

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		8	1610	30	100	NARRABUNDAH
		and known as 8/45 LEAHY CLOSE, NARRABUNDAH ACT 2604				
Seller	Full Name	Ada Cheung				
	ACN/ABN					
	Address	2/76 Hurley Street, MAWSON ACT 2604				
Seller Solicitor	Firm	JORDAN LAWYERS				
	Email	reception@jordanlawyers.com.au				
	Phone	(02) 6288 1821	Ref Irena Jordan			
	Address	PO Box 3145, WESTON ACT 2611				
Stakeholder	Name	HIVE PROPERTY (ACT) PTY LTD TRUST ACCOUNT				
	Firm	HIVE PROPERTY				
	Email	tom@hive.com.au				
	Phone	0468 771 763	Ref Tom Wiggins			
	Address	Level 1, 4 Campion Street, DEAKIN ACT 2600				
Restriction on Transfer	Mark as applicable	☒ Nil ☐ section 370 ☐ section 280 ☐ section 306 ☐ section 351				
Land Rent	Mark one	☒ Non-Land Rent Lease ☐ Land Rent Lease				
Occupancy	Mark one	☒ Vacant possession ☐ Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	All light fittings, window treatments, floor coverings & dishwasher as inspected				
Date for Registration of Units Plan						
Date for Completion On or before 30 days of the date hereof						
Electronic Transaction? ☐ No ☒ Yes, using Nominated ELN: PEXA						
Land Tax to be adjusted? ☐ No ☒ Yes						
Residential Withholding Tax	New residential premises?		☒ No ☐ Yes			
	Potential residential land?		☒ No ☐ Yes			
	Buyer required to make a withholding payment?		☒ No ☐ Yes (insert details on p.3)			
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		☐ No ☐ Yes			
	Clearance Certificates attached for all the Sellers?		☐ No ☐ Yes			

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

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

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- ☐ Proposed plan
- ☐ Inclusions list

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

- ☐ Inclusions list
- ☐ Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

Invoices

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

Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	0	% per annum
Interest rate if the defaulting party is the Buyer	10	% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$ 660	(GST inclusive)

Tenancy Summary

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

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

Name	Bridge Strata Management	Phone	(02) 6109 7700
Address	Level 1, 4/88 Woolley Street, DICKSON ACT 2602		

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

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

2. Terms of payment

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

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

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

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

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

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

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

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

3. Title to the Lease

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

4. Restrictions on transfer

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

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

5. Particulars of title and submission of transfer

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

6. Buyer rights and limitations

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

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

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

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

8. Adjustments

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

9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

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

12. Additional Seller obligations

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

13. Electronic transaction

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

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

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

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

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

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

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

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

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

13.4.1 each party must:

(a) bear equally any disbursements or fees; and

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

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

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

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

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

13.5.3 the parties must conduct the Electronic Transaction:

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

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

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

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

- the Stakeholder in trust for the Seller and the Buyer;
- (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
 - (d) the decision of the arbitrator is final and binding;
 - (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;
 - (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;
 - (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
 - (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.
- 18.3.2 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 8 UP No. 1610
Block 30 Section 100 Narrabundah
8/45 LEAHY CLOSE, NARRABUNDAH
ACT 2604

SPECIAL CONDITIONS

1. DEFINITIONS AND INTERPRETATION

“Clearance Certificate” means a certificate within the meaning of s14-220 of Schedule 1 to the TA Act that covers one or more days falling within the period from and including the contract date to Completion.

“Contract” means this contract including the Printed Terms, the Special Conditions, and any other annexures or attachments.

“Printed Terms” means the printed terms of the Law Society of the Australian Capital Territory, Contract for Sale of the land numbered 1 to 50 forming part of this Contract.

“Reports” means the Building and Compliance Inspection, Pest Inspection Report or any of them.

“TA Act” means the Taxation Administration Act 1953.

All the terms used in these Special Conditions and defined in the Printed Terms take their meaning from the Printed Terms.

2. AMENDMENTS TO STANDARD TERMS

- (a) Clause 2.3 – the word “cash” is deleted and replaced with “electronic funds transfer”.
- (b) Clause 2.6 – the words “or in cash (up to \$200)” are deleted.
- (c) Clause 5.2 is amended to delete the words “after the Date of this Contract” and replace it with “before the Date for Completion”.
- (d) Clause 8 – insert new clause 8.6 as follows “If Completion does not occur by the Date for Completion due solely to the delay or default of the Buyer, then the parties agree that the adjustments under this Clause be effected on the Date for Completion rather than the actual date for completion.
- (e) Clause 17.1.1 – delete “5%” and replace with “\$1,000.00”
- (f) Clause 17.1.2(b) – this clause is deleted in its entirety.
- (g) Clause 22.1.2 – insert “10%”
- (h) Clause 26 – delete clause 26.2.5 and insert in lieu; “sends it by email. A party’s email address is that contained in the Contract or which the lawyer or conveyancer for the party receiving the notice has most recently used to communicate with the party sending the notice. A notice sent by email is treated as given and received:
- (i) if delivered by 5:00pm on a business day – at the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender’s email; or
- (j) if delivered after 5:00pm on a business day or a day that is not a business day – on the next business day after the time (local time in

the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email."

3. ASBESTOS

- a) The Seller does not check for the presence of asbestos in any form in the Property or the Land and Buyers must rely wholly on their own enquiries as to whether any form of asbestos is present.
- b) The Seller gives no warranty that the Property or the Land is free of any form of asbestos, nor does the Building Inspector who prepares the Building and Compliance Inspection Report contained in the Contract.

4. REQUIRED DOCUMENTS AND NO CLAIM BY BUYER

The Buyer confirms having received and read the Required Documents and agree not to and is not entitled to raise any objection or requisition, make any claim for compensation or damages, delay completion or rescind or terminate this Contract in relation to or in connection with the Required Documents except in accordance with any rights available to the Buyer under the Sale of Residential Property Act.

5. CONDITION OF PROPERTY

Notwithstanding any other Clause or Special Condition in this property together with all buildings, improvements, fixtures and inclusions (if any) included in this sale are sold in their present condition and state of repair and subject to infestation and dilapidation and the Buyer acknowledges that he/she buys the same relying on his/her own inspection, knowledge and enquiries and that he/she does not rely on any warranties or representations made to him/her by or on behalf of the Seller.

The Buyer shall not call upon the Seller to carry out on any repairs whatsoever in relation to the property, improvements, fixtures and/or inclusions. The Seller shall not be responsible for any loss or damage, mechanical breakdown or fair wear and tear to the property, improvements, fixtures and/or inclusions which occur after the date hereof unless caused by any act or default of the Seller. No objection or requisition or claim for compensation shall be made by the Buyer on account of any latent or patent defect in the Land.

6. DEATH OR BANKRUPTCY

Without in any matter, negating, limiting or restricting any right or remedies which would otherwise be available at law or in equity apart from this Special Condition, it is agreed that if either party (and if more than one either one of them) prior to Completion:

- a) dies or becomes mentally ill; or
- b) being a Company, resolve to go into liquidation or has a petition for winding up presented against it or enters into a scheme of arrangements with its' creditors under the Corporations Act 2001, or if any liquidator, receiver or administrator is appointed,

then either party may rescind this Contract by notice in writing forwarded to the other party, in which case this Contract is at an end and Clause 21 applies.

7. WATER METER READING

If the Buyer or their Solicitor fails to provide the Seller's Solicitor with an Icon Special Reading Certificate for the property ("Water Reading") more than three (3) Business Days prior to the Date of Completion then no adjustment will be made on Completion for any amount shown on the Water Meter Reading and, notwithstanding Clause 8.4, the Buyer will not be entitled to retain any amount from the Price or adjust any amount shown in the Water Reading.

8. BUYER PAYS FOR REPORTS

In accordance with the Sale of Residential Property Act (and even if there is no Invoice for the cost of any or all of the Reports) the Buyer must pay to the Seller the cost of the Reports by way of adjustment on Completion.

9. INCONSISTENCIES

If any inconsistencies arise between these Special Conditions and the Printed Terms, the provisions of these Special Conditions prevail.

10. DEPOSIT BY BOND OR DEFT AUCTION PAY

10.1 The deposit set out on the front page of this contract may be paid by bond or guarantee in accordance with the following conditions:

- a) In this Contract, the "Bond" means Bond issued to the Seller at the request of the Buyer by a bank or financial institution and in, and to the effect of, the form annexed hereto and marked "A".
- b) Subject to paragraphs (c) and (d) below, the delivery of the Bond upon or before the making of this contract, to the person nominated in this Contract to hold the deposit, shall, to the extent of the amount guaranteed under this Bond, be deemed for the purposes of this Contract to be payment of the deposit in accordance with this Contract.
- c) The Buyer shall pay the amount stipulated in the Bond to the Seller in cash or by unendorsed bank cheque on completion of this Contract or at such time as may be provided for the deposit to be accounted for to the Seller.
- d) If the Seller serves on the Buyer a notice in writing claiming to forfeit the deposit then, to the extent that the amount has not been paid by the Guarantor under the Bond, the Buyer shall forthwith pay the deposit (or so much thereof as has not been paid) to the person nominated in this Contract to hold the deposit.
- e) The Seller acknowledges that payment by the Guarantor under the Bond shall, to the extent of the amount paid, be in satisfaction of the Buyer's obligation to pay the deposit under paragraph (d) above

10.2 Clause 52 of the Contract is amended as follows:

- 10.2.1 Insert the words 'or by DEFT Auction Pay' after the words 'by cheque' in the clause 52.3.1;

- 10.2.2 Insert the word 'or' after 'on first presentation', in clause 52.5.2;
- 10.2.3 Insert a new clause 53.5.3 as follows:

“52.5.3 paid by DEFT Auction Pay but the First Instalment of the Deposit is not received as cleared funds into the trust account of the Stakeholder by 5.00pm on third business day following the date of this Contract”
- 10.3 If the First Instalment of the Deposit is paid by DEFT Auction Pay and at any time:
 - 10.3.1 prior to Completion, there is any reversal of any amount paid by this method such that it effectively becomes unpaid. Then the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer and clause 19 applies. If the Seller does not terminate this contract in accordance with this clause, then this Contract pursuant to this clause or waives the benefit of this clause in writing;
 - 10.3.2 following Completion and prior to the Stakeholder releasing the First Instalment of the Deposit to the Seller (or as the Seller directs), then the amount of the First Instalment of the debt immediately due and owing by the Buyer to the Seller together with interest at 15% per annum with interest to be calculated from and including the date of the Completion to and including the date upon which the amount equivalent to the First Instalment of the Deposit (together with all interest owing thereon) is paid to the Seller by way of a bank cheque.

11. DIRECTOR'S GUARANTEE

I/We, (name of Director/s) _____ of (address) _____
_____ agree as follows

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

Dated this _____ day of _____ 20____

Signed sealed and delivered by _____

Signature/s

Capacity

In the presence of:

Signature of Witness

Name of Witness in full

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

12. KEYS

The Seller will supply all keys in the Seller's possession or control that exist at the date of this Contract in respect of the Property, to the Buyer on Completion. The Buyer will make no Objection, requisition, claim for compensation, or delay Completion whatsoever in relation to any keys provided or not provided by the Seller to the Property.

13. ERROR ADJUSTMENT

The parties agree to adjust all usual outgoing and all amounts under the contract on settlement. However, if any amount is incorrectly calculated, overlooked or an error is made in such calculations, the parties agree to correct such error to reimburse each other accordingly after settlement. This clause shall not merge on completion.

SHUTDOWN PERIOD CONDITIONS

1. SHUTDOWN PERIOD

1.1 Definitions

Unless the context indicates otherwise, each word or phrase defined in this clause 83 has the meaning given to it in this clause 1.1.

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

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

WHO means the World Health Organisation.

1.2 Shutdown period

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

1.2.1 when any of the following is closed:

- a) the ACT Law Society settlements room;
- b) the bank or financial institution of the Seller from whom the Seller must obtain a discharge of mortgage in order to complete this Contract;
- c) the bank or financial institution of the Buyer from whom the Buyer is obtaining funding in order to complete this Contract;
- d) the place of business of the Seller's solicitor;
- e) the place of business of the Buyer's solicitor;
- f) the ACT Land Titles Office; or
- g) the ACT Revenue Office,

in accordance with any direction by a Government Department or Authority or company policy; or

1.2.2 when the Buyer or the Seller is not able to attend any of the places of business listed in clause 1.2.1 due to being Isolated,

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

2. NOTICE OF CLOSURE

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

3. COMPLETION EXTENDED

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

4. EXTENSION OF NOTICE TO COMPLETE

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

5. EXTENSION OF OTHER NOTICE

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

6. PAYMENT OF DAMAGES

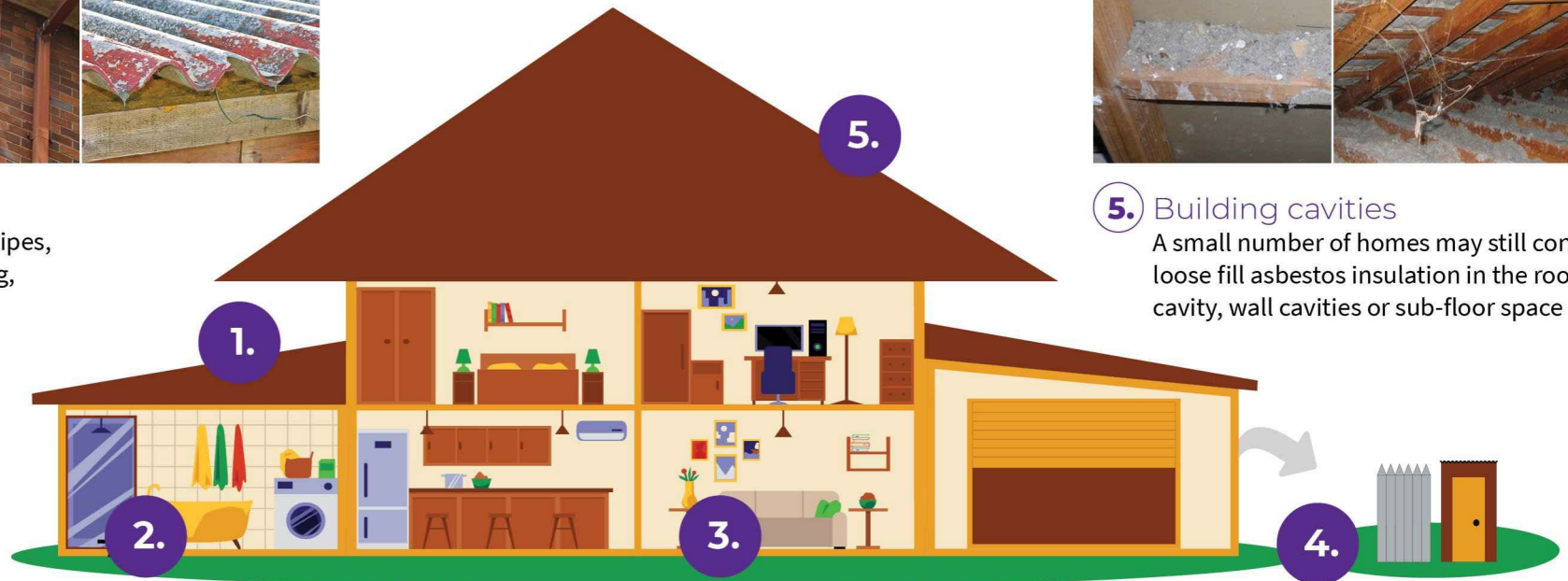
If this Contract includes any term requiring one or both of the parties to pay damages for any delay in Completion, no damages shall be payable by either party for any period during the Shutdown Period.

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

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



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



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



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



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



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

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

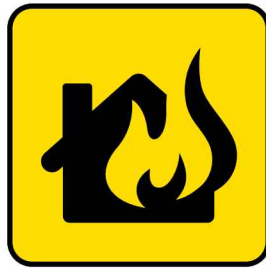
Assess the risk

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

Asbestos materials become dangerous when:



Broken or in poor
condition



Damaged
accidentally



Disturbed during
renovation or repairs



Loose fill asbestos
insulation



Manage asbestos safely

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

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

Volume 1519 Folio 58 Edition 3

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Narrabundah Section 100 Block 30 on Deposited Plan 8435 with 28 units on Unit Plan 1610

Unit 8 (Class A) entitlement 363 of 10000, 4 subsidiaries

Lease commenced on 12/06/1997, terminating on 02/11/2092

Proprietor

Ada Cheung

Address not available

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
11/09/2001	1224799	Mortgage to COMMONWEALTH BANK OF AUSTRALIA

End of interests

Volume 1519 Folio 50 Edition 1

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Narrabundah Section 100 Block 30 on Deposited Plan 8435 with 28 units on Unit Plan 1610

Lease commenced on 12/06/1997, terminating on 02/11/2092

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 1610

City Strata Management PO BOX 6248 O'Connor 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
22/11/2007	1554153	Application to Note Special Resolution
26/11/2012	1831791	Application to Note Special Resolution
02/07/2013	1867774	Change of Address
20/12/2017	2122500	Change of Address

End of interests

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



SR1554153

12/11/2007 12:31:50 LYNG

1554153



SR

Form 094

SPECIAL RESOLUTION

Proprietors Body Corporate
C/O BOX 1539
CANBERRA Box Number 2601

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

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

1. LAND

Vol:Fol	District/Division	Section	Block
1519.50.1	NARRABUNDAN	100	30

2. UNITS PLAN NUMBER

UNIT PLAN 1610

3. DETAILS OF AMENDMENT

ADDITIONAL ARTICLE 6

4. SUPPORTING DOCUMENTATION

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

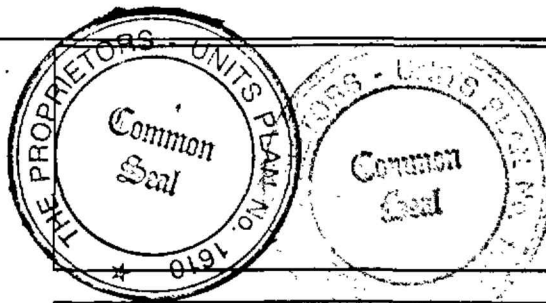
5. DATE

24 NOVEMBER 2007

6. EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL

Executed by

Affixed in the presence of



By being signed by:

Signature *Lorraine Henderson*
Full Name (Block Letters) **LORRAINE HENDERSON**
Address **38 LONGSTAY VILLAGE SYMONSTON**
Office Held **BODY CORPORATE MANAGER**

Signature *Geraldine Jones*
Full Name (Block Letters) **GERALDINE JONES**
Address **37 HANRAHAN CRESCENT DUNLOP**
Office Held **ADMINISTRATION OFFICER**

7. OFFICE USE ONLY

Lodged by	<i>SW</i>	Certificates Lodged	
Data Entered by	<i>U</i>	Attachments Lodged	<i>ANNEXURE</i>
Examined by	<i>DN</i>	Certificate of Title Lodged	<i>N/A</i>
Registered by		Registration Date	22 NOV 2007

**MINUTES OF A REDUCED QUORUM ANNUAL GENERAL MEETING
UNITS PLAN 1610 – 'CLAREMONT'**

- Held:** Independent Body Corporate, 1st Floor, Ethos House, 28-36 Ainslie Avenue, Canberra City
Thursday 25 October 2007 at 5.30pm
- Present:** Ms D Gordon (Unit 3), Mr M Vanderheide (Unit 9), Mrs N Coulson (Unit 10), Mr M Willis & Mr A Schloeffel (Unit 26), Mr N McColl (Unit 27) with Mrs L Keane (Independent Body Corporate)
- Chair:** A Schloeffel chaired the meeting
- Apologies:** Mr I Squires (Unit 1), Mr J Hare & Ms M Kroon (Unit 16), Mr P Langford (Unit 18), Mrs J McColl (Unit 27)
- Proxies:** Mr I Squires representing Isaacs Property Investment Pty Limited (Unit 1), Mr W Sims (Unit 19), Mr & Mrs H Chan (Unit 23) appointed the Chair, Mr J Hare & Ms M Kroon (Unit 16) appointed I Squires or the Chair, Mr P Langford (Unit 18) appointed L Keane or the Chair
- Quorum:** A quorum was not present however; the meeting proceeded with a Reduced Quorum (Section 99 of the Unit Titles Act).

SECRETARIAL NOTE: Owners are advised that under the Unit Titles Act 2001 (S.101) Reduced Quorum Decisions take effect 21 days after the date of this meeting. A reduced quorum decision is only disallowed if within 21 days after the decision was made, the owners corporation is give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.

Please Note – The levies for the first quarter will not be sent with these Minutes but will be posted after the 21 day period.

Minutes of the Previous Annual General Meeting:

The minutes of the Annual General Meeting of 24 October 2006 had been distributed to all owners.

MOTION 1: It was moved M Willis, seconded N Coulson, that the minutes of the previous annual general meeting be accepted. **CARRIED**

Business Arising from Minutes:

Swimming Pool

As requested, alternate quotes were sought and the Executive Committee agreed on the services provided by Swimart Erindale.



Slippery Pathway

The Executive Committee had agreed not to proceed with any action at this point.

Sinking Fund Adequacy

The Executive Committee agreed to increase the sinking fund budget after the first year of the painting contract.

Insurance:

The Managing Agent advised that the current building cover is \$12,450,000.00. The meeting agreed to increase the cover as suggested by the insurer on renewal.

Financial Report:

The financial report had been circulated to all owners. The financial statements show a balance of \$16,929.00 in the Administration Fund and \$94,177.09 in the Sinking Fund. The Cheque Account balance shows \$27,583.14, Accounts Receivable (amount of levies in arrears less levies paid in advance) of \$870.57, Unidentified Monies (Levies paid but unaccounted to individual Unit/s) of \$1,857.02 and \$86,011.92 in the Investment Sinking Fund Account. The Managing Agent advised that the Accounts Receivable is owed by the owners of Units 7 and 15 to the amount of \$453.49 and \$413.46 respectively. The meeting agreed that final letters be sent to these Unit Owners. ***All Owners are asked to check their payments and if they have made payments which do not appear on their levy notice, then to contact the Managing Agent with proof of payment i.e. banking receipt.***

It was agreed that the amount of Unidentified Monies carried over for 2 years (\$1,857.02) would be transferred to the Sinking Fund after 30 days if no claim was made

MOTION 2: It was moved N Coulson, seconded M Vanderheide, that the financial statements be accepted as presented. **CARRIED**

Budget Debate:

The Managing Agent read through the Proposed Budget.

MOTION 3: Special Resolution: It was moved N Coulson, seconded M Vanderheide that the proposed Administration Fund budget of \$32,000.00 and Sinking Fund of \$13,000.00 be adopted. Also, that the corporation determine a levy equal to the approved budget for the twelve month period, commencing 1 October 2007, and to be contributed in accordance with the unit entitlements and at quarterly, being 1 December, 1 March, 1 June, 1 September. **CARRIED**

Appointment of Managing Agent:

MOTION 4: It was moved N Coulson, seconded N McColl, that Independent Body Corporate is appointed managing agent until the next annual general meeting. **CARRIED**



Addition to Articles:

The Managing Agent explained that by adopting this Article Change, it was formalising the process already in place and was not only for debt recovery but for all legal costs.

MOTION 5: Special Resolution: It was moved M Willis, seconded D Gordon that the following clause be inserted into the Articles of the Owners Corporation as Article 6:

- 1.1 If an Owner's 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 Owner's Corporation the amount of the legal fees or other costs incurred by the Owner's Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.
 - 1.2 The Unit holder agrees that any monies which are payable pursuant to Clause 1.1, shall be a debt enforceable by the Owner's Corporation against the Unit holder.
 - 1.3 The legal fees and other costs payable in accordance with Clause 1.1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owner's Corporation. For the avoidance of doubt any legal fees or other costs incurred by the Owner's Corporation which can not be evidenced by a written invoice as due and payable shall not form part of an will not be recoverable against in accordance with Clause 1.1.
- CARRIED**

Election of Committee:

The following owners were elected to form the Executive Committee.

Ian Squires, Deborah Gordon, Michael Vanderheide, Nola Coulson, John Hare, Peter Langford and Neil McColl

Max Willis was thanked for his work while a member of the Executive Committee.

General Business:

Swimming Pool Service

It was agreed that the summer service of the swimming pool is to commence on 1 October each year.

Garage Sliding Gate

The garage sliding gate had failed to operate and ACT Doorland advised that two of the drive rack sections were damaged and irreparable. A quote had been forwarded to

1. Replace the two damaged drive rack sections at a cost of \$264.00
2. Replace the entire drive rack at a cost of \$539.00

The meeting agreed to replace the entire drive rack. The Managing Agent was asked to arrange this as a matter of urgency due to the security of the garage.

