 1	1 January 2025	31 March 2025	1 March 2025
Levy 2	1 April 2025	30 June 2025	1 June 2025
Levy 3	1 July 2025	30 September 2025	1 September 2025
Levy 4	1 October 2025	31 December 2025	1 December 2025

CARRIED

STRATA MANAGEMENT AGENCY AGREEMENT

MOTION 7: That the Owners Corporation enter into the following arrangements:

- That LMM Solutions Pty Ltd ATF The LMM Solutions Trust be appointed as Manager, for a period of three (3) years;
- The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act);
- The Owners Corporation execute a written agreement to give effect to this appointment and delegation;
- The delegation is subject to the conditions and limitations set out in the Agreement;
- Authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting; and
- Empower two members of the Executive Committee as authorised signatories on behalf of the Owners Corporation to sign the Management Agreement with LMM Solutions Pty Ltd.

LAPSED

Secretarial Note: Owners present agreed to discuss the management agreement with LMM after the meeting to discuss the fees presented, further discussion and approval to be requested from the incoming committee once the discussion has been had.

ELECTION OF COMMITTEE

MOTION 8: It was resolved that the Owners Corporation of UP3545 nominates for 6 positions to form the Executive Committee until the next Annual General Meeting and confirms the election of the legislated positions. **CARRIED**

The following owners were elected to stand as Executive Committee Members until the next Annual General Meeting (a short meeting was convened at the conclusion of the AGM and the Executive Committee positions were appointed):

Chair -	Ms T Rappel	Member -	Ms M Stevenson
Secretary -	Ms C L Ryan	Member -	Ms J Kolodziej
Treasurer -	Ms M Lynch	Member -	Mr D Burlutsky

GENERAL BUSINESS

External Cleaning

Quotes for the external cleaning of all units will be sourced and presented to the committee for approval to be undertaken.

Basement Fan – Maritex

Maritex who attended to the basement power issue last year, have identified the basement exhaust fan as defective, the quote to replaced has been provided to the committee, Maritex also confirmed the replacement is still their recommendation and the most cost-effective option has already been provided.

Owners present requested more information as to the issue with the fault is provided to the committee so they can better understand what they are expending.

Bulky Waste Collection

A bulky waste collection is to be requested by a member of the committee, information as to when the date of collection is and location for items will be provided to LMM to distribute out to all.

Plumbing Contractor

Recent concerns with the plumbing work being done on the irrigation system has been discussed with the agreed way forward that Level Plumbing will no longer be used as a recommended contractor for the development and future work will be tendered out to other companies moving forward.

Gate Repair

The recent repair to the gate that was done last year has unfortunately not lasted, a hinge has broken off the gate as reported by an owner – The attending contractor will be requested to return and rectify the issue.

Tree Removal

A tree inspection of all relevant trees around the development will be sourced and options provided to the committee for their direction on the next steps once professional advice is provided.

With no further business, the meeting closed at 6.30 pm.



For the client experience you deserve!

LMM Solutions Pty Ltd Licensed Agent No 18402031
ACN 309 866 588 T/A ABN 38 509 624 936

PO Box 884
GUNGALIN ACT 2912

P 02 5110 3200
E enquiries@LMMsolutions.com.au

Units Plan No. 3545

PROPOSED ANNUAL BUDGET

		ACTUAL 01/01/24-31/12/24	BUDGET 01/01/24-31/12/24	BUDGET 01/01/25-31/12/25
100	<u>ADMINISTRATIVE FUND</u>			
1000	<u>INCOME</u>			
101	Levies - Administrative Fund	19,000.00	19,000.00	22,600.00
1095	Interest On Overdue Levies	28.30	0.00	0.00
1191	<u>TOTAL ADMIN. FUND INCOME</u>	19,028.30	19,000.00	22,600.00
120	<u>EXPENDITURE - ADMIN. FUND</u>			
12115	Accounting - Tax Returns	250.00	250.00	250.00
12725	Bank Charges - Stratapay Fees	23.75	20.00	20.00
13105	Cleaning	1,853.85	2,400.00	2,250.00
13605	Fire Protection Contract	374.00	200.00	400.00
13615	Fire Prcn-Repairs & Servicing	0.00	200.00	0.00
13905	Garden & Grounds	3,540.00	3,600.00	3,600.00
14305	Insurance - Excess	0.00	0.00	1,000.00
14310	Insurance - Premium	4,788.67	4,431.60	5,800.00
15005	Management Fees	2,642.80	2,653.39	3,000.00
15950	Plumbing & Drainage - Ppm	2,612.46	2,300.00	2,300.00
16200	Reports	462.00	0.00	0.00
17005	Utilities - Electricity	553.90	650.00	650.00
17030	Utilities - Water & Sewerage	1,342.45	1,250.00	1,500.00
18050	R&M - Electrical	242.00	0.00	0.00
18090	R&M - General	0.00	1,000.00	1,800.00
18130	R&M - Plumbing & Drainage	841.51	0.00	0.00
189	<u>TOTAL ADMIN. EXPENDITURE</u>	19,527.39	18,954.99	22,570.00
190	<u>SURPLUS / DEFICIT</u>	\$ (499.09)	\$ 45.01	\$ 30.00
195	Opening Admin. Balance	1,515.81	1,515.81	1,016.72
199	<u>ADMINISTRATIVE FUND BALANCE</u>	\$ 1,016.72	\$ 1,560.82	\$ 1,046.72
100A	NUMBER OF UNITS OF ENTITLEMENT:		1,000	1,000
100B	AMOUNT PER UNIT OF ENTITLEMENT:	\$	19.0000	\$ 22.6000



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Units Plan No. 3545

PROPOSED ANNUAL BUDGET

		ACTUAL 01/01/24-31/12/24	BUDGET 01/01/24-31/12/24	BUDGET 01/01/25-31/12/25
200	<u>SINKING FUND</u>			
2000	<u>INCOME</u>			
201	Levies - Sinking Fund	5,000.00	5,000.00	7,000.00
2191	<u>TOTAL SINKING FUND INCOME</u>	5,000.00	5,000.00	7,000.00
220	<u>EXPENDITURE - SINKING FUND</u>			
23600	Sf - Fire Upgrades	0.00	0.00	1,019.00
23880	Sf - Garage	0.00	4,366.00	11,027.00
24005	Sf - General Replacements	0.00	776.00	662.00
24006	Sf - General Upgrades	577.50	0.00	0.00
24300	Sf - Intercom	0.00	0.00	4,202.00
24360	Sf - Lighting	0.00	352.00	0.00
289	<u>TOTAL SINK. FUND EXPENDITURE</u>	577.50	5,494.00	16,910.00
290	<u>SURPLUS / DEFICIT</u>	<u>\$ 4,422.50</u>	<u>\$ (494.00)</u>	<u>\$ (9,910.00)</u>
295	Opening Sinking Fund Balance	49,914.76	49,914.76	54,337.26
299	<u>SINKING FUND BALANCE</u>	<u>\$ 54,337.26</u>	<u>\$ 49,420.76</u>	<u>\$ 44,427.26</u>
200A	NUMBER OF UNITS OF ENTITLEMENT:		1,000	1,000
200B	AMOUNT PER UNIT OF ENTITLEMENT:	\$	5.0000 \$	7.0000



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P 02 5110 3200
E enquiries@LMMsolutions.com.au

Units Plan No. 3545

LOT BUDGET SUMMARY

31/12/2025

If the foregoing budget is adopted levies (including GST) for the specified period payable quarterly will be as follows:

Lot No	Unit No	Entitlement	Administrative Fund			Sinking Fund			Net Total
			Gross	Discount	Net	Gross	Discount	Net	
1	1	174	983.10	0.00	983.10	304.50	0.00	304.50	1,287.60
2	2	152	858.80	0.00	858.80	266.00	0.00	266.00	1,124.80
3	3	174	983.10	0.00	983.10	304.50	0.00	304.50	1,287.60
4	4	174	983.10	0.00	983.10	304.50	0.00	304.50	1,287.60
5	5	152	858.80	0.00	858.80	266.00	0.00	266.00	1,124.80
6	6	174	983.10	0.00	983.10	304.50	0.00	304.50	1,287.60
Total			\$5,650.00	\$0.00	\$5,650.00	\$1,750.00	\$0.00	\$1,750.00	\$7,400.00

Totals: \$5,650.00 \$0.00 \$5,650.00 \$1,750.00 \$0.00 \$1,750.00 \$7,400.00



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P 02 5110 3200
E enquiries@LMMsolutions.com.au

26 February 2026

To all Owners
UP3545 – One-O-Five
105 Dooring Street
DICKSON ACT 2602

Dear Owner

UP3545 - ONE-O-FIVE
Minutes of Annual General Meeting 2026

Further to the recent Annual General Meeting for your development, please find enclosed the Minutes of that meeting.

If you have any queries or require clarification of items contained in the Minutes, please feel free to contact me.

Yours faithfully

Amy Tetley
Senior Strata Manager | General Manager
Certificate IV in Strata Community Management

LMM Solutions Pty Ltd

P 02 5110 3200
E Amy@LMMsolutions.com.au

MINUTES OF ANNUAL GENERAL MEETING 2026

UNITS PLAN 3545 - ONE-O-FIVE

105 DOORING STREET, DICKSON

- Held:** Tuesday, 17 February 2026 at 6.00pm.
- Location:** via Teleconference.
- Present:** M Stevenson (Unit 1), Ms C Ryan (Unit 3), T Rappel (Unit 4) and Mr D Burlutsky (Unit 6).
Ms A Tetley representing LMM Solutions Pty Ltd.
- Proxies:** None.
- Absentees:** None.
- Apologies:** Ms M Lynch (Unit 5).
- Chair:** T Rappel was elected chairperson for the meeting.
Owners present agreed that the Manager conduct the formalities for the meeting and draft the Minutes for the consideration of the appointed Executive Committee.
- Quorum:** A standard quorum was present, and the meeting proceeded.

OVERVIEW OF REQUIRED AGENDA ITEMS

- MOTION 1:** It was resolved that the Owners Corporation of UP3545 confirm that they have reviewed each of the tabled items (as per Notice). **CARRIED**

MINUTES

- MOTION 2:** It was resolved that the Minutes of the previous Annual General Meeting be confirmed as a true and accurate record of the proceedings of the meeting. **CARRIED**

Matters arising from Minutes

Amendment to the General Business item *external cleaning* - this should have referred to the external *painting* of the complex.

- MOTION 3:** It was resolved that the Minutes of the previous General Meeting (dated 8 May 2025) be confirmed as a true and accurate record of the proceedings of the meetings. **CARRIED**

Matters arising from Minutes

None.

INSURANCE

Those present agreed that the current cover appeared adequate at this time.

ACCEPTANCE OF FINANCIAL STATEMENTS

MOTION 4: It was resolved that the Owners Corporation of UP3545 accept the financial statements as presented. **CARRIED**

Secretarial Note – Due to the current balance in the Sinking Fund, Owners would like to consider whether it is worthwhile investing a portion of the funds into a Term Deposit. The Manager is asked to provide the Committee with current interest rates so they can assess the potential return against the cost of completing a tax return.

If there is no financial benefit after accounting for tax return costs, Owners agree not to proceed with investing and to continue without completing an annual tax return.

MAINTENANCE PLAN/SCHEDULE

MOTION 5: It was resolved that the Owners Corporation of UP3545 obtain a Maintenance Plan and authorise the Executive Committee to make determinations in relation to the matters and contracts as specified. **CARRIED**

Matters arising from the building condition.

It was confirmed that the exterior painting project did not progress beyond the discussions held last year. Those present requested that this be revisited again this year. Quotes are to be obtained for further consideration and direction by all Owners.

BUDGET DEBATE

Administrative Fund

MOTION 6a: That the proposed Administrative Fund contribution of \$24,500.00 and expenditure amount of \$24,487.30 be adopted. **LAPSED**

MOTION 6b: It was resolved that the proposed Administrative Fund contribution of \$24,500.00 and expenditure amount of \$22,487.30 be adopted. **CARRIED**

Secretarial Note – The Manager included a proposed expenditure to install Emergency Evacuation Plans after noting that, although this was approved at the 2024 AGM, none had been installed. Those present advised that it had previously been discussed with the former Manager, Mr M Cassidy, that further investigation showed the complex did not meet the requirements for these plans.