Leahy Close Parking

Concerns were expressed at the unsightly condition of the nature strip of 'The Crescent' complex. It was requested that the Managing Agent draft a letter to the Managing Agent of 'The Crescent' outlining the concerns. Once the letter is drafted, it is to be forwarded to the Executive Committee for approval.



Garage Security

The security of the garage was discussed at length with a decision being made for quotes to be sourced to replace the current inadequate bars with a more secure product. The Managing Agent to provide N McColl with contact details of two contractors as he agreed to co-ordinate the quotes.

Gardens

J Hare had requested (by e-mail) that consideration be given to the gardening work as quoted by Hi-Class Services at a cost of \$1,895.00. The e-mail noted that a commitment had not been made by the Executive Committee when the quote had been circulated. He stated that unless the gardens are maintained, and this includes a program for replacing the dead or dying plants, a large landscaping expense will occur in the future. The meeting agreed that the Managing Agent contact Hi-Class Services and request an amended quote. Approval was given for the Managing Agent to accept the amended quote if the increase is not too great.

Irrigation System

The Managing Agent was asked to arrange for the gardener/caretaker to inspect and repair the dripper irrigation system.

Complex Painting

P Langford expressed concerns (by e-mail) that in his opinion, the painting contractor is not cleaning the building service as per the contract. The Managing Agent advised that she had contacted Programmed Maintenance Service and forwarded Mr Langford's concerns to them. PMS responded that the contract is being followed. Discussion took place regarding this matter and it was agreed that as the contract was for a 7 year period, it would not be in PMS's best interest to not follow the contract. The meeting asked the Managing Agent to advise the contractor that the work is being monitored.

Garbage Enclosure

Concerns were expressed at the state of the garbage enclosure and the lack of respect shown by some residents in the way they utilise the waste and recycling receptacles. The Managing Agent was asked to write to all Owners and Residents requesting that more courtesy is shown to all residents at 'Claremont' in the way that the receptacles are used. If the situation is not resolved, then extra services will be introduced with the cost of this being borne by Unit Owners who will no doubt pass on the cost to tenants (where applicable).

Meeting closed at 6.45pm



**ACT**

Government

Justice and Community Safety

OFFICE OF F
ACT Justice and Commu

SR\$1831791

21/11/2012 09:19:32 SIZEJ

1831791**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
1519:50	NARRABONDAR	100	30	1610

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	Signature
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	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		
Registered by	Registration Date	26 NOV 2012

Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

Part A - Details of reduced quorum decisions

A1 - The Owners Units Plan No: 1610

A2 - Annual General / General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on: *Monday, 29 October, 2012*

Tick applicable box, or both boxes if applicable:

☒ **Regularly convened** - The Annual General / General meeting was regularly convened (not following any adjournment under Schedule 3.9 (3) of 6 (a), Part 3.1, Schedule 3 of the Unit Titles (Management) Act 2011).

☐ **Convened After Adjournment** - The Annual General / General meeting was convened following an adjournment or adjournments (under Schedule 3.9 (3) of 6 (a), Part 3.1, Schedule 3 of the Unit Titles (Management) Act 2011).

A3 - Reduced Quorum Decisions

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

Date of decision: *Monday, 29 October, 2012*

Full text of reduced quorum decision (See attached Minutes)

A4 - Owners Corporation Declaration

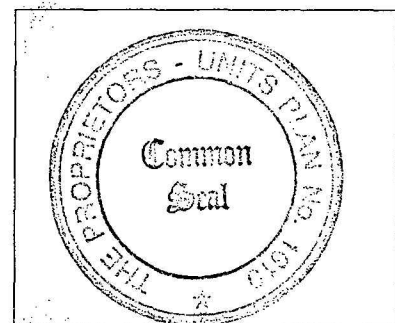
The information in this notice has been recorded on the following date from details shown in the records of the Owners Corporation.

Dated: *Thursday, 1 November, 2012*

Signature:

George

Designation: Body Corporate Manager



Seal

AF2012-112 made under the Unit Titles (Management) Act 2011, s.146

**MINUTES OF A REDUCED QUORUM ANNUAL GENERAL MEETING
UNITS PLAN 1610- CLAREMONT**

Held: Monday, 29 October, 2012 at 5.30pm
Independent Body Corporate offices

Present: Ms A Cheung (Unit 8), Mr P Langford (Unit 18), Mr C Scally and Mrs J Finch-Scally (Unit 19), Mr A Schloeffel (Unit 26), Ms C Fenwick and Mrs D George representing Independent Body Corporate Services

Proxies: Mr M Vanderheide (Unit 9), Mrs N Coulson (Unit 10), Mr H Chan and Mrs J Chan (Unit 23), Mr T Ellis (Unit 28)

Apologies: Mrs N Coulson (Unit 10) and Mr T Ellis (Unit 28)

Chair: Ms Julie Finch-Scally chaired the meeting

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

***Secretarial Note** – Owners are advised that under the Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 21 days after the decision was made, the Owners Corporation is to give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.*

MINUTES OF PREVIOUS ANNUAL GENERAL MEETING -

The minutes of the Annual General Meeting dated Monday, 31 October, 2011 had been distributed to all owners.

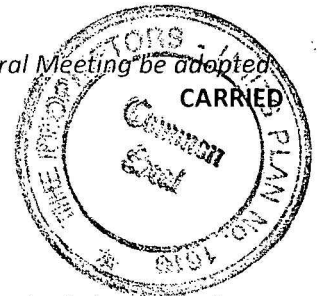
MOTION 1: *It was resolved that the Minutes of the previous Annual General Meeting be adopted*

MATTERS ARISING FROM MINUTES - Nil

INSURANCE –

Those present agreed that the cover appeared adequate with the proviso that Contents Insurance is removed as there are no common property items to be covered as contents. It was requested that the Managing Agent obtain quotes for increasing Public Liability to \$20,000,000 to be forwarded to the Executive Committee for further instruction.

The Managing Agent advised that the previous Building Insurance Valuation was obtained in 2004 and tabled quotes for this to be reviewed to ensure that the building is correctly valued and therefore



adequately insured. The Managing Agent was asked to confirm CBRE 's price for providing a Building Insurance Valuation due to the difference between their quote and QIA's quote. Once received these will be forwarded to the Executive Committee for decision.

MOTION: *It was resolved that the Owners Corporation authorise the Executive Committee to accept a quote for and to proceed with obtaining a new Building Insurance Valuation*
CARRIED

Secretarial Note - Once obtained the report will be circulated to all owners.

MOTION 2: *It was resolved that the Owners of UP1610 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: *That the level of insurance be increased annually upon renewal to the figure as suggested by the insurer.*
FAILED

MOTION 3(i): *It was resolved that the level of insurance be increased or decreased upon renewal to the figure as suggested by the insurer subject to the Insurance Valuation received.*
CARRIED

FINANCIAL REPORT -

The financial report had been circulated to all owners. The financial statements showed a balance of \$3,419.08 in the Administrative Fund and a balance of \$134,290.59 with \$60,874.00 available in the Cheque Account. It was also noted that units 4, 6, 10, 14, 22, 23 and 25 had paid their levies up to date.

MOTION 4: *It was resolved that the financial statements be accepted as presented.* **CARRIED**

INVESTMENT OF FUNDS -

It was agreed that \$30,000.00 from the Sinking Fund be invested into the existing term deposit at the best rate available.

MOTION 5: **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 1610.*
CARRIED

BUDGET DEBATE ADMINISTRATIVE FUND -

MOTION 6: *It was resolved that the proposed Administrative Fund budget of \$60,900.00 (plus GST) be adopted.*
CARRIED

ADMINISTRATIVE FUND LEVY CONTRIBUTION -

MOTION 7: *It was resolved that the corporation determine a levy equal to \$60,000.00 (plus GST) for the 12 month period, commencing 1 October, 2012 and to be contributed to in accordance with the unit entitlements and at quarterly intervals, being 1 December, 2012 then 1 March, 1 June and 1 September, 2013.*

CARRIED

BUDGET DEBATE SINKING FUND -

MOTION 8: *It was resolved that the proposed Sinking Fund budget of \$35,000.00 (plus GST) be adopted.*

CARRIED

SINKING 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 October, 2012 and to be contributed to in accordance with the unit entitlements and at quarterly intervals, being 1 December, 2012 then 1 March, 1 June and 1 September, 2013.*

CARRIED

STRATA MANAGEMENT AGENCY AGREEMENT -

MOTION 10: *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

Secretarial Note –A copy will then be forwarded to the nominated owner Mr P Langford (Unit18) and a copy retained by the Managing Agent.

ELECTION OF COMMITTEE

The following Owners were elected to stand as Executive Committee Members until the next Annual General Meeting: Ms A Cheung (Unit 8), Mr P Langford (Unit 18) and Mr C Scally (Unit 19)

MOTION 11: *It was resolved that the Owners Corporation of Units Plan 1610 agree to appoint 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting.*

CARRIED

RULE AMENDMENTS AND ADDITIONS

After discussion it was agreed to adopt the default rules as per the following.

MOTION 12: **Special Resolution:** *It was resolved that the Owners Corporation of Units Plan 1610 adopt the Default Rules of the Unit Titles (Management) Act 2011.*

CARRIED

MOTION 13: **Special Resolution:** *It was resolved that Rule 4 of the Default Rules be amended to read as per attachment A.*

CARRIED



MOTION 14: **Special Resolution:** *It was resolved that Rule 11 of the Default Rules be amended to include Clause 2(a) and reads as per attachment A.* **CARRIED**

MOTION 15: **Special Resolution:** *It was resolved that the additional Rule (Rule 12) be inserted into the Default Rules as follows and that all costs for registering being expended from the Administrative Fund.*

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.

CARRIED

Secretarial Note – For your records, please find affixed a copy of the Default Rules as “Attachment A”.

GENERAL BUSINESS –

Painting contract

There was some concern expressed regarding the on-going painting maintenance schedule. The Owners Corporation requested that the Managing Agent verify that the work is being undertaken to expected standards and to check on the amount paid as there was concern that the amount paid was higher than the forecast amount. The Managing Agent will review the expiry date of the painting forecast. Mr P Langford advised that he is the point of contact each October has not been contacted for a walk around and is concerned that the inspection has not yet been undertaken for 2012. It was requested that the Managing Agent ascertain the status of all of the above and advise accordingly.

Balcony Works

The Owners Corporation directed the Managing Agent to accept the Reliance quote over RnB Solutions as it was agreed that RnB were taking too long to undertake repairs to the balcony of Unit 10. The Managing Agent advised that the Owners Corporation would be invoiced for their initial investigations. The new committee members requested that a copy of the Balcony Report from RnB Solutions and Reliance Building be forwarded.

Paving

The Executive Committee advised that the stencilled concrete around the southern side of the building was extremely slippery and required rectification work to ensure the surface was safe for pedestrian traffic. The Owners Corporation requested that the Managing Agent have this area reviewed and quoted for repairs. Mr P Langford to be the site contact.

Lighting

The Managing Agent was asked to obtain a quote from Maritex for the installation of an appropriate affixed light for the common area on the corner at Unit 17.

Rubbish

The Managing Agent was asked to provide signs reading "NO DUMPING – FINES APPLY" for prominent display on the external wall of the rubbish area.

Expression of thanks

Gratitude was extended to Mr Andrew Schloeffel for his involvement as an Executive Committee Member in the past and those present thanked him for the time he has given to this role for the benefit of the Claremont complex.

Meeting closed at 6.45pm



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 2001, 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 Owner Corporation without following the procedure in Rule 11.1



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.

II
100
DP 5812

37 DP 8360 100

38

X 14687

100

100

29

5009 m²

27

2385 m²

39

56 m²

DP 8398

30

5349 m²

23

100

DP 8398

100

X 14686

DIAGRAM A
NOT TO SCALE

LEAHY CLOSE

DIAGRAM B
NOT TO SCALE

LEAHY CLOSE

DIAGRAM C
NOT TO SCALE

LEAHY CLOSE

DIAGRAM D
NOT TO SCALE

REFERENCE MARKS

- ⊙ Denotes GIP in road 1.83 radially from T.P.
- ⊙ C.B. 1.83 T.P.
- ⊙ " PLAQUE IN KERB (UN-COORDINATED)
- ⊙ " DEEP DRIVEN ROD
- ⊙ " DH&W IN KERB
- (Except as otherwise shown)

NOTE:

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

Azimuth: A-B (Strom)

Field Books:

I, JAMES WILBUR SAWKINS OF J.R. VAUGHAN, BURTON & ASSOC PTY LIMITED, CANBERRA, a surveyor registered under the Surveyors Act 1967 hereby certify that the survey represented on this plan is accurate and has been made (1) by me (2) under my immediate supervision in accordance with Survey Practice Directions 1987 and was completed on 1ST OCTOBER 1993

(Signature) *James Wilbur Sawkins* 5-10-93
Surveyor registered under the Surveyors Act 1967

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

Ernie Ly 25.10.93
Chief Surveyor of the ACT Government

PLAN OF

BLOCKS 27-30, 39 & 40 SECTION 100
BEING A PART SUBDIVISION OF BLOCK 22

DIVISION: NARRABUNDAH
DISTRICT: CANBERRA CENTRAL
AUSTRALIAN CAPITAL TERRITORY

SCALE 1: 500

0 5 10 20 30 METRES

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the FIFTEENTH day of NOVEMBER 19 93 at minutes past TWO o'clock in the AFTER noon

Approved *[Signature]* Registrar of Titles

DEPOSITED PLAN
8435

AMENDS DP 8398

X 14685

80387/1

UNITS PLAN No. 1610

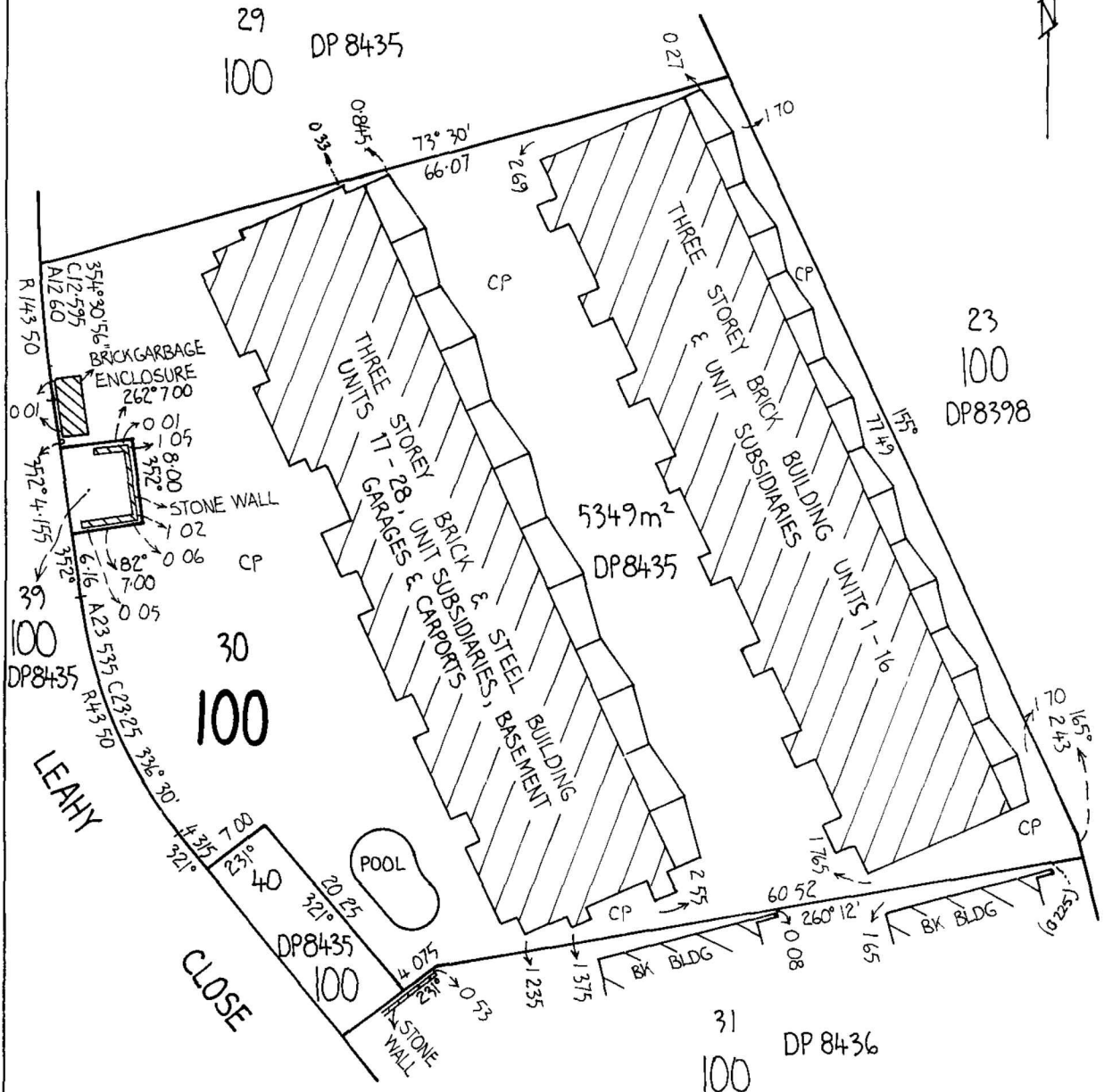
BLOCK 30

SECTION 100

DIVISION OF NARRABUNDAH

CLASS "A" UNITS

SITE PLAN



(1) Graphic
Bar Scale

P. Sell
Registered Surveyor



Applicant

S. A. Messer
SUSAN ANN MESSER
Delegate of the Chief Minister

260910X
XDP16096

FORM 1

Real Property (Unit Titles) ~~Ordinance~~ ^{Act} 1970

UNITS PLAN NO. 1610

Block 30 Section 100 Division of NARRABUNDAH
 Register Book Volume 349 Folio 38 Deposited Plan No 8435

Address of the Corporation for service of documents INDEPENDANT BODY CORPORATE
777 CITY WALK, CANBERRA CITY ACT 2601

I, PETER JOHN SUTER of JOHN RAY & ASSOC P/L CONSULTING
SURVEYORS GPO BOX 485 CANBERRA ACT 2601
 a surveyor registered under the Surveyors ~~Ordinance~~ ^{Act} 1967, hereby certify that

1. the survey represented on this plan is accurate and has been made by me or under my immediate supervision, in accordance with the Survey Practice Directions 1987 and was completed on 6-5-97
2. the diagram on sheet(s) 1, 5-12 shows
 - (a) the boundaries of the abovementioned parcel of land,
 - * (b) the boundaries of each unit that is a Class B unit as defined in the Unit Titles ~~Ordinance~~ ^{Act} 1970 into which the parcel is to be subdivided;
 - # (c) the boundaries at ground level, or projected to ground level, of the extremities of each building or building in the course of erection on the parcel.
- #3. each building or building in the course of erection on the parcel is wholly within the parcel
- #4. where part of a wall or part of a building or material attached to either encroaches beyond the boundaries of the parcel.-
 - (a) all units and unit subsidiaries shown in the diagram are wholly within the parcel,
 - (b) the diagram clearly indicates the existence of the encroachment and its nature and extent, and
 - (c) where the encroachment is onto land, other than a public place within the meaning of the Roads and Public Places ~~Ordinance~~ ^{Act} 1937, that an appropriate easement has been granted and registered as an appurtenance to the parcel.

Dated this 7th day of MAY 1997.

P. S. SUTER
 Surveyor, Registered under the
 Surveyors ~~Ordinance~~ ^{Act} 1967

* Delete if not applicable

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

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

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

Dated this Fourth day of June 1997

S. A. MESSER
 SUSAN ANN MESSER
 Minister for the Arts, Sport, the
 Environment, Tourism and Territories
 Delegate of the Minister

Registered by me on the twelfth day of June 1997
 at o'clock in the fore noon, the number allocated to
 the Units Plan being 1610

The terms of the leases of the units and the lease of the common property expire on the 2nd
 day of November 2092.

Robertson
 SROV
 DEPUTY REGISTRAR

Registrar of Titles



SCHEDULE OF UNIT ENTITLEMENTS

UNITS PLAN No. 1610

DISTRICT/DIVISION NARRABUNDAH SECTION 100 BLOCK 30

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	CERTIFICATE OF TITLE	
			VOLUME	FOLIO
1	360	4	1519	51
2	356	4	1519	52
3	343	3	1519	53
4	343	4	1519	54
5	343	4	1519	55
6	343	4	1519	56
7	343	4	1519	57
8	363	4	1519	58
9	363	4	1519	59
10	343	4	1519	60
11	343	4	1519	61
12	343	4	1519	62
13	343	4	1519	63
14	356	4	1519	64
15	356	4	1519	65
16	356	4	1519	66
17	368	3	1519	67
18	360	3	1519	68
19	360	3	1519	69
20	351	4	1519	70
21	376	3	1519	71
22	384	3	1519	72
23	384	3	1519	73
24	377	3	1519	74

Aggregated



Applicant

Column 1 above is the schedule of unit entitlement approved for the subdivision.

Dated this fourth day of June 19 97.

S. A. MESSER
SUSAN ANN MESSER
Delegate of the Minister

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

Register Book Volume 1519 Folio 50

[Signature]
DEPUTY REGISTRAR GENERAL

Registrar of Titles

DISTRICT/DIVISION.....NARRABUNDAH.....SECTION.....100.....BLOCK.....30.....