It was agreed that the Manager will confirm the information previously provided and, if the plans are in fact required, the matter will be considered at the next AGM.

In the interim, it was agreed to remove the expenditure line item; however, the proposed contribution will remain in place to continue building additional surplus in the fund.

Sinking Fund

MOTION 7: It was resolved that the proposed Sinking Fund contribution of \$10,268.00 and expenditure amount of \$4,599.00 be adopted. **CARRIED**

Administrative and Sinking Fund Levy Contribution

MOTION 8: It was resolved that the Owners Corporation determine a levy equal to the approved budget for the twelve-month period, commencing 1 January 2026, and to be contributed in accordance with the unit entitlements with the instalment due dates to be:

	Payment periods		Payment due dates
	FROM	TO	
Levy 1	1 January 2026	31 March 2026	15 March 2026
Levy 2	1 April 2026	30 June 2026	1 June 2026
Levy 3	1 July 2026	30 September 2026	1 September 2026
Levy 4	1 October 2026	31 December 2026	1 December 2026

CARRIED

Important information: Owners are reminded that the approved budget motions and above levy due dates support the notice of contributions as legislated. The obligation of payment to your Owners Corporation falls to each Owner to know when their levies are due, and to pay on time to avoid interest and late fees.

ELECTION OF COMMITTEE

MOTION 9: It was resolved that all Owners of UP3545 are elected to form the Executive Committee until the next Annual General Meeting. **CARRIED**

A short meeting was convened at the conclusion of the meeting and the Executive Committee positions were appointed:

Chair - T Rappel
Secretary - M Stevenson
Treasurer - Ms C Ryan

It was resolved that the Executive Committee agrees to delegate the role of Secretary and Treasurer to the Manager [*refer signed Strata Management Agreement – "Appointment and Delegation of the Agent"*].

GENERAL BUSINESS

Basement Leak

A recent leak occurred in the basement, requiring attendance from both the plumbers and the cleaners, it ended up being an icon water issue and was promptly rectified by icon water.

A query was raised regarding whether the pump in the basement had been turned off during the plumbers' attendance. The Manager will confirm this with the plumbers and, in the interim, has asked T. Rappel to inspect the pump and provide a photo.

Additionally, confirmation is required as to whether the cleaners attended and completed the clean-up, as no update has been provided.

The Manager will follow up on both matters and report back to the Committee.

Gate Repair

Those present requested an update on the gate repairs. The Manager will ask the direct Manager, Ms G Newhouse, to provide an update to the Committee following the meeting.

Picnic Table

To create a friendly and inviting area for residents, T. Rappel suggested that the Owners Corporation purchase and install a table-and-chairs setting in the rear yard for residents to enjoy.

Those present agreed with the suggestion. T. Rappel will email the Manager with proposed options for circulation to all Owners for consideration and direction.

Gardening Upgrades

The gardeners have previously recommended mulching areas of the common property gardens to give them a lift. Those present agreed that if the gardens are to be improved, a broader plan should be considered to upgrade the entire garden areas.

It was agreed to focus on the painting project this year, and for Owners to return with ideas for the gardens at the next AGM.

With no further business, the meeting closed at 6.46 pm.



For the client experience you deserve!

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ACN 309 866 588 T/A ABN 38 509 624 936

PO Box 884
GUNGAHLIN ACT 2912
P 02 5110 3200
E enquiries@LMMsolutions.com.au

Units Plan No. 3545

PROPOSED ANNUAL BUDGET

	ACTUAL 01/01/25-31/12/25	BUDGET 01/01/25-31/12/25	BUDGET 01/01/26-31/12/26
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies - Administrative Fund	22,600.00	22,600.00	24,500.00
Interest On Overdue Levies	10.93	0.00	0.00
<u>TOTAL ADMIN. FUND INCOME</u>	22,610.93	22,600.00	24,500.00
<u>EXPENDITURE - ADMIN. FUND</u>			
Accounting - Tax Returns	0.00	250.00	330.00
Bank Charges - Stratapay Fees	23.75	20.00	25.00
Cleaning	2,776.63	2,250.00	2,500.00
Cleaning - Building External	294.45	0.00	350.00
Fire Protection Contract	396.00	400.00	533.50
Garden & Grounds	3,540.00	3,600.00	3,600.00
Insurance - Excess	0.00	1,000.00	1,000.00
Insurance - Premium	4,821.20	5,800.00	5,700.00
Maintenance Plans	0.00	0.00	476.00
Management Fees	2,971.11	3,000.00	3,150.00
Plumbing & Drainage - Ppm	2,266.00	2,300.00	1,592.80
Utilities - Electricity	575.29	650.00	630.00
Utilities - Water & Sewerage	1,464.10	1,500.00	1,600.00
R&M - Electrical	445.50	0.00	0.00
R&M - General	0.00	1,800.00	1,000.00
R&M - Locks & Access	198.00	0.00	0.00
R&M - Plumbing & Drainage	1,530.47	0.00	0.00
<u>TOTAL ADMIN. EXPENDITURE</u>	21,302.50	22,570.00	22,487.30
<u>SURPLUS / DEFICIT</u>	\$ 1,308.43	\$ 30.00	\$ 2,012.70
Opening Admin. Balance	1,016.72	1,016.72	2,325.15
<u>ADMINISTRATIVE FUND BALANCE</u>	\$ 2,325.15	\$ 1,046.72	\$ 4,337.85
NUMBER OF UNITS OF ENTITLEMENT:		1,000	1,000
AMOUNT PER UNIT OF ENTITLEMENT:	\$	22.6000	\$ 24.5000



For the client experience you deserve!

LMM Solutions Pty Ltd Licensed Agent No 18402031
ACN 309 866 588 T/A ABN 38 509 624 936

PO Box 884
GUNGAHLIN ACT 2912
P 02 5110 3200
E enquiries@LMMsolutions.com.au

Units Plan No. 3545

PROPOSED ANNUAL BUDGET

	ACTUAL 01/01/25-31/12/25	BUDGET 01/01/25-31/12/25	BUDGET 01/01/26-31/12/26
<u>SINKING FUND</u>			
<u>INCOME</u>			
Levies - Sinking Fund	7,000.00	7,000.00	10,268.00
<u>TOTAL SINKING FUND INCOME</u>	7,000.00	7,000.00	10,268.00
<u>EXPENDITURE - SINKING FUND</u>			
Sf - Equipment	7,018.00	0.00	0.00
Sf - Fire Upgrades	0.00	1,019.00	0.00
Sf - Garage	0.00	11,027.00	2,674.00
Sf - General Replacements	0.00	662.00	855.00
Sf - Intercom	0.00	4,202.00	0.00
Sf - Irrigation	0.00	0.00	1,070.00
Sf - Plumbing & Drainage	4,149.93	0.00	0.00
<u>TOTAL SINK. FUND EXPENDITURE</u>	11,167.93	16,910.00	4,599.00
<u>SURPLUS / DEFICIT</u>	\$ (4,167.93)	\$ (9,910.00)	\$ 5,669.00
Opening Sinking Fund Balance	54,337.26	54,337.26	50,169.33
<u>SINKING FUND BALANCE</u>	\$ 50,169.33	\$ 44,427.26	\$ 55,838.33
NUMBER OF UNITS OF ENTITLEMENT:		1,000	1,000
AMOUNT PER UNIT OF ENTITLEMENT:		\$ 7.0000	\$ 10.2680



For the client experience you deserve!

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ACN 309 866 588 T/A ABN 38 509 624 936

PO Box 884
GUNGAHLIN ACT 2912
P 02 5110 3200
E enquiries@LMMsolutions.com.au

Units Plan No. 3545

LOT BUDGET SUMMARY

31/12/2026

If the foregoing budget is adopted levies (including GST) for the specified period payable quarterly will be as follows:

		Administrative Fund		Sinking Fund	
<u>Lot No</u>	<u>Unit No</u>	<u>Entitlement</u>	<u>Net</u>	<u>Net</u>	<u>Net Total</u>
1	1	174	1,065.75	446.66	1,512.41
2	2	152	931.00	390.18	1,321.18
3	3	174	1,065.75	446.66	1,512.41
4	4	174	1,065.75	446.66	1,512.41
5	5	152	931.00	390.18	1,321.18
6	6	174	1,065.75	446.66	1,512.41
Total			\$6,125.00	\$2,567.00	\$8,692.00



Strata Management
For the client experience you deserve!

PO Box 884
Gungahlin ACT 2912

P 02 5110 3200
E enquiries@LMMsolutions.com.au

8 May 2025

To all Owners
UP3545 – One-O-Five
105 Dooring Street
DICKSON ACT 2602

Dear Owner

UP3545 - ONE-O-FIVE
Minutes of General Meeting – 8 May 2025

Further to the recent General Meeting for your development, please find enclosed the Minutes of that meeting.

If you have any queries or require clarification of items contained in the Minutes, please feel free to contact me.

Yours faithfully

Lauren Upton on behalf of

Michael Cassidy
Strata Manager

LMM Solutions Pty Ltd

P 02 5110 3200
E Michael@LMMsolutions.com.au

MINUTES OF GENERAL MEETING

UNITS PLAN 3545 - ONE-O-FIVE

105 DOORING STREET, DICKSON

- Held:** Thursday, 8 May 2025 at 5.30pm.
- Location:** Teleconference.
- Present** online: Ms M Stevenson (Unit 1) and Mr A Aird (Unit 4).
Mrs L Upton representing LMM Solutions Pty Ltd.
- Proxies:** None.
- Absentees:** None.
- Apologies:** None.
- Chair:** Ms M Stevenson was elected chairperson for the meeting.
Owners present agreed that the Manager conduct the formalities for the meeting and draft the Minutes for the consideration of the appointed Executive Committee.
- Quorum:** As a standard quorum was not present, the decisions taken at the Meeting were Reduced Quorum decisions in accordance with Schedule 3.9, Part 3.1, s.3.11 of the Unit Titles (Management) Act 2011.

OVERVIEW OF REQUIRED AGENDA ITEMS

- MOTION 1:** It was resolved that the Owners Corporation of UP3545 confirm that they have reviewed each of the tabled items (as per Notice). **CARRIED**

STRATA MANAGEMENT AGENCY AGREEMENT

- MOTION 2:** It was resolved that the Owners Corporation enter into the following arrangements:
- That LMM Solutions Pty Ltd ATF The LMM Solutions Trust be appointed as Manager, for a period of three (3) years;
 - The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act);
 - The Owners Corporation execute a written agreement to give effect to this appointment and delegation;
 - The delegation is subject to the conditions and limitations set out in the Agreement;
 - Authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting; and
 - Empower two members of the Executive Committee as authorised signatories on behalf of the Owners Corporation to sign the Management Agreement with LMM Solutions Pty Ltd.
- CARRIED**

Secretarial note - the Management Agreement was signed by two Committee members and by LMM Solutions as Managers. A copy of the signed Agreement will be uploaded to the Owners Portal and a copy will also be emailed to the Executive Committee for their records.

With no further business, the meeting closed at 6.12 pm.

Unit Titles (Management) Act 2011- Form 1
NOTICE OF REDUCED QUORUM DECISIONS

Part A - Details of reduced quorum decisions[†]

A1 - The Owners Units Plan No: 3545

A2 - General Meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on: Thursday, 8 May 2025.

Tick applicable box, or both boxes if applicable:

- ☒ Regularly convened - The general meeting was regularly convened (not following any adjournment under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).
- ☐ Convened after adjournment - The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

A3 - Reduced quorum decisions

If there is insufficient space here, tick ☒ and attach details to the notice
[Full text of reduced quorum decision is noted on the Minutes attached.]

Date of decision: Thursday, 8 May 2025.

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.

Seal affixed: Friday, 9 May 2025.