[illegible]

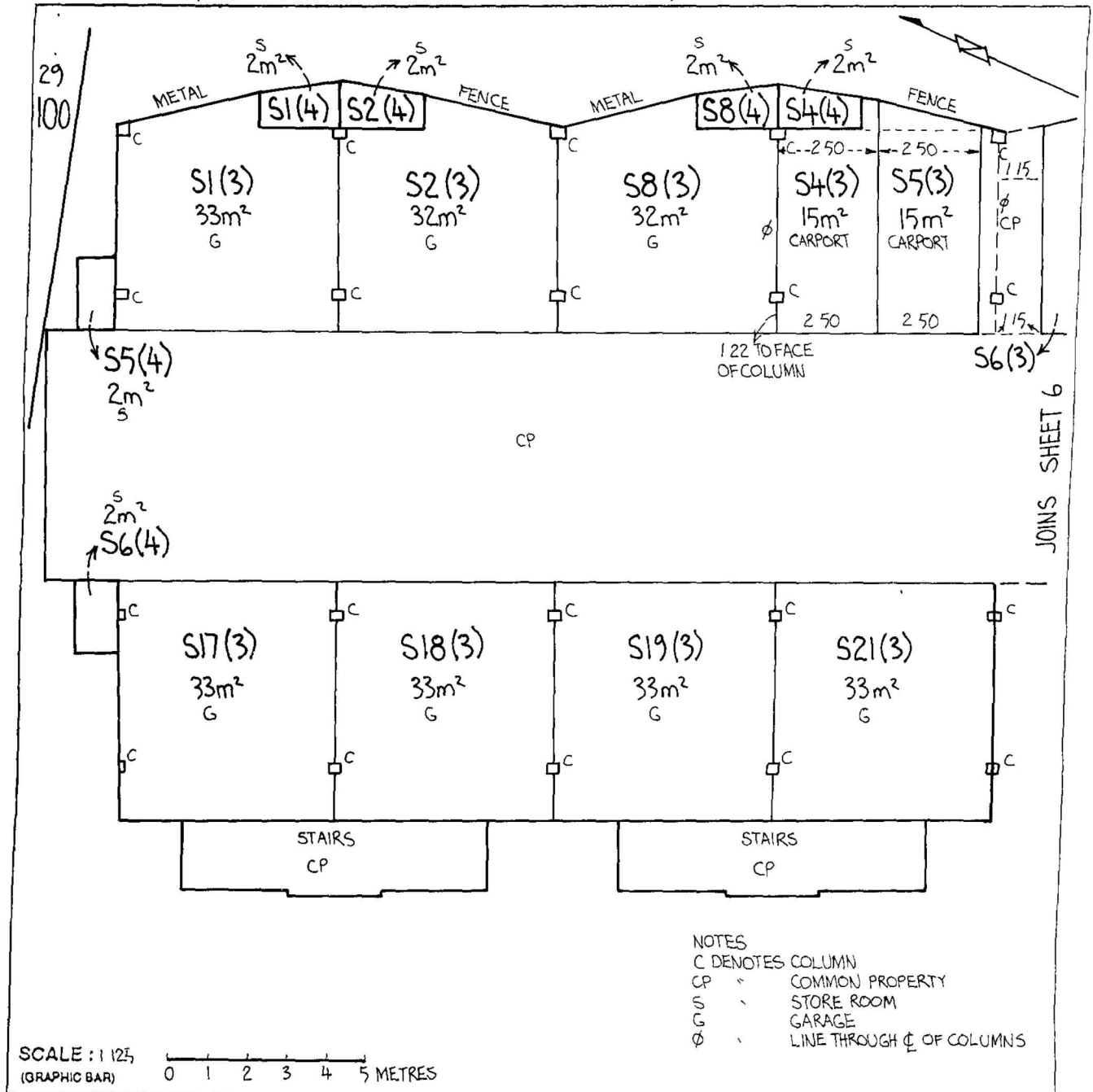
UNITS PLAN No .1610

1. LAND

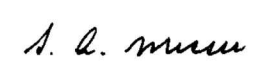
DISTRICT/DIVISION	SECTION	BLOCK
NARRABUNDAH	100	30

2. FLOOR NUMBER - BASEMENT - UNIT SUBSIDIARIES

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



3. EXECUTION

 Applicant	 SUSAN ANN MESSER Delegate of the Minister
--	---

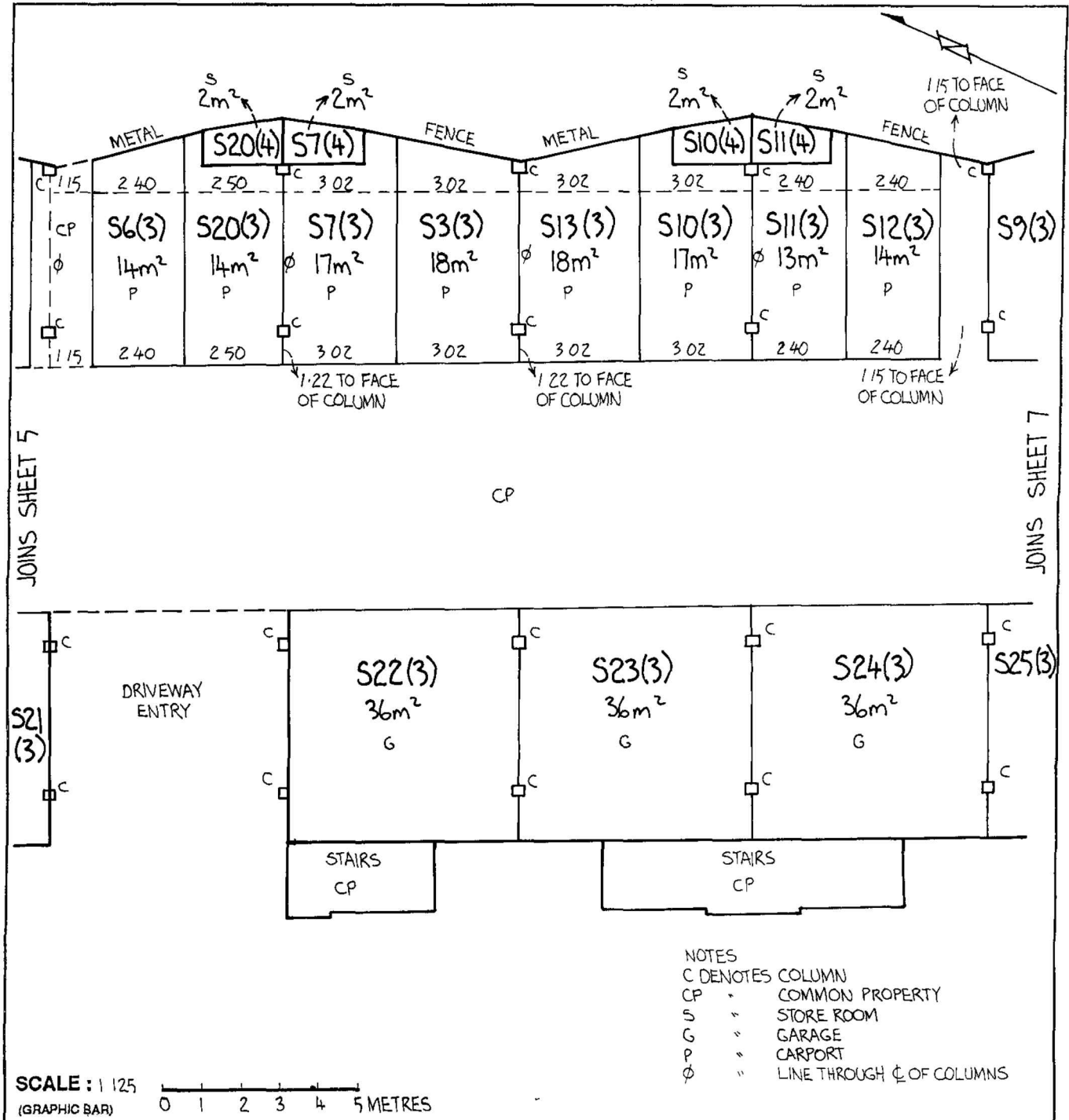
UNITS PLAN No. 1610

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
NARRABUNDAH	100	30

2. FLOOR NUMBER - BASEMENT - UNIT SUBSIDIARIES

3. FLOOR PLAN (Please indicate class of Units i.e. Class "A" or Class "B")



3. EXPLANATION



Applicant

S. A. MESSER
SUSAN ANN MESSER

Delegate of the Minister

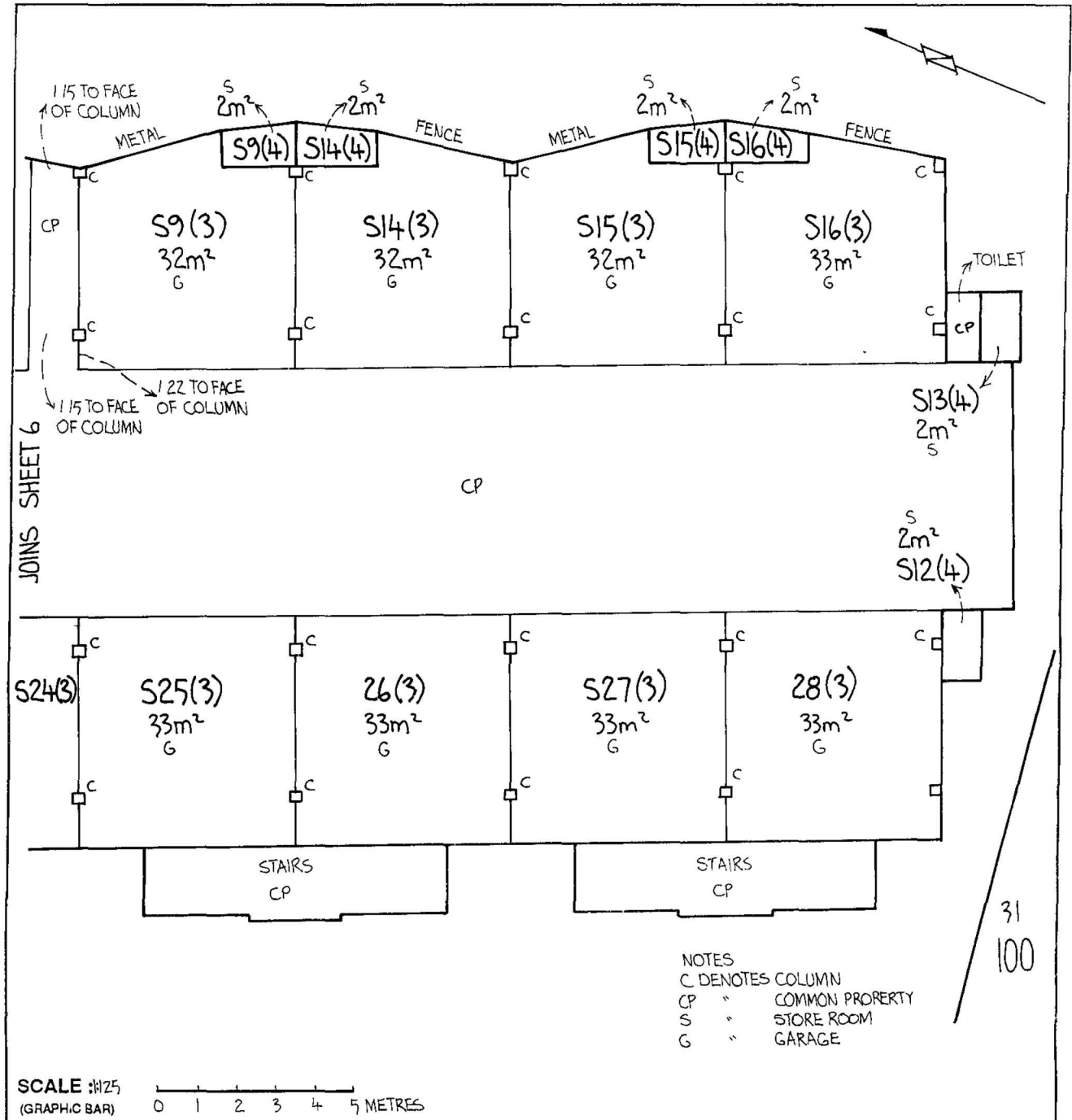
UNITS PLAN No ...1610...

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
NARRABUNDAH	100	30

2. FLOOR NUMBER - BASEMENT - UNIT SUBSIDIARIES

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



3. EXECUTION



Applicant

S. A. Messer

SUSAN ANN MESSER
Delegate of the Minister

UNITS PLAN No 1610

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
NARRABUNDAH	100	30

2. FLOOR NUMBER - GROUND & FIRST FLOOR-CLASS "A" UNITS & UNIT SUBSIDIARIES

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

NOTE: UNITS 1-8 ARE THREE LEVEL CLASS "A" UNITS
SEE SHEET 10 FOR SECOND FLOOR

23 100

29 100

P	P	P	P	P	P	P	P	
10m ² S1(1)	10m ² S2(1)	10m ² S3(1)	10m ² S4(1)	10m ² S5(1)	10m ² S6(1)	10m ² S7(1)	10m ² S8(1)	S9(1)
PT 1	PT 2	PT 3	PT 4	PT 5	PT 6	PT 7	PT 8	PT 9
(GRD FLOOR 26m ²)	(GRD FLOOR 26m ²)	(GRD FLOOR 26m ²)	(GRD FLOOR 26m ²)	(GRD FLOOR 26m ²)	(GRD FLOOR 26m ²)	(GRD FLOOR 26m ²)	(GRD FLOOR 26m ²)	

GROUND FLOOR

NOTES
V DENOTES VOID
P PORCH
B BALCONY

23 100

29 100

B	B	B	B	B	B	B	B	
8m ² S1(2)	8m ² S2(2)	8m ² S3(2)	8m ² S4(2)	8m ² S5(2)	8m ² S6(2)	8m ² S7(2)	8m ² S8(2)	S9(2)
PT 1	PT 2	PT 3	PT 4	PT 5	PT 6	PT 7	PT 8	PT 9
(1ST FLOOR 60m ²)	(1ST FLOOR 60m ²)	(1ST FLOOR 60m ²)	(1ST FLOOR 60m ²)	(1ST FLOOR 60m ²)	(1ST FLOOR 60m ²)	(1ST FLOOR 60m ²)	(1ST FLOOR 63m ²)	
TOTAL 123m ²	TOTAL 123m ²	TOTAL 123m ²	TOTAL 123m ²	TOTAL 123m ²	TOTAL 123m ²	TOTAL 123m ²	TOTAL 129m ²	

FIRST FLOOR

SCALE : 1 200
(GRAPHIC BAR) 0 2 4 6 8 10 METRES

JOINS SHEET 9

3. EXPOSITION

 Applicant	<i>S. A. Messer</i> SUSAN ANN MESSER Delegate of the Minister
--	---

UNITS PLAN No 1610

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
NARRABUNDAH	100	30

2. FLOOR NUMBER - GROUND & FIRST FLOOR - CLASS "A" UNITS & UNIT SUBSIDIARIES

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

23 100

S8(1)	P 10m ² S9(1)	P 10m ² S10(1)	P 10m ² S11(1)	P 10m ² S12(1)	P 10m ² S13(1)	P 10m ² S14(1)	P 10m ² S15(1)	P 10m ² S16(1)
PT8	PT9 (GRD FLOOR 26m ²)	PT10 (GRD FLOOR 26m ²)	PT11 (GRD FLOOR 26m ²)	PT12 (GRD FLOOR 26m ²)	PT13 (GRD FLOOR 26m ²)	PT14 (GRD FLOOR 26m ²)	PT15 (GRD FLOOR 26m ²)	PT16 (GRD FLOOR 26m ²)

GROUND FLOOR

23 100

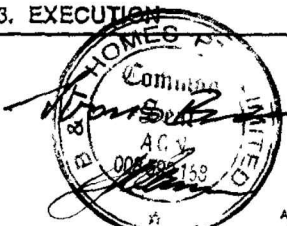
S8(2)	B 8m ² S9(2)	B 8m ² S10(2)	B 8m ² S11(2)	B 8m ² S12(2)	B 8m ² S13(2)	B 8m ² S14(2)	B 8m ² S15(2)	B 8m ² S16(2)
PT8	PT9	PT10	PT11	PT12	PT13	PT14	PT15	PT16
	(1ST FLOOR 63m ²)	(1ST FLOOR 60m ²)	(1ST FLOOR 60m ²)	(1ST FLOOR 60m ²)	(1ST FLOOR 60m ²)	(1ST FLOOR 60m ²)	(1ST FLOOR 60m ²)	(1ST FLOOR 60m ²)
	TOTAL 129m ²	TOTAL 123m ²	TOTAL 123m ²	TOTAL 123m ²	TOTAL 123m ²	TOTAL 123m ²	TOTAL 123m ²	TOTAL 123m ²

FIRST FLOOR

SCALE : 1:200
(GRAPHIC BAR) 0 2 4 6 8 10 METRES

NOTE: UNITS 9-16 ARE THREE LEVEL CLASS "A" UNITS
SEE SHEET 10 FOR SECOND FLOOR

3. EXECUTION

 Applicant	<i>S. A. Messer</i> SUSAN ANN MESSER Delegate of the Minister
--	---

UNITS PLAN No 1610

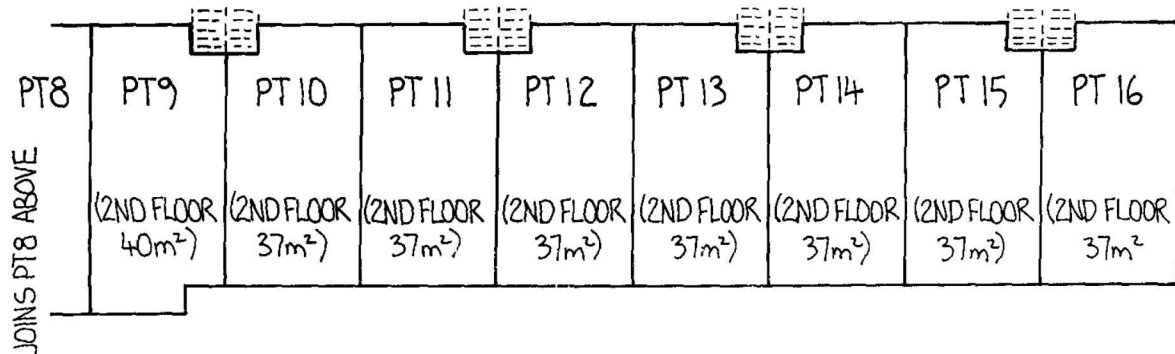
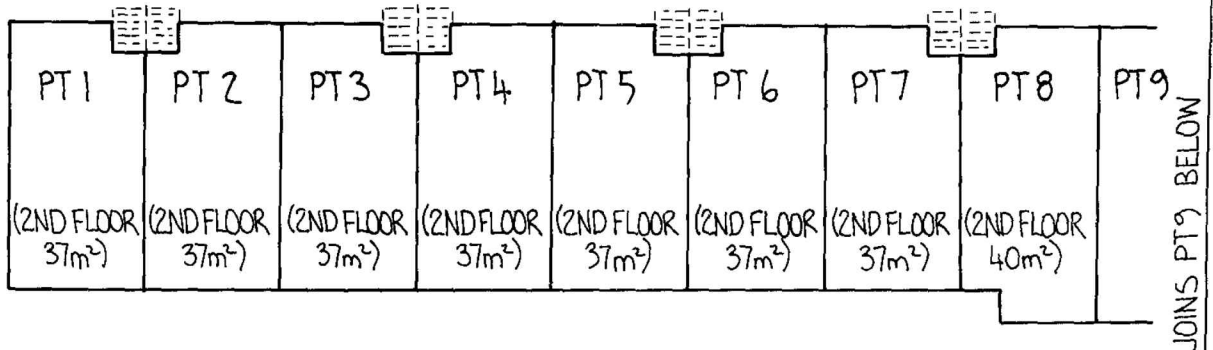
1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
NARRABUNDAH	100	30

2. FLOOR NUMBER - SECOND FLOOR - CLASS "A" UNITS

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

NOTE UNITS 1-16 ARE THREE LEVEL CLASS 'A' UNITS
SEE SHEETS 8 & 9 FOR GROUND & FIRST FLOORS



SCALE : 1:200
(GRAPHIC BAR) 0 2 4 6 8 10 METRES

3. EXECUTION



Applicant

S. A. Messer
SUSAN ANN MESSER

Delegate of the Minister

UNITS PLAN No 1610

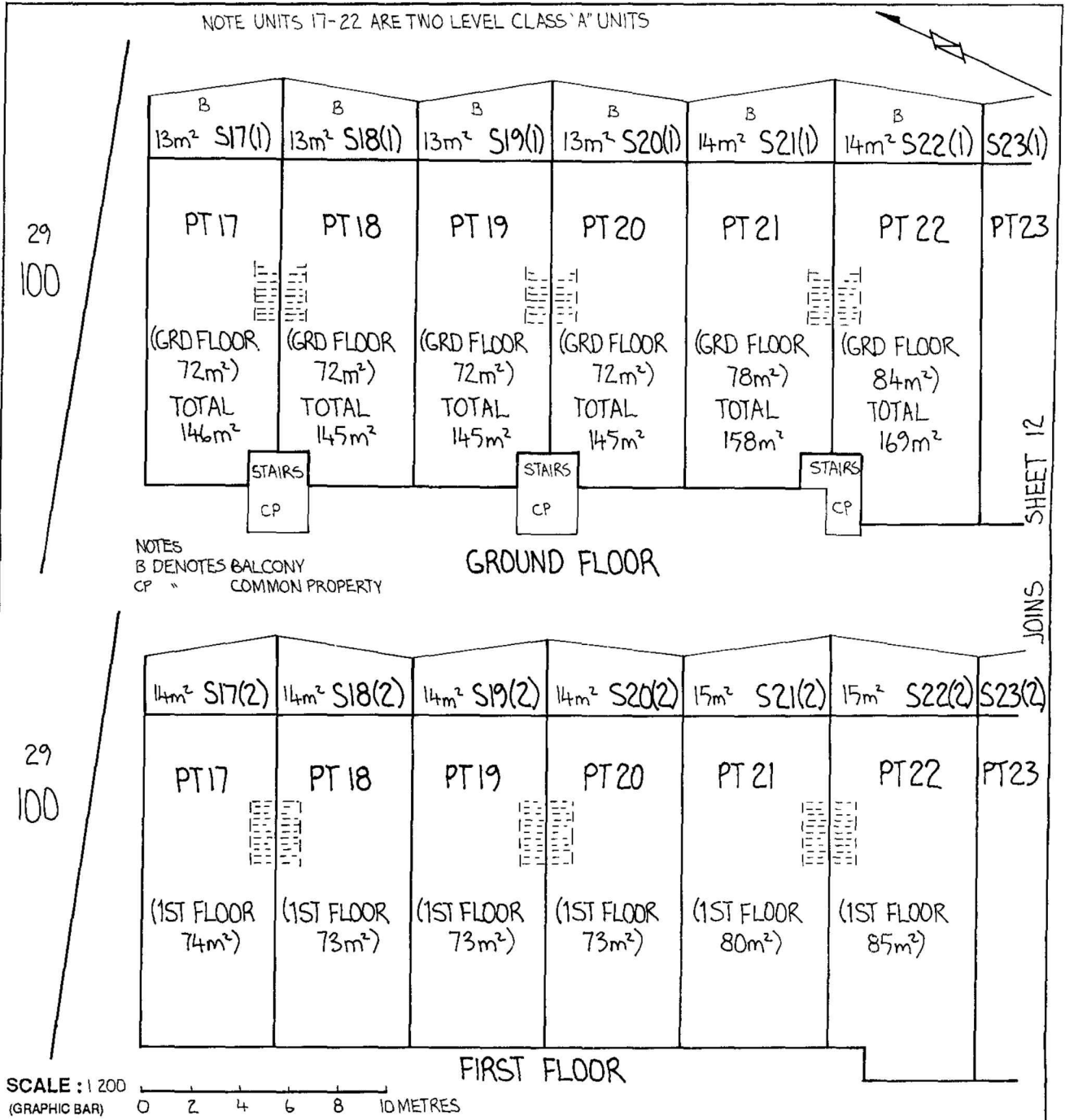
1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
NARRABUNDAH	100	30

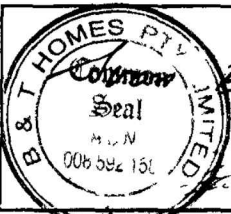
2. FLOOR NUMBER - GROUND & FIRST FLOOR - CLASS "A" UNITS & UNIT SUBSIDIARIES

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

NOTE UNITS 17-22 ARE TWO LEVEL CLASS "A" UNITS



3. EXECUTION

 Applicant	<i>S. A. MESSER</i> SUSAN ANN MESSER Delegate of the Minister
--	--

Applicant	<i>S. A. Messer</i> SUSAN ANN MESSER Delegate of the Minister
--	--

FORM 4

Revised 18/10/96

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 1610

Block 30 Section 100 Division of NARRABUNDAH

**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 second day of November Two Thousand and ninety two.
2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.
3. Each of the Lessees of Units Nos.1 – 28 inclusive covenants with the Commonwealth of Australia (hereinafter called "the Commonwealth") in respect of the relevant unit as follows:
 - (a) to pay to the Territory at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Territory relating thereto and served on the Lessee;
 - (b) to use the unit for residential purposes only as a single unit private dwelling house;
 - (c) not to use any unit subsidiary to that unit as a habitation;
 - (d) not to make any structural alterations to the unit or any unit subsidiary thereto without the previous approval in writing of the Territory;
 - (e) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Territory the unit and any unit subsidiary to that unit;
 - (f) if and whenever the Lessee fails to maintain repair or keep in repair the unit the Territory may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or if the Territory is of the opinion that a building part of a building or other improvement is beyond reasonable repair the Territory may require the Lessee to remove a building or part of a building or other improvement and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Territory may in writing allow the Lessee has not effected the said repairs or removed the said building part of the building or other improvement any person or persons duly authorised by the Territory with such



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

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

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

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

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

- (c) that any extension of terms for all the leases shall be in accordance with the provisions of the Unit Titles Act 1970;
- (d) any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly



given or served if signed by or on behalf of the Territory and delivered to or sent in a prepaid letter addressed to the Lessee at the unit or at its registered office or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the unit;

- (e) any and every right power and or remedy conferred on the Commonwealth the Territory or the respective Ministers hereunder or implied by law may be exercised on behalf of the Commonwealth, the Territory or the respective Ministers as the case may be by -
 - (i) the Australian Capital Territory Executive;
 - (ii) the Minister;
 - (iii) an authority or person for the time being authorised by the Minister or by law to exercise those powers or functions of the Territory the Commonwealth or the respective Ministers; or
 - (iv) the person to whom the Minister has delegated all his powers or functions under the said Land (Planning and Environment) Act 1991 or any Statute or Ordinance in substitution therefor;
- (f) in this schedule "Lessee" shall -
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them;
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (g) in this schedule "Territory" means
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (Commonwealth);
- (h) in this schedule "Minister" means the Territory Minister for the time being administering the Land (Planning and Environment) Act 1991 or any Statute or Ordinance substituted therefor;

- (i) in this schedule "building" means any building or buildings on the parcel at the date of the commencement of the lease or any building or buildings constructed on the parcel in accordance with the covenants of this lease or any building or buildings replacing the same together with all fittings fixtures (including floor coverings) plant machinery and appurtenances thereof and therein contained or if the context so admits any part thereof;
- (j) in this schedule "premises" means the land building and all other improvements on the parcel;
- (k) in this schedule "unit" means the leased land and the building and other improvements including any unit subsidiaries constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit;
- (l) in this schedule "the respective Ministers" means any Minister of State of the Commonwealth or any Minister for the Territory;
- (m) in this schedule "unit subsidiaries" has the same meaning as in the Unit Titles Act 1970;
- (n) in this schedule "Australian Capital Territory Executive" means the Executive established by section 36 of the Australian Capital Territory (Self-Government) Act 1988 (C'th).