Signed:

Michelle

Title:

Strata Manager



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

NOTICE OF REDUCED QUORUM DECISIONS

Part B - General information

B1 - What is a reduced quorum decision?

- A reduced quorum 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).



Strata Management Agreement

Units Plan 3545 - One-O-Five

1 BETWEEN – Owners Corporation

The Owners - Units Plan No. 3545

Development Name: **One-O-Five [6 units]**

ABN No.: **78 770 696 600**

Address: **105 Dooring Street,
Dickson ACT 2602**

AND – Agent

LMM Solutions Pty Ltd ATF The LMM Solutions Trust

ACN No.: **609 866 588** Licence No. 18402031

Phone: 02 5110 3200

Address: PO Box 884, Gungahlin ACT 2912

Email: enquiries@LMMsolutions.com.au

Executed by

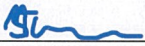
Owners Corporation - authorised in accordance with the
UTMA 2011[Div. 2.3, S.10]

Signed on behalf of UP3545 on 21 / 02 / 2025

Signature: 

Name: Alex Aird

Position: Committee member

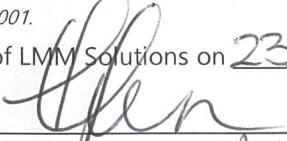
Signature: 

Name: Matilda Stevenson

Position: _____

Agent - executed in accordance with Section 126 and/or 127 of
the Corporations Act 2001.

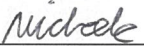
Signed on behalf of LMM Solutions on 23 / 4 / 25

Signature: 

Name: Lauren Upton

Position: Director

In the presence of (witnessed by):

Signature: 

Name: MICHAEL CASSIDY

Position: STRATA MANAGER

Particulars

1	Commencement date	1 February 2025		
2	Term	36 months from the Commencement date		
3	Review date	1 February 2028		
4	Management fee (inclusive of GST)	Year 1 – per annum \$3,000.00	Year 2 – per annum \$3,150.00	Year 3 – per annum \$3,307.50
5	Agreed services	Services set out in Schedule A, included in <i>Management Fee</i>		
6	Additional services	Services set out in Schedule B, subject to <i>Additional services fees</i>		
7	Additional services fees	Fees for <i>Additional services</i> , set out in Schedule C		
8	Payment terms & methods	Monthly in advance for <i>Agreed Services</i> . Within 14 days from invoice date for <i>Additional Services</i> .		
9	Accounting method	Monthly - Cash (accounts) and Accrual (Levies)		
10	Percentage increase	5%		
11	Limit of expenditure	Recurrent invoices only		
12	Units Plan	Means Units Plan 3545		

Service – the Owners Corporation acknowledges receipt of a copy of this Agreement
within 48 hours of execution by the Owners Corporation.

Signature: _____

Print name: _____



1 Warranties and Acknowledgement

- a. The *Owners Corporation* warrants that it has resolved and has authority to enter into the *Agreement*.
- b. The *Agent* warrants that the *Agent* holds a real estate agent's licence under the *Agents Act 2003 (ACT)* (Licence No. 18402031) and the licence will be maintained while the *Agreement* is in force.
- c. The *Agent* holds professional indemnity insurance for \$10 million.

2 Appointment and Delegation of the Agent

- a. The *Owners Corporation* appoints and delegates to the *Agent* and the *Agent* accepts:
 - i. functions as outlined under the *Management Act* (Part 3, Division 3.1, Section 16).
 - ii. the appointment to perform the *Agreed Services* and any *Additional Services* which may be agreed to by the *Agent* on the terms and conditions as set out in this *Agreement*.
- b. This is agreed for the *Term* of the *Agreement* and for any successive term as outlined in Clause 3.

3 Term of Appointment

- a. This *Agreement* will operate for the duration of the *Term* unless by agreement of both parties or until terminated in accordance with either Clause 8 or Clause 9.
- b. After expiry of the *Term*, this *Agreement* will continue on a month-to-month basis (under the same terms and conditions), for a maximum period of 12 months or until:
 - i. a new *Agreement* has been executed with the *Agent*; or
 - ii. this *Agreement* has been terminated by either party giving 28 days' written notice to the other party.
- c. *Management Fees* and *Additional Services fees* incurred after the expiry of the *Term* will continue to be subject to the percentage increase per annum.

4 Duties of the Agent

- a. The *Agent* will use all reasonable endeavours to perform the *Agreed Services* in a proper, professional and skilful manner. The *Agreed services* are included in the Management Fee.
- b. The *Agent* may, if requested by the *Owners Corporation*, agree to perform *Additional services* (described in *Schedule B*) for an additional fee as set out in *Schedule C* of this *Agreement*.
- c. In carrying out the *Agreed services* and, when requested, the *Additional services*, the *Agent* will comply with and carry out all reasonable and lawful directions of the *Owners Corporation*.
- d. The *Agent* must take out and maintain public liability insurance in respect of an act or omission of the *Agent* in the performance of the *Agreed services* and *Additional services* as set out in the Management Act.
- e. Comply with the duties of the *Agent* as defined in the *Management Act* (Division 4.2 Managers) and the Managers Code of Conduct as specified in *Management Act* (Schedule 1 Part 1.2).

5 Duties of the Owners Corporation

The *Owners Corporation* will:

- a. pay the *Management Fee* and *Additional Service fees* in accordance with this Agreement and in particular Clause 7;
- b. provide the *Agent* with copies of all document reasonably necessary to enable the *Agent* to carry out the *Agreed Services* and *Additional Services* (where requested);

- c. if appropriate, nominate a representative to be the point of contact with the *Agent* and ensure, to the extent reasonably practicable, all communications are directed through that person;
- d. as and when requested by the *Agent*, effect all necessary service agreements for equipment normally the subject of a service agreement; and
- e. pay for (or reimburse the *Agent* for):
 - i. duties carried out as specified in Schedule A;
 - ii. duties carried out as specified in Schedule B and as agreed to by the *Owners Corporation*;
 - iii. monies paid in accordance with the budget approved by the *Owners Corporation* or as otherwise resolved by the *Owners Corporation*;
 - iv. insurance premiums;
 - v. the cost of repairs and maintenance carried out on behalf of the *Owners Corporation*;
 - vi. all other day-to-day expenses incurred and agreed to by the *Owners Corporation*;
- f. comply with its obligations as outlined in the *Management Act*.

6 Third-party Contractors

- a. The *Owners Corporation* authorises the *Agent*, on behalf of the *Owners Corporation*, to engage any third-party contractors reasonably necessary to provide the *Agreed Services* (or part thereof) or, where requested, the *Additional Services*.
- b. The *Agent* will provide lists of recommended third-party contractors who are appropriately licensed and maintain an excellent track record of service delivery through past engagements. However, the *Owners Corporation* may also instruct the *Agent* to engage other third-party contractors from time-to-time.
- c. Except in the case of an emergency or where the work is within the Limit of Expenditure, the *Agent* will obtain agreement from the *Owners Corporation* prior to engaging any third-party contractors.
- d. The *Owners Corporation* agrees to reimburse the *Agent* for all costs associated with those third-party contractors.

7 Payment and review of fees

- a. The *Management Fee* is payable in accordance with the *Payment terms & methods* via direct debit or electronic funds transfer (EFT) and is due monthly in advance.
- b. *Additional Services Fees* are payable in accordance with the *Payment terms & methods* via direct debit or electronic funds transfer (EFT) within 14 days of receipt of a tax invoice from the *Agent* for *Additional Services* rendered.
- c. The *Management Fee* and *Additional Services Fees* may be reviewed annually and be subject to the *Percentage increase* on and from each anniversary of the *Commencement Date*.

8 Termination by the Owners Corporation

The *Owners Corporation* may terminate this *Agreement*.

- a. at the end of the *Term* by giving notice in writing to the *Agent* not less than 28 days prior to the end of the *Term* that it does not wish the *Agreement* to continue on a month-to-month basis (see *clause 3b*);
- b. after the expiry of the *Term* of this *Agreement* (ie. it is operating month-to-month as per *clause 3b*) by notice in writing to the *Agent* not less than 28 days prior to termination.

- c. by notice in writing to the *Agent* if the *Agent* fails or neglects to carry out its duties pursuant to the *Agreed Services* or any *Additional Services* which it has agreed to provide, and:
 - i. the *Owners Corporation* has given notice in writing requiring the *Agent* to rectify the breach within 14 days; and
 - ii. the *Agent* has failed to rectify the breach;
- d. immediately by notice in writing to the *Agent* if the *Agent* is guilty of gross misconduct or gross negligence in the performance of the *Agreed Services* or any *Additional Service* which it has agreed to provide; or
- e. immediately by notice in writing to the *Agent* if the *Agent* has a liquidator, receiver or administrator appointed, other than where the appointment is for the purpose of reconstruction or amalgamation of its business.
- f. at any time during the contract period by;
 - i. the *Executive Committee* providing notice in writing to the *Agent* requiring the *Agent* to rectify its concerns within 7 days. Should the concerns remain unresolved;
 - ii. the *Executive Committee* giving 28 days' notice in writing to the *Agent* to terminate as voted by majority of Executive Committee members providing a copy of the minutes of that meeting to that effect.

9 Termination by the Agent

The *Agent* may terminate this *Agreement*:

- a. by notice in writing to the *Owners Corporation* if the *Owners Corporation* fails or neglects to carry out its duties pursuant to *Clause 5* and:
 - i. the *Agent* has given notice in writing requiring the *Owners Corporation* to rectify the breach within 14 days; and
 - ii. the *Owners Corporation* has failed to rectify the breach;
- b. by notice in writing to the *Owners Corporation* if the *Owners Corporation* fails to pay the *Agent* the *Management Fee*, *Additional Services Fees* or other money payable in accordance with this *Agreement* for 14 days after payment is due;
- c. immediately by notice in writing to the *Owners Corporation* if any person applies to vary the Crown Lease for the land pursuant to section 166 of the *Act*;
- d. immediately by notice in writing to the *Owners Corporation* if any person applies to cancel the Units Plan pursuant to section 160 of the *Act*; or
- e. at any time by giving 28 days' notice in writing to the *Owners Corporation*.

10 Disclosure

The *Agent* may receive rebates, commissions or discounts from third-party suppliers. All such rebates, commissions or discounts that are in place at the date of this *Agreement* are set out in *Schedule D* of this *Agreement* or as otherwise notified in writing to the *Owners Corporation* from time to time.

11 Limitation and Indemnity

- a. The *Owners Corporation* acknowledges that the *Agent* is providing management services only and is not obliged nor qualified to provide specialised advice. The *Agent* may, as reasonably necessary and subject to instructions from the *Owners Corporation*, engage suitable qualified experts to provide any necessary advice.

- b. The *Owners Corporation* releases and indemnifies the *Agent* from any of the following, however caused:
- any loss or damage arising out of a breach of the rules of the *Owners Corporation* (as defined in the *Act* or *Management Act*) or any other contract or law by any unit owners, tenant, visitor, invitee, licensee or contractor on the Common Property or any of the units in the *Units Plan*;
 - any injury or death of any person on the Common Property or any of the units in the *Units Plan*;
 - any claim made against the *Agent* by any third-party arising out of the *Agent's* provision of the *Agreed Services* or the *Additional Services*; and
 - any loss or damage to property of the *Owners Corporation* on the Common Property or any of the units in the *Units Plan*;
 - any loss or damage to property caused by third-party contractors
- except where the loss or damage was directly caused solely by the negligence or wilful breach of this *Agreement* by the *Agent*.

12 Transfer of the Agreement

- The *Agent* cannot transfer its rights under this *Agreement* without the written consent of the *Owners Corporation*, whose consent will not be unreasonably withheld, if the *Agent* satisfies the *Owners Corporation* that the proposed transferee and associates are fit and proper persons and have the qualifications, competence and expertise to perform the *Agreed Services* and *Additional Services* at a fee not greater than the current *Management Fee* and *Additional Services fees*.
- The *Owners Corporation* must advise the *Agent* of its decision whether to approve a proposed transfer within 30 days after receiving from the *Agent* the information reasonably necessary to make the decision.
- If the *Owners Corporation* approves the transfer, the *Owners Corporation*, the *Agent* and the transferee must enter into a transfer agreement.

13 Work Health & Safety

- The parties agree that they will each comply with their respective obligations under the *WHS Act* and *WHS Regulation*.
- Subject to the provisions of the *WHS Act* and the *WHS Regulation*, the appointment of the *Agent* by the *Owners Corporation* under this *Agreement* does not constitute the appointment of the *Agent* as a principal contractor within the meaning of regulation 293 of the *WHS Regulation*.

14 GST

- Words or expressions used in this Clause 14 or elsewhere in this *Agreement*, that are defined in the *GST Act* have the same meaning in this *Agreement*.
- All amounts expressed in this *Agreement* are inclusive of GST.
- All payments made by the *Agent* on behalf of the *Owners Corporation* pursuant to this *Agreement* which incurs a liability to pay GST, the *Owners Corporation* must pay to the *Agent* for that supply an amount equal to the GST liability that the *Agent* incurs in making the supply.

15 Service of Notices

Notices can be given by any one of the following means:

- by sending it by pre-paid post or delivering it by hand to the address specified in this *Agreement* for the party, and in either case, the notice will be deemed to be received on the day following delivery that is not a weekend or a public holiday in the Australian Capital Territory; or

- b. by sending it by email to the email address notified by the other party, in which case, the notice will be deemed to be received the day the email is sent.

16 Definitions

The following table defines terminology used in the *Agreement* unless contrary intention is specified:

Act	the <i>Unit Titles Act 2001 (ACT)</i> .
Additional services	the functions and duties of the <i>Agent</i> set out in <i>Schedule B</i> of this <i>Agreement</i> which incurs an <i>additional services fee</i> applied to each service.
Additional services fee	the <i>Agents</i> fee for the supply of each <i>Additional service</i> calculated according to the <i>Additional services rates</i> , set out in <i>Schedule C</i> of this <i>Agreement</i> .
Agreement	this <i>agreement</i> including the particulars, schedules and attachments.
Common property	that part of the Units Plans which comprises the common property as defined in <i>section 13</i> of the <i>Act</i> .
Executive Committee	owners elected by ordinary resolution at each annual general meeting.
GST Act	the <i>A New Tax System (Goods and Services Tax) Act 1999</i> .
GST	the meaning given to it in the <i>GST Act</i> .
Limit of expenditure	the limit delegated to the <i>Agent</i> by the <i>Owners Corporation</i> for the <i>Agent</i> to authorise third-party contractor payments without further authorisation.
Management Act	the <i>Unit Titles (Management) Act 2011 (ACT)</i> .
Non-standard work	any work which is not standard work.
Owners Corporation	are the owners of the units in the Units Plan.
Standard work	means: - construction work where there is no requirement to work above 3 metres including, but not limited to, the replacement of roofing and guttering; - general maintenance works including, but not limited to, lawn mowing, gardening, window cleaning (below 3 metres) and painting; - minor maintenance repairs including, but not limited to, repair and replacement of leaking pipes, replacing pavers and tiles, and lock replacement and repair; - annual inspections, notifications and maintenance required for essential fire safety equipment; - pest management treatments (excluding fumigation); - lift, travelator or escalator maintenance; and - renewal of plant registrations in accordance with the requirements of the <i>WHS Act</i> and <i>WHS Regulations</i> provided, however: - if any of these works require a principal contractor (as defined under the <i>WHU Act</i> and <i>WHS Regulation</i> to be appointed then the works will be considered to be non-standard work; or - if there is any inconsistency between standard work and non-standard work, the work will be interpreted as non-standard work.
WHS Act	the <i>Work Health & Safety Act 2011 (ACT)</i> .
WHS Regulations	the <i>Work Health & Safety Regulation 2011 (ACT)</i> .

SCHEDULE A – Agreed Services

The following are the *Agreed Services* included in the *Management Fee*. Where a service or task is requested that meets the criteria listed *Schedule B - Additional Services*, the work will instead be undertaken in accordance with the fee structure as per *Schedule C - Additional Services Rates* and paid by the *Owners Corporation* in accordance with *clause 7* of the Agreement.

A FINANCIALS

- i. Managing the banking and accounting of the fund of the *Owners Corporation*, including:
 - ✓ payment of invoices where requested and on behalf of the *Owners Corporation* (eg. for water charges, rates, maintenance and *Agent's* fees and expenses under this Agreement);
 - ✓ Providing authorised members of the *Owners Corporation Executive Committee* with an online portal to approve invoices themselves;
 - ✓ payment of disbursements and expenses incurred in the connection with the *Agent's* management under this Agreement;
 - ✓ establishing and maintaining the bank account;
 - ✓ issuing levy notices for standard levies; and
 - ✓ bank reconciliation.
- ii. Preparing, and filing (where applicable), accounts and budgets, including:
 - ✓ financial statements for each *Executive Committee* Meeting;
 - ✓ provide statutory reconciled accounts including balance sheet, statement of income and expenditure and levy status report;
 - ✓ financial statements and levy status report as and when reasonably required for general meetings;
 - ✓ prepare administrative fund budget and arrange for sinking fund budget;
 - ✓ manage administrative fund and sinking fund; and
 - ✓ cash flow forecasting.

B INSURANCES

- i. *Agreed Services* where insurance is taken out by the *Owners Corporation* through a *Disclosed Supplier* only:
 - ✓ Assisting the *Owners Corporation* in arranging insurance as required under the *Management Act*, including obtaining quotes and arranging valuations for new policies or renewals.
 - ✓ On request from the *Owners Corporation*, preparing and lodging routine insurance claims (limited to 15 minutes preparation time or is in excess of \$5,000). In excess of this is deemed an *Additional Service*.
- ii. If the insurance the *Owners Corporation* has taken out is not through a *Disclosed Supplier*, then all insurance related services will be *Additional Services*.

C RECORDS

- i. Maintaining the corporate register and minute book including electronic rolls.
- ii. Providing access to the corporate register to allow for the inspection of records in accordance with section 119 of the *Management Act*.
- iii. Maintaining an up-to-date correspondence file.
- iv. Recording and retaining notices received by the *Owners Corporation* under section 115 of the *Management Act*.

- v. Maintaining and administering the use of the common seal in accordance with the Default Rules.
- vi. Attending to routine communication with the *Executive Committee* or unit owners.
- vii. Providing owners with online access to records and information relevant to the Units Plan and their unit (e.g. levy notices, levy arrears, minutes, rules, etc).

D MEETINGS

- i. Preparing and distributing notice of Annual General Meeting to all owners.
- ii. Attending Annual General Meeting held at the *Agent's* premises (or other venues by agreement), including after -hours attendance except where the Units Plan consists of 10 or fewer units in which case all meetings will be held during office hours unless agreed by the *Agent*.
- iii. Attending 2 additional meetings (the *agreed number*) per year to be held in the *Agent's* offices during business hours or after hours as agreed by the *Agent*.
- iv. Preparing and distributing minutes of Annual General Meetings to all owners.
- v. Arranging meeting venues where required (NB - venue hire costs are responsibility of *Owners Corporation*).

E RULES AND GUIDANCE

- i. Assisting the *Owners Corporation* with definition and registration of rules with *Land Titles*.
- ii. Answering *routine* queries and providing guidance where required on rights and obligations of the *Owners Corporation* and individual unit owners. Where this time becomes excessive (beyond 15 minutes per item, this may be considered *Additional Services*).

F REPAIRS AND MAINTENANCE

- i. Arranging building inspections and reports for routine maintenance and *Standard Work*.
- ii. Arranging for appropriately qualified third-party contractors to undertake *Standard Work*, routine repairs to and maintenance of the *Common Property* (without consent if the works are within the Limit of Expenditure).
- iii. Advising the *Owners Corporation* of any correspondence, reports, enquiries or complaints regarding the *Common Property*. This includes advising the *Owners Corporation* of any matters brought to the *Agent's* attention regarding parts of the *Common Property* that are unsafe or in need of repair but does not extend to an obligation to perform an inspection of the *Common Property*.

G AFTER HOURS SUPPORT

- i. 24 hours a day, 7 days a week telephone support for emergency situations – call 0409 989 108.

SCHEDULE B – Additional Services

A ADDITIONAL MEETINGS (in excess of the *Agreed Number of meetings*)

- i. Preparing and distributing additional notice of meeting to all owners.
- ii. Attending additional meeting.
- iii. Preparing and distributing minutes of additional meeting.

B REPAIRS AND MAINTENANCE

- i. Arranging building inspections and reports for *non-routine maintenance* and *Non-Standard Work*.
- ii. Arranging (as directed – including obtaining quotes, liaising with contractors or executing contractors) for appropriate qualified contractors to undertake *non-routine repairs* and maintenance and *Non-Standard Work* (without consent if the works are within the Limit of Expenditure, if applicable).
- iii. Attending to out-of-hours call outs and site visits.

C INSURANCES

- i. Preparing and lodging *non-routine* insurance claims (those over \$5,000 or requiring more than 15 minutes preparation time).
- ii. Administering claims and other activities involved in minimisation of loss, liaison with loss adjustors and other related activities.
- iii. Any insurance related services where the *Owners Corporation* have not taken out insurance through a *Disclosed Supplier* including services provided in instances where the rectification costs is less than the *Owners Corporation* excess or when the *Owners Corporation* choose not to lodge a claim.
- iv. Where a *Disclosed Supplier* no longer provides a payment to the *Agent*, then all insurance related services will become *Additional Services* within 14 days of the *Agent* providing a notice to the *Owners Corporation* to that effect.

D RULES AND GUIDANCE

- i. Issuing and serving owners with *Rule Infringement Notices*.
- ii. Provision of additional advice, guidance, mentoring or presentation of information beyond 15 minutes per item.

E ACCOUNTING

- i. GST related activities (including checking tax invoices, supplying ABN details and BAS preparation and lodgement).
- ii. Additional financial reports or reports prepared to specific requirements including providing monthly accounts paid summary.
- iii. Preparation and lodgement of any annual tax return required by law.
- iv. Assisting, answering questions or providing information for an auditor if applicable.
- v. Monitoring of levy arrears and recovery arrangements for arrears which have been outstanding for more than 30 days.
- vi. Issuing levy notices for *non-standard levies*.

F UNIT TITLE CERTIFICATES

- i. Providing unit title certificates in accordance with section 119 of the *Management Act* or attending to requisitions.



G GENERAL

- i. Initiate debt recovery action for all levies which have been outstanding for more than 30 days.
- ii. Appointing solicitors to represent the *Owners Corporation* in tribunal or court proceedings.
- iii. Briefing solicitors in relation to provision of non-dispute related advice.
- iv. Assisting the *Executive Committee* in drafting, amending or reviewing the rules of the *Owners Corporation* as defined in the *Management Act*.
- v. Assisting the *Owners Corporation* in the renewal of lease or change in units of entitlement.
- vi. Assisting the *Owners Corporation* in changing the lease purpose clause.
- vii. Any other services requested by the *Owners Corporation* which are not explicitly listed as *Agreed Services*.

SCHEDULE C – Additional Services Rates [Professional and Administration Fees]

Charged only with prior consent of both parties – except for s.119 requisitions and levy arrears notices.