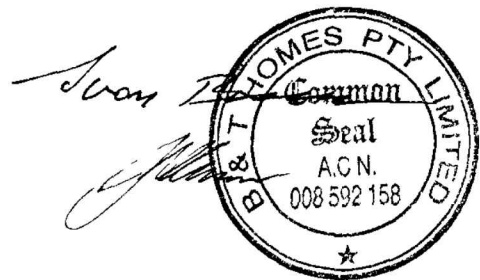
5. Each of the Lessees of Units Nos. 1 – 28 inclusive acknowledges that the building or buildings erected on the parcel of land defined as Block 30 Section 100 Division of NARRABUNDAH on Deposited Plan Number 8435 in the Registrar-General's Office at Canberra in the Australian Capital Territory shall contain not more than thirty eight (38) residential units in total.

DATED the *fourth* day of *June* 199*7*

S. A. Messer
SUSAN ANN MESSER
Delegate of the Minister

B & T HOMES PTY LIMITED A.C.N. 008 592 158

The Common Seal of *B & T*
Homes
Pty Limited was hereunto affixed
pursuant to a resolution of the
directors and in the presence of:



FORM 5

Revised 18/10/96

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 1610

Block 30 Section 100 Division of NARRABUNDAH

**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 second day of November Two Thousand and ninety two.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Proprietors – Units Plan No. 1610 (hereinafter called "the Corporation") covenant with the Commonwealth of Australia (hereinafter called "the Commonwealth") as follows:
 - (a) to pay to the Territory at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Territory relating thereto and served on the Corporation;
 - (b) to use the common property for some or all of the following purposes of car parking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the Corporation
PROVIDED THAT:
 - (i) The Corporation shall only use the common property in performing its duties, exercising its powers and performing its functions imposed or conferred on it by the Unit Titles Act 1970; and
 - (ii) The common property shall only be used for any of the purposes permitted by the lease of any Unit;
 - (c) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Territory;



- (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Territory all buildings parts of buildings landscaping storage areas covered car parking hardstanding car parking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;
- (e) except where necessary for compliance with paragraph (d) of this clause not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Territory;
- (f) if and whenever the Corporation fails to maintain repair or keep in repair any building part of a building or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the land forming the common property the Territory may by notice in writing to the Corporation specifying the wants of repairs require the Corporation to effect repairs in accordance with the said notice or if the Territory is of the opinion that a building part of a building or other improvement or any part or parts of the services are beyond reasonable repair the Territory may require the Corporation to remove a building part of a building or improvement or to replace the part or parts of the services and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Territory may in writing allow the Corporation has not effected the said repairs or removed the said building part of the building or the improvement or replaced the part or parts of the services any person or persons duly authorised by the Territory with such equipment as is necessary may enter the common property and effect the said repairs or demolish and remove the building part of the building or the improvement or replace the part or parts of the service and all expenses incurred by the Territory in effecting such repairs or demolition or removal or replacement shall be paid by the Corporation to the Territory on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Territory by the Corporation;
- (g) subject to the provisions of the Land (Planning and Environment) Act 1991 to permit any person or persons authorised by the Territory to enter and inspect buildings parts of buildings services parts of services and improvements situated in or on the land forming the common property at all reasonable times and in any reasonable manner.

4.

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




- (a) that if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Territory on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Territory or the Commonwealth may have against the Corporation in respect of any breach of the covenants on the part of the Corporation to be observed or performed;
- (b) that any extension of terms for all the leases shall be in accordance with the provisions of the Unit Titles Act 1970;
- (c) any and every right power and or remedy conferred on the Commonwealth the Territory or the respective Ministers hereunder or implied by law may be exercised on behalf of the Commonwealth, the Territory or the respective Ministers as the case may be by -
 - (i) the Australian Capital Territory Executive;
 - (ii) the Minister;
 - (iii) an authority or person for the time being authorised by the Minister or by law to exercise those powers or functions of the Territory the Commonwealth or the respective Ministers; or
 - (iv) the person to whom the Minister has delegated all his powers or functions under the said Land (Planning and Environment) Act 1991 or any Statute or Ordinance in substitution therefor;
- (d) in this schedule "Territory" means
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (Commonwealth);
- (e) in this schedule "Minister" means the Territory Minister for the time being administering the Land (Planning and Environment) Act 1991 or any Statute or Ordinance substituted therefor;
- (f) in this schedule "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (g) in this schedule "the respective Ministers" means any Minister of State of the Commonwealth or any Minister for the Territory;



- (h) in this schedule "building" means any building or buildings on the parcel at the date of the commencement of the lease or any building or buildings constructed on the parcel in accordance with the covenants of this lease or any building or buildings replacing the same together with all fittings fixtures (including floor coverings) plant machinery and appurtenances thereof and therein contained or if the context so admits any part thereof;
- (i) in this schedule "premises" means the land building and all other improvements on the parcel;
- (j) in this schedule "unit" means the leased land and the building and other improvements constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit;
- (k) in this schedule "Australian Capital Territory Executive" means the Executive established by section 36 of the Australian Capital Territory (Self-Government) Act 1988 (C'th).

5. The Proprietors – Units Plan No: 1610 acknowledges that the building or buildings erected on the parcel of land defined as Block 30 Section 100 Division of NARRABUNDAH on Deposited Plan Number 8435 in the Registrar-General's Office at Canberra in the Australian Capital Territory shall contain not more than thirty eight (38) residential units in total.

DATED the Fourth day of June 1997

S. A. Messer
SUSAN ANN MESSER
Delegate of the Minister

B & T HOMES PTY LIMITED A.C.N. 008 592 158

The Common Seal of B & T
Homes
Pty Limited was hereunto affixed
pursuant to a resolution of the
directors and in the presence of:



[Signature]
[Signature]



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	8	Block	30	Section	100	Suburb	NARRABUNDAH
------	---	-------	----	---------	-----	--------	-------------

Leased by the Australian Capital Territory on behalf of the Commonwealth under the Land (Planning and Environment) Act 1991, Planning & Development Act 2007 and Planning Act 2023.

	No	Yes
1. Have any notices been issued relating to the Crown Lease?	(X)	()
2. Is the Lessor aware of any notice of a breach of the Crown Lease?	(X)	()
3. Has a Certificate of Compliance been issued?	()	()
(N/A ex-Government House)		N/A
Certificate Number: 50863	Dated: 03-JUN-97	

Please Note: Compliance Certificate 50863 (issued 03/06/1997) was issued under a previous Crown Lease. There are no development covenants within the latest Units Plan, therefore a Compliance Certificate is not applicable.

4. Has an application for Subdivision been received under the Unit Titles Act?	(see report)
5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004?	(see report)
6. If an application has been determined, is the land subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007, or part 6.3 of the Planning Act 2023?	(see report)
7. Has a development application been received, or approval (applications lodged prior to 2 April 1992 will not be included)?	(see report)
8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included)	(see report)
9. Has an Order been made in respect of the Land pursuant to Part 11.3 of the Planning & Development Act 2007 or Part 12.3 of the Planning Act 2023?	(see report)
10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?	(see report)

Applicant's Name :

Info Track

Date: 18-MAY-26 11:36:24

E-mail Address :

actenquiries@infotrack.com.au

Client Reference :

261767 - 194609811



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

18-MAY-2026 11:36

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 3

INFORMATION ABOUT THE PROPERTY

NARRABUNDAH Section 100/Block 30/Unit 8

Building Class: A

Area(m2): 5,349.6

Unimproved Value: \$4,900,000

Year: 2025

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

18-MAY-2026 11:36

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 3

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA954880 **Lodged** 30-NOV-95 **Type** Single Dwelling

-- Application Details -----

Description

multiple dwelling

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Narrabundah	100	30-30	

-- Involved Parties -----

Role	Name
Applicant	Bryan Dowling & Associates P/L

-- Activities -----

Activity Name	Status
D+S Multi Dwelling (Pn)	Approved

Application DA952111 **Lodged** 13-JUN-95 **Type** Single Dwelling

-- Application Details -----

Description

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Narrabundah	100	30-30	

-- Involved Parties -----

Role	Name
Applicant	Bryan R Dowling And Associates

-- Activities -----

Activity Name	Status
D+S Multi Dwelling	Approved

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

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



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

18-MAY-2026 11:36

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 3

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 recorded by the Environment Protection Authority (EPA) regarding the contamination status of the land. This information is available via the EPA Contaminated Land Search. For further information on how to perform a search, please go to: <https://www.accesscanberra.act.gov.au/city-services/contaminated-sites> . For general information on land contamination in the ACT, please contact the Environment Protection Authority on 13 22 81.

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

Cat containment has been extended across the ACT for cats born on or after 1 July 2022. Containment means keeping your cat on your premise 24 hours a day. This can include your house or apartment, enclosed area in a backyard or courtyard, a cat crate or leash.

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

URBAN FOREST ACT 2023

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

----- END OF REPORT -----



ACT
PROPERTY
INSPECTIONS

8/45 Leahy Close,
Narrabundah ACT 2604

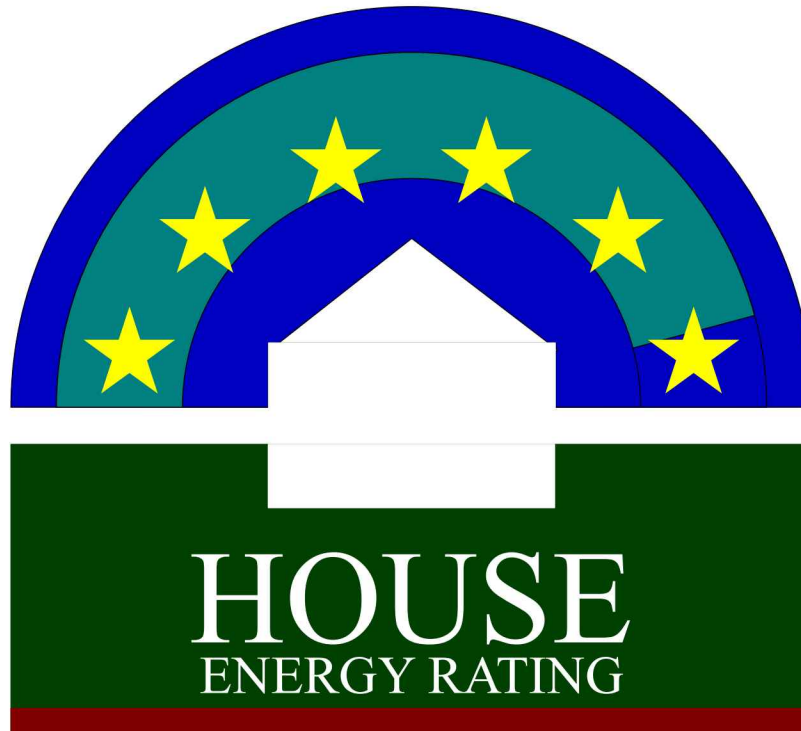
Report prepared: Wednesday, July 1st 2026

Energy Efficiency Rating
Insurance Certificates
Tax Invoice

Energy Efficiency Report



FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★ ★ ★ ★ ★ ☆ 5.5 STARS
in Climate: 24

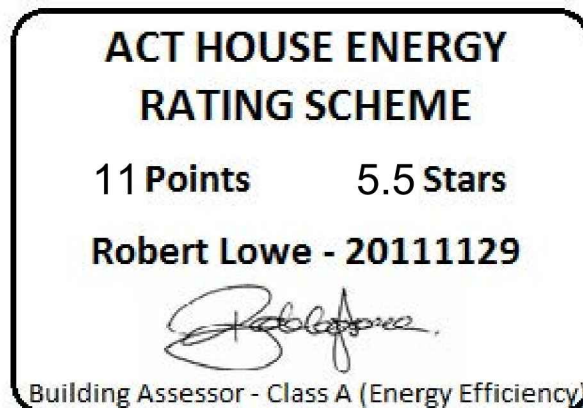
SCORE: 11 POINTS

Name: Cheung

Ref No: 69724

House Title: Unit 8 Block 30 Section 100 NARRABUNDA **Date:** 01-07-2026

Address: 8/45 Leahy Close, Narrabundah ACT 2604



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	11											
Potential	18											

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

Design options	Additional points
Change curtain to	Curtain w/Pelmets7

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	11	★★★★★☆☆
-----------------------	-----------	---------

Largest windows in the dwelling;

Direction : ENE

Area : 18 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. North East	17	★★★★★☆☆
2. East	10	★★★★★☆☆
3. South East	8	★★★★★☆☆
4. South	9	★★★★★☆☆
5. South West	7	★★★★★☆☆
6. West	9	★★★★★☆☆
7. North West	14	★★★★★☆☆
8. North	18	★★★★★☆☆

RATING SUMMARY for: Unit 8 Block 30 Section 100 NARRABUNDAH, 8/45 Leahy Close, Narrabundah ACT 2604,

Assessor's Name:

Net Conditioned Floor Area: 125.3 m²

Net Conditioned Floor Area: 125.3 m²				Points		
Feature				Winter	Summer	Total
CEILING				11	0	11
Surface Area: 7		Insulation: 5				
WALL				5	-1	4
Surface Area: 4		Insulation: 0		Mass: 0		
FLOOR				5	-2	3
Surface Area: 6		Insulation: -9		Mass: 6		
AIR LEAKAGE (Percentage of score shown for each element)				6	0	5
Fire Place 0 %		Vented Skylights 0 %				
Fixed Vents 0 %		Windows 40 %				
Exhaust Fans 25 %		Doors 19 %				
Down Lights 0 %		Gaps (around frames) 16 %				
DESIGN FEATURES				0	0	0
Cross Ventilation 0						
ROOF GLAZING				0	-1	-1
Winter Gain 1		Winter Loss -1				
WINDOWS				-16	-6	-22
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
ENE	18	15%	-32	19	-5	-18
WSW	4	3%	-7	4	-2	-4
Total	22	17%	-39	23	-6	-22
* 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 2 points				Winter	Summer	Total
RATING	★★★★★☆☆			SCORE	11	-10
						11*

* includes 10 points from Area Adjustment

Detailed House Data

House Details

ClientName	Cheung
HouseTitle	Unit 8 Block 30 Section 100 NARRABUNDAH
StreetAddress	8/45 Leahy Close, Narrabundah ACT 2604
FileCreated	01-07-2026

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.0	26.0m ²
2	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.0	44.0m ²
3	Suspended Slab	NA	Yes	No	No	Tiles	R0.0	21.0m ²
4	Suspended Slab	NA	Yes	No	No	Tiles	R0.0	8.5m ²
5	Suspended Slab	NA	Yes	No	No	Float Timb	R0.0	33.5m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R1.5	4.5m	2.4m
2	Framed: FC Sheet Clad	Yes	R0.0	12.6m	2.4m
3	Brick Veneer	No	R0.0	5.1m	1.8m
4	Brick Veneer	No	R1.5	10.8m	2.4m
5	Framed: FC Sheet Clad	Yes	R0.0	26.7m	2.4m
6	Brick Veneer	No	R1.5	10.5m	2.4m
7	Framed: FC Sheet Clad	Yes	R0.0	19.6m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Low Ventilation	No	Yes	R3.5	65.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	WSW	1.2m	1.5m	No	SG	ALIMPR	VE	No	0.0m	0.0m	0.0m
2	ENE	2.1m	3.6m	No	SG	ALIMPR	NC	No	2.5m	2.5m	0.1m
3	ENE	2.1m	3.6m	No	SG	ALIMPR	NC	No	0.6m	0.6m	0.1m
4	ENE	1.2m	2.6m	No	SG	ALIMPR	NC	No	0.6m	0.6m	0.1m
5	WSW	1.2m	1.5m	No	SG	ALIMPR	VE	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
2	ENE	2.1m	3.6m	0.0m	0.0m	0.0m	0.0m	3.0m	0.3m	2.0m	0.3m
3	ENE	2.1m	3.6m	0.0m	0.0m	0.0m	0.0m	2.0m	0.3m	1.0m	0.3m

Sky Light Details

ID	Dir	Tilt	Type	Shade	Utility	Width	Length
1	W	15 degrees	Single Clear	No	No	0.6m	0.6m

Zoning Details

Is there Cross Flow Ventilation ? Good

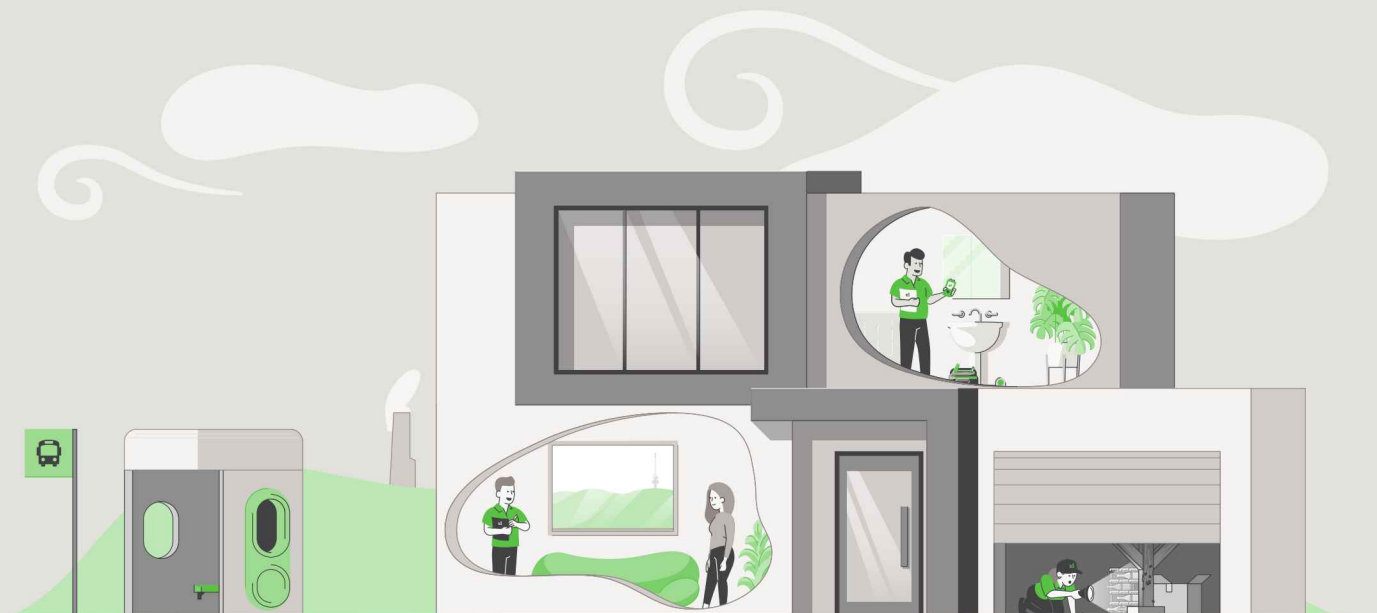
Air Leakage Details

Location Suburban
Is there More than One Storey ? Yes
Is the Stairwell Separated by Doors ? No
Is the Entry open to the Living Area ? Yes
Is the Entry Door Weather Stripped ? Yes
Area of Heavyweight Mass 0m²
Area of Lightweight Mass 0m²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	3	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	0
External Doors	2	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

Ada Wing Yan Cheung
8/45 Leahy Cl
NARRABUNDAH ACT 2604
AUSTRALIA

Invoice Date
20 Apr 2026

Invoice Number
INV-26104

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	348.26	10%	348.26
ACTPLA - EER ESDD Lodgement Fee (no GST)	1.00	41.91	GST Free	41.91
Subtotal				390.17
TOTAL GST 10%				34.83
TOTAL AUD				425.00

Due Date: 8 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](#)

UNIT TITLE CERTIFICATE

Unit Title Certificate

Pursuant to Section 119 of the Unit Titles (Management) Act 2011

Issued to: InfoTrack
Your ref:
Plan: 1610
Address: Claremont, 8/45 Leahy Close,
NARRABUNDAH ACT 2604

This Certificate discloses particulars under Section 119 of the Unit Titles (Management) Act 2011 in relation to your request. If you have any queries, please contact our office during business hours.

Please complete the below Section 115 Notice following settlement as per information sent to Land Titles Office ACT to enable updating of the Corporate Register. Thank you for your cooperation in this matter.

Units Plan No.: 1610 Unit/Lot No.: 8
Date of Settlement: Levy amount paid on Settlement: \$

Vendor:

Name: Ms A Cheung
Address: Claremont
8/45 Leahy Close
NARRABUNDAH ACT 2604

Purchaser:

Name:	
Address:	
Email 1:	
Email 2: (if applicable)	
Phone 1:	
Phone 2: (if applicable)	
Mortgagee:	
Letting Agent:	
Vendor Solicitor:	
Purchaser Solicitor:	

UNIT TITLE CERTIFICATE

Unit Titles Certificate

Section 119 Certificate

Unit Titles (Management) Act 2011

Certificate Date: 26 May 2026

Units Plan No.:	1610	Unit/Lot No.:	8
Unit Entitlement:	363	Total Aggregate:	10000
Owner:	Ms A Cheung	Ordered By: (authorised persons)	InfoTrack

1. Executive Committee

The members of the Executive Committee are listed below. All members may be contacted as follows;
C/- Bridge Strata, PO Box 164 Jamison ACT 2614.

Chairman	Mark Mortenson
Member	Lucio Casamassima
Member	Shanker Singh
Member	Christopher Scally
Member	Paul Fitzsimons

2. Management

2.1 Pursuant to Division 4.2, Section 49 of the Unit Titles (Management) Act 2011, the Owners Corporation have elected a Managing Agent. Details as follows:

Bridge Strata Pty Ltd	ABN: 41 616 582 944
ACT: Upstairs, 95-98 Monaro Street, Queanbeyan	Phone: 02 6109 7700
NSW: Upstairs, 4/55 Woolley Street, Dickson	Email: admin@bridgestrata.com.au
PO Box 164 Jamison ACT 2614	

2.2 Has the developer control period expired?	Yes
2.3 Has the Corporation borrowed money? (details attached, if applicable)	No
2.4 Has the Corporation installed any sustainability infrastructure?	No
2.5 Has the Corporation applied to Planning & Land Authority to extend the Crown Lease?	No
2.6 Does the Corporation have a pool? If yes, disclosure form attached.	Yes
2.7 Does the Corporation have an imbedded network? If yes, disclosure form attached.	No

3. Books & Records

The Owners Corporation books', records and Corporate Register may be inspected online or in person. Please contact admin@bridgestrata.com.au to make enquiries. Records are kept at:

Level 1, 4/55 Woolley Street
DICKSON ACT 2602

UNIT TITLE CERTIFICATE

4. Insurance

Policy No.	LNG-STR-20249279	Longitude Insurance Pty Ltd
Type:	Strata	Broker: Collective Insurance Brokers
Premium:	\$23,108.24	Paid on: 29/05/2025 Policy start date: 29/05/2025 Next due: 29/05/2026
Cover	<i>Sum insured</i>	<i>Excess</i>
Building	\$18,842,818.00	\$2,000.00
Common Contents	\$188,428.00	\$0.00
Voluntary Workers	Insured	\$0.00
Office Bearer Liability	\$5,000,000.00	\$0.00
Fidelity Guarantee	\$100,000.00	\$0.00
Government Audit Costs	\$30,000.00	\$0.00
Workplace, Health & Safety Breaches	\$150,000.00	\$0.00
Legal Defence Expenses	\$50,000.00	\$0.00
Public Liability	\$50,000,000.00	\$0.00
Flood Cover	Included	\$0.00
Catastrophe	15%	\$0.00
Lot Owners Fixtures and Improvements (per Lot)	\$300,000.00	\$0.00
Loss of Rent/Temporary Accommodation	\$2,826,423.00	\$0.00

4.1 A copy of the Certificate of Currency is attached to this Certificate.

4.2 A copy of the latest available Insurance Valuation report is attached to this Certificate.

5. Contributions

5.1 The current Financial Year for contributions is: 01 Oct 2024

5.2 Contributions due for this Unit for the current Financial Year: \$5,590.16

5.3 Administrative (General) Fund Instalments (determined under S78)

Total Admin. Levy amount with respect to the Unit: \$3,593.68

Number of instalments payable: 4

Amount and Due Date of each instalment:

Due Dates:	Period:	
01 Jan 2026	01/12/2025 - 28/02/2026	\$898.42
01 Mar 2026	01/03/2026 - 31/05/2026	\$898.42
01 Jun 2026	01/06/2026 - 31/08/2026	\$898.42
01 Sep 2026	01/09/2026 - 30/11/2026	\$898.42

Amount owing: \$0.00

Interest owing: \$0.00

Total amount owing: \$0.00

Discount applicable for early payment: 0.00%

Paid to: 31May2026

5.4 Sinking Fund Instalments (determined under S89)

Total Sinking Levy amount with respect to the Unit: \$1,996.48

Number of instalments payable: 4

Amount and Due Date of each instalment:

Due Dates:	Period:	
01 Jan 2026	01/12/2025 - 28/02/2026	\$499.12
01 Mar 2026	01/03/2026 - 31/05/2026	\$499.12
01 Jun 2026	01/06/2026 - 31/08/2026	\$499.12
01 Sep 2026	01/09/2026 - 30/11/2026	\$499.12

Amount owing: \$0.00

Interest owing: \$0.00

Total amount owing: \$0.00

Discount applicable for early payment: 0.00%

Paid to: 31May2026

5.5 Special Levies:

None as at the date of this Certificate

UNIT TITLE CERTIFICATE

5.6 Outstanding contributions due for the current financial year as at the date of this Certificate: \$0.00

5.7 Any other outstanding debts owing on this unit: None as at the date of this Certificate.

5.8 Total outstanding contributions & debts as at the date of this Certificate: Nil – Paid to 31/05/2026

6. Balance of Funds

The Balance Sheet for the Corporation as at the date of this Certificate is attached.