No.	Item	Charge/unit (incl. GST)	Unit
1.	MEETINGS – In excess of “agreed number”		
1a	Prepare and distribute notice	\$5.50	Per owner
1b	Meeting attendance during office hours	\$110.00	Per hour charged in 15 min intervals
1c	Meeting attendance outside office hours	\$220.00	Per hour charged in 15 min intervals
1d	Prepare and distribute minutes to all owners	\$5.50	Per owner
2.	Other meeting charges – per hour or part thereof		
2a	Adjourned meeting charge	\$150.00	Per meeting
2b	Attend meeting with Executive Committee or contractors during office hours	\$150.00	Per hour charged in 15 min intervals
2c	Attend meeting with Executive Committee or contractors outside office hours on weekdays	\$250.00	Per hour charged in 15 min intervals
2d	Attend meeting with Executive Committee or contractors on weekends	\$350.00	Per hour charged in 15 min intervals
2e	Attend property and/or meeting on weekend or public holidays	\$450.00	Per hour charged in 15 min intervals
3.	Financial		
3a	Additional financial reports or reports prepared to specific requirements	\$150.00	Per hour charged in 15 min intervals
3b	Assist auditor in providing accounts and records for audit	\$150.00	Per hour charged in 15 min intervals
3c	Lodgement of taxation return	\$330.00	Per return
3d	Lodgement of quarterly BAS	\$200.00	Per statement
3e	Attending to other GST or tax-related activities	\$150.00	Per hour charged in 15 min intervals
4.	Insurance		
4a	Lodging insurance claims	\$660.00	Per claim
4b	Liaising with insurers, insurance brokers, contractors, owners, residents, property managers, loss adjusters, other parties necessary to progress insurance claims	\$330.00	Per hour charged in 30 min intervals
4c	Sending quote requests/work orders for insurance matters	\$150.00	Per work order/quote request
4d	Insurance renewal-related activities including obtaining quotes, liaising with insurers, Executive Committees, Owners Corporations, paying invoices	\$330.00	Per hour charged in 30 min intervals
4e	Obtaining insurance valuations	\$150.00	Per valuation
4f	Adjusting insurance policies due to obtained insurance valuations	\$330.00	Per hour charged in 30 min intervals
4g	Any other services provided to the Owners Corporation as outlined in <i>Schedule B, subsection C</i> and not included above	\$150.00	Per hour charged in 30 min intervals
5.	Legal		
5a	Provide information to solicitors in relation to UTMA interpretations, applications for mediation, adjudication and/or tribunal orders	\$150.00	Per hour charged in 15 min intervals
5b	ACT Civil & Administrative Tribunal and/or Court documentation/appearance	\$250.00	Per hour charged in 15 min intervals
6.	General Administration		
6a	Assist in drafting Rules, amendments to Rules and Rules reviews	\$150.00	Per hour charged in 15 min intervals
6b	Issue non-standard communication (email delivery at no charge)	\$5.50	Per letter minimum
6c	Section 119 certificates and requisitions per Unit (paid by applicant) [UTMA Fees Determination – as per Disallowable instrument]	Noted in item	Per certificate
6d	Levy arrears notices (to be recharged to unit levies of the defaulting owner)	\$33.00 \$55.00 \$250.00	2nd reminder letter 3rd reminder letter Final notice
6e	Assistance with Debt Recovery process	\$150.00	Per hour charged in 15 min intervals
6f	Issuing of Rules Infringement Notice (to be on charged to unit levies of defaulting owner)	\$110.00 \$165.00	Per letter – first notice Per letter – subsequent/final notice
6g	Any other additional services requested by the Executive Committee and/or Owners Corporation which are not explicitly listed as Agreed Services	\$150.00	Per hour charged in 15 min intervals

No.	Item	Charge/unit (incl. GST)	Unit
7.	Other		
7a	Renewal of lease (Form 4 and 5) or change in units of entitlement	\$250.00	Per unit with a minimum charge of \$2,000.00 (plus any applicable costs)
7b	Change to lease purpose clause	\$250.00	Per hour charged in 15 min intervals
7c	After hours call-out	\$350.00	Per hour charged in 15 min intervals
7d	Assistance with the management of building defects	\$250.00	Per hour charged in 15 min intervals
7e	Liaison and arrangements of non-routine maintenance and non-standard work	\$150.00	Per hour charged in 15 min intervals
7f	Project co-ordination – including (but not limited to), access device replacement, carpet replacement, internal/external painting, fence replacement, non-financial audits	\$250.00	Per hour charged in 15 min intervals
7g	Initial set-up and establishment fee	As quoted	Once off payment

SCHEDULE D – Disclosure Schedule

Name of Supplier	Amount/percentage of rate, discount or commission
Body Corporate Brokers	Up to 50% of the commission paid to the broker by the insurer, which is no more than 20% of the insurer's base premium.
SES Utilities Services	Up to 5% of the 20% commission paid to the utility broker by the service provider

Notes:

- BCB's fees do not form part of the insurance premium provided by the insurer. They are added to the insurer's premium after deducting the commission (to generate a nett premium) – the insurer normally incorporates this into the premium.
- This approach reduces the government fees and charges that are a by-product of the insurers' premiums resulting in a lower overall insurer premium for the *Owner's Corporation*.
- The *Agent*, acting as authorised representative may receive up to 50% of the broker's fee from BCB.
- The Authorised Representative's portion of the broker fee will be up to but no more than 25% of the nett premium.
- SES Utilities Services is an electricity broker LMM Solutions engages to obtain more cost-effective utility rates for the Owners' Corporations.
- Discounts are achieved through the LMM Solutions management portfolio being considered together.

Insurance Valuation Report

For

One-O-Five

105 Dooring Street, Dickson

Scheme Number: 3545



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 186935

13 February 2023

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 which estimates the reinstatement costs of the building/s and associated common property improvement and body corporate assets for insurance purposes situated at **105 Dooring Street, Dickson.**

1.2 Property Address

The property is situated at **105 Dooring Street, Dickson.**

1.3 Description of Building

The property comprises six residential apartments in a single double storey building with vehicular accommodation provided by allocated spaces in a secure basement level garage. Access to the upper floors is by internal stairs & landings. Common property includes driveway pavings, boundary walls & fences and site landscaping.

In accordance with the plans provided the date of registration of the scheme is 2010.

1.4 Client

The Owners for One-O-Five.

1.5 Reinstatement Cost Assessment Value

Reinstatement Cost Assessment Value: \$2,415,000 (Inc GST)

1.6 Inspector Details

Inspector Number

1005



Signed for and on behalf of QIA Group Pty Ltd

SECTION 2 – INSURANCE VALUATION REPORT

2.1 Reinstatement Cost Assessment Value

The Reinstatement Cost Assessment Value represents the reinstatement costs associated with the reconstruction of building/s having regard for the functional use and useable area of the original building/s, common areas and body corporate assets. The Reinstatement Cost Assessment Value also estimates the professional fees associated with compilation of design documentation and drafting of plans.

2.2 Loss of Revenue

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

2.3 Current Trends

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

2.4 Periodic Reviews

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

2.5 Elements used in the Calculated Value of the Building Replacement

The calculated value of the building comprises of several elements including:

- Estimated Cost of constructing a similar building on the same site;
- Allowance for cost escalation during the claim settlement period and time for planning, calling tenders, and fit out;
- Professional and authority fees relating to the demolition, and the new building;
- Costs of making the damaged building safe, demolition and site clearance;
- Cost Escalation in the likely time lapse between the building insurance anniversary date and the date of the event which triggers a reinstatement event.

NB

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

2.6 Valuation

Replacement Building and Improvements Cost: \$1,790,000

Allowance for Cost Escalation during the following:

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

Calculated at 6% per annum over the relevant period \$165,000

Progressive Subtotal: \$1,955,000

Professional Fees: \$200,000

Progressive Subtotal: \$2,155,000

Demolition and Removal of Debris: \$130,000

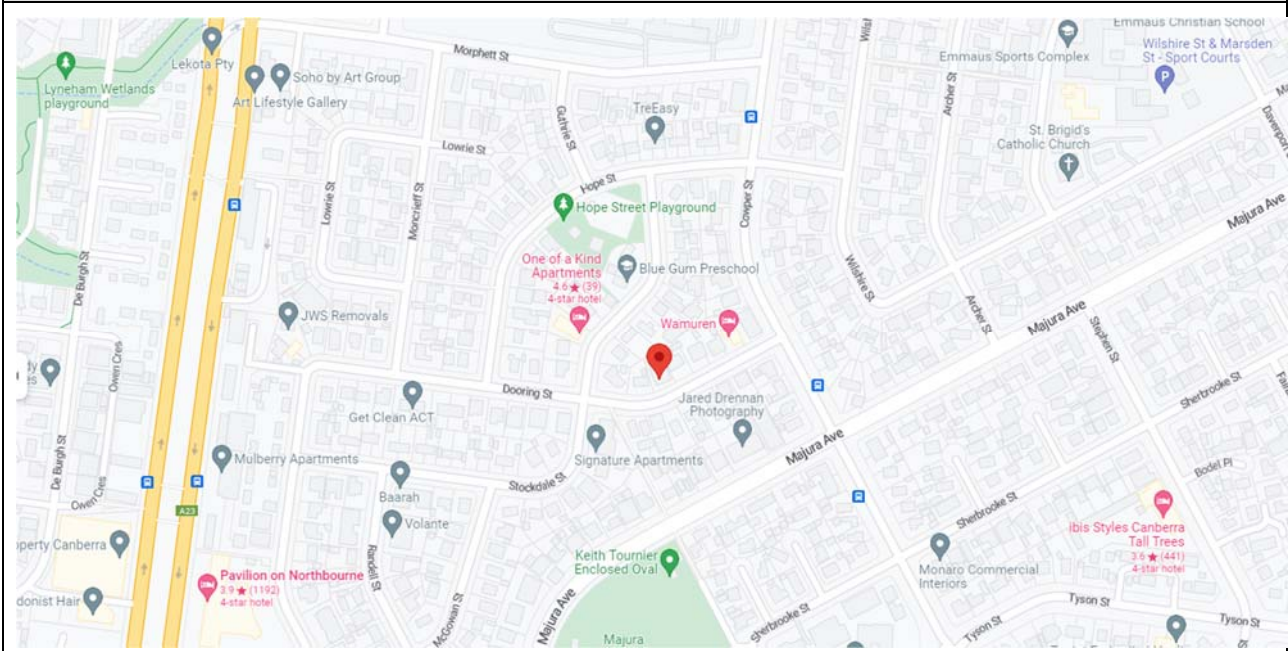
Progressive Subtotal: \$2,285,000

Cost Escalation for Insurance Policy Lapse Period: \$130,000

Progressive Subtotal: \$2,415,000

Reinstatement Cost Assessment Value: \$2,415,000 (Inc GST)

2.7 Site Location Map



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 SITE FACTORS

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

3.2 ADDITIONS & IMPROVEMENTS

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

3.3 MAINTENANCE

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

3.4 SUMMARY OF CONSTRUCTION

3.4.1 Primary Method of Construction

3.4.1.1 FLOOR STRUCTURE

FLOOR CONSTRUCTION: Concrete.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Brick & cement sheet.

EXTERNAL WALL FINISHES: Rendered.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Timber/steel framed pitched.

ROOFING: Powder coated.

3.4.1.4 DRIVEWAY STRUCTURE

DRIVEWAY CONSTRUCTION: Concrete.

3.5 AREAS NOT INSPECTED - TYPICAL

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

3.6 SCOPE

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

3.7 EXCLUSIONS

An Insurance Valuation Report does not cover or deal with:

- Any 'minor fault or defect';
- Any tenancy works and contents;
- Solving or providing costs for any rectification or repair work;
- The structural design or adequacy of any element of construction;
- Detection of wood destroying insects such as termites and wood borers;
- Any specialised equipment or services not visible at the time of inspection;
- A review of occupational, health or safety issues such as asbestos content, or the provision of safety glass or swimming pool fencing;
- Whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws;
- Any heritage listing that may apply; and
- Whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip, earthquakes or tidal inundation, or if it is flood prone.