7. Sinking Fund Plan

A copy of the current approved Sinking Fund Plan is attached.

8. Reports and Contracts

Service Contractors appointed by the Corporation:

Company	Expiry
Bridge Strata	Sep2028
Corporate Gardens	Ongoing
Direct Pool Supplies	Ongoing
I & C Darmody Pty Ltd	Ongoing

The fee fixed by the Owners Corporation for this information is in accordance with the prescribed regulations.

All information in this Section 119 Certificate has been recorded on the following date from details recorded in the books, records and Corporate Register of the Owners Corporation:

DATE: 26 May 2026

The Common Seal of: The Owners Corporation – Units Plan No. **1610** is affixed hereunto in the presence of: Mitch Sweeting



Signature

Current Owner Account

Ms A Cheung

Lot 8 Unit 8

THE OWNERS - UNITS PLAN NO. 1610

Claremont, 45 Leahy Close, NARRABUNDAH ACT 2604

Purchased: 17/07/2025 UE / AE: 363.00 / 10,000.00

ACT: Level 1, 4/55 Woolley Street, Dickson ACT 2602
NSW: Upstairs, 95-97 Monaro Street, Queanbeyan NSW 2620
PO Box 164 Jamison ACT 2614
P: (02) 6109 7700
E: admin@bridgestrata.com.au

Date	Details	Administrative Fund due/paid	Sinking Fund due/paid	Unallocated	Interest paid	Total	Balance (-)prepaid
	Balance brought forward	0.00	0.00	0.00		0.00	0.00
30/12/2025	Levy payment for 8/1610	-898.42	-499.12	0.00	0.00	-1,397.54	-1,397.54
01/01/2026	Quarterly Admin/Sinking Levy 01/12/2025 - 28/02/2026	898.42	499.12	0.00	0.00	1,397.54	0.00
27/02/2026	Levy payment for 8/1610	-898.42	-499.12	0.00	0.00	-1,397.54	-1,397.54
01/03/2026	Quarterly Admin/Sinking Levy 01/03/2026 - 31/05/2026	898.42	499.12	0.00	0.00	1,397.54	0.00
01/06/2026	Quarterly Admin/Sinking Levy 01/06/2026 - 31/08/2026	898.42	499.12	0.00	0.00	1,397.54	
01/09/2026	Quarterly Admin/Sinking Levy 01/09/2026 - 30/11/2026	898.42	499.12	0.00	0.00	1,397.54	
25/05/2026	Current balances excluding interest						
	Administrative Fund		0.00				
	Sinking Fund		0.00				
	Unallocated Money Fund		0.00				
			0.00				
	Interest due as at 25/05/2026		0.00				
	Current balance including interest		\$0.00				

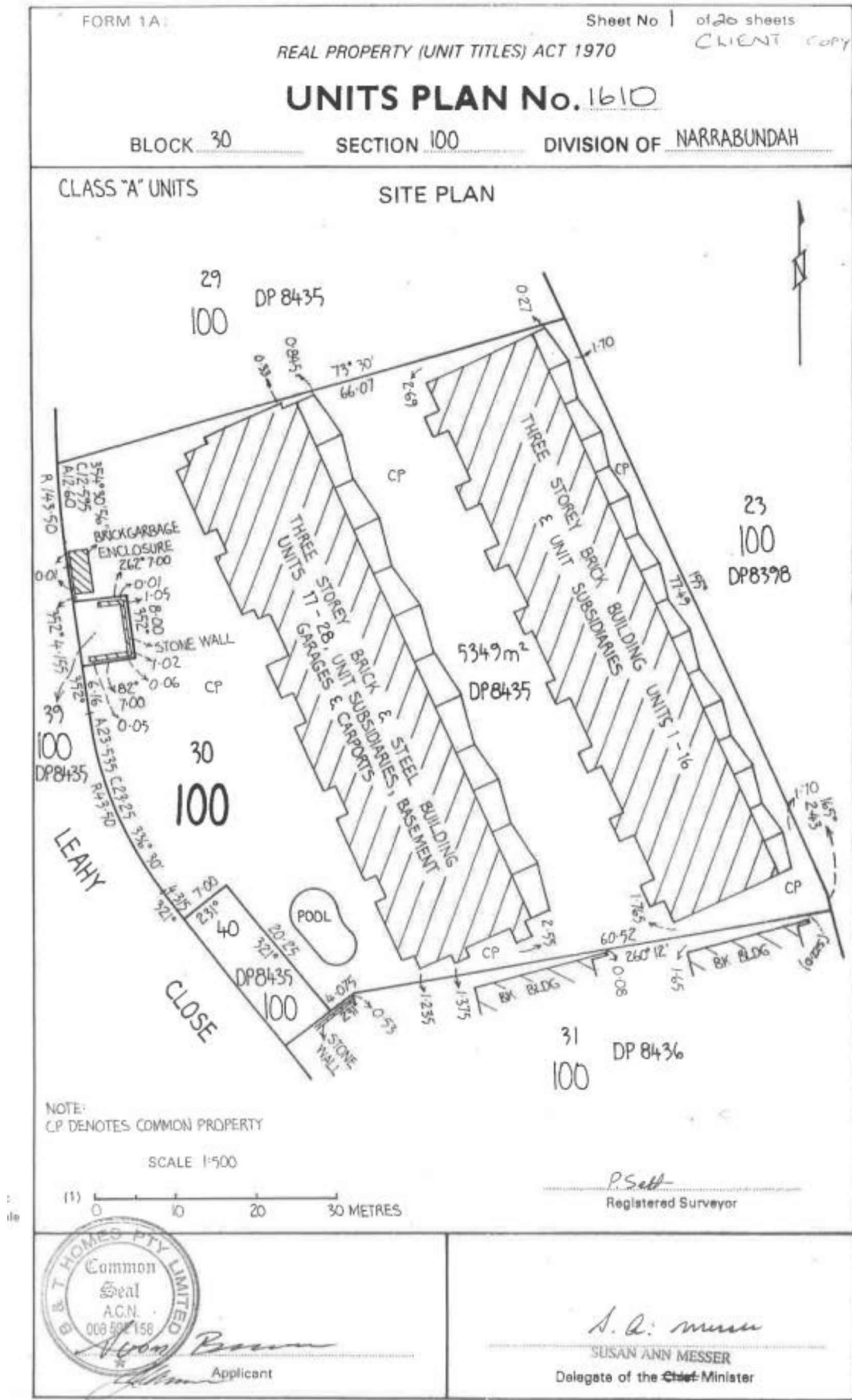
UNIT TITLE CERTIFICATE ANNEXURE

Pursuant to Home Swimming Pool Safety Reforms 1 May 2024 Swimming Pool Disclosure Statement

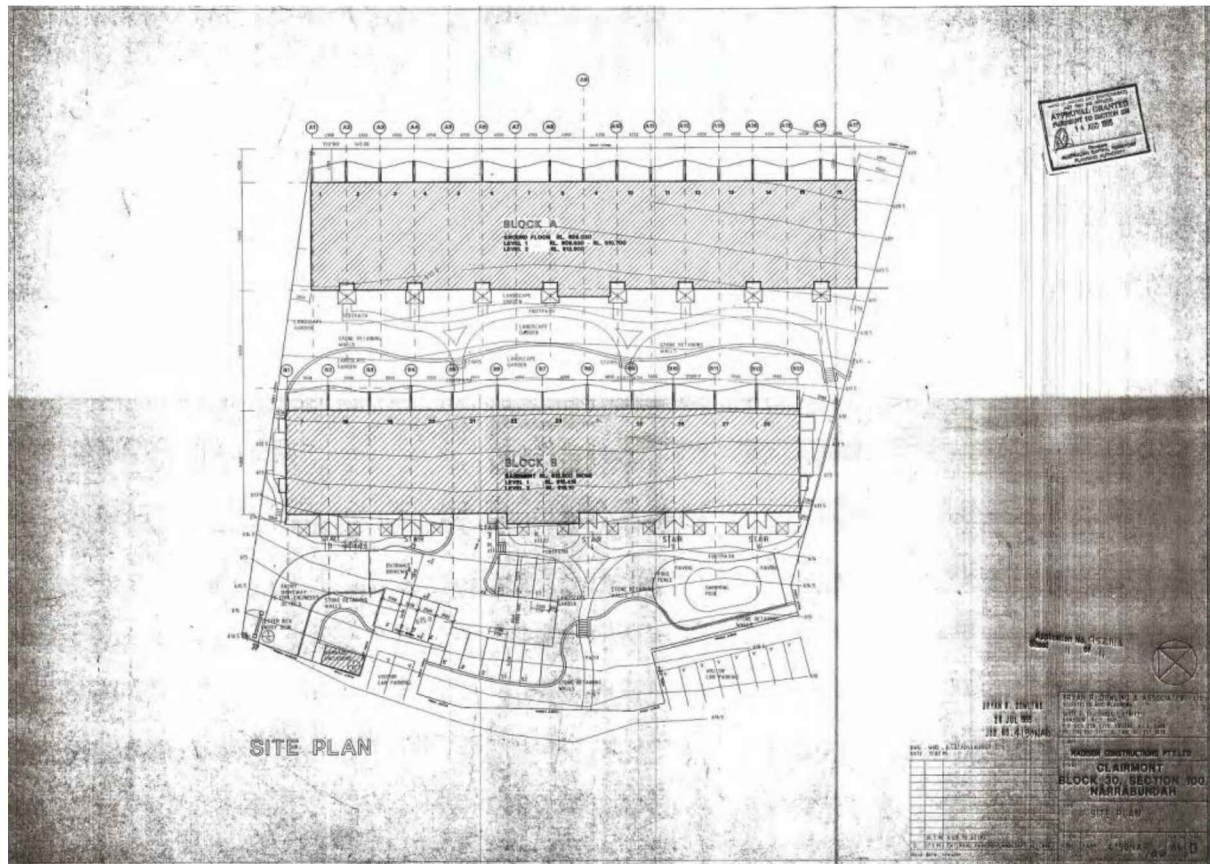
Units Plan 1610 – otherwise known as:
Claremont – 45 Leahy Close, Narrabundah ACT

1. Location of regulated swimming pool:	Plan attached (page 2)
2. Date of construction of the premises where the regulated swimming pool is located:	1997 Units Plan registered 04/06/1997
3. Was the swimming pool built/ installed at the same time as the premises?: 3a. If no, when was the swimming pool built/ installed?:	Yes N/A
4. Was building approval issued for the swimming pool?:	Yes. Plans submitted to ACTPLA attached (page 3)
5. Are you aware of any alterations to the swimming pool since it was built/ installed?: 5a. If yes, provide details of alteration/s.	No
7. Does a standing exemption apply to the pool? 7a. If yes, provide details of the type of exemption and reasoning behind it.	Unknown N/A

UNIT TITLE CERTIFICATE ANNEXURE



UNIT TITLE CERTIFICATE ANNEXURE



UNIT TITLE CERTIFICATE ANNEXURE



Canberra Pool Inspections
ABN: 53140935737
info@actpools.com.au
www.actpools.com.au

Certificate of Compliance for a Regulated Swimming Pool

06 Jun 2025

This certificate is issued under Part 5A of the Building Act 2004.

Regulated swimming pool owner details

Name/s	Units Plan No. 1610 - Claremont
Postal Address	PO Box 6248, O'Connor Australian Capital Territory, 2602 Australia
Contact Phone Number	02 6156 3305
Email	maintenance@bright-duggan.com.au

Location of regulated swimming pool

Street address	45 Leahy Close Narrabundah 2604 Australian Capital Territory Australia
Section	100
Block	30

Status of compliance of regulated swimming pool against the prescribed safety standards

Status	 Compliant
--------	---

Signature

As the person authorised to issue this certificate, I certify that -

- I have assessed the regulated swimming pool in accordance with the requirements of the Act, and
- the information provided in this certificate and any accompanying documents is true and correct.

Name	Chris Thynne
Authorised Person ID Number	SP0009
Signature	
Date	06 Jun 2025

Balance Sheet

As at 25/05/2026

ACT: Level 1, 4/55 Woolley Street, Dickson ACT 2602
NSW: Upstairs, 95-97 Monaro Street, Queanbeyan NSW 2620
PO Box 164 Jamison ACT 2614
P: (02) 6109 7700
E: admin@bridgestrata.com.au

THE OWNERS - UNITS PLAN NO. 1610

Claremont, 45 Leahy Close, NARRABUNDAH ACT
2604

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	1,159.18
Owners Equity--Admin	44,902.32
	46,061.50
Sinking Fund	
Operating Surplus/Deficit--Sinking	17,711.80
Owners Equity--Sinking	167,412.93
	185,124.73
Net owners' funds	\$231,186.23
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	50,803.68
Receivable--Levies--Admin	2,167.07
	52,970.75
Sinking Fund	
Cash at Bank--Sinking	112,138.42
Investments--Account 1--Sinking	76,504.59
Receivable--Levies--Sinking	1,438.83
	190,081.84
Unallocated Money	
	0.00
<i>Total assets</i>	243,052.59
Less liabilities	
Administrative Fund	
Creditor--GST--Admin	947.23
Prepaid Levies--Admin	5,962.02
	6,909.25
Sinking Fund	
Creditor--GST--Sinking	1,644.88
Prepaid Levies--Sinking	3,312.23
	4,957.11
Unallocated Money	
	0.00
<i>Total liabilities</i>	11,866.36
Net assets	\$231,186.23



Issue date: 27 May 2025

Certificate of Insurance

This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown in the Period of Insurance below and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the "Insurance Contracts Act, 1984".

INSURED:	The Owners of Unit Plan 1610	
INTERESTED PARTY(S):	Name	Classification
DESCRIPTION OF INSURED BUSINESS:	Residential Strata	
SITUATION OF RISK:	45 LEAHY CLOSE, NARRABUNDAH, ACT 2604	
SECTION 1:	<u>Property - Physical Loss, Destruction or Damage</u> Buildings - \$18,842,818.00 Common Contents - \$188,428.00	
SECTION 2:	<u>Voluntary Workers Personal Accident</u> Accidental Death & Disablement - Insured Weekly Benefits - Insured	
SECTION 3:	<u>Office Bearers' Liability</u> Limit of Indemnity - \$5,000,000.00 in the aggregate Period of Insurance	
SECTION 4:	<u>Fidelity Guarantee</u> Limit - \$100,000.00 in the aggregate Period of Insurance	
SECTION 6:	<u>Public Liability</u> Limit of Indemnity - \$50,000,000.00 each and every Occurrence	
SECTION 7:	<u>Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses</u> (a) Taxation and Audit Costs Limit of Indemnity - \$30,000 in the aggregate Period of Insurance (b) Workplace Health and Safety Breaches Limit of Indemnity - \$150,000 in the aggregate Period of Insurance (c) Legal Defence Expenses Limit of Indemnity - \$50,000 in the aggregate Period of Insurance	
POLICY NUMBER:	LNG-STR-20249279	
PERIOD OF INSURANCE:	29 May 2025 expiring on 29 May 2026 at 4pm Local Standard Time	
INSURER:	Chubb Insurance Australia Limited	

This certificate has been arranged by Us in our capacity as agents for the insurer/s named above. It does not reflect in detail the policy terms or conditions and merely provides a very brief summary of the insurance that is in existence at the date we have issued this certificate. If you wish to review the details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy wording, schedule and any other associated policy document.

DISCLAIMER - In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy or in accordance with the terms of the Insurance Contracts Act 1984. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration or cancellation to the policy of insurance.

This policy is issued by Longitude Insurance Pty Ltd (ABN 86 152 337 267) as an Authorised Representative (AR 424867) of Austagencies Pty Ltd (ABN 76 006 09 464) (Austagencies). Austagencies have binding authority from Chubb Insurance Australia Limited (ABN 23 001 642 020, AFSL 239687).

Insurance Valuation Report

For

Claremont

45 Leahy Close, Narrabundah ACT 2604

Scheme Number: 1610



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 184129

9 December 2022

Professional Indemnity Insurance Policy Number 1411189338PLP

PO Box 1280,
Beenleigh QLD 4207

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

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

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

QIA Group Pty Ltd

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SECTION 1 – INSURANCE VALUATION SUMMARY

1.1 Purpose of Report

We have been instructed by the Body Corporate to provide a building replacement valuation report that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at **45 Leahy Close, Narrabundah ACT 2604.**

1.2 Property Address

The property is situated at **45 Leahy Close, Narrabundah ACT 2604.**

1.3 Description of Building

The property comprises total twenty-eight residential apartments and townhouse style units in one double storey and one three storey building with vehicular accommodation provided by allocated spaces in a shared secure basement level garage. Common property includes swimming pool, driveway paving, boundary walls & fences and site landscaping. In accordance with the plans provided the date of registration of the scheme is 1997.

1.4 Client

The Proprietors Claremont.

1.5 Replacement Value

Recommended Insured Value: \$16,980,000 (Inc GST)

1.6 Inspector Details

Inspector Number

101



Signed for and on behalf of QIA Group Pty Ltd

SECTION 2 – INSURANCE VALUATION REPORT

2.1 Recommended Insured Value

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

2.2 Loss of Revenue

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

2.3 Current Trends

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

2.4 Periodic Reviews

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

2.5 Elements used in the Calculated Value of the Building Replacement

The calculated value of the building comprises of several elements:

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

2.6 Valuation

Replacement Building and Improvements Cost: \$12,910,000

Allowance for Cost Escalation:

Design and Documentation:	9 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	18 Months

Calculated at 6% over the period \$1,355,000

Progressive Subtotal: \$14,265,000

Professional Fees: \$1,140,000

Progressive Subtotal: \$15,405,000

Removal of Debris: \$645,000

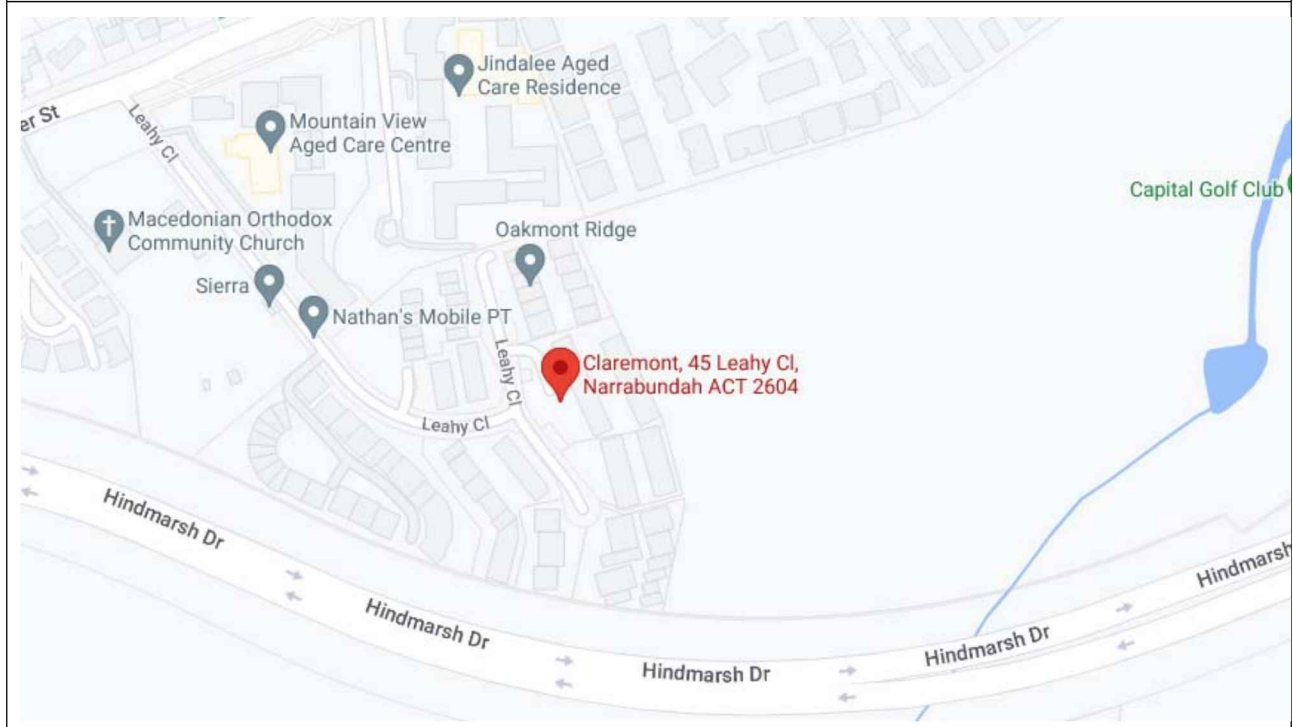
Progressive Subtotal: \$16,050,000

Cost Escalation for Insurance Policy Lapse Period: \$930,000

Progressive Subtotal: \$16,980,000

Recommended Insured Value: \$16,980,000 (Inc GST)

2.7 Site Location Map



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 *SITE FACTORS*

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

3.2 *ADDITIONS & IMPROVEMENTS*

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

3.3 *MAINTENANCE*

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

3.4 *SUMMARY OF CONSTRUCTION*

3.4.1 *Primary Method of Construction*

3.4.1.1 *FLOOR STRUCTURE*

FLOOR CONSTRUCTION: Reinforced concrete ground floor and upper floors.

3.4.1.2 *WALL STRUCTURE*

EXTERNAL WALL CONSTRUCTION: Load bearing masonry.

EXTERNAL WALL FINISHES: Rendered and painted.

3.4.1.3 *ROOF STRUCTURE*

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

ROOFING: Cliplock.

3.4.1.4 *DRIVEWAY STRUCTURE*

DRIVEWAY CONSTRUCTION: Concrete and paver.

3.5 *AREAS NOT INSPECTED - TYPICAL*

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

3.6 *SCOPE*

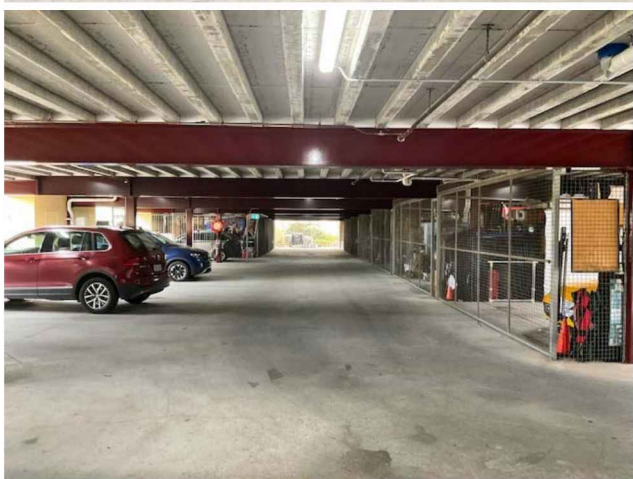
- This Inspection Report does not include the inspection and assessment of items or matters outside the stated purpose of the requested inspection and report. Other items or matters may be the subject of an Inspection Report which is adequately specified.
- The inspection only covered the Readily Accessible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

3.7 EXCLUSIONS

An Insurance Valuation Report does not cover or deal with:

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

SECTION 4 – SITE PHOTOGRAPHS



bright & duggan



australia's strata leader

Minutes of **Annual General Meeting**

To The Owners of Unit Plan No 1610

45 Leahy Close, NARRABUNDAH, ACT, 2604



Meeting Date:	Thursday 14 November 2024
Time:	05:30 PM
Address:	By the Pool, 45 Leahy Close, NARRABUNDAH, ACT, 2604
Present:	A Cheung Lot 8 L Walker Lot 12 M Mortensen Lot 14 P Rymer Lot 16 C & J Scally Lot 19 S Fitzsimons Lot 20 L Casamassima Lot 21 V Olley Lot 23 E Cutts representing Bright & Duggan
By proxy:	N Coulson Lot 10 Proxy to Chair P Fitzsimons Lot 20 Proxy to S Fitzsimons J Cornock Lot 25 Proxy to Chair
Pre-voters:	Shanker Singh & Anju Singh (Lot 1) Electronic vote Clayton Scott Acker (Lot 7) Electronic vote Matthew Edward Faulkner (Lot 13) Electronic vote Alexei Melnikov & Olga Melnikov (Lot 17) Electronic vote
Quorum:	Reduced Quorum

Motions

1. Election of Chair

V Olley

2. Acceptance of Proxies

The owners corporation accepts the received proxies.