SECTION 4 – SITE PHOTOGRAPHS



Sinking Fund Plan

One-O-Five

105 Dooring Street, Dickson, ACT 2602

Scheme Number: 3545



COMPILED BY SIMON VINCENT

**On 7 February 2023 for the
15 Years Commencing: 1 January 2023
QIA Job Reference Number: 173464**

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

PO Box 1280,
Beenleigh QLD 4207

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

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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

105 Dooring Street, Dickson, ACT 2602

REPORT SUMMARY

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

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

The Sinking Fund Levy per entitlement already set is:	\$5.00
Number of Lot/Unit Entitlements:	1000
Opening Balance:	\$46,766.00
The proposed Sinking Fund Levy per entitlement is:	\$6.32

METHODOLOGY

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

The report will generally categorise costs as follows:

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

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

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

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

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

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

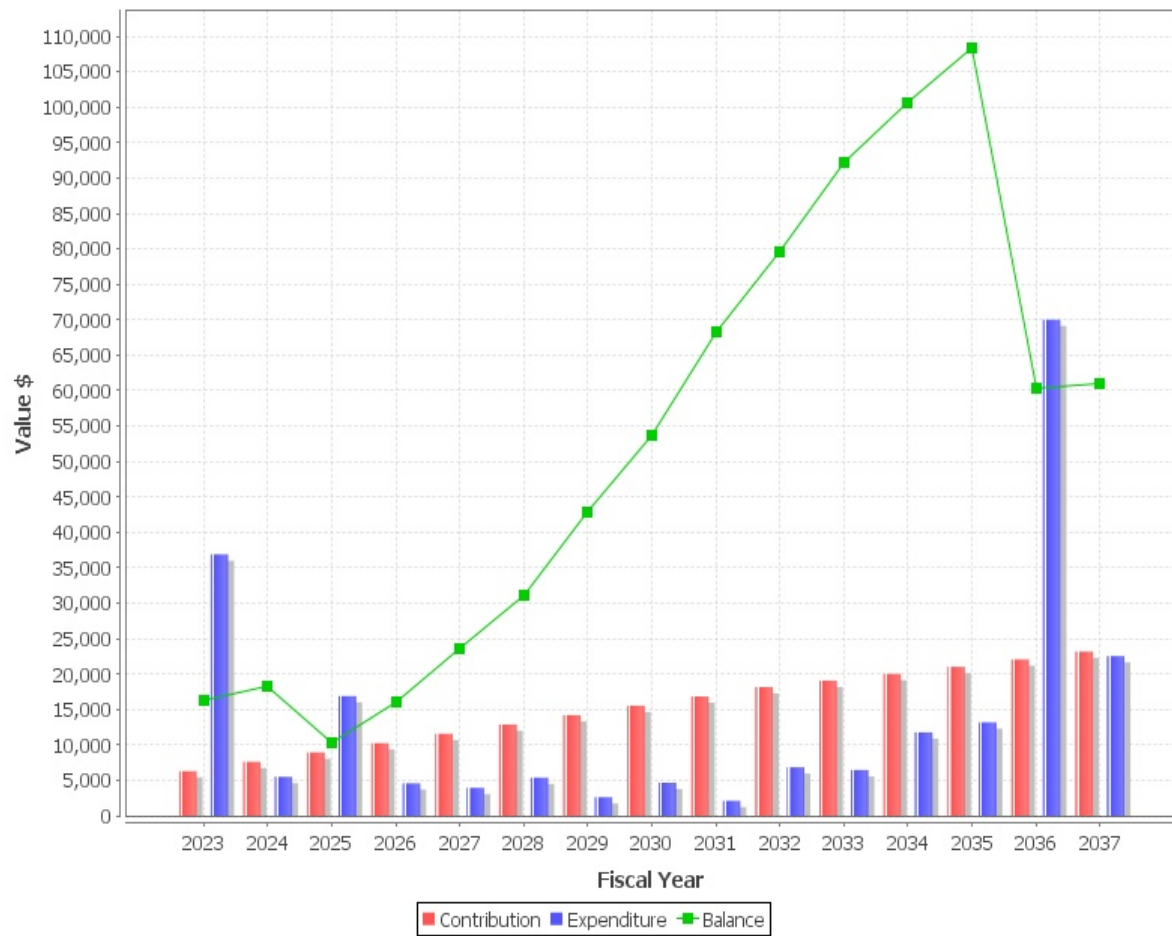
If the amounts provided for are not expended in any one year they will be accumulated to meet expenditures in future years although it has been our experience that some form of capital expenditure occurs every year and not all of it is accounted for via the specific line items in our report.

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

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

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/01/2023	\$46,766	\$6,317	\$6.32	\$36,890	\$16,193
2	01/01/2024	\$16,193	\$7,634	\$7.63	\$5,493	\$18,334
3	01/01/2025	\$18,334	\$8,951	\$8.95	\$16,910	\$10,375
4	01/01/2026	\$10,375	\$10,268	\$10.27	\$4,599	\$16,044
5	01/01/2027	\$16,044	\$11,585	\$11.59	\$3,944	\$23,685
6	01/01/2028	\$23,685	\$12,902	\$12.90	\$5,402	\$31,185
7	01/01/2029	\$31,185	\$14,219	\$14.22	\$2,643	\$42,761
8	01/01/2030	\$42,761	\$15,536	\$15.54	\$4,680	\$53,617
9	01/01/2031	\$53,617	\$16,853	\$16.85	\$2,124	\$68,346
10	01/01/2032	\$68,346	\$18,170	\$18.17	\$6,858	\$79,658
11	01/01/2033	\$79,658	\$19,078	\$19.08	\$6,462	\$92,275
12	01/01/2034	\$92,275	\$20,032	\$20.03	\$11,783	\$100,525
13	01/01/2035	\$100,525	\$21,034	\$21.03	\$13,208	\$108,352
14	01/01/2036	\$108,352	\$22,086	\$22.09	\$70,019	\$60,418
15	01/01/2037	\$60,418	\$23,190	\$23.19	\$22,551	\$61,057

SINKING FUND FORECAST MOVEMENT

SUMMARY OF ANNUAL FORECAST EXPENDITURE

January 2023		Expense Inc GST
SUPERSTRUCTURE		
- Repaint building		\$22,315
- Repaint balcony/patio ceilings		\$2,310
- Repaint soffits		\$1,386
- Scaffold/access equip allowance		\$5,082
- Repaint door face		\$231
- Capital Replacement - General		\$600
STAIRWELL		
- Repaint walls		\$3,118
- Repaint ceiling		\$1,386
- Repaint door face		\$462
<u>Total Forecast Expenditure for year - January 2023 (Inc GST):</u>		<u>\$36,890</u>
	Includes GST amount of :	\$3,354
January 2024		Expense Inc GST
SUPERSTRUCTURE		
- Provision to replace balustrade/handrail fixings		\$146
- Capital Replacement - General		\$630
BASEMENT		
- Replace stormwater pumps		\$4,366
FURNITURE & FITTINGS		
- Ongoing partial replacement of exterior lighting		\$352
<u>Total Forecast Expenditure for year - January 2024 (Inc GST):</u>		<u>\$5,493</u>
	Includes GST amount of :	\$499

January 2025Expense
Inc GST**SUPERSTRUCTURE**

- Capital Replacement - General	\$662
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BASEMENT

- Replace exhaust/supply fans	\$9,168
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- Maintain/repair main garage door running gear	\$1,681
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FURNITURE & FITTINGS

- Provision to upgrade intercom systems & associated equipment	\$4,202
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- Provision to replace door closer	\$178
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FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$764
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- Install/Replace exit signage/emergency lighting	\$255
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<u>Total Forecast Expenditure for year - January 2025 (Inc GST):</u>	<u>\$16,910</u>
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Includes GST amount of :	\$1,537
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January 2026Expense
Inc GST**SUPERSTRUCTURE**

- Provision to replace balustrade/handrail fixings	\$160
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- Capital Replacement - General	\$695
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BASEMENT

- Replace main garage door motor	\$2,674
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EXTERNAL WORKS

- Replace irrigation water pump	\$1,070
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<u>Total Forecast Expenditure for year - January 2026 (Inc GST):</u>	<u>\$4,599</u>
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Includes GST amount of :	\$418
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January 2027		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$729
FURNITURE & FITTINGS		
- Ongoing partial replacement of exterior lighting		\$407
ROOF		
- Maintain metal roof fixtures/flashings		\$2,808
<u>Total Forecast Expenditure for year - January 2027 (Inc GST):</u>		<u>\$3,944</u>
Includes GST amount of :		\$359
January 2028		Expense Inc GST
SUPERSTRUCTURE		
- Provision to replace balustrade/handrail fixings		\$177
- Capital Replacement - General		\$766
EXTERNAL WORKS		
- Maintain common pipework		\$2,653
- Replace irrigation controller		\$737
FIRE PROTECTION SYSTEMS		
- Install/Replace exit signage/emergency lighting		\$295
STAIRWELL		
- Maintain tiles 10% of total		\$774
<u>Total Forecast Expenditure for year - January 2028 (Inc GST):</u>		<u>\$5,402</u>
Includes GST amount of :		\$491
January 2029		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$804

FENCING

- Provision to replace timber fencing in 13 years (partial accrual)	\$1,839
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<u>Total Forecast Expenditure for year - January 2029 (Inc GST):</u>	<u>\$2,643</u>
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Includes GST amount of :	\$240
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January 2030	Expense Inc GST
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SUPERSTRUCTURE

- Repaint door face	\$325
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- Replace external door/frame	\$569
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- Provision to replace balustrade/handrail fixings	\$195
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- Capital Replacement - General	\$844
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BASEMENT

- Repaint columns	\$1,300
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$471
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FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$975
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<u>Total Forecast Expenditure for year - January 2030 (Inc GST):</u>	<u>\$4,680</u>
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Includes GST amount of :	\$425
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January 2031	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$887
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FIRE PROTECTION SYSTEMS

- Install/Replace exit signage/emergency lighting	\$341
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STAIRWELL

- Maintain tiles 10% of total	\$896
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Total Forecast Expenditure for year - January 2031 (Inc GST): \$2,124

Includes GST amount of : \$193

January 2032	Expense Inc GST
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SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings \$215

- Capital Replacement - General \$931

FENCING

- Provision to replace timber fencing in 13 years (partial accrual) \$2,129

ROOF

- Maintain metal roof fixtures/flashings \$3,584

Total Forecast Expenditure for year - January 2032 (Inc GST): \$6,858

Includes GST amount of : \$623

January 2033	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General \$977

DRIVEWAY

- Maintain driveway 20% of total \$3,292

EXTERNAL WORKS

- Ongoing partial maintenance of pathways 10% of total \$1,646

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting \$546

Total Forecast Expenditure for year - January 2033 (Inc GST): \$6,462

Includes GST amount of : \$587

January 2034		Expense Inc GST
SUPERSTRUCTURE		
- Provision to replace balustrade/handrail fixings		\$237
- Capital Replacement - General		\$1,026
BASEMENT		
- Replace main garage door motor		\$3,951
EXTERNAL WORKS		
- Maintain common pipework		\$3,556
- Replace irrigation water pump		\$1,580
FIRE PROTECTION SYSTEMS		
- Install/Replace exit signage/emergency lighting		\$395
STAIRWELL		
- Maintain tiles 10% of total		\$1,037
<u>Total Forecast Expenditure for year - January 2034 (Inc GST):</u>		<u>\$11,783</u>
Includes GST amount of :		\$1,071
January 2035		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,078
FENCING		
- Provision to replace timber fencing in 13 years (partial accrual)		\$2,464
FURNITURE & FITTINGS		
- Provision to replace mail boxes		\$1,888
FIRE PROTECTION SYSTEMS		
- Provision to replace portable fire extinguishers		\$1,245

ROOF

- Provision to replace guttering/downpipes in 22 years (partial accrual)	\$6,534
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<u>Total Forecast Expenditure for year - January 2035 (Inc GST):</u>	<u>\$13,208</u>
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Includes GST amount of :	\$1,201
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January 2036	Expense Inc GST
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SUPERSTRUCTURE

- Repaint building	\$42,078
- Repaint balcony/patio ceilings	\$4,356
- Repaint soffits	\$2,614
- Scaffold/access equip allowance	\$9,583
- Provision to replace balustrade/handrail fixings	\$261
- Capital Replacement - General	\$1,131

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$632
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STAIRWELL

- Repaint walls	\$5,880
- Repaint ceiling	\$2,614
- Repaint door face	\$871

<u>Total Forecast Expenditure for year - January 2036 (Inc GST):</u>	<u>\$70,019</u>
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Includes GST amount of :	\$6,365
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January 2037	Expense Inc GST
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SUPERSTRUCTURE