3. Minutes

That the minutes of the last general meeting of the owners corporation be adopted as a true and accurate record of the proceedings of that meeting.

Motion CARRIED.

VOTES	FOR : 13	AGAINST: 0	ABSTAINED: 0
--------------	----------	------------	--------------

4. Financial Statements

That the attached statements of key financial information for the financial year ending on 30/9/24 for the administrative fund, the sinking fund and any other fund held by the owners corporation, be adopted.

Motion CARRIED.

VOTES	FOR : 13	AGAINST: 0	ABSTAINED: 0
--------------	----------	------------	--------------

5. Insurance Certificate

That the current insurance of the owners corporation, as detailed in the below table, be confirmed.

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
LNG-STR-20249279	Longitude Insurance	29 May 2025	BUILDING	\$17,945,541.00
			PUBLIC LIABILITY	\$50,000,000.00
			COMMON AREA CONTENTS	\$179,455.00
			LOSS OF RENT	\$2,691,831.00
			FIDELITY GUARANTEE	\$100,000.00
			VOLUNTARY WORKERS	Insured
			OFFICE BEARERS	\$5,000,000.00
			CATASTROPHE	15% of Building
			GOVERNMENT AUDIT COS	\$30,000.00
			WH&S APPEAL EXPENSES	\$150,000.00
			LEGAL EXPENSES	\$50,000.00
			LOT OWNERS IMPROVEME	\$300,000.00
			FLOOD	Insured
			FLOATING FLOORS	Insured
			PAINT / WALLPAPER	Insured
TOTAL PREMIUM: \$21,099.98				
Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
O/24-6708	CGU Insurance	29 May 2025	WORKERS COMPENSATION	As per Act
TOTAL PREMIUM: \$281.33				

Excess Refer to policy.

6. Insurance Renewal

That the Owners Corporation resolves to make arrangements in respect of insurances:

1. Delegate to the Committee to consider whether to vary or extend any insurances;
2. Delegate to the Strata Manager any functions pursuant to the Strata Management Agreement (additional services schedule where applicable) to undertake any of the above.

Motion CARRIED.

VOTES

FOR : 13

AGAINST: 0

ABSTAINED: 0

7. Insurance Claims - Acknowledgement

At the time of this notice the Owners Corporation of 1610 have no new or outstanding Insurance Claims.

8. Maintenance Issues - Acknowledgement

At the time of this notice the Owners Corporation of Unit Plan 1610 have no new or outstanding maintenance issue that have not been actioned.

9. Administrative Fund Expenditure Budget

That the proposed Administrative Fund Expenditure Budget of \$70,000.00 be accepted.

Motion CARRIED.

VOTES FOR : 13 AGAINST: 0 ABSTAINED: 0

10. Sinking Fund Expenditure Budget

That the proposed Sinking Fund Expenditure Budget \$80,000.00 be accepted.

Motion CARRIED.

VOTES FOR : 12 AGAINST: 0 ABSTAINED: 1

11. Levy Contributions

That the Owners Corporation for Units Plan 1610 determines an Administrative Fund Contribution of \$70,000.00 and a Sinking Fund Contribution of \$80,000.00

Levy Status	Period From	Period To	Due	Admin Fund	Per Lot Ent. Admin	Sinking Fund	Per Lot Ent. Sinking
	1/12/2024	28/02/2025	1/12/2024	\$17,500.00	\$1.75000	\$20,000.00	\$2.00000
	1/03/2025	31/05/2025	1/03/2025	\$17,500.00	\$1.75000	\$20,000.00	\$2.00000
	1/06/2025	31/08/2025	1/06/2025	\$17,500.00	\$1.75000	\$20,000.00	\$2.00000
	1/09/2025	30/11/2025	1/09/2025	\$17,500.00	\$1.75000	\$20,000.00	\$2.00000
Total	1/12/2024	30/11/2025		\$70,000.00	\$7.00000	\$80,000.00	\$8.00000

Interim Periods

Levy Status	Period From	Period To	Due	Admin Fund	Per Lot Ent. Admin	Sinking Fund	Per Lot Ent. Sinking
	1/12/2025	28/02/2026	1/12/2025	\$17,500.00	\$1.75000	\$20,000.00	\$2.00000
Total	1/12/2025	28/02/2026		\$17,500.00	\$1.75000	\$20,000.00	\$2.00000

Motion CARRIED.

VOTES FOR : 13 AGAINST: 0 ABSTAINED: 0

12. Payment Plan for Levy Arrears

That the Owners – Units Plan 1610 to agree to allow payment plans to be made with lot owners for matters involving arrears of unpaid contributions/levies or other amounts including interest/penalties, legal and other costs/expenses thereon and to delegate to the strata manager and/or the Executive Committee in their absolute discretion the ability to enter into, arrange and monitor each such payment plan.

Motion CARRIED.

VOTES

FOR : 13

AGAINST: 0

ABSTAINED: 0

13. Election of Executive Committee

That the Owners Corporation of Units Plan 1610 resolves to elect the executive committee as follows:

V Olley
A Cheung
L Casamassima
L Walker
S Singh
C Scally
P Fitzsimons
.

Motion CARRIED.

VOTES

FOR : 13

AGAINST: 0

ABSTAINED: 0

14. Strata Management Contract

1. The Owners Corporation gives notice to Bright and Duggan that they do not wish to renew the continuing contract for Strata Management that ceases on 12/11/25.
2. The Owners Corporation authorises the Executive Committee to negotiate with Bright and Duggan and/or another management company to find the best option for Owners.
3. The Executive Committee be authorised to engage the successful company.

Motion CARRIED.

VOTES

FOR : 13

AGAINST: 0

ABSTAINED: 0

15. General Business

Gardening: The meeting discussed the hedging around the walkways. The Chair will contact the Gardeners to have this attended to on their next visit.

Cracking: 2 Owners reported cracking in the lower complex. The EC will discuss having this investigated further and liaise with the strata manager

EV Charging: The meeting decided not to proceed at this stage as no resident/owner has an EV vehicle. This may be discussed at the 2025 AGM.

There being no further business the meeting closed at 6:25pm.

Bright & Duggan Pty Ltd

Managing Agents for Unit Plan No 1610

MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS - UNITS PLAN 1610

Claremont, 45 Leahy Close, NARRABUNDAH ACT 2604

The Annual General Meeting of The Owners - Units Plan 1610 was held at 45 Leahy Close Narrabundah on Wednesday, 3 December 2025 at 5:30 PM.

PRESENT:

S Singh (Unit 1), M Mortensen (Unit 14), C Scally (Unit 19), P Fitzsimmons (Unit 20),
L Casamassima (Unit 21), V Olley (Unit 23).

Craig Bowditch & Mitch Sweeting - Bridge Strata.

PROXIES:

N Coulson	F/O	V Olley
A Cheung	F/O	The Chair

Reduced Quorum: The meeting opened and noted that a quorum was not reached. With the consent of those present, the meeting progressed under the Reduced Quorum pursuant to Section 3.10 of the *Unit Titles (Management) Act 2011* which reads that a Reduced Quorum decision is disallowed if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be disallowed signed by a majority of people entitled to vote on the relevant motion at the time of signing.

1 CHAIRPERSON

V Olley was elected as Chairperson for the meeting.

2 MINUTES

Proposed that the minutes of the last General Meeting of the Owners Corporation be confirmed as a true record of the proceedings of that meeting. **Carried.**

3 FINANCIALS

Proposed that the financial statement as prepared for the financial year ending 30/09/2025 be accepted. **Carried.**

4 AUDIT

Proposed that the Owners Corporation appoint an auditor to audit the accounts and financial statements of the Owners Corporation. **Carried.**

5 FIRE SAFETY REPORT

Proposed that the Owners Corporation obtain a 12 month fire certificate. **Carried.**

6 BUILDING DEFECTS

Owners present discussed the minor cracking prevalent in multiple Units. The Manager advised that a builder had attended to inspect those within Units 3 & 10 and a report is being prepared. Manager to provide to the incoming Executive Committee for review and action where needed.

Mr Mortenson noted that repair works recently undertaken on his balcony appeared faulty and will contact Manager if assistance is required.

Noted that Owners who are aware of any defects are requested to advise the Executive Committee and/or Manager.

- 7 **MAINTENANCE PLAN**
Proposed that the Owners Corporation continue with the current plan for the ongoing maintenance of the common property. **Carried.**
- 8 **INSURANCES**
Proposed that the Owners Corporation make arrangements in respect of insurances to delegate to the Committee to consider whether to vary or extend any insurances. **Carried.**
- 9 **SINKING FUND FORECAST**
Proposed that the Owners Corporation accepts the 10-year Sinking Fund Forecast in accordance with Section 82 of the *Unit Titles (Management) Act 2011*. **Carried.**
- 10 **TRANSFER OF FUNDS**
Proposed that the Owners Corporation approve the transfer of \$35,000 from the Administrative Fund to the Sinking Fund. **Carried.**
- 11 **BUDGET**
Proposed that:
(a) the Owners Corporation estimates that in respect of the period ending **30/09/2026** it will need to credit to its administrative and sinking funds for actual and expected expenditure referred to in those subsections the amounts set out in the **General Funds Budget** pursuant to *Sections 75 and 81* of the *Unit Titles Management Act 2011* that was attached to the notice of the meeting at which this resolution was passed; and
(b) the Owners Corporation determines that the following amounts are to be levied to raise the estimated contributions:
(i) to the administrative fund, the sum of **\$90,000 including GST**; and
(ii) to the sinking fund, the sum of **\$55,000 including GST**; and
(c) those amounts are to be paid by regular equal Quarterly instalments due on the **01/01/2026** and subsequent instalments being due on **01/03/2026, 01/06/2026, 01/09/2026**. **Carried.**
- 12 **EXECUTIVE COMMITTEE**
Proposed that the following Owners are elected to join the Executive Committee until the next AGM: M Mortenson (Acting Chair), C Scally, S Singh, L Casamassima, P Fitzsimmons. **Carried.**
- 13 **APPOINTMENT OF MANAGING AGENT**
Proposed that in accordance with the *Unit Titles (Management) Act 2011* that:
(a) Bridge Strata P/L be appointed as Manager of Units Plan No 1610
(b) The Owners Corporation delegate to the Agent all of the functions of
(i) the Owners Corporation (other than those listed in the Act); and
(ii) its secretary and treasurer necessary to enable the agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement; and
(c) the delegation to the Agent is to be subject to the condition and limitation in the Agreement. **Carried.**
- 14 **GENERAL BUSINESS**
Unit 2 Pipe: Ms Olley noted the damage to the downpipe along Unit 2, requesting that a plumber be contacted to proceed with repairs. Manager to action.

Unit 4 Tenants: The meeting discussed the tenants in Unit 4, noting that the golf course managers had expressed concern around their behaviour. Manager advised that the property manager of Unit 4 is aware of the problem. The Manager will work with incoming EC and escalate if necessary.

Vote of Thanks: The meeting noted that Ms Olley was selling her unit and would no longer be part of the OC in the immediate future. The meeting thanking Ms Olley for all her work over the years.

CLOSURE: There being no further business, the meeting closed at 6:10 PM.

Minutes of the EC meeting
Date: Saturday 28th September 2024
Venue: Unit 23
Time 09:30

Present: Vanessa Chairperson (Unit 23)
Ada Unit 8
Lucio Unit 21
Mark Unit 14
Kit Unit 19
Leonie Unit 12
Craig Bowditch Bridge Strata

Apologies: Lillace Unit 27
Liam Unit 26

Meeting opened at 09:35

Item	Topic	Discussion	Action
1	Intoduction of Craig Bowditch as Principle of Bridge Strata		
2	Question: "When will you be bought out?"	Craig explained that he was 56 and his partner Jan Brown was in her 70's. His plan is to succeed her and then work on his own succession planning. At this stage he is planning to work into his 60's. He did mention that they had just changed IT companies but that he just heard that they had been merged so these things do happen, although he doesn't see it happening at this stage.	
3	A bit about the company and Craig	Craig grew up in Canberra and graduated from ANU. He moved to Melbourne briefly before returning to work in the family strata management company (ACT Strata) which was eventually bought out by Whittles. He started his own company with Jan Brown who has been involved in strata management since 1988. Both have extensive experience. The office is based in Dickson and they have a staff of 14 (some part-time) and have the finance officer in that office. They believe the job is to guide the EC and owners on points of law and to keep the books professionally and make them easy to read. Claremont is attractive to them as they consider 12-40 units their sweet spot. Craig would be the manager for the first 12 months, but would also introduce Mitch and Caitlin to the EC as part of the team.	
4	Debt collection and penalties	There are 3 stages.	

		1.They send out the levy notices and the first reminder after failing is pay is free. 2.There is a charge of \$33 for the next reminder. 3.Debt collection, but only after seeking permission from the EC. If an owner is 2 quarters in arrears and doesn't appear to be making an effort to correct the debt then they would contact the EC for approval for debt collection. Once it goes to debt collection it is then purely in the hands of the debt collectors.	
5	4 Corners questions	Bridge Strata do collect a commission from brokers that do Insurance broking. They use Gallaghers or MJ preferentially as they have a good relationship with them but the EC would be free to use another broker if they choose. Would expect 3-4 quotes and a recommendation from the broker.	
6	Audit fees	Bridge Strata uses Hardwicks typically for audits at a cost of ~\$2000 + \$300 for providing information to the auditor. Would be happy to investigate using Matthew Faulkner or Kelly and Partners as we have used them before.	
7	Process to proceed	The one year current contract finishes on 13 th November 2024. Vanessa to review contract and EC to investigate how to move forward. Likely to require vote at the AGM. Craig left the meeting at 10:30.	Vanessa to send copy of contract to EC for review.
	NEW BUSINESS		
8	Discussion about changing Strata Management	EC voted to recommend to owners to change Strata Management to Bridge Strata.	Leonie to seek legal advice about releasing Claremont from the current contract. Vanessa to inform Bright and Duggan. Motion at AGM to change managers depending on advice.

Next meeting: TBA

Meeting closed at 10:40.

Minutes of the EC meeting
Date: Saturday 8th June 2024
Venue: Unit 21
Time 0930

Present: Vanessa Chairperson (Unit 23)
 Leonie Unit 12
 Lucio Unit 21 (Thank you for hosting)
 Mark Unit 14
 Kit Unit 19
 Lillace Unit 27
 Ada Unit 8

Apologies: Liam Unit 26

Meeting opened at 0935

Item	Topic	Discussion	Action
1	Confirmation of Previous Minutes	CONFIRMED	NA
	PREVIOUS BUSINESS		
2	Claremont gmail account	Agreed that few people were using it and that EC members would prefer original email addresses. Vanessa will continue to send to gmail as well for any using it.	NA
3	EV charging	Solar Choice – coming next week	Kit to put notes out to residents
4	Balcony ceiling restoration	Unit 17 very happy with the work Unit 25 to be scheduled	Quote yet to be received for U25, but EC agreed if in same ball park as 17 to proceed. Emma to send work order to Antoniak Tiling and Renovations and to co-ordinate with Unit 25 owner.
5	Hopper room and door lock	- Council has broken lock again. - Should be covered under warranty but Key Focus is quoting for a call out fee (\$185). - CLASS locksmiths – discuss situ and proceed if they can provide assurances of warranty on repair. - EC agreed to leave unlocked / not repaired for now until we see whether anyone opens roller outside of the collection roster.	Vanessa to let B&D know
6	Painting	Concluded and bill received.	NA

7	Arrears	One owner is considerably overdue in payments - now in debt collection phase, with lawyers involved. Bright and Duggan to send out advice on payment process given some confusion re different portals and payment methods leading to incorrect late notices being sent and received.	B&D to send email to owners advising that if they wish to pay in fortnightly or monthly instalments then it needs to be set up through the Stratapay on the portal. They then won't get arrears letters or interest charged if they keep to the schedule chosen.
8	Pest management	Three Rivers Pest Control did a walk around but have not quoted. EC agreed to wait for Spring to action.	B & D to send quote when received.
9	Gardening	Corporate Garden walk around occurred (Ryan). Agreed to take out, prune and cut back down side of Unit 28. Did not think hours needed to be added just need better action. Will provide quote on mulching alongside Unit 16. Noted need to regularly fertilise citrus – Mark agreed to manage, including not using any pellet form given pet and wildlife traffic. Hurley Bird completed Unit 1 tree maintenance – trimmed and evened up Manchurian Pear, (MP) and removed small MP.	Corporate Gardens quote to be forwarded when received. Mark re citrus fertilizer
10	Audit	B&D are still discussing how to resolve – noting they included the levies which were forecast and that the EC had directed no audit to be completed, the EC agreed to leave it with B&D to resolve and not pay at this stage.	B&D
11	Gutter cleaning	Completed	NA
12	Plumbing	EC received 2 quotes about fixing leaking taps and the garage toilet.	Emma to send work order to Venture plumbing and to let owners/residents know

		Agreed to go with Venture Plumbing quote (\$2375.67 for 21 taps, toilet and drainage for porticos in lower complex)	when water will be turned off.
	NEW BUSINESS		
13	Height Safety	Compliance is due. Quote was for AUD803, and noting this would cost more to change companies, EC agreed to quote.	B&D to issue work order to Rope Access.
14	Bulk Energy Accounts	Accounts to be with same provider	EC members asked to keep an eye on this.
15	Insurance	EC went with Longitude for the building insurance.	NA
16	Light outside Unit 1	Piotr replace at a cost of AUD250. Thanks Piotr, much appreciated.	NA
17	Lock on paint door missing	Vanessa to find.	
18	Unauthorised access to property	Mark / Kit both noted unauthorised access to Claremont property. Reminder to community re locking doors / garages and to remain alert. Request from Lillace that any approaches to strangers re their business on the property be polite and respectful noting the potential for legitimate visitors / contractors.	B&D to send reminder re safety and security to Claremont owners / tenants, highlighting vigilance and locking of all doors.
19	Chair absence	Vanessa is away until early July. Will not have regular access to email or phone – please email B&D and other EC members as required. Lillace holds key for shed.	For information

Next meeting: July 20th 0930 (location TBA)

Meeting closed at 1030

Minutes of the EC meeting
Date: Saturday 14th September 2024
Venue: Unit 23
Time 09:30

Present: Vanessa Chairperson (Unit 23)
 Ada Unit 8
 Lucio Unit 21
 Mark Unit 14
 Kit Unit 19

Apologies: Lillace Unit 27
 Leonie Unit 12
 Liam Unit 26

Meeting opened at 0935

Item	Topic	Discussion	Action
1	Confirmation of Previous Minutes	CONFIRMED	NA
	PREVIOUS BUSINESS		
2	EV charging	Solar Choice has prepared a draft report. Kit is following up final details. Noted that prices are dropping as more installations occur. Report will be available at AGM (likely Nov).	Kit adding explanatory notes for owners.
3	Strata Management Review	Bridge Strata has sent through a proposal for the EC to consider. It is a much smaller company and similar costings for comparison. (B&D \$13,338 vs \$11,000 BS + additional fees eg. Audit and BAS preparation) Four Corners episode was discussed. Noted that as an active EC we were in a better position to protect owners. AGM budget meeting with B&D scheduled for 27/9 at 1:30pm.	Vanessa to arrange a meeting with Craig Bowditch for the EC to ask further questions. Kit to attend meeting with Vanessa.
	NEW BUSINESS		
4	Unit 9 Sliding door	A golf ball struck and shattered the sliding door downstairs. Owners are advised that if the Golf Course doesn't pay for the damage then the door is 50/50 owners/BC responsibility.	Bright and Duggan to follow up with Owner and Golf Course.
5	Dogs off leash	Several dogs have been seen off leash within the Common Property grounds.	Emma to resend email to owners reminding them of the responsibility to keep animals on leash.

6	Removal of dumped cars from Bentley street car park	It was noted that the 2 vehicles that had been parked in the street car park have finally been removed.	
7	Garden mulch	Mulching the common area between the upper and lower complex will occur in December.	
8	Unit 1 security door	Vanessa has spoken to the owner and the door will be painted when the weather warms up.	
	CORRESPONDENCE		
	Unit 1 – Magnolias from previous owner	Vanessa contacted the previous owner about the pots with magnolias left in the garden. The owner has donated them to the OC.	Gardening Committee will plant in the garden.

Next meeting: TBA

Meeting closed at 10:00

Minutes of the EC meeting
Date: Saturday 22nd February 2025
Venue: Pool
Time 1pm

Present: Vanessa Chairperson (Unit 23)
 Kit Unit 19
 Lucio Unit 21
 Paul Unit 20

Apologies: Leonie Unit 12
 Ada Unit 8
 Shankar Unit 1

Meeting opened at 1pm

Item	Topic	Discussion	Action
1	Confirmation of AGM minutes	Agreed	
2	Previous Business Balcony balustrade glass – Unit 23	Completed	Emma to confirm that balustrade glass is OC responsibility. Emma to check whether Insurance will cover expense.
3	Spraying for spiders	Completed	
4	Gardens and trees	Three quotes received. Hurley Bird \$1980 inc. GST (+\$1200 +GST for Unit 16 Manchurian Pear Agreed to leave mulch for free Hurley Bird could also sell us a truck load of their mulch for \$330. ACT Tree Felling \$880 inc GST – didn't include Unit 16 tree as they didn't contact when onsite. Treeworks \$3212 in GST Includes Unit 16 tree and agreed to leave mulch.	Emma to send work order to Hurley Bird (including Option 1).
5	Sewage inspection	Three quotes received. Water Tight \$1122 inc. GST Platinum Plumbing \$2068 inc. GST O'Neill and Brown \$5214 inc. GST Water Tight and Platinum have previously attended.	Emma to send work order to Water Tight.
6	Parking in the Garage	Email sent to owners. No further problems reported.	
7	Pool	Skimmer box lid hasn't been replaced yet but now children are back at school, it will can be done safely.	
8	New Business Fire Extinguishers	Wormald has reported that the 2 garage extinguishers will need to be replaced at a cost of \$555.50 inc. GST. (5 yearly requirement)	Emma to send work order in August.

		Agreed to delay work order until August and to retain the current extinguishers when they are replaced.	
9	Update on Legislation	New legislation requires the provision of an Insulation certificate and Pool certificate to landlords for new rentals. Pool Certificate \$395 Insulation Certificate \$350	Emma to send work order Pool Certificate and Insulation Certificate.
10	Correspondence Unit 25 – skip in the car park	Approved Full skip to be removed on Tuesday, after lunch	
11	Units 3 and 4 – broken garage entry lock	Class Locks attended but were unable to fix or replace the lock. They provided a quote for \$787 to replace the lock. Vanessa found a replacement lock for \$267.70 which should arrive on Monday. We will still need to pay the \$130 call out fee for Class. Agreed to reimburse Unit 23	Emma to arrange reimbursement for lock to Unit 23.
12	Unit 3 – storage shed in garage space	Approved	
13	Unit 3 – cracks in wall near stairs - Roof leak	May need to check with owners in the lower complex again about cracks. Need to get some photos for reference. Eagle Roofing and Sutton Roofing are currently unavailable. Alltek has no call out fee for small job call outs.	Emma to send email to owners requesting any information about cracks and to include photos. Emma to send work order to Alltek to investigate the leak.

Next meeting: 22nd March 2025 at 1pm.

Meeting closed at 1:30pm.

Minutes of the EC meeting
Date: Saturday 22nd March 2025
Venue: Pool
Time 1pm

Present: Vanessa Chairperson (Unit 23)
 Kit Unit 19
 Lucio Unit 21
 Paul Unit 20
 Leonie Unit 12
 Shankar Unit 1

Apologies: Ada Unit 8

Meeting opened at 1:05pm

Item	Topic	Discussion	Action
1	Confirmation of AGM minutes	Agreed	
2	Previous Business Update on Legislation	The Insulation certificate inspection is booked in on 25 th March. The Pool certificate inspection is booked in for 28 th March.	
3	Garage lock replacement	Thank you to Jon for fixing the lock.	
4	Gardens and trees	Completed Jon, Vanessa and Jaxson moved the mulch pile. Hurley Bird will let us know when they can deliver a load of mulch.	
5	Sewage line inspection	Completed No major issues found, but a fat blockage was cleared in the lower complex pipes (golf course side).	Owners and residents are reminded not to put oils down the sink.
6	Pool	Jon has replaced the skimmer box cover and the surrounding ring. He also siliconed the cracks. Total cost (\$198.98)	Emma to arrange reimbursement to Unit 23. Reimbursement has been approved for payment
7	Unit 3 roof leak	A work order has been sent. Emma following up with Alltek.	Emma to follow up again with Alltek. Followed up with Alltek again, they are having difficulties trying to get a hold of Gillain, will try again tomorrow 28/03
8	New Business Car Park line marking	The visitors' car park lines are fading out. Discussed whether to get a quote or do it ourselves.	

		Agreed to purchase paint and do in stages to avoid disruption.	
9	Arrears	The owner in debt collection is making regular payment. It was noted that the \$50,000 investment account was missing from one part of the Status Report but that it has now been rectified. Owners are reminded to ensure that their contact information is up to date with Bright and Duggan to avoid incorrect mailings.	Owner are asked to check that their contact details are up to date with Bright and Duggan.
10	General clean up	It has been noted by some residents that a clean up of the complex (garage and balconies) would be beneficial. Residents should be able to park their vehicle wholly within their garage lot and not intrude into the common space or impact their neighbour's lot. Agreed to try and time it for a bulk waste collection.	Emma to investigate when we would qualify for another Bulk Waste collection. Available Dates ☐ Monday, July 7, 2025 ☐ Monday, September 15, 2025 ☐ Monday, December 1, 2025
11	Theft from Unit 3 garden	Three pots were removed from in front of Unit 3, including a bonsai, a large blue pot and a red pot. Thankfully two of the three were returned anomalously.	Owners to be vigilant and maintain security around the complex.
12	Balcony ceilings – Units 26 and 23	Unit 26 has reported that their balcony ceiling needs replacing due to water damage from the upper balcony drain leaking. Unit 23's ceiling is also in need of repair. Antoniak Tiling and Renovations has quoted \$5258 each if done at the same time. This is the same as the quote for Unit 25's ceiling. Approved	Emma to send a work order to Antoniak Tiling and Renovations for the replacement of Unit 26's and Unit 23's balcony ceilings. Work order has been issued 27/03
13	Correspondence Unit 25 – removal on 21 st March	Owner requested blocking off 3 car parks to enable removal.	Approved Note to owners – Removals should not occur before 7am.

14	Unit 26 – damage around front windows	Owner reported internal damage caused by water ingress through the external side of the window. Owner is getting quotes. Discussed getting a Handyman to re-silicone the edges of the windows.	Emma to suggest possible Handymen for obtaining quotes.
15	Unit 1/2 – leak around the portico	Shankar reported that the leak around the portico had returned. Handyman could silicon the rear edge of the portico to prevent backflow as part of item 14.	

Next meeting: 3rd May 2025 at 1pm.

Meeting closed at 1:40pm.



australia's strata leader

Minutes of

Strata Committee Meeting

To The Owners of Unit Plan No 1610

45 Leahy Close, NARRABUNDAH, ACT, 2604

Meeting Date:

Friday 23 May 2025

Address:

Online only

Present:

Shanker Singh (Lot 1) Electronic vote
Ms A Cheung (Lot 8) Electronic vote
Ms L Walker (Lot 12) Electronic vote
Mr Christopher Scally (Lot 19) Electronic vote
Mr Lucio Casamassima (Lot 21) Electronic vote
Ms Vanessa Olley (Lot 23) Electronic vote

In attendance:

Emma Cutts Bright & Duggan

1. Insurance Renewal

That the Strata Committee resolves, pursuant to Section 100 of the Unit Titles (Management) Act 2011, to enter into a contract of insurance to insure and keep insured, the building if it is destroyed or damaged by any occurrence specified in the policy. Further, in accordance with the resolution passed at the last Annual General Meeting, the Strata Committee for 1610 CLAREMONT approve to renew the insurance period 29th of May 2025 to 29th of May 2026 with one (1) of the following alternatives as per the renewal documentation attached to this notice. The first alternative policy terms are those as recommended by the insurance broker.

Please Note: To ensure the Scheme remains insured at all times and following advice from the appointed Broker, unless instructed otherwise prior to 10:00am on 23rd of May 2025 we will process the renewal with the recommended insurer Longitude Insurance and CGU Workers Compensation to the total premium of \$23,388.74 including GST.

Due to the time restrictions and importance of having the Scheme correctly covered by insurance, the insurance policy will be renewed with the recommended insurer prior to the expiry date if a Committee resolution has not been reached, the motion is Defeated or Lost & no other written instructions have been provided by the Committee.

Please see the summary table below and refer to the Broker's Advice for a detailed analysis:

Insurer	Building Sum Insured	Property Excess	Total Insurance Costs Payable (Inc. CGU W/Comp)
Longitude Insurance	\$ 18,842,818	\$ 2,000	\$ 23,388.74
Strata Unit Underwriters	\$ 18,842,818	\$ 2,000	\$ 26,638.89
Flex Insurance	\$ 18,842,818	\$ 2,000	\$ 28,454.97
Axis Underwriting Services	Declined to provide a quotation due to the claim's history		
CHUBB Insurance	Chubb Insurance unable to quote due to total sum insured is below their minimum limit of \$ 25,000,000		
CHU Underwriting Agencies	Approached, however did not provide a response If CIB receives a response from the insurer, we will provide an update your Strata Manager		
Insurance Investment Solutions			
QUS			
Strata Community Insurance			

In line with the Strata Community Association Best Practice Guide on Insurance Disclosure, developed based on Strata insurance renewals: standard practice, Trowbridge, John. (2022) Independent Review of Strata Insurance Practices – Phase 1, we advise the following in relation to the total Insurance Premium payable.

INSURANCE DISCLOSURES AND PREMIUM BREAKDOWN

	Current Insurance Costs	Longitude Insurance	Strata Unit Underwriters	Flex Insurance
Building Sum Insured	\$ 17,945,541	\$ 18,842,818	\$ 18,842,818	\$ 18,842,818
Base Premium (includes commission if applicable)	\$ 18,373.30	\$ 20,007.49	\$ 22,962.17	\$ 24,813.15
ESL or FSL* (Government Levies)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Stamp Duty	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Underwriting Agency Fee	\$ 275.00	\$ 350.00	\$ 350.00	\$ 150.00
Broker Fee	\$ 533.50	\$ 650.00	\$ 650.00	\$ 650.00
GST** All Items	\$ 1,918.18	\$ 2,100.75	\$ 2,396.22	\$ 2,561.32
Total Insurance Cost** (Incl GST)	\$ 21,099.98	\$ 23,108.24	\$ 26,358.39	\$ 28,174.47
Commission ** (Included in Base Premium)	\$ 3,674.66	\$ 4,001.49	\$ 4,592.43	\$ 4,962.65
Allocation of remuneration				
Strata Manager** (ex GST)	\$ 3,215.33	\$ 3,801.42	\$ 4,362.81	\$ 4,714.52
Broker** (ex GST)	\$ 992.83	\$ 850.07	\$ 879.62	\$ 898.13
Conflicts of Interest	Collective Insurance Brokers Pty Ltd (CIB) and your Strata Management Company (where applicable if acting as an Authorised Representative / Distributor of CIB), manage our fiduciary obligations and any conflict of interest that may arise, by acting in the insured's best interest at all times. As a member of the National Insurance Brokers Association, we adhere to their Code of Conduct, and we are licensed and regulated by the Australian Securities and Investments Commission. Important information about CIB and how we conduct our business with your Strata Management Company, are contained within the Financial Services Guide (FSG), provided with this report.			
Best Interest Declaration	In preparing this broker advice, Collective Insurance Brokers and your strata management company (where applicable) have acted in the best interest of the insured at all times. Jason Starr-Thomas – EGM CIB and Responsible Officer of Collective Insurance Brokers Pty Ltd			
Total Insurance Remuneration** (ex GST)	\$ 4,208.16	\$ 4,651.49	\$ 5,242.43	\$ 5,612.65

* ESL - Emergency Services Levy, FSL - Fire Services Levy, GST - Goods & Services Tax

** Please note the final insurance costs payable may be subject to minor rounding variances of up to \$1.00. This variance is due to standard rounding processes applied during the calculations for GST, Fees and Government Duties.

CGU WORKERS COMPENSATION INSURANCE DISCLOSURES AND PREMIUM BREAKDOWN

	Current Insurance Costs	CGU Workers Compensation 2025 - 2026
Base Premium (includes commission if applicable)	\$ 250.00	\$ 250.00
ESL or FSL* (Government Levies)	\$ 5.75	\$ 5.00
Stamp Duty	\$ 0.00	\$ 0.00
Underwriting Agency Fee	\$ 0.00	\$ 0.00
Broker Fee	\$ 0.00	\$ 0.00
GST* All Items	\$ 25.58	\$ 25.50
Total Insurance Cost (Incl GST)	\$ 281.33	\$ 280.50
Commission (Included in Base Premium)	\$ 12.50	\$ 12.50
Allocation of remuneration		
Strata Manager (ex GST)	\$ 10.94	\$ 11.88
Broker (ex GST)	\$ 1.56	\$ 0.62
Conflicts of Interest	Collective Insurance Brokers Pty Ltd (CIB) and your Strata Management Company (where applicable if acting as an Authorised Representative / Distributor of BCB), manage our fiduciary obligations and any conflict of interest that may arise, by acting in the insured's best interest at all times. As a member of the National Insurance Brokers Association, we adhere to their Code of Conduct, and we are licensed and regulated by the Australian Securities and Investments Commission. Important information about BCB and how we conduct our business with your Strata Management Company, are contained within the Financial Services Guide (FSG), provided with this report.	
Best Interest Declaration	In preparing this broker advice, Body Corporate Brokers and your strata management company (where applicable) have acted in the best interest of the insured at all times. Jason Starr-Thomas – EGM CIB and Responsible Officer of Collective Insurance Brokers Pty Ltd	
Total Insurance Remuneration (ex GST)	\$ 12.50	\$ 12.50

1.1 Insurance Renewal Insurer Alternative 1

That the Strata Committee acknowledges receipt of the Insurance Renewal Submission from the appointed Insurance Broker and the attached Financial Services Guide, and under the authority of the relevant legislation, the Strata Committee for 1610 CLAREMONT approve the recommended insurer **Longitude Insurance and CGU Workers Compensation to the total premium of \$23,388.74 including GST.**

Motion CARRIED.

VOTES

FOR : 6

AGAINST: 0

ABSTAINED: 0

1.2 Insurance Renewal Insurer Alternative 2

Defeated that the Strata Committee acknowledges receipt of the Insurance Renewal Submission from the appointed Insurance Broker and the attached Financial Services Guide, and under the authority of the relevant legislation, the Strata Committee for 1610 CLAREMONT approve the insurer **Strata Unit Underwriters and CGU Workers Compensation to the total premium of \$26,638.89 including GST.**

Motion DEFEATED.

VOTES

FOR : 0

AGAINST: 6

ABSTAINED: 0

1.3 Insurance Renewal Insurer Alternative 3

Defeated that the Strata Committee acknowledges receipt of the Insurance Renewal Submission from the appointed Insurance Broker and the attached Financial Services Guide, and under the authority of the relevant legislation, the Strata Committee for 1610 CLAREMONT approve the insurer **Flex Insurance and CGU Workers Compensation to the total premium of \$28,454.97 including GST.**

Motion DEFEATED.

VOTES

FOR : 0

AGAINST: 6

ABSTAINED: 0

Bright & Duggan Pty Ltd
Managing Agents for Unit Plan No 1610

Minutes of the EC meeting
Date: Saturday 25^h October 2025
Venue: Unit 23
Time: Noon

Present: Vanessa Chairperson (Unit 23)
 Kit Unit 19
 Lucio Unit 21
 Ada Unit 8

Apologies: Shankar Unit 1
 Leonie Unit 12
 Paul Unit 20

Meeting opened at 12:05pm.

Item	Topic	Discussion	Action
1	Confirmation of AGM minutes	Agreed	
2	Previous Business AGM budgets	The Administration fund balance is currently \$49,385.75 and the Sinking fund balance is \$150,265.54. The EC discussed whether to go forward with a GST registered budget or without. As a GST registered budget would be beneficial when the building painting is done (tax credits returned to the OC) it was decided to proceed with that budget. Levies for Administration fund (\$90,000) and Sinking fund (\$50,000) – approx. \$100 per quarter cheaper. It was decided to transfer some of the excess Administration funds to the Sinking fund (\$35,000 to be ratified at the AGM).	Bridge to arrange AGM papers using the GST registered budget. Craig to include motion to transfer \$35,000 from Administration Fund to Sinking Fund. Craig to liaise about dates for the AGM.
3	Path	Resin Inject has been in contact with Ada and is arranging a mutually convenient time quote.	Ada following up.
4	Sinking Fund Forecast Report	The current report is out of date as it needs to be renewed every 5 years. A work order has been issued to obtain a new one from QIA. 2 painting quotes have been arranged to inform the SFFR.	
5	Cracks in internal walls of Units 3 and 10	A builder has investigated and will provide a report to Bridge Strata. It is believed to be settling cracks, not structural.	Bridge to forward report when it is received.
6	New Business Sewage line inspection	Three quotes were obtained for the sewage line inspection. They provided separate quotes for CCTV and Jetting. Level Plumbing - \$3300 jetting, \$3520 CCTV	Bridge to send a work order to Water Tight for the jetting of the sewage lines.

		Venture Plumbing - \$1199 jetting, \$1829 CCTV + jetting Water Tight - \$800 jetting, \$800 CCTV It was decided to go with Water Tight with the jetting.	
7	Hopper bin clean	The bins weren't cleaned last year due to the company having lost their computer information. Bins will be cleaned again in December.	
8	Correspondence Unit 28 – bike theft	A \$2000 mountain bike was stolen from the garage of Unit 28. It was suspected that the thieves got in through an entrance door that was left open by some real estate agents.	Residents to maintain security in the garage area.
9	Cracks in balcony tiling - Unit 19	Kit has reported a crack in the grout on the upper balcony.	Brodie Antoniak to provide quote to rectify.

Next meeting: AGM

Meeting closed at 12:20pm.

Vanessa informed the EC that she (and Jon) will be unavailable next year as they will be moving.

Minutes of the EC meeting
Date: Saturday 16th August 2025
Venue: Unit 23
Time 12 pm

Present:	Vanessa Kit Shankar Leonie Lucio	Chairperson (Unit 23) Unit 19 Unit 1 Unit 12 Unit 21
Apologies:	Ada Paul	Unit 8 Unit 20

Meeting opened at 12:06pm.

Item	Topic	Discussion	Action
1	Confirmation of AGM minutes	Agreed	
2	Previous Business Strata Management review	Craig Bowditch has been in contact with Bright and Duggan and is happy with the progress so far. Bright and Duggan have been helpful. It has been suggested that the accounts will be closed on either 5 th September or 8 th September so owners will be unable to pay anything into those accounts after that and will need to wait for the new details from Bridge Strata.	Bright and Duggan to send an email to owners on payment plans to cease payments before the account closing date. Owners will be advised of new payment details by Bridge Strata after 8 th September.
3	Balcony ceilings (Units 23/26)	The work has nearly been completed. However, the recent rain revealed further leaks from the upper balconies. Unit 26 required a new waste due to a cracked collar (with tiling and waterproofing) at a variation of \$750. It was also found that the lower balcony had the same problem so this was also fixed at a further variation of \$750 to prevent further leaking into the garage area below. Unit 23's upper balcony was found to be leaking at the ends. This was fixed at a variation of \$750. It was agreed that the variations were necessary so that no further damage would occur. The painting will be finished next week.	Bright and Duggan to pay invoice on completion.
4	Chris Gifford's work	The woodwork around the porticos in the upper complex has been largely completed. The rot in the timbers around Units 17/18 and 19/20 was more extensive than expected and required a variation of \$750. The EC agreed that Chris had done an excellent job so far. Chris submitted a quote to fix the portico of Units 1&2 at a cost of \$1550.	Emma to send a work order to Chris Gifford for the work on Units 1&2.

		EC agreed.	
5	Roof Height Safety	Rope Access attended to change the non-compliant ladder systems. Unfortunately they moved the access ladder on the lower complex and had to return to move it back to its original position. A new compliance certificate will be requested.	Emma to request new compliance certificate from Rope Access.
6	New Business Garden	Ryan from Corporate Gardens did a walk around and has provided a report for the EC. He quoted to do the extra mulching next to Unit 16 and the high garden hedge (\$5195 for approx. 20 m3). EC agreed to continue to do our own mulching with hopefully more volunteers. Some of the Agapanthus have mealy bug infesting them. It was agreed that residents would cut back the effected plants and then the gardeners would spray them.	
7	Investment accounts	The investment accounts were due for renewal but have been closed to make the transfer easier. EC will reinvest with Bridge Strata.	
8	Quote for Unit 14 balcony	Unit 14 had a problem with discolouration around the tiles. A quote of \$330 was received to acid wash the tiles. The owner was requested to provide a photo of the damage so that the EC could evaluate but has not sent one so far. EC agreed to defer decision until a photo was obtained.	
9	Reimbursement to Unit 19	Unit 19 was reimbursed for the purchase of the pool scoop. They were given \$53.80 but only required \$22. (The actual total amount on the receipt was \$55.91.) EC agreed that the credit would be used for further hardware purchases required by EC in the future rather than trying to sort it out with the finance department.	
10	Correspondence Unit 4 tenants	Members of the EC have received several complaints about late night noise from the residents in Unit 4. Bright and Duggan have sent a notice to the managers of Unit 4 advising them of the problem. Owners and residents are reminded that excessive noise after 10pm can be reported to ACT Policing on 131444.	

Next meeting: 20th September 2025 at 11am. Unit 23

Meeting closed at 12:40pm.

Minutes of the EC meeting
Date: Saturday 18th January 2025
Venue: Pool
Time 09:30

Present: Vanessa Chairperson (Unit 23)
Ada Unit 8
Lucio Unit 21
Shankar Unit 1
Paul Unit 20

Apologies: Leonie Unit 12
Kit Unit 19

Meeting opened at 09:33

Item	Topic	Discussion	Action
1	Confirmation of AGM minutes	Agreed – Kit would like “note the report (with additional comments) and to put on-hold any further action until determined by the EC.” added under the EV discussion	
2	New Business EC Positions	Chairperson – Vanessa (with Ada to assist) Treasurer – Paul Secretary – Ada (with Leonie to assist when available) Quotes system – Under \$1000 1 quote \$1000-\$3000 2 quotes +\$3000 3 quotes	Emma to CC Ada into all email traffic
3	Balcony glass breakage – Unit 23	A golf ball struck one of the upper balcony glass panels and shattered it on 19 th December. The Strata Managers and glaziers were unavailable. A message was sent to the Golf Course but there hasn't been a response yet. Shane's Glass was asked to quote when they resumed work after the Christmas break. (\$1360 inc. GST) The regulations on the type of glass have changed and hence the extra expense. Due to safety concerns, agreed to go with single quote. (Vanessa abstained)	Emma to send work order to Shane's Glass for repair of the glass. Emma to follow up with the Golf Course. (Second unit effected with breakage on the same general ball trajectory.)
4	Investment account	The investment account (\$26,976.83) is due to rollover. Agreed to reinvest for 6 months at 4.85% with BOQ. The Sinking Fund currently has a balance of \$91,678.97. Agreed to set up a second investment account with \$50,000 drawn from the Sinking Fund with BOQ for 6 months at 4.85%.	Emma to reinvest the investment account and set up a new account as directed.
5	Pool	Two of the eyes were broken in the pool. Cool Pools had not replaced so Jon and Vanessa	Emma to arrange reimbursement of \$23.80 to Unit 23.

		purchased 2 new ones. The skimmer box cover has also been broken. EC agreed to reimburse Unit 23 for the eyes (\$23.80) and authorised the purchase of a new skimmer box cover. Vanessa abstained	
6	Garden and Trees	The trees in front of Units 1 to 16 need trimming back from the building. The one in front of Unit 9 also need clearing away to allow access to the roof access point. Agreed to seek 3 quotes now as it can take some time to get the work done. The gardens need mulching again. Agreed to go with a heavier mulch so that it would last better. Working bee to be arranged in February and Gardening Committee member will purchase mulch and fertilizer and then be reimbursed.	Emma to seek 3 quotes for tree trimming – Hurley Bird, ACT Tree Felling + 1 more
7	Sewerage line inspection	The sewerage lines are due for inspection in February/March.	Emma to seek quotes for inspection – Water Tight, Platinum Plumbing, Venture Plumbing
8	Leak in Garage – Unit 20	The leak into the garage under Unit 20's bathroom has returned.	Paul to investigate
9	Spraying for Spiders	The spiders have been multiplying and Red Backs have been seen. 2 quotes have been received – A1 Professional Pest Control (\$1368.00 inc GST) and Hart's Pest Control (\$990.00 inc GST). Agreed to go with Hart's.	Emma to send work order to Hart's Pest Control.
10	Correspondence Illegal parking in the garage	A new resident has been parking perpendicular to their parking bay and restricting the access for other residents. The vehicle owner has been spoken to.	Emma to send email to all owners reminding them that Owners and residents are reminded they are only allowed to park within designated parking bays.

Next meeting: TBA Suggested Saturday afternoons

Meeting closed at 10:20.

Sinking Fund Plan

Claremont

45 Leahy Close, NARRABUNDAH, ACT 2604

Scheme Number: 1610



COMPILED BY VON HARAMINA

**On 7 November 2025 for the
15 Years Commencing: 1 October 2025
QIA Job Reference Number: 231036**

Professional Indemnity Insurance Policy Number 1411189338 PLP
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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

45 Leahy Close, NARRABUNDAH, ACT 2604

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 (GST incl) is:	\$5.50
Number of Lot/Unit Entitlements:	10000
Opening Balance:	\$158,801.45
The proposed Sinking Fund Levy per entitlement (GST incl) is:	\$5.66

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.

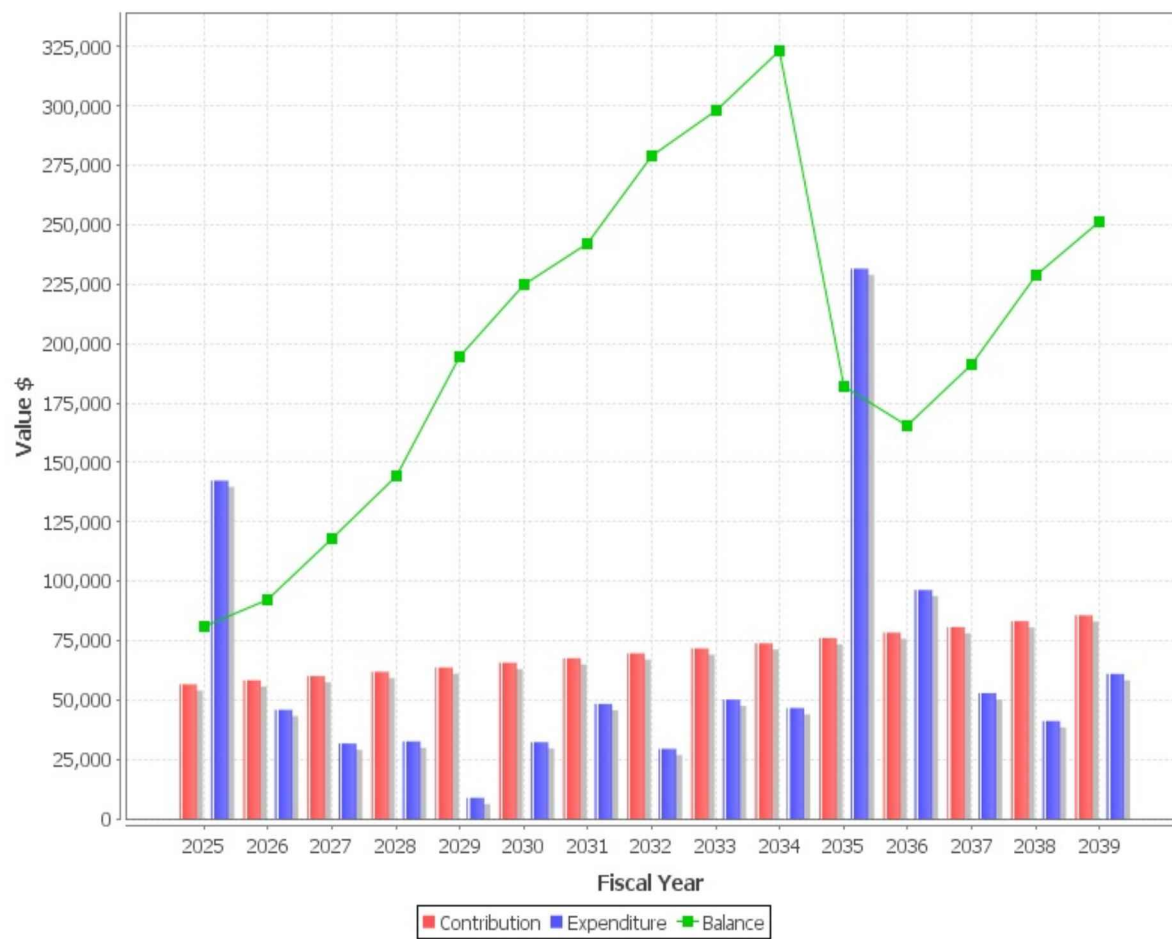
An allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST has been applied to the levies and expenses proposed in this report – input tax credits have been accounted for and are shown in the ***Financial Summary Table*** in this report.