- Repaint door face	\$457
- Capital Replacement - General	\$1,188

BASEMENT

- Provision to replace main garage door in 18 years (partial accrual)	\$6,060
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EXTERNAL WORKS

- Replace irrigation controller	\$1,143
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FENCING

- Provision to replace colorbond fencing in 27 years (partial accrual)	\$7,471
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FIRE PROTECTION SYSTEMS

- Install/Replace exit signage/emergency lighting	\$457
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ROOF

- Maintain metal roof fixtures/flashings	\$4,574
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STAIRWELL

- Maintain tiles 10% of total	\$1,201
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<u>Total Forecast Expenditure for year - January 2037 (Inc GST):</u>	<u>\$22,551</u>
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Includes GST amount of :	\$2,050
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ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
SUPERSTRUCTURE																		
- Repaint building	\$19,320	2023	13	22315													42078	
- Repaint balcony/patio ceilings	\$2,000	2023	13	2310													4356	
- Repaint soffits	\$1,200	2023	13	1386													2614	
- Scaffold/access equip allowance	\$4,400	2023	13	5082													9583	
- Repaint door face	\$200	2023	7	231							325							457
- Replace external door/frame	\$350	2030	20								569							
- Provision to replace balustrade/handrail fixings	\$120	2024	2		146		160		177		195		215		237		261	
- Capital Replacement - General	\$520	2023	0	600	630	662	695	729	766	804	844	887	931	977	1026	1078	1131	1188
BASEMENT																		
- Replace exhaust/supply fans	\$7,200	2025	15			9168												
- Repaint columns	\$800	2030	10								1300							
- Provision to replace main garage door in 18 years (partial accrual)	\$2,650	2037	3															6060
- Maintain/repair main garage door running gear	\$1,320	2025	15			1681												
- Replace main garage door motor	\$2,000	2026	8				2674								3951			
- Replace stormwater pumps	\$3,600	2024	14		4366													
DRIVEWAY																		
- Maintain driveway 20% of total	\$1,750	2033	5											3292				
EXTERNAL WORKS																		
- Maintain common pipework	\$1,800	2028	6						2653						3556			
- Ongoing partial maintenance of pathways 10% of total	\$875	2033	5											1646				

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
- Replace irrigation controller	\$500	2028	9						737									1143
- Replace irrigation water pump	\$800	2026	8				1070								1580			
FENCING																		
- Provision to replace colorbond fencing in 27 years (partial accrual)	\$3,267	2037	6															7471
- Provision to replace timber fencing in 13 years (partial accrual)	\$1,188	2029	3							1839			2129			2464		
FURNITURE & FITTINGS																		
- Provision to replace mail boxes	\$910	2035	25													1888		
- Ongoing partial replacement of exterior lighting	\$290	2024	3		352			407			471			546			632	
- Provision to upgrade intercom systems & associated equipment	\$3,300	2025	15			4202												
- Provision to replace door closer	\$140	2025	15			178												
FIRE PROTECTION SYSTEMS																		
- Provision to replace portable fire extinguishers	\$600	2025	5			764					975					1245		
- Install/Replace exit signage/emergency lighting	\$200	2025	3			255			295			341			395			457
ROOF																		
- Provision to replace guttering/downpipes in 22 years (partial accrual)	\$3,150	2035	3													6534		
- Maintain metal roof fixtures/flashings	\$2,000	2027	5					2808					3584					4574
STAIRWELL																		
- Repaint walls	\$2,700	2023	13	3119													5880	
- Repaint ceiling	\$1,200	2023	13	1386													2614	
- Maintain tiles 10% of total	\$525	2028	3						774			896			1037			1201
- Repaint door face	\$400	2023	13	462													871	
Total				36890	5493	16910	4599	3944	5402	2643	4680	2124	6858	6462	11783	13208	70019	22551
Includes GST amount of				3354	499	1537	418	359	491	240	425	193	623	587	1071	1201	6365	2050

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
SUPERSTRUCTURE																		
- Repaint building	\$19,320	2023	13	22315	2376	4870	7489	10239	13126	16158	19342	22684	26194	29879	33749	37812	42078	4479
- Repaint balcony/patio ceilings	\$2,000	2023	13	2310	246	504	775	1060	1359	1673	2002	2348	2712	3093	3494	3914	4356	464
- Repaint soffits	\$1,200	2023	13	1386	148	303	465	636	815	1004	1202	1409	1627	1856	2097	2349	2614	278
- Scaffold/access equip allowance	\$4,400	2023	13	5082	541	1109	1706	2332	2989	3680	4405	5166	5966	6805	7686	8611	9583	1020
- Repaint door face	\$200	2023	7	231	40	82	126	172	221	272	325	56	115	177	242	310	382	457
- Replace external door/frame	\$350	2030	20	60	122	188	257	329	405	485	569	46	94	144	197	252	310	372
- Provision to replace balustrade/handrail fixings	\$120	2024	2	71	146	78	160	86	177	95	195	105	215	116	237	127	261	140
- Capital Replacement - General	\$520	2023	0	600	630	662	695	729	766	804	844	887	931	977	1026	1078	1131	1188
BASEMENT																		
- Replace exhaust/supply fans	\$7,200	2025	15	2908	5962	9168	883	1811	2784	3807	4880	6008	7191	8434	9739	11109	12548	14059
- Repaint columns	\$800	2030	10	136	279	429	587	752	926	1108	1300	168	345	531	725	930	1145	1370
- Provision to replace main garage door in 18 years (partial accrual)	\$2,650	2037	3	281	576	885	1210	1552	1910	2287	2682	3097	3532	3990	4470	4974	5504	6060
- Maintain/repair main garage door running gear	\$1,320	2025	15	533	1093	1681	162	332	510	698	895	1101	1318	1546	1785	2037	2300	2577
- Replace main garage door motor	\$2,000	2026	8	620	1272	1956	2674	414	848	1304	1783	2286	2814	3369	3951	611	1253	1927
- Replace stormwater pumps	\$3,600	2024	14	2130	4366	485	995	1529	2091	2681	3300	3950	4633	5349	6102	6892	7722	8593
DRIVEWAY																		
- Maintain driveway 20% of total	\$1,750	2033	5	232	475	730	999	1280	1576	1887	2213	2555	2915	3292	760	1559	2397	3277

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
EXTERNAL WORKS																		
- Maintain common pipework	\$1,800	2028	6	390	800	1230	1681	2155	2653	523	1072	1648	2253	2889	3556	701	1436	2208
- Ongoing partial maintenance of pathways 10% of total	\$875	2033	5	116	238	365	499	640	788	943	1106	1278	1457	1646	380	779	1198	1638
- Replace irrigation controller	\$500	2028	9	108	222	342	467	599	737	104	213	327	447	573	705	844	990	1143
- Replace irrigation water pump	\$800	2026	8	248	509	783	1070	165	339	522	713	914	1125	1347	1580	244	501	771
FENCING																		
- Provision to replace colorbond fencing in 27 years (partial accrual)	\$3,267	2037	6	346	710	1091	1492	1913	2355	2819	3306	3818	4355	4919	5511	6133	6786	7471
- Provision to replace timber fencing in 13 years (partial accrual)	\$1,188	2029	3	226	463	712	974	1248	1536	1839	675	1384	2129	782	1602	2464		
FURNITURE & FITTINGS																		
- Provision to replace mail boxes	\$910	2035	25	107	219	336	459	589	725	868	1018	1175	1341	1514	1697	1888	134	275
- Ongoing partial replacement of exterior lighting	\$290	2024	3	172	352	129	265	407	149	306	471	173	355	546	200	411	632	
- Provision to upgrade intercom systems & associated equipment	\$3,300	2025	15	1333	2732	4202	405	830	1276	1745	2237	2753	3296	3865	4464	5092	5751	6443
- Provision to replace door closer	\$140	2025	15	56	116	178	17	35	54	74	95	117	140	164	189	216	244	273
FIRE PROTECTION SYSTEMS																		
- Provision to replace portable fire extinguishers	\$600	2025	5	242	497	764	176	362	556	761	975	225	462	710	971	1245	287	589
- Install/Replace exit signage/emergency lighting	\$200	2025	3	81	166	255	94	192	295	108	222	341	125	257	395	145	297	457
ROOF																		
- Provision to replace guttering/downpipes in 22 years (partial accrual)	\$3,150	2035	3	369	756	1163	1590	2038	2509	3003	3522	4068	4640	5241	5872	6534	2399	4918

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
- Maintain metal roof fixtures/flashings	\$2,000	2027	5	508	1042	1602	2190	2808	649	1330	2045	2796	3584	828	1697	2610	3568	4574
STAIRWELL																		
- Repaint walls	\$2,700	2023	13	3119	332	681	1047	1431	1834	2258	2703	3170	3660	4175	4716	5284	5880	626
- Repaint ceiling	\$1,200	2023	13	1386	148	303	465	636	815	1004	1202	1409	1627	1856	2097	2349	2614	278
- Maintain tiles 10% of total	\$525	2028	3	114	233	359	490	629	774	284	583	896	329	674	1037	381	781	1201
- Repaint door face	\$400	2023	13	462	49	101	155	212	272	334	400	470	542	618	699	783	871	93
TOTAL ACCRUALS				11387	22362	20816	28120	36198	43417	54125	63816	76704	85610	95701	101846	107459	57933	56668

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

REPORT INFORMATION

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

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

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

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

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

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

AREAS NOT INSPECTED

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







ACT
PROPERTY
INSPECTIONS

6/105 Dooring Street,
Dickson ACT 2602

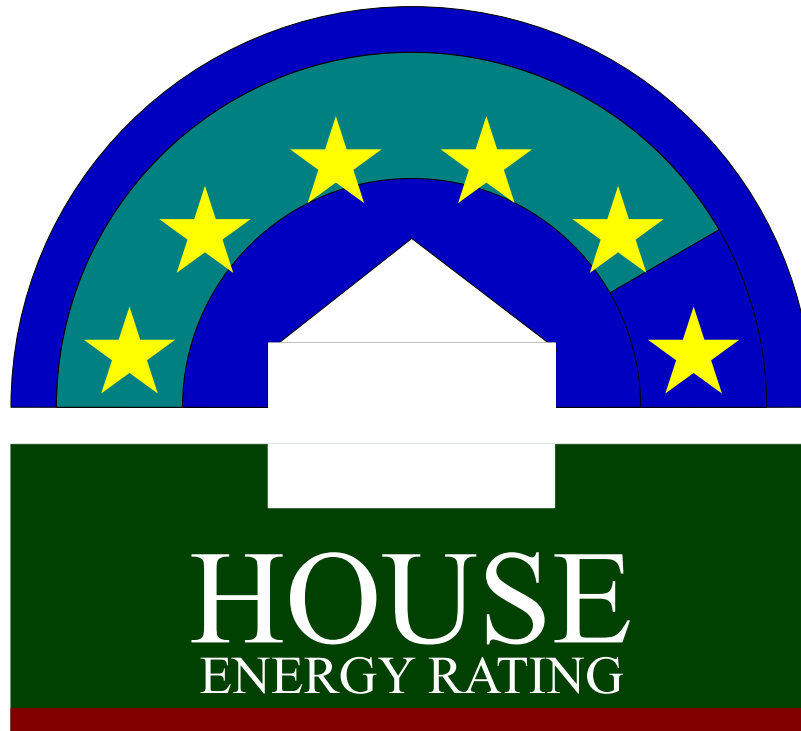
Report prepared: Monday, July 13th 2026

Energy Efficiency Rating
Insurance Certificates
Tax Invoice

Energy Efficiency Report



FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★ ★ ★ ★ ★ **5 STARS**
in Climate: 24 **SCORE: 7 POINTS**

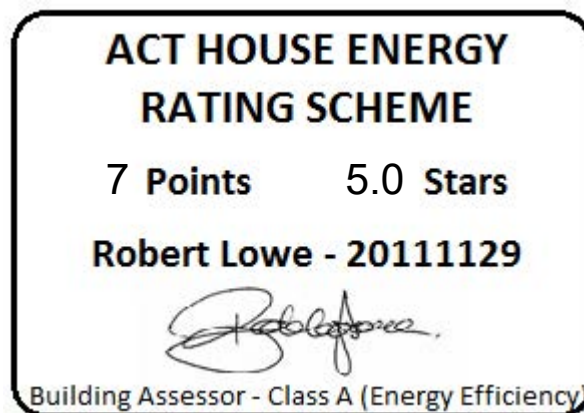
Name: Burlutsky

Ref No: 71072

House Title: Unit 6 Block 12 Section 10 DICKSON

Date: 13-07-2026

Address: 6/105 Dooring Street, Dickson ACT 2602



This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.

IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

Star Rating	POOR			AVERAGE				GOOD				V. GOOD
	0 Star	★		★★	★★★	★★★★	★★★★★	★★★★★	★★★★★	★★★★★	★★★★★	
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	7											
Potential	40											

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

Design options		Additional points
Change glass to Double Glazing	100 %	19
Change curtain to	Curtain w/Pelmets	13

ORIENTATION

Orientation is one of the key factors which influences energy efficiency. This dwelling will achieve different scores and star ratings for different orientations.

Current Rating	7	★★★★★
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Largest windows in the dwelling;

Direction : SSE

Area : 9 m²

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. South East	11	★★★★★☆☆
2. South	3	★★★★★☆☆
3. South West	-7	★★★★★☆☆
4. West	-11	★★★★★☆☆
5. North West	-10	★★★★★☆☆
6. North	2	★★★★★☆☆
7. North East	9	★★★★★☆☆
8. East	15	★★★★★☆☆

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 6 Block 12 Section 10 DICKSON, 6/105 Dooring Street, Dickson ACT 2602

Assessor's Name:

Net Conditioned Floor Area: 57.2 m²

Net Conditioned Floor Area: 57.2 m²				Points		
Feature				Winter	Summer	Total
CEILING				6	0	6
Surface Area: 0		Insulation: 6				
WALL				0	1	1
Surface Area: -5		Insulation: 6		Mass: 0		
FLOOR				22	-5	18
Surface Area: 16		Insulation: -2		Mass: 4		
AIR LEAKAGE (Percentage of score shown for each element)				6	0	6
Fire Place 0 %		Vented Skylights 0 %				
Fixed Vents 0 %		Windows 35 %				
Exhaust Fans 47 %		Doors 5 %				
Down Lights 0 %		Gaps (around frames) 14 %				
DESIGN FEATURES				0	1	1
Cross Ventilation 1						
ROOF GLAZING				0	0	0
Winter Gain 0		Winter Loss 0				
WINDOWS				-27	-25	-52
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
ENE	8	14%	-30	30	-15	-15
SSE	9	15%	-32	14	-9	-27
NNW	6	10%	-21	12	-2	-11
Total	23	39%	-82	55	-25	-52

* Air movement over glazing can significantly increase winter heat losses. SEAV recommends heating/cooling duct outlets be positioned to avoid air movement across glass or use deflectors to direct air away from glass.

The contribution of heavyweight materials to the window score is 0 points

			Winter	Summer	Total
RATING	★★★★★	SCORE	8	-28	7*

* includes 28 points from Area Adjustment

Detailed House Data

House Details

ClientName Burlutsky
HouseTitle Unit 6 Block 12 Section 10 DICKSON
StreetAddress 6/105 Dooring Street, Dickson ACT 2602
FileCreated 13-07-2026

Climate Details

State
Town Canberra
Postcode 2600
Zone 24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	Enclosed	No	Yes	No	Carp	R0.0	53.0m ²
2	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	12.0m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R2.0	24.1m	2.6m
2	Brick Veneer	No	R2.5	7.2m	2.6m
3	Framed: FC Sheet Clad	Yes	R0.0	8.9m	2.6m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
2	Attic - Low Ventilation	No	Yes	R4.0	65.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	ENE	2.4m	0.6m	No	SG	ALIMPR	VB	No	0.0m	0.0m	0.0m
2	ENE	2.4m	2.3m	No	SG	ALIMPR	VB	No	0.0m	0.0m	0.0m
3	NNW	2.4m	2.4m	No	SG	ALIMPR	VB	No	2.3m	2.3m	0.0m
4	SSE	2.4m	0.6m	No	SG	ALIMPR	VB	No	0.6m	0.6m	0.7m
5	SSE	2.4m	0.6m	No	SG	ALIMPR	VB	No	0.6m	0.6m	0.7m
6	SSE	2.4m	2.4m	No	SG	ALIMPR	VB	No	0.0m	0.0m	0.0m
7	ENE	2.4m	0.5m	No	SG	ALIMPR	VB	No	0.0m	0.0m	0.0m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
3	NNW	2.4m	2.4m	0.0m	0.0m	0.0m	0.0m	3.8m	0.4m	0.0m	0.0m
4	SSE	2.4m	0.6m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	0.6m	2.1m
5	SSE	2.4m	0.6m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	0.6m	0.7m
7	ENE	2.4m	0.5m	0.0m	0.0m	0.0m	0.0m	0.6m	0.0m	0.0m	0.0m

Zoning Details

Is there Cross Flow Ventilation ? Good

Air Leakage Details

Location Suburban
Is there More than One Storey ? No

Is the Entry open to the Living Area ?	No
Area of Heavyweight Mass	0m ²
Area of Lightweight Mass	0m ²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	3	0
Downlights	0	0
Skylights	0	0
Utility Doors	1	0
External Doors	1	0

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

Insurance Certificates & Tax Invoice



TO WHOM THIS MAY CONCERN

9th March 2026

Certificate of Currency

Dear Sir or Madam,

We, the undersigned Insurance Brokers acting on behalf of the Insured, hereby certify that the following described insurance is in force at this date.

TYPE OF INSURANCE: Professional Indemnity Insurance

INSURED: ACT Property Inspections Pty Ltd.

ADDRESS OF INSURED: Unit 1/33 Aintree Court, Phillip ACT 2606, Australia.

POLICY NUMBER: B0507OE2600060

PERIOD: From: 30th March 2026 to: 30th March 2027
At 4pm Local Standard Time at the Principal Address of the Insured.

LIMIT OF LIABILITY: AUD 5,000,000 in the annual aggregate inclusive of costs and expenses plus one reinstatement.

INSURERS: 100% Lloyd's of London

This letter is provided as a matter of information only and confers no rights on the holder. Our duties in relation to this insurance are to our client and we accept no duty of care or responsibility to you or any other third party and any liability to you or a third party is excluded. This letter does not amend, extend, or alter the coverage afforded by the policy, nor does it purport to set out all of the policy terms, conditions and exclusions. The policy terms, conditions, limits, and exclusions may alter after the date of this document or the insurance may terminate or be cancelled, and the limits shown may be reduced to pay claims. We have no obligation to advise you of any changes which may be made to the policy or to advise you of their cancellation or termination.

Issued on behalf of Price Forbes & Partners



Adam Power
Executive Director



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

Daniel Burlutsky
6/105 Dooring St
DICKSON ACT 2602
AUSTRALIA

Invoice Date
10 Jul 2026

Invoice Number
INV-71072

Reference
6/105 Dooring St, Dickson
ACT 2602, Australia

ABN
33 600 397 466

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Description	Quantity	Unit Price	GST	Amount AUD
Energy Efficiency Report	1.00	342.99	10%	342.99
ACTPLA - EER ESDD Lodgement Fee (no GST)	1.00	47.71	GST Free	47.71
Subtotal				390.70
TOTAL GST 10%				34.30
TOTAL AUD				425.00

Due Date: 20 Jul 2026

Payment Terms: 7 Day Account

Please pay within the payment terms to avoid an admin fee. Note: all bank/legal fees incurred in obtaining payment will be the customer's responsibility

Direct Deposit
BSB: 012084
Account Number: 194679655
Account Name: ACT Property Inspections Pty Ltd
Please reference your name and invoice number

Cheques - please make payable to ACT Property Inspections Pty Ltd

[View and pay online now](#)



**ACT
PROPERTY
INSPECTIONS**

RECEIPT

Daniel Burlutsky
6/105 Dooring St
DICKSON ACT 2602
AUSTRALIA

Payment Date
10 Jul 2026

Sent Date
14 Jul 2026

ABN:
33 600 397 466

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Total AUD paid	425.00
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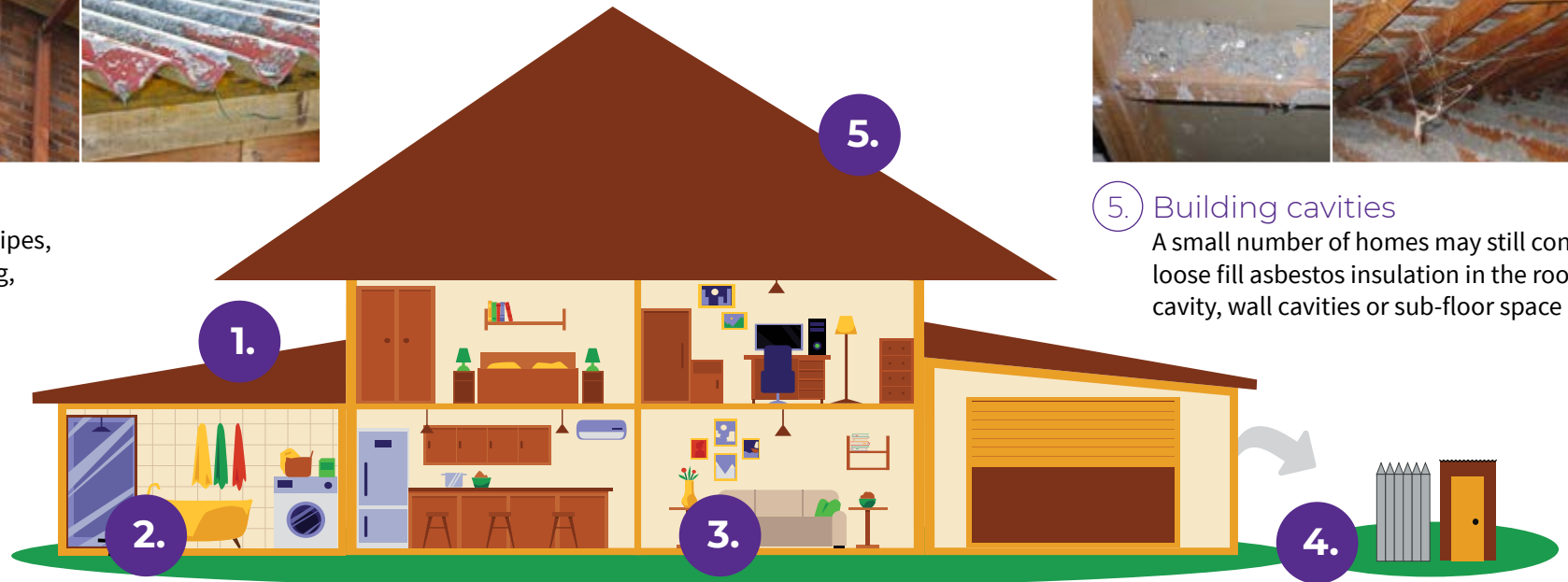
Invoice Date	Reference	Payment Reference	Invoice Total	Amount Paid	Still Owing
10 Jul 2026	INV-71072	Payment - INV-71072 Payment created via eWAY PayThis.	425.00	425.00	0.00
			Total AUD	425.00	0.00

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

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



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



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



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



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



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

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

Assess the risk

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

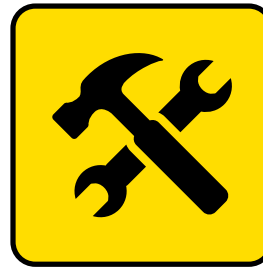
Asbestos materials become dangerous when:



Broken or in poor
condition



Damaged
accidentally



Disturbed during
renovation or repairs



Loose fill asbestos
insulation



Manage asbestos safely

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

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