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. Ex GST	GST	Contribution Total P.A. Incl GST	Contribution per Entitlement Ex GST	GST	Contribution per Entitlement Inc GST	Input Tax Credits	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/10/2025	\$158,801	\$51,496	\$5,150	\$56,646	\$5.15	\$0.51	\$5.66	\$12,946	\$142,405	\$80,839
2	01/10/2026	\$80,839	\$53,041	\$5,304	\$58,345	\$5.30	\$0.53	\$5.83	\$4,176	\$45,935	\$92,121
3	01/10/2027	\$92,121	\$54,632	\$5,463	\$60,096	\$5.46	\$0.55	\$6.01	\$2,881	\$31,695	\$117,940
4	01/10/2028	\$117,940	\$56,271	\$5,627	\$61,899	\$5.63	\$0.56	\$6.19	\$2,962	\$32,579	\$144,595
5	01/10/2029	\$144,595	\$57,960	\$5,796	\$63,756	\$5.80	\$0.58	\$6.38	\$806	\$8,869	\$194,492
6	01/10/2030	\$194,492	\$59,698	\$5,970	\$65,668	\$5.97	\$0.60	\$6.57	\$2,933	\$32,262	\$224,860
7	01/10/2031	\$224,860	\$61,489	\$6,149	\$67,638	\$6.15	\$0.61	\$6.76	\$4,400	\$48,397	\$242,352
8	01/10/2032	\$242,352	\$63,334	\$6,333	\$69,667	\$6.33	\$0.63	\$6.97	\$2,682	\$29,507	\$278,862
9	01/10/2033	\$278,862	\$65,234	\$6,523	\$71,757	\$6.52	\$0.65	\$7.18	\$4,561	\$50,169	\$298,488
10	01/10/2034	\$298,488	\$67,191	\$6,719	\$73,910	\$6.72	\$0.67	\$7.39	\$4,237	\$46,609	\$323,307
11	01/10/2035	\$323,307	\$69,207	\$6,921	\$76,127	\$6.92	\$0.69	\$7.61	\$21,057	\$231,623	\$181,947
12	01/10/2036	\$181,947	\$71,283	\$7,128	\$78,411	\$7.13	\$0.71	\$7.84	\$8,760	\$96,362	\$165,628
13	01/10/2037	\$165,628	\$73,422	\$7,342	\$80,764	\$7.34	\$0.73	\$8.08	\$4,808	\$52,884	\$190,973
14	01/10/2038	\$190,973	\$75,624	\$7,562	\$83,187	\$7.56	\$0.76	\$8.32	\$3,743	\$41,168	\$229,172
15	01/10/2039	\$229,172	\$77,893	\$7,789	\$85,682	\$7.79	\$0.78	\$8.57	\$5,544	\$60,985	\$251,624

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

October 2025	Expense Inc GST
PLANNED/BUDGETED EXPENDITURE	
- Capital expenditure in the current 2025/2026 financial year	\$9,000
SUPERSTRUCTURE	
- Provision to replace balustrade/handrail fixings	\$1,637
- Capital Replacement - General	\$3,368
EXTERIOR & BASEMENT PAINTING	
- Provision for repainting of buildings as per quote dated 28/10/25 from Dead Straight Painting	\$128,400
<u>Total Forecast Expenditure for year - October 2025 (Inc GST):</u>	<u>\$142,405</u>
Includes GST amount of :	\$12,946
October 2026	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$3,536
BASEMENT	
- Repaint line marking	\$869
- Maintain individual garage doors	\$3,629
DRIVEWAYS, PATHWAYS & PARKING	
- Ongoing partial maintenance of walkways	\$3,345
- Provision for partial replacement of stenciled pathways/driveway	\$22,271
FURNITURE & FITTINGS	
- Install/Replace sensors/exits/emergency lighting	\$1,104
- Provision to replace door closers/door hardware	\$1,255

LANDSCAPING

- Provision to remove/trim trees	\$3,881
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SWIMMING POOL

- Maintain filter - replace sand	\$441
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- Provision to replace pool fence	\$5,603
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<u>Total Forecast Expenditure for year - October 2026 (Inc GST):</u>	<u>\$45,935</u>
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Includes GST amount of :	\$4,176
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October 2027

Expense Inc GST

SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings	\$1,805
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- Capital Replacement - General	\$3,713
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BASEMENT

- Maintain/repair main garage door running gear	\$941
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- Replace main garage door motor	\$2,353
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FENCING

- Replace cyclone/mesh fencing in 15 years (partial accrual) 33%	\$2,963
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$931
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FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$993
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ROOF

- Provision to maintain metal roof fixtures and flashings	\$10,696
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SWIMMING POOL

- Replace pool pump	\$2,700
- Replace water chlorinator	\$2,460
- Provision to replace pool furniture	\$2,139
<u>Total Forecast Expenditure for year - October 2027 (Inc GST):</u>	<u>\$31,695</u>
Includes GST amount of :	\$2,881

October 2028Expense
Inc GST**SUPERSTRUCTURE**

- Maintain awnings entries	\$1,912
- Capital Replacement - General	\$3,899

DRIVEWAYS, PATHWAYS & PARKING

- Maintain driveway 3% of total	\$11,793
---------------------------------	----------

FIRE PROTECTION SYSTEMS

- Provision to replace fire hose reels	\$842
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SWIMMING POOL

- Provision to replace pool sail/shade structures	\$10,857
- Replace pool cover	\$3,276

<u>Total Forecast Expenditure for year - October 2028 (Inc GST):</u>	<u>\$32,579</u>
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Includes GST amount of :	\$2,962
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October 2029Expense
Inc GST**SUPERSTRUCTURE**

- Provision to replace balustrade/handrail fixings	\$1,990
- Capital Replacement - General	\$4,094

FURNITURE & FITTINGS

- Provision to replace door closers/door hardware	\$1,453
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AMENITIES

- Maintain toilets/washroom	\$821
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SWIMMING POOL

- Maintain filter - replace sand	\$511
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<u>Total Forecast Expenditure for year - October 2029 (Inc GST):</u>	<u>\$8,869</u>
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Includes GST amount of :	\$806
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October 2030	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$4,298
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BASEMENT

- Maintain individual garage doors	\$4,411
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- Provision to replace main garage door in 6 years	\$8,668
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DRIVEWAYS, PATHWAYS & PARKING

- Ongoing partial maintenance of walkways	\$4,066
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EXTERNAL WORKS

- Maintain common pipework	\$4,662
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SWIMMING POOL

- Replace pool filter	\$2,786
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- Maintain pool concourse	\$3,371
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<u>Total Forecast Expenditure for year - October 2030 (Inc GST):</u>	<u>\$32,262</u>
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Includes GST amount of :	\$2,933
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October 2031	Expense Inc GST
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SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings	\$2,194
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- Capital Replacement - General	\$4,513
---------------------------------	---------

DRIVEWAYS, PATHWAYS & PARKING

- Provision for partial replacement of stenciled pathways/driveway \$28,424

FURNITURE & FITTINGS

- Install/Replace sensors/exits/emergency lighting \$1,409
- Ongoing partial replacement of exterior lighting \$1,131

LANDSCAPING

- Service/repair irrigation system/controller \$5,773
- Provision to remove/trim trees \$4,953

Total Forecast Expenditure for year - October 2031 (Inc GST): \$48,397

Includes GST amount of : \$4,400

October 2032

Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General \$4,739

BASEMENT

- Repaint line marking \$1,165

FURNITURE & FITTINGS

- Provision to replace mail boxes \$6,410
- Provision to replace door closers/door hardware \$1,682

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers \$1,268

ROOF

- Provision to maintain metal roof fixtures and flashings \$13,652

SWIMMING POOL

- Maintain filter - replace sand	\$592
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<u>Total Forecast Expenditure for year - October 2032 (Inc GST):</u>	<u>\$29,507</u>
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Includes GST amount of :	\$2,682
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October 2033	Expense Inc GST
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SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings	\$2,419
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- Capital Replacement - General	\$4,976
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BASEMENT

- Maintain/repair main garage door running gear	\$1,261
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FENCING

- Replace cyclone/mesh fencing in 15 years (partial accrual) 33%	\$3,970
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SWIMMING POOL

- Provision to refurbish pool surface	\$37,542
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<u>Total Forecast Expenditure for year - October 2033 (Inc GST):</u>	<u>\$50,169</u>
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Includes GST amount of :	\$4,561
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October 2034	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$5,225
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BASEMENT

- Maintain individual garage doors	\$5,362
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DRIVEWAYS, PATHWAYS & PARKING

- Ongoing partial maintenance of walkways	\$4,942
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ROOF

- Provision to replace guttering in 15 (partial accrual) 50% \$21,878
- Provision to replace down pipes in 15 years (partial accrual) 50% \$6,192

SWIMMING POOL

- Provision to replace pool furniture \$3,010

Total Forecast Expenditure for year - October 2034 (Inc GST): \$46,609

Includes GST amount of : \$4,237

October 2035

Expense
Inc GST

SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings \$2,667
- Maintain awnings entries \$2,690
- Capital Replacement - General \$5,486

EXTERIOR & BASEMENT PAINTING

- Provision for repainting of buildings as per quote dated 28/10/25 from Dead Straight Painting \$209,150

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting \$1,375
- Provision to replace door closers/door hardware \$1,947

SWIMMING POOL

- Replace pool pump \$3,989
- Replace water chlorinator \$3,635
- Maintain filter - replace sand \$685

Total Forecast Expenditure for year - October 2035 (Inc GST): \$231,623

Includes GST amount of : \$21,057

October 2036		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$5,760
BASEMENT		
- Replace main garage door motor		\$3,651
DRIVEWAYS, PATHWAYS & PARKING		
- Provision for partial replacement of stenciled pathways/driveway		\$36,277
FENCING		
- Replace powder coated baluster fencing over 12 years		\$21,058
- Provision to maintain retaining wall		\$3,817
FURNITURE & FITTINGS		
- Install/Replace sensors/exits/emergency lighting		\$1,798
LANDSCAPING		
- Provision to remove/trim trees		\$6,321
ROOF		
- Provision partial balcony membrane replacement		\$12,840
SWIMMING POOL		
- Replace pool cover		\$4,840
<u>Total Forecast Expenditure for year - October 2036 (Inc GST):</u>		<u>\$96,362</u>
Includes GST amount of :		\$8,760
October 2037		Expense Inc GST
SUPERSTRUCTURE		
- Provision to replace balustrade/handrail fixings		\$2,940
- Capital Replacement - General		\$6,048

DRIVEWAYS, PATHWAYS & PARKING

- Maintain driveway 3% of total	\$18,295
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EXTERNAL WORKS

- Maintain common pipework	\$6,560
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FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$1,618
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ROOF

- Provision to maintain metal roof fixtures and flashings	\$17,423
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<u>Total Forecast Expenditure for year - October 2037 (Inc GST):</u>	<u>\$52,884</u>
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Includes GST amount of :	\$4,808
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October 2038

Expense Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$6,351
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BASEMENT

- Repaint line marking	\$1,561
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- Maintain individual garage doors	\$6,517
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DRIVEWAYS, PATHWAYS & PARKING

- Ongoing partial maintenance of walkways	\$6,007
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FURNITURE & FITTINGS

- Provision to replace door closers/door hardware	\$2,254
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SWIMMING POOL

- Maintain filter - replace sand	\$793
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- Provision to replace pool sail/shade structures	\$17,685
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<u>Total Forecast Expenditure for year - October 2038 (Inc GST):</u>	<u>\$41,168</u>
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Includes GST amount of :	\$3,743
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October 2039	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace balustrade/handrail fixings	\$3,242
- Capital Replacement - General	\$6,668
BASEMENT	
- Maintain/repair main garage door running gear	\$1,690
FENCING	
- Replace cyclone/mesh fencing in 15 years (partial accrual) 33%	\$5,320
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	\$1,671
AMENITIES	
- Maintain toilets/washroom	\$1,338
ROOF	
- Provision to replace guttering in 15 (partial accrual) 50%	\$27,922
- Provision to replace down pipes in 15 years (partial accrual) 50%	\$7,903
SWIMMING POOL	
- Maintain pool concourse	\$5,230
<u>Total Forecast Expenditure for year - October 2039 (Inc</u>	<u>\$60,985</u>
<u>GST):</u>	
Includes GST amount of :	\$5,544

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
PLANNED/BUDGETED EXPENDITURE																		
- Capital expenditure in the current 2025/2026 financial year	\$7,792	2025	0	9000														
SUPERSTRUCTURE																		
- Provision to replace balustrade/handrail fixings	\$1,418	2025	2	1637		1805		1990		2194		2419		2667		2940		3242
- Maintain awnings entries	\$1,430	2028	7				1912							2690				
- Capital Replacement - General	\$2,916	2025	1	3368	3536	3713	3899	4094	4298	4513	4739	4976	5225	5486	5760	6048	6351	6668
EXTERIOR & BASEMENT PAINTING																		
- Provision for repainting of buildings as per quote dated 28/10/25 from Dead Straight Painting	\$111,169	2025	10	128400										209150				
BASEMENT																		
- Repaint line marking	\$717	2026	6		869						1165						1561	
- Maintain individual garage doors	\$2,992	2026	4		3629				4411				5362				6517	
- Provision to replace main garage door in 6 years	\$5,880	2030	30						8668									
- Maintain/repair main garage door running gear	\$739	2027	6			941						1261						1690
- Replace main garage door motor	\$1,848	2027	9			2353									3651			
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain driveway 3% of total	\$8,820	2028	9				11793									18295		
- Ongoing partial maintenance of walkways	\$2,758	2026	4		3345				4066				4942				6007	
- Provision for partial replacement of stenciled pathways/driveway	\$18,364	2026	5		22271					28424					36277			

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
EXTERNAL WORKS																		
- Maintain common pipework	\$3,163	2030	7						4662							6560		
FENCING																		
- Replace cyclone/mesh fencing in 15 years (partial accrual) 33%	\$2,326	2027	6			2963						3970						5320
- Replace powder coated baluster fencing over 12 years	\$10,660	2036	30												21058			
- Provision to maintain retaining wall	\$1,932	2036	5												3817			
FURNITURE & FITTINGS																		
- Provision to replace mail boxes	\$3,944	2032	25								6410							
- Install/Replace sensors/exits/emergency lighting	\$910	2026	5		1104					1409					1798			
- Ongoing partial replacement of exterior lighting	\$731	2027	4			931				1131				1375				1671
- Provision to replace door closers/door hardware	\$1,035	2026	3		1255			1453			1682			1947			2254	
LANDSCAPING																		
- Service/repair irrigation system/controller	\$3,730	2031	12							5773								
- Provision to remove/trim trees	\$3,200	2026	5		3881					4953					6321			
AMENITIES																		
- Maintain toilets/washroom	\$585	2029	10					821										1338
FIRE PROTECTION SYSTEMS																		
- Provision to replace fire hose reels	\$630	2028	12				842											
- Provision to replace portable fire extinguishers	\$780	2027	5			993					1268					1618		

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
ROOF																		
- Provision to replace guttering in 15 (partial accrual) 50%	\$12,210	2034	5										21878					27922
- Provision to replace down pipes in 15 years (partial accrual) 50%	\$3,456	2034	5										6192					7903
- Provision partial balcony membrane replacement	\$6,500	2036	5												12840			
- Provision to maintain metal roof fixtures and flashings	\$8,400	2027	5			10696					13652					17423		
SWIMMING POOL																		
- Replace pool pump	\$2,120	2027	8			2700								3989				
- Replace water chlorinator	\$1,932	2027	8			2460								3635				
- Maintain filter - replace sand	\$364	2026	3		441			511			592			685			793	
- Replace pool filter	\$1,890	2030	15						2786									
- Provision to refurbish pool surface	\$22,000	2033	25									37542						
- Provision to replace pool fence	\$4,620	2026	25		5603													
- Provision to replace pool furniture	\$1,680	2027	7			2139							3010					
- Provision to replace pool sail/shade structures	\$8,120	2028	10				10857										17685	
- Replace pool cover	\$2,450	2028	8				3276								4840			
- Maintain pool concourse	\$2,287	2030	9						3371									5230
Total				142405	45935	31695	32579	8869	32262	48397	29507	50169	46609	231623	96362	52884	41168	60985
Includes GST amount of				12946	4176	2881	2962	806	2933	4400	2682	4561	4237	21057	8760	4808	3743	5544

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
PLANNED/BUDGETED EXPENDITURE																		
- Capital expenditure in the current 2025/2026 financial year	\$7,792	2025	0	9000	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SUPERSTRUCTURE																		
- Provision to replace balustrade/handrail fixings	\$1,418	2025	2	1637	880	1805	971	1990	1070	2194	1180	2419	1301	2667	1434	2940	1581	3242
- Maintain awnings entries	\$1,430	2028	7	444	909	1398	1912	330	677	1042	1424	1826	2247	2690	465	953	1466	2004
- Capital Replacement - General	\$2,916	2025	1	3368	3536	3713	3899	4094	4298	4513	4739	4976	5225	5486	5760	6048	6351	6668
EXTERIOR & BASEMENT PAINTING																		
- Provision for repainting of buildings as per quote dated 28/10/25 from Dead Straight Painting	\$111,169	2025	10	128400	16628	34088	52421	71670	91882	113105	135388	158786	183354	209150	27086	55526	85388	116743
BASEMENT																		
- Repaint line marking	\$717	2026	6	424	869	171	351	540	738	946	1165	229	470	723	989	1268	1561	307
- Maintain individual garage doors	\$2,992	2026	4	1770	3629	1023	2098	3226	4411	1244	2550	3922	5362	1512	3100	4767	6517	1838
- Provision to replace main garage door in 6 years	\$5,880	2030	30	1274	2612	4017	5493	7042	8668	564	1156	1778	2430	3116	3835	4591	5384	6217
- Maintain/repair main garage door running gear	\$739	2027	6	298	612	941	185	380	584	799	1024	1261	248	509	783	1071	1373	1690
- Replace main garage door motor	\$1,848	2027	9	746	1530	2353	331	679	1044	1427	1830	2252	2696	3162	3651	514	1053	1619
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain driveway 3% of total	\$8,820	2028	9	2736	5609	8626	11793	1659	3401	5231	7151	9168	11286	13509	15844	18295	2574	5276
- Ongoing partial maintenance of walkways	\$2,758	2026	4	1632	3345	943	1934	2974	4066	1147	2351	3615	4942	1394	2857	4394	6007	1694
- Provision for partial replacement of stenciled pathways/driveway	\$18,364	2026	5	10864	22271	5144	10545	16217	22171	28424	6565	13459	20697	28297	36277	8379	17177	26415

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
EXTERNAL WORKS																		
- Maintain common pipework	\$3,163	2030	7	685	1405	2161	2954	3787	4662	806	1652	2540	3473	4452	5480	6560	1134	2324
FENCING																		
- Replace cyclone/mesh fencing in 15 years (partial accrual) 33%	\$2,326	2027	6	940	1927	2963	584	1197	1840	2516	3225	3970	782	1603	2466	3371	4322	5320
- Replace powder coated baluster fencing over 12 years	\$10,660	2036	30	1323	2712	4171	5702	7310	8999	10772	12633	14588	16640	18795	21058	1370	2808	4318
- Provision to maintain retaining wall	\$1,932	2036	5	240	492	756	1034	1325	1631	1952	2290	2644	3016	3407	3817	882	1807	2779
FURNITURE & FITTINGS																		
- Provision to replace mail boxes	\$3,944	2032	25	671	1376	2116	2893	3709	4566	5465	6410	455	932	1434	1960	2513	3093	3703
- Install/Replace sensors/exits/emergency lighting	\$910	2026	5	539	1104	255	523	804	1099	1409	325	667	1026	1402	1798	415	851	1309
- Ongoing partial replacement of exterior lighting	\$731	2027	4	295	605	931	262	538	827	1131	319	654	1006	1375	388	795	1222	1671
- Provision to replace door closers/door hardware	\$1,035	2026	3	612	1255	461	945	1453	534	1094	1682	618	1266	1947	715	1466	2254	828
LANDSCAPING																		
- Service/repair irrigation system/controller	\$3,730	2031	12	709	1454	2235	3056	3918	4823	5773	651	1335	2053	2807	3599	4430	5303	6219
- Provision to remove/trim trees	\$3,200	2026	5	1893	3881	896	1838	2826	3863	4953	1144	2345	3606	4931	6321	1460	2993	4602
AMENITIES																		
- Maintain toilets/washroom	\$585	2029	10	149	305	468	640	821	106	218	335	458	588	724	866	1016	1173	1338
FIRE PROTECTION SYSTEMS																		
- Provision to replace fire hose reels	\$630	2028	12	195	400	616	842	95	195	299	409	525	646	773	907	1047	1195	1350
- Provision to replace portable fire extinguishers	\$780	2027	5	315	646	993	229	470	723	989	1268	293	600	923	1262	1618	374	766

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
ROOF																		
- Provision to replace guttering in 15 (partial accrual) 50%	\$12,210	2034	5	1739	3566	5483	7497	9611	11831	14162	16610	19180	21878	5053	10359	15930	21780	27922
- Provision to replace down pipes in 15 years (partial accrual) 50%	\$3,456	2034	5	492	1009	1552	2122	2720	3349	4008	4701	5428	6192	1430	2932	4509	6165	7903
- Provision partial balcony membrane replacement	\$6,500	2036	5	807	1654	2543	3477	4457	5487	6568	7703	8895	10146	11460	12840	2966	6080	9349
- Provision to maintain metal roof fixtures and flashings	\$8,400	2027	5	3393	6955	10696	2471	5065	7789	10649	13652	3153	6464	9940	13590	17423	4024	8250
SWIMMING POOL																		
- Replace pool pump	\$2,120	2027	8	856	1756	2700	418	856	1317	1800	2308	2841	3401	3989	617	1265	1945	2660
- Replace water chlorinator	\$1,932	2027	8	780	1600	2460	381	780	1200	1641	2103	2589	3099	3635	562	1153	1773	2424
- Maintain filter - replace sand	\$364	2026	3	215	441	162	332	511	188	385	592	217	445	685	252	516	793	291
- Replace pool filter	\$1,890	2030	15	410	840	1291	1765	2263	2786	268	550	846	1157	1483	1825	2185	2563	2959
- Provision to refurbish pool surface	\$22,000	2033	25	3405	6980	10733	14675	18813	23158	27721	32512	37542	2664	5461	8397	11481	14719	18118
- Provision to replace pool fence	\$4,620	2026	25	2733	5603	437	896	1379	1885	2416	2974	3560	4176	4822	5500	6213	6961	7746
- Provision to replace pool furniture	\$1,680	2027	7	679	1391	2139	370	758	1165	1593	2043	2515	3010	520	1066	1640	2242	2874
- Provision to replace pool sail/shade structures	\$8,120	2028	10	2519	5164	7941	10857	1406	2882	4433	6060	7769	9564	11448	13426	15504	17685	2290
- Replace pool cover	\$2,450	2028	8	760	1558	2396	3276	507	1039	1598	2185	2801	3448	4127	4840	749	1535	2360
- Maintain pool concourse	\$2,287	2030	9	496	1016	1562	2136	2738	3371	474	972	1495	2044	2621	3226	3862	4529	5230
TOTAL ACCRUALS				48038	73591	103645	131529	182049	212063	227332	264323	283446	306971	151838	135788	168201	216587	249632

* **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.